

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 13, 2015**

AGENDA

- | | | |
|-------|-------------|---|
| 9:30 | Done | Presentations |
| 10:30 | Done | Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees |
| 10:40 | Done | Items Presented by the County Executive |

**ADMINISTRATIVE
ITEMS**

- | | | |
|---|-----------------|---|
| 1 | Approved | Authorization to Advertise a Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement Among the Board of Supervisors, Lake Anne Development Partners, LLC, and Community Preservation and Development Corporation for the Redevelopment of the Crescent Property and Other Parcels in the Lake Anne Village Center (Hunter Mill District) |
| 2 | Approved | Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill District) |
| 3 | Approved | Extension of Review Period for 2232 Applications (Mount Vernon, Providence, Braddock and Dranesville Districts) |
| 4 | Approved | Streets into the Secondary System (Dranesville, Lee, Mason, and Sully Districts) |
| 5 | Approved | Authorization to Advertise a Public Hearing for Approval of Modifications to the County's Solid Waste Ordinance, Chapter 109.1 |
| 6 | Approved | Authorization to Advertise a Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement with Wesley-Hamel Lewinsville LLC for the Redevelopment of the Lewinsville Senior Center and Daycare Property (Dranesville District) |
| 7 | Approved | Authorization to Advertise a Public Hearing to Amend the Deed of Lease with Inova Health Care Services for 8221 Willow Oaks Corporate Drive (Providence District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 13, 2015**

ACTION ITEMS

- | | | |
|---|-----------------|--|
| 1 | Approved | Approval of the Board of Supervisors' Meeting Schedule for Calendar Year 2015 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions |
| 2 | Approved | Adjustment to Fairfax Center, Centreville, Tysons, Tysons-Wide and Tysons Grid of Streets Road Funds and Approval of Proposed Projects and Studies (Dranesville, Springfield, Braddock, Sully, and Providence Districts) |
| 3 | Approved | Authorization to Sign Department of Rail and Public Transportation FY 2013 Project Funding Agreement Amendment |

**INFORMATION
ITEMS**

- | | | |
|-------|--------------|---|
| 1 | Noted | Planning Commission Action on Application 2232-P14-6, Verizon Wireless and Milestone Communications (Providence District) |
| 2 | Noted | Planning Commission Action on Application 2232-Y14-7, Verizon Wireless and Milestone Communications (Sully District) |
| 10:50 | Done | Matters Presented by Board Members |
| 11:40 | Done | Closed Session |

PUBLIC HEARINGS

- | | | |
|------|-----------------|--|
| 3:00 | Approved | Public Hearing on SE 2014-MV-017 (Verizon Virginia LLC) (Mount Vernon District) |
| 3:00 | Approved | Public Hearing on Proposed Plan Amendment 2014-I-B2, Located Along the East Side of Moncure Avenue and Columbia Pike from Moncure Avenue to a Point About 500 Feet West of the Interchange with Leesburg Pike (Mason District) |
| 3:00 | Approved | Public Hearing to Amend the Deed of Lease with McLean Youth Athletics of Board-Owned Property at 1311 Spring Hill Road (Holladay Field) (Dranesville District) |
| 3:00 | Approved | Public Hearing on RZ 2014-PR-012 (Sekas Homes, LTD) (Providence District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 13, 2015**

**PUBLIC HEARINGS
(Continued)**

3:30	Approved	Public Hearing on SE 2014-DR-043 (Mark Dennis McFadden Trustee / Lynne Marian McFadden, Trustee) (Dranesville District)
3:30	Approved	Public Hearing on SE 2014-LE-027 (Azeb Idris) (Lee District)
3:30	Approved	Public Hearing on SE 2014-SP-047 (Subhadra Parajuli) (Springfield District)
4:00	Approved	Public Hearing to Consider Adopting an Ordinance Expanding the West Falls Church Residential Permit Parking District, District 2 (Dranesville District)
4:00	Approved	Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)
4:00	Approved	Public Hearing to Consider Parking Restrictions on Daly Drive (Sully District)
4:00	Approved	Public Hearing to Convey Board-Owned Property Located Near the Intersection of Floyd Avenue and Bath Street (Lee District)
4:00	Approved	Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Improvements at the Intersection of Old Dominion Drive / Bellview Road Phase II (Dranesville District)
4:30	Approved	Public Hearing on SE 2014-LE-030 (Susana Maria Trupo – Island Creek Day Care) (Lee District)
4:30	Acquisition Dismissed	Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Westmoreland Street @ Old Chesterbrook Road Phase II Improvements (Dranesville District)
4:30	Approved	Public Hearing to Lease Board-Owned Property at 12000 Government Center Parkway to Fairfax 2015, Inc. (Braddock District)
4:30	Approved	Public Hearing on SE 2014-SU-048 (Hakima Elamiri D/B/A Sarah Daycare LLC) (Sully District)

REVISED



Fairfax County, Virginia **BOARD OF SUPERVISORS** **AGENDA**

Tuesday
January 13, 2015

9:30 a.m.

PRESENTATIONS

RECOGNITIONS

- RESOLUTION – To recognize Janet Hall for her years of service on the Planning Commission. Requested by Supervisor Gross.
- RESOLUTION – To recognize Leonadus Plenty for his years of service to Fairfax County. Requested by Supervisor McKay.
- RESOLUTION – To recognize Paula Sampson for her years of service to Fairfax County. Requested by Chairman Bulova and Supervisor Hudgins.
- CERTIFICATE – To recognize the Arts Council of Fairfax County for receiving a Global Arts Initiative grant from the National Endowment for the Arts. Requested by Chairman Bulova .

— more —

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January 13, 2015

DESIGNATIONS

- PROCLAMATION – To designate January 19-23, 2015, as Teen Cancer Awareness Week in Fairfax County. Requested by Supervisor Herrity.
- PROCLAMATION – To designate January 2015 as Human Trafficking Awareness Month in Fairfax County. Requested by Chairman Bulova

STAFF:

Tony Castrilli, Director, Office of Public Affairs

Bill Miller, Office of Public Affairs

Board Agenda Item
January 13, 2015

10:30 a.m.

Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees

ENCLOSED DOCUMENTS:

Attachment 1 - Listing of Interjurisdictional Committees and Inter- and Intra-Governmental Boards and Committees for Calendar Year 2015

STAFF:

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

**INTERJURISDICTIONAL COMMITTEES AND INTER- AND INTRA-
GOVERNMENTAL BOARDS AND COMMITTEES FOR CALENDAR
YEAR 2015**

INTERJURISDICTIONAL COMMITTEES

ALEXANDRIA

Gerald Hyland, Chairman
Sharon Bulova
Penelope Gross
Jeffrey McKay

ARLINGTON

Penelope Gross, Chairman
Sharon Bulova
John Foust
Linda Smyth

DISTRICT OF COLUMBIA

Sharon Bulova
Gerald Hyland
Jeffrey McKay
Linda Smyth

FAIRFAX CITY

John Cook, Chairman
Sharon Bulova
Linda Smyth

FALLS CHURCH

Penelope Gross, Chairman
Sharon Bulova
John Foust
Linda Smyth

**FORT BELVOIR (Board of Advisors/Base Realignment and
Closure)**

Sharon Bulova
Patrick Herrity
Gerald Hyland
Jeffrey McKay

HERNDON

John Foust, Chairman
Sharon Bulova
Catherine Hudgins

LOUDOUN COUNTY

Michael Frey, Chairman
Sharon Bulova
John Foust
Catherine Hudgins

PRINCE WILLIAM

(includes UOSA, City of Manassas, and City of Manassas Park)
Michael Frey, Chairman
Patrick Herrity
Sharon Bulova
Gerald Hyland

VIENNA

Catherine Hudgins, Chairman
Sharon Bulova
John Foust
Linda Smyth

INTERGOVERNMENTAL BOARDS AND COMMITTEES

(including Federal and State)

COMMUNITY CRIMINAL JUSTICE BOARD

Gerald Hyland

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
(COG)**

COG BOARD OF DIRECTORS

Sharon Bulova, Principal
John Foust, Principal
Penelope Gross, Principal
Michael Frey, Alternate
Patrick Herrity, Alternate
Catherine Hudgins, Alternate

**COG METROPOLITAN WASHINGTON AIR QUALITY
COMMITTEE**

Sharon Bulova, Principal
John Cook, Principal
Linda Smyth, Principal
Kambiz Agazi, Alternate (for any member)

**COG CHESAPEAKE BAY AND WATER RESOURCES
POLICY COMMITTEE**

Penelope Gross, Principal
Gerald Hyland, Principal

**COG CLIMATE, ENERGY AND ENVIRONMENTAL
POLICY COMMITTEE**

Penelope Gross – Principal
Kambiz Agazi (Staff) - Principal

COG EMERGENCY PREPAREDNESS COUNCIL

John Foust, Principal

**COG HUMAN SERVICES AND PUBLIC SAFETY
COMMITTEE**

Penelope Gross
Catherine Hudgins

COG REGION FORWARD COMMITTEE

Sharon Bulova, Principal
John Cook, Principal
Michael Frey, Principal

**COG TASK FORCE ON REGIONAL WATER SUPPLY
ISSUES**

Penelope Gross

**COG NATIONAL CAPITAL REGION TRANSPORTATION
PLANNING BOARD**

Catherine Hudgins, Principal
Linda Smyth, Principal
Sharon Bulova, Alternate
Patrick Herrity, Alternate

FAIRFAX PARTNERSHIP FOR YOUTH, INCORPORATED

John Foust
Michael Frey

GEORGE MASON UNIVERSITY FAIRFAX CAMPUS ADVISORY BOARD

Sharon Bulova
John Cook

INOVA HEALTH CARE SERVICES BOARD

INOVA HEALTH SYSTEMS BOARD

Penelope Gross

NORTHERN VIRGINIA REGIONAL COMMISSION (NVRC)

Sharon Bulova
John Cook
Penelope Gross
Patrick Herrity
Catherine Hudgins
Jeffrey McKay
Linda Smyth

NORTHERN VIRGINIA TRANSPORTATION COMMISSION (NVTC)

(including WMATA and VRE Representatives)

Sharon Bulova, Principal (VRE Operation)
John Cook, Principal (VRE Operation)
John Foust
Catherine Hudgins, Principal (WMATA)
Jeffrey McKay (VRE Alternate)

PHASE I DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Sharon Bulova, Chairman
John Foust
Catherine Hudgins
Linda Smyth

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Sharon Bulova
John Foust
Michael Frey
Catherine Hudgins

POTOMAC WATERSHED ROUNDTABLE

Penelope Gross

ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Sharon Bulova
John Foust
Michael Frey
Catherine Hudgins

VACo BOARD OF DIRECTORS (REGIONAL DIRECTORS)

(Elected by Region 8. The Board of Supervisors makes recommendations for consideration.)

Sharon Bulova
Penelope Gross
Catherine Hudgins
Gerald Hyland
Jeffrey McKay
Linda Smyth

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)

(Appointed by NVTC. The Board of Supervisors makes recommendations for consideration.)

Catherine Hudgins, Principal

INTRAGOVERNMENTAL AND OTHER COMMITTEES

50+ COMMITTEE

(Committee of the Whole)
Patrick Herrity, Chairman
John Cook, Vice-Chairman

AUDIT COMMITTEE

John Foust, Chairman
Sharon Bulova
Michael Frey, Vice Chairman
Patrick Herrity

BOARD PROCEDURES COMMITTEE

Penelope Gross, Chairman
Michael Frey, Co-Chairman

BUDGET POLICY COMMITTEE

(Committee of the Whole)
Sharon Bulova, Chairman
John Foust, Vice-Chairman

COMMUNITY REVITALIZATION AND REINVESTMENT COMMITTEE

(Committee of the Whole)
Gerald Hyland, Co-Chairman
Jeffrey McKay, Co-Chairman

DEVELOPMENT PROCESS COMMITTEE

(Committee of the Whole)

Michael Frey, Chairman

Penelope Gross, Vice-Chairman

ECONOMIC ADVISORY COMMITTEE

(Committee of the Whole)

John Foust, Chairman

Patrick Herrity, Vice-Chairman

ENVIRONMENTAL COMMITTEE

(Committee of the Whole)

Penelope Gross, Chairman

HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

(Committee of the Whole)

Catherine Hudgins, Chairman

John Foust, Vice-Chairman

HUMAN SERVICES COMMITTEE

(Committee of the Whole)

Catherine Hudgins, Chairman

Penelope Gross, Vice-Chairman

INFORMATION TECHNOLOGY COMMITTEE

(Committee of the Whole)

Linda Smyth, Chairman

Catherine Hudgins, Vice-Chairman

LEGISLATIVE COMMITTEE

(Committee of the Whole)

Jeffrey McKay, Chairman

PERSONNEL AND REORGANIZATION COMMITTEE

(Committee of the Whole)

Penelope Gross, Chairman

Linda Smyth, Vice-Chairman

PUBLIC SAFETY COMMITTEE

(Committee of the Whole)

Gerald Hyland, Chairman

TRANSPORTATION COMMITTEE

(Committee of the Whole)

Jeffrey McKay, Chairman

John Foust, Vice-Chairman

Catherine Hudgins, Vice-Chairman

Board Agenda Item
January 13, 2015

10:40 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Authorization to Advertise a Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement Among the Board of Supervisors, Lake Anne Development Partners, LLC, and Community Preservation and Development Corporation for the Redevelopment of the Crescent Property and Other Parcels in the Lake Anne Village Center (Hunter Mill District)

ISSUE:

Authorization to advertise a public hearing on the disposition of County-owned property as required by Va. Code Ann § 15.2-1800 (2012) in connection with the redevelopment of the Crescent property ("Property"), Fairfax County Tax Map numbers 17-2 ((16)), parcel 1A and 17-2 ((14)) (1), parcel 2G. A concurrent public hearing will be held to consider a Comprehensive Agreement (the "Comprehensive Agreement") among the County, Lake Anne Development Partners, LLC (LADP), and Community Preservation and Development Corporation (CPDC) for the purpose of redeveloping the Crescent property in accordance with the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended ("PPEA").

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing for January 27, 2015, at 4:30 p.m.

TIMING:

Board action is requested on January 13, 2015, to permit sufficient time to advertise the proposed public hearing to be held on January 27, 2015, thus allowing a comment period as required by the Code of Virginia, and the decision to be made by the Board at its meeting on March 3, 2015, thus permitting CPDC to apply for Low Income Housing Tax Credits (LIHTC) by the March 6, 2015, deadline. The Board approved Comprehensive Plan Amendment, 2013-III-UP1, to allow modifications to the recommendations of Land Units A, B, C, D, E and F of the Lake Anne Village Center at its meeting on December 2, 2014. A public hearing for the rezoning application for the project, DPA A-502-07/PCA A-502/PRC A-502-3, also is scheduled for January 27, 2015.

BACKGROUND:

The Crescent property is located within the Land Anne Commercial Revitalization Area (CRA) on Cameron Crescent Drive in Reston. As part of an effort to encourage and guide the revitalization of the Lake Anne Village Center (LAVC) and to preserve affordable housing, the County purchased the Crescent property for \$49,500,000 in February 2006. The property contains 181 garden style multi-family affordable units.

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In 2009, the Board adopted an amendment to the Comprehensive Plan that provides guidance on the mix of uses and intensities recommended to foster the redevelopment of the LAVC.

On February 9, 2012, the County advertised Request for Proposal RFP-2000000-125; Crescent Redevelopment (RFP) under the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) for the redevelopment of the 16.5 acre Crescent property. The RFP encouraged potential offerors to partner with owners of adjacent land units within the LAVC to achieve a comprehensive redevelopment plan that aligned with the vision of the Comprehensive Plan, including the preservation of affordable housing, the creation of additional workforce housing and a development that would serve as a catalyst for the revitalization of the LAVC. Eight (8) proposals were received in response to the RFP, and the response from LADP, together with its partner, CPDC, was determined to be the most responsive to the RFP.

The Board entered into an Interim agreement with LADP on September 30, 2013. Per the Interim Agreement, LADP filed the necessary applications for zoning and land use entitlements in connection with its proposed redevelopment. Simultaneously with the entitlement work, staff, LADP, and CPDC have negotiated a proposed Comprehensive Agreement for the development of the project generally consistent with the RFP, the LADP/CPDC response, and negotiations to date. Execution of the Comprehensive Agreement is contingent upon the Board's approval of the Project Entitlements, which are also scheduled for a public hearing on January 27, 2015.

Summary of the Comprehensive Agreement

The Comprehensive Agreement will include the following written agreements: (i) the Agreement of Purchase and Sale, conveying the majority of the Property in fee simple from the County to LADP; (ii) two Contracts to Ground Lease between the County, as landlord, and an affiliate of CPDC (with form ground leases attached thereto) pertaining to the portion of Crescent which the County will retain ownership of, but will lease to the CPDC affiliates for the construction of two affordable housing buildings to replace the existing affordable units; (iii) Loan Commitments executed by the Fairfax County Redevelopment and Housing Authority (FCRHA), describing the terms of loans to be made by the FCRHA to each of the CPDC-controlled ground leases; and (iv) a Relocation Plan for the residents of the Crescent Apartments and a related agreement between the County and CPDC to facilitate such relocation.

Each of the documents that comprise the Comprehensive Agreement addresses various legal components of the development, ownership, and use of the project, and is summarized below.

Transaction Overview

Under the proposed Comprehensive Agreement, the transaction would involve three components:

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- The sale by the County of the majority of the Crescent property to LADP in fee simple;
- The long-term (99 year) ground lease by the County of the site for the replacement affordable units to CPDC-controlled affiliates; two ground leases will be used, as CPDC will construct the replacement units in two new buildings and will utilize different financing for each such building; and
- The conveyance of the remaining approximately 1.2 acre portion of County-owned land to Reston Association, who will in turn convey approximately 1.04 acres of adjacent land to LADP to facilitate the project.

The key driver of the project schedule is the award of Low Income Housing Tax Credits (LIHTC) by the Virginia Housing Development Authority (VHDA) to CPDC. CPDC's obligation to close on the leases and construct the replacement units, and LADP's ability to close on the fee simple portion of the project, are both contingent upon VHDA's award of LIHTC to CPDC. The application for the competitive and more substantial 9% LIHTC occurs once a year, in March. If VHDA awards CPDC 9% credits in the 2015 cycle, then the sequence of events is as described below; if VHDA does not award 9% credits to CPDC in the 2015 cycle, then the sequence halts and CPDC will apply for the 9% LIHTC in 2016. The Comprehensive Agreement is structured to allow CPDC at least two opportunities to apply for LIHTC – the 2015 and 2016 cycles; they may also apply in the 2017 cycle upon certain conditions, including the posting of an additional deposit.

In 2015, VHDA's deadline for applications for the 9% LIHTC is March 6. By May or June of 2015, VHDA will announce the awards of the 2015 9% LIHTC. Assuming CPDC receives 9% LIHTC in 2015, CPDC would issue 120-day relocation notices to the existing Crescent tenants in the spring/summer of 2015. The fee simple closing, in which the County would sell the fee simple portion of the project to LADP, would then occur in late 2015 or early 2016. After the fee simple closing, LADP would start on the site work for the entire project, including the County-owned remainder to be ground leased to CPDC-controlled affiliates. Upon completion of this site work – projected to take seven to eight months – the closing of the ground lease utilizing the 9% LIHTC would occur in late summer 2016, with the other ground lease closing within the following few months. The construction of the replacement buildings would then be expected to be completed in late 2017 or early 2018.

Agreement of Purchase and Sale (Fee Closing)

The County would sell approximately 13.6 acres of the Crescent property in fee simple to LADP for development of the non-replacement housing (750 dwelling units, of which 20% would be Affordable Dwelling Units or Workforce Dwelling Units) and 45,800 square feet of office/retail. The purchase price is \$32,918,825.50 if the fee closing

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occurs in 2015; the purchase price escalates by 2.5% per year thereafter, to \$33,741,137.06 in 2016 and \$34,584,665.48 in 2017. LADP will provide a \$1,000,000 deposit to the County upon execution of the Comprehensive Agreement to be credited against the ultimate purchase price. If LADP elects to retain the ability to close into 2017, it must, among other things, post an additional deposit of another \$1,000,000.

Before the fee simple closing, there are a number of conditions that must be satisfied, including:

- CPDC will have been awarded LIHTC for the construction of the replacement units;
- CPDC will have obtained governmental approval of the building permits for the replacement affordable buildings;
- LADP will have obtained site plan, subdivision plan, and all other development approvals needed to perform the site work necessary to allow vertical construction of the replacement units;
- LADP will have obtained the right-of-way (or, at the County's election, binding agreements for the acquisition of such right-of-way) necessary for the realignment of Village Road;
- LADP will have entered into binding agreements evidencing site control of certain adjacent non-County parcels necessary for consolidation;
- LADP and the County (with the consent of CPDC) will have entered into agreements allocating responsibilities and costs for the Proffers for the project and providing for necessary easements between the parcels for the coordinated use and operation of the project; and,
- LADP will have executed a restrictive covenant binding upon the fee simple portion of the project. To ensure that the replacement affordable units are constructed and that other redevelopment goals (such as the realignment of Village Road) are met, the parties have agreed to record a restrictive covenant against the fee simple portion of the project at fee closing that limits LADP's ability to construct the market-rate portion of the project until various milestones are achieved with respect to the construction of the replacement units and/or the meeting of other goals.

Contracts to Ground Lease and Ground Leases (Lease Closing)

Simultaneously with the execution of the Comprehensive Agreement, the County would execute the two Contracts to Ground Lease, which would in turn, upon certain conditions, lead to the closing and execution of the ground leases themselves. As with the fee closing, the lease closings are conditioned upon the award of LIHTC; the lease closings are also contingent upon LADP's completion of the site work.

In the two ground leases, the County would lease a total of approximately 2.9 acres to CPDC for a term of 99 years and for the construction of two multi-family buildings (D3 and D4) that will house the affordable replacement units. One building (and lease) would be financed with 9% LIHTC and the other building (and lease) with the less competitive, but less lucrative, 4% LIHTC.

The leases generally require that 10% of the total units be affordable to households at 30% or lower of the area median income (AMI), another 20% of units be affordable to households at or below 50% of AMI, and the remainder (up to 181 units) be affordable to households at or below 60% of AMI. The County will not receive any rental income from these leases in furtherance of the affordable housing goals for the Project, except for a one-time \$2,500,000 payment (Loan Commitment) discussed further below.

Loan Commitment

CPDC has proposed a lease rent and loan structure with the County with two aims: (1) to allow CPDC to score higher in its application with VHDA for the 9% LIHTC, and (2) to eliminate a funding gap that the 4% LIHTC-financed building would otherwise face.

Under this structure, CPDC would, upon the closing of the lease for the 9% LIHTC-financed building, make a one-time \$2,500,000 payment to the County as landlord under the lease. The County would then immediately convey these funds to the FCRHA, who in turn would loan the \$2,500,000 to both the 9% and 4% projects.

The loan would be made at a fixed interest rate of 3% with terms of 35 years (for the 9% building loan) and 40 years (for the 4% building loan). The loans are to be repaid from 50% of the net cash flow after repayment of the deferred developer fee, and would be secured by a subordinate lien on CPDC's leasehold interest in the property. The FCRHA would join the Comprehensive Agreement solely with respect to the provisions relating to this loan. This structure is acceptable to VHDA.

Relocation Plan

The construction of the two replacement buildings will require the demolition of three out of five of the existing Crescent Apartment buildings. Many existing tenants will need to be relocated off-site during construction of the replacement units. The Relocation Plan describes the coordination and timing of such tenant relocation. The parties have negotiated a Relocation Plan that obligates CPDC to provide income-eligible affected tenants with appropriate interim housing during the construction of replacement units. Income-eligible tenants of the existing Crescent Apartments would ultimately have an opportunity to return to the replacement units. The County and CPDC will execute an agreement prior to fee closing to facilitate CPDC's relocation of existing tenants.

Note Regarding Existing County Debt on Crescent Property

As noted above, the County paid \$49,500,000 for the Crescent property in 2006, along

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with \$300,000 for costs of issuance. This acquisition was funded with \$9,200,000 from the Affordable Housing Fund and \$40,600,000 in Bond Anticipation Notes (BANs), which have previously been refinanced and will have a balance of \$21,465,000 when they mature on March 1, 2015. The total cost includes financing and cost of issuance. At its meeting on January 27, 2015, the Board will be requested to refinance the balance of the current BAN with a new fixed rate taxable direct loan maturing on March 1, 2018. This financing would provide the County greater flexibility for prepayment of the new direct loan upon receipt of the proceeds from the sale of the Crescent property, as well as have lower costs of issuance. Until such refinancing, debt service payments of \$2.5 million will be earmarked from annual revenues in the Affordable Housing (Fund 30300) to continue to pay down the outstanding principal on the loan. It is anticipated that proceeds from the sale of the property to LADP beyond the outstanding debt will be allocated to Fund 300-C30300, the Affordable Housing Fund.

FISCAL IMPACT:

There is no fiscal impact to authorize the advertisement of the public hearing on January 27, 2015. The fiscal impact of the proposed Comprehensive Agreement is as summarized above.

ENCLOSED DOCUMENTS:

Attachment 1 - The Comprehensive Agreement (with exhibits) can be viewed at <http://www.fairfaxcounty.gov/dpsm/solic2.htm#ppea>

STAFF:

Patricia Harrison, Deputy County Executive
Barbara A. Byron, Director, Office of Community Revitalization
Paula Sampson, Director, Department of Housing and Community Development
Kurt Creager, Incoming Director, Department of Housing and Community Development

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ADMINISTRATIVE – 2

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill District)

ISSUE:

Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends that the Board endorse the traffic calming plan for Abbotsford Drive consisting of the following:

- One Speed Table on Abbotsford Drive (Hunter Mill District)
- One Raised Crosswalk on Abbotsford Drive (Hunter Mill District)
- Striped Parking and Bicycle Lanes on Abbotsford Drive, from Counsellor Drive NW to Center Street (Hunter Mill District)
- Removal of existing Chicanes on Abbotsford Drive (Hunter Mill District).

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

TIMING:

Board action is requested on January 13, 2015.

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 engineering studies 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 November 24, 2014, the

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Department of Transportation received verification from the local Supervisor's office confirming community support for the above referenced traffic calming plan.

FISCAL IMPACT:

Funding in the amount of \$65,000 for the traffic calming measures associated with The Abbotsford Drive project is available in Fund 300-C30050, General Fund, under Job Number 2G25-076-000.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Plan for Abbotsford Drive

STAFF:

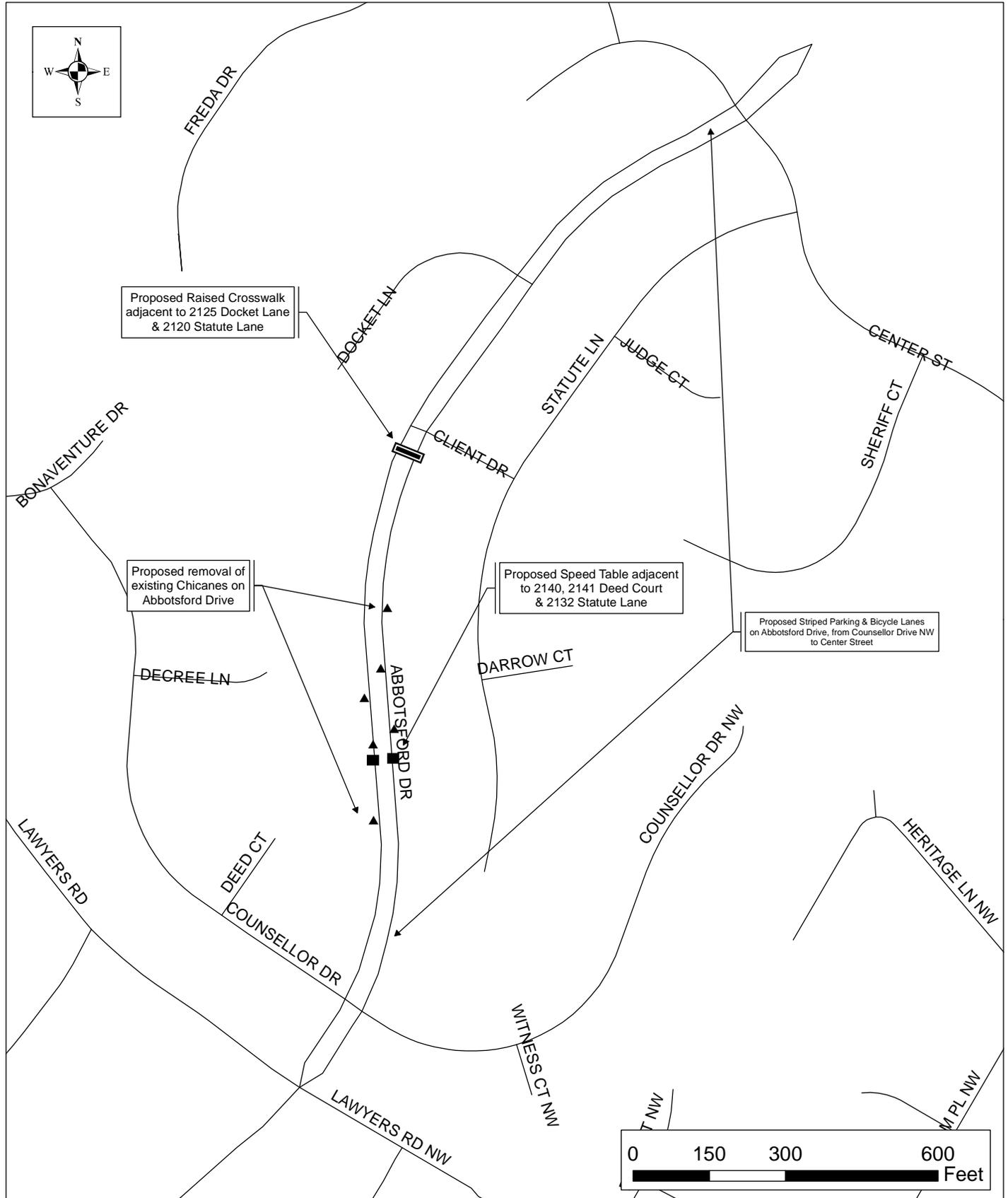
Robert A. Stalzer, Deputy County Executive

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

Steven K. Knudsen, Transportation Planner, Traffic Operations Section, FCDOT



November, 2014

Fairfax County Department of Transportation
 Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
ABBOTSFORD DRIVE
 Hunter Mill District



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ADMINISTRATIVE – 3

Extension of Review Period for 2232 Applications (Mount Vernon, Providence, Braddock and Dranesville Districts)

ISSUE:

Extension of review period for 2232 applications to ensure compliance with review requirements of *Section 15.2-2232* of the *Code of Virginia*.

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following applications: FS-V14-14, FS-P14-39, FS-B13-20, FS-D14-42, and FS-H14-21.

TIMING:

Board action is required on January 13, 2015, to extend the review period of the applications noted above before their expiration date.

BACKGROUND:

Subsection B of *Section 15.2-2232* of the *Code of Virginia* states: "Failure of the commission to act within 60 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 90 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 60 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 need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

The review period for the following applications should be extended:

FS-V14-14	Northern Virginia Regional Park Authority Occoquan Regional Park 9751 Ox Road
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- Lorton, VA
Mount Vernon District
Accepted November 20, 2014
Extend to April 30, 2015
- FS-P14-39 Verizon Wireless and Milestone Communications, Inc.
7500 Magarity Road
Falls Church, VA
Accepted November 5, 2014
Extend to April 4, 2015
- FS-B13-20 New Cingular Wireless PCS, LLC
8100 Braddock Road
Annandale, VA
Accepted November 12, 2014
Extend to April 11, 2015
- FS-D14-42 Newpath Networks, Inc.
8352 Old Dominion Drive
McLean, VA
Accepted November 13, 2014
Extend to April 12, 2015
- FS-H14-21 Verizon Wireless
11922 Freedom Drive
Reston, VA
Accepted November 17, 2014
Extend to April 16, 2015

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

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ADMINISTRATIVE – 4

Streets into the Secondary System (Dranesville, Lee, Mason, and Sully 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.

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Hanson's Addition to Edwin D. Becker	Dranesville	Chelsea Manors Court Springvale Road (Route 674) (Additional Right-of-Way (ROW) Only)
The Howard Gardner School	Lee	Franconia Road (Route 644) (Additional ROW Only)
Kingstowne Gas Station and Kohl's Department Stores	Lee	Kingstowne Boulevard (Route 8113) (Additional ROW Only)
Highland View	Mason	Cook Street
Lake Investment Associates, LLC (Shirley Industrial Park Lot 38A)	Mason	Commercial Drive (Route 4007) (Additional ROW Only)
Virginia Electric and Power Company (Ashton Commons)	Mason	Little River Turnpike (Route 236) (Additional ROW Only)
The Ponds at Lafayette & Moore Lafayette I & II LLC	Sully	Pleasant Valley Road (Route 609) (Additional ROW Only) Pleasant Valley Road (Route 609) (Additional ROW Only) Lafayette Center Drive (Route 8527) (Additional ROW Only)

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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)
Bill Hicks, Director, Land Development Services, DPWES

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>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.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 6990-SD-03</p> <p>SUBDIVISION PLAT NAME: Hanson's Addition to Edwin D. Becker</p> <p>COUNTY MAGISTERIAL DISTRICT: Dranesville</p>		
<p>ENGINEERING MANAGER: Terry L. Yates, P.E.</p> <p>BY: <u>Nadia Alphonse</u></p>	<p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p>DATE OF VDOT INSPECTION APPROVAL: <u>07/30/2014</u></p>		
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Chelsea Manors Court	CL Springvale Road (Route 674) - 585' S CL Beach Mill Road (Route 603)	743' W to End of Cul-de-Sac	0.14
Springvale Road (Route 674) (Additional Right-of-Way Only)	376' S CL Beach Mill Road (Route 603)	459' S to End of Dedication	0.0
NOTES:			TOTALS:
Springvale Road: 6' Stone Dust Trail on the West Side to be maintained by Fairfax County.			0.14

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: 9103-SP-001 SUBDIVISION PLAT NAME: The Howard Gardner School COUNTY MAGISTERIAL DISTRICT: Lee
ENGINEERING MANAGER: Terry L. Yates, P.E. BY: <u>Nadia A. Johnson</u>	FOR OFFICIAL USE ONLY DATE OF VDOT INSPECTION APPROVAL: <u>09/02/2014</u>

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Franconia Road (Route 644) (Additional Right-of-Way Only)	157' NE CL Leewood Drive (Route 1680)	169' NE to End of Dedication	0.0

NOTES:	TOTALS:
5' Concrete Sidewalk on South Side of to be maintained by VDOT.	0

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>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.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 6105-SP-086</p> <p>SUBDIVISION PLAT NAME: Kingstowne Gas Station and Kohl's Department Stores</p> <p>COUNTY MAGISTERIAL DISTRICT: Lee</p>		
<p>ENGINEERING MANAGER: BY: <u>Nadia Alphonse</u></p>	<p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p>DATE OF VDOT INSPECTION APPROVAL: <u>09/02/2014</u></p>		
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Kingstowne Boulevard (Route 8113) (Additional Right-of-Way Only)	276' NE CL Viceroy Drive (Route 8698)	320' NE to End of Dedication	0.0
NOTES: 8' Asphalt Trail on South Side to be maintained by Fairfax County			TOTALS: 0.0

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>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.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p>		
<p>ENGINEERING MANAGER: Terry L. Yates, P.E.</p>			
<p>BY: <u>Nadie Alphonso</u></p>			
<p>FOR OFFICIAL USE ONLY</p>			
<p>DATE OF VDOT INSPECTION APPROVAL: <u>08/13/2014</u></p>			
STREET NAME	LOCATION	LENGTH MILE	
	FROM	TO	
Cook Street	Existing Cook Street (Route 2569) - 140' NW CL Clarence Avenue (Route 2568)	193' NW to End of Cul-de-Sac	0.04
NOTES:			TOTALS:
4' Concrete Sidewalk on Both Sides to be maintained by Fairfax County.			0.04

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>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.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p>		
<p>ENGINEERING MANAGER: BY: <u>Nalia A. Johnson</u></p>			
<p>FOR OFFICIAL USE ONLY</p> <p>DATE OF VDOT INSPECTION APPROVAL: <u>09/04/2014</u></p>			
<p>PLAN NUMBER: 3593-SP-006</p>			
<p>SUBDIVISION PLAT NAME: Lake Investment Associates (Shirley Industrial Park Lot 38A)</p>			
<p>COUNTY MAGISTERIAL DISTRICT: Mason</p>			
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Commercial Drive (Route 4007) (Additional Right-of-Way Only)	335' N CL Industrial Drive (Route 2723)	509' NW to End of Dedication	0.0
<p>NOTES: 5' Concrete Sidewalk on North Side to be maintained by VDOT.</p>			<p>TOTALS: 0.0</p>

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: 5941-SP-01

SUBDIVISION PLAT NAME: Virginia Electric and Power Company (Ashton Commons)

COUNTY MAGISTERIAL DISTRICT: Mason

ENGINEERING MANAGER: Terry L. Yates, P.E.
BY: *Nadia Alphonso*

FOR OFFICIAL USE ONLY
DATE OF VDOT INSPECTION APPROVAL: *09/11/2014*

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Little River Turnpike (Route 236) (Additional Right-of-Way Only)	135' SE CL Willow Run Drive (Route 2458)	529' SE to End of Dedication	0.0

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

TOTALS: 0.0

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>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.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 5951-SP-023</p> <p>SUBDIVISION PLAT NAME: The Ponds at Lafayette & Moore Lafayette I & II LLC</p> <p>COUNTY MAGISTERIAL DISTRICT: Sully</p>		
<p>ENGINEERING MANAGER: Terry L. Yates, P.E.</p> <p>BY: <u>Nidia Riphonse</u></p>	<p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p>DATE OF VDOT INSPECTION APPROVAL: <u>09/04/2014</u></p>		
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Pleasant Valley Road (Route 609) (Additional Right-of-Way Only)	30' S CL Lafayette Center Drive (Route 8527)	66' S to End of Dedication	0.0
Pleasant Valley Road (Route 609) (Additional Right-of-Way Only)	907' SW CL Lafayette Center Drive (Route 8527)	48' SW to End of Dedication	0.0
Lafayette Center Drive (Route 8527) (Additional Right-of-Way Only)	1,160' NW CL Pleasant Valley Road (Route 609)	112' SW to End of Dedication	0.0
NOTES:			TOTALS:
Pleasant Valley Road: 5' Concrete Sidewalk on West Side to be maintained by VDOT.			0.0
Lafayette Center Drive: 5' Concrete Sidewalk on South Side to be maintained by VDOT.			

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ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing for Approval of Modifications to the County's Solid Waste Ordinance, Chapter 109.1

ISSUE:

Board of Supervisors' authorization to advertise a Public Hearing for approval of modifications to the County's solid waste ordinance, Chapter 109.1.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize advertisement of a public hearing at 4:30 p.m. on February 17, 2015, to approve proposed modifications to the county's solid waste ordinance, Chapter 109.1 of the *Code of the County of Fairfax*.

TIMING:

Board of Supervisors' authorization to advertise on January 13, 2015, is required for a Public Hearing on February 17, 2015 at 4:30 p.m.

BACKGROUND:

Fairfax County Department of Public Works and Environmental Services (DPWES) regulates the collection, recycling and disposal of municipal solid waste from residents and businesses within the county. Proposed modifications to this ordinance, Chapter 109.1, are necessary to clarify existing requirements and streamline portions of the code to aid collection companies and other businesses in complying with county requirements. Attachment 1, Staff Report, provides a listing of the proposed modifications that are included in this revision to Chapter 109.1.

Modifications to the existing Chapter 109.1 involve expanding the responsibility for establishing recycling systems for non-residential properties to include other entities rather than just the property owner, as is currently specified in the ordinance. Currently, the property owner is responsible for the establishment of a recycling system. However, the property owner does not typically contract for waste collection at properties they own. This is usually done by a property management company or a solid waste broker. As such, the recycling program requirements were expanded to apply to property managers and solid waste brokers. Solid waste brokers are firms that are expert in contracting for waste management services and negotiate the best possible contracts

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for collection services on behalf of their clients, in the hope of saving money in the cost of collection service. Solid waste brokers will be required to register with the county in order to operate legally. They will be charged a nominal fee annually for the registration. The fee is to be set by the director of the solid waste program; currently the fee will be set at \$200.

For residential recycling, presently there is no mechanism to enforce the recycling requirements in situations where a community or homeowner's association contracts for waste collection service. The code has been modified to allow the county to enforce the recycling program requirements with community or homeowner's associations.

Chapter 109.1 currently specifies the process for obtaining a Certificate-to-Operate for a waste collection company to legally collect waste and recycling in the county as a business. The details of the exact process for obtaining a Certificate-to-Operate were removed from this version of the code and were placed in a guidance document for collection companies to use as they apply for their annual Certificate-to-Operate. The reason for removing the application process details from the code and placing them in a guidance document is to be able to modify the application process as necessary, without the need to modify the code each time the application process is changed.

Other changes to the code include clarifications as to which parts of the requirements apply to residential waste and recycling collection (curbside) as compared to collection of waste and recycling from commercial properties (front-end container collection). It also specifies several activities which are prohibited, such as prohibitions against collecting waste and recycling together in the same container and collecting waste in an open-top container.

These modifications have been made in consultation with and comment from the business community including the trade association representing privately-owned collection companies, the Fairfax County Chamber of Commerce, the Northern Virginia Building Association (NVBIA) and the National Association for Industrial and Office Parks (NAIOP).

FISCAL IMPACT:

The fiscal impact from the modifications to Chapter 109.1 include the annual \$200 fee for the registration of solid waste brokers. There are no other financial impacts to residents or businesses.

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ENCLOSED DOCUMENTS:

Attachment 1 - Staff Report

Attachment 2 - Markup of proposed changes of *Code of the County of Fairfax*, Chapter 109.1, Solid Waste Management

STAFF:

Robert A. Stalzer, Deputy County Executive

James W. Patteson, P.E., Director, Department of Public Works and Environmental Services (DPWES)

Stephen W. Aitcheson, P.E., Deputy Director, DPWES, Solid Waste Management Program (SWMP)

Pamela F. Gratton, Director, Recycling, Engineering and Environmental Compliance, SWMP

Staff Report on Proposed Modifications to Chapter 109.1, January 13, 2015

Article 1 – General Requirements

1. Adds several definitions including “community association”, “property manager”, and “solid waste broker” and the term “registered agent”, as defined by the Commonwealth of Virginia.
2. Incorporates by reference a new guidance document for such parties as part of new regulatory action.

Article 2 – Recycling

1. Incorporates Section 10-0300 of the Public Facilities Manual (PFM) by reference.
2. Gives specific size and capacity requirements for recycling systems at multi-family and non-residential properties so that adequate service can be provided to users.
3. Adds the term “designee” (not just the property owner) to the list of entities required to provide recycling systems to tenants.
4. Requires all multi-family properties to recycle the same materials, no matter when the building was constructed.
5. Creates a new requirement for collection companies to provide customers with CTO. documentation and for property managers to share contract terms with the agency
6. Codifies the current operating procedure that non-residential tenants who provide their own trash service (as opposed to the property owner providing such service) are also responsible for providing a recycling system to employees and/or customers.
7. Specifies, that for the purposes of recycling reports, quantities and material types are nonproprietary information.
8. Provision for collection companies to leave behind materials set out improperly.
9. Prohibits the collection of refuse and recyclables in the same container.
10. Limits the collection of recyclables in open-top containers, with some exceptions.

Article 3 – Pre-collection and Storage

1. Adds the term “designee” (not just the property owner) to the list of entities required to have Municipal Solid Waste Management (MSW) Management and Recycling Plans.
2. Defines when the plans need to be updated.

Article 4 – Required Permits, Registrations, and Certifications (new title)

1. Deletes specifics of the permit and CTO processes from County code, which will now be maintained in administrative documents that are incorporated by reference
2. New regulatory action regarding property managers (PMs), solid waste brokers, and community associations: associations and PMs that do not allow a hauler to communicate with residents to provide the annual statement of service to such residents on behalf of the hauler;
3. Associations, PMs and solid waste brokers who arrange for service that violates Chapter 109.1 are also in violation of the chapter and subject to enforcement.
4. Solid waste brokers must register with the Solid Waste Management Program (SWMP) and contracting with an unregistered broker is a violation.
5. All brokers must provide information to customers on recycling and solid waste management system requirements, and an annual statement of service.
6. CTO applicants must be in good standing with the County Department of Taxation and the Virginia State Corporation Commission.
7. Operating without a CTO may be grounds for denial of a future CTO for up to one year.

Article 5 – Collection of Solid Waste

1. Makes willfully contracting with an unpermitted hauler illegal.
2. Specifies that the following are prohibited: collecting refuse and recycling in the same container, collecting less frequently than once a week, and collecting putrescible refuse and certain recyclables in an open-top container.
3. Sets a minimum level of service for non-residential customers.
4. Requires haulers to make up for missed collection due to inclement weather or holidays within the same week.
5. Prohibits non-residential properties from setting out trash in bags.
6. Limits container retrieval fees.
7. Major topical reorganization of sections 5-5 (collection points and set-out) and 5-6 (renamed to collection containers and vehicles) and other administrative revisions/updates.

Article 6 – Transportation

Minimal

Article 7 – Disposal of Solid Waste

Minimal

Article 8 – Emergency Provisions

Minimal

Article 9 – Enforcement

1. Makes disposal of out-of-county waste at a county facility grounds for denial, suspension, or revocation of CTO.
2. Repeats that operating without a CTO is grounds for denial of future CTO;
3. Increases possible fines to \$1000.
4. Creates a fine of \$200 for dumping illegally at a disposal facility.
5. Clarifies that general violations of Chapter 109.1 are a Class II misdemeanor punishable with a fine up to \$1000.

**AN ORDINANCE AMENDING
CHAPTER 109.1 OF THE FAIRFAX COUNTY CODE,
RELATING TO SOLID WASTE MANAGEMENT**

...

Draft of January 13, 2015

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 109.1-1-1 through 109.1-1-3; Sections 109.1-2-1 through 109.1-2-6; Sections 109.1-3-1 through 109.1-3-2; Sections 109.1-4-1 through 109.1-4-16; Sections 109.1-5-1 through 109.1-5-10; Sections 109.1-6-1 through 109.1-6-3; Sections 109.1-7-1 through 109.1-7-5; Sections 109.1-8-1 through 109.1-8-3; Sections 109.1-9-1 through 109.1-9-11;

Be it ordained by the Board of Supervisors of Fairfax County that:

1. Sections 109.1-1-1 through 109.1-1-3; Sections 109.1-2-1 through 109.1-2-6; Sections 109.1-3-1 through 109.1-3-2; Sections 109.1-4-1 through 109.1-4-16; Sections 109.1-5-1 through 109.1-5-10; Sections 109.1-6-1 through 109.1-6-3; Sections 109.1-7-1 through 109.1-7-5; Sections 109.1-8-1 through 109.1-8-3; Sections 109.1-9-1 through 109.1-9-11 are amended and re-adopted to read as follows:

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CHAPTER 109.1 OF THE FAIRFAX COUNTY CODE
Solid Waste Management

ARTICLE 1. General Requirements.

Section 109.1-1-1. Statement of Policy.

(a) The purpose of this Chapter is the furtherance of effective solid waste management, as provided for and authorized by the Code of Virginia (e.g., Titles 10.1 and 15.2). Consistent with the Code of Virginia, and complementary to its intent, the efficient management of ~~the~~ municipal solid waste (MSW) ~~management system~~ (e.g., recycling, collection, transfer, and disposal ~~of solid waste~~) with as few negative environmental and economic impacts as possible is an essential and integral part of promoting public health and welfare. This Chapter therefore intends to protect life, property, and the general environment, by establishing standards and procedures for the administration and enforcement of such standards as they relate to the control, collection, transportation, and disposal of MSW, and to promote source reduction and recycling as means of reducing the amount of MSW that has to be disposed.

To these ends, this Chapter acknowledges and/or authorizes the following supporting documents that further describe critical elements of the County's solid waste management system that may be updated or revised from time to time:

- (1) The County's Solid Waste Management Plan;
- (2) The County's Recycling Program Requirements; ~~and~~
- (3) Solid Waste Advisories;
- (4) Other County Solid Waste Management Program guidance and requirements, as they are developed by the Director.

(b) Applicability.

Except as otherwise provided, this Chapter, and any regulations or administrative directives or procedures issued under its authority, apply to all residents and commercial, industrial, and institutional establishments within or doing business within the County, and any person or entity who collects, transports, disposes, or otherwise manages ~~solid waste, and/or recyclable materials as defined elsewhere in this Chapter, or arranges for management of MSW.~~

Section 109.1-1-2. Definitions.

For the purpose of this Chapter, the following words and phrases shall have the meanings ascribed to them in this Section:

Authorized Agent means the individual designated by an entity to act on its behalf. This individual must have the authority and control to ensure compliance with this Chapter.

Brush means shrub and tree trimmings arising from i) general residential landscape maintenance and ii) similar non-residential landscape maintenance.

Certificate-to-Operate is the permit/approval for any person to engage in the business of collecting MSW in Fairfax County.

Collection means the collection and transportation of ~~municipal solid waste~~ MSW.

Collection vehicle means any vehicle used to collect and/or transport ~~municipal solid waste~~ MSW.

Collector means any person engaged in the regularly-scheduled commercial collection and/or transportation of ~~municipal solid waste~~ MSW from two or more residential, commercial, industrial, institutional or other establishments.

Community Association or Homeowners' Association means an unincorporated association, corporation or other organization that owns or has under its care, custody, or control real estate subject to a recorded declaration of covenants that obligates a person, by virtue of ownership of specific real estate, to be a member of the unincorporated association, corporation or other organization. For the purposes of this Chapter, an unincorporated association, corporation or other organization representing residents shall be considered the designee of Association members when acquiring solid waste services.

Compensation means any type of consideration paid for the collection, transportation or disposal of ~~solid waste and/or recyclables~~ MSW, including, but not limited to, direct or indirect compensation by tenants, licensees, or similar persons.

Composting facility means a permitted facility producing a stabilized organic material.

Construction/Demolition Debris (CDD) means solid waste generated during construction, remodeling, repair, or demolition of pavements, houses, commercial buildings or any other structures. CDD includes, but is not limited to: lumber; wire; sheetrock; brick; shingles; glass; pipes; concrete; paving materials; metals; and plastic; if part of the materials of construction and/or empty containers for such materials.

Construction/Demolition Debris (CDD) landfill means a land burial facility which accepts CDD for disposal.

Customers means anyone providing compensation to collectors and/or recycling or disposal facilities. Persons using County drop-off facilities shall also be considered customers.

Department means the Fairfax County Department of Public Works and Environmental Services.

Director means the Director of the Fairfax County Department of Public Works and Environmental Services or his/her designee.

Disposal means the final placement or destruction of ~~solid waste~~ MSW.

Disposal site means a facility at which ~~solid waste~~ MSW is disposed.

Energy/Resource Recovery Facility (E/RRF) means a disposal site designed for the purpose of reducing the volume of ~~solid waste~~ MSW through incineration. The process further produces steam, and/or ~~possibly~~ electricity, as a result of the combustion process.

Hazardous waste means a "hazardous waste" as ~~described~~ defined by the Virginia Hazardous Waste Management Regulations (9 VAC 20-60).

Household Hazardous Waste (HHW) means discarded household products that contain corrosive, toxic, ignitable, or reactive ingredients, or are otherwise potentially harmful if released to the environment. Products that fall into this category include, but are not limited to certain paints, cleaners, and pesticides. Latex paint is not HHW.

Materials Recovery Facility (MRF) means a facility where source-separated recyclables are either stored until large enough volumes are collected to be shipped to a buyer or processor, or they are processed to meet the specifications of recycling markets.

Mixed paper means ~~flattened~~ corrugated cardboard, magazines, catalogues, envelopes, office paper, brochures, phone books, junk mail, food boxes (such as cereal and cracker boxes), shoe boxes, and any other clean paper product without food residue.

Municipal Solid Waste (MSW) means that waste which is normally composed of residential, commercial, non-residential and institutional solid waste and residues derived from combustion of these wastes, as defined in Virginia's solid waste management regulations at 9 VAC-20-~~80-10~~, Part 181-10. MSW includes recyclables.

Person means and includes an individual, designee, corporation, association, firm, partnership, joint stock company, county, city, town, school, or any other legal entity.

Pipestem driveway means an extension off of a public road where one or more houses share a private drive to which their own driveways connect.

Principal Recyclable Material (PRM) means the recyclable material from the following list that comprises the majority of a business or commercial property's waste stream: newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard, kraft paper, container glass, aluminum, ~~high-grade office~~mixed paper, ~~tin~~metal cans, cloth, automobile bodies, plastic, clean wood, brush, leaves, grass and other ~~arbooreal~~vegetative materials. "Principal recyclable materials" do not include large diameter tree stumps.

Property Manager (PM) means a company, employee, or individual employed or otherwise engaged, including as a volunteer, by a property owner or a community association to manage day-to-day operations at one or more locations on the owner or owners' behalf and is considered to be a designee when acquiring solid waste services.

Putrescible material means organic material that can decompose.

~~Recyclable materials~~**Recyclables** means any of the materials that are or may be recycled, including but not limited to those listed in Article 2 – Recycling and the Recycling Program Requirements.

Recycling means the process of separating a material from the waste stream with the intent of diverting it from disposal ~~as solid waste.~~

Recycling center means a facility used for the collection of source-separated recyclable materials.

Recycling route means the route a collector follows to collect source-separated recyclable materials from customers.

Recycling system means the means by which recyclable materials are separated from the waste stream at the point of generation, and may include the means of delivering source-separated materials to a recycling center or MRF.

Refuse means all ~~solid waste~~MSW having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from ~~clean~~ cleanup of spills or contamination, or other discarded materials.

Regulations means rules, guidance, and/or requirements issued by the Director pursuant to this Chapter.

Responsible company official means the individual designated by an entity to act on its behalf. This individual must have the authority and control to ensure compliance with this Chapter.

Sanitary landfill means a land burial facility for the disposal of ~~solid waste~~MSW which is so located, designed, constructed and operated to contain and isolate the ~~solid waste~~MSW so that it does not pose a substantial present or potential hazard to public health or the environment; provided, however, that the term "sanitary landfill" shall not mean a land burial facility which only accepts non-putrescible ~~solid waste~~MSW (such as a CDD landfill, as defined in this Chapter).

Significant Modification means any physical change in or change in the method of operation of a commercial establishment that has the potential to result in a change in the quantity or characteristics of ~~solid waste or recyclable materials~~MSW being generated or managed by the establishment or facility.

Solid waste means any material defined as "solid waste" in 9 VAC 20-~~80-14081-10~~ et seq., of Virginia's solid waste management regulations.

Solid waste broker means a person or entity that, for a fee or other consideration, brokers, acts as a designee or otherwise arranges agreements between solid waste generators (including property owners, community/homeowner's associations, property managers or other entities) and providers of municipal solid waste collection, recycling, or disposal services.

Solid waste generators includes any persons that produce solid waste.

Source reduction is the reduction or elimination of the quantity or toxicity of waste being generated, which can be achieved through changes within the production process, including process modifications, feedstock substitutions, improvements in feedstock purity, shipping and packing modifications, housekeeping and management practices, or increases in the efficiency of machinery and recycling within a process. The term does not include dewatering, compaction, or waste reclamation.

Source separation is the process of removing recyclable materials from the waste stream at the point where the material is generated. For residential material, the source is considered the household and contiguous residential property such as lawns or yards. For commercial material, the source is considered the commercial premises in which business is conducted and contiguous property such as storage yards.

Tare weight means the operating weight of a fully-fueled vehicle with no payload but includes the driver; i.e., the empty weight of the vehicle.

Transfer station means any ~~solid waste~~MSW storage or collection facility at which ~~solid waste~~MSW is transferred from collection vehicles to other vehicles or means of transportation, for shipment to another site for permanent disposal.

Tree removal means any activity which generates ~~solid waste~~MSW from the maintenance, trimming, or removal of trees or shrubs where any individual piece or bundle exceeds 50 pounds in weight, is longer than four feet in length, or larger than six inches in diameter. Christmas trees are exempt from these size limitations if they are less than eight feet in length.

Unacceptable waste means ~~solid waste~~ which is prohibited from disposal at Fairfax County facilities by Fairfax County Code, rules or regulations, the *Virginia Code* and/or the Code of Federal Regulations.

Waste collection route means the route a collector follows to collect any ~~solid waste~~MSW set out by customers for collection.

Yard waste means the organic fraction of ~~municipal solid waste~~MSW that consists of grass clippings, leaves, vines, and brush arising from general landscape maintenance. Yard waste also includes similar materials collected from non-residential landscape maintenance, such as maintenance of streets, parks and recreational areas. Yard waste does not include any materials arising from tree removal, land clearing, or development activities.

Section 109.1-1-3. Statement of Policy and Administration.

(a) The Director shall be responsible for the administration and enforcement of this Chapter. Fairfax County Departments that shall assist in enforcing this Chapter, in cooperation with the Director, include but are not limited to, the Health Department, the Police Department, the Fire and Rescue Department, the Department of Planning and Zoning, the Department of Code Compliance, and the Park Authority.

(b) The Director shall have the power to make and issue fair and reasonable rules and regulations which will carry out the purposes and intent of this Chapter; the right to enter and inspect the business premises and collection vehicles of any collector and of any solid waste management facility; the right to require reasonable conditions in the application for a solid waste permit; the right to prohibit disposal of certain unacceptable waste at the I-66 Transfer Station, I-95 Sanitary Landfill or I-95 Energy/Resource Recovery Facility; and the right to adopt reasonable application forms and permit forms; provided that nothing herein contained shall in any way affect the authority of any other County agency as otherwise provided by the *Code of the County of Fairfax*.

(c) The Director shall determine solid waste permit fees, and set fees to be charged for the disposal of solid wasteMSW at all Fairfax County owned, operated, or associated disposal sitesolid waste management facility. The Director may change, at any time, the fees charged for the solid waste permits and for the disposal of solid wasteMSW at the I-66 Transfer Station, I-95 Sanitary Landfill, I-95 Energy/Resource Recovery Facility, or other associated solid waste management facility.

(d) The Director shall be responsible for implementing a recycling program, and shall have the authority to enforce compliance through use of civil penalties as authorized by this Chapter.

ARTICLE 2. Recycling.

Section 109.1-2-1. Statement of Policy Administration.

(a) This Article defines the recycling system for the residences and non-residential properties in Fairfax County, and identifies and describes the following elements of the recycling system:

- (1) Materials that must be source-separated for recycling at both residences and non-residential properties (defined for the purposes of this Chapter as *recyclable materials*);
- (2) Parties responsible for the provision of certain residential and non-residential recycling systems; and
- (3) Required recycling reports to the County.

(b) Methods available for implementation and enforcement of this Article are described elsewhere ~~in this Chapter~~ as follows:

- (1) Article 3 of this Chapter addresses pre-collection and storage;
- (2) Article 5 of this Chapter describes collection requirements; ~~and~~
- (3) Article 9 of this Chapter presents the means and process of ~~Code~~ enforcement for this Chapter; ~~and~~
- (4) The Recycling Program Requirements.

(c) The Director may approve alternative recycling systems that can demonstrate compliance with the intent of this Article to the satisfaction of the Department. All requests for alternative recycling systems must be submitted in writing to the Department. Approval must be granted by the Director prior to implementation.

(d) The Director may designate or alter which of the recyclable materials identified in Sections 109.1-2-2 and 109.1-2-3 which must be source separated.

(e) The provisions of this Chapter shall not affect the right of any person to sell or otherwise dispose of ~~solid waste~~MSW material as provided in the Code of Virginia, Section 15.2-933, nor permitted under any other law of the Commonwealth of Virginia.

(f) For purposes of this Article, non-residential properties shall specifically include schools and other institutions.

Section 109.1-2-2. Recycling ~~forat~~ Residential ~~Solid Waste~~Properties.

(a) Occupants of single-family homes and townhouses shall source-separate: container glass; metal food and beverage containers; plastic bottles and jugs; yard waste; scrap metal; and cardboard and mixed paper, including but not limited to corrugated cardboard, magazines, newspaper, office paper, and miscellaneous paper products.

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(b) Owners of multi-family dwelling units ~~for which site plan first submission occurred before July 1, 2007, or their designees~~ shall, within 30 days of taking ownership of these units, provide, or cause to be provided, a recycling system for ~~their~~ residents to source-separate cardboard and mixed paper (including but not limited to ~~corrugated cardboard~~, magazines, newspaper, office paper, and miscellaneous paper products), ~~and must provide each unit with notification regarding the use and participation in such system upon occupancy and at least once annually thereafter. Notification may be in the form of community newspapers or other outreach techniques.~~

~~(c) Owners of multi-family dwelling units for which site plan first submission occurred on or after July 1, 2007, shall in addition to the requirements of 109.1-2-2(b) provide, or cause to be provided, a recycling system for their residents to source-separate~~ container glass, metal food and beverage containers, plastic bottles and jugs, and scrap metal, ~~and. The recycling system must also comply with the items listed below:~~

- ~~(1) The size of any collection containers and the frequency with which they are collected must combine to create a recycling system of sufficient capacity that there is no need for residents to deposit material on the ground or put their recyclables in a refuse container.~~
- ~~(2) All refuse and recycling containers must be emptied at least once weekly unless a reduced collection frequency application or an alternative recycling system has been approved in writing by the Director.~~
- ~~(3) On or before February 1, 2016, any refuse collection container with a capacity of 2 cubic yards or greater must be accompanied by one or more recycling collection containers with volume equal to or greater than 25% of that of the refuse container.~~
- ~~(4) Recyclables collection containers must be clearly labeled with regards to what materials are accepted for recycling and must meet applicable portions of Article 5 of Chapter 109.1.~~
- ~~(5) Owners or their designees must provide each unit with notification regarding the use and participation in such system upon occupancy and at least once annually thereafter. Notification may be in the form of community newspapers or other outreach techniques.~~
- ~~(6) Owners or their designees are responsible for keeping the area around collection containers free from litter.~~

~~(c) The provisions at of 109.1-2-2 do not impose any liability upon any multi-family dwelling unit owner (or designee) for failure of residents to comply with the requirements for the separation of recyclable materials nor upon any collector or transporter of recyclable materials for failure of its customers to comply with such regulations. However, all multi-family dwelling unit owners (or their designees) must provide a recycling system for their residents that conforms to the County requirements for such systems, and must provide such residents with regular notifications, as specified herein. (22-06-109.1.)~~

~~(d) To ensure compliance with applicable Code provisions, owners of multi-family dwelling units or their designees must maintain for a period of three years and make available to the Department~~

for inspection and copying during normal business hours, upon request, any contracts and invoices for collection of materials to be disposed of or recycled. Contract prices and other such financial information may be deleted from materials provided.

Section 109.1-2-3. Recycling ~~from~~ Non-Residential Properties.

(a) Owners of non-residential properties or their designees shall, within 30 days of taking ownership of these properties, provide, or cause to be provided, a recycling system for their tenants, occupants, employees, and vendors to source-separate ~~the establishment's~~ cardboard and mixed paper (including but not limited to ~~corrugated cardboard~~, magazines, newspaper, office paper, and miscellaneous paper products). ~~Owners~~Any such system must ~~also include the following:~~

- (1) Recyclables must be collected in a container specifically designed for the purpose of containing municipal solid waste and must comply with applicable portions of Article 5 - Collection.
- (2) The size of any collection containers and the frequency with which they are collected must combine to create a recycling system of sufficient capacity that there is no need for tenants to deposit material on the ground or put their recyclables in a refuse container.
- (3) All refuse and recycling containers must be emptied at least once weekly unless a reduced frequency application or an alternative recycling system has been approved in writing by the Director.
- (4) On or before February 1, 2016, any refuse collection container with a capacity of 2 cubic yards or greater must be accompanied by one or more recycling collection containers with volume equal to or greater than 25% of that of the refuse container.
- (5) All collection containers must be clearly labeled with regards to what materials are accepted for recycling and must meet applicable portions of Article 5 of Chapter 109.1.
- ~~(4)~~(6) Property owners or their designees must provide system users each tenant with notification regarding the use and participation in such system upon occupancy and at least once annually thereafter.
- (7) ~~(b) Owners~~ Owners or their designees are responsible for keeping the area around collection containers free from litter.

(b) Within 30 days of taking ownership, owners or their designees of non-residential properties that meet or exceed the size thresholds defined in the County's Recycling Program Requirements shall also provide, or cause to be provided, a recycling system for their tenants, occupants, employees, and vendors to source-separate the establishment's Principal Recyclable Material (PRM). ~~Owners must also provide system users with notification regarding the use and participation in such system upon occupancy and at least once annually thereafter.~~

~~(c)~~ Non-residential properties which generate cardboard and mixed paper as their PRM need only recycle those materials.

~~(c)~~ Construction and demolition contractors shall source-separate ~~corrugated and recycle~~ cardboard.

(ed) The provisions ~~at of~~ 109.1-2-3 do not impose any liability upon any non-residential property owner for failure of tenants, occupants, employees and/or vendors to comply with the requirements for the separation of recyclable materials, nor upon any collector or transporter of refuse or recyclable materials for failure of its customers to comply with such regulations. ~~However, all non-residential property owners must provide, or cause to be provided, a recycling system for their tenants, occupants, employees, vendors, and/or customers in conformance with the County requirements for such systems, and must provide such tenants, occupants, employees, vendors, and/or customers notification regarding the use and participation in such system, as specified herein.~~

(e) To ensure compliance with applicable Code provisions, owners of non-residential properties or their designees must maintain for a period of three years and make available to the Department for inspection and copying during normal business hours, upon request, any contracts and invoices for collection of materials to be disposed of or recycled. Contract prices and other such financial information may be deleted from materials provided.

(f) If a tenant contractually assumes responsibility for refuse and recyclables management, the responsibilities placed on the property owners or their designees in this Article will also apply to the tenant.

Section 109.1-2-4. Recycling Report Required.

The owners or their designees of all non-residential properties that meet or exceed the size thresholds defined in the County's Recycling Program Requirements, and companies that collect or manage municipal solid waste or recycle materialsMSW generated in Fairfax County, shall annually report, by March 1 for the previous calendar year, such nonproprietary information regarding waste generation, waste management, and recycling as is necessary to facilitate County compliance with regulations adopted pursuant to the *Virginia Code*, Section 10.1-1411. Quantities and material types are considered nonproprietary, absent a detailed explanation.

All reports required by this section shall be based on volume or weight of each material recycled, provided that where such measurements cannot be accurately determined, the report may be based on carefully estimated data. Where estimates are submitted, they must contain sufficient detail to reasonably describe how the estimate was prepared, including but not limited to such data as container volume, frequency of collection, percent full when collected, and the type of material collected for recycling.

When information is withheld as proprietary, the report shall specify the nature of the information withheld and the basis for its proprietary determination. Annual recycling reports shall be submitted on a standardized form to be provided by the Director, and shall be signed by a responsible company official. Said reports shall include but not be limited to the name and address of the reporting entity, period of time covered by the report, and type and weight/volume of each material reported. Supporting documentation used in preparation of the report shall be retained for audit and clarification of reported data for a period of two (2) years following submissions of said report.

Section 109.1-2-5. Removal of Recyclable Materials.

It shall be unlawful for any person to salvage or otherwise remove any recyclable materials from recycling routes, private recycling containers, Fairfax County recycling centers, or any other County solid waste management facility without the authorization of the Director.

Section 109.1-2-6. Maintenance of Recycling System.

(a) No solid waste permit shall be issued to a collector or continue in effect until and unless the collector provides a written statement indicating that it maintains a recycling system for residential customers, in accordance with this Chapter, and offers and/or maintains a recycling system to multi-family and non-residential customers in accordance with this chapter.

(b) Recycling containers shall be subject to the requirements of Article 5 - Collections, Section 109.1-5-~~5 (a) through (g)-6~~.

(c) The mixing of refuse with any recyclables required to be source-separated ~~recyclables set out for collection~~ or that have been source separated, except as provided for in 109.1-5-3 (d) (3), is prohibited.

~~(d) Where source-separated recyclable materials are set out for collection on a scheduled refuse-only collection day, collectors shall not collect those recyclables and said recyclables will be collected on the next scheduled recyclables or yard waste collection day. Collectors shall leave information for the customer to inform them about why those materials were not collected.~~

~~(e) Construction and demolition debris cannot be collected in the same container with MSW and/or recyclables.~~

~~(f) Only certain recyclables as designated by the Director can be collected in an open-top container. They are: white goods, scrap metal, Christmas trees, or cardboard at construction and demolition sites. This shall not apply to construction and demolition debris that is collected for recycling rather than disposal.~~

ARTICLE 3. Pre-collection and Storage.

Section 109.1-3-1. Storage.

All occupants of single-family homes and townhomes, and owners of multi-family dwelling units or non-residential properties in the County (or their designees) shall maintain secure, safe, and sanitary facilities for storage of ~~municipal solid waste (MSW) and, including~~ recyclables. Such facilities shall be convenient to inspection and collection, and shall ~~incorporate design features that consider the following factors~~ provide for secure, safe, and sanitary storage prior to collection as follows:

(a) Readily available and well-signed access for the type of collection vehicle or system to be used. Access to the recycling facility shall be as obvious and convenient to residents, tenants, customers, employees, or other system users as that provided for storage of refuse, in order to promote recycling wherever it is being made available;

~~(b)~~ Ease of use for tenants. Collection locations shall be well-signed. Recycling locations shall be clearly marked, with diagrams and photos as necessary to encourage use by non-English speakers;

~~(b)(c)~~ The size, design, signage and proper care of containers; and shall be sufficient to provide for secure and sanitary storage of all refuse and recyclables generated by the residence or establishment for a seven-day period unless collected more frequently than once per week;

~~(c) The frequency of collection.~~

~~(d) Refuse and recyclables shall be collected on a frequency adequate to prevent overfilling or spilling of refuse or recyclables from storage containers, and in no case less than weekly, unless otherwise authorized by the Director; and~~

~~(e) Storage facilities shall be actively managed such that loose refuse, litter, and spillage from collection vehicles is minimized, and that any spillage is removed from the ground around the storage containers within 24 hours. Outside storage containers for refuse and recyclables shall be checked for proper closure daily, to prevent litter from blowing winds, and to discourage access by vermin and wildlife.~~

Section 109.1-3-2. MSW Management and Recycling Plans.

(a) The owner of any non-residential property or any multi-family dwellings ~~subject to the source separation requirements of Article 2~~ or their designees shall develop a MSW Management and Recycling Plan ~~consistent with the requirements of this Chapter~~, and make these Plans available to the Director for review ~~and approval~~ upon request. The Plan shall describe, at minimum:

- (1) Facility name and street address;
- (2) Name(s) of collection company(ies) providing refuse and recycling collection;
- (3) Number, location, and size of refuse and recycling containers or equipment;
- (4) Recyclable material(s) collected;
- (5) Frequency of ~~MSW refuse~~ and recycling ~~collection~~ collections; and
- (6) Name and telephone number of the ~~responsible~~ company official or property owner's representative responsible for implementing the plan.

(b) The MSW Management and Recycling Plan shall be updated and operational changes made concurrent with the following events:

- (1) Construction of a new facility or significant modification to an existing facility;
- (2) Change Occupancy by new tenants that materially change the function of the property resulting in changes in the MSW generated therein;
- ~~(3) Change of~~ ownership or property management firm; and
- ~~(3)~~ (4) Change of ~~solid waste~~ MSW collection vendor(s) or every five years, whichever comes first.

(c) The MSW Management and Recycling Plan shall be provided to Fairfax County within 30 days of receiving a written request from the Director.

(d) The MSW Management and Recycling Plan shall be implemented within 30 days of occupancy or as required by item (b) above. The Director may also request proof that any MSW Management and Recycling Plan has been implemented and become operational.

ARTICLE 4. Required Permits, Registrations, and Certifications.

Section 109.1-4-1. General.

(a) The County shall regulate certain aspects of its integrated solid waste management system through the following ~~programs~~:

- (1) Municipal Solid Waste (MSW) Collector Certificate to Operate (CTOs);
- (2) Other Solid Waste Permits, including:
 - (i) ~~MSW Collection Vehicle Permit;~~
 - ~~(ii) MSW Disposal Permit; and Permits,~~
 - ~~(iii) Special Waste/Use Permits, including Commercial Cash Accounts, Tire Disposal Accounts, Special Waste and Other Accounts; and~~
 - ~~(iii) Vehicle permits issued that correspond to waste permits and/or customer accounts. Vehicle permits are issued to a specified vehicle and must remain with the vehicle.~~
- (3) Recycling Business Registration.
- ~~(4) Regulation of community/homeowners associations, property managers, and solid waste brokers or other entities or designees inasmuch as they arrange for residential or non-residential refuse and recyclables collection/ management services.~~
- ~~(5) The Solid Waste Management Program guidance documents.~~

(b) Any person providing regularly-scheduled ~~solid-waste~~refuse collection services is required to maintain a CTO and ~~one or more collection vehicle permits.~~at least one vehicle designed and manufactured specifically for the collection of MSW. Each vehicle shall have a county-issued MSW collection vehicle permit. Any person providing ~~solid-waste~~refuse collection services on an ad-hoc basis is required to maintain the appropriate disposal or special waste/use permit (i.e., no CTO is required). This provision shall not apply to any business or vehicle which is solely transporting ~~solid-waste~~MSW which has originated and was generated from a site outside Fairfax County to a cooperative, inter-jurisdictional disposal site; provided that the business and/or collection vehicle is duly licensed and/or permitted by a respective member of the disposal site cooperative.

(c) Government entities are exempt from the bonding requirements of this Article.

~~(d) Changes to any information included in any application for any permit under this Chapter shall be communicated in writing to the Director within 30 days of the change. Examples of changes include, but are not limited to, change of business name, any changes to payment bond or required surety, change to back-up collector, change of street address for collection vehicle parking location, or changes to the Statement of Service required by this Chapter. In addition, changes to the business address, telephone number, or authorized agent or registered agent shall be reported to the Director within twenty-four (24) hours of change. See section 109.1-4-6.~~

Section 109.1-4-2. MSW Collector Certificate To Operate (CTO): Application and Recycling Registration Requirements.

(a) No person shall engage in the business of collecting MSW without a valid and current CTO or appropriate solid waste on a regularly-scheduled basis in Fairfax County without first obtaining a CTO permit from the Director; ~~provided, however,~~

(b) ~~No person shall engage in the business of collecting recyclables without first registering with the County as a recycling business. However, CTO holders that this provision also collect recyclables are exempt from the requirement to register as a recycling business.~~

(c) ~~The provisions of 109.1-4-2 (a) and (b) shall not be deemed to apply to the County, nor employees for the holder of any such CTO or permit/approval, nor shall this provision prohibit any individual person from collecting, processing, recycling, or disposing of their own household solid waste.~~

(b) ~~The Director) A CTO or permit shall issue a CTO only be issued~~ upon receipt of a complete application and upon a finding that the applicant has complied with all applicable sections of ~~this Chapter; the Fairfax County Code, including the Zoning Ordinance, and the Code of Virginia Code.~~ This includes proof of payment of other fees required by Fairfax County required under other codes. CTO Permit holders will be invoiced monthly for disposal charges incurred during the month.

(ee) Applicants for a CTO shall provide the Director ~~a completed application which shall contain at least the following information and documents with a copy of the Statement of Service required by the Fairfax County Solid Waste Management Program Permit Manual, accompanied by proof acceptable to the County that customers are or will be furnished with the Statement of Service upon occupancy and at least annually thereafter.~~

(f) ~~MSW collectors with only one permitted collection vehicle shall provide written certification to be included with the CTO application that another collector holding a current CTO is committed to act in a backup capacity should the permitted vehicle become unusable. The applicant must immediately notify the Director concerning any change in this backup arrangement during the term of the CTO. Backup collection arrangements obtained by the CTO holder may not be used by the CTO to avoid payment of delinquent disposal fees.~~

(g) ~~The Director may require additional information of any applicant or holder of a CTO, permit, or registration as is necessary to ensure that the individual or company is competent to satisfactorily and lawfully perform or continue to perform the proposed service. The application shall include:~~

- ~~(1) Name of business;~~
- ~~(2) Type of business (single propriety, partnership, corporation, etc.);~~
- ~~(3) Name of parent company (if applicable);~~
- ~~(4) Owner(s) or Authorized Agent;~~
- ~~(5) Business address;~~
- ~~(6) Mailing address;~~
- ~~(7) E-mail address (if available);~~
- ~~(8) Business telephone number(s) and emergency contact information;~~
- ~~(9) A certification that the applicant will maintain a business office in accordance with Section 109.1-4-5;~~
- ~~(10) A complete list of minimum and maximum rates for various residential collection services, and the level of service to be provided for each rate.~~
- ~~(11) Details of the surety to be used. In the case of a bond, the application shall~~

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~~include the name, address, and phone number of the bonding agency that holds the required solid waste collection, transportation and disposal bond, the amount of bond, the bond duration, and the bond number;~~

~~(12) — Name and address of liability insurance company and policy number;~~

~~(13) — Name and telephone number of another collector holding an MSW Collector CTO from the Director, which will act in backup capacity if collector has only one (1) permitted collection vehicle;~~

~~(14) — Name and address of collection vehicle washing facility where applicant will have collection vehicles washed;~~

~~(15) — Street address(es) of collection vehicle parking location(s);~~

~~(16) — Residential customer service area by U.S. Postal zip code, and type of service arrangements (e.g., subscription or contract);~~

~~(17) — Statement of service, accompanied by proof acceptable to the County that all existing customers are or will be furnished with a statement of service at least annually. This statement of service shall include the following:~~

~~(i) — Name of company, address, and phone number;~~

~~(ii) — Notice of any particular company rules and regulations concerning collection, consistent with the provisions of this Chapter;~~

~~(iii) — Notice of company policy concerning collection of solid waste on observed holidays;~~

~~(iv) — Notice of company policy concerning collection of solid waste on days when any natural (e.g., inclement weather) or manmade event interferes with routine collections;~~

~~(v) — Notice to all residential customers that the County Code requires the storage of household solid waste in a water-tight, insect-proof container, which is equipped with a tight-fitting lid, except that household solid waste in plastic garbage bags with closed tops may be placed outside for collection for a period of not more than 12 hours.~~

~~(vi) — Instructions on the appropriate manner for customers to prepare and set out all materials to be collected, including waste and recyclables including, as a minimum, the County's base recycling requirements.~~

~~(vii) — In the event that the collector intends to collect source-separated recyclables in a vehicle that can be, is, or has been used to collect refuse, that all affected customers have been or will be notified that this type of collection is being used.~~

~~(18) — Certification by the applicant that, at all times, the operation of the business will be in conformance with all applicable statutes, ordinances and court orders, including, but not limited to all applicable sections of this Chapter, the Fairfax County Code, including the Zoning Ordinance, and the Virginia Code, as a condition to the issuance and continued validity of the CTO.~~

~~(d) — A CTO application (h) Applications shall be approved or denied by the Director within~~with 30 days of the receipt of a complete application.

~~(e) — Upon approval of i) Applicants operating without the appropriate CTO application, the following must be provided to the Director prior to issuance of the CTO:~~

~~(1) — The applicable solid waste or other permit fees;~~

~~(2) — A bond or alternate surety acceptable to the County;~~

~~(3) — For collectors which(s), or operating while a CTO or permit only one (1) collection vehicle, the collector must provide the name, telephone number, and written commitment of another collector with a CTO in Fairfax County that will act in a backup capacity. The applicant must immediately notify the Director concerning any change in this backup collection vehicle capability during the term of the CTO. Backup collection vehicles may not be used to avoid payment of delinquent disposal fees.~~

~~(4) — Proof acceptable to the County of a public liability insurance policy covering all operations of such applicant pertaining to such business and all collection vehicles to be operated in the conduct thereof, as a minimum, in the amount required by the Commonwealth of Virginia. The collector shall provide notification to the Director of any new or replacement policy not less than 30 days prior to the effective date of current policy cancellation.~~

~~(5) — Evidence that at least one collection vehicle has been inspected and approved in accordance with Section 109.1-4-3.~~

~~(f) — Any collector illegally collecting solid waste without a CTO suspended, may be denied renewal of a CTO or other required permit(s) for a period of up to one year from the time of the offense, in addition to any other penalties described in this Chapter, be denied a CTO for a period of up to one year from the time of the offense.~~

~~(g) — Thej) All CTO holder and permit holders shall pay solid waste disposal fees and abide by the rules and regulations of the facility at which wastematerial is being discharged.~~

Section 109.1-4-3. MSW Collection Vehicle Permit.

~~(a) — All solid waste(a) No company shall operate any vehicle to provide regularly-scheduled refuse collection without first obtaining a collection vehicle permit.~~

~~(b) All MSW collection vehicles operating under a CTO shall be inspected on a schedule set by the Director, who shall designate a reasonable time and place for collection vehicle inspections. All vehicles operating under a CTO shall meet the requirements of Section 109.1-5-6 (a) and (b).~~

~~(bc) A vehicle permit shall be issued by the Director for each collection vehicle that meetspasses inspection and for which the requirements of Section 109.1-4-3 (a) upon payment of a permit fee per vehicle has been paid.~~

~~(ed) The Director shall assign a permit number to each approved collection vehicle, and provide a visible permit (e.g., plate, sticker) that shall be permanently affixed by the applicant to both sides of the collection vehicle on the door of the cab or at the farthest point forward on the truck body.~~

~~(d) — Vehicle tare weights may be reestablished at any time.~~

(e) Vehicle permits shall expire according to a schedule specified by the Director, and shall not be transferred or prorated.

(f) In the event that any permitted collection vehicle is removed from service or sold, the permit holder shall notify the Director and the permit for that collection vehicle shall be removed and returned to the Director no less than 10 business days following the vehicle's removal from service or sale. This shall be done before any permit is issued to the new vehicle owner.

(g) In the event that thea permit is ~~not recoverable~~lost, stolen or otherwise unrecoverable, the permit holder shall notify the Director in writing of the permit number of said collection vehicle and the circumstances of loss within ~~30~~10 business days. This shall be done, as well as payment of a lost permit

fee, before a replacement permit will be issued.

Section 109.1-4-4. Temporary ~~Collection Vehicle Permit~~ Permits.

(a) A temporary vehicle permit must be ~~approved by the Director~~ obtained for any additional collection vehicle not identified in the application for a CTO which is used or intended to be used by a collector already operating under a CTO. The temporary permit authorizes the collector to use a new, borrowed, rented or demonstrator collection vehicle not currently permitted ~~in the County of Fairfax~~ by Fairfax County

(b) The Director may issue a temporary vehicle permit to any person who may need a temporary vehicle permit to collect or dispose of waste using a vehicle that is not otherwise permitted for that use by the County.

~~(a)~~ (c) The temporary collection vehicle permit shall expire according to a schedule specified by the Director, ~~shall not~~ cannot be transferred or prorated, and may not be renewed without the specific approval of the Director. After the expiration of the temporary permit, the collector may use the collection vehicle only if it is permitted in accordance with ~~the~~ provisions of this Chapter.

Section 109.1-4-5. Vehicle Permit Exemption.

Vehicles used exclusively for the collection of recyclables, when clearly identified a such with signs approved by the Director, are exempt from the permitting and bonding requirements of this Article. If the same vehicle uses Fairfax County designated disposal facilities, the permit and bonding requirements for collection vehicles shall apply. All recycling collection businesses and vehicles are subject to the registration requirements of Section 109.1-4-14.

Section 109.1-4-6. Collector Business Office Location and Contact Information.

No CTO shall be issued to a collector or continued in effect until and unless the applicant maintains an office that is located and operated in compliance with all laws and regulations applicable to the business. The office shall be used for the transaction of business, such business to include, but not be limited to, the receipt of correspondence and the maintenance of records. In addition, the collector shall maintain a telephone system for receipt of complaints. Any change of address, telephone number, or authorized agent or registered agent shall be reported to the Director within twenty-four (24) hours.

~~Section 109.1-4-6. Vehicle Permit Exemption~~

~~———— Vehicles used exclusively for the collection of recyclables are exempt from the permitting and bonding requirements of this Article, unless the vehicle uses Fairfax County designated disposal facilities, in which case the permit and bonding requirements for collection vehicles shall apply. — All recycling collection vehicles shall, however, be subject to the registration requirements of Section 109.1-4-16~~

Section 109.1-4-7. Collection Collector Bonding Required; Condition; Term Renewal.

(a) Any person seeking a CTO to collect solid waste MSW as described herein shall furnish a bond or other financial instrument acceptable to the County ~~for each permitted collection vehicle.~~ The

surety shall be payable to the County of Fairfax in an amount deemed adequate by the Director and conditioned to indemnify and save harmless said County, as well as any person, firm, or corporation, from all fees, charges, expenses, or damages that may be incurred by such entity, caused by any failure to comply with the provisions of this Chapter, neglect in the handling of ~~solid waste~~MSW, or nonpayment of fees imposed for the disposal of ~~solid waste~~MSW at any County-designated solid waste management facility. Handling of ~~solid waste~~MSW shall be deemed neglected when the CTO holder fails to meet the frequency and/or quantity of collection required by this Chapter and contracted for by the customer. If the CTO holder fails to correct any such neglect or noncompliance with this Chapter within forty-eight (48) hours after receipt of written notice from the Director, the bond/surety shall be forfeited and the principal and/or surety on said bond shall be required to reimburse the County of Fairfax or any customer of such CTO holder for any expense or damage incurred as a result of such neglect or failure.

(b) The said bond shall be deposited with the Director. Any such bond shall be for a term at least equal to the duration of the ~~permit~~CTO. Cancellation of the bond, for any reason, prior to the date of expiration of the ~~permit~~CTO shall require a written notification to the Director at least 30 days prior to said cancellation. The collector's ~~permit~~CTO will be revoked if an alternate bond, meeting the requirements of this section, is not provided.

(c) The Director may increase the bond amount for any CTO holder, or allow alternate financial assurance mechanisms, if deemed necessary to protect the financial interests of the County or to address chronic failure to comply with Chapter 109.1.

~~(d) CTO holders shall provide the Director with a copy of any current and active surety bond applicable to Fairfax County which must include the following details: name, address, e-mail address, and telephone number of the bonding agency, the amount of the bond, the bond duration, and the bond number.~~

Section 109.1-4-8. MSW Disposal Permits.

(a) No person shall dispose of ~~municipal solid waste (MSW)~~ at Fairfax County disposal facilities without first obtaining a MSW Disposal Permit, or other appropriate permit, from the Director; provided, however, that this provision shall not be deemed to apply to the County, nor employees for the holder of any such permit, nor shall this provision prohibit any individual from collecting, processing, recycling or disposing of their own household MSW. Non-residential establishments engaged in disposing of their own MSW shall be subject to this provision.

(b) The Director shall issue a permit for MSW disposal upon receipt of a complete MSW Disposal Permit application. The applicant must certify that, at all times, the operation of the business will be in conformance with all applicable statutes, ordinances and court orders, including, but not limited to all applicable sections of ~~this Chapter, the Fairfax County Code, including the Zoning Ordinance, and the Code of Virginia Code,~~ as a condition to the issuance and continued validity of the Disposal Permit.

~~(c) Applicants for a MSW Disposal Permit shall provide the Director an application which shall contain at least the following information and documents:~~

- ~~(1) Name of company;~~
- ~~(2) Owner and, if applicable, Authorized Agent;~~
- ~~(3) Photocopy of drivers license for owner/authorized agent;~~
- ~~(4) Type of business;~~
- ~~(5) Business address;~~

- ~~(6) — Mailing address;~~
- ~~(7) — E-mail address (if available);~~
- ~~(8) — Business telephone;~~
- ~~(9) — Name and address of bonding company;~~
- ~~(10) — Bond duration and bond number;~~
- ~~(11) — Truck information, including a photocopy of the vehicle registration.~~

~~(d) — The disposal permit holder shall pay be responsible for payment of solid waste disposal fees and abide by for compliance by its employees and vehicles with the rules and regulations of the facility at which waste is being discharged.~~

~~(ed) Disposal permits shall expire according to a schedule specified by the Director, and shall not be transferred or prorated.~~

Section 109.1-4-9. Disposal Bonding Required; Condition; Term Renewal.

(a) Any person seeking a permit only for the disposal of ~~solid waste~~MSW shall furnish a bond, or other financial instrument acceptable to the County for each permitted vehicle disposing of ~~solid waste~~MSW at Fairfax County owned, operated, or controlled disposal sites. The surety will be payable to the County of Fairfax in an amount deemed adequate by the Director and conditioned to indemnify and save harmless the County from all charges, expenses, damages, or nonpayment of charges imposed for the disposal of ~~solid waste~~MSW at any site designated by the County.

(b) The Director may increase the bond amount for any permit holder, or allow alternate financial assurance mechanisms, if deemed necessary to protect the financial interests of the County or to address chronic failure to comply with Chapter 109.1.

(c) The bond shall be deposited with the Director. Any such bond shall be for a term at least equal to the duration of the permit. Cancellation of the bond, for any reason, prior to the date of expiration of the permit shall require a written notification to the Director a minimum of 30 days prior to said cancellation. A disposal permit shall be revoked if an alternate bond or alternate financial assurance mechanism meeting the requirements of this section is not provided.

Section 109.1-4-10. ~~Temporary disposal permit.~~

~~The Director may issue a temporary disposal permit to any person seeking solid waste disposal only. The purpose of the temporary disposal permit is to allow said person time to obtain the disposal permit. The temporary disposal permit shall expire according to a schedule specified by the Director, shall not be transferred or prorated, and shall not be renewed or extended without the specific approval of the Director. Prior to issuance of a temporary disposal permit, the applicant's driver's license and vehicle registration with the person's name, mailing address, and phone number is required.~~

Section 109.1-4-11. ~~Special Wastes/Uses Permitting; Other Permits: General.~~

In addition to the permitting programs for waste collection and disposal companies described above, the County may require and issue permits for the ~~following special waste~~other disposal activities and system users, as ~~described in Sections 109.1-4-12 through 109.1-4-15:~~necessary.

- ~~1) Section 109.1-4-11. Commercial Cash Accounts;~~
- ~~2) Tire Disposal Accounts;~~
- ~~3) Special Waste Accounts; and~~
- ~~4) Other Account Types~~

~~Special Waste/Uses permit holders shall pay solid waste disposal fees and abide by the rules and regulations of the facility at which waste is being delivered.~~

Section 109.1-4-12. Commercial Cash Accounts

~~(a)~~

~~(a) Commercial cash accounts are issued to businesses that generate waste at their business and need to dispose of it by paying at the time of disposal rather than being billed for disposal services according to procedure set by the county. No bond is required to secure payment to the county.~~

~~(b) The Director shall issue a permit for a Commercial Cash Account upon receipt of a complete/completed application.~~

~~(c) Failure to pay for service is a violation that incurs a penalty for nonpayment and other fees if not paid timely after notification by the County of the nonpayment.~~

~~(d) In order to use the commercial cash account, companies must obey all facility rules and regulations and upon a finding that the applicant has complied with all applicable sections of this Chapter, the Fairfax County Code, including the Zoning Ordinance, and the Virginia Code.~~

~~(b) Vehicles eligible for keep the Commercial Cash Program shall have a gross vehicle weight of less than five tons, and shall not include vehicle/trailer combinations too large to be accurately weighed on all County facility vehicle scales.~~

~~(e) Applicants for a Commercial Cash Account shall provide the Director an application which shall contain at least the following information and documents:~~

- ~~(1) Name/county notified of company;~~
- ~~(2) Owner and, if applicable, Authorized Agent;~~
- ~~(3) Photocopy/changes of drivers license for owner/authorized agent;~~
- ~~(4) Type of business;~~
- ~~(5) Business address;~~
- ~~(6) Mailing address;~~
- ~~(7) E-mail address (if available);~~
- ~~(8) Business telephone;~~
- ~~(9) Truck information, including a photocopy of the vehicle registration.~~

~~(10) Certification by the applicant that, at all times, the operation, vehicles or status of the business will be in conformance with all applicable statutes, ordinances and court orders, including all zoning and building requirements, as a condition to the issuance and continued validity of the permit.~~

~~(d) The commercial cash account holder shall pay solid waste disposal fees at the time of service,~~

~~and shall abide by the rules and regulations of the facility at which waste is being discharged may be rescinded upon failure to comply with this code and other applicable portions of Fairfax County code.~~

~~(e) A Commercial Cash Account application shall be approved or denied by the Director within 30 days of the receipt of a complete application and required documents.~~

~~(f) Commercial Cash Account permits shall expire according to a schedule specified by the Director.~~

Section 109.1-4-~~13.12.~~ Tire Disposal ~~Accounts~~ Permits.

(a) No person shall dispose of tires at a County solid waste management facility without first obtaining a Tire Disposal Permit, ~~or other permit acceptable to the Director~~; provided, however, that this provision shall not be deemed to apply to the County, nor employees for the holder of ~~any such a county disposal~~ permit, nor shall this provision prohibit any individual resident or business from collecting, ~~processing, recycling~~ or disposing of their own tires.

(b) The Director shall issue a permit for a Tire Disposal ~~Account~~ Permit upon receipt of a ~~complete~~ completed application and ~~upon a finding that the applicant has complied with all applicable sections~~ proof of this Chapter, the Fairfax County Code, including the Zoning Ordinance, and the ~~Virginia Code.~~

~~(c) Applicants for a Tire Disposal Account shall provide the Director an application which shall contain at least the following information and documents:~~

~~(1) Name of business;~~

~~(2) Owner(s) or Responsible Company Official;~~

~~(3) Type of business;~~

~~(4) Mailing address;~~

~~(5) Business telephone number;~~

~~(6) E-mail address (if available);~~

~~(7) Photocopy of owner or responsible company official's drivers license;~~

~~(8) Photocopy of registration for any vehicle used under the Tire Disposal Account;~~

~~(9) Certification by the applicant that, at all times, the operation of the business will be in conformance with all applicable statutes, ordinances and court orders, including all zoning and building requirements, as a condition to the issuance and continued validity of the permit; and~~

~~(10) Details of the surety to be used for permitted operations. In the case of a bond, the application shall include the name, address, and phone number of the bonding agency that holds the required bond, the amount of bond, bond duration, and bond number.~~

~~(d) A permit shall be issued or denied by the Director within 30 days of the receipt of a complete application and required documents.~~

~~(e) Tire Disposal Account permits shall expire according to a schedule specified by the Director.~~

~~(f) Prior to disposal of tires, Tire Disposal Account holders shall furnish a bond, or other financial instrument acceptable to the County, for each permitted vehicle disposing of tires at Fairfax County owned, operated, or controlled disposal sites. The surety will be payable to the County of Fairfax in an amount deemed adequate by the Director and conditioned to indemnify and save harmless the~~

~~County from all charges, expenses, damages, or nonpayment of charges imposed for the disposal of solid waste at any site designated by the County.~~

~~(g) — The Director may require a higher bond amount, or allow alternate financial assurance mechanisms, if deemed necessary to protect the financial interests of the County or to address chronic failure to comply with Chapter 109.1.~~

~~(h) — The bond shall be deposited with the Director. Any such bond shall be for a term at least equal to the duration of the permit. Cancellation of the bond, for any reason, prior to the date of expiration of the permit shall require a written notification to the Director a minimum of 30 days prior to said cancellation. A Tire Disposal Account shall be revoked if an alternate bond or alternate financial assurance mechanism meeting the requirements of this section is not provided.~~

~~(c) — Companies will be invoiced for tire disposal for remittance to Fairfax County.~~

Section 109.1-4-14. ~~Special Waste Accounts~~

~~(a) — The Director shall issue a special waste account upon receipt of a complete application and upon a finding that the applicant has complied with all applicable sections of this Chapter, the Fairfax County Code, including the Zoning Ordinance, and the Virginia Code.~~

~~(b) — The purpose of the special waste account is to allow for disposal at County facilities of materials or products that may require special review or handling prior to acceptance for disposal.~~

~~(c) — Applicants for a Special Waste Account shall provide the Director an application which shall contain at least the following information and documents:~~

~~(1) — Name of business;~~

~~(2) — Owner(s) or Authorized Agent;~~

~~(3) — Type of business;~~

~~(4) — Mailing address;~~

~~(5) — E-mail address (if available);~~

~~(6) — Business telephone number;~~

~~(7) — E-mail address (if available);~~

~~(8) — Photocopy of owner or responsible company official's drivers license;~~

~~(9) — Photocopy of registration for any vehicle used under the Special Waste Account;~~

~~and~~

~~(10) — Certification by the applicant that, at all times, the operation of the business will be in conformance with all applicable statutes, ordinances and court orders, including all zoning and building requirements, as a condition to the issuance and continued validity of the account.~~

~~(d) — A Special Waste Account permit shall be issued or denied by the Director within 30 days of the receipt of a complete application and required documents.~~

~~(e) — Special Waste Account permits shall expire according to a schedule specified by the Director, and shall not be transferred or prorated.~~

~~(f) — Prior to acceptance for disposal, the Director may require additional information on~~

~~special waste, including but not limited to origin, and physical and chemical characteristics, if deemed necessary to protect the interests of the County.~~

~~(g)—— Prior to disposal of special waste, the Director may require that Special Waste Account permit holders furnish a bond, or other financial instrument acceptable to the County, for each permitted vehicle disposing special waste at Fairfax County owned, operated, or controlled disposal sites. The surety will be payable to the County of Fairfax in an amount deemed adequate by the Director and conditioned to indemnify and save harmless the County from all charges, expenses, damages, or nonpayment of charges imposed for the disposal of solid waste at any site designated by the County.~~

~~(h)—— The Director may require a higher bond amount, or allow alternate financial assurance mechanisms, if deemed necessary to protect the financial interests of the County or to address chronic failure to comply with Chapter 109.1.~~

~~(i)—— The bond shall be deposited with the Director. Any such bond shall be for a term at least equal to the duration of the permit. Cancellation of the bond, for any reason, prior to the date of expiration of the permit shall require a written notification to the Director a minimum of 30 days prior to said cancellation. A Special Waste Account permit shall be revoked if an alternate bond or alternate financial assurance mechanism meeting the requirements of this section is not provided.~~

Section 109.1-4-1513. Other AccountPermit Types (reserved).

Section 109.1-4-1614. Recycling Business Registration.

(a) No person shall engage in the business of collecting recyclable materials in Fairfax County as a commercial enterprise without first registering their organization and all vehicles used for this purpose with the Director; provided, however, that this provision shall not be deemed to apply to employees of the business owner, nor prohibit any individual from collecting, processing, or transporting recyclable materials generated within their own household or commercial establishment. Companies with active CTOs which have identified all vehicles used to collect MSW in their current CTO application need not register under this requirement.

(b) Persons registering their recycling business shall provide the Director with at least the following information and documents annually, upon request:

- (1) Name of business;
- (2) Type of business (single propriety, partnership, corporation, etc.);
- (3) Name of parent company (if applicable);
- (4) Owner(s) and Authorized Agent (if applicable);
- (5) Business address;
- (6) Mailing address;
- (7) E-mail address (if available);
- (8) Business telephone number;
- (9) A complete list of vehicles to be used in the collection of recyclable materials, including manufacturer, model, and body capacity/style.
- (10) Street address(es) of collection vehicle parking location(s);

- (11) Customer service area by U.S. Postal zip code, and type of service arrangements (e.g., subscription or contract); and
- (12) The types of recyclable material being collected (by established commercial grade), the anticipated quantity to be collected, and the final market, interim processor, or MRF to which collected materials are to be delivered and other information as necessary to establish compliance with section 109.1-2-4.

(c) Recycling companies will provide an update of any of the above information to the Director within 30 days of a change.

Section 109.1-4-15. Community Associations and Property Managers.

(a) Community associations and/or property managers or their designees that arrange for MSW collection service must provide communication between residents of the community and/or their tenants and the collection company providing MSW collection service through a Statement of Service upon occupancy and at least annually thereafter, as described in the Fairfax County Solid Waste Management Program Permit Manual.

(b) Any community association and/or property manager or his/her designee that arranges for MSW collection service that does not comply with County Code shall be in violation of the code, and subject to enforcement action, as provided in this Chapter.

(c) Any community association or property manager or his/her designee that knowingly or willfully contracts with a solid waste broker or a MSW collection company that is not registered or permitted to operate in Fairfax County as described above shall be in violation of this chapter.

Section 109.1-4-16. Solid Waste Brokers.

(a) All businesses operating in Fairfax County as a solid waste broker on behalf of customers must register annually as such with the Solid Waste Management Program. The registration must be completed in the provided format and include the following information:

- (1) Virginia State Corporation Commission ID number:
- (2) Contact information for all employees operating as a solid waste broker on behalf of customers that are located in Fairfax County, including for each such employee:
 - (i) Name.
 - (ii) Address.
 - (iii) Telephone number.
 - (iv) E-mail address.
- (3) List of contractors with whom the solid waste broker arranges collection service.

(b) All businesses operating as a solid waste broker shall pay an annual registration fee specified by the Director.

(c) Any solid waste broker operating without such registration is in violation of Chapter 109.1 and subject to enforcement action as provided in Article 9.

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(d) Any business or individual who knowingly or willfully contracts with a solid waste broker that is not registered to operate in Fairfax County as described above shall be in violation of this Chapter.

(e) All solid waste brokers operating in Fairfax County must provide the following information to establishments in Fairfax County for which the broker has arranged solid waste services:

- (1) Information on the applicable recycling and refuse requirements in Fairfax County, as described in this Chapter and in Recycling Program Requirements which are incorporated by reference.
- (2) A Statement of Service defining what service will be provided to the customer, including days and frequency of service, type of containers, materials accepted, set-out instructions, and contact information. A completed "MSW Management and Recycling Plan" may be used in place of a statement of service; however, distribution of such must be accompanied by explanatory information such as a cover letter.

(f) In the event that a solid waste broker arranged for MSW and/or recycling collection service on behalf of a customer for which service is not in compliance with Chapter 109.1, both the broker and the customer, except as provided by Article 2 of this Chapter, shall be in violation of Chapter 109.1 and subject to enforcement action as provided in Article 9.

ARTICLE 5. Collection of Solid Waste.

Section 109.1-5-1. Intent

In the interest of public health, public safety, environmental quality, and the safeguarding of public and private property, this Article describes the manner in which ~~solid waste~~MSW shall be collected. Lawful storage, set-out, collection, vehicles, and service levels are also addressed.

This Article is intended to specify the minimum or base levels of service to be provided by permitted ~~solid waste~~MSW collectors in Fairfax County. Nothing in this Article is intended to prevent a collector from providing a level of service greater than the minimum levels required by this Article, at such rates and charges as agreed between the collector and customer.

Section 109.1-5-2. Manner of Collection.

(a) No person shall ~~knowingly or willfully~~ contract with any ~~solid waste~~MSW collector ~~or recycling business~~ who does not possess a County-issued Certificate-to-Operate for collection services or with any recycling business that is not registered with Fairfax County. For purposes of this Section, evidence of a ~~willful~~knowing violation is the voluntary contracting by a person after having received written notice from the County that the ~~solid waste~~MSW collector is not authorized to operate within the County or that the recycling business is not registered in the County.

(b) ~~Solid waste~~MSW collection shall be conducted in such a manner that it does not create a nuisance or safety hazard, adversely affect public health, ~~or~~ violate any ordinance or Code of the County of Fairfax, nor allow such conditions to continue. This includes, but is not limited to, obeying all applicable speed limits and other traffic controls in transit to, from, and while serving collection routes, operating the vehicle on the correct side of the street at all times, giving way to oncoming traffic where it is required by law to do so, picking up litter that may have gathered around the collection container or been released during transportation, and returning empty containers so that they do not interfere with pedestrian or vehicular traffic.

(c) Collection of ~~solid waste~~MSW shall be by permitted collection vehicles and shall be conducted in such a manner that it is not dumped, spilled, stored or thrown into any street, court, lane, alley, sewer inlet, vacant public lot, stormwater structure, public way, private property, or any area not designated as a lawful disposal site.

(d) In the event any ~~solid waste~~MSW spills or falls into a street, public way, court, lane, or alley during the process of collection, it shall be deemed the responsibility of the collector to immediately correct such conditions.

(e) ~~Solid waste~~MSW shall be completely emptied at a lawful disposal or recycling site as soon as possible after the completion of any daily ~~solid waste~~ collection route, and shall not be stored in ~~solid waste~~MSW collection vehicles for a length of time exceeding 24 hours, excluding Sundays.

(f) Collection vehicles shall not be parked overnight anywhere other than in properly zoned locations. Parking of collection vehicles on the public right-of-way, other than temporary stops during the collection route, is a violation of 109.1-6-2 (a).

(g) The following collection methods are prohibited unless specifically approved in writing by the Director:

- (1) Commingling refuse and recyclables in one collection container.

~~(2) On-call service or collection of refuse or recyclables less frequently than once per week.~~

~~(3) Collection of refuse or recyclables in an open-top container, other than white goods, scrap metal, Christmas trees, or cardboard at construction and demolition sites. This shall not apply to construction and demolition debris that is collected for recycling rather than disposal.~~

Section 109.1-5-3. Solid Waste to be Collected.

(a) ~~Municipal solid waste~~MSW generated by normal household or commercial activities from premises to which collection services are being provided shall be collected in accordance with the requirements of this Chapter.

(b) The following materials are not subject to the collection requirement of 109.1-5-3:

- (1) Dead animals and pets;
- (2) Manure;
- (3) Tree stumps;
- (4) Dirt, stone, rock, and brick;
- (5) Containerized liquids;
- (6) Friable asbestos;
- (7) Lead-acid batteries;
- (8) ~~Freon Appliances~~ containing ~~appliance~~ozone-depleting chemicals;
- (9) Scrap metal and discarded appliances that are over 50 pounds in weight or 48 inches in length; and
- (10) Poisons, corrosives, flammables, explosives or other unacceptable or hazardous waste. It should be noted that items considered to be household hazardous waste (HHW) are subject to the collection requirements of 109.1-5-3.

(c) For materials required to be collected curbside under this Article: (1) materials too large for containers shall be collected if tied securely in bundles not exceeding four feet in length; and (2) no single container or bundle shall exceed 50 pounds gross weight. ~~Corrugated cardboard shall be collected for recycling when prepared in accordance with the Recycling Program Requirements.~~

(d) The base price for any ~~solid waste and recycling~~ collection contract shall include the minimum level of service unless otherwise approved by the Director. The minimum level of service for collection by material type shall be as follows:

- (1) *Refuse*: ~~For residential customers~~, weekly removal of all refuse that is set out and prepared in accordance with Section 109.1-5-3(c). ~~For non-residential customers, weekly collection is required unless specifically approved by the Director in writing.~~
- (2) *Recyclable Materials*: weekly removal of all recyclable materials ~~that are from residential and non-residential customers~~ properly prepared and set out. Other collection frequencies may be adopted for containerized and non-residential recycling service. ~~through application for and approval of an alternative recycling system.~~

- (3) *Yard waste from single-family and townhouse residential units, including brush:* from March 1 to December 24, weekly removal for recycling of up to ten individual bags, containers, or bundles. Brush may be limited to individual pieces or bundles of no greater than 50 pounds in weight, four feet in length, and no piece larger than six inches in diameter. Outside this period, yard waste may be collected with refuse.
- (4) *Christmas trees from single-family and townhouse residential units:* removal and recycling of all trees of less than 8 feet in length that are set out during the first two weeks of January.

(e) Nothing in this Chapter shall preclude the collector from providing a higher level of service than required, with regard to frequency, quantity, size, material type, or other factor.

(f) All ~~solid waste~~MSW collected by the collector, upon being loaded into the collection vehicle, shall become the property of the collector.

Section 109.1-5-4. Frequency of Collection.

(a) ~~Municipal solid waste~~MSW shall be collected no less than once weekly from single-family residences and townhouses.

(b) ~~Municipal solid waste~~MSW from all other sources shall also be collected no less than once weekly, unless a reduced collection frequency or alternative recycling system is approved in writing by the Director.

(c) ~~Municipal solid waste~~MSW shall be collected more frequently, as may be fixed by the Director or collected more frequently as may be fixed by the Fire ~~Marshal~~Marshal or Chief of Fire and Rescue Department upon a determination that more frequent collections are necessary for the preservation of the public safety with respect to any particular establishment producing flammable ~~solid waste~~MSW

(d) Any solid waste management bond or other surety held by Fairfax County as required by Article 4 may be used to pay for collection of waste where the collector for whom the bond/surety was issued has failed to meet the minimum collection frequency specified in this Article.

Section 109.1-5-5. Collection Points and Set-Out Restrictions.

~~(a)~~ (a) — Solid waste Set-out of residential refuse and recycling shall comply with the following:

(1) Containers for residential use shall be stored upon the residential premises. ~~Solid waste containers shall be of sturdy, rodent and insect resistant and watertight construction with tight fitting lids sufficient to prevent leakage or spillage of the disposed materials contained therein~~

~~(2)~~ (b) — The outside storage of household waste refuse and recyclables in plastic bags with closed tops for not more than 12 hours is allowed — by residential customers only.

~~(2)~~(3) Loose, bulky non-putrescible materials which are too large to fit into mechanically dumped containers may be set out, provided that they are: 1) securely bundled; or 2) completely contained in cardboard boxes or plastic bags which are and adequately secured to prevent leakage or spillage; and; 3) individual bundles,

bags, boxes or other containers do not exceed four feet in length and 50 pounds in weight.

~~(c) — Solid waste and recycling containers for all other uses shall be stored upon private property, at points which shall be well drained and fully accessible to collection vehicles and to public health inspection, fire inspection, and solid waste inspection personnel.~~

~~(4) (d) — Yard waste may only be set out in bags, reusable containers, or in piles as instructed by the company which will be collecting them.~~

~~(3)(5)~~ (5) Recyclable materials shall be set out separately from ~~solid waste~~MSW intended for disposal, and ~~bundled,~~ contained ~~in plastic or metal bins, kraft paper bags, or transparent plastic bags, and adequately secured~~so as to prevent leakage or spillage, but not to preclude visual identification and inspection. ~~Recycling shall be set out as described in subsections (3) and (4) above.~~ Individual containers, bundles, bags, and/or boxes of recyclable materials set out for collection shall not exceed four feet in length and 50 pounds in weight.

~~(4)(6)~~ (6) (e) — On each scheduled collection day, residential ~~solid waste~~refuse and recyclables shall be placed at the curb line or at a point on the property line at the edge of pavement or terminal point of a pipestem driveway easement, adjacent to the public right of way where the collection vehicle stops. Residential ~~solid waste~~refuse and recyclables shall not be set out for curbside collection on any sidewalks or any other portion of the public right of way where they could interfere with pedestrians or vehicular traffic.

~~(f) — No collection vehicles of any type are required to enter into any pipestem driveway for the purpose of conducting solid waste or recycling collection operations or turning around.~~

~~(5)(7)~~ (7) (g) — If ~~waste and/or recyclables~~MSW placed at the curb or in the public right-of-way ~~are by a residential customer is~~ not picked up within ten days, the County may remove them and recover the costs of removal.

~~Section 109.1-5-6. Collection vehicles and containers.~~

~~(b) (a) — All collection vehicles and Set-out of non-residential refuse and recycling shall comply with the following:~~

~~(1) All containers shall be stored upon private property, at points which shall be well drained and fully accessible to collection vehicles and to public health inspection, fire inspection, and solid waste inspection personnel, in addition to complying with Section 109.1-5-6.~~

~~(2) Non-residential customers are only permitted to store refuse and recyclables outdoors inside of an approved container as described in Section 109.1-5-6. Non-residential customers are not permitted to store refuse or recyclables in bags, boxes or bundles outside unless specifically approved in writing by the Director.~~

~~(3) Recyclable materials shall be set out separately from MSW intended for disposal and contained as described in Section 109.1-5-6 so as to prevent leakage or spillage but not to preclude visual identification and inspection. Co-collection of recyclables and refuse in a single container is not permitted and does not comply with the recycling requirements in Article 2 of this Chapter.~~

- ~~(4) If MSW placed at the curb or in the public right-of-way by a non-residential customer is not picked up within ten days, the County may remove it and recover the costs of removal from the customer, collection company and/or designee.~~

Section 109.1-5-6. Collection Containers and Vehicles.

- ~~(a) Containers (including compactors, front-end containers to be and roll-off containers) used in the to collect refuse and recycling shall comply with the following:~~
- ~~(1) All refuse containers shall be of sturdy, rodent and insect resistant and watertight construction with tight fitting lids sufficient to prevent leakage or spillage of the disposed materials contained therein and must be closed when not in use.~~
 - ~~(2) Any dumpster, front-loading container, compactor or wheeled cart provided for collection of recycling shall be of sturdy, rodent and insect resistant and watertight construction with tight fitting lids sufficient to prevent leakage or spillage of the recyclables contained therein but not to preclude visual identification and inspection and must be closed when not in use.~~
 - ~~(3) Collectors who provide refuse and/or recycling containers shall be responsible for maintaining up-to-date name and contact information on these containers. Where a collector chooses to change this information, the collector must either correct the changes on every container (except containers used for collection at single-family homes or townhouses), or remove that container from service. Collectors may not charge a fee for updating containers in this manner.~~
 - ~~(4) Open-top containers may not be used to collect, store, or transport refuse or any other putrescible items. Open-top containers may not be used for recyclables except per 109.1-5-2 (g)(3).~~
 - ~~(5) Yard waste may only be set out in bags, reusable containers, or in piles as according to Section 109.1-5-5 (a) (4).~~
 - ~~(6) All roll-off containers and compactors shall have safety reflectors affixed to both sides and ends of container. Safety reflector requirements for said roll-off container or compactor shall include the use and/or combination of reflective tape, reflective paint, or reflective glass~~
- ~~(b) All collection vehicles for which a collection vehicle permit is being sought must be designed and manufactured specifically for the collection of municipal solid waste. Design and manufacture shall include automatic dumping capabilities, watertight body, and additional requirements as determined by the Director in the collection vehicle inspection. All collection vehicles shall display the current name and telephone number of the company operating the vehicle.~~

- ~~(2)(8) (c) In the event of solid wasterefuse or recycling collection service cancellation by a customer, the owner of the solid wasterefuse or recycling collection container shall be responsible for removing the container(s). All such containers shall be removed within ten business days of customer service~~

cancellation. Any container ~~with a capacity of two cubic yards or larger~~ which is not removed within ten business days of service cancellation shall be deemed abandoned, and subject to removal by the County. The Director must make a reasonable attempt to notify the owner of the container prior to removal by the County. Containers removed by the County will be ~~removed~~, emptied, and stored at the owner's expense, including the cost for disposal of waste contained therein, and may not be reacquired until all such expenses have been paid. Any container not reacquired within 30 days will be forfeited to the County of Fairfax and sold at public auction, or added to the County's assets.

~~(d) All roll-off containers used for collection or transportation of solid waste shall have safety reflectors affixed to both sides and ends of container. Safety reflector requirements for said roll-off container shall include the use and/or combination of reflective tape, reflective paint, or reflective glass.~~

~~(e) All solid waste and recycling containers with a capacity of two cubic yards or larger which are used for the collection of solid waste or for the source separation of recyclable materials shall be clearly marked as to their capacity in cubic yards, the type(s) of materials acceptable for the container, and the owner's name and telephone number.~~

~~(9) (f) Open top roll-off containers may not be~~ The County can require the owner of any container to remove that container if it is found to create a nuisance, traffic impediment or adversely affect public health or safety. If after making a reasonable attempt to notify the owner of this requirement the Director is unable to contact the owner, or if the owner fails to remove the container after notification of such requirement, the County may remove, empty and store the container at the owner's expense, including the cost for disposal of waste contained therein, and the container may not be reacquired until all such expenses have been paid. Any container not reacquired within 30 days will be forfeited to the County of Fairfax and sold at public auction or added to the County's assets.

~~All vehicles used to collect, store, or transport municipal solid waste or any other putrescible items.~~

~~(b) (g) Vehicles permitted to collect refuse and recycling shall comply with the following:~~

~~(1) All collection vehicles to be used in the collection of MSW must have a collection vehicle permit (see Article 4).~~

~~(2) All collection vehicles for which a collection vehicle permit is being sought must be designed and manufactured specifically for the collection of municipal solid waste shall not be used to collect MSW.~~

~~(i) Design and manufacture shall include a completely enclosed and watertight truck body with automatic dumping capabilities, and additional requirements as determined by the Director in the collection vehicle inspection and as described in this Chapter and in the Fairfax County Solid Waste Management Program Permit Manual.~~

~~(ii) All collection vehicles shall display the current name and telephone number of the company operating the vehicle.~~

~~(i)(iii) Vehicles permitted to collect recyclables unless they are must be clearly identified as such. Such signage shall be removed if the vehicle is used to collect refuse.~~

- ~~(iv) The Director may consider the use of vehicles not specifically manufactured for the collection of MSW under emergency conditions or for other reasons as determined by the Director. The vehicles must receive a temporary vehicle permit prior to being put into service.~~
- (3) All collection vehicles to be used in the collection of MSW shall be maintained in a manner that prevents spillage of the types of MSW to be collected therein, and provides proper control of odors, vermin, and liquid waste leakage.
- (4) No collection vehicles of any type are required to enter into any pipestem driveway for the purpose of conducting refuse or recycling collection operations or turning around.

Section 109.1-5-7. Alteration of Collection Service; Required Notices.

(a) Any collector shall give written notice of intent to alter collection service to residential customers in the following manner:

- (1) *Sale or transfer of business:* the Director and all customers shall be notified within thirty (30) days of such sale or transfer, if no change or interruption in service will occur.
- (2) *Termination of service for nonpayment by customer:* the Director and all affected customers shall be notified no less than ten (10) days prior to the termination.
- (3) *Termination of service for any other reason:* the Director and all affected customers shall be notified no less than thirty (30) days prior to the change.
- (4) *Alteration of service or change in collection schedule:* the Director and all affected customers shall be notified no less than thirty (30) days prior to the change, except on cases of emergencies as declared by the Director.

(b) Any prepaid customer account will be either refunded by the collection company to the customer or transferred to the subsequent collector.

(c) All notifications to the Director required by this Section to customers whose service has been changed shall include a demonstration evidence that all affected customers have been notified.

Section 109.1-5-8. Advance Billing of Customer.

Advance billing of residential customers shall not be permitted more than ninety (90) days in advance of delivery of collection service.

Section 109.1-5-9. Rates and Charges for Residential Collection.

~~(a) Rates and charges shall be changed~~ (a) Collection companies shall explicitly notify residential customers in writing of all rates, charges, and fees (including, but not limited to, fuel surcharges, environmental fees, equipment recovery fees, and service cancellation fees) that will be billed as part of the service provided or at termination of that service. Such notification shall be made prior to commencement of service.

(b) Rates and charges shall be increased only after each residential customer and the Director have been given thirty (30) days' written notice in advance. Such notice shall include the amount of the increase. A rate change shall be deemed invalid if the collector fails to provide this notification.

(bc) All notifications to the Director required by this Section shall include ~~a demonstration~~ evidence that all affected customers have been notified.

(d) No refuse or recycling collector shall charge a fee greater than twenty-five dollars to remove its containers from a customer's residence.

Section 109.1-5-10. Assignment of Customer.

The Director shall have the authority to assign a specific customer to a collector; provided that the assigned customer shall first have paid any outstanding collection charges properly due any collector; and provided further that the collector assigned by the Director shall be one currently providing collection service in the area in which the assigned customer is located. The collector to whom any such customer is assigned shall, upon receipt of notice of assignment, commence rendering of collection service as assigned.

ARTICLE 6. Solid Waste Transportation

Section 109.1-6-1. Manner of Operation.

(a) Any vehicle used to transport ~~solid waste or recyclable~~MSW materials in or through Fairfax County shall be operated in such a manner as not to create a nuisance or adversely affect public health.

(b) ~~Solid waste and recyclables~~MSW shall not be spilled, dumped, or thrown onto any street, court, lane, alley, sewer inlet, stormwater structure, vacant lot, public way, private property, or any area not designated as a permitted and authorized disposal site or recycling center.

(c) All vehicles used to transport liquid and semi-liquid wastes with non-watertight vehicle bodies shall carry said wastes in watertight containers.

(d) Any vehicle used to transport ~~solid waste or recyclable materials~~MSW and its contents shall not produce foul odors nor leak any fluids while parked or moving.

(e) Violation of this section shall constitute a nuisance per se.

Section 109.1-6-2. Parking on Public Rights-of-Way Prohibited.

(a) It is unlawful to park a vehicle which is being used to transport ~~solid waste~~MSW in or through Fairfax County on a public right-of-way. Violation of this section shall constitute a nuisance per se.

(b) This section shall be enforced by Fairfax County law enforcement officers. Those officers are hereby authorized to immediately remove, or cause to be removed, any vehicle parked in violation of this section. The owner or operator of any such vehicle shall be required to pay, in addition to any fine, the charges for such removal and storage.

Section 109.1-6-3. Parking on Private Property.

It is unlawful to park a loaded or partially loaded collection or transfer vehicle which is being used to transport ~~solid waste~~MSW in or through Fairfax County on any private property unless: (1) the owner has consented in writing, (2) the written consent has been furnished to the Director, and (3) the site is a lawful place to store ~~solid waste~~MSW collection and/or transfer vehicles in accordance with the County Zoning Ordinance.

ARTICLE 7. Disposal of Solid Waste

Section 109.1-7-1. Disposal Site Designation.

(a) All ~~solid-waste~~refuse collected under the provisions of this Chapter shall be disposed of only at disposal sites designated by the Director.

(b) It shall be unlawful for any person to dispose of ~~solid-waste~~MSW in or at any disposal site other than those designated by the Director pursuant to paragraph (a) above. This provision shall not apply to the occupants of single-family residences or family farms disposing of their own ~~solid-waste~~MSW if such occupants have paid the fees, rates and charges of other single-family residences and family farms in the same service area.

(c) Nothing contained in previous subsections shall be deemed applicable to:

(1) ~~Solid-waste~~Garbage, trash, and refuse generated, purchased or utilized by an entity engaged in the business of manufacturing, mining, processing, refining or conversion except for an entity engaged in the production of energy or ~~solid-waste~~refuse-derived fuels for sale to a person other than any entity controlling, controlled by or under the same control as the manufacturer, miner, processor, refiner or converter.

(2) Recyclable materials which are those materials that have been source-separated by any person or materials ~~that have been~~ separated from ~~solid-waste~~garbage, trash, and refuse by any person for ~~the subsequent~~ utilization in both cases as a raw material to be manufactured into a new product other than fuel or energy, ~~except that yard waste must be delivered to a yard waste management facility legally permitted to operate in the Commonwealth of Virginia.~~

(3) Construction/demolition debris to be disposed of in a ~~CDD~~ landfill.

~~(4) Waste oil.~~

(d) All ~~solid-waste and recyclable materials~~MSW disposed of at solid waste management facilities operated by the County of Fairfax shall become the property of the County.

Section 109.1-7-2. Hazardous Waste Prohibited.

No hazardous waste shall be disposed of at the I-66 Transfer Station, the I-95 Sanitary Landfill, the I-95 Energy/Resource Recovery Facility, or any other disposal site in Fairfax County. The Director may request an analysis by a certified laboratory deemed acceptable by the Director of any ~~solid-waste~~MSW requested for disposal. The purpose of the laboratory analysis is to ensure that the ~~solid-waste~~MSW does not contain any hazardous ~~contaminants~~constituents. The laboratory analysis must be submitted to the Director in advance and in writing. Only after favorable review by the Director may the ~~solid-waste~~MSW be accepted for disposal.

Section 109.1-7-3. Out-of-County Waste Prohibited.

It shall be unlawful for any person to use a Fairfax County Certificate to Operate and/or permit for
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the disposal of ~~solid waste~~MSW originating outside the County of Fairfax, at the I-66 Transfer Station, I-95 Sanitary Landfill or I-95 Energy/Resource Recovery Facility, unless previously approved by the Director.

Section 109.1-7-4. Use of County Solid Waste Management Facilities.

(a) The Director may establish rules and regulations for the use of Fairfax County solid waste management facilities, including specifying the types and characteristics of waste which are unacceptable, and disposal charges.

(b) Use of County facilities shall be limited to the purpose for which access is granted.

(c) All persons disposing of ~~solid waste~~MSW shall be charged, billed or invoiced for the disposal fees owed for use of County facilities. Any person failing to pay an account when due may incur a monthly charge of ten percent on the outstanding balance, annualized, from the first day following the day such account is due, or ten dollars, whichever is greater. An account shall be paid when payment has been received by the County.

Section 109.1-7-5. Permit for Solid Waste Management Facility--Required.

No person shall locate, operate, conduct or maintain a storage or disposal site (temporary or permanent), transfer station, ~~MRF~~recycling processing, landfill or any other type of solid waste management facility in the County unless all applicable state, federal and local laws, regulations, permits, and zoning requirements are met. Any facility must also be consistent with the County's Solid Waste Management Plan.

ARTICLE 8. Emergency Provisions

Section 109.1-8-1. Emergency Management.

(a) This Article sets forth specific solid waste management requirements that shall take ~~effect~~ affect during an emergency- as determined the county's emergency manager or other situations identified by the Director. It is intended that the following take place with respect to solid waste management during emergency circumstances:

- (1) that the County will take the lead in coordinating emergency or disaster clean-up efforts countywide; and
- (2) that private collectors shall not be required to provide collection services in excess of the base levels of service defined elsewhere in this Chapter.

(b) At the Director's discretion, to the extent allowable by State and Federal law, specific requirements of this Chapter may be waived or suspended during a local emergency.

Section 109.1-8-2. Operation of Essential Facilities.

(a) During a local emergency, the Director shall authorize, as necessary, the operation of primary and temporary solid waste management sites by the County, including the provision of equipment and personnel support to maintain the functionality of essential County services and support emergency response and disaster recovery operations.

(b) The Director shall provide refuse collection and disposal services as necessary to support operation of essential facilities used to receive and care for evacuees, volunteer workers, emergency responders, and maintenance and support personnel.

(c) Specifics of operations described in this Section shall be further described in the County's Emergency Operations, Continuity of Operations, and Debris Management Plans.

Section 109.1-8-3. Emergency Debris Management.

Management of debris from areas impacted by an emergency shall continue to be a shared responsibility between the County and permitted private ~~solid waste~~MSW collectors. However, at the Director's discretion, the County may elect to provide solid waste removal and disposal services in any area where the County deems that existing permitted waste collection resources are overwhelmed and/or improperly trained and/or inadequately equipped for the prevailing emergency conditions.

ARTICLE 9. Enforcement.

Section 109.1-9-1. Enforcement Authorities.

(a) The Director shall have and is hereby vested with the authority to pursue administrative, civil, or criminal enforcement actions on any entity that violates this Chapter.

(b) The Director may also undertake the following actions:

- (1) Issue notices of violations for violations of any provision of this Chapter.
- (2) Issue regulations and/or procedures to provide for administration, policy direction, and implementation of this Article.
- (3) Make and enter into consent agreements incidental to the performance of the Director's duties and the execution of the Director's powers under this Article.

(4) Impose penalties for violations of this chapter as described herein and in the Solid Waste Management Program Enforcement Manual.

Section 109.1-9-2. Definition of Violation.

Except as otherwise provided (and regardless of the availability of other civil or administrative remedies and procedures for enforcing this Chapter), every act or condition prohibited by this Chapter, and every failure or omission to act as required herein, is a violation of this Chapter.

Section 109.1-9-3. Requirements for Written Notice.

For the purpose of enforcing this Chapter, written notice may be provided by certified mail or by any appropriate method specified in ~~VA~~Virginia Code Ann. § 8.01-296.

Section 109.1-9-4. CTO and/or Permit Suspension and Revocation.

(a) Violation of any requirement of this Chapter, the Fairfax County Code, the Fairfax County Zoning Ordinance, or any court orders relating thereto, shall be grounds to deny, suspend, or revoke any solid waste CTO and/or permit.

(b) ~~Specific~~ Examples of grounds for CTO and/or permit denial, suspension or revocation include, but are not limited to, the following:

- (1) Disposal of unacceptable or hazardous waste.
- (2) Collection services fail to meet any applicable Fairfax County Code requirement.
- (3) Failure to pay solid waste disposal fees.
- (4) Use of a Fairfax County-issued permit for the disposal of waste from outside the County without prior authorization.

~~(5)~~ Disposal of county waste at sites other than those designated by the Director.

- (6) Storage or consolidation of waste fails to meet any applicable Fairfax County Code requirement.
- (67) Failure to abide by the rules and regulations of a Fairfax County solid waste management facility.
- (78) Failure to submit an accurate permit application.

(c) Further, it shall be unlawful, and grounds for CTO and/or permit denial, suspension or revocation, for any person to ~~willfully~~ misuse a collection vehicle, permit, and/or CTO. Misuse includes, but is not limited to, operating while CTO is suspended, any switching of permits between collection vehicles, any use of a permit in an unpermitted collection vehicle or by an unpermitted collector, and/or any use of a discontinued CTO and/or permit.

(d) It shall be unlawful, and grounds for CTO and/or permit denial, suspension or revocation, for any company which is delinquent in its payment of the disposal bill to Fairfax County to use the collection vehicle and/or permit of another company to gain access to any County solid waste management facility. It shall be unlawful for any company to allow another company to use its collection vehicle and/or permit in the aforementioned manner.

(e) In the event the Director elects to consider suspending or revoking an issued CTO and/or permit, except in instances involving the nonpayment of ~~solid waste disposal fees~~ fees, charges, fines, or civil penalties, or the disposal of unacceptable or hazardous waste, the permit holder will be notified by certified mail that said CTO and/or permit is under review. The CTO/permit holder will have 48 hours after receipt of the letter of notification to correct any deficiencies and to notify the Director of the corrective action taken. If satisfactory corrective action is not taken within 48 hours, the CTO and/or permit may be suspended or revoked by the Director. This shall not be construed to limit the authority of the Director to immediately suspend without notice any CTO/permit holder for the nonpayment of solid waste disposal fees or the disposal of unacceptable or hazardous waste.

(f) Any revocation, suspension or denial of a CTO or permit, other than those related to the nonpayment of solid waste disposal fees or the disposal of unacceptable or hazardous waste, shall be in writing and may be appealed to the County Executive or his designee within ten days of the date of revocation, suspension or denial. Any appeal shall be in writing and filed with the County Executive or his designee. Thereafter, the County Executive or his designee shall promptly schedule a hearing at which the applicant and all interested parties, which may include but are not limited to the Director, of the Division of Fairfax County Solid Waste Collection and Recycling, the Division of Solid Waste Disposal and Resource Recovery/Management Program, the Zoning Administrator, the Health Officer, the Police Department, the Department of Code Compliance, the Department of Tax Administration and the Board of Supervisors of Fairfax County, Virginia, may present testimony or evidence. Any interested party or the applicant may be represented by counsel at the hearing. ~~(22-06-109.1.)~~

Section 109.1-9-5. Penalties — Recycling Violations.

Violation of any provision of the recycling requirements of this Chapter, or any rule or regulation adopted hereunder, including but not limited to the required registration of a recycling business, shall be punishable by a ~~civil penalty not to exceed Five Hundred Dollars (\$500.00) fine~~ as prescribed in the Solid Waste Management Program Enforcement Manual. No criminal penalties shall be imposed for such violations. Each household, business, or collection point at which a violation of any provision of the recycling requirements of this Chapter occurs shall constitute a separate offense.

Section 109.1-9-6. Penalties – Disposal Violations.

- (a) Except as provided for in 109.1-9-6 (b), any disposal of waste at an improper or

prohibited site shall be subject to a ~~civil penalty not to exceed Five Hundred Dollars (\$500.00) fine~~ for each offense as prescribed in the Solid Waste Management Program Enforcement Manual. Each day any violation continues shall constitute a separate offense. Violators may also have their CTO and/or collection/ disposal permits denied, suspended, restricted or revoked, and denied a CTO and/or permit for a period of up to one (1) year from the time of the offense.

(b) Any person who disposes of ~~solid waste~~MSW originating outside the County of Fairfax at a County facility where such waste is prohibited shall be subject to suspension from use of said facility for a period of time not to exceed one hundred twenty (120) calendar days and a ~~civil penalty not to exceed Five Hundred Dollars (\$500.00) fine~~ for each offense as prescribed in the Solid Waste Management Program Enforcement Manual.

(c) Disposing of waste at a County solid waste management facility without having paid the required disposal fee will be considered a violation, and may subject the person to a ~~civil penalty of up to Two Hundred Dollars (\$200.00) fine for each offense as prescribed in the Solid Waste Management Program Enforcement Manual~~.

Section 109.1-9-7. Penalties — Contracting With Unauthorized Collector or Solid Waste Broker.

Contracting with a person not authorized to perform refuse and/or recycling collection services or act as a Solid Waste Broker within Fairfax County shall be subject to a ~~civil penalty not to exceed \$500.00 fine~~ for each offense as prescribed in the Solid Waste Management Program Enforcement Manual. For purposes of this Section, evidence of a ~~willful~~ violation is the voluntary contracting by a person ~~with a business, property owner, property manager,~~ solid waste broker, or community/homeowners' association with an MSW collector or Solid Waste Broker after having received written notice from the Director that the refuse or recycling collector or Solid Waste Broker is not authorized to operate within the County.

Section 109.1-9-8. Penalties — Violations Not Otherwise Specified.

~~The penalty for~~ Violation of any provision of this Chapter ~~not, unless~~ otherwise specified in this Article, shall be punishable ~~by~~ a fine or civil penalty not to exceed Five Hundred Dollars (\$500.00) Class II misdemeanor, with a fine for each offense as prescribed in the Solid Waste Management Program Enforcement Manual.

Section 109.1-9-9. Penalties — Escalation of Penalty for Repeat Offenders.

(a) Except as otherwise provided by federal ~~or Commonwealth statute or this Chapter,~~ state or local law, the Director shall have the authority to recommend leniency in the event of first violations, and to seek escalating penalties for repeated violations in a 12 month period.

(b) In circumstances where a person or business has violated one or more provisions of this Chapter on at least three separate occasions within 12 months, the Director shall pursue an additional ~~civil charge~~ financial penalty equal to a reasonable estimate of the financial benefits of non-compliance as described in the Solid Waste Management Program Enforcement Manual.

Section 109.1-9-10. Continuing Violations.

Except as otherwise provided (and regardless of the availability of other civil or administrative remedies and procedures for enforcing this Chapter), acts, omissions, or conditions in violation of this Chapter which continue, exist, or occur on more than one day constitute separate violations and offenses on each such day.

Section 109.1-9-11. Consent Agreements.

(a) As an alternative to pursuing criminal or civil remedies described elsewhere in this Section, the Director may make and enter into Consent Agreements with suspected violators as a means to resolve the violation(s).

(b) For the purpose of this Section, a Consent Agreement is an administrative order issued with the consent of both parties, to perform specific actions to come into compliance with this Chapter and any relevant rules and regulations.

(c) The Director shall develop Consent Agreements and generally draft them after one or more meetings with the alleged violator. Such agreements shall be developed cooperatively and entered into by mutual agreement, even though the Agreement shall effectively serve as a direct order to the alleged violator to comply.

(d) A Consent Agreement may be issued without an adversarial proceeding, and therefore need not include a determination that a violation has occurred.

(e) Consent Agreements issued pursuant to this Section shall include, at a minimum, the following:

- (1) An established and enforceable course of action for bringing a suspected or alleged violator into compliance expeditiously, with explicit deadlines by which compliance must be achieved.
- (2) The assessment and collection of a monetary penalty for the violation(s), consistent with the requirements of this Chapter and appropriate County policy and guidance.
- (3) An explanation of what further actions the County may take if the violator fails to meet the terms of the Consent Agreement.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That this Ordinance is effective upon adoption.

GIVEN under my hand this day of _____ 2015.

Clerk to the Board of Supervisors

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement with Wesley-Hamel Lewinsville LLC for the Redevelopment of the Lewinsville Senior Center and Daycare Property (Dranesville District)

ISSUE:

Authorization to advertise a public hearing on the disposition of County-owned property as required by Va. Code Ann § 15.2-1800 (2012) in connection with the redevelopment of the Lewinsville Senior Center and Daycare Property, Fairfax County Tax Map number 0303 01 0042. A concurrent public hearing will be held to consider a Comprehensive Agreement (the “Comprehensive Agreement”) between the County and Wesley Hamel Lewinsville LLC (“Wesley-Hamel”) for the redevelopment of the Lewinsville property under the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended (PPEA).

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing for January 27, 2015, at 4:30 p.m. on the Comprehensive Agreement.

TIMING:

Authorization on January 13, 2015, will permit the public hearing to be held on this issue on January 27, 2015, thus allowing a comment period as required by the Code of Virginia, and the decision to be made on this issue by the Board at its meeting on March 3, 2015.

BACKGROUND:

The 8.65 acre Lewinsville property is located at 1609 Great Falls Street in McLean. The property’s existing facility, originally the Lewinsville Elementary School, was constructed in 1961 and contains approximately 38,355 square feet. Transferred from Fairfax County Public Schools to the Board of Supervisors in 1985, the building now houses the Lewinsville Senior Center, the 22 unit senior Lewinsville residences, an adult daycare center, and two separate private child day care centers. The site, which is currently zoned R-3, also contains athletic fields.

Prior Redevelopment Proposal: On February 9, 2004, the Board approved Special Exception Amendment SEA 94-D-002 and 2232 D-03-09, which permitted the construction of a redesigned 52,500 square foot building (the “Prior Proposal”), in addition to the existing 38,355 square foot Lewinsville Senior Center and Daycare facility. The Prior Proposal would have provided for, among other things, a sixty (60) bed assisted living facility with commercial kitchen and dining facility. However, the County, due to the costs to construct and operate the contemplated assisted living

facility, elected to pursue the currently proposed independent living senior residential model that could be constructed and operated under a ground lease at no cost to the County.

Current Redevelopment Proposal; Selection Process and Recommendation: On May 14, 2012, the County publicly advertised Request for Proposal RFP- 2000000263: the Lewinsville Senior Center and Independent Living Residence Development (RFP) under the Public-Private Education Facilities and Infrastructure Act of 2002, as amended (PPEA). Pursuant to the RFP, the County sought a developer to act as agent for the County to file another Special Exception Amendment to supercede the Prior Proposal. The Amendment would provide for the existing Senior Center and Daycare building to be razed and replaced with both a replacement public facility (the “Senior and Daycare Center”) and a new independent living senior residential building (the “Senior Independent Living Residence”). The PPEA further provided that the Senior Independent Living Residence must contain affordable units and be located on a portion of the property that will be subject to a long term ground lease from the County.

Six (6) proposals were received in response to the RFP. A Selection Advisory Committee (SAC), comprised of representatives from multiple County departments, was convened and ranked the proposals in accordance with the criteria and procedures set forth in the RFP. The SAC concluded that Wesley-Hamel best demonstrated the ability and capacity to meet the County’s needs as identified in the RFP.

Interim Agreement: On July 29, 2014 the Board entered into an Interim Agreement with Wesley-Hamel. Under the Interim Agreement, Wesley-Hamel, as the Board’s designated agent, filed a Special Exception Amendment (SEA) for zoning and land use approvals necessary for the property’s proposed redevelopment [SEA 94-D-002-02]. At the same time, County staff and Wesley-Hamel negotiated a proposed Comprehensive Agreement to effectuate the proposed redevelopment. The execution of the Comprehensive Agreement is contingent upon the Board’s approval of the SEA, which is also scheduled for a public hearing on January 27, 2015.

The new Senior and Daycare Center facility will be owned by Fairfax County and house a Senior Center, Adult Day Health Center, Adult Respite Center and two Private Child Daycare Centers. This facility will be designed, constructed, operated, and financed by Fairfax County. The Senior Independent Living Residences facility will be designed, constructed, owned and operated by Wesley-Hamel, at no cost to the County, under a long term ground lease. The proposed senior residence will contain 82 rental units affordable to seniors earning between 30% and 60% of the AMI

Comprehensive Agreement: The Comprehensive Agreement contains the following agreements:

- Infrastructure Development Agreement (“IDA”): The IDA contains the provisions under which Wesley-Hamel shall be responsible for the design and construction of the infrastructure improvements for the entire site, which responsibilities

include razing the existing Senior and Daycare Center and delivering to the County a finished pad site ready for the County's construction of the new Senior and Daycare Center. The IDA further specifies the responsibilities of each party's costs with respect to the infrastructure's construction as specified in Exhibit C. The timing and construction of the site's infrastructure is, among other things, conditioned upon Wesley-Hamel applying for and receiving an award of 9% Low Income Housing Tax Credits from the Virginia Housing and Development Authority in 2015, or in 2016 if not initially awarded in 2015. A relocation plan for the current 22 tenants, the senior center, the adult daycare and the two child daycare centers is detailed in Exhibit E. The relocation plan for the current 22 residents provides for their off-site relocation during construction of the new housing and for their return upon completion, subject to income eligibility. The plan also provides for the temporary on-site housing of both child daycare centers in temporary learning cottages to be located in the area of the existing athletic fields.

- Deed of Lease: Within the Deed of Lease are the terms and conditions under which Wesley-Hamel shall, at no cost to County, design, develop, construct, own and operate the 82 unit Senior Independent Living Residence under a ninety nine year ground lease. Such provisions include, as specified in Exhibit H, the criteria under which the 100% affordable, rental residential development shall be operated throughout the term of the lease including eligible household incomes, unit sizes and mix and rent limits established as a percentage of the Area Median Income. The Senior Independent Living Residence shall be constructed as described in the Plans and Specifications listed in Exhibit E. The repair and maintenance and capital reserves of the Residence shall be administered in accordance with the provisions of the Deed of Lease. Since the Senior Independent Living Residence would be comprised solely of affordable units, there would be only nominal ground rent.
- Option to Lease: Prior to the execution of the Deed of Lease, and in order to finance in part the design, development and construction of an affordable housing senior living residence, Wesley-Hamel will apply to VHDA for Low Income Housing Tax Credits (LIHTC). One requirement of the LIHTC application is for the applicant to provide evidence of site control; the Option to Lease fulfills such requirement. Upon award of tax credits in either 2015 or 2016, the Option to Lease provides Wesley-Hamel the right to exercise its option and enter into the aforementioned Deed of Lease. In the event that Wesley-Hamel does not receive an award of tax credits by July 31, 2016, the Option will automatically terminate.

FISCAL IMPACT:

As part of the Adopted FY 2011 Capital Improvement Program, the Board of Supervisors approved the use of long term financing for capital renovations at Lewinsville. For the replacement senior center/day care facility, it is anticipated that the County will consider bond financing through the Fairfax County Economic Development

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Authority, the FCRHA or the Virginia Resources Authority's (VRA) Virginia Pooled Financing Program. The decision to sell the bonds through one of these entities will be determined based on market conditions in the months leading up to the bond sale. The future debt service payments on the Lewinsville project will be paid by the County from the Consolidated Debt Service Fund (Fund 20000). The financing cost for this project in the amount of \$17,000,000 has been included as part of the County's out year financial forecast and debt ratio projections, as cited in the Adopted FY 2015-2019 Capital Improvement Program. The cost of the development of new senior housing at the site will not require County or FCRHA funding beyond some predevelopment and infrastructure costs previously approved.

ENCLOSED DOCUMENTS:

Attachment 1 - The Comprehensive Agreement can be viewed at:
<http://www.fairfaxcounty.gov/dpsm/solic2.htm#ppea>

STAFF:

Patricia D. Harrison, Deputy County Executive
Paula Sampson, Director, Department of Housing and Community Development (HCD)
Kurt Creager, Incoming Director, HCD
Hossein Malayeri, Deputy Director, Real Estate, HCD
Joe LaHait, Debt Coordinator, Department of Management and Budget

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ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Amend the Deed of Lease with Inova Health Care Services for 8221 Willow Oaks Corporate Drive (Providence District)

ISSUE:

Authorization from the Board of Supervisors is requested to advertise a public hearing to amend the Deed of Lease with Inova Health Care Services for a portion of 8221 Willow Oaks Corporate Drive.

RECOMMENDATION:

The County Executive recommends that the Board authorize a public hearing to amend the Deed of Lease with Inova Health Care Services for a portion of 8221 Willow Oaks Corporate Drive.

TIMING:

Board action is requested on January 13, 2015, to provide sufficient time to advertise the proposed public hearing on January 27, 2015, at 4:00 p.m.

BACKGROUND:

The Board of Supervisors (the "Board") recently constructed a 200,000 square foot Class A office building with a 710-space above-grade parking structure located at 8221 Willow Oaks Corporate Drive (the "Building") to replace the Woodburn Mental Health Center and consolidate Fairfax-Falls Church Community Services Board ("CSB") programs from various leased spaces. The Building is commonly referred to as Merrifield Center. As part of the real estate transaction with Inova Health Care Services ("Inova") to acquire the land for the Building, the Board and Inova entered into a Deed of Lease (the "Lease") whereby Inova (the "Tenant") leased the fourth floor of the Building for 10 years.

County staff re-assessed space needs for human services in Central Fairfax and concluded that additional space in Merrifield is required to provide health safety net services. Further, staff concluded that savings would be achieved by consolidating the following two leased spaces (the "Existing Health Leases") that will soon expire and have no options for renewal into owned space.

Lease Expiration	Building	Rentable Square Feet
10/31/2015	6196 Arlington Blvd.	10,513
6/30/2018	5827 Columbia Pike	2,372

County staff conducted a comparative analysis of the proposed rent with a real estate advisory firm and moving to County-owned space is clearly the most cost effective alternative. Currently, the County spends approximately \$380,000 annually in lease

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costs for the two Existing Health Leases. When the Existing Health Leases expire, the County will need to identify new space as both Landlords are pursuing alternative development opportunities and the existing space will no longer be available for rent. The base rent for comparable space in Merrifield is estimated to be \$760,000 annually in addition to capital funding required to complete the tenant fit out, which may be substantial.

Because of the County's immediate need for the space, County staff has recommended and Inova has verbally agreed to reduce Inova's original leased premises in the Building from approximately 39,600 square feet (the entire 4th floor) to approximately 19,800 square feet located on the West half of the fourth floor. The Lease will be amended to reflect the reduction in square footage and common area maintenance (CAM) expenses related to the leased-space and garage. The County will construct the fourth floor common lobby to be consistent with the lobbies on the second and third floors and will complete the work prior to Tenant's completion of Tenant's fit-out.

Inova's lease rate is based on its proportionate share of the project cost amortized over 25 years plus its proportionate share of operation, maintenance, and utility costs for the building and parking garage. The lease rate formula will remain the same; however, the proportionate share will be reduced to reflect the reduction in leased space.

While not technically a part of the transaction, the planned outcome of reducing the Inova leased square footage is for the County to enter into service agreements or leases/licenses with health care providers under the Existing Health Leases for the County-retained portion of the fourth floor.

The Department of Public Works and Environmental Services has identified project balances available from the Economic Development Authority Facilities Revenue Bonds Series 2012 (the "EDA bond") that were issued to finance the cost of construction at Merrifield Center and a portion of the Providence Community Center. Balances will be used to provide for the build out necessary to accommodate the services to be provided by the health care providers under the two Existing Health Leases.

In accordance with Board Policy and Section 15.2-1800 of the Code of Virginia, a public hearing is required prior to the disposition of Board-owned property.

FISCAL IMPACT:

Financing Costs

County staff has reviewed the terms of the EDA bond and concluded that the available funding may be used to build out the space. The total estimated capital cost for this project is approximately \$4.5 million.

Lease Costs

Minimum annual rent from Inova will be reduced by just over one half, and deposited into the County's general fund upon receipt. Commencement of rent may be delayed due to the change in scope. However, savings will be achieved from the consolidation of the Existing Health Leases.

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County staff conducted a comparative analysis of the proposed rent with a real estate advisory firm and concluded that moving to County-owned space is the most cost effective alternative.

ENCLOSED DOCUMENTS:

Attachment 1: Location Map

Attachment 2: The Deed of Lease and Amended Deed of Lease can be found on:

<http://www.fairfaxcounty.gov/news/2014/lease-with-inova--at-willow-oaks.htm>

STAFF:

David J. Molchany, Deputy County Executive

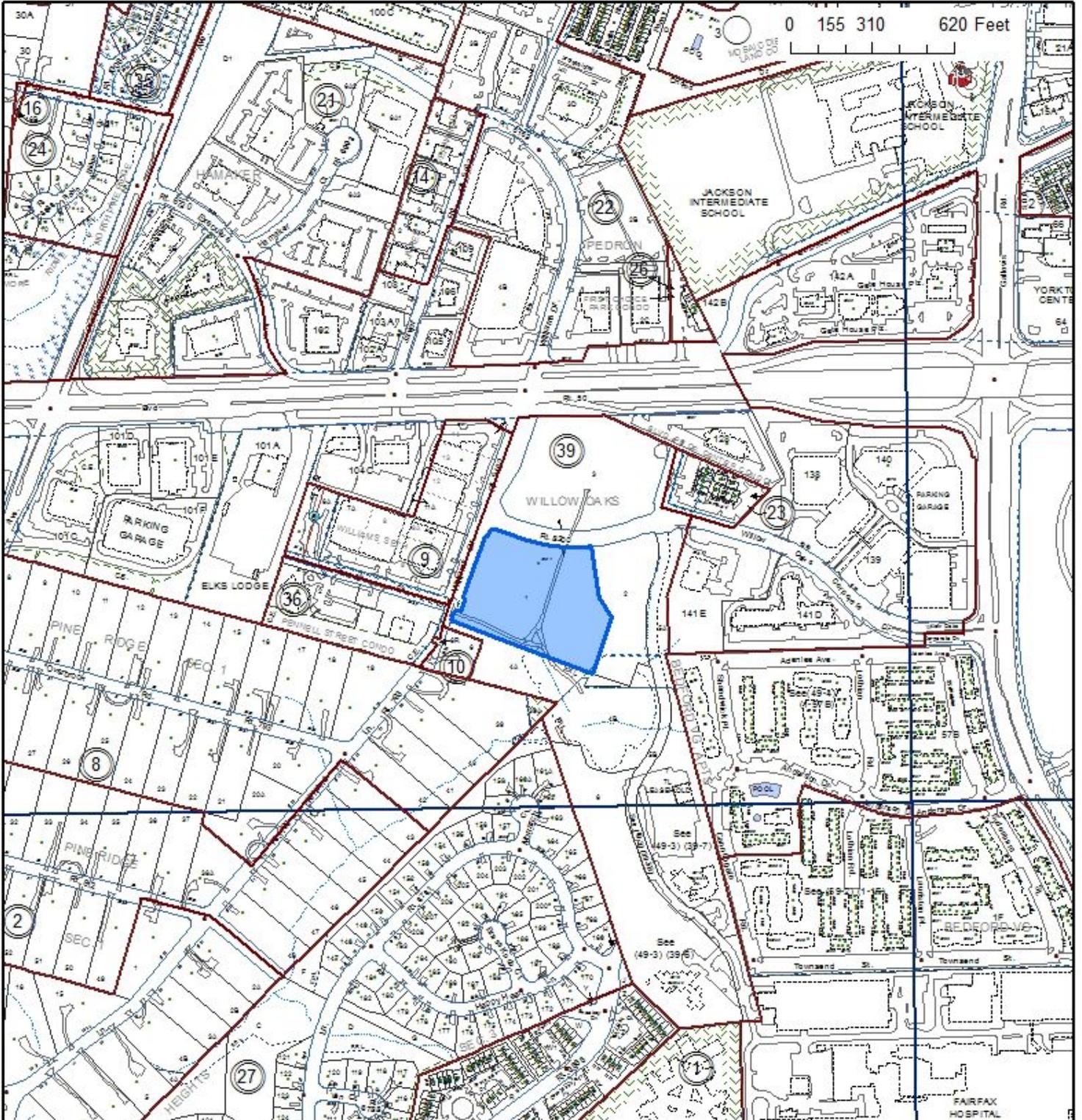
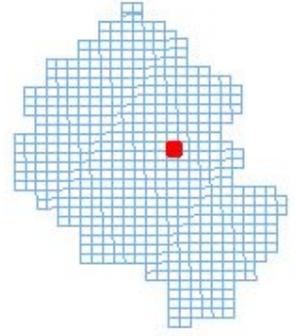
Patricia Harrison, Deputy County Executive

Jose A. Comayagua, Jr., Director, Facilities Management Department

James W. Patteson, Director, Department of Public Works and Environmental Services

Merrifield Center

8221 Willow Oaks Corporate Drive
County Tax Map No.
49-3 ((39)) Parcel 1
Providence District



Board Agenda Item
January 13, 2015

ACTION – 1

Approval of the Board of Supervisors' Meeting Schedule for Calendar Year 2015 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions

ISSUE:

Board approval of its meeting schedule for January through December 2015.

RECOMMENDATION:

The County Executive recommends that the Board (1) approve the Board meeting schedule for January through December 2015 and (2) authorize the Chairman to defer any scheduled meeting to the Tuesday following a scheduled Board meeting if the Chairman, or the Vice Chairman if the Chairman is unable to act, finds and declares that the weather or other conditions are such that it is hazardous for members to attend.

TIMING:

Immediate. Virginia law requires the Board to adopt its regular schedule of meetings for calendar year 2015 at the first meeting in January.

BACKGROUND:

Previously, on September 9, 2014, staff presented the Board with a preliminary meeting schedule for calendar year 2015 for planning purposes, but Virginia Code Section 15.2-1416 requires the governing body of each county to establish the days, times, and places of its regular meetings at the annual meeting, which is the first meeting of the year. For that reason, the meeting schedule for calendar year 2015 is being presented to the Board again for formal approval. 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 may rise.

In addition, Virginia Code Section 15.2-1416 authorizes the Board to fix the day or days to which a regular meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting. If those provisions are made, then all hearings and other matters previously

Board Agenda Item
January 13, 2015

advertised for that date shall be conducted at the continued meeting. In order to take advantage of that authority in such an emergency, staff recommends that the Board also authorize the Chairman to continue any scheduled meeting to the following Tuesday when weather or other conditions make attendance hazardous. In that circumstance, the Board then would consider the agenda for that rescheduled meeting on that following Tuesday without further advertisement.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENT:

Attachment 1 – Proposed Meeting Schedule for Calendar Year 2015

Attachment 2 – Virginia Code Section 15.2-1416

Attachment 3 – Proposed Resolution Adopting Meeting Schedule and Authorizing the
Chairman to Reschedule a Meeting in an Emergency

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 17, 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 10 a.m. 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 Public Hearings to be concluded by 4:30 p.m.
October 6, 2015
October 20, 2015 Public Comment
November 17, 2015
December 8, 2015 Public Comment

ATTACHMENT 2

§ 15.2-1416. Regular meetings.

The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future 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.

The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice-chairman or vice-mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

Regular meetings, without further public notice, may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed.

Notwithstanding the provisions of this section, any city or town that holds an organizational meeting in compliance with its charter or code shall be deemed to be in compliance with this section.

(Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. [371](#), [591](#); 1997, c. [587](#); 2004, c. [549](#).)

ATTACHMENT 3

**Resolution Establishing the Board Meeting Schedule for
Calendar Year 2015 and Authorizing the Chairman to Reschedule a
Meeting in the Event of Weather or Other Hazardous Conditions**

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, January 13, 2015, at which a meeting quorum was present and voting, the following resolution was adopted:

WHEREAS, Virginia Code Section 15.2-1416 requires the Board of Supervisors of Fairfax County, Virginia, to assemble at its first meeting in January to adopt a schedule of the days, times, and places of its regular meetings in calendar year 2015; and

WHEREAS, Virginia Code Section 15.2-1416 authorizes the Board of Supervisors of Fairfax County, Virginia, to fix the day or days to which a regularly scheduled meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County that

1. During Calendar Year 2015, the Board of Supervisors will meet in the Board Auditorium at 12000 Government Center Parkway, Fairfax, Virginia, on January 13, January 27, February 17, March 3, March 24, April 7, April 8, April 9, April 21, April 28, May 12, June 2, June 23, July 28, September 22, October 6, October 20, November 17, and December 8;

2. All such meetings shall generally begin at 9:30 A.M. in the morning except that the Board meetings on April 9 and 10 begin at 1 P.M. in the afternoon; and

3. If the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting, then that meeting shall be postponed and conducted

ATTACHMENT 3

on the following Tuesday and all hearings and other matters shall be conducted at that time without further advertisement.

A Copy Teste:

Catherine A. Chianese
Clerk of the Board of Supervisors

Board Agenda Item
January 13, 2015

ACTION - 2

Adjustment to Fairfax Center, Centreville, Tysons, Tysons-Wide and Tysons Grid of Streets Road Funds and Approval of Proposed Projects and Studies (Dranesville, Springfield, Braddock, Sully, Providence)

ISSUE:

Adjustments to Fairfax Center, Centreville, Tysons, Tysons-Wide and Tysons Grid of Streets Road Funds are needed to compensate for inflation, as defined in the Consumer Price Index, to keep pace with increases in construction costs for which the fund areas were established (Attachment 1). Approval is also requested for a new proposed project to be funded from the Tysons Road Fund (Attachment 3).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached rate schedule (Attachment 1), including a 2.18 percent adjustment of the existing contribution rates in all fund areas with the new rate effective February 1, 2015, and approve the proposed Tysons project in Attachment 3.

TIMING:

Board action is requested on January 13, 2015, so that the new rates can take effect on February 1, 2015.

BACKGROUND:

One of the principles of the Comprehensive Plan for the Fairfax Center Area is that development above the baseline level established in the plan may be approved, if the developer contributes to a fund for the provision of off-site road improvements. Each of the other funds function in the same manner.

Attachment 1 reflects the increase in developer contribution rates as calculated with the 2.18 percent inflation since 2013. The 2.18 percent is taken from the Consumer Price Index (CPI) as required by the code of Virginia. The rate increase is necessary to keep pace with inflationary construction cost increases. Attachment 2 includes projects previously approved by the Board. Attachment 3 includes new projects to be funded by the Tysons Road Fund. This project will advance various aspects of the Tysons Grid of Streets and Tysons-Wide improvements.

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Attachment 4 includes the guidelines for the Fairfax Center, Tysons-Wide, and Tysons Grid of Streets Road Funds. No changes are proposed to any of the guidelines at this time.

Since there is no comprehensive project list for the Tysons Fund Area, the proposed project outlined in Attachment 3 requires Board approval. The new project would be a Preliminary Engineering and Data Collection Fund. Staff is requesting \$50,000 be assigned to this project to expedite projects and studies within Tysons. Data collection is often needed to scope projects, or produce a scope of work for a study. Having this funding available would allow staff to present better cost estimates on projects in studies brought forward to the board for approval in the future. These projects include the facilities that are being developed as a result of the Board's approval of the new comprehensive plan for Tysons in June 2010.

FISCAL IMPACT:

Adoption of the revised rates will increase the funds contributed by developers to the Contributed Roadway Fund by approximately 2.18 percent over previously anticipated amounts. However, the Procedural Guidelines for the Fairfax Center, Tysons-Wide, and Tysons Grid of Streets specifically stipulate that the contribution amount is determined by the effective rate at the time of development approval by the Board and that such amounts are fixed for site plans submitted for that approved development during a two-year period. Thus, the primary effects of this increase will be felt in future fiscal years.

ENCLOSED DOCUMENTS:

Attachment 1: Calculation of Revised Contribution Rate for 2015
Attachment 2: Fund 30040 Projects Previously Approved by the Board
Attachment 3: Proposed Projects and Studies to be Funded from Tysons Fund
Attachment 4: Procedural Guidelines for Annual Review Process; Fairfax Center Area, Tysons-Wide Area and Tysons Grid of Streets Area

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
Kenneth Kanownik, Transportation Planner II, FCDOT

CALCULATION OF REVISED CONTRIBUTION RATE - 2015

Inflation rate for 2014 based on the Consumer Price Index published by the US Department of Labor, Bureau of Labor Statistics

Proposed 2015 Contribution Rate

Road Fund Area	Type	Current Rate	Inflationary Increase	Proposed Rate
Tysons	non-residential	\$4.27	x 1.0218	\$4.36
	residential	\$947	x 1.0218	\$968
Tysons-Wide	non-residential	\$5.74	x 1.0218	\$5.87
	residential	\$1,020	x 1.0218	\$1,042
Tysons-Grid of Streets	non-residential	\$6.57	x 1.0218	\$6.71
	residential	\$1,020	x 1.0218	\$1,042
Fairfax Center	non-residential	\$5.80	x 1.0218	\$5.93
	residential	\$1,285	x 1.0218	\$1,313
Centreville	non-residential	\$6.22	x 1.0218	\$6.36
	residential	\$2,462	x 1.0218	\$2,516

FUND 30040 Projects Approved by the Board

PROJECT	PROJECT DESCRIPTION	PRELIMINARY COST ESTIMATES*	STATUS
FAIRFAX CENTER AREA			
Route 50/Waples Mill Road Interchange	Design of entire interchange including at-grade and flyover components; construction to be phased depending on funding availability.	\$5.8 M (at-grade)	Construction of at-grade improvements completed in December 2006.
Tall Timbers Drive	Construct an east-west roadway, connecting Fields Brigade Drive and North Lake Drive.	\$1.8 M	Completed in February 2007.
CENTREVILLE AREA			
Old Centreville Road at Route 28	Construct improvements to Old Centreville Road approach to Route 28.	\$0.2 M	Complete.
Stone Road	Construct center raised median with left turn lanes between Granville Lane And Sully Park Drive.	\$1.0 M	Completed in July 2008.
Clifton Road	Widen to 4-lanes between Braddock Road and Lee Highway (Route 29).	\$4.3 M	Completed in 2006.
Centreville Fire Station Emergency Signal	Preemptive Emergency Signal for Centreville Fire Station Access to Old Centreville Road	\$.03 M	Construction Complete, final VDOT approval pending

*Project cost estimates are done without any survey and right-of-way needs information, and could change significantly

TYSONS CORNER AREA	PROJECT DESCRIPTION	PRELIMINARY COST ESTIMATES*	STATUS
Pedestrian Facilities in Tysons	Supplemental funding for design of projects funded by Job Access and Reverse Commute Grant.	\$0.8 M	Sidewalks are complete project is scheduled to close out in 2014.
Route 7 & Route 123	Complete selected improvements as proposed in Route 7/123 Transportation Corridor Study prepared by Patton Harris Rust and Associates; construction to be phased based on funding availability.	\$3.3 M	Several spot improvements are complete, remaining to be completed as funding becomes available.
Conceptual Engineering and Design of Boone Boulevard and Greensboro Drive	Determine the feasibility and impacts of extending Boone Boulevard and Greensboro Drive.	\$0.8 M	Complete
Tysons Corner Metrorail Access Management Program (TMSAMS)	On March 30, 2009, the Board of Supervisors requested that multi-modal access to the four Tysons Corner Metrorail stations be studied and that citizens and businesses from the three surrounding magisterial districts and the Town of Vienna be represented on this study group.	\$0.35 M	TMSAMS was conducted in 2010 and 2011 and the final report on this was presented to the board on December 6, 2011. Recommendations are shown at http://www.fairfaxcounty.gov/fcdot/silverline/tysonsimp.htm Work has been initiated on 34 of these projects.

*Project cost estimates are done without any survey and right-of-way needs information, and could change significantly

TYSONS CORNER AREA PROJECT	PROJECT DESCRIPTION	PRELIMINARY COST ESTIMATES*	STATUS
Conceptual Design and Engineering of Sections of the Proposed Tysons Corner Street Grid	The proposed Tysons grid of streets is a critical element of the future plan for Tysons Corner. It disperses vehicle traffic and improves mobility for pedestrians and bicyclists. The grid of streets will be supported by a street hierarchy that allows different types of trips to use different streets. People wishing to travel across Tysons can choose to use a major arterial, such as Route 7. Others who only need to travel a couple of blocks will have a choice to travel on a smaller street within the grid of streets.	\$2.5 M	To enhance the redevelopment of Tysons, it is necessary to finalize the location and associated right-of-way needs for the grid of streets, including the requirements of the proposed circulator system.
Tysons Circulator Feasibility Study	To advance the conceptual Circulator System, more detailed design, with consideration given to the desired development pattern, will need to be done. Details of the final Circulator alignment that will need to be assessed include. The specific connections between the Circulator and the Metrorail system. Location of Circulator stops throughout Tysons. Circulator routes to connect the desired Circulator stops, including identification of how the Circulator fits into the roadway right-of-way. Design of the Circulator platforms and stops, including access and circulation plans for pedestrians, transit, bikes, and autos, and integration with the surrounding land uses.	\$0.5 M	The Tysons Circulator Study was published in February 2013 and is posted at http://www.fairfaxcounty.gov/tysons/transportation/download/tysons_circulator_study_final_report.pdf
TYSONS CORNER	PROJECT DESCRIPTION	PRELIMINARY	STATUS

*Project cost estimates are done without any survey and right-of-way needs information, and could change significantly

AREA PROJECT		COST ESTIMATES*	
Route 7 – from Route 123 to I-495/Capital Beltway	Widening of Route 7 from Route 123 to I-495.	\$29.0 M	Currently in Phase II Tysons Improvements project list, scheduled from 2013-2020. Initial project design is underway
Tysons East Super Streets Simulation	Conduct a simulation for a portion of Route 123 in the Tysons East area to demonstrate the feasibility of a potential super street concept. The super street concept modifies left turn movements to facilitate regional through movement. The analysis will assist in the preliminary design of the super street section currently being developed.	\$152,000	The preliminary design (30% level) plans of the super street section are being finalized.
Tysons Transportation Management Association – Start Up Funding	To assist TYTRAN in establishing a TMA in Tysons. Funding will allow a Tysons TMA to operate over the next five years. After this five year period the TMA will be funded through dues from TYTRAN membership.	As Proffers Dictate	Board approved funding and operations agreement. Agreement is scheduled to be executed by January 1, 2015.
State Street Study	Develop and evaluate concepts for a new roadway named State Street, which will connect the future Boone Boulevard and Greensboro Drive in Tyson Corner area. Study will assess the potential alignments, property impacts, costs and feasibility	\$39,000	Study report drafted and currently under review.
TYSONS CORNER	PROJECT DESCRIPTION	PRELIMINARY	STATUS

*Project cost estimates are done without any survey and right-of-way needs information, and could change significantly

AREA PROJECT		COST ESTIMATES*	
Cleveland Ramp Alternatives Analysis	Develop and assess design concepts for a new ramp connecting the Dulles Airport Access Road to the new Tysons East grid of streets	\$145,000	Alternative development and analysis stage is underway. Completion anticipated in 2015.
Route 7/Route 123 Street Simulation and Operational Analysis	Develop plan for widening Route 7 and potential improvements to the Route 7 /Route 123 Interchange. This work will include Operational Analysis of the road and interchange, conceptual engineering design of Route 7 corridor and schematic design of recommended improvements to the Route 7/Route 123. Plans will assess the potential alignments property impacts and construction cost.	\$600,000	Underway

*Project cost estimates are done without any survey and right-of-way needs information, and could change significantly

Proposed Projects and Studies for Approval

PROJECT	PROJECT DESCRIPTION	PRELIMINARY COST ESTIMATES	STATUS
Tysons Area			
Tysons Preliminary Engineering and Data Collection	Reserve of funding to conduct data collection and other preliminary engineering activities for projects in Tysons prior to a formally established project.	\$50,000	N/A

**PROCEDURAL GUIDELINES
FOR THE
ANNUAL REVIEW PROCESS
FAIRFAX CENTER AREA**

Adopted by

**FAIRFAX COUNTY
BOARD OF SUPERVISORS**

November 22, 1982

April 1, 1995

ANNUAL REVIEW PROCESS FOR THE FAIRFAX CENTER AREA

The following guidelines serve to direct staff in the implementation of the Fairfax Center Area Plan. These procedures were adopted by the Board of Supervisors on November 22, 1982, and revised periodically since their adoption. Guidelines for the monitoring of development in the Area as well as a procedure for reviewing the roadway contribution formula are included herein.

A. MAINTENANCE / REVIEW OF LAND USE DATA

It is the intent of the Board of Supervisors that the target or goal for development intensity of the Fairfax Center Area be Level B, as recommended by the Planning Commission. The annual review process will be utilized to assure the achievement of this goal. In addition the Department of Planning and Zoning and the Department of Systems Management for Human Services will collect and maintain the following information with respect to land use development in the Fairfax Center Area:

- o the development status of parcels, land development units and unit groups (including acreage, existing zoning, existing land use, planned land use, number and type of dwelling units, and amount and type of non-residential floor area); and
- o the identification of activity in the development pipeline for each parcel, land development unit and unit group (including the following stages of development: rezonings pending, rezonings granted, site plans submitted, site plans approved, building permits issued, and projects under construction).

Staff will prepare an annual summary document of this information for presentation to the Board of Supervisors.

B. ROADWAY CONTRIBUTION FORMULA REVIEW PROCESS

The following excerpt from the Comprehensive Plan identifies the intention of the Board of Supervisors to review the method by which the private sector contributes to funding of roadway improvements in the Fairfax Center Area:

The proportional share of the transportation improvements provided by the private sector will be established by the Board of Supervisors and reviewed periodically through an established public process such as the Annual Plan Review.

The paragraphs that follow specify the review process to be undertaken by the Board and County staff. Clarification on the Contribution Formula, Roadway Improvements Prioritization, and the Road Fund Account are also provided.

An appraisal of funding and implementation of roadway improvements in the Fairfax Center Area will be made annually and presented to the Board. The appraisal will include but not be limited to the following items:

- o identification of total funds contributed by the private sector and the funds contributed over the previous year(s);

- o review of trends in roadway construction costs reflecting inflation (or deflation) rates;
- o listing of right-of-way dedications, roadway construction, and other commitments/contributions provided in previous year(s);
- o examination of the development pipeline toward re-assessment of programming of roadway projects; and
- o discussion regarding the ability of current funding mechanisms to satisfactorily provide for necessary roadway improvements.

This annual appraisal will not be conducted as a full-scale traffic analysis and roadway needs study. Rather, it will evaluate the suitability of roadway project implementation with respect to specific site developments and the overall Fairfax Center Area development. In addition to these items, staff will make recommendations with respect to the prioritization of roadway projects. An examination of the funding formula will also be presented for reconsideration by the Board.

C. CONTRIBUTION FORMULA

The Contribution Formula is designed to represent the participation of the private sector in the funding and implementation of 'off-site' roadway projects and provision of land and facilities for transit-related purposes. 'Off-site' roadway projects are defined for the purposes of this document as:

- o those projects which include major improvements to non-interstate primary facilities such as Routes 29 and 50;
- o improvements to secondary roadways functioning as arterial roadways, including Fairfax County Parkway, Waples Mill Road, Shirley Gate Road, West Ox Road, Stringfellow Road, and Clifton Road;
- o bridges and interchanges on interstate and primary roadways;
- o traffic signals which are not otherwise required within the boundaries of or adjacent to sites subject to development; and
- o those portions of roads internal to the Fairfax Center Area which are not within the boundaries of or adjacent to sites subject to development.

These 'off-site' roadway improvements are identified in the next section titled "Prioritization of Roadway Improvements."

This formula does not relate to the dedication of right-of-way for, or the construction of, local and collector roads traversing the Fairfax Center Area where such roads lie within or adjacent to sites being developed. In addition, this formula does not apply to those improvements necessary for site access (i.e., turn lanes, traffic signals or service drives)¹. It is expected that

¹ Turning lanes and traffic signals provided on major arterials (e.g. Route 29) are considered to be 'off-site' improvements.

these improvements will be provided solely by the owner/developer of the site. These improvements are referred to as 'on-site' projects.

'Transit-related purposes' are defined as the following:

- o rail stations and facilities peripheral to their function
- o park-n-ride lots
- o bus transit transfer stations and facilities peripheral to their function

The formula does not apply to facilities or activities designed to address site-specific needs to reduce the number of single-occupant vehicle (SOV) trips, such as construction of bus shelters and implementation of TDM programs.

As a minimum, the contribution formula will be as follows¹:

- o for any application requesting a level of development above the baseline, the contribution will be \$2.50 per gross square foot of building structure of the total proposed non-residential space and \$577 per unit of the proposed residential uses;
- o up to one-third of the total contribution required can be credited by the dedication of right-of-way for 'off-site' roadway projects or 'transit-related' projects provided no density credits have been granted for the same right-of-way;
- o the total contribution requirement can be provided in part or in total by the construction of major portions of 'off-site' roadway projects or 'transit-related' projects.

For the purpose of interpreting these guidelines, development 'above the baseline' shall be construed to mean any uses that generate peak-hour traffic volumes higher than those generated by baseline development levels, regardless of the type of land use modification (rezoning, Special Exception, or other).

The need for a contribution for each application will be identified prior to development approval. Upon approval, the contribution rate at the time of approval will remain effective for a period of 2 years. If a site plan or subdivision plan (i.e. preliminary or final plat) is not submitted within 2 years from the development approval date, the contribution rate which is in effect at the time of site plan submission or final subdivision plat submission will be utilized to identify the total contribution required. The total contribution will then be adjusted to reflect the deduction of any applicable credit and/or 'in-kind' contribution. 'In-kind'

¹ Contribution amounts to the fund have subsequently been modified. A twenty year track of previous revisions is provided at the end of the document.

contributions are defined as those commitments made by the private sector towards the provision, in part or in total, of the construction of 'off-site' roadways, or 'transit-related' purposes as defined previously.

Credit for land dedicated for the described purposes will be based upon the property's existing County assessment which is in effect at the time of site plan submission or final subdivision plan submission. The value of the land to be dedicated can be credited to no more than one-third of the total required contribution, provided density credits have not been granted for this same dedicated land area. That is, the applicant will have the opportunity to receive credit, based upon right-of-way dedication, for either density of development or partial satisfaction of the total required contribution. The applicant, prior to development approval, should indicate his intent with regard to the credit opportunities for land dedicated in accordance with these guidelines. Dedication of land for site access improvements will not be eligible for consideration with respect to the total required contribution.

If an applicant elects to construct or provide sufficient funds to construct a portion or portions of 'off-site' roadway projects or 'transit-related' projects, a cost estimate will be provided by the applicant and reviewed by the Department of Public Works and Environmental Services consistent with bonding practice prior to plan or subdivision plat approval. These costs, once verified and accepted by the Department of Public Works and Environmental Services, will be applied against the applicant's total contribution with any applicable land credits as illustrated in Appendix A of these Guidelines. The roadway construction projects will be completed before the respective 'off-site' roadway or 'transit-related' project construction bonds are released.

Prior to or upon site plan or subdivision plat approval, the applicant will contribute 10 percent of the total required contribution minus any applicable credits as discussed previously. The remaining 90% will be required before building permits are issued. If the sum of the cost estimate for the 'in-kind' roadway and 'transit-related' projects and the value of the dedicated land (up to one-third of the total required contribution) is less than the total required contribution, the applicant will supply 10 percent of this differential monetary contribution prior to or upon site plan or subdivision plat building permit. In the event that the combined value of the dedicated land for the 'off-site' roadways or 'transit-related' projects (up to one-third of the total contribution) and the cost estimate for the construction of same exceeds the projected contribution, then it shall be determined that the applicant's commitment to the Fairfax Center Area Road Fund has been met.

As the Fairfax Center Area develops, a schedule for roadway improvements will be established. However, dedicated rights-of-way or monetary contributions will not be conditioned on a specific roadway project or the completion of a project by a specified date.

D. PRIORITIZATION OF ROADWAY IMPROVEMENTS

The timing of the roadway improvements is crucial to the manner in which the Fairfax Center Area develops. The following improvements are considered as high priority and should be scheduled for implementation as closely as possible to the order in which they are listed. Physical, fiscal, and developmental constraints may shift the priorities of the projects as identified through the annual analysis of road improvement needs. The improvement priorities were adopted by the Board of Supervisors on January 9, 2001. (Note: ~~strikeout~~ indicates completed project.)

- o Advanced right-of-way acquisition for:
 - ~~_____ Monument Drive west of Fields Brigade Road~~
 - ~~_____ Stringfellow Road relocation~~

- o At-grade improvements/construction:
 - ~~_____ West Ox Road / Route 29 at-grade improvements~~
 - ~~_____ Completion of Monument Drive west of Fields Brigade Road~~
 - ~~_____ Stringfellow Road widening between Fair Lakes Parkway to Route 29~~
 - ~~_____ Widen Route 50 to 6 lanes east of Stringfellow Road~~
 - ~~_____ Waples Mill Road / Route 50 at-grade improvements~~
 - Widening of Waples Mill Road to six lanes between Route 50 and Route 29
 - Widening of Rugby Road to four lanes between Fairfax County Parkway and Route 50
 - Widening of Route 50 to 8 lanes between Waples Mill Road and I-66
 - Construction of local and collector roads internal to the Fairfax Center Area which are not within the boundaries of or adjacent to sites under development

- o Interchanges:
 - ~~_____ Fairfax County Parkway / Route 29 / West Ox Road~~
 - ~~_____ Fairfax County Parkway / Route 50~~
 - Waples Mill Road / Route 50
 - ~~_____ Fairfax County Parkway / Fair Lakes Parkway / Monument Drive with widening of the Parkway to 6 lanes between I-66 and Route 50~~

- o Route 29 reconstruction:
 - East of West Ox Road, including interchanges at Shirley Gate Road and Monument Drive
 - West of West Ox Road, including an interchange at Clifton Road/Stringfellow Road

- o Fairfax County Parkway widening:
 - ~~_____ Construction of 4 lanes between Route 29 and Braddock Road~~
 - ~~_____ Widening to 6 lanes between I-66 and Route 50 in conjunction with the construction of an interchange at Fair Lakes Parkway / Monument Drive~~
 - Construction of 6 through lanes between I-66 and Route 29

This priority listing will change due to development and financial considerations. It is important that development not occur without the availability of sufficient roadway access and capacity. This is especially important in the development of those parcels that would utilize the sub-connectors traversing or adjoining their property.

Roadway construction and/or right-of-way dedication by either the private or public sector will not necessarily follow the aforementioned priority listing. However, construction of development projects by the private sector may be predicated upon the completion of adjacent roadways in order that the roadway system can satisfactorily accommodate the change in travel patterns resulting from additional development.

E. ROAD FUND ACCOUNT

A road fund account will be established and maintained by the County. Monies received prior to or upon site plan approval, subdivision plat approval, or building permit issuance, will be placed in the account. Interest on monies in the account will accrue to the account at the prevailing interest rate earned by the County less one-half of one percent for administration.

The monies in this account will be utilized to help fund and implement roadway projects in the Fairfax Center Area as closely as possible to the order in the aforementioned priority list. The widening of I-66 and the construction of sub-connector roads (unless included in the listing of priorities) will not be funded from this account.

Any monies from previous proffers and specified for off-site roadway improvements will go into the road fund account unless otherwise designated in the proffers.

APPENDIX A

A GUIDE TO CALCULATING CONTRIBUTIONS TO THE FAIRFAX CENTER AREA ROAD FUND IN ACCORDANCE WITH THE PROCEDURAL GUIDELINES ADOPTED BY THE FAIRFAX COUNTY BOARD OF SUPERVISORS ON NOVEMBER 22, 1982 AS REVISED EFFECTIVE MARCH 18, 2002.

STEP 1: Total required Contribution:

gsf (or # dwelling units) multiplied by the appropriate rate = total required contribution.

STEP 2: Anticipated Land Credits (if applicable):

sq. feet of land dedicated for 'off-site' and/or 'transit-related' projects multiplied by the per foot assessed value of the land at time of site plan submission or final subdivision plan submission.*

STEP 3: Anticipated "In-Kind" contributions:

Cost to construct a portion or portions of 'off-site' roadway and/or 'transit-related' projects consistent with bonding practices and verified and accepted by DPWES prior to plan or subdivision plat approval.

STEP 4: Total Required Contribution Minus Applicable Credits

Dollar value in Step 1 minus the sum of Steps 2 + 3 will result in the net contribution due the FCAR fund. (Note: if the sum of Steps 2 + 3 is greater then the value of Step 1 then the commitment to the fund is met with dedication of right-of way and 'in-kind' construction.)

***NOTE:** This value cannot exceed one-third of the total required contribution calculated in Step 1 provided no density credits have been granted for this land.

Rate Adjustment History

Effective Date	Precent Increase	Non-Residential Rate per square foot	Residential Rate per unit
January 27, 1992	0	\$3.97	\$883
March 1, 1993	1.75	\$4.04	\$898
March 1, 1994	0.5	\$4.06	\$902
April 1, 1995	0.5	\$4.08	\$906
June 28, 1999	0	\$4.08	\$906
January 8, 2001	2.5	\$4.18	\$928
March 18, 2002	2	\$4.26	\$946
March 24, 2003	3	\$4.39	\$974
March 15, 2004	2	\$4.48	\$993
February 28, 2005	6	\$4.75	\$1,053
September 24, 2007	3.2	\$5.07	\$1,124
September 22, 2008	3.6	\$5.25	\$1,164
November 6, 2010	1.013	\$5.32	\$1,179
December 1, 2011	3.89	\$5.53	\$1,225
January 1, 2013	2.88	\$5.69	\$1,260
February 1, 2014	1.98	5.8	\$1,285

Procedural Guidelines
For The
Annual Review Process
Tysons-Wide Fund

Adopted by

Fairfax County
Board of Supervisors

January 8, 2013

GUIDELINES FOR THE TYSONS-WIDE TRANSPORTATION FUND (the Tysons-Wide Fund)

The following guidelines shall be used to establish, implement, and operate a fund for Tysons-Wide road improvements listed in Table 7 of the Comprehensive Plan. The fund is intended to collect monies in conjunction with development of property within the Tysons Corner Urban Center pursuant to any PTC rezoning action in this area. This will include Special Exception and Special Permit applications that result in an increase in building square footage. The boundary of the Tysons Corner Urban Center is defined in Area II of the 2010 Edition of the Tysons Corner Urban Center Comprehensive Plan (TCP).

Proffered commitments to provide monetary contributions to the fund are anticipated from zoning applications for land use changes that propose construction of new building square footage. The funds will be used to construct or implement transportation projects identified as "Tysons-Wide" in Table 7.

The street sections constructed utilizing Tyson-Wide Transportation Fund monies will include pedestrian and bicycle facilities in their design as recommended in the TCP. Illustrations of the expected cross-sections for road improvements are included with the Comprehensive Plan text and the Memorandum of Agreement between the Board of Supervisors of Fairfax County, Virginia, and Commonwealth of Virginia, Department of Transportation for design standards and related responsibilities for maintenance of streets as outlined in the Transportation Design Standards for Tysons Corner Urban Center signed September 13, 2011. The Tysons Corner Urban Design Guidelines endorsed by the Board of Supervisors on January 24, 2012, will also apply.

The following criteria were adopted by the Board of Supervisors on January 8, 2013.

TYSONS-WIDE TRANSPORTATION FUND CONTRIBUTION CRITERIA

The cash contribution rate for the Tysons-Wide Transportation Fund improvements provided by the private sector has been established by the Board of Supervisors and will be reviewed and adjusted annually in conformance with Virginia Code Section 15.2-2303.3, Subsection B. The paragraphs that follow discuss the process to administer the Fund.

A number of improvements to the existing roadway and transportation infrastructure are necessary to improve access to, and within, the Tysons Corner Urban Center. These improvements are identified as "Tysons-Wide Road Improvements" in Table 7 of the Comprehensive Plan and are listed in Appendix C of these guidelines. These projects include, but are not limited to, new access points from the Dulles Toll Road, and expanded capacity to interstate and arterial roads. The Tysons-Wide Transportation Fund represents part of the private sector's participation in the funding and implementation of road projects that serve a broader public transportation function.

The contribution rate is as follows:

For any zoning application proposing reconstruction of an improved site, construction on an unimproved site, or additional construction on an improved site, the contribution will be \$5.63 per gross square foot ("GSF") of building structure of the total proposed new non-residential space and \$1,000 per unit of the proposed new residential uses. The contribution formula does not apply to the GSF for public use facilities.

The amount of the financial contribution anticipated from each application will be estimated prior to the rezoning approval. Site Traffic Impact Analysis, Consolidated Traffic Impact Analysis, and/or traffic operational analysis data will be used at the time of rezoning to determine if an improvement is eligible for credit and the amount of credit (in whole or in part based on the Applicant's proportional impact on said improvement) as applicable. At site plan submittal, the total financial contribution will be adjusted to reflect the deduction of any applicable credit and/or 'in-kind' contribution. 'In-kind' contributions are defined as those commitments made by the private sector towards the provision, in part or in total, of the design and construction of qualifying Tysons-Wide road projects.

Credit for land dedicated for the described purposes will be based upon the property's County assessment which is in effect at the time of site plan submission, provided density credits have not been granted for the land to be dedicated. The applicant, prior to rezoning approval, shall indicate his intent to either seek credit for a Tysons-wide dedication or density credit. Dedication of land for site access improvements (i.e., turn lanes at driveways) will not be eligible for credit toward the required contribution.

If an applicant elected at rezoning to construct or provide sufficient funds to construct a portion or portions of Tysons-Wide transportation project(s), beyond improvements identified and proffered in the zoning review as necessary to offset site-generated traffic, and is requesting credit against the contribution, a cost estimate will be provided by the applicant and reviewed by FCDOT consistent with bonding practice prior to site plan approval. Copies of these documents shall also be submitted to DPWES for review and comment at the time of site plan approval.

The applicant will contribute 100% of the total required contribution for each building, less applicable credits, at the time non-residential use permits (Non-RUPs) or residential use permits (RUPs) are issued, based on the actual GSF and/or number of units in each building, subject to the provisions in the Virginia Code.

Applicants seeking rezoning actions in the Tysons Urban Center may receive credit against their contribution to the Tysons-Wide Transportation Fund under specific circumstances. Creditable improvements will be applicable to the entire rezoning application. Unless otherwise approved by the Board of Supervisors at the time of rezoning, the criteria for receiving credit are described as follows:

- Construction of road projects specifically identified in Appendix that are not otherwise required to address the impact of site generated traffic (construction credit);
- Dedication of land or right-of-way from the applicable site for road projects specifically identified in Appendix C (dedication credit) that are not for site access or otherwise not required to address the impact of site generated traffic. Right-of-way will be valued at County assessment at the time of site plan submission. Alternatively, the applicant may elect to provide an appraisal in place of the assessment. In this circumstance the applicant must procure, at its own expense, a County approved

Virginia state board licensed MAI or SRA American Institute designated general appraiser who uses standard appraisal techniques in preparing the appraisal;

- Acquisition of off-site land for construction of road projects specifically identified in Appendix C. Land that receives acquisition credit is not eligible for dedication credit; and,
- Construction of road projects specifically identified in Appendix C in advance of the development timelines negotiated and approved by FCDOT.

TYSONS-WIDE TRANSPORTATION FUND ACCOUNT

A transportation fund account will be established and maintained by the County. All monies received will be placed in the account. Interest on monies in the account will accrue to the account and not the General Fund at the prevailing interest rate earned by the County, less up to one-half of one percent for administration. Any interest expended from the fund for administration will be reported annually to the Tysons Service District Advisory Board (created January 8, 2013). The monies in this account will be utilized to help fund and implement Tysons-wide projects in the Tysons Area.

Annual Assessment

An annual assessment shall be conducted by the Department of Transportation and submitted to the Tysons Service District Advisory Board for review of the Tysons-Wide Transportation Fund, projects and the contribution rates subject to the following:

Review the pace and location of residential and commercial development within Tysons, as well as the construction schedule, funding status, and the funding mechanisms for Tysons' transportation improvements, in concurrence with other Transportation Fund Area review processes, to ensure a sustainable balance between development and transportation infrastructure.

It is understood that this review may result in adjustments to ensure that: the estimated funding levels for such improvements are coordinated with the anticipated construction spending and the timing of construction; that the funding is being spent in an appropriate and efficient manner; and, that the pace of the transportation improvements and the pace of residential and non-residential development are proceeding substantially in tandem, as set forth in the Comprehensive Plan.

This review should be based on the most current data and information available at the time of the review, including whether the assumptions upon which the proposed funding mechanisms and projects were based are still valid or whether they should be changed. The review should include a process that incorporates participation from all stakeholders. If improvements beyond those identified in Table 7 are needed before 2050, and such are considered to be more effective in addressing traffic congestion, consideration could be given to substituting those improvements for projects currently included in Table 7, provided that such adjustments are consistent with and sustain the integrity of the recommended policies and

overall allocation of funding responsibilities. This review will consider any new funding sources (such as parking fees) that have been established.

Changes to these guidelines, as appropriate, may be submitted with the annual assessment.

APPENDIX A

**A GUIDE TO CALCULATING CONTRIBUTIONS TO THE TYSONS WIDE TRANSPORTATION FUND
IN ACCORDANCE WITH THE PROCEDURAL GUIDELINES ADOPTED BY THE FAIRFAX COUNTY
BOARD OF SUPERVISORS ON JANUARY 8, 2013.**

STEP 1: Total required Contribution:

Amount of GSF (and/or # dwelling units) multiplied by the current Tysons-Wide Transportation Fund rate = total required contribution.

STEP 2: Anticipated "In-Kind" contributions:

The cost to construct a portion or portions of 'off-site' Tysons-wide projects consistent with bonding practices and verified and approved by FCDOT prior to site approval. Plus, if applicable, the value of Right of Way to be dedicated according to the procedures in the guidelines.

STEP 3: Total Required Contribution Minus Applicable Credits

Dollar value in Step 1 minus the sum of Step 2 will result in the net contribution due the Tysons-Wide Transportation Fund. (Note: if the sum of Step 2 is greater than the value of Step 1 then any additional credits may be applied to future Tysons-Wide Road Fund obligations.)

STEP 4: Reconciliation of the Tysons-Wide Road Fund Contribution and Actual "In-Kind" Construction Costs Associated With the Construction of Tysons-Wide Road Projects

Upon completion of Tysons-Wide "In-Kind" construction projects, an applicant shall follow the "Creditable Expense" Guidelines, contained herein, for final reconciliation of the Tysons-Wide Road Fund Contribution (or applicable refund) and Actual "In-Kind" Construction Costs.

APPENDIX B

A GUIDE TO APPLY FOR THE 'OFF-SITE' CONSTRUCTION/Right-of-Way COST CREDIT (Also Known as a 'Creditable Expense')

Assuming credit for a contribution to the Fund that has not already been provided under the criteria described in the guidelines, it is recommended that developers adhere to the following guidance to seek a credit or refund for 'off-site' construction expenditures. Upon completion of 'off-site' construction projects approved by FCDOT and DPWES, the developer may submit documentation for reimbursement or credit of project expenditures. The package should be assembled according to the guidelines directly below and submitted to FCDOT.

The package should include the following:

- Cover Letter - This letter should be from the original applicant or legal entity acting on their behalf addressed to the FCDOT director. The letter should outline the nature of the request for refund and the work that has been completed.
- Site Plan - This should be the site plan used in the construction of this project. Other plans such as signal, signage and striping plans may be requested as the application is reviewed.
- Invoices - All invoices that are directly related to the construction of the approved 'off-site' construction project should be submitted. If construction is done simultaneously with other parts of the development then the applicant must provide a separate accounting of the portion that applies to the 'off-site' project. FCDOT staff will review the invoices for relevance to the project.
- A copy of the approved rezoning case with approved 'off-site' project cost estimates.
- Any documents recording the release of bond or acceptance of the project into the public right of way.

After submission, FCDOT staff will review the credit or refund request. When the review is completed and approved by the department director or his designee, the applicant will receive notification in writing. The applicant shall be notified of the appropriate credit or receive the refund shortly after approval.

Tysons-Wide Transportation Costs: 2012-2051 (December 4, 2012 Estimate)		
	Project	Estimate (2012)
1	Rt.7 Widening from Rt.123 to I-495	\$22,000,000
2	Boone Blvd Extension west from Rt.123 to Ashgrove Lane	\$126,000,000
3	Extension of Jones Branch Connection to inside I-495 (Jones Branch Connector to Route 123)	\$41,000,000
4	Rt.7 Widening from the Dulles Toll Road to Reston Avenue	\$300,000,000
5	Greensboro Drive Extension west from Spring Hill Road to Rt.7	\$58,000,000
6	Dulles Toll Road Ramp to Greensboro Drive Extension	\$28,000,000
7	Dulles Toll Road Westbound Collector Distributor	\$124,000,000
8	Dulles Toll Road Eastbound Collector Distributor	\$62,000,000
9	Dulles Toll Road Ramp to Boone Blvd Extension	\$79,000,000
10	Rt.123 Widening from Rt.7 to I-495	\$20,000,000
11	Rt.123 Widening from Old Courthouse Road to Rt.7	\$8,000,000
12	Rt.7 Widening between I-495 and I-66	\$71,000,000
13	Widen Magarity Road from Lisle/Rt.7 to Great Falls Street	\$63,000,000
14	I-495 Overpass at Tysons Corner Center	\$18,000,000
15	Widen Gallows Road from Rt.7 to Prosperity Ave.	\$94,000,000
16	I-495 Additional Lane (Outer Loop between Rt. 7 and I-66)	\$74,000,000
17	Ramps Connecting Dulles Toll Road to Jones Branch Drive	\$38,000,000
	Total for road projects	\$1,226,000,000

Procedural Guidelines
For The
Annual Review Process
Tysons Grid of Streets Fund

Adopted by
Fairfax County
Board of Supervisors

January 8, 2013

GUIDELINES FOR THE TYSONS GRID OF STREETS TRANSPORTATION FUND (the Tysons Grid Fund)

The following guidelines shall be used to establish, implement and operate the Tysons Grid of Streets Transportation Fund. The Fund is intended to collect monies in conjunction with development of property within the Tysons Corner Urban Center pursuant to any PTC rezoning action in this area. This will include Special Exception and Special Permit applications that result in an increase in building square footage. The boundary of the Tysons Corner Urban Center is defined in Area II of the 2010 Edition of the Tysons Corner Urban Center Comprehensive Plan (TCP).

Proffered commitments to provide monetary contributions to the Tysons Grid Fund are anticipated during review of zoning applications for land use changes that propose construction of new building square footage. The funds will be used to construct sections of streets that cannot otherwise be built through private development in Tysons. Projects utilizing these funds are expected to be street links that will enhance transportation service within Tysons. The street sections constructed utilizing Tysons Grid Fund monies will include pedestrian and bicycle facilities in their design as recommended in the TCP. Illustrations of the expected cross-sections for grid streets are included with the Comprehensive Plan text and the Memorandum of Agreement between the Board of Supervisors of Fairfax County, Virginia and Commonwealth of Virginia, Department of Transportation for design standards and related responsibilities for maintenance of streets as outlined in the Transportation Design Standards for Tysons Corner Urban Center signed September 13, 2011. The Tysons Corner Urban Design Guidelines endorsed by the Board of Supervisors on January 24, 2012, will also apply.

These guidelines were adopted by the Board of Supervisors on January 8, 2013.

TYSONS GRID FUND CONTRIBUTION CRITERIA

The cash contribution rate for the Tysons Grid of Streets Transportation Fund provided by the private sector has been established by the Board of Supervisors and will be reviewed and adjusted annually in conformance with Virginia Code Section 15.2-2303.3, Subsection B. The paragraphs that follow discuss the process to be undertaken to administer the Fund.

The minimum contribution rate is as follows:

For any zoning application proposing reconstruction of an improved site, construction on an unimproved site, or additional construction on an improved site, the contribution will be \$6.44 per gross square foot ("GSF") of building structure of the total proposed new non-residential space and \$1,000 per unit of the proposed new residential uses. The contribution formula does not apply to the GSF for public use facilities.

The Grid of Streets described within the TCP is needed to provide convenient connections within Tysons, distribute multi-modal traffic efficiently, and enhance the quality of the network through the use of 'complete streets'. The grid of streets is generally comprised of the street network that provides site access and circulation within Tysons. The TCP recommends that the private sector be responsible for on-site improvements, including construction of on-site portions of the grid, as well as for contributions to the Tysons Grid Fund to support the construction of off-site portions of the grid. The Tysons Grid Fund does not include the dedication of right-of-way for, or the construction of, streets traversing the Tysons Corner Urban Center when such roads lie within the site being developed.

The amount of the financial contribution expected for each application will be estimated prior to rezoning approval. Site Traffic Impact Analysis, Consolidated Traffic Impact Analysis, and/or traffic operational analysis data will be used at the time of rezoning to determine if an improvement is eligible for credit and the amount of credit (in whole or in part based on the Applicant's proportional impact on said improvement) as applicable. At site plan, the total financial contribution will be adjusted to reflect the deduction of any applicable credit and/or 'in-kind' contribution. Creditable improvements will be applicable to the entire rezoning application. 'In-kind' contributions are defined as those commitments made by the private sector towards the provision, in part or in total, of the construction of off-site grid projects as defined previously.

If an applicant elects at rezoning to construct or provide sufficient funds to construct a portion or portions of 'off-site' Grid of Streets transportation project(s), and is requesting credit against the contribution, a cost estimate will be provided by the applicant and reviewed by FCDOT consistent with bonding practice prior to site plan approval. Copies of these documents shall also be submitted to DPWES for review and comment.

Prior to or upon site plan approval for non-residential development, the applicant will contribute 25 percent of the total required contribution based on the actual GSF, minus any approved applicable credits as discussed previously. The remaining 75 percent, less any further approved applicable credits, will be required before building permits are issued and will be assessed at the then current rate. This contribution approach is intended to facilitate the construction of Tysons Grid Transportation improvements prior to the occupancy of the new development.

For residential development, the applicant will contribute 100% of the total required contribution based on the actual number of units in each building, less applicable credits, at the time residential use permits (RUPs) are issued, subject to the provisions in the Virginia Code.

Applicants seeking rezoning actions in the Tysons Urban Center may receive credit against their contribution to the Grid of Streets Transportation Fund under specific circumstances. Creditable improvements will be applicable to the entire rezoning application. 'Off-site' street grid projects are defined for the purposes of this document as:

- those portions of streets identified for construction in the TCP internal to the Tysons Corner Urban Center which are not within the boundaries of sites subject to the proposed development;
- construction of capacity and/or operational improvements to grid streets which are not otherwise required to address the impact of site generated traffic, and are not within the boundaries of sites subject to the proposed development;
- traffic signals for grid street connections which are not otherwise required to address the impact of site generated traffic, and are not within the boundaries of or directly adjacent to sites subject to the proposed development;
- advance off-site land acquisition for construction of grid streets;
- construction of on-site grid of streets sections in advance of the development timelines negotiated and approved by FCDOT; and,
- dedication of land or right-of-way for 'off-site' Grid of Streets projects, in which density credit has not been granted for the land to be dedicated. Right-of-way will

be valued at the current County assessment. Alternatively, the applicant may elect to provide an appraisal in place of the assessment. In this circumstance the applicant must procure, at its own expense, a County approved Virginia State Board licensed, MAI or SRA American Institute designated general appraiser who uses standard appraisal techniques in preparing the appraisal.

Unless otherwise approved by the Board of Supervisors at the time of rezoning, construction of qualifying projects to advance the grid which meet the criteria above are eligible to receive credit up to equal value of the development's contribution to the fund.

TYSONS GRID TRANSPORTATION FUND ACCOUNT

A transportation fund account will be established and maintained by the County. All monies received will be placed in the account. Interest on monies in the account will accrue to the account and not the General Fund at the prevailing interest rate earned by the County, less up to one-half of one percent for administration. Any interest expended from the fund for administration will be reported annually to the Tysons Service District Advisory Board (created January, 8 2013). The monies in this account will be utilized to help fund and implement grid roadway projects in the Tysons Urban Center.

Annual Assessment

An annual assessment shall be conducted by the Department of Transportation and submitted to the Tysons Service District Advisory Board for review of the Tysons Grid of Streets Fund, the Grid of Streets projects and the contribution rates subject to the following:

Review the pace and location of residential and commercial development within Tysons, as well as the construction schedule, funding status, and the funding mechanisms for Tysons' transportation improvements, in concurrence with other Transportation Fund Area review processes, to ensure a sustainable balance between development and transportation infrastructure.

It is understood that this review may result in adjustments to ensure that: the estimated funding levels for such improvements are coordinated with the anticipated construction spending and the timing of construction; that the funding is being spent in an appropriate and efficient manner; and, that the pace of the transportation improvements and the pace of residential and non-residential development are proceeding substantially in tandem, as set forth in the Comprehensive Plan.

This review should be based on the most current data and information available at the time of the review, including whether the assumptions upon which the proposed funding mechanisms projects were based are still valid or whether they should be changed. The review should include a process that incorporates participation from all stakeholders. If improvements beyond those identified in Table 7 are needed before 2050, and such are considered to be more effective in addressing traffic congestion, consideration could be given to substituting those improvements for projects currently included in Table 7, provided that such adjustments are consistent with and sustain the integrity of the recommended policies and overall allocation of funding responsibilities. This review will also consider any new funding sources (such as parking fees) that have been established.

Changes to these guidelines, as appropriate, may be submitted with the annual assessment.

APPENDIX A

A GUIDE TO CALCULATING CONTRIBUTIONS TO THE TYSONS GRID OF STREETS FUND IN ACCORDANCE WITH THE PROCEDURAL GUIDELINES ADOPTED BY THE FAIRFAX COUNTY BOARD OF SUPERVISORS ON JANUARY 8, 2013.

STEP 1: Total required Contribution:

Amount of GSF (and/or # dwelling units) multiplied by the current Tysons Grid Transportation Fund rate = total required contribution.

STEP 2: Anticipated "In-Kind" contributions:

Cost to construct a portion or portions of 'off-site' grid street projects consistent with bonding practices and verified and approved by FCDOT prior to site plan approval.

STEP 3: Total Required Contribution Minus Applicable Credits

Dollar value in Step 1 minus the sum of Step 2 will result in the net contribution due the Tysons Grid Transportation Fund. (Note: if the sum of Step 2 is greater than the value of Step 1 then any additional credits may be applied to future Tysons Grid of Streets Fund obligations.)

STEP 4: Reconciliation of the Tysons-Wide Road Fund Contribution and Actual "In-Kind" Construction Costs Associated With the Construction of Tysons-Wide Road Projects

Upon completion of Tysons-Wide "In-Kind" construction projects, an applicant shall follow the "Creditable Expense" Guidelines, contained herein, for final reconciliation of the Tysons-Wide Road Fund Contribution (or applicable refund) and Actual "In-Kind" Construction Costs.

APPENDIX B

A GUIDE TO APPLY FOR THE 'OFF-SITE' CONSTRUCTION COST REFUND (Also Known as a 'Creditable Expense')

Assuming credit for contribution to the Fund has not already been provided under the criteria described in the guidelines, it is recommended that developers adhere to the following guidance to seek a credit or refund for 'off-site' construction expenditures. Upon completion of 'off-site' construction projects approved by FCDOT and DPWES, the developer may submit documentation for reimbursement of project expenditures. The package should be assembled according to the guidelines directly below and submitted to FCDOT.

The package should include the following:

- Cover Letter - This letter should be from the original applicant or legal entity acting on their behalf addressed to the FCDOT director. The letter should outline the nature of the request for refund and the work that has been completed.
- Site Plan - This should be the site plan used in the construction of this project. Other plans such as signal, signage and striping plans may be requested as the application is reviewed.
- Invoices - All invoices that are directly related to the construction of the approved 'off-site' construction project should be submitted. If construction is done simultaneously with other parts of the development then the applicant must provide a separate accounting of the portion that applies to the 'off-site' project. FCDOT staff will review the invoices for relevance to the project.
- A copy of the approved rezoning case with approved 'off-site' project cost estimates.
- Any documents recording the release of bond or acceptance of the project into the public right of way.

After submission, FCDOT staff will review the credit or refund request. When the review is completed, and approved by the department director or his designee, the applicant will receive notification in writing. The applicant shall be notified of the appropriate credit or receive the refund shortly after approval.

Board Agenda Item
January 13, 2015

ACTION - 3

Authorization to Sign Department of Rail and Public Transportation FY 2013 Project Funding Agreement Amendment

ISSUE:

Board of Supervisors' authorization for the County Executive to sign a project agreement amendment with the Virginia Department of Rail and Public Transportation (DRPT). This amendment provides additional FY 2013 Washington Metropolitan Area Transit Authority (WMATA) capital funding to Fairfax County.

RECOMMENDATION:

The County Executive recommends that the Board authorize him to sign the Project Agreement Amendment substantially in the form of the attached amendment (Attachments 1). This amendment between DRPT and Fairfax County will supplement previously received FY 2013 WMATA capital funds.

TIMING:

The Board of Supervisors should act on this item on January 13, 2015, so that DRPT will release FY 2013 supplemental funds for WMATA capital expenditures.

BACKGROUND:

NVTC applies for state capital assistance based on the best available data provided by WMATA. This includes the total capital subsidies to be invoiced during the fiscal year, the budgeted CIP expenditures on a CIP line basis, and the budgeted funding sources on a CIP line basis. NVTC then invoices the state grants each quarter using this budgeted information, and the actual subsidies billed by WMATA. At the end of each fiscal year, WMATA provides an Annual Reconciliation that shows the actual expenditures, and the actual funding sources on a per line basis. NVTC then reconciles the quarterly invoicing based on this actual data.

The project amendments are needed, because the actual expenditures and funding sources for each of DRPT's two FY 2013 tiers, and preventative maintenance (not allowed for DRPT capital funding purposes), varied significantly from budgeted expenditures. For FY 2013, most of the adjustment is the result of WMATA using less local funds for preventative maintenance than budgeted and more of the local subsidy payments for other capital assets. As a result, Fairfax County, will receive an additional \$1,414,392 in state assistance. The amended agreement is necessary, due to the revised grant application initiated by DRPT several years ago.

Board Agenda Item
January 13, 2015

FISCAL IMPACT:

Approval of this item will increase the funding provided from DRPT to NVTC for Fairfax County Metro Capital Expenses from \$12,523,042 to \$13,937,434, a net increase of \$1,414,392. These additional revenues will be used to support future WMATA expenses.

ENCLOSED DOCUMENTS:

Attachment 1 – First Amendment to the Project Agreement for Use of Commonwealth Transportation Funds FY 2013 – Grant Numbers 73113-84 and 73113-85

Attachment 2 – Project Agreement for Use of Commonwealth Transportation Funds FY 2013 – Grant Numbers 73113-81 thru 73113-85

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
Malcolm Watson, Transportation Planner, FCDOT

**First Amendment to the Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2013
Six Year Improvement Program Approved Project
Grant Numbers 73113-84 and 73113-85**

This First Amendment to the Project Agreement between the Commonwealth of Virginia, Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) executed on October 4, 2012 is made and entered into on _____, 2014.

WHEREAS, the Project Agreement provided funding for Fiscal Year 2013 for the Grantee’s share of WMATA’s capital expenses included in the Annual Work Plan (“Project”); and

WHEREAS, on September 17, 2014, the Commonwealth Transportation Board (“CTB”) approved additional funding for the Project;

WHEREAS, the parties wish to amend the funding.

NOW THEREFORE, in consideration of the mutual covenants and promises, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 3(d) is amended to change the grant amount to \$11,552,449.
2. Section 3(e) is amended to change the grant amount to \$2,384,985.
3. Appendices 4 and 5 are vacated, and replaced with the Appendices 4 and 5, which is attached to this First Amendment and made a part hereof.

All other terms and conditions from the original Project Agreement remain unchanged.

IN WITNESS whereof, the Department and the Grantee have caused this First Amendment to be executed by their duly authorized officers.

DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION

WITNESS:

By: _____

Jennifer Mitchell
Director

Date: _____

FAIRFAX COUNTY

WITNESS:

By: _____

Date: _____

Title: _____

Appendix 4

Grantee: Fairfax County

**Funding for WMATA Capital Improvement Program
Other Assets and Credit Facility
Capital Project Agreement**

Project Number: 73113-84

Project Start Date: July 1, 2012

Project Expiration Date: June 30, 2013

Fund Code		Item Amount
477	State share of project cost (51%)	\$ 9,486,703
478	State share of project cost (4%)	\$ 2,065,746
1400	Local share of project cost (45%)	\$ 9,452,004
	Total Project Expense	\$21,004,453

In no event shall this grant exceed \$11,552,449.

Appendix 5

Grantee: Fairfax County

**Funding for WMATA Capital Improvement Program
Replacement Rolling Stock
Capital Project Agreement**

Project Number: 73113-85

Project Start Date: July 1, 2012

Project Expiration Date: June 30, 2013

Fund Code		Item Amount
478	State share of project cost (80%)	\$2,384,985
1400	Local share of project cost (20%)	\$ 596,246
	Total Project Expense	\$2,981,231

In no event shall this grant exceed \$2,384,985.

**Project Agreement for Use Of
Commonwealth Transportation Funds
Fiscal Year 2013
Six Year Improvement Program Approved Projects
Grant Numbers 73113-81 thru 73113-85**

This Project Agreement ("Agreement") is entered into this 4 day of October, 2012 by and between the Commonwealth of Virginia ("Commonwealth"), Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), for the provision of funding for Fiscal Year 2013 capital assistance.

WHEREAS, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted application to the Department for funding in the Fiscal Year 2013 – Fiscal Year 2018 Six Year Improvement Program (SYIP) for operating and capital assistance to support Washington Metropolitan Area Transportation Authority (WMATA) as a state contribution distribution to each local WMATA service area jurisdiction's obligation to provide funding subsidy to WMATA and for operating and capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, on May 15, 2012, the DRPT Director notified the Grantee that SYIP funds distributed as state transit assistance would be provided directly to each jurisdiction beginning in FY2013, and by letter dated June 8, 2012, the Grantee accepted the NVTC application funding on its behalf and notified DRPT of its acceptance; and

WHEREAS, the Department approved the application for funding for the operating and capital assistance and made recommendation for approval to the Commonwealth Transportation Board; and

WHEREAS, on June 20, 2012, the Commonwealth Transportation Board ("CTB") allocated funding for operating and capital assistance, but delayed distribution of funds allocated to the Northern Virginia jurisdictions and WMATA; and

WHEREAS, on July 18, 2012, the CTB directed the distribution of SYIP funds to support the Northern Virginia transit services provided by the Grantee to be made by the Department directly to the Grantee conditioned upon the Grantee recording the allocated funding in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing for Grantee's locally provided transit service; and

WHEREAS, on July 18, 2012, the CTB approved a revision to the SYIP to reallocate operating and capital assistance funding, previously allocated in the SYIP to the Washington Metropolitan Area Transit Authority ("WMATA"), to the Grantee, as included in the WMATA jurisdictions, based on the individual jurisdiction's proportionate subsidy share as identified by WMATA, conditioned that the WMATA Compact member jurisdictions must record the allocated funding in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing funding to offset the jurisdiction's obligation to provide subsidy

funding for WMATA service within its jurisdiction; and

WHEREAS, it is desired by the Parties hereto to define the extent of the Projects addressed herein, 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 Projects; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is agreed and bound between the Parties hereto as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:
 - a. Payment of state contribution subsidy to WMATA for the Grantee's share of the debt service on the Gross Revenue Transit Refunding Bonds, Series 2003 maturing in Fiscal Year 2014 for the construction of the original rail system operated by WMATA. The Grantee must record the state contribution subsidy funding provided by the Department to the Grantee as allocated in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing funding to offset the jurisdiction's obligation to provide subsidy funding for WMATA service within its jurisdiction.
 - b. Payment of state contribution subsidy for the Grantee's share of the debt service incurred during Fiscal Year 2013 on the amount of funding used by the WMATA Compact member jurisdiction to opt out of the Metro Matters bond issue in June of 2009. The Grantee must record the state contribution subsidy funding provided by the Department to the Grantee as allocated in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing funding to offset the jurisdiction's obligation to provide subsidy funding for WMATA service within its jurisdiction.
 - c. Payment of state contribution subsidy to WMATA for the Grantee's share of project development costs incurred by WMATA. The Grantee must record the state contribution subsidy funding provided by the Department to the Grantee as allocated in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing funding to offset the jurisdiction's obligation to provide subsidy funding for WMATA service within its jurisdiction.
 - d. Payment of state contribution subsidy to WMATA for the Grantee's share of other asset and credit facility expenses included in WMATA's Fiscal Year 2013 Annual Work Plan. The Grantee must record the state contribution subsidy funding provided by the Department to the Grantee as allocated in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing funding to offset the jurisdiction's obligation to provide subsidy funding for WMATA service within its jurisdiction.

- e. Payment of state contribution subsidy to WMATA for the Grantee's share of replacement rolling stock expenses included in WMATA's Fiscal Year 2013 Annual Work Plan. The Grantee must record the state contribution subsidy funding provided by the Department to the Grantee as allocated in accordance with Governmental Generally Accepted Accounting Principles and with the intended purpose of providing funding to offset the jurisdiction's obligation to provide subsidy funding for WMATA service within its jurisdiction.
2. The Grantee may designate the Northern Virginia Transportation Commission ("NVTC") or any other entity as their authorized agent to perform administrative activities. In order to do so, the Grantee must notify the Department in writing using a letter in the format of the letter hereto attached and marked as Appendix 6. If the Grantee designates an entity other than NVTC, they must request the Department's approval in advance, in accordance with the terms of the Master Funding Agreement. If the Grantee designates NVTC as their authorized agent, they must follow these conditions:
- a. In the event that the Grantee designates NVTC as their authorized agent pursuant to §15.2-4518 Section 5 of the Code of Virginia to perform administrative activities as required by this Agreement, the Grantee is required to notify the Department of such duties and activities with NVTC (the "NVTC Agent Letter"). The Grantee must provide the Department such NVTC Agent Letter specifying the terms, powers, and duties of NVTC in this relationship for review and concurrence before the Department can take the appropriate actions to establish the financial relationship and controls with NVTC as the Grantee's authorized agent. This NVTC Agent Letter must provide that NVTC will follow the terms of this Agreement, and that no modification or change to the terms and conditions contained in the NVTC Agent Letter can be made without the prior written notification to the Department by the Grantee and concurrence by the Department.
 - b. In the event that an agent is designated as the grantee's authorized agent to perform administrative activities as required by this Agreement, the Grantee remains responsible to the Department for the Work and terms of this Agreement.
 - c. In the event that the Grantee designates NVTC as their authorized agent to perform administrative activities as required by this Agreement, and the Department concurs with the terms, powers, and duties of NVTC in this relationship, and the Grantee joins the other WMATA service jurisdictions within NVTC to pool state transit funding provided for the provision of local transit operations and/or to also pool its state transit funding provided as the payment of state contribution subsidy to WMATA for transit services provided to the WMATA Compact member jurisdictions to meet the WMATA service jurisdictions' obligations of the WMATA Compact, the Grantee must ensure that NVTC provides a statement letter showing the net impact of the reallocation of the State assistance by NVTC's Subsidy Allocation Model ("SAM") between the WMATA Compact jurisdictions, and send such letter to both the Grantee's Governing Board and its individual membership and the

Department within 120 days after the end of the Fiscal Year 2013. If an audit of NVTC or its member jurisdictions reveals that the net impact of reallocation is changed, an adjusted letter showing the net impact must be submitted to the Department and the Grantee's Governing Board by December 31 of each year.

- d. Regardless of whether or not NVTC is designated as the Grantee's agent, the Grantee is responsible to the Department for the full value allocation, distribution, terms, and recording of allocated funding made by the Department pursuant to the terms of this Agreement.
3. The Department agrees to provide funding as detailed below:
- a. State grant funding for Grantee's share of WMATA's debt service on the Gross Revenue Transit Refunding Bonds, Series 2003 maturing in Fiscal Year 2014 for the construction of the original rail system operated by WMATA in the amount of \$1,027,181 approved in the Fiscal Year 2013 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is hereto attached and made a part of this Agreement.
 - b. State grant funding for Grantee's share of the debt service incurred during Fiscal Year 2013 on the amount of funding used by each WMATA Compact member jurisdiction to opt out of the Metro Matters bond issue in June of 2009 in the amount of \$4,392,528 approved in the Fiscal Year 2013 Six Year Improvement Program. Details concerning this funding are contained in Appendix 2, which is hereto attached and made a part of this Agreement.
 - c. State grant funding for state contribution subsidy to WMATA for the Grantee's share of project development costs incurred by WMATA in the amount of \$229,350 approved in the Fiscal Year 2013 Six Year Improvement Program. Details concerning this funding are contained in Appendix 3, which is hereto attached and made a part of this Agreement.
 - d. State grant funding for state contribution subsidy to WMATA for the Grantee's share of other asset and credit facility expenses included in WMATA's Fiscal Year 2013 Annual Work Plan in the amount of \$10,274,353 approved in the Fiscal Year 2013 Six Year Improvement Program. Details concerning this funding are contained in Appendix 4, which is hereto attached and made a part of this Agreement.
 - e. State grant funding for state contribution subsidy to WMATA for the Grantee's share of replacement rolling stock expenses included in WMATA's Fiscal Year 2013 Annual Work Plan in the amount of \$2,248,689 approved in the Fiscal Year 2013 Six Year Improvement Program. Details concerning this funding are contained in Appendix 5, which is hereto attached and made a part of this Agreement.

4. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the Commonwealth Transportation Board ("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 execute this Project Agreement for the Use of Commonwealth Transportation Funds on the date first written above.

DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION

WITNESS:

[Handwritten Signature]

Date: 11/15/12

By: [Handwritten Signature]
Thelma Drake
Director

WITNESS:

[Handwritten Signature]

Date: 04 OCT 12

FAIRFAX COUNTY

By: [Handwritten Signature]
Name: Edward L. Long Jr
Title: County Executive

Appendix 1

Grantee: Fairfax County

**Funding for WMATA Debt Service
Capital Project Agreement**

Project Number: 73113-81

Project Start Date: July 1, 2012

Project Expiration Date: June 30, 2013

EIN: 540787833

Fund Code		Item Amount
477	State share of project cost (55%)	\$1,027,181
1400	Local share of project cost (45%)	\$ 840,420
	Total Project Expense	\$1,867,601

In no event shall this grant exceed \$1,027,181.

Appendix 2

Grantee: Fairfax County

**Funding for WMATA Metro Matters - Jurisdiction Debt Service
Capital Project Agreement**

**Project Number: 73113-82
Project Start Date: July 1, 2012
Project Expiration Date: June 30, 2013
EIN: 540787833**

Fund Code		Item Amount
477	State share of project cost (55%)	\$4,392,528
1400	Local share of project cost (45%)	\$3,593,886
	Total Project Expense	\$7,986,414

In no event shall this grant exceed \$4,392,528.

Appendix 3

Grantee: Fairfax County

**Funding for WMATA Project Development
Capital Project Agreement**

Project Number: 73113-83

Project Start Date: July 1, 2012

Project Expiration Date: June 30, 2013

EIN: 540787833

Fund Code		Item Amount
477	State share of project cost (55%)	\$229,350
1400	Local share of project cost (45%)	\$187,650
	Total Project Expense	\$417,000

In no event shall this grant exceed \$229,350.

Appendix 4

Grantee: Fairfax County

**Funding for WMATA Capital Improvement Program
Other Assets and Credit Facility
Capital Project Agreement**

Project Number: 73113-84

Project Start Date: July 1, 2012

Project Expiration Date: June 30, 2013

EIN: 540787833

Fund Code		Item Amount
477	State share of project cost (51%)	\$ 9,486,703
478	State share of project cost (4%)	\$ 787,650
1400	Local share of project cost (45%)	\$ 8,406,289
	Total Project Expense	\$18,680,642

In no event shall this grant exceed \$10,274,353.

Appendix 5

Grantee: Fairfax County

**Funding for WMATA Capital Improvement Program
Replacement Rolling Stock
Capital Project Agreement**

**Project Number: 73113-85
Project Start Date: July 1, 2012
Project Expiration Date: June 30, 2013
EIN: 540787833**

Fund Code		Item Amount
478	State share of project cost (80%)	\$2,248,689
1400	Local share of project cost (20%)	\$ 562,172
	Total Project Expense	\$2,810,861

In no event shall this grant exceed \$2,248,689.

Board Agenda Item
January 13, 2015

INFORMATION – 1

Planning Commission Action on Application 2232-P14- 6, Verizon Wireless and Milestone Communications (Providence District)

On Wednesday, November 19, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to approve 2232-P14-6.

The Commission noted that the application met the criteria of character, location, and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-P14-6 sought approval to develop a telecommunications facility located at 8100 Wolftrap Road, Vienna, VA 22182. Tax Map: 39-2 ((8)) 2A. Area II.

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpt

Attachment 2: Vicinity map

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ

Jill Cooper, Executive Director, Planning Commission Office

2232-P14-6 – VERIZON WIRELESS AND MILESTONE COMMUNICATIONS

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Lawrence.

Doug Hansen, Planning Division, Department of Planning and Zoning: Commissioner? Commissioner, just one thing, just to correct something for the record. It was stated that Verizon's antennas was going to be at 95 feet. That was not correct. According to their application, the antennas will be at 100 feet and the pole is 108 feet tall.

Commissioner Lawrence: That's what I saw in the staff report. Applicant, is that correct?

Chairman Murphy: Yes, it's correct. That's why they're laughing.

Commissioner Lawrence: I take the laughter to be assent.

Ed Donohue, Esquire, Applicant's Agent, Donohue & Stearns, PLC: For once, I had it right and the engineer had it wrong so, yes, 100 feet for Verizon Wireless.

Commissioner Lawrence: Oh, those engineers. Thank you, Mr. Chairman. I CONCUR WITH STAFF'S CONCLUSION that - - I've got to put my glasses on or I can't read this thing - - THAT THE PROPOSAL BY VERIZON WIRELESS AND MILESTONE COMMUNICATIONS, INC. TO CONSTRUCT A 108-FOOT TALL TREE POLE, LOCATED AT 8100 WOLFTRAP ROAD, VIENNA, VIRGINIA, SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN *VIRGINIA CODE* SECTION 15.2-2232, AS AMENDED. THEREFORE, MR. CHAIRMAN, I MOVE THAT THE PLANNING COMMISSION FIND SUBJECT APPLICATION 2232-P14-6 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion?

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Flanagan: I just - - I seconded it because we have a similar tree pole in Mount Vernon that was recently approved - - well not recently, but it's approved - - in Mount Vernon District, and Mount Vernon District is pretty picky about these locations.

Chairman Murphy: No, I can't believe that.

Commissioner Hall: You've had it in Mount Vernon and you have had it for 20 years.

Commissioner Flanagan: So I – I think this is a very good - - I think this is a very good application.

Chairman Murphy: They only have one pole in Mount Vernon, that's why.

Commissioner Hall: No, but it is –

Chairman Murphy: All those in favor of the motion to approve 2232-P14-6, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JN

PLANNING DETERMINATION

Section 15.2 -2232 of the Code of Virginia



Number: 2232-P14-6

Acreage: 23.176 Ac.

District: Providence

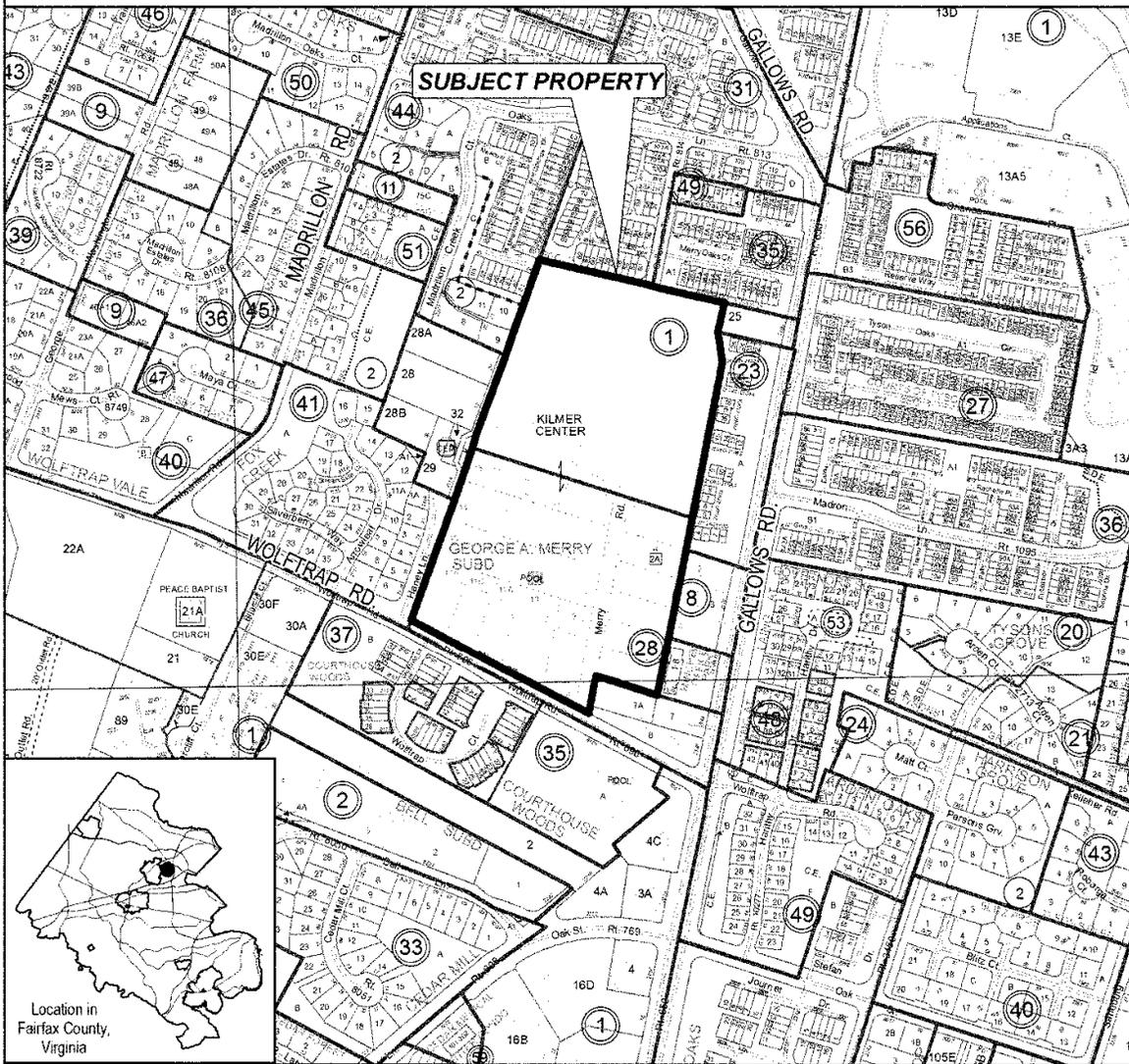
Tax Map ID Number: 39-2 ((8)) 2A

Address: 8100 Wolftrap Road
(Kilmer Middle School) Vienna, VA 22182

Planned Use: Public Facilities, Govt. & Inst.

Applicant: Verizon Wireless and Milestone Communications

Proposed Use: Telecommunications



Location in
Fairfax County,
Virginia

500 FEET

PREPARED BY THE DEPARTMENT OF PLANNING AND ZONING
USING FAIRFAX COUNTY GIS



Board Agenda Item
January 13, 2015

INFORMATION – 2

Planning Commission Action on Application 2232-Y14- 7, Verizon Wireless and Milestone Communications (Sully District)

On Thursday, December 4, 2014, the Planning Commission voted 11-0 (Commissioner Hedetniemi was absent from the meeting) to approve 2232-Y14-7.

The Commission noted that the application met the criteria of character, location, and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-Y14-7 sought approval to develop a telecommunications facility located at 6309T Bull Run Post Office Road, Centerville, VA 20120. Tax Map: 52-2 ((1)) 11E. Area III.

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpt

Attachment 2: Vicinity map

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ

Jill Cooper, Executive Director, Planning Commission Office

2232-Y14-7 – VERIZON WIRELESS AND MILESTONE COMMUNICATIONS

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. Well, first I want to commend Doug Hansen of our fine staff, Ms. Hernandez, and Mr. Stearns because they did, in my opinion, excellent community outreach. I know they contacted the Richardsons personally with a letter. I think Supervisor Frey's Office did the same thing. But the fact that their house is half a mile from this cell phone tower - - and here we're used to people complaining when it's a 100 feet - - and, they will be hard-pressed to see it and, if anything, it will help that area because it will provide better coverage. As Mr. Hart alluded to, the coverage is lacking in that part of the - the county, as far as cell phone coverage. With that, Mr. Chairman, I CONCUR WITH STAFF'S CONCLUSION THAT THE PROPOSAL BY VERIZON WIRELESS AND MILESTONE COMMUNICATIONS, TO CONSTRUCT A 150-FOOT TALL MONOPOLE, LOCATED AT 6309T BULL RUN POST OFFICE ROAD, CENTREVILLE, VIRGINIA, SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN *VIRGINIA CODE* SECTION 15.2-2232, AS AMENDED. THEREFORE, MR. CHAIRMAN, I MOVE THAT THE PLANNING COMMISSION FIND SUBJECT APPLICATION 2232-Y14-7 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioners Flanagan and Hart: Second.

Chairman Murphy: Seconded by Mr. Flanagan and Mr. Hart. Is there a discussion of the motion? All those in favor of the motion to approve 2232-Y14-7, say aye.

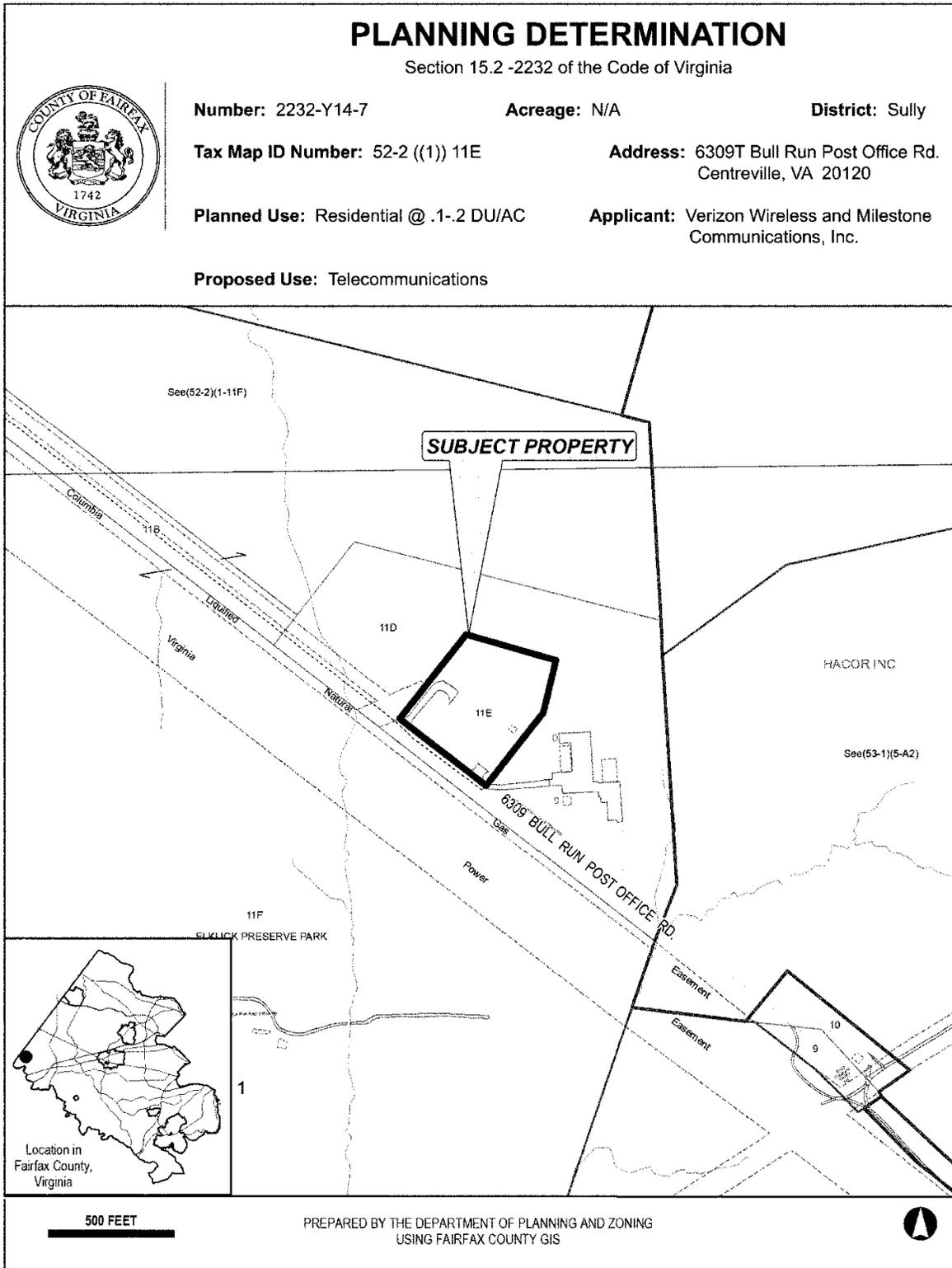
Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 11-0. Commissioner Hedetniemi was absent from the meeting.)

JN



Board Agenda Item
January 13, 2015

10:50 a.m.

Matters Presented by Board Members

Board Agenda Item
January 13, 2015

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. 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)
 - 2. *Angela Pledger v. Fairfax County*, Case No. 14-1590 (U.S. Ct. of App. for the Fourth Cir.)
 - 3. *Eric S. Clark v. The County of Fairfax, Virginia, John H. Kim, T. B. Smith, John Spata*, Case No. 14-1767 (U.S. Ct. of App. for the Fourth Cir.)
 - 4. *Kathryn T. Hollis, et al. v. Schaefer Pyrotechnics, Inc., et al.*, Case No. CL-2013-0019054 (Fx. Co. Cir. Ct.)
 - 5. *Joyce Banin, and on behalf of minor child, A.K. v. Biggs J. Byerson, Jesse Thorton, John Doe*, Case No. 1:14-cv-26 (E.D. Va.)
 - 6. *Christopher Alipui v. Biggs J. Byerson, John Doe (White Male Officer), John Doe (White Male Officer), John Doe (Duty Sergeant), John Doe (Lady Detective)*, Case No. 1:14-cv-103 (E.D. Va.)
 - 7. *Antjuan Proctor v. Fairfax County, Virginia*, Case No. 1:13-CV-1427 CMH/JFA (E.D. Va.)
 - 8. *Ann Good v. Fairfax County and Stacey Kincaid*, Case No. 1:14-cv-1350 (E.D. Va.)
 - 9. *David T. Clenney v. Officer V.R. Swartz*, Case No. 1:14CV1702 (E.D. Va.)
 - 10. *William Alfred Roberts, Jr. v. County of Fairfax, Virginia, City of Fairfax, Virginia, City of Falls Church, Virginia*, Case No. 1:14cv1337 (E.D. Va.)

11. *Tony Giardina v. Fairfax County Police*, Case No. CL-2014-0015555 (Fx. Co. Cir. Ct.)
12. *Poplar Place Homeowners Association v. Fairfax County* (State Building Code Technical Review Board) (Dranesville District)
13. *Gregory S. Mercer v. Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia* (State Building Code Technical Review Board) (Providence District)
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Randal S. Cordes*, Case No. CL-2013-0000441 (Fx. Co. Cir. Ct.) (Dranesville District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sergio Andrade*, Case No. CL-2008-0016277 (Fx. Co. Cir. Ct.) (Sully District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judy V. Marshall*, Case No. CL-2014-0000688 (Fx. Co. Cir. Ct.) (Providence District)
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mariano C. Evangelista and Armida A. Evangelista*, Case No. CL-2013-0000221 (Fx. Co. Cir. Ct.) (Mason District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duane S. Whitney, Edward N. Whitney, Arthur M. Whitney, Pamela V. Whitney, Rhonda L. Whitney, Candace Alexander, and Jeanette Alexander*, Case No. CL-2007-0005644 (Fx. Co. Cir. Ct.) (Providence District)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duc Dang*, Case No. CL-2012-0011237 (Fx. Co. Cir. Ct.) (Providence District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. James G. Miller, Trustee of the James G. Miller Living Trust, and Atlantic Construction Fabrics, Inc.*, Case No. CL-2009-0002430 (Fx. Co. Cir. Ct.) (Sully District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven C. Bryant*, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)
22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hillbrook Real Estate Holdings, LLC*, Case No. CL-2010-0013770 (Fx. Co. Cir. Ct.) (Mason District)
23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. George Daamash*, Case No. CL-2011-0000818 (Fx. Co. Cir. Ct.) (Mount Vernon District)

24. *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)
25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John Hicks, Betty Pearson-Pavone, Dallas Hicks, Harold E. Pearson, Alice Hicks, and Edward Hicks*, Case No. CL-2012-0013536 (Fx. Co. Cir. Ct.) (Providence District)
26. *Eileen M. McLane, Fairfax County Zoning Administrator v. Julio Moya*, Case No. CL-2009-0017993 (Fx. Co. Cir. Ct.) (Lee District)
27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mann Realty, Inc., and 495 Shipping, Inc.*, Case No. CL-2010-0005205 (Fx. Co. Cir. Ct.) (Mount Vernon District)
28. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert E. Stroup*, Case No. CL-2012-0000352 (Fx. Co. Cir. Ct.) (Providence District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Harry Martin*, Case No. CL-2008-0008078 (Fx. Co. Cir. Ct.) (Sully District)
30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Viva Tequila, Inc., the Susan Soh Trust, Susan Soh, Trustee, and her Successor Trustees in Trust*, Case No. CL-2014-0014125 (Fx. Co. Cir. Ct.) (Lee District)
31. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Fez Bistro, LLC, Next Merrifalls Plaza LLC, Reese Merrifalls, LLC, Reese Merrifalls Two, LLC, and Janice Yun*, Case No. CL-2014-0012602 (Fx. Co. Cir. Ct.) (Providence District)
32. *William E. Shoup, Fairfax County Zoning Administrator v. Patricia DeLisio and John Aidonis*, In Chancery No. CH-2004-0199371; *Jean J. Aidonis v. Fairfax County Zoning Administrator, Fairfax County, F. Hayden Coddling, and Susan Epstein*, Case No. CL-2006-0001145; *John Jean Aidonis v. William E. Shoup, Fairfax County Zoning Administrator*, Case No. CL-2014-0014013 (Fx. Co. Cir. Ct.) (Hunter Mill District)
33. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Matthew D. Coons*, Case No. CL-2014-0013526 (Fx. Co. Cir. Ct.) (Braddock District)
34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Silvia Flores*, Case No. CL-2014-0012186 (Fx. Co. Cir. Ct.) (Mount Vernon District)

35. *Board of Supervisors of Fairfax County, Virginia, James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services, and Leslie B. Johnson, Fairfax County Zoning Administrator v. Gregory L. Kinzelman, Case No. CL-2013-0019055 (Fx. Co. Cir. Ct.) (Mason District)*
36. *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. Edward Caine and Susan Power, Case No. CL-2013-0008131 (Fx. Co. Cir. Ct.) (Dranesville District)*
37. *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)*
38. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Ramy A. Inocencio and Ivy K. Inocencio, Case No. CL-2014-0011749 (Fx. Co. Cir. Ct.) (Mount Vernon District)*
39. *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)*
40. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mary Josephine Smith, Case No. CL-2014-0013669 (Fx. Co. Cir. Ct.) (Providence District)*
41. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nam Joon Kim, Case No. CL-2014-0012187 (Fx. Co. Cir. Ct.) (Mason District)*
42. *Board of Supervisors of Fairfax County and James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. David J. Laux and Tara K. Laux, a/k/a Tara K. Long, Case No. CL-2014-0013597 (Fx. Co. Cir. Ct.) (Mason District)*
43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kwang Woo Kim and Eun Sook Kim, Case No. CL-2014-0006957 (Fx. Co. Cir. Ct.) (Mason District)*
44. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Jerry A. Demoney and Vicki L. Demoney, Case No. CL-2014-0014975 (Fx. Co. Cir. Ct.) (Springfield District)*
45. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Karl A. Eickmeyer, Case No. CL-2014-0014976 (Fx. Co. Cir. Ct.) (Braddock District)*

46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Madison Gunston Plaza, LLC, and Las Colinas Restaurant, Inc.*, Case No. CL-2014-0015036 (Fx. Co. Cir. Ct.) (Mount Vernon District)
47. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Beatrice C. Garcia*, Case No. CL-2014-0015518 (Fx. Co. Cir. Ct.) (Sully District)
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Cecilio Vasquez*, Case No. CL-2014-0015904 (Fx. Co. Cir. Ct.) (Lee District)
49. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Jose S. Portillo and Francisca E. Portillo*, Case No. CL-2014-0016150 (Fx. Co. Cir. Ct.) (Providence District)
50. *Oscar Benitez v. Fairfax County Risk Management and Herbert Michael Napper*, Case No. CL-2014-0015788 (Fx. Co. Cir. Ct.)
51. *KyAnna Sheldon v. David Kroll*, Case No. GV14-008300 (Pr. Wm. Co. Gen. Dist. Ct.)
52. *Nationwide Property & Casualty Ins. Co. a/s/o Gregory Delcotto v. Fairfax County*, Case No. GV14-022548 (Fx. Co. Gen. Dist. Ct.)
53. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Priya Krishnan and Natarajan Krishnan*, Case No. GV14-022051 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
54. *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)
55. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steve McEntee, Heir to Richard L. and Virginia L. McEntee and His Successors-in-Interest*, Case Nos. GV14-022695 and GV14-022696 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
56. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Marta Kowalczyk*, Case No. GV14-022693 (Fx. Co. Gen. Dist. Ct.) (Providence District)
57. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Loan Thi Thuy Nguyen a/k/a Thuy Loan T. Nguyen*, Case No. GV14-022694 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

58. *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)
59. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Linda L. Tynes*, Case No. GV14-024949 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
60. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Margel S. Prince*, Case No. GV14-024948 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
61. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Syed Wahid and Lamia Afroz*, Case No. GV14-024221 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
62. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mary Ann Kenny and Jonathan Kenny*, Case No. GV14-023679 (Fx. Co. Gen. Dist. Ct.) (Providence District)
63. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robinson Socrates Nunn and Glanetta Miller*, Case No. GV14-023870 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
64. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. John M. Eliff, III*, Case No. GV14-022436 (Fx. Co. Gen. Dist. Ct.) (Mason District)
65. *Leslie B. Johnson, Fairfax County Zoning Administrator, v. Retta H. Hall*, Case Nos. GV14-026144 and GV14-026145 (Fx. Co. Gen. Dist. Ct.) (Mason District)
66. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Magin A. Jaimes*, Case No. GV14-026373 (Fx. Co. Gen. Dist. Ct.) (Mason District)
67. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard E. Coppola*, Case No. GV14-026433 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
68. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Laura Novella Green West*, Case Nos. GV14-026434 and GV14-026435 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
69. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 7-Eleven, Inc.*, Case Nos. GV14-026635 and GV14-026636 (Fx. Co. Gen. Dist. Ct.) (Mason District)
70. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John C. Lozinyak*, Case No. GV14-026788 (Fx. Co. Gen. Dist. Ct.) (Mason District)
71. *Board of Supervisors of Fairfax County, Virginia, v. Developers Surety and Indemnity Company*, Case No. CL-2014-0016043 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item
January 13, 2015

3:00 p.m.

Public Hearing on SE 2014-MV-017 (Verizon Virginia LLC) to Permit a Telecommunications Facility, Located on Approximately 1.33 Acres of Land Zoned R-3 (Mount Vernon District)

This property is located at 2806 Popkins Lane, Alexandria, 22306. Tax Map 93-1 ((1)) 7pt.

This public hearing was deferred by the Board of Supervisors on December 2, 2014, to January 13, 2015.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, October 29, 2014, the Planning Commission voted 9-0 (Commissioners Lawrence, Litzenberger, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2014-MV-017, subject to the Development Conditions dated September 9, 2014, with the addition of Condition 10 to read:

“If Fairfax County has not received or approved a subdivision plan for the redevelopment of the 4.2 acre residue parcel of Verizon’s within 30 months of the date of this SE approval, the applicant agrees to:

- 1) Escrow with Fairfax County the sum of \$5,000 to be used after 30 months for the immediate mitigation by the applicant of off-site water management runoff onto East Lee Avenue; and
 - 2) Install fencing at the ends of the East Lee Avenue and Preston Avenue.”
- Approve a modification of the transitional screening to permit the landscaping as shown on the Special Exception plat;
 - Approve a waiver of the barrier requirement along the southern property line; and
 - Direct the Director of the Department of Public Works and Environmental Services to permit a deviation from the tree preservation target, pursuant to the Public Facilities Manual.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4464234.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Carmen Bishop, Planner, DPZ

SE 2014-MV-017 – VERIZON VIRGINIA, LLC

Decision Only During Commission Matters
(Public Hearing held on October 1, 2014)

Commissioner Flanagan: And the second thing – of course, the decision on Verizon. I have – if you remember, this has been deferred three times because there were three outstanding issues. And every time I deferred it, we got one more done. And finally, we've gotten all of them taken care of. So, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-MV-017, SUBJECT TO THE CONDITIONS DATED SEPTEMBER 9, 2014, WITH THE ADDITIONAL OF A CONDITION 10 TO READ:

- “IF FAIRFAX COUNTY HAS NOT RECEIVE OR APPROVED A SUBDIVISION PLAN FOR THE REDEVELOPMENT OF THE 4.2 ACRE RESIDUE PARCEL OF VERIZON’S WITHIN 30 MONTHS OF THE DATE OF THIS SE APPROVAL, THE APPLICANT AGREES TO: ONE, ESCROW WITH FAIRFAX COUNTY THE SUM OF \$5,000 TO BE USED AFTER 30 MONTHS FOR THE IMMEDIATE MITIGATION BY THE APPLICANT OF OFF-SITE WATER MANAGEMENT RUNOFF ONTO EAST LEE AVENUE; AND TWO, INSTALL FENCING AT THE ENDS OF THE EAST LEE AVENUE AND PRESTON AVENUE.”

Chairman Murphy: Okay. Would a representative for the applicant please come forward – identify yourself for the record?

Commissioner Flanagan: I need a second to my motion, I think.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Please come forward. Mr. Flanagan.

Commissioner Flanagan: Do you – you've taken a look at this Condition Number 10 and you're entirely familiar with that?

Sheri Akins, Agents Applicant, McGuireWoods, LLP: Good evening. Sheri Akins with McGuireWoods, on behalf of the applicant – we have looked at the condition and my client agrees with the motion.

Chairman Murphy: Do you agree with all the conditions?

Ms. Akins: Yes.

Chairman Murphy: Okay. Thank you very much. All right, all those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-MV-017, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Flanagan: Okay. And I have one last motion, Mr. Chairman.

Chairman Murphy: Go ahead.

Commissioner Flanagan: And I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS:

- ONE, APPROVE A MODIFICATION OF THE TRANSITIONAL SCREENING TO PERMIT THE LANDSCAPING AS SHOWN ON THE SPECIAL EXCEPTION PLAT;
- AND TWO, APPROVE A WAIVER OF THE BARRIER REQUIREMENT ALONG THE SOUTHERN PROPERTY LINE; AND
- THREE, DIRECT THE DIRECTOR OF DPWES TO PERMIT A DEVIATION FROM THE TREE PRESERVATION TARGET, PURSUANT TO THE PUBLIC FACILITIES MANUAL.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 9-0. Commissioners Lawrence, Litzenberger, and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
January 13, 2015

3:00 p.m.

Public Hearing on Proposed Plan Amendment 2014-I-B2, Located Along the East Side of Moncure Avenue and Columbia Pike from Moncure Avenue to a Point About 500 Feet West of the Interchange with Leesburg Pike (Mason District)

This public hearing was deferred by the Board of Supervisors from December 2, 2014 to January 13, 2015.

ISSUE:

Plan Amendment (PA) 2014-I-B2 proposes to amend the Comprehensive Plan by adding a new redevelopment option for Tax Map Parcels 61-2 ((1)) 112A, 113, 113A, 113C, 114; 61-2 ((19)) 5A, 11A; and 61-4 ((30)) 15 and 17 to allow a mix of uses including multi-family and single-family attached residential and a public elementary school. The existing site specific recommendations for these parcels would also be revised to recommend office and retail uses for the privately-owned parcels and public facility uses for the Board-owned land.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, November 5, 2014, the Planning Commission voted unanimously (Commissioners de la Fe and Lawrence absent from the meeting) to recommend the following actions to the Board of Supervisors:

Adoption of the proposed Comprehensive Plan text for PA 2014-I-B2 as shown on pages 12 through 15 of the staff report dated October 22, 2014.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation that would provide a new redevelopment option for sub-unit B2 of the Town Center District of the Bailey's Crossroads CBC. The option creates an opportunity for a public-private redevelopment partnership that would include residential uses and a public elementary school at an overall FAR of 1.50 on those portions of the sub-unit along Moncure Avenue and Columbia Pike.

TIMING:

Planning Commission public hearing – November 5, 2014
Board of Supervisors' public hearing – January 13, 2015

Board Agenda Item
January 13, 2015

BACKGROUND:

On July 1 2014, the Fairfax County Board of Supervisors authorized Plan Amendment 2014-I-B2 for Tax Map Parcels 61-2 ((1)) 112A, 113, 113A, 113C, 114; 61-2 ((19)) 5A, 11A; and 61-4 ((30)) 15 and 17 in Sub-Unit B-2 of the Town Center District of the Baileys Crossroads Community Business Center (the Study Area). The authorization directed staff to consider a Plan Amendment for the study area that would allow for a mix of uses including multi-family and single-family attached residential uses along with an elementary school. Staff was also directed to evaluate the current transportation recommendations in the study area.

Since the Plan for the Baileys Crossroads CBC was adopted, changes have occurred which present new redevelopment opportunities that, although consistent with the area-wide recommendations for Bailey's Crossroads and the Town Center District, are not specifically envisioned in the current Plan. Tax Map Parcels 61-2 ((1)) 112A, 113, 113A, 113C, and 114; and 61-4 ((30)) 15 and 17 have been assembled for purchase by a multi-family residential developer. At the same time, Fairfax County Public Schools has been exploring options to relieve overcrowding at schools in the Baileys Crossroads area, including the possibility of building a new elementary school on and in the vicinity of Tax Map Parcels 61-2 ((19)) 5A, 11A, which are owed by the Board of Supervisors. Through the facilitation of the Mason District Supervisor's Office, Office of the County Executive, Office of Community Revitalization, Department of Planning and Zoning (DPZ), and others, the concept to redevelop the study area and provide a new school site as part of a public-private partnership was conceived. The County and the private landowner have filed a joint rezoning and final development plan application to permit the construction of a multifamily residential building along Columbia Pike, as well as five townhouses on Moncure Avenue. Land at the corner of Moncure Avenue and Columbia Pike, including the Board-owned parcels, is set aside for an approximately 125,000 square foot multi-level elementary school with structured parking and rooftop athletic facilities. As this precise mix of uses is not specifically recommended in the current Plan, a Plan amendment is necessary to facilitate the proposed rezoning and support the public-private redevelopment.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I: Planning Commission Verbatim and Recommendation

Staff Report previously furnished and available online at:

<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2014-i-b2.pdf>

Board Agenda Item
January 13, 2015

STAFF:

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division, DPZ
Brent M. Krasner, Planner III, Zoning Evaluation Division, DPZ

PA 2014-I-B2 – COMPREHENSIVE PLAN AMENDMENT (BAILEYS CROSSROADS
COMMUNITY BUSINESS CENTER)

After Close of the Public Hearing

Chairman Murphy: If not, public hearing is closed. Recognize Ms. Hall.

Commissioner Hall: Thank you, Mr. Chairman. I wish we had all the land we needed to build beautiful schools, but I know that's not the case. I don't know if this is going to be the answer, but it certainly is an option. So I – Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2014-I-B2, AS SHOWN ON PAGES 12 THROUGH 15 OF THE STAFF REPORT, DATE OCTOBER 22ND, 2014. As staff described, the Amendment would update recommendations for sub-unit B2 of the Town Center District of the Bailey's Crossroads CBC to provide redevelopment option – that reflects changes in ownership and public facility needs. The Amendment creates the opportunity for a public/private redevelopment partnership that would include residential uses and a public elementary school on those portions of the sub-unit along Moncure Avenue and Columbia Pike. Such a redevelopment could yield multiple community and County benefits for the Bailey's Crossroad's area and is consistent with the district area-wide objective – objectives for the Baily's Crossroad Community Business Center. Thank you, Mr. Chairman.

Commissioners Hart, Hedetniemi, and Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio, Mr. Hart – Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendment PA 2014-I-B2, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: Thank you, Mr. Chairman.

//

(The motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

Board Agenda Item
January 13, 2015

3:00 p.m.

Public Hearing to Amend the Deed of Lease with McLean Youth Athletics of Board-Owned Property at 1311 Spring Hill Road (Holladay Field)(Dranesville District)

ISSUE:

Public hearing to amend the Deed of Lease with McLean Youth Athletics (MYA) for Board-owned property at 1311 Spring Hill Road.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to amend the Deed of Lease with MYA for Board-owned property at 1311 Spring Hill Road.

TIMING:

On October 7, 2014, the Board authorized the advertisement of a public hearing to amend the Deed of Lease with MYA for Board-owned property at 1311 Spring Hill Road. On November 18, 2014, the Board deferred this board item to January 13, 2015 at 3:00 p.m.

BACKGROUND:

The Board of Supervisors is the owner of a five-acre parcel located at 1311 Spring Hill Road, McLean, Virginia (Tax Map Number 0291 20 C) and situated next to Spring Hill Elementary School. The property (informally referred to as Holladay Field) contains a full-sized athletic field and practice area.

On December 13, 2001, the County entered into a Deed of Lease (“Lease”) with McLean Youth Incorporated (MYI), the predecessor to MYA and hereinafter referred to as MYA, in which the County agreed to lease Holladay Field to MYA for a five-year term beginning on January 1, 2002 to December 31, 2006. In exchange, MYA was permitted to make improvements to the field and accepted responsibility for maintenance. During the term of this Lease, MYA has installed hybrid Bermuda grass on the site, maintained the field during the athletic seasons, and winterized the field before the off-season. Either party possessed the right to end the agreement with 120 days’ notice. MYA has been a year-to-year periodic tenant since the original lease expiration date of December 31, 2006.

MYA has requested a few changes to the Deed of Lease to protect its investments in the field and to better track the athletic calendar. The revised term will have a retroactive start date of July 1, 2014, and will end on June 30, 2015. MYA has explained that a new termination date of June 30th would correspond with the end of its spring season. The term will be renewed annually unless either party provides notice of nonrenewal by May 1st of any given year the Lease remains in effect.

Board Agenda Item
November 18, 2014

MYA has also proposed to amend the Deed of Lease to delete the existing 120-day termination provision and replace it with a provision that authorizes either party to terminate the Deed of Lease, effective December 31st, by giving written notice of termination on or before November 1st of the same year. That would give MYA ample time to remove goals, signs, bleachers, and irrigation system from the site before the end of the lease term.

The amendment will also change the street address for the Holladay Field referenced in the Deed of Lease to the correct address: 1311 Spring Hill Road.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

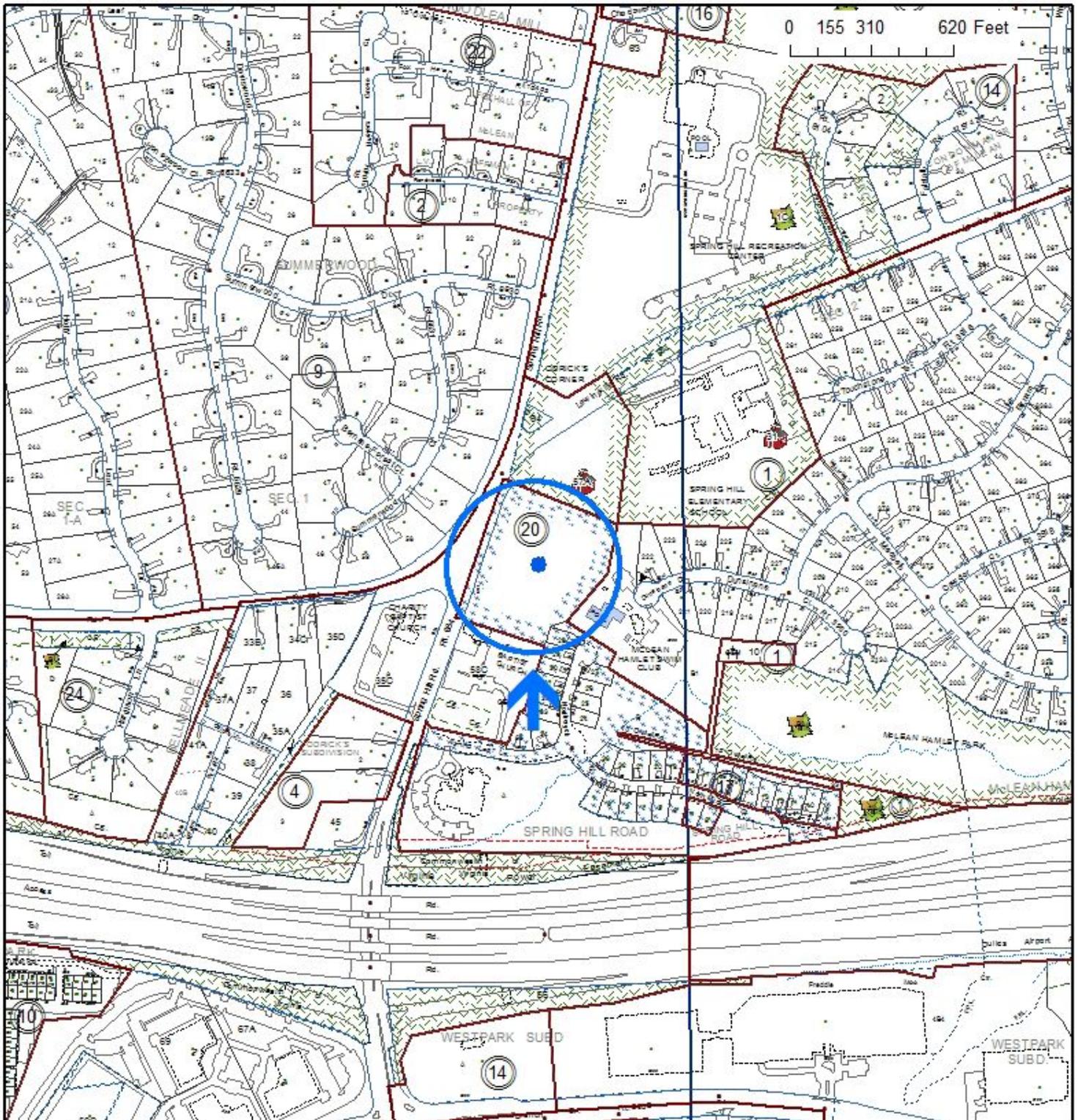
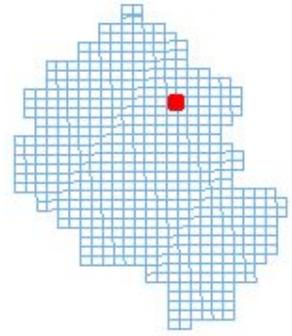
Attachment 1 – Location Map
Attachment 2 – Draft Lease Amendment
Attachment 3 – Original Lease

STAFF:

David J. Molchany, Deputy County Executive
José A. Comayagua, Jr., Director, Facilities Management Department

Board-Owned Property at 1311 Spring Hill Road, McLean

County Tax Map No. 29-1 ((20)) Parcel C



AMENDMENT TO DEED OF LEASE

THIS AMENDMENT to Deed of Lease is made and entered into this ____ day of ____ 2014, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("Landlord"), and McLEAN YOUTH, INCORPORATED, now known as McLEAN YOUTH ATHLETICS, INC. ("MYA" or "Tenant"); and

WHEREAS on December 13, 2001, MYA entered into a Deed of Lease with the Landlord ("Deed of Lease"), which is attached hereto and incorporated by reference into this Amendment to Deed of Lease; and

WHEREAS paragraph 16 of the Deed of Lease provides that it may be amended or modified by a writing signed by both parties; and

WHEREAS the Landlord and MYA wish to amend the Deed of Lease through this writing to adjust the term of lease to run from the 1st day of July, 2014, to the 30th day of June, 2015, rather than from January 1st to December 31st; and

WHEREAS the Landlord and MYA wish to amend the Deed of Lease through this writing to delete the 60-day notice of non-renewal provision in paragraph 2 of the Deed of Lease, and to provide instead that the Deed of Lease shall continue to automatically renew annually unless notice to the contrary is given by either party on or before May 1st of any given year that the Deed of Lease remains in effect; and

WHEREAS the Landlord and MYA further wish to amend the Deed of Lease through this writing to delete the existing termination provision in paragraph 3 of the Deed of Lease and replace it with a provision that authorizes either party to terminate the Deed of Lease, effective December 31st, by giving written notice of termination on or before November 1st of the same year; and

WHEREAS the Landlord and MYA wish to amend the Deed of Lease through this writing to correct the address in paragraph 1 of the Deed of Lease; and

WHEREAS McLean Youth, Incorporated, by Articles of Amendment admitted to record by the Clerk of the State Corporation Commission on May 21, 2004, changed the name of its corporation from McLean Youth, Incorporated, to McLean Youth Athletics, Inc.; now, therefore,

WITNESSETH:

1. The Landlord and MYA hereby mutually agree that effective July 1, 2014, the term of the Deed of Lease shall no longer run annually from January 1st to December 31st, but shall be amended to begin on the 1st day of July, 2014, and end at midnight on the 30th day of June, 2015, unless sooner terminated pursuant to the termination provision in paragraph 2 below. The 60-day notice of non-renewal provision in paragraph 2 of the Deed of Lease is hereby deleted and replaced with the notice of non-renewal provision that follows in this paragraph. The Deed of Lease shall continue to automatically renew annually unless written notice to the contrary is given by either party on or before May 1st of any given year the lease remains in effect. In the event either party provides timely, written notice of non-renewal, the Deed of Lease shall become null and void at the end of the effective term.

2. The Landlord and MYA further mutually agree that paragraph 3 of the Deed of Lease is hereby deleted and replaced with this paragraph. Either party may terminate the Deed of Lease, within any given year the Deed of Lease is in effect, by giving written notice of termination on or before November 1st. If either party provides

such timely, written notice of termination, the Deed of Lease shall terminate at midnight on December 31st of the same year.

3. The Landlord and MYA further mutually agree that the correct address of the Premises, as defined in paragraph 1 of the Deed of Lease, is 1311 Spring Hill Road, McLean, Virginia.

4. The Landlord and MYA hereby mutually agree that, by virtue of McLean Youth, Incorporated, officially changing its name to McLean Youth Athletics, Inc., the Deed of Lease and this Amendment shall be by and between the Landlord and McLean Youth Athletics, Inc.

5. Except to the extent modified herein, all of the other terms and conditions of the Deed of Lease dated December 13, 2001, shall continue in full force and effect between the Landlord and MYA.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

WITNESS:

**THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA**

By: _____
County Executive

McLEAN YOUTH ATHLETICS, INC.

By: _____

DEED OF LEASE

THIS DEED OF LEASE made this 13th day of December, 2001, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("Landlord"), and the MCLEAN YOUTH INCORPORATED ("MYT" or "Tenant"), each a "Party" and collectively, the "Parties".

WITNESSETH:

1. **PREMISES:** Landlord hereby leases to Tenant a portion of the property identified by Tax Map No. 29-1-0020 Parcel C which is shown on the attached Exhibits A & B (the "Premises"). Landlord represents and warrants that it is the owner of the Premises, located at 1301 Spring Hill Road in McLean, Virginia,

2. **TERM:** This Lease is hereby granted for a term of five years beginning on the 1st day of January, 2002, and ending at midnight on the 31st day of December, 2006, unless sooner terminated pursuant to Paragraph 3. The Landlord and the Tenant agree that this Lease shall be automatically renewed annually unless notice to the contrary is given by either party 60 days prior to the end of the current term, or any annual lease renewal period, and in this event, the Lease shall become null and void at the end of the effective term. If the Lease is automatically renewed then all covenants, conditions, and terms will remain the same except as may otherwise be agreed by the parties pursuant to paragraph 16.

3. **TERMINATION:** This Lease may be terminated at any time, by either party, upon 120 days prior written notice. Provided however, if the Landlord invokes this provision prior to the third anniversary of the start of the term (prior to January 1, 2005), Landlord, during the following fiscal year budget appropriations, shall request the Board of Supervisors refund Tenant the costs of unamortized site improvements undertaken under this lease which are neither removable nor recoupable by Tenant.

4. **CONSIDERATION:** In consideration of the Tenant's use of the subject Premises, Tenant will provide sports-related activities to the community and maintain Premises in a manner satisfactory to the Landlord.

5. **USE:** The Premises are leased to the Tenant for the Tenant's use of the field for games, practices, clinics and other activities consistent with youth sports or community-related activities. The Premises shall not be sublet or assigned without the prior written consent of the Landlord.

The Tenant understands the allocation of these fields will be counted as part of its regularly assigned fields and adjustments will be made to any future Fairfax County field allocations in accordance with the Landlord's Department of Community and Recreation Services field allocation policy.

6. **CARE OF THE PREMISES:** The Premises are leased "as is" and are to be returned to the Landlord at the expiration of this Lease in as good condition as received. Subject to the terms of this Paragraph 6, Tenant shall have the right to make improvements to the Premises and the Landlord reserves the right to require the Tenant, upon the termination of the Lease, to restore the Premises to its condition as of the commencement date of the Lease term at the Tenant's expense, including, but not limited to, the removal of any improvements made by Tenant or Landlord in Tenant's stead pursuant to the terms of this Lease, and the grading and reseeded or resodding of the Premises subject to the provisions of Paragraph 3 of this Lease. The Tenant shall assume all utility expenses directly attributable to the Premises, and will pay all such final utility bills upon the termination of the Lease. The Tenant shall keep the Premises neat and clean and free from nuisances and hazards at all times during the term of the Lease.

The Tenant shall not make any modifications or alterations to the Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld. The Tenant shall submit copies of all plans, specifications, and other documentation describing any proposed modifications or alterations to the Landlord for review and approval. The Tenant is responsible for securing all permits and governmental approvals required in connection with the proposed use of the Premises.

All requests to perform any modifications or alterations to the Premises which will require that the field be taken out of service for an entire season shall be submitted to the Landlord prior to June 1st for the fall season and January 1st for the spring season of any given year that this lease remains in effect.

7. **MAINTENANCE AND REPAIR:** The Tenant shall be responsible for all maintenance (including grass seeding if needed), grass cutting and repairs, including the maintenance and repair of all improvements located on the Premises or placed on the Premises in accordance with this Lease. The Tenant shall notify the Landlord of any period during which the Premises will not be available for use due to maintenance 30 days in advance of the work.

8. **INSURANCE REQUIREMENTS:**

Liability for Damage to Personal Property and Persons: All personal property of the Tenant (including the personal property of its employees, business invitees, subtenants, customers, clients, agents, family members, guests or trespassers, etc), in and on said Premises, shall be and remain at the sole risk of the Tenant, and Landlord shall not be liable to them for any damage to, or loss of, such personal property arising from any act of any other persons. The Landlord and its officials, employees, volunteers, and agents shall not be liable for any personal injury to the Tenant (including their employees,

business invitees, subtenants, customers, clients, agents, family members, guests or trespassers, etc.) from the use, occupancy and condition of the Premises. Provided however, that nothing in this provision shall either take from or add to the rights of any individual, organization or governmental entity under the laws of the Commonwealth of Virginia.

Liability Insurance: During the Lease Term, the Tenant will maintain a policy of commercial general liability insurance insuring the Landlord and Tenant against liability arising out of the ownership, use, occupancy, or maintenance of the Premises. The insurance will be maintained for personal injury and property damage liability, adequate to protect the Landlord against liability for injury or death or any person in connection with the use, operation and condition of the Premises, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) occurrence/aggregate. The limits of the insurance will not limit the liability of the Tenant. If the Tenant fails to maintain the required insurance the Landlord may, but does not have to, maintain the insurance at the Tenant's expense. The policy shall expressly provide that it is not subject to invalidation of the Landlord's interest by reason of any act or omission on the part of the Tenant.

Tenant's Insurance Policies: Insurance carried by the Tenant will be with companies reasonably acceptable to the Landlord. The Tenant will deliver to the Landlord a certificate evidencing the existence and amounts of the insurance within thirty (30) days of the execution of this Lease. No policy shall be cancelable or subject to reduction of coverage or other modification except after sixty (60) days' prior written notice to the Landlord. Tenant shall, at least 60 days prior to the expiration of the policies, furnish the Landlord with renewals or "binders" for the policies, or Landlord may order the required insurance and charge the cost to the Tenants.

The Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by the Tenant. If the Tenant commits, allows or permits any Increased Risk which causes an increase in the cost of insurance policies, then Tenant shall reimburse Landlord for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Landlord agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

The Landlord shall be named as an "additional insured" on the commercial general liability policy and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Landlord may possess."

9. **INDEMNIFICATION:** The Tenant hereby agrees to indemnify and hold harmless the Landlord, its officers, agents and all employees and volunteers, from any and all claims for bodily injuries and personal injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Tenant, including his

agents, servants, employees, volunteers, invitees, guests or trespassers arising from the use, occupancy and condition of the Premises.

10. **RESTORATION:** Upon the termination of this Lease, the Tenant shall vacate the Premises and shall remove all personal property and improvements from the Premises at the Landlord's option. If the Tenant fails to vacate the Premises, and, if required by the Landlord, fails to remove any improvements and restore the Premises to its condition as of the commencement date of the Lease term by the date of the termination of this Lease, the Landlord shall have the immediate right to enter upon and take possession of the Premises, to remove any and all personal property of the Tenant and to restore the Premises to its condition as of the commencement date of the Lease term, and the Tenant shall be liable for all costs and fees reasonably incurred by the Landlord in connection therewith, including but not limited to all costs and attorney's fees incurred to enforce the Tenant's obligations hereunder.

11. **BREACH OF LEASE:** If the Tenant uses the Premises for any other purpose than herein stated, or fails to maintain the Premises in the condition herein specified, or otherwise is in breach of any provision of this Lease, and such act or breach remains uncured more than thirty (30) days (or such longer period as reasonably required) after Tenant's receipt of written notice from Landlord of such act or breach, then such act or breach shall constitute a violation of this Lease, in which case the Landlord hereby reserves the right to terminate this Lease, and is hereby expressly given the right to enter the Premises and remove any and all belongings and property of the Tenant, and thereby repossess the Premises without let or hindrance or any right of damage against Landlord by said Tenant or anyone occupying the Premises, and shall have all rights and remedies provided in paragraph 12 of this Lease.

12. **OTHER REMEDIES:** It is also understood and agreed that in case of violation of this agreement in any way by a Party, the other Party hereby reserves and hereby is expressly given the right to take any other action allowable by law for the enforcement of this agreement.

13. **ACCESS TO PREMISES:** The Tenant hereby grants to the Landlord, its agents, employees, contractors or representatives the right to enter on the Premises at any time provided that such entry does not prevent or impair Tenant from using the Premises for the purposes agreed herein.

14. **PARKING:** Premises has no on-site parking. Landlord is not responsible for obtaining and/or providing on-site or off-site parking for Tenant.

15. **NOTICES:** All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when received by hand delivery or by United States First Class, Registered or Certified Mail, postage prepaid, and addressed to the Landlord as follows:

Fairfax County Government
Facilities Management Division
12000 Government Center Parkway
Suite 424 - Attention: Leasing Manager
Fairfax, Virginia 22035-0011

and to the Tenant as follows:

McLean Youth Incorporated

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

16. **MISCELLANEOUS:** This Lease represents the entire agreement between the parties and supersedes all other prior agreements, oral or written, between the parties relating to the Premises. This Lease can be amended or modified only by writing signed by both parties. If any provision of this Lease is found to be invalid by a court of competent jurisdiction, said provision shall be stricken from this Lease and all remaining terms and provision shall remain in full force and effect. This Lease is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, each of the Parties hereto represents and warrants that it has been duly authorized to enter into this Lease and has caused this instrument to be executed by its duly authorized representative on the date first above written.

WITNESS:

LANDLORD:

THE BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Robert L Morgan
ROBERT L MORGAN
LEASING MANAGER

By Robert A. Stalzer 12-7-01

ROBERT A. STALZER
TENANT: Deputy County Executive

Harvey King
MYI

By Forrest A. Horton
MCLEAN YOUTH INCORPORATED

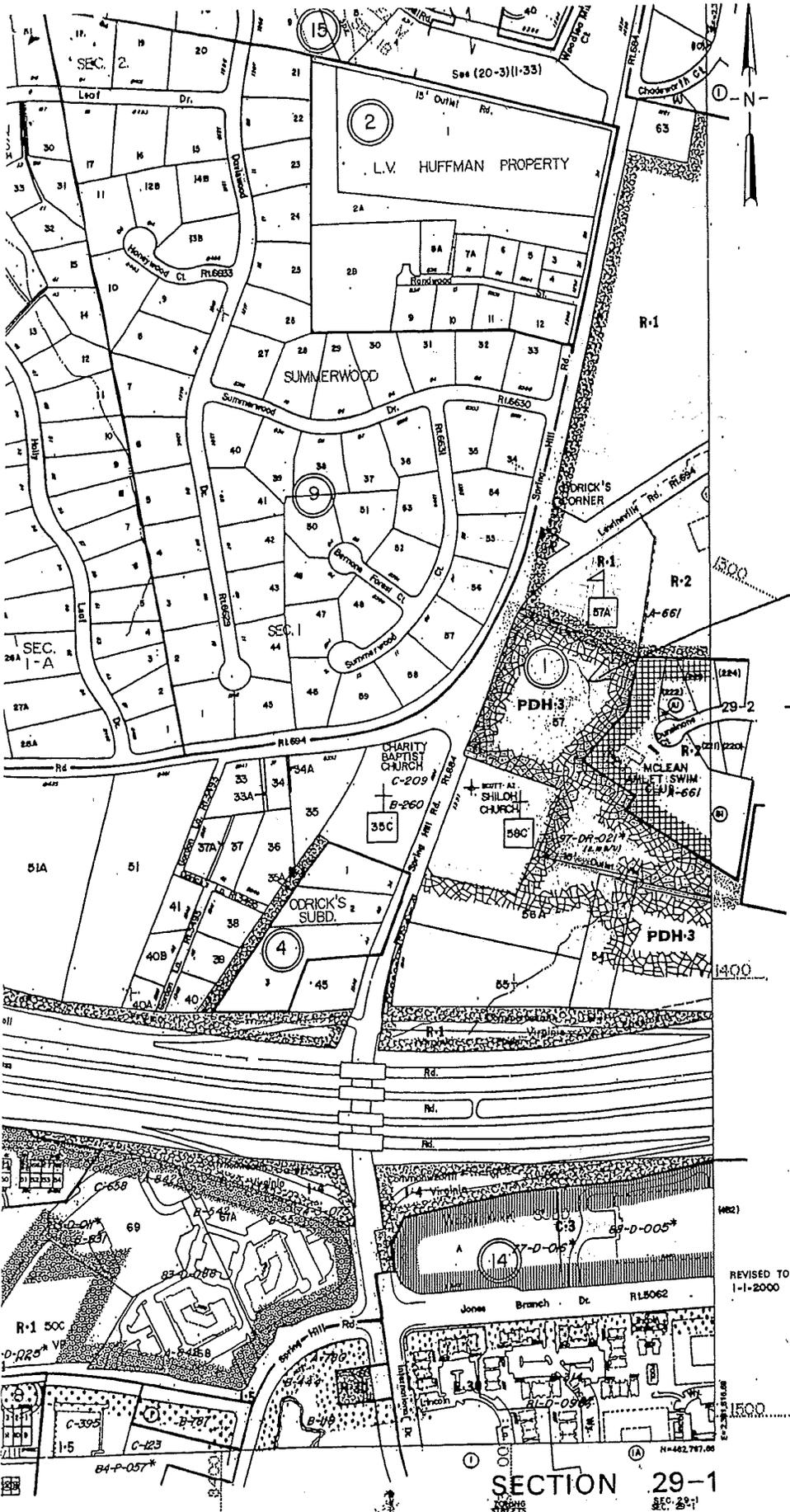


EXHIBIT A

LEASED
PREMISES

Board Agenda Item
January 13, 2015

3:00 p.m.

Public Hearing on RZ 2014-PR-012 (Sekas Homes, LTD) to Permit Residential Development with a Total Density of 2.43 du/ac, and a Waiver #6447-WPFM-004-01 to Permit the Location of Underground Stormwater Management Facilities in a Residential Area, Located on Approximately 4.12 Acres of Land (Providence District)

This property is located on the South East intersection of Courthouse Road and Sutton Road, 2719, 2721, 2723, Sutton Road, and 9637, 9633 Courthouse Road. Tax Map 48-1 ((1)) 65, 67, 68, and 48-1 ((5)) 1 and 4.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, November 19, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-PR-012, subject to the execution of proffers consistent with those dated November 17, 2014;
- Approval of a waiver of the sidewalk requirement along Courthouse Road in favor of the walkway depicted on the GDP;
- Approval of a waiver of the sidewalk requirement along Sutton Road in favor of the walkway depicted on the GDP; and
- Approval of a waiver of the requirement to construct curb and gutter along the Sutton Road frontage in favor of the commitments to escrow funds contained in the proffers.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4469095.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Suzanne Wright, Planner, DPZ

RZ 2014-PR-012 – SEKAS HOMES LTD.

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. de la Fe, please.

Commissioner Lawrence: Thank you, Mr. Chairman. Mr. Chairman, I RECOMMEND THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE RZ 2014-PR-012, SUBJECT TO EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED NOVEMBER 17TH, 2014.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-PR-012, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Lawrence.

Commissioner Lawrence: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A WAIVER OF THE SIDEWALK REQUIREMENT ALONG COURTHOUSE ROAD IN FAVOR OF THE WALKWAY DEPICTED ON THE GDP.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Thirdly, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A WAIVER OF THE SIDEWALK REQUIREMENT ALONG SUTTON ROAD IN FAVOR OF THE WALKWAY DEPICTED ON THE GDP.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: And finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A WAIVER OF THE REQUIREMENT TO CONSTRUCT CURB AND GUTTER ALONG THE SUTTON ROAD FRONTAGE IN FAVOR OF THE COMMITMENTS TO ESCROW FUNDS CONTAINED IN THE PROFFERS.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JN

Board Agenda Item
January 13, 2015

3:30 p.m.

Public Hearing on SE 2014-DR-043 (Mark Dennis McFadden Trustee / Lynne Marian McFadden, Trustee) to Permit an Office and Waivers and Modifications in a CRD, Located on Approximately 9,375 Square Feet of Land Zoned R-3, SC, HC, and CRD (Dranesville District)

This property is located at 1470 Ingleside Avenue, McLean, 22102. Tax Map 30-2 ((7)) (1) 8.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, December 3, 2014, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of SE 2014-DR-043, subject to Development Conditions consistent with those dated November 18, 2014, with Development Condition 12 now deleted;
- Modification of the transitional screening requirements along the western property line in favor of the existing landscaping, as shown on the SE Plat;
- Modification of the barrier requirements to the north and west in favor of the existing barriers, as shown on the SE Plat;
- Modification of the front yard requirements in a CRD to permit setbacks of 25.8 feet and 25.3 feet along Ingleside Avenue and Meadowbrook Avenue, respectively;
- Reduction of the parking requirements in a CRD to permit three parking spaces instead of four; and
- Approval of a waiver of the trail construction requirements along Ingleside Avenue and Meadowbrook Avenue in favor of the dedication of seven feet of right-of-way along Ingleside Avenue.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4470577.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Michael Van Atta, Planner, DPZ

SE 2014-DR-043 – MARK DENNIS MCFADDEN AND LYNNE MARIAN MCFADDEN,
TRUSTEES

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Mr. Ulfelder.

Commissioner Ulfelder: You would think that the neighbors would be ashamed based on that – on your point.

Commissioner Hall: No. I wouldn't think that.

Commissioner Ulfelder: The McFaddens – when they started out with this in 2009, I mean they went – they went above and beyond what the conditions required in terms of the landscaping and beautification of this property – and have created a really wonderful corner lot there, which is actually admired by everybody in McLean. And hopefully, their efforts will be emulated by other in the McLean Community Business Center, but I won't hold my breath. With that being said, I'M GOING TO MOVE, Mr. Chairman, THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-DR-043, SUBJECT TO DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED NOVEMBER 18, 2014.

Commissioners Hall and Litzenberger: Seconded.

Chairman Murphy: Seconded by Ms. Hall and Mr. Litzenberger. Is there a discussion of the motion? All those in favor-

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: I will OFFER AN AMENDMENT THAT DEVELOPMENT CONDITION 12 BE DELETED.

Chairman Murphy: Do you accept that?

Commissioner Ulfelder: Sure.

Chairman Murphy: Okay.

Commissioner Migliaccio: Mr. Chairman, does Mr. Painter need to come up and-

Commissioner Ulfelder: I'm in trouble already. Why not?

Chairman Murphy: Mr. Painter, do you have any problem with that?

Andrew Painter, Applicants Agent, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: No, Mr. Chairman.

Chairman Murphy: Okay. All those in favor of the motion to recommend to the Board of Supervisors-

Commissioner Migliaccio: Did Mr. Painter agree to all the development conditions on the record?

Chairman Murphy: Oh yeah.

Commissioner Ulfelder: No, why don't you – yeah. Well, it would be the amended development conditions, 1 through 11, without Number 12 would be – on behalf of the applicants, would you accept the conditions dated November 18th, plus the amended change to Number 12?

Mr. Painter: On behalf of the applicant, we do.

Commissioner Ulfelder: Yeah, okay.

Chairman Murphy: Okay, all those in favor of the motion to the Board of Supervisors that it approve SE 2014-DR-043, minus Development Condition Number 12, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: Also, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE FOLLOWING WAIVERS AND MODIFICATIONS:

- MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENTS ALONG THE WESTERN PROPERTY LINE IN FAVOR OF THE EXISTING LANDSCAPING, AS SHOWN ON THE SE PLAT;
- MODIFICATION OF THE BARRIER REQUIREMENTS TO THE NORTH AND WEST IN FAVOR OF THE EXISTING BARRIERS, AS SHOWN ON THE SE PLAT;
- MODIFICATION OF THE FRONT YARD REQUIREMENTS IN A CRD TO PERMIT SETBACKS OF 25.8 FEET AND 25.3 FEET ALONG INGLESIDE AVENUE AND MEADOWBROOK AVENUE, RESPECTIVELY;
- REDUCTION OF THE PARKING REQUIREMENTS IN A CRD TO PERMIT THREE PARKING SPACES INSTEAD OF FOUR; AND

- WAIVER OF THE TRAIL CONSTRUCTION REQUIREMENTS ALONG INGLESIDE AVENUE AND MEADOWBROOK AVENUE IN FAVOR OF THE DEDICATION OF SEVEN FEET OF RIGHT-OF-WAY ALONG INGLESIDE AVENUE.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion? All those in favor of those motions, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Thank you, Mr. Painter. Thank you, Mr. Van Atta. Thank you, Ms. Abrahamson.

//

(Each motion carried by a vote of 12-0.)

JLC

Board Agenda Item
January 13, 2015

3:30 p.m.

Public Hearing on SE 2014-LE-027 (Azeb Idris) to Permit a Home Child Care Facility, Located on Approximately 2,475 Square Feet of Land Zoned PDH-4 and NR (Lee District)

This property is located at 6132 Summer Park Lane, Alexandria, 22315. Tax Map 91-3 ((11)) (11) 59.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, December 3, 2014, the Planning Commission voted 12-0 to recommend that the Board of Supervisors approve SE 2014-LE-027, subject to the Development Conditions consistent with those dated December 3, 2014.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4469395.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Michael Van Atta, Planner, DPZ

SE 2014-LE-027 – AZEB IDRIS

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed. Recognize Mr. Migliaccio.

Commissioner Migliaccio: Yes, Ms. Idris, could you please stand up one more time. The development conditions that you were handed – and you've seen by staff – regarding your application – do you agree with the development conditions?

Azeb Idris, Applicant/Title Owner: Yes, I do.

Commissioner Migliaccio: Okay. Thank you.

Ms. Idris: You're welcome.

Commissioner Migliaccio: Thank you. This case is fairly simple, Mr. Chairman. It went through our land use committee in Lee District on Monday night by a vote of 24-0-2. We have some new development conditions now dated December 3rd and they were handed out via email and this evening. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-LE-027, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED DECEMBER 3RD, 2014.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-LE-027, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: Thank you, Mr. Chairman.

//

(The motion carried by a vote of 12-0.)

JLC

Board Agenda Item
January 13, 2015

3:30 p.m.

Public Hearing on SE 2014-SP-047 (Subhadra Parajuli) to Permit a Home Child Care Facility,
Located on Approximately 1,500 Square Feet of Land zoned PDC and WS (Springfield District)

This property is located at 13133 Quail Creek Lane, Fairfax, 22033. Tax Map 55-1 ((16)) (5)
46.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, January 7, 2015, the Planning Commission voted 12-0 to recommend that the Board of Supervisors approve SE 2014-SP-047, subject to the Development Conditions dated December 23, 2014.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4473320.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Carmen Bishop, Planner, DPZ

SE 2014-SP-047 – SUBHADRA PARAJULI

After Close of the Public Hearing

Vice Chairman de la Fe: I will close the public hearing.

Commissioner Murphy: Mr. Chairman – could you please come forward again? Yes. Before I make the motion, I have to ask you if you – for the record – agree to the proposed development conditions dated 23 December, 2014. And do you understand those conditions?

Subhadra Parajuli, Applicant/Title Owner: Yes sir.

Commissioner Murphy: Okay. Thank you very much. Mr. Chairman, this is an application for an increase in – to 12 children at a daycare center. It has received an affirmative staff report. There are no outstanding issues. So therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2014-SP-047, SUBJECT TO THE CONDITIONS DATED DECEMBER 23RD, 2014.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart. Any comments from the Commission? 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.

Chairman Murphy: Thank you very much.

//

(The motion carried by a vote of 12-0.)

JLC

Board Agenda Item
January 13, 2015

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance Expanding the West Falls Church Residential Permit Parking District, District 2 (Dranesville District)

ISSUE:

Public Hearing on a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the West Falls Church Residential Permit Parking District (RPPD), District 2.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the West Falls Church RPPD, District 2.

TIMING:

On December 2, 2014, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to take place on January 13, 2015, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or within 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition 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 face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per 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.

Board Agenda Item
January 13, 2015

Staff has verified that Grayson Place from Berkeley Street south to the end is within 1,000 feet of the property boundary of West Falls Church Metrorail Station, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated at \$925 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 Expansion

STAFF:

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

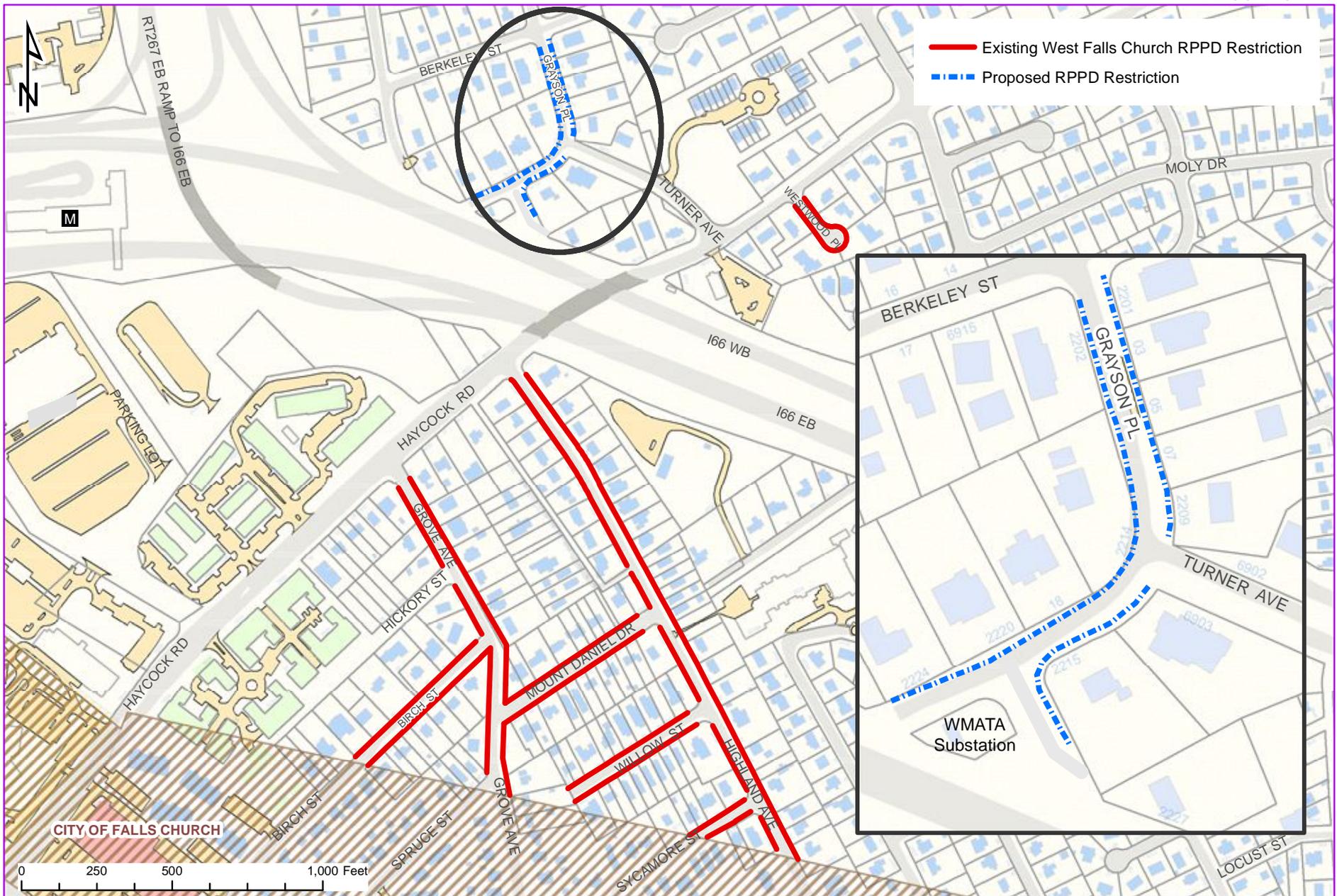
Charisse Padilla, Transportation Planner, FCDOT

Proposed Amendment

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

Grayson Place:

From Berkeley Street south to the end, excluding areas abutting Washington Metropolitan Area Transit Authority (WMATA) substation property.



Fairfax County Department of Transportation
 Traffic Operations Section
 Proposed West Falls Church RPPD Expansion
 Dranesville District



Board Agenda Item
January 13, 2015

4:00 p.m.

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

ISSUE:

Public Hearing on 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 adopt an amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the Dunn Loring RPPD, District 3.

TIMING:

On December 2, 2014, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to take place on January 13, 2015, 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.

Board Agenda Item
January 13, 2015

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 \$450 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 Expansion

STAFF:

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

Proposed Amendment

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

Cottage Street:

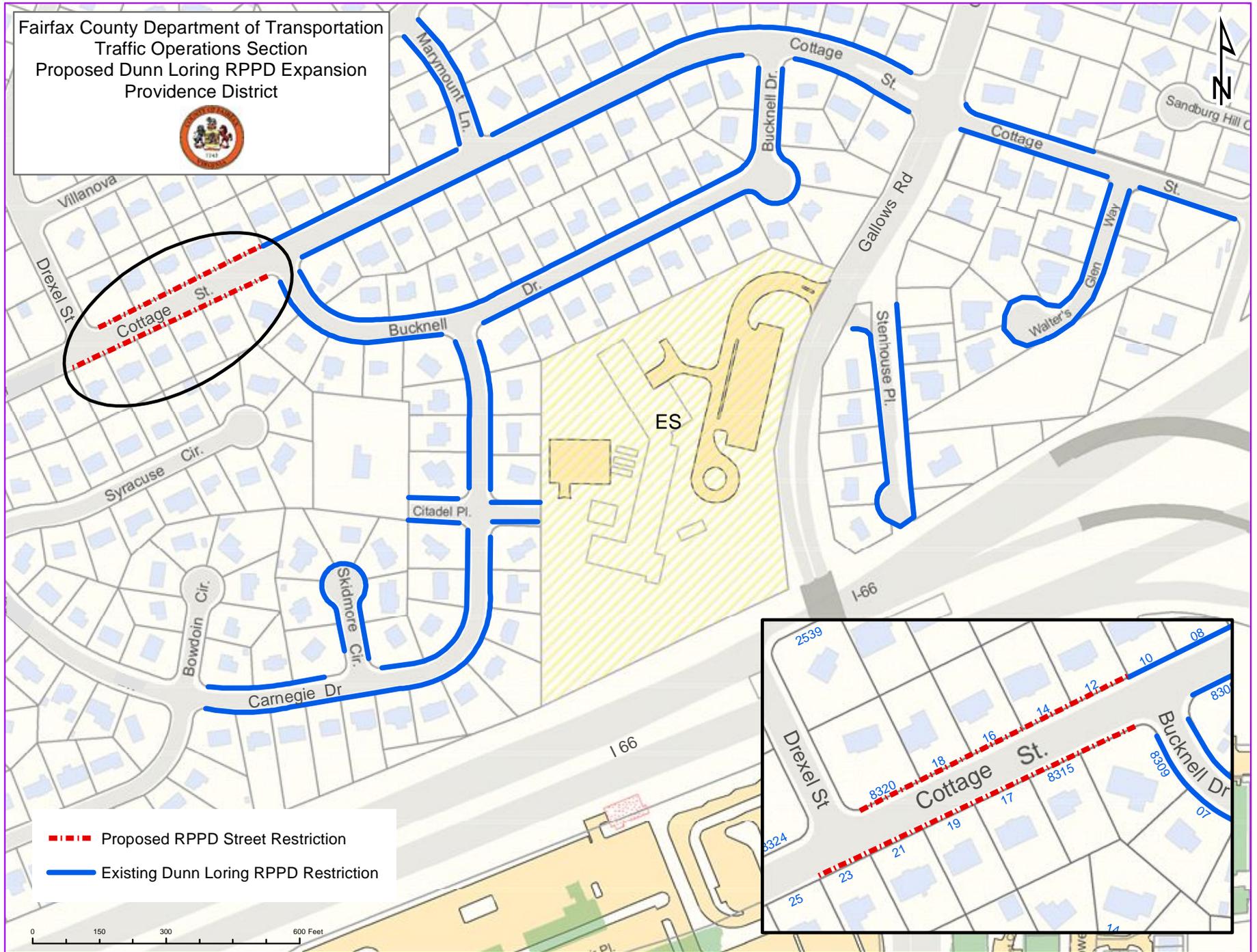
~~From Bucknell Drive to Marymount Lane.~~

~~From Marymount Lane to Bucknell Drive (eastern intersection).~~

~~From Bucknell Drive (eastern intersection) to Gallows Road.~~

From Gallows Road to Drexel Street.

Fairfax County Department of Transportation
Traffic Operations Section
Proposed Dunn Loring RPPD Expansion
Providence District



Board Agenda Item
January 13, 2015

4:00 p.m.

Public Hearing to Consider Parking Restrictions on Daly Drive (Sully District)

ISSUE:

Public Hearing on a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Daly Drive in the Sully District.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 from parking on Daly Drive from Brookfield Corporate Drive to Willard Road from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as “No Parking” by the Virginia Department of Transportation (VDOT).

TIMING:

The public hearing was authorized on December 2, 2014, for January 13, 2015, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The property owners of various parcels of land along Daly Drive contacted the Sully District office requesting a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along the entire length of the roadway from 9:00 p.m. to 6:00 a.m. The property along Daly Drive is zoned industrial.

Staff has reviewed this location on several occasions over a number of weeks and verified that long term parking of out-of-area large commercial vehicles, recreational vehicles and trailers is occurring.

Board Agenda Item
January 13, 2015

FISCAL IMPACT:

The cost of sign installation is estimated at \$800 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed amendment to Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

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

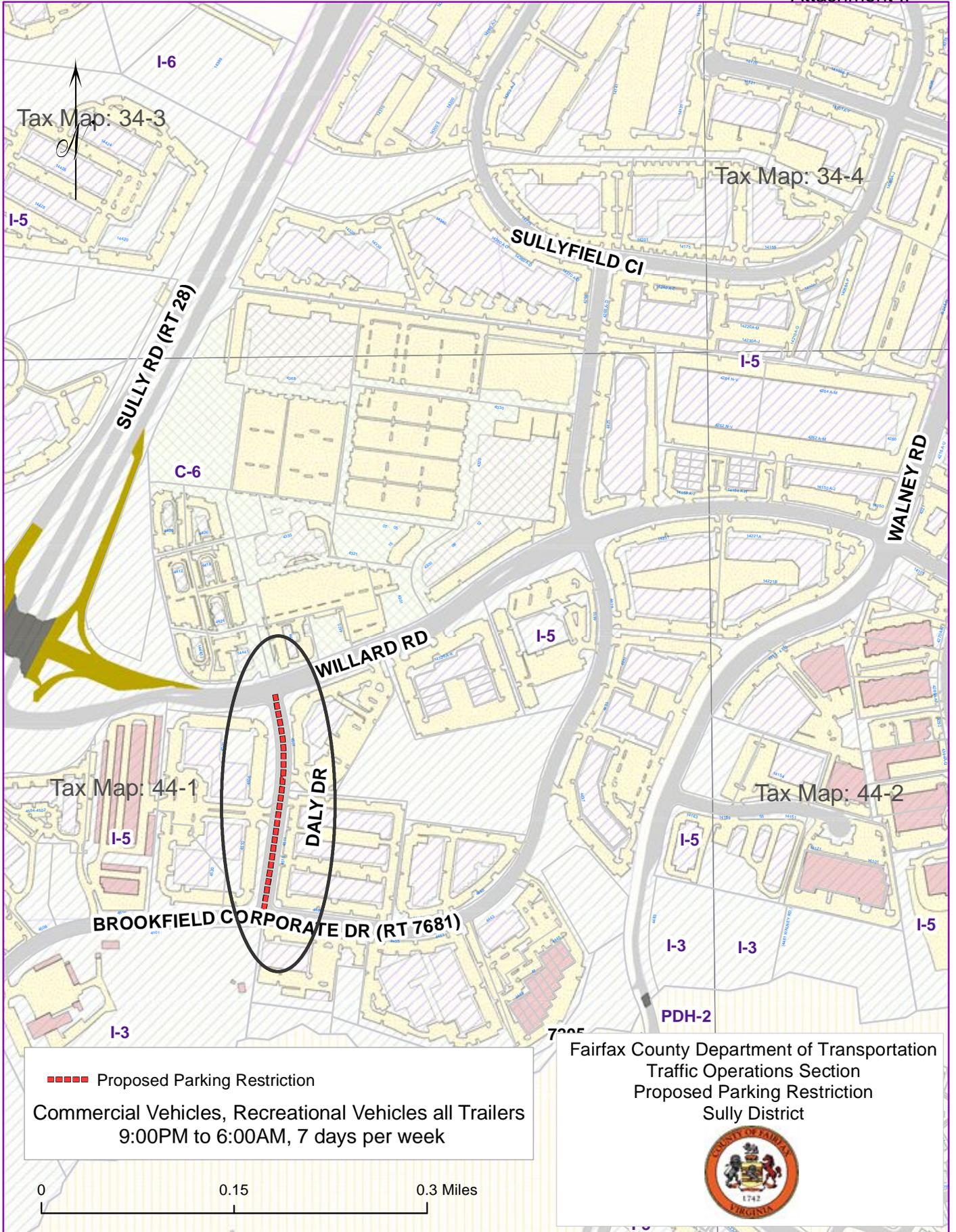
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Daly Drive (Route 7682).

Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Daly Drive from Brookfield Corporate Drive to Willard Road from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as "No Parking" by the Virginia Department of Transportation (VDOT).



Proposed Parking Restriction

Commercial Vehicles, Recreational Vehicles all Trailers
9:00PM to 6:00AM, 7 days per week

Fairfax County Department of Transportation
Traffic Operations Section
Proposed Parking Restriction
Sully District



Board Agenda Item
January 13, 2015

4:00 p.m.

Public Hearing to Convey Board-Owned Property Located Near the Intersection of
Floyd Avenue and Bath Street (Lee District)

ISSUE:

Public hearing to convey Board-owned property near the intersection of Floyd Avenue and Bath Street.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution to convey Board-owned property near the intersection of Floyd Avenue and Bath Street.

TIMING:

On November 18, 2014, the Board authorized the advertisement of a public hearing to convey Board-owned property near the intersection of Floyd Avenue and Bath Street.

BACKGROUND:

The Board of Supervisors owns a 2,309 square foot walkway that permits pedestrian passage between Floyd Avenue and Crestwood Elementary School in Springfield. The pathway is surrounded by single-family residences on either side and the elementary school abuts in the back. For security reasons, Fairfax County Public Schools (FCPS) blocked ingress and egress through this walkway to the school by installing an 8-foot-tall chain link fence around the perimeter of the school. The walkway has fallen into disuse, but the Department of Public Works and Environment Services continues to be responsible for maintenance of the area.

The purchaser (Purchaser) is the owner of 7318 Floyd Avenue, the property abutting the walkway to the east, and has agreed to purchase the walkway to add to their existing yard. The fair market value of the nonbuildable land is \$0.97 per square foot, or \$2,240. The property will be conveyed in its "as is" state to Purchaser via quitclaim deed. FCPS does not object to the County's proposed disposition of the walkway.

Because the parcel is no longer needed for walkway purposes, and since the small size of the parcel and its isolation from other public land make it unsuitable for any other public use, the County will serve the greater public benefit by conveying the parcel to Purchaser. Upon transfer, the parcel shall be assigned the Tax Map No. 80-3 ((2)) (32) Parcel A.

FISCAL IMPACT:

The proceeds from the sale will be deposited in the general fund.

Board Agenda Item
January 13, 2015

ENCLOSED DOCUMENTS:

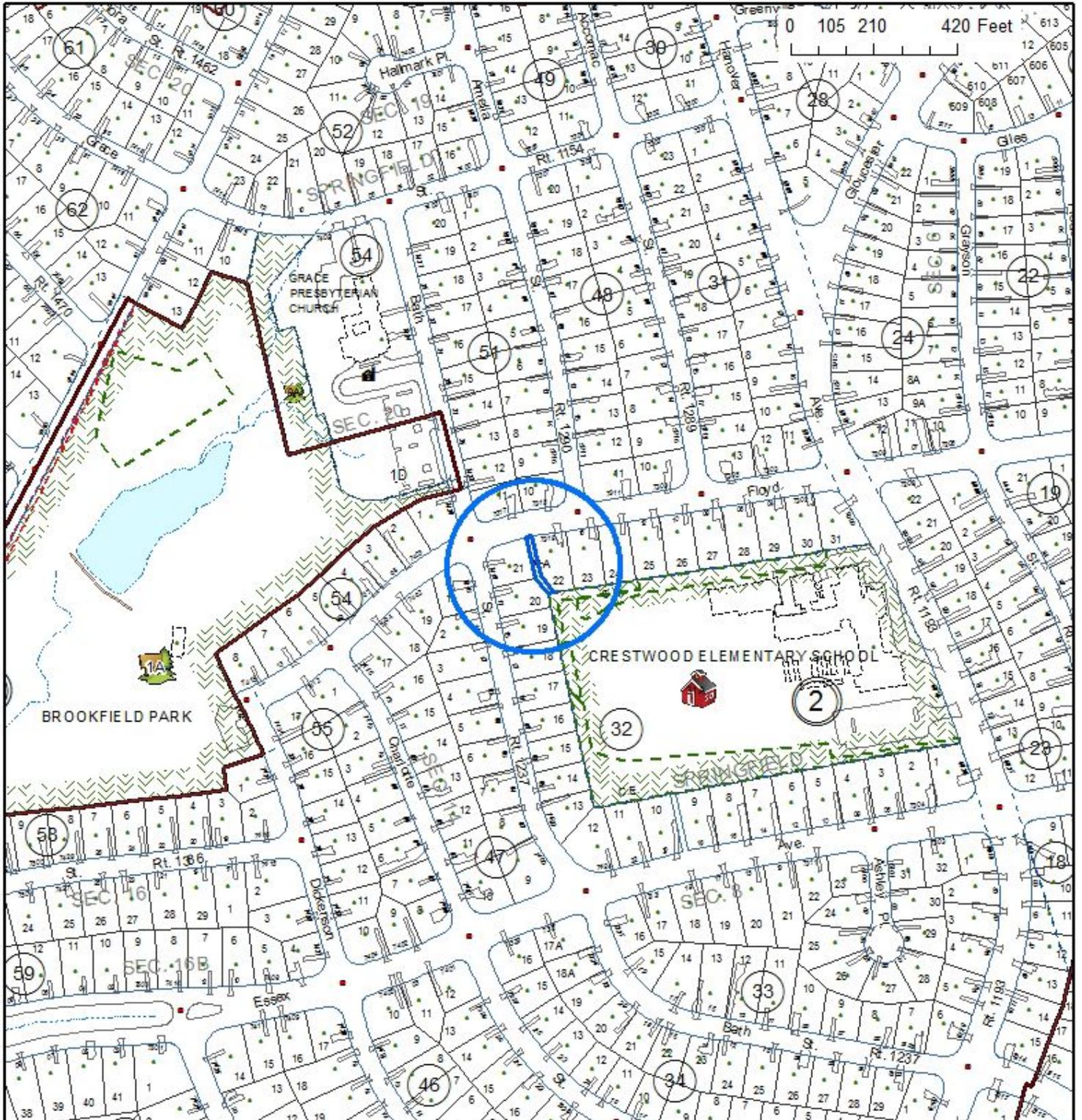
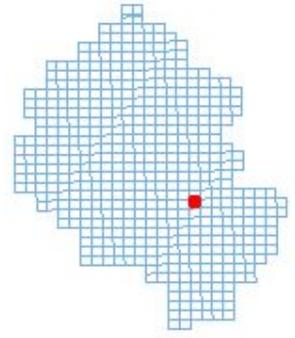
Attachment 1 - Location Map 80-3
Attachment 2 - Resolution

STAFF:

David J. Molchany, Deputy County Executive
James A. Patteson, Director, Public Works and Environmental Services
José A. Comayagua, Jr., Director, Facilities Management Department

County-Owned Property off Floyd Avenue, Lee District

County Tax Map No.
80-3 ((2)) (32) Future Parcel A



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, January 13, 2015, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Board of Supervisors owns 2,309 square feet of land near the intersection of Floyd Avenue and Bath Street, to be identified as Tax Map Parcel 80-3 ((2)) (32) A, in Lee District,

WHEREAS, the County-owned property is no longer used as a walkway to Crestwood Elementary School, and the County has no current or planned use for this parcel,

WHEREAS, the owner of the residence at 7318 Floyd Avenue (Purchaser), the property abutting the County-owned walkway to the east, seeks to acquire this land in fee simple for fair market value consideration,

WHEREAS, the Board of Supervisors finds that it would be in the best interest of the residents of Fairfax County to convey in consideration of fair market value the real property as described above to Purchaser.

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that, in consideration of the fair market value of the parcel, the County Executive is hereby authorized to execute all necessary documents to convey the real property described above to Purchaser.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
January 13, 2015

4:00 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Improvements at the Intersection of Old Dominion Drive / Bellview Road Phase II (Dranesville District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-028-014 (RSPI01-01500), Old Dominion Drive / Bellview Road Phase II Intersection Improvements, Fund 400-C40011, County & Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On December 2, 2014, the Board authorized advertisement of a public hearing to be held on January 13, 2015, at 4:00 p.m.

BACKGROUND:

This project consists of the grading back of embankments, removing vegetation, utility relocation, and the installation of storm drainage infrastructure to improve sight distances and traffic operations at the intersection of Old Dominion Drive and Bellview Road.

Land rights for these improvements are required on four properties, one of which has been acquired by the Land Acquisition Division. The construction of the project requires the acquisition of a Virginia Electric and Power Company Easement, a storm drainage easement, sight distance easement, and grading agreement and temporary construction easements.

Negotiations are in progress with the owners of the remaining three properties; however, resolution of these acquisitions is not imminent. In order to commence construction of this project on schedule, it may become necessary for the Board to utilize quick-take eminent domain powers. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (2012).

Board Agenda Item
January 13, 2015

Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:

Funding is currently available in Project 2G40-028-014 (RSPI01-01500), Old Dominion Drive / Bellview Road Phase II Intersection Improvements, Fund 400-C40011, County & Regional Transportation Projects. No additional funds are required at this time for land acquisition.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

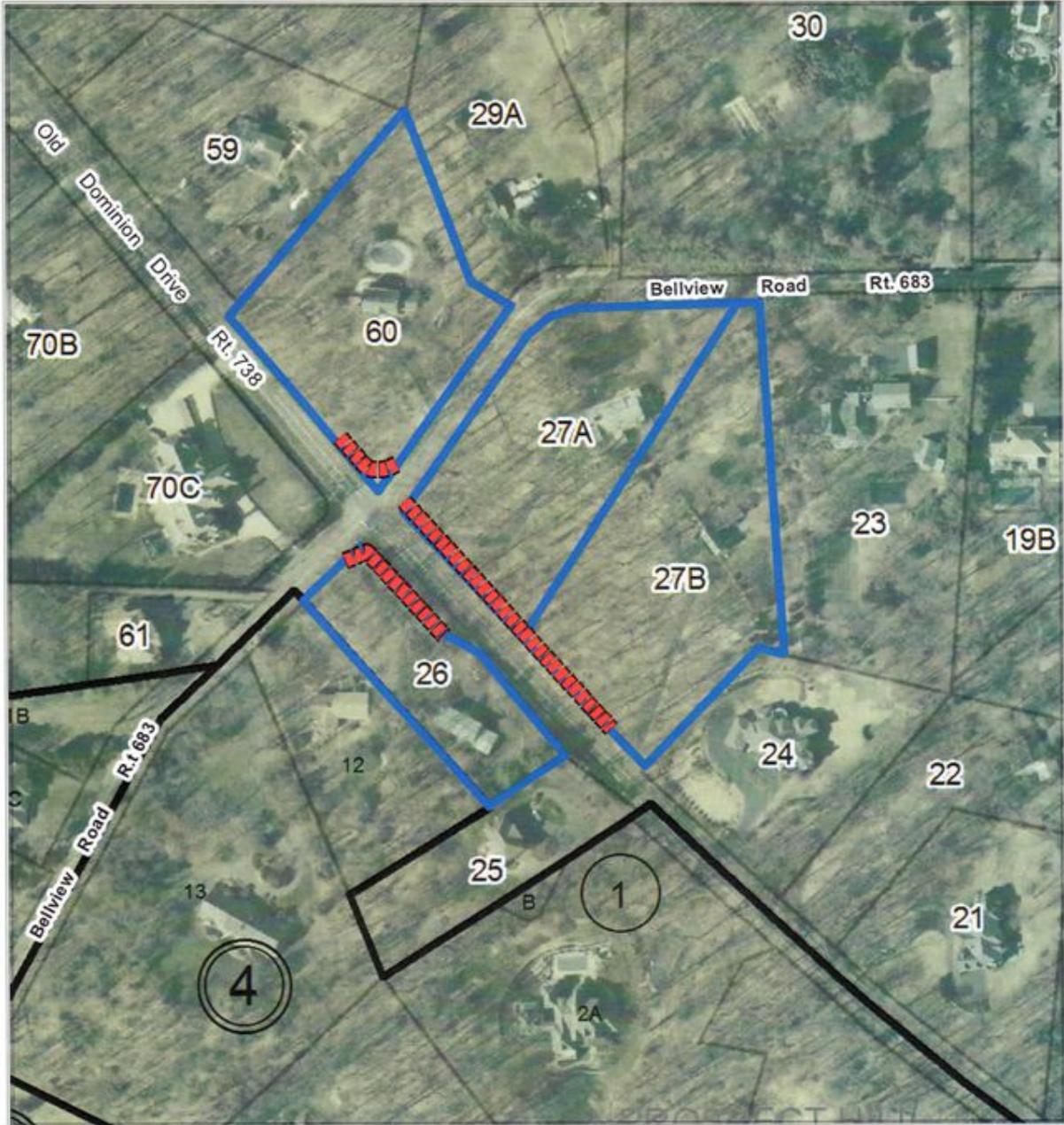
Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 3B).

STAFF:

James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)

Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

ATTACHMENT A



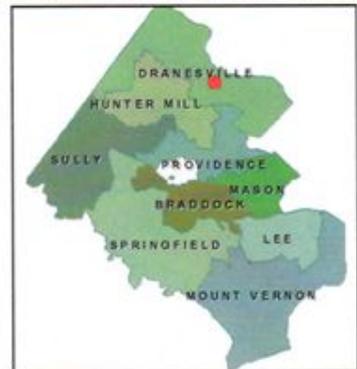
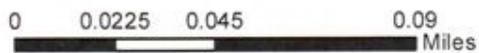
OLD DOMINION DRIVE/BELLVIEW ROAD PHASE II INTERSECTION IMPROVEMENTS

Tax Map: 20-1

Project 2G40-028-014
Dranesville District

Affected Properties: 

Proposed Improvements: 



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, January 13, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project 2G40-028-014 (RSPI01-01500), Old Dominion Drive / Bellview Road Phase II Intersection Improvements had been approved; and

WHEREAS, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

WHEREAS, the property interests that are necessary have been identified; and

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than January 23, 2015.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 3B by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of the grading back of embankments, removing vegetation, utility relocation, and the installation of storm drainage infrastructure to improve sight distances and traffic operations as shown and described in the plans of Project 2G40-028-014 (RSPI01-01500), Old Dominion Drive / Bellview Road Phase II Intersection Improvements on file in the Land Acquisition

Division of the Department of Public Works and Environmental Services, 12000

Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or subsequent to January 13, 2015, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

RESOLVED, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

LISTING OF AFFECTED PROPERTIES
Project 2G40-028-014 (RSPI01-01500) – Old Dominion Drive / Bellview Road Phase II
(Dranesville District)

<u>PROPERTY OWNER(S)</u>	<u>TAX MAP NUMBER</u>
1. Robert O. Kramer Monique L. Kramer Address: 8518 Old Dominion Drive McLean, VA 22102	020-1-01-0027A
2. Craig L. Fuller Karen D. Fuller Address: 8516 Old Dominion Drive McLean, VA 22102	020-1-01-0027B
3. Bellview, LLC Address: 978 Bellview Road McLean, VA 22102	020-1-01-0060

A Copy – Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

ATTACHMENT 1

1. AFFECTED PROPERTY

Tax Map Number: 020-1-01-0027A
Street Address: 8518 Old Dominion Drive
McLean, VA 22102

2. OWNER(S): Robert O. Kramer
Monique L. Kramer

3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 5,522 sq. ft.

4. VALUE

Estimated value of interests and damages:

TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$20,500.00)

ATTACHMENT 2

1. AFFECTED PROPERTY

Tax Map Number: 020-1-01-0027B
Street Address: 8516 Old Dominion Drive
McLean, VA 22102

2. OWNER(S): Craig L. Fuller
Karen D. Fuller

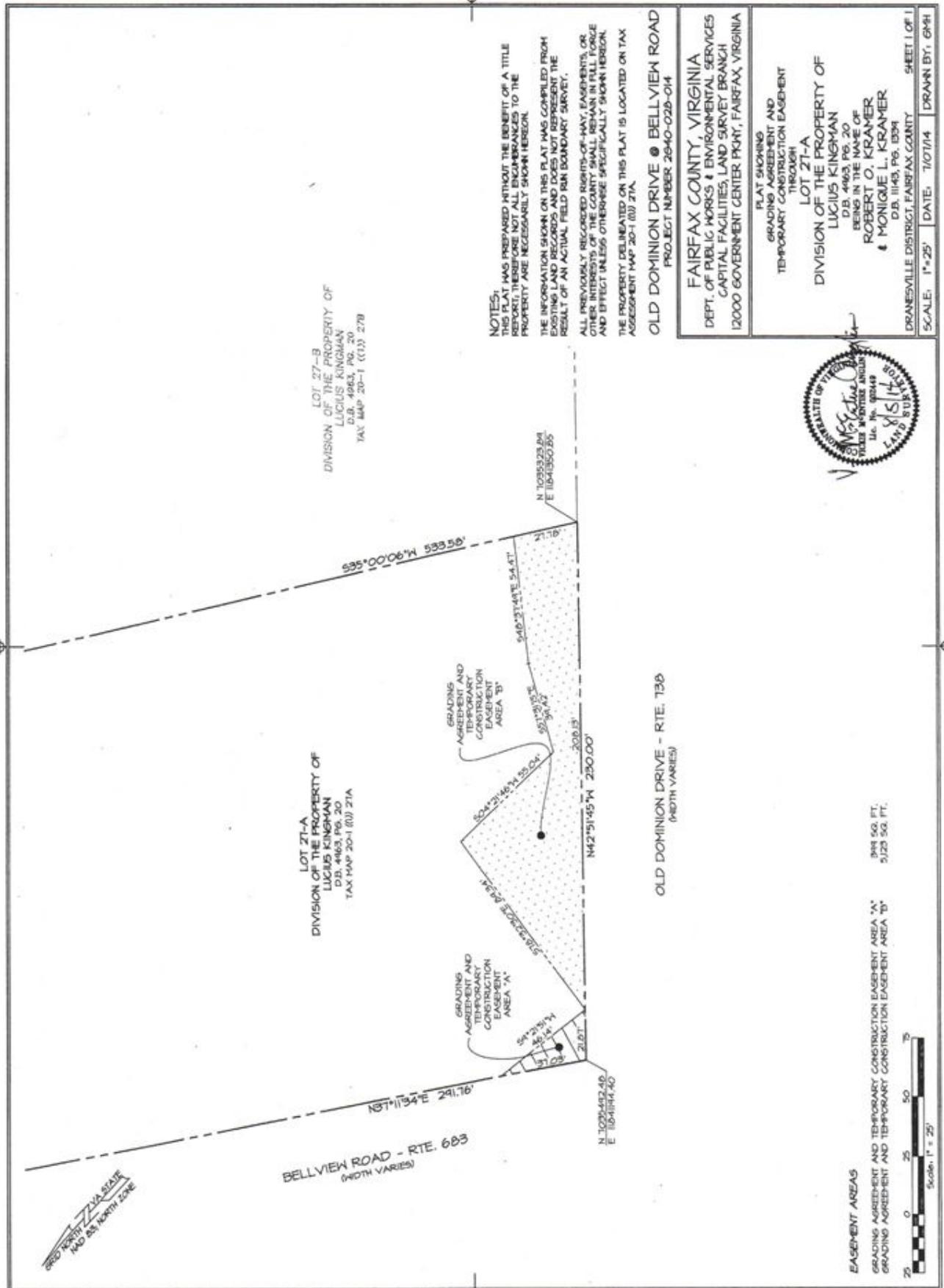
3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 6,248 sq. ft.

4. VALUE

Estimated value of interests and damages:

TWENTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$26,300.00)



1. AFFECTED PROPERTY

Tax Map Number: 020-1-01-0060
Street Address: 978 Bellview Road
McLean, VA 22102

2. OWNER(S): Bellview, LLC

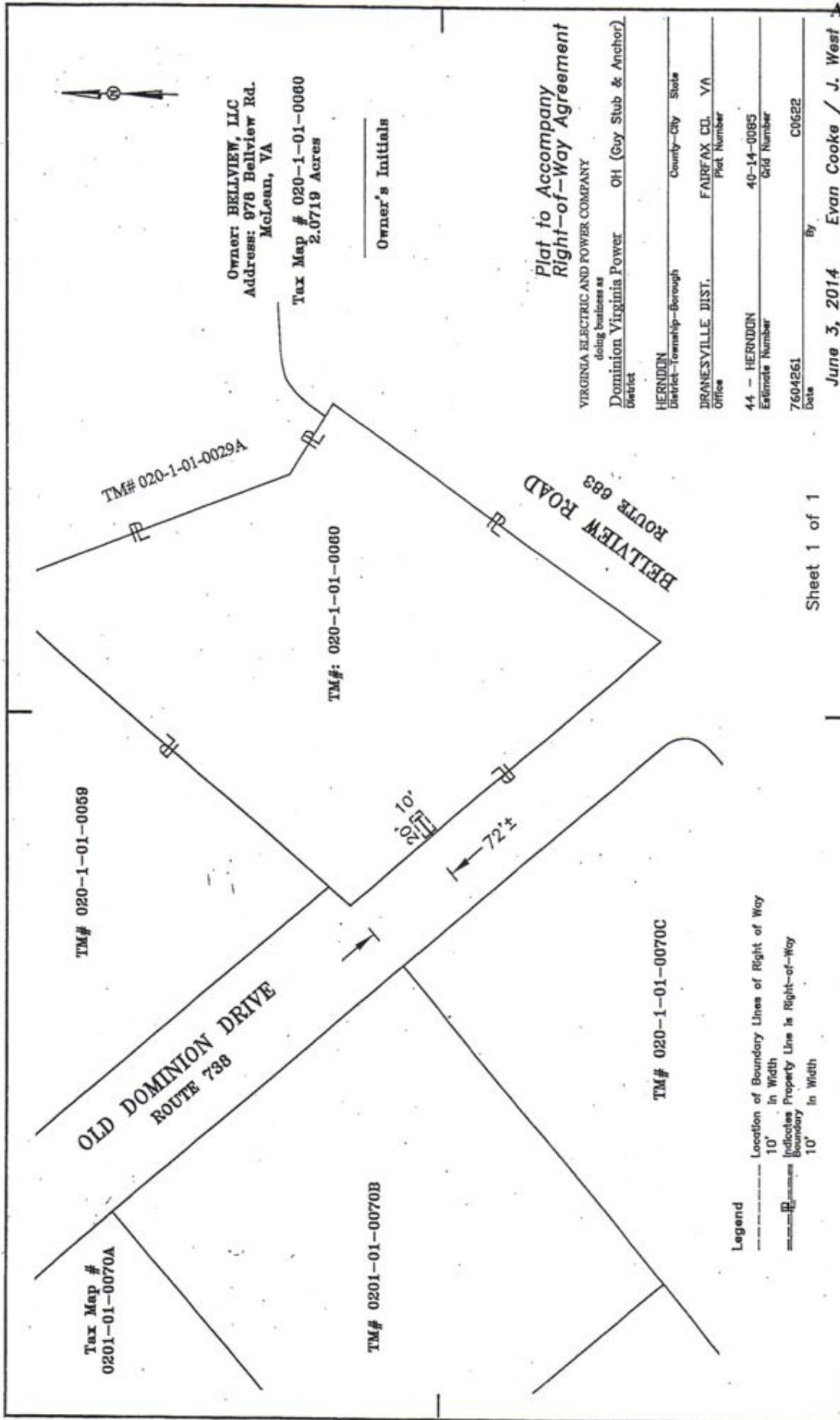
3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Storm Drainage Easement - 1,289 sq. ft.
Grading Agreement and Temporary Construction Easement – 1,611 sq. ft.
Sight Distance Easement – 133 sq. ft.
Virginia Electric and Power Company Easement – 200 sq. ft.

4. VALUE

Estimated value of interests and damages:

TWENTY-FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$25,980.00)



Board Agenda Item
January 13, 2015

4:30 p.m.

Public Hearing on SE 2014-LE-030 (Susana Maria Trupo – Island Creek Day Care) to Permit a Home Child Care Facility, Located on Approximately 1,760 Square Feet of Land Zoned PDH-4 and NR (Lee District)

This property is located at 7753 Effingham Square, Alexandria, 22315. Tax Map 90-4 ((11)) (1) 138.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, December 11, 2014, the Planning Commission voted 12-0 to recommend that the Board of Supervisors approve SE 2014-LE-030, subject to Development Conditions consistent with those dated December 3, 2014.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdf/4469396.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Michael Van Atta, Planner, DPZ

SE 2014-LE-030 – SUSANA MARIA TRUPO, ISLAND CREEK DAY CARE

Decision Only during Commission Matters
(Public Hearing held on 12/3/14)

Commissioner Migliaccio: I have one decision only this evening. Ms. Trupo, can you please come down to the microphone? We had a public hearing on December 3rd and we had development conditions on December 3rd. Did you have a chance to read and understand and agree to the development conditions as stated in the staff report?

Susana Trupo, Owner, Island Creek Day Care: Yes.

Commissioner Migliaccio: Thank you and, Mr. Chairman, does she need to state her name or anything?

Chairman Murphy: Yes, please identify yourself for the record with your name and address.

Ms. Trupo: Susana Maria Trupo, 7753 Effingham Square, Alexandria, Virginia, 22315.

Chairman Murphy: Thank you very much.

Commissioner Migliaccio: Okay, thank you.

Chairman Murphy: Thank you.

Commissioner Migliaccio: Thank you, Mr. Chairman. As I mentioned, we had a public hearing for a home daycare, Island Creek, on December 3rd. I just wanted to give a little time to make certain the sign was up enough for the citizens and the neighbors to see it. It has been; therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-LE-030, SUBJECT TO DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED DECEMBER 3RD, 2014.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-LE-030, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 12-0.)

JN

Board Agenda Item
January 13, 2015

4:30 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Westmoreland Street @ Old Chesterbrook Road Phase II Improvements (Dranesville District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Project ST-000003-044 (PPTF01-04400B), Westmoreland Street @ Old Chesterbrook Road Phase II Improvements, Fund 400-C40011, County & Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On December 2, 2014, the Board authorized advertisement of a public hearing to be held on January 13, 2015, at 4:30 p.m.

BACKGROUND:

The County is planning to realign the intersection of Westmoreland Street and Old Chesterbrook Road and extend the sidewalk along Westmoreland Street to Dillon Avenue. The project includes asphalt pavement, curb and gutter, five-foot wide sidewalk, and upgraded storm drainage system, including a culvert extension.

Land rights for these improvements are required on four properties. The construction of the project requires the acquisition of dedications for public street purposes, and grading agreement and temporary construction easements.

Negotiations are in progress with the owners of these properties; however, because resolution of these acquisitions is not imminent, it may become necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (2012). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

Board Agenda Item
January 13, 2015

FISCAL IMPACT:

Funding is currently available in Project ST-000003-044 (PPTF01-04400B), Westmoreland Street @ Old Chesterbrook Road Phase II Improvements, Fund 400-C40011, County & Regional Transportation Projects. No additional funds are required at this time for land acquisition.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 4A).

STAFF:

James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)

Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities



WESTMORELAND STREET AT OLD CHESTERBROOK ROAD-PHASE II IMPROVEMENTS

Tax Map: 30-4

Project ST-000003-044
Dranesville District

Affected Properties: 

Proposed Improvements: 



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, January 13, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project ST-000003-044 (PPTF01-04400B), Westmoreland Street @ Old Chesterbrook Road Phase II Improvements had been approved; and

WHEREAS, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

WHEREAS, the property interests that are necessary have been identified; and

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than January 30, 2015.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 4A by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of constructing new roadway, sidewalk improvements and to provide adequate storm drainage as shown and described in the plans of Project ST-000003-044 (PPTF01-04400B), Westmoreland

Street @ Old Chesterbrook Road Phase II Improvements on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or subsequent to January 13, 2015, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

RESOLVED, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

LISTING OF AFFECTED PROPERTIES
 Project ST-000003-044 (PPTF01-04400B) – Westmoreland Street @ Old Chesterbrook
 Road Phase II Improvements
 (Dranesville District)

<u>PROPERTY OWNER(S)</u>	<u>TAX MAP NUMBER</u>
1. Ja Kyoung Jun Address: 1567 Westmoreland Street McLean, Virginia 22101	030-4-17-0059
2. Margery Kendall Law Clint Dale Law Address: 1571 Westmoreland Street McLean, Virginia 22101	030-4-17-0060
3. Joseph T. Yap, Trustee Mary A. Yap, Trustee Address: 1573 Westmoreland Street McLean, Virginia 22101	030-4-17-0061
4. Lawrence C. O'Connor Tina M. O'Connor Address: 6826 Old Chesterbrook Road McLean, Virginia 22101	030-4-17-0062

A Copy – Teste:

Catherine A. Chianese
 Clerk to the Board of Supervisors

ATTACHMENT 1

1. AFFECTED PROPERTY

Tax Map Number: 030-4-17-0059
Street Address: 1567 Westmoreland Street, McLean, Virginia 22101

2. OWNER(S): Ja Kyoung Jun

3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication - 514 sq. ft.
Grading Agreement and Temporary Construction Easement – 931 sq. ft.

4. VALUE

Estimated value of interests and damages:

THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$33,500.00)

ATTACHMENT 2

1. AFFECTED PROPERTY

Tax Map Number: 030-4-17-0060
Street Address: 1571 Westmoreland Street, McLean, Virginia 22101

2. OWNER(S): Margery Kendall Law
Clint Dale Law

3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication - 403 sq. ft.
Grading Agreement and Temporary Construction Easement – 1158 sq. ft.

4. VALUE

Estimated value of interests and damages:

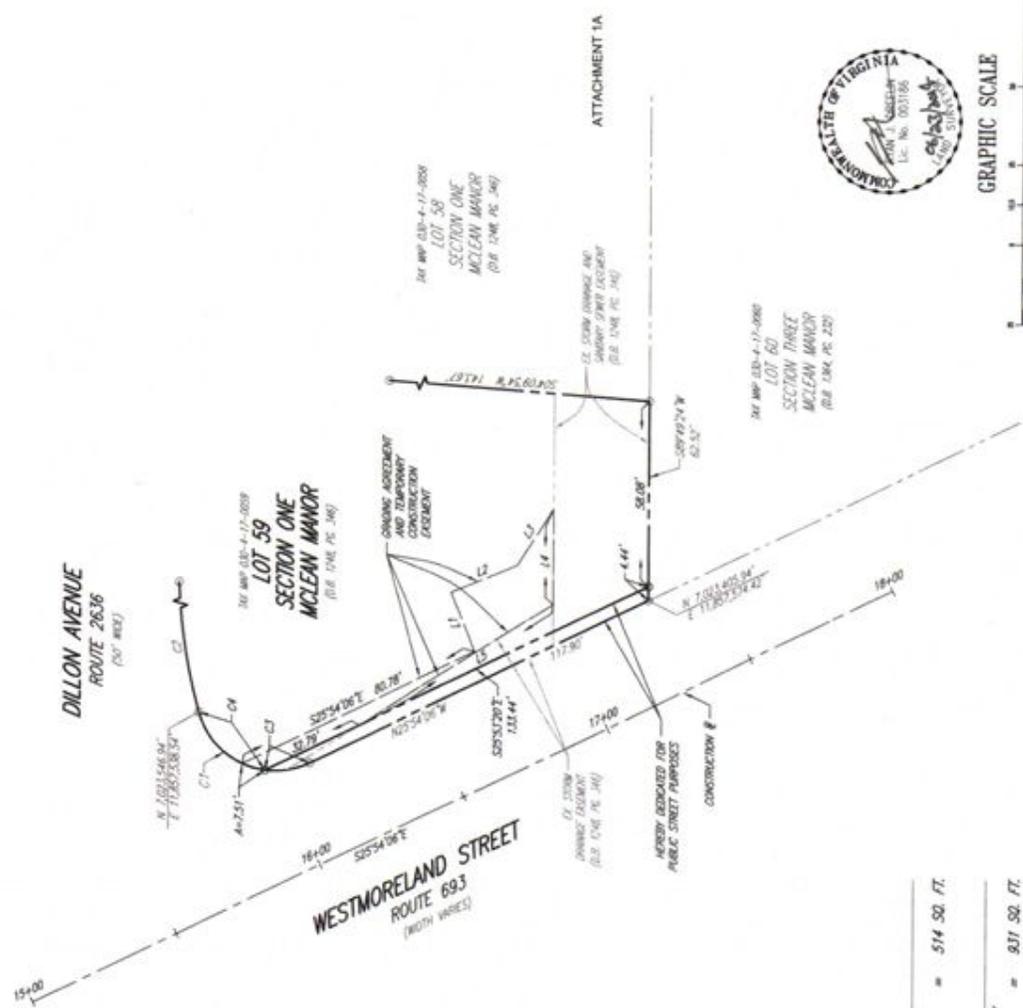
THIRTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$33,100.00)

LINE TABLE

LINE	BEARINGS	DISTANCE
L1	N68°14'39"E	20.12'
L2	S27°47'38"E	27.40'
L3	S89°05'55"E	21.19'
L4	S89°49'24"W	30.39'
L5	N27°04'11"W	71.48'

CURVE TABLE

CURVE	BEARINGS	CHORD	CHORD BEARINGS	ARC LENGTH
C1	N 120°15'48.94"	113.8753834'	127.14°	89°58'50"
C2	N 70°04'40.54"	113.8753834'	127.14°	89°58'50"
C3	N 25°00'00"	14.89'	7°13'11"	18°58'58"
C4	S 51.00'	29.27'	16.31'	77.58'



NOTES:
 ALL PREVIOUSLY RECORDED RIGHT-OF-WAYS, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
 THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE, ALL ENCUMBRANCES TO THE PROPERTY ARE NOT NECESSARILY SHOWN HEREON.
 THE INFORMATION SHOWN ON THIS PLAN WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY.
 THE PROPERTY DEPICTED ON THIS PLAN IS LOCATED ON THE ASSASSMENT MAP AS 30-4-(112), LOT 58.

**WESTMORELAND @
 OLD CHESTERBROOK PHASE II
 PROJECT NUMBER ST-00003-044 (P91701-044008)
 FAIRFAX COUNTY, VIRGINIA
 DEPARTMENT OF PUBLIC WORKS
 & ENVIRONMENTAL SERVICES
 CAPITAL FACILITIES
 1000 GOVERNMENT CENTER PARKWAY
 FAIRFAX, VIRGINIA**

PLAN SHOWING
**DEDICATION FOR PUBLIC STREET PURPOSES
 AND
 GRADING AGREEMENT AND
 TEMPORARY CONSTRUCTION EASEMENT
 ON
 LOT 59
 SECTION ONE
 MCLEAN MANOR**
 PROPERTY BEING IN THE NAME OF
JA KYOUNG JUN
 D.B. 1246, P.C. 348
 D.B. 2438, P.C. 406
 ANNANDALE DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SHEET 1 OF 1



NOT TO SCALE

AREA TABULATION

DEDICATION FOR PUBLIC STREET PURPOSES	= 514 SQ. FT.
EASEMENT AREA	
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	= 931 SQ. FT.

ATTACHMENT 3

1. AFFECTED PROPERTY

Tax Map Number: 030-4-17-0061
Street Address: 1573 Westmoreland Street, McLean, Virginia 22101

2. OWNER(S): Joseph T. Yap, Trustee
Mary A. Yap, Trustee

3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication - 181 sq. ft.
Grading Agreement and Temporary Construction Easement – 348 sq. ft.

4. VALUE

Estimated value of interests and damages:

TEN THOUSAND THREE HUNDRED DOLLARS (\$10,300.00)

ATTACHMENT 4

1. AFFECTED PROPERTY

Tax Map Number: 030-4-17-0062
Street Address: 6826 Old Chesterbrook Road, McLean, Virginia 22101

2. OWNER(S): Lawrence C. O'Connor
Tina M. O'Connor

3. INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 700 sq. ft.

4. VALUE

Estimated value of interests and damages:

THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)

10-044-H

LINE	BEARING	DISTANCE
L1	S25°54'00"W	21.06'
L2	N75°57'45"E	3.05'
L3	S25°40'25"W	18.61'
L4	S51°42'53"W	4.06'
L5	S25°54'00"W	21.04'
L6	S56°59'53"E	19.29'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	25.00'	31.42'	12.65'	22.50'	N52°44'30"W	53°14'30"
C2	25.00'	11.45'	5.83'	11.25'	N66°27'54"W	36°14'51"
C3	25.00'	11.37'	6.10'	11.86'	N35°17'29"W	27°28'12"



30' MAP 020-4-17-0001
 LOT 62
 SECTION THREE
 MCLEAN MANOR
 (O.B. 1384, P.C. 212)

30' MAP 020-4-17-0001
 LOT 61
 SECTION THREE
 MCLEAN MANOR
 (O.B. 1384, P.C. 212)

30' MAP 020-4-17-0000
 LOT 60
 SECTION THREE
 MCLEAN MANOR
 (O.B. 1384, P.C. 212)



NOTES

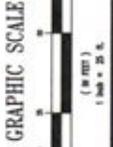
ALL PREVIOUSLY RECORDED RIGHT-OF-WAY, EASEMENTS, OR ENCUMBRANCES SHALL BE SHOWN AND MAINTAINED AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
 THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A SOIL REPORT. NEVERTHELESS, ALL ENCUMBRANCES TO THE PROPERTY ARE NOT NECESSARILY SHOWN HEREON.
 THE INFORMATION SHOWN ON THIS PLAN WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY.
 THE PROPERTY DEPICTED ON THIS PLAN IS LOCATED ON THE ASSESSMENT MAP AS 30-4-17(2), LOT 61.

WESTMORELAND @
 OLD CHESTERBROOK PHASE II
 PROJECT NUMBER ST-000003-044 (P19101-04000)

FAIRFAX COUNTY, VIRGINIA
 DEPARTMENT OF PUBLIC WORKS
 & ENVIRONMENTAL SERVICES
 CAPITAL FACILITIES
 12000 COMMONWEALTH CENTER PARKWAY
 FAYETTE, VIRGINIA

DEDICATION FOR PUBLIC STREET PURPOSES
 AND
 GRADING AGREEMENT AND
 TEMPORARY CONSTRUCTION EASEMENT
 ON
 LOT 61
 SECTION THREE
 MCLEAN MANOR
 D.B. 1384, P.C. 212
 PROPERTY BEING IN THE NAME OF
 JOSEPH T. YAP
 OR
 MARY A. YAP, TRUSTEE,
 OR SUCCESSOR TRUSTEE
 OF THE YAP TRUST 180CT12

DATE: 5/21/14 DRAWN BY: BSC



AREA TABULATION
 DEDICATION FOR PUBLIC STREET PURPOSES = 181 SQ. FT.
 EASEMENT AREA = 348 SQ. FT.
 GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT

Engineering Surveying Land Planning Transportation Environmental Services
"Turning Challenges into Opportunities"
Rinker Design Associates, P.C.
1000 Commonwealth Center Building, Suite 200, Fairfax, VA 22031
Phone: (703) 592-7272
Fax: (703) 592-7244
www.rinker.com

Rinker Design Associates, P.C.



NOTES:

ALL PREVIOUSLY RECORDED HIGH-OF-WAYS, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY. THE INFORMATION SHOWN ON THIS PLAN WAS COMPILED FROM EXISTING LAND RECORDS, AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY.
THE PROPERTY DEPICTED ON THIS PLAN IS LOCATED ON THE ASSESSMENT MAP AS 30-4-01720, LOT 62.

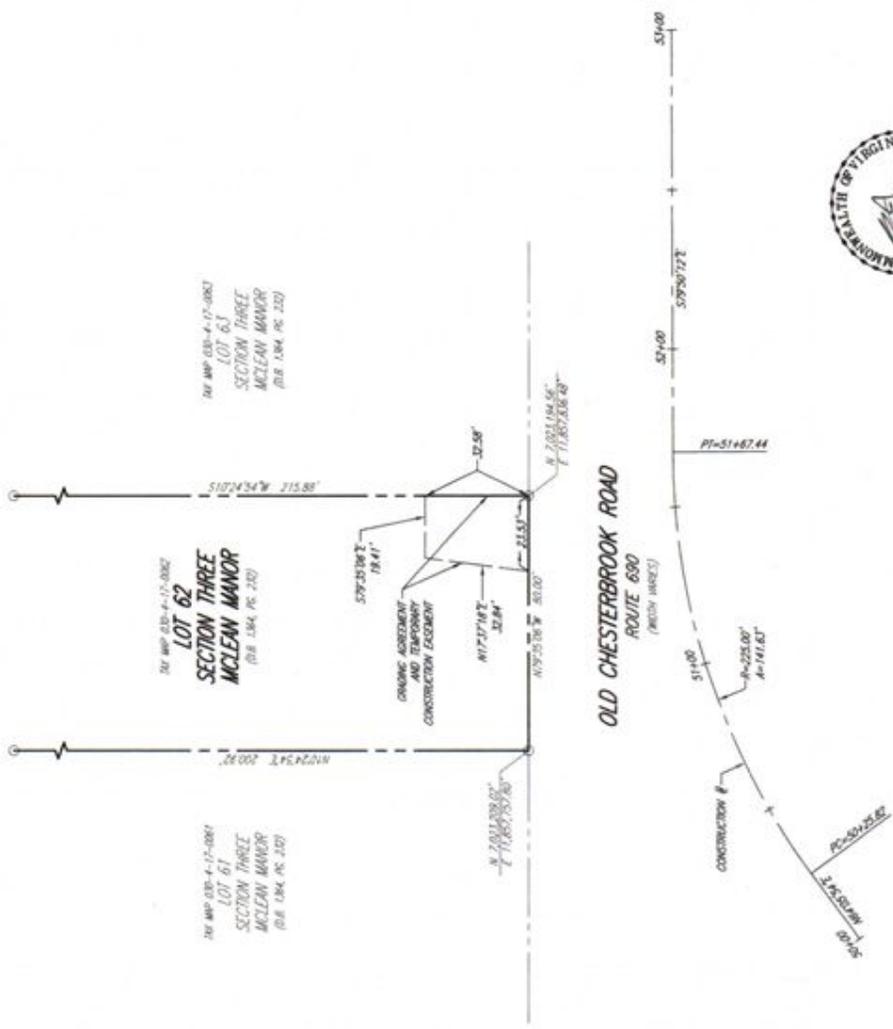
WESTMORELAND 0
OLD CHESTERBROOK PHASE II
PROJECT NUMBER ST-000003-04 (PFF01-04008)

FAIRFAX COUNTY, VIRGINIA
DEPARTMENT OF PUBLIC WORKS
& ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
12000 COMMONWEALTH CENTER PARKWAY
FAIRFAX, VIRGINIA

FOR SHOWING
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
ON
LOT 62
SECTION THREE
MCLEAN MANOR
D.B. 1384, PG. 237
PROPERTY BEING IN THE NAME OF
LAWRENCE G. O'CONNOR
AND
TIMA M. O'CONNOR
D.B. 1384, PG. 237
FAIRFAX COUNTY, VIRGINIA
SHEET 1 OF 1

SCALE: 1"=25' DATE: 6/23/14 DRAWN BY: KSS

10-044-H



NOT TO SCALE

EASEMENT AREA
GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT = 700 SQ. FT.

Board Agenda Item
January 13, 2015

4:30 p.m.

Public Hearing to Lease Board-Owned Property at 12000 Government Center Parkway to Fairfax 2015, Inc. (Braddock District)

ISSUE:

Public hearing to lease Board-owned property at 12000 Government Center Parkway to Fairfax 2015, Inc.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the County Executive, or his designee, to execute the attached lease with Fairfax 2015, Inc. for use of space at 12000 Government Center Parkway.

TIMING:

On November 18, 2014, the Board authorized the advertisement of a public hearing to be held on January 13, 2015, at 4:30 p.m.

BACKGROUND:

In the summer of 2015, Fairfax County (the "County") will host the World Police and Fire Games ("WPFG"), which will provide recreational, Olympic-style sports competitions for police and fire professionals around the world. The County desired to host this event because it will provide a unique opportunity to showcase to the world its community and culture, and highlight the talents of the County's first responders. In addition, the event is expected to increase County businesses' revenue as tens of thousands of athletes and visitors are expected to descend upon the County to attend the events.

Fairfax 2015, Inc. ("Fairfax 2015") was created to oversee all aspects of the WPFG including, but not limited to, ensuring that the multi-million dollar fundraising goals necessary to successfully run the WPFG are met. As part of the negotiations with Fairfax 2015, the County agreed to lease rent-free to Fairfax 2015 approximately 5,526 rentable square feet of space for office space ("Leased Space"). The Leased Space is located on the second floor of the Fairfax County Government Center with a street address of 12000 Government Center Parkway, Suite 251 and identified by Fairfax County Tax Map Number of 56-1 ((15)) parcel 14. The lease between the County and Fairfax 2015 has a thirty and a half (30.5) month term that commenced on June 13, 2013.

Fairfax 2015 will have the exclusive right to occupy the Leased Space and the nonexclusive right to use the common areas of the Government Center. At Fairfax 2015's election and the County's discretion, Fairfax 2015 has the option to extend the term for an additional term of one month unless notice to the contrary is given by either

Board Agenda Item
January 13, 2015

party thirty (30) days prior to the end of the current term, and, in that event, the Lease shall terminate at the end of the effective term. The Lease may be terminated without cause by either party with thirty (30) days written notice.

In accordance with Board Policy and Section 15.2-1800 of the Code of Virginia, a public hearing is required prior to the disposition of Board-owned property.

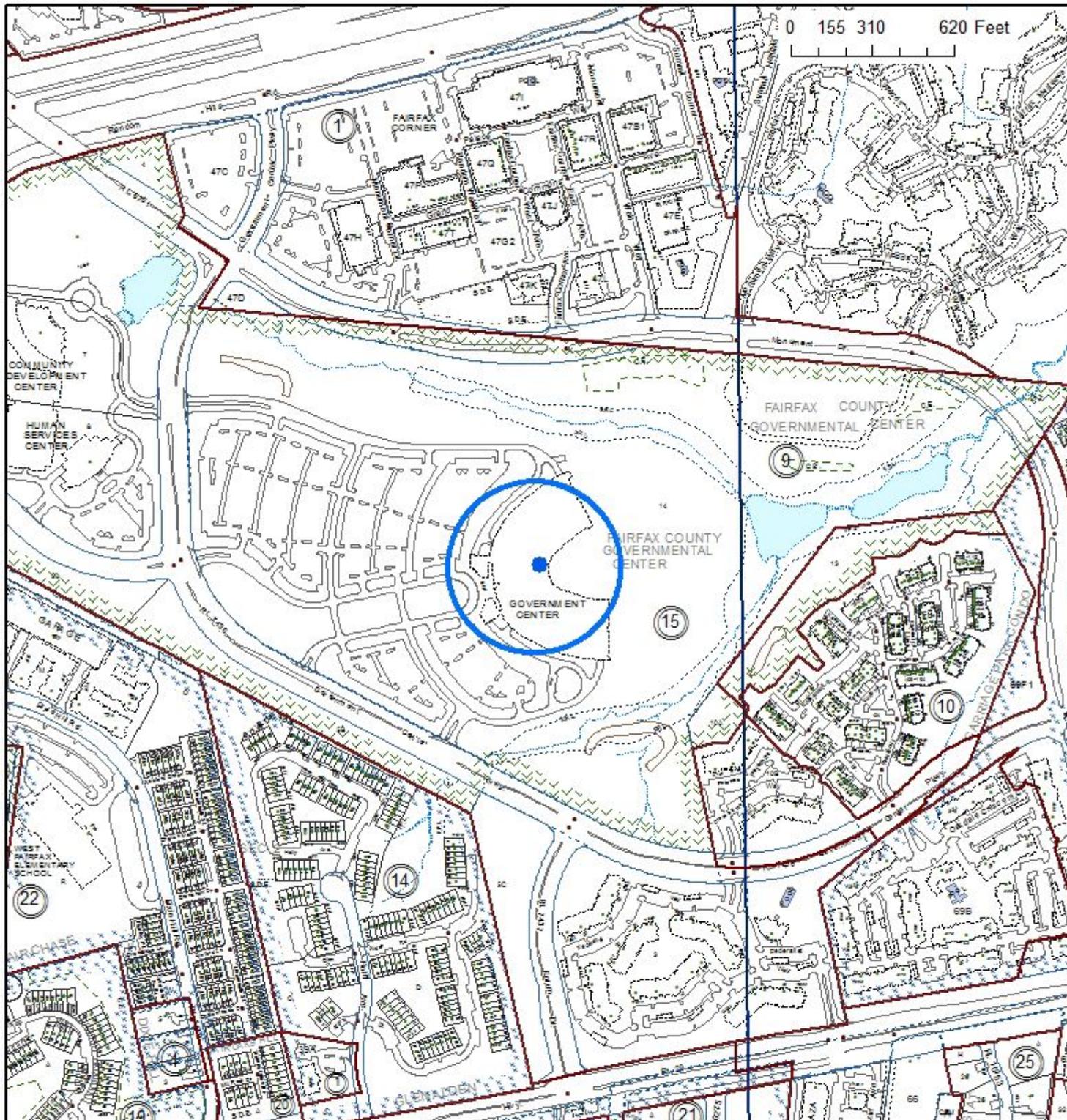
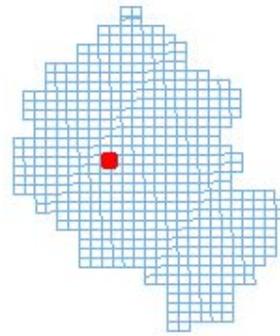
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Draft lease between County and Fairfax 2015, Inc.

STAFF:
David J. Molchany, Deputy County Executive
David M. Rohrer, Deputy County Executive
Jose A. Comayagua, Jr., Director, Facilities Management Department

Fairfax County Government Center

County Tax Map No. 56-1 ((15)) Parcel 14





**COUNTY OF FAIRFAX
LEASE AGREEMENT**

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COUNTY OF FAIRFAX

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ___ day of _____, 2014, by and between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, hereinafter referred to as "Board" (whose address is Board of Supervisors of Fairfax County, Fairfax County Government Center, 12000 Government Center Parkway, Suite 424, Fairfax, Virginia 22035), and **Fairfax 2015, Inc.** a Section 501 (c) (3), hereinafter referred to as the "Tenant" (whose address is 12000 Government Center Parkway, Suite 251, Fairfax, Virginia 22035), witness:

WHEREAS, in the summer of 2015, Fairfax County will host the World Police and Fire Games ("WPFG"), which provide recreational Olympic-style sports competitions for police and fire professionals around the world; and

WHEREAS, the County desired to host this event as it provided a unique opportunity to showcase to the world its community and culture, highlight the talents of the County's first responders, increase County businesses' revenue with the arrival of tens of thousands of athletes and visitors to the County, and provide once in a lifetime entertainment to the County's residents; and

WHEREAS, the Tenant was created to oversee all aspects of the WPFG including, but not limited to, ensuring that the multi-million dollar fundraising goals necessary to successfully run the WPFG were met; and

WHEREAS, the Board desires to lease to the Tenant certain lease premises, more particularly described below, and the Tenant desires to lease the same upon the terms and conditions and for good and valuable consideration described in this Lease Agreement, hereinafter referred to as the "Lease".

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

SECTION 1 PREMISES GRANT

A. The Board does hereby Lease unto Tenant and Tenant does hereby Lease from the Board Suite 251 of the building at 12000 Government Center Parkway, known as "The Government Center," consisting of approximately 5,526 rentable square feet of space (hereinafter the "Premises").

B. It is agreed that, by occupying the Premises, Tenant acknowledges that it has had full opportunity to examine the building, including the Premises, and is fully informed, independently of the Board, as to the character, construction and structure of the building. It is agreed that by occupying the Premises, the Tenant formally accepts the same "as is" and acknowledges that Board has complied with all requirements imposed upon it under the terms

of this Lease. This Lease does not grant any right to light or air over or about the Premises or building.

C. Tenant agrees to confine its use of the Premises to the areas specifically described in this Lease and any common areas necessary for ingress and egress, or otherwise necessary for the use thereof, which is specifically limited to hallways, stairways, doorways, and restrooms. Tenant agrees not to use, occupy, or obstruct any room or any area of the building not specifically leased to the Tenant by this Lease.

SECTION 2 TERM

A. This Lease shall be for a term of thirty (30) months commencing on June 13, 2013 and ending at midnight on December 31, 2015. The Tenant and Board agree that this Lease may be automatically renewed for an additional term of one month unless notice to the contrary is given by either party 30 days prior to the end of the current term, and in that event, the Lease shall terminate at the end of the effective term.

B. This Lease may be terminated without cause by either party with thirty (30) days written notice.

SECTION 3 RENT AND/OR OTHER CONSIDERATION

A. Tenant and the Board acknowledge that Tenant shall not make regular rental payments to the Board. Tenant shall be responsible for the all cost of performance of its obligations as set forth in this Lease.

SECTION 4 USE

A. Tenant represents covenants and warrants that the Premises will be used lawfully and agrees to abide by all the laws and regulations of all lawful authorities for the following purposes and for no other purposes: office space.

B. The Board and Tenant agree that any approvals, permits, and/or licenses necessary for Tenant's use of the Premises have been obtained by Tenant as of the date of execution of this Lease. Any changes to the use of the Premises shall only be made by written agreement, signed by both parties and memorialized as an amendment to this Lease. The Board shall not agree to any changes of use unless or until Tenant obtains, at its expense, any and all approvals, permits and licenses necessary to conduct said new uses of the Premises. The Board shall assist in providing available material and technical data to the Tenant as required to make an application, but shall in no way be a party to or participate in the said application. Tenant agrees to deliver to the Board evidence that these necessary approvals, licenses and permits have been obtained before the Board shall enter into any amended agreement.

SECTION 5 DEFAULT

Tenant shall be considered in default of this Lease upon happening of any of the following:

A. A breach of any term, covenant or condition of this Lease continuing for more than five (5) days after written notice is received by the Tenant.

B. Death, dissolution or commencement of any proceeding to dissolve Tenant, termination of existence, insolvency, business failure, appointment of the receiver or trustee of Tenant's property, assignment for the benefit of creditors of all or any part of the property of Tenant, or commencement of any proceedings under any bankruptcy or insolvency law by or against Tenant.

C. The abandonment of the Premises by the Tenant or the discontinuance of the use permitted hereunder.

D. In the event of default by Tenant, the Board may, at its option, terminate this Lease, and re-enter the Premises and again have, possess, and enjoy the same as and of its former estate, but no such re-entry shall be deemed an acceptance of the surrender of this Lease. In the event of re-entry for default, the Board may, at its option, relet the Premises or any part thereof, as agent for Tenant, for any sum which it may deem reasonable, but the Board shall not be under any obligation to relet the Premises for any purpose other than that specified in this Lease. In event of termination for default, Tenant shall remain liable for all its obligations under the Lease, and for such losses and damages as the Board may sustain as a result of Tenant's breach thereof, which together with reasonable attorneys' fees, shall be considered payable as rent hereunder.

E. If the Tenant or its representatives shall neglect or fail to perform or observe any covenant herein contained on the Tenant's part to be kept or performed, or shall become a bankrupt or insolvent, or suffer any levy against his property on the said Premises or shall make an assignment for the benefit of creditors, then and in any such case, the Board, its successors or assigns, may declare the term of this Lease at end immediately, without notice or demand, enter into and upon the Premises, or any part thereof, repossess the same, expel the Tenant and those claiming under him (them) and remove his (their) effects forcibly, if necessary, without being deemed guilty of any manner of trespass, but without prejudice to the lawful remedies which the Board, its successors or assigns, may have for the breach or covenants of this Lease.

SECTION 6 PARKING

Tenant understands and agrees that parking is shared with other occupants of the Facility, and that Tenant's share of such parking is undefined. Tenant agrees to cooperate fully with Board in keeping Tenant's agents, servants, guests or invitees from using any additional parking spaces at this facility. Any vehicles parked at the site shall be at the Tenant's own risk.

SECTION 7 MODIFICATIONS AND REPAIRS

A. Tenant agrees to accept the Premises "as is" and to pay for any necessary modifications and repairs in order to make the Premises acceptable for the approved use. This shall not be construed to include major modification required to bring the building in compliance with Fairfax County, Virginia Code requirements, which shall be the responsibility of the Board, at its election.

B. The Board must approve in advance all improvements including but not limited to structural, interior and exterior modifications or additions. Approval(s) shall be given in writing.

Tenant will submit plans and specifications for approval, which approval shall not be unreasonably withheld.

C. Tenant shall not be due any refund or payment of any kind from the Board for any modifications or improvements to the Premises made by or for the Tenant and all such improvements shall be and remain the sole property of the Board at the termination of the Lease.

D. Tenant shall not place any lettering, signs or objects on doors, windows or outside walls of Premises without the permission of the Board. No signs shall be visible through or on windows.

E. Tenant shall not, without the prior written approval of the Board, paint or paper or decorate or drive nails in or otherwise deface or injure the walls or ceiling or woodwork or floors of said Premises, install any electrically or mechanically operated equipment (including air conditioners) in said Premises. At the termination of the Lease, or any extension or renewal thereof, all such improvements shall be and remain the property of the Board. Tenant expressly covenants and agrees that the Board may, at its sole and absolute discretion, require such improvements to be removed and the Premises restored to their original condition, with such removal and restoration to be at Tenant's expense.

F. Tenant shall be responsible for repairs or maintenance necessitated by the negligence of Tenant, its agents, servants, guests or invitees; and all damage to the Premises caused by the Tenant, its agents, servants, guests or invitees, shall be repaired promptly by, or at the expense of the Tenant, at the option of the Board.

G. Any renovation or improvements made or obtained by Tenant are made at Tenant's sole risk and expense, and the Board shall not be held responsible for any claims for injury or loss of property due to renovation or improvements made by or for Tenant.

H. In use of said structural alterations, changes or improvements, Tenant may be required upon the termination of the Lease or any extension or renewal thereof to restore the Premises to their original condition. All movable partitions, trade fixtures, floor covering, or equipment installed in the Premises at Tenant's expense shall remain the property of the Tenant, and may be removed by Tenant. Tenant shall, however, repair any damage caused by such removal. In addition, Tenant will restore or repair any damage to the Premises which affects accessibility by the handicapped as defined in the American Disabilities Act (ADA).

I. As determined by the Board, any increased facility operating costs resulting from the modifications will be paid by the Tenant shall pay such costs as Additional Rent.

SECTION 8 SERVICES PROVIDED BY BOARD

In consideration of the foregoing covenants and agreements, the Board covenants and agrees:

A. To provide electric and heating services to the Premises, water and sewer services to the building of which the Premises are a part; however, Board shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of the Board or by accidents, repairs or strikes nor shall such failure constitute an eviction; nor shall Board be liable under any circumstances for loss of or injury to property, however occurring,

through or in connection with or incidental to the furnishing of any of the foregoing. These services shall be provided as follows:

(1) Electricity for normal business usage. Tenant's use of electric energy in the Premises shall not at any time exceed their pro-rata share of capacity of any of the electrical conductors and equipment in or otherwise serving the Premises, or based on the square footage of the Premises' area. To insure that such capacity is not exceeded and to avert possible adverse effect upon the building's electric service, Tenant shall not, without Board's prior written consent in each instance (which shall not be unreasonably withheld), connect any additional fixtures, appliances or equipment (other than lamps, typewriters and similar small office machines) to the building's electric distribution system or make any alteration or addition to the electric system of the Premises existing on the commencement date(s) of this Lease.

(2) Heat to Premises, daily from 7:00 a.m. to 6:00 p.m., with nighttime setback, Monday through Friday, Fairfax County legal holidays excepted, during those portions of each year that heating may be necessary, so as to provide a temperature condition required for the comfortable occupancy of the Premises under normal business condition.

(3) Cold water for drinking, lavatory and toilet purposes, drawn through existing fixtures or fixtures installed by Tenant with Board's written consent, and hot water for lavatory purposes from the regular building supply at reasonable temperatures.

(4) Custodial services shall be provided in a manner as determined by the Board for similar buildings owned by Fairfax County.

C. To provide maintenance to the Premises during the term of this Lease or any extension thereof, in such manner as determined by the Board for heat, plumbing, electrical, sewer and water systems, snow and ice removal, sanding or salting of the driveway, walks and parking areas, grass cutting, and repair to the doors, windows and roof, provided that such damage, defect or repair is not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients).

D. As determined by the Board, any increased facility operating costs resulting from Tenant's operations exceeding normal business use will be charged to the Tenant and Tenant shall pay such costs as Additional Rent.

E. The Board shall, in no event, be liable for consequential damages, for any losses arising from or related to the Lease or the tenancy.

SECTION 9 LIABILITY AND INSURANCE

A. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said Premises, shall be and remain at the sole risk of the Tenant, and Board shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The Board shall not be liable for any personal injury to the Tenant (including its employees,

business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the Premises.

B. LIABILITY INSURANCE: During the Lease Term, Tenant will maintain a policy of commercial general liability insurance insuring the Board and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises. The insurance will be for not less than \$500,000 for bodily or personal injury to or death of one person in any one accident or occurrence and for not less than \$1,000,000 for bodily injury or personal injury to or death of more than one person in any one accident or occurrence. The insurance shall insure the Board and Tenant against liability for property damage of at least \$1,000,000. The limits of the insurance will not limit the liability of Tenant. If the Tenant fails to maintain the required insurance the Board may, but does not have to, maintain the insurance at Tenant's expense. The policy shall expressly provide that it is not subject to invalidation of the Board's interest by reason of any act or omission on the part of Tenant.

C. TENANT'S INSURANCE POLICIES: (1) Insurance carried by Tenant will be with companies acceptable to the Board. The Tenant will deliver to the Board certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after 60 days prior written notice to the Board. Tenant shall, at least 60 days prior to the expiration of the policies, furnish Board with renewals of "binders" for the policies, or Board may order the required insurance and charge the cost of Tenant; (2) If Tenant self insures risks for which commercial insurance is required under provision of this Lease, Tenant shall provide a statement guaranteeing equivalent coverage through self insurance.

D. Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall reimburse Board for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Board agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

E. The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability policy and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

F. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

G. INDEMNIFICATION: The Tenant hereby agrees to indemnify and hold harmless the Board of Supervisors, Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Tenant, including his agents, servants, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the Premises.

SECTION 10 RESPONSIBILITIES OF TENANT

Tenant covenants and agrees:

A. Not to injure or deface or suffer to be injured or defaced the Premises or any part hereof and to promptly replace or repair any damages to said Premises, other than damage to structural portions not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients).

B. To keep said Premises in good order and condition at all times and to give the Board prompt notice of any defects in, or damage to, the structure, equipment, or fixtures of said Premises.

C. Not to strip, overload, damage or deface the Premises or hallways, stairways, or other approaches thereto, of said building, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon the Premises or any part of said building.

D. Not to keep gasoline or other flammable material or any other explosive in or near the Premises or in or near the building of which they are a part which will increase the rate of fire insurance on the building beyond the ordinary risk established for the types of operations above provided to be conducted therein or in violation of Fairfax County regulations and any such increase in the insurance rate due to the above, or Tenant's special operations carried on within the Premises, shall be borne by Tenant. Tenant shall not by any act or thing placed upon the Premises or in or about the building of which they are a part which makes void or voidable any insurance on the said Premises or building; and Tenant expressly agrees to conform to all rules and regulations from time to time established by the Commonwealth of Virginia Insurance Rating Bureau, or any other authority having jurisdiction.

E. To take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, water, and utilities).

F. Not to use or allow to be used the Premises or any part thereof for any illegal, unlawful, or improper purpose, or for any activity which will be noisy, boisterous or in any other manner constitute a nuisance, to adjacent properties or the adjacent neighborhood or which may be likely to endanger or affect any insurance on the said Premises.

G. All covenants of Tenant relating to the use of, or misuse of, the Premises and of the property of which they are a part or anything therein shall be construed to include use or misuse thereof by Tenant's agents, employees, and invitees.

H. To supervise and conduct its activities in such a manner as to insure no disruption to the pleasurable and quiet enjoyment and possession of the other occupants of the building.

I. To comply with all rules and regulations, conditions of this Lease; and any violation of said rules, regulations and conditions shall be a violation of this Lease.

J. Not to obstruct or use the sidewalks, passages, and staircases and other parts of the building which are not occupied by the Tenant for any other purpose than ingress and egress.

SECTION 11 DAMAGE BY FIRE OR CASUALTY

A. If the Premises shall be destroyed or damaged from whatever cause, so as to render them unfit for the purpose for which Leased, and if it is not reasonably possible to repair such destruction or damage within ninety (90) days, as determined by the Board, either party shall be entitled to terminate the Lease by written notice within fifteen (15) days after such destruction.

B. If the Premises can reasonably be repaired within ninety (90) days from the date of damage, as determined by the Board, then it shall be the duty of the Board to so repair such Premises to the extent that monies are available from the Board's fire and casualty insurance, provided that if the extent of damage is such as to cause the cost of repairs to be more than the monies available under such insurance, or if the Board determines that it is uneconomical, impractical or unfeasible to make such repairs considering the extent of damage and the cost of repairs, the Board may, at its option, terminate the Lease on ten (10) days written notice.

SECTION 12 SUBJECT TO ALL LAWS

This Lease shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia, Fairfax County, and appropriate Board Regulations; and Tenant agrees to abide by these provisions.

SECTION 13 ACCESS

Tenant shall allow the Board, its employees or agents to have access to the Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or at any other time for the purpose of performing any work required to be performed by the Board, or which the Board considers necessary or desirable, or for any other purpose for the reasonable protection of said Premises or of the building of which the Premises are a part.

SECTION 14 WAIVER

A. No waiver by the Board of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

B. To the extent permitted by law, the Board shall not be liable for and the Tenant releases the Board and Board's agents, employees, contractors, volunteers and servants from, and waives all claims for damage to person or property sustained by the Tenant or any occupant of the building or Premises resulting from the building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any Tenant or occupant of the building or of any other person, including the Board, its agents or employees.

SECTION 15 NOTICE OF DEFECTS

Tenant shall give the Board prompt written notice of accidents or defects on or about or of damages to the Premises or the building of which the Premises are a part.

SECTION 16 QUIET POSSESSION

The Board covenants and agrees that, if Tenant shall perform all the covenants, conditions, and agreements herein contained to be performed on Tenant's part, Tenant shall at all times during the term of this Lease and any renewal or extension thereof have the peaceable and quiet enjoyment and possession of the Premises.

SECTION 17 COMPLIANCE WITH LAWS

It is understood, agreed and covenanted by and between the parties hereto that Tenant at its expense, will promptly comply with, observe, and perform all of the requirements of all of the statutes, ordinances, policies, rules, orders, procedures, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, Commonwealth of Virginia, Fairfax County Government, Fairfax County School Board, Fairfax County Fire and Rescue Services Office, or other governmental agencies located within Fairfax County. If any act or failure to act on Tenant's part results in a violation of any of the above referred to statutes, ordinances, rules, orders, and regulations, upon due notice, Tenant will act promptly to comply therewith. Any violation of any of the above referred to statutes, ordinances, rules order and regulations is subject to Section 5 of this Agreement.

SECTION 18 SURRENDER OF POSSESSION

Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the Premises not the property of the Board, and to yield up to the Board the Premises and all keys and locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Tenant), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Tenant is not herein expressly made liable, excepted.

SECTION 19 BENEFIT AND BURDEN

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives.

SECTION 20 ASSIGNMENT

The Tenant shall not transfer nor assign this Lease, nor let or sublet the whole or any part of the said Premises or permit any other person, firm or corporation to occupy or use any part of said Premises without the written consent of the Board first had and obtained.

SECTION 21 MAILING NOTICES

Any notice which the Board may desire or be required to give the Tenant shall be deemed sufficiently given or rendered, if in writing, delivered to the Tenant by certified or registered mail, return receipt requested, addressed to the Tenant at 12000 Government Center Parkway, Suite 251, Fairfax, Virginia 22035, or hand-delivered at the Premises. Any notice which the Tenant may desire or be required to give the Board shall be deemed sufficiently given or rendered, if in writing, delivered to the Board by certified or registered mail, return receipt requested, addressed to Facilities Management Department at Fairfax County Government

Center, 12000 Government Center, Suite 424, Fairfax, Virginia 22035, Attention: Leasing Department, or other such places as Tenant or Board may from time to time designate in writing. Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

SECTION 22 LIENS

If any mechanic's lien or liens shall be filed against the Premises for work done or materials furnished to Tenant or its sublessees, Tenant, within thirty (30) days after notice thereof, at its expense will cause such lien or liens to be discharged by filing or causing to be filed the bond or bonds for that purpose required by law or provide other suitable security.

SECTION 23 RULES AND REGULATIONS

Tenant and its agents and employees shall abide by and observe such reasonable rules and/or regulations as may be promulgated from time to time by the Board for the operation and maintenance of the building, provided that the same are in conformity with common practice and usage and are not inconsistent with the provisions of this Lease and a copy thereof is sent to Tenant. Nothing contained in this Lease shall be construed to impose upon the Board any duty or obligation to enforce such rules and/or regulations, or the terms, conditions or covenants contained in any other Lease as against any other Tenant, and the Board shall not be liable to Tenant as against any other Tenant, and the Board shall not be liable to Tenant for violation of the same by any other Tenant, its employees, agent, business invitees, Tenants, customers, clients, family members or guests.

SECTION 24 AUTHORITY TO CONTRACT

The Board covenants that it has a right to make this Lease for the term aforesaid, and that if Tenant shall perform all of the covenants, terms and conditions of Lease hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Board or any party claiming through or under Board.

SECTION 25 NO PARTNERSHIP

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Board and Tenant, or to create any other relationship between the parties hereto other than that of Board and Tenant.

SECTION 26 APPLICABLE LAW

The Board and Tenant agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease.

SECTION 27 COMMON AREAS

The Board reserves the right to alter the common areas, as deemed necessary, in the sole discretion of the Board, so long as such alteration does not interfere with the Tenant's reasonable use of the space for the purposes contemplated in contracting for the space. This includes but is not limited to the parking area, grounds, common hallways, walkways, etc. and such right shall not be infringed by Tenant.

SECTION 28 TIME OF ESSENCE

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

SECTION 29 AGREEMENT AND COVENANT

Every term, condition, agreement or provision contained in this Lease that imposes any obligation on Tenant or the Board shall be deemed to be also a covenant by Tenant or the Board.

SECTION 30 SEVERABILITY

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby.

SECTION 31 HOLDING OVER

If Tenant shall not immediately surrender the either of the Premises on the date of expiration of the term(s) hereof, and subject only to the Board's approval, Tenant shall, by virtue of the provisions hereof become a Tenant on a month to month basis. Tenant, as a monthly Tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Tenant shall give to Landlord at least thirty (30) days written notice of an intention to quit the Premises, and Tenant shall be entitled to thirty (30) days written notice from the Landlord to quit the Premises.

SECTION 32 APPROPRIATIONS

To the extent that there are any financial obligations incurred by the Board under the terms of this Lease, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

SECTION 33 ENTIRE AGREEMENT

This Lease, together with any EXHIBITS attached hereto and referenced herein, contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provisions of this Lease shall be deemed to have been made, unless it be in writing and signed by both parties hereto.

SECTION 34 COUNTERPARTS

This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

WITNESS:

LANDLORD:

The Board of Supervisors for Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035

By: David J. Molchany
Deputy County Executive

WITNESS:

TENANT:

Fairfax 2015, Inc.

By: Bill Knight
President & CEO

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Board Agenda Item
January 13, 2015

4:30 p.m.

Public Hearing on SE 2014-SU-048 (Hakima Elamiri D/B/A Sarah Daycare LLC) to Permit a Home Child Care Facility, Located on Approximately 2,100 Square Feet of Land Zoned PDH-4 and WS (Sully District)

This property is located at 5705 Belcher Farm Drive, Centreville, 20120. Tax Map 54-1 ((17)) (2) 20.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, December 10, 2014, the Planning Commission voted 10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to recommend that the Board of Supervisors approve SE 2014-SU-048, subject to the Development Conditions dated November 25, 2014.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4470979.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William O'Donnell, Planner, DPZ

SE 2014-SU-048 – HAKIMA ELAMIRI d/b/a SARAH DAYCARE

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed. Recognize Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. I –

Chairman Murphy: Don't forget you have to call the applicant back.

Commissioner Litzenberger: Right.

Chairman Murphy: Okay.

Commissioner Litzenberger: Mr. Chairman, I request the applicant confirm for the record and agree to the proposed conditions now dated November 25th, 2014.

Hakima Elamiri, Applicant/Title Owner: Yes.

Commissioner Litzenberger: Do you agree to those?

Ms. Elamiri: Yes.

Commissioner Litzenberger: Okay. Thank you. You may sit down.

Chairman Murphy: Thank you.

Commissioner Hall: For the last time, we promise.

Commissioner Litzenberger: Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-SU-048, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED NOVEMBER 25TH, 2014.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-SU-048, say aye.

Commissioners: Aye

Chairman Murphy: Opposed? Motion carries.

Commissioner Litzenberger: Thank you, Mr. Chairman.

Chairman Murphy: Thank you very much.

//

(The motion carried by a vote of 10-0. Commissioners Flanagan and Lawrence were absent from the meeting.)

JLC