FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 28, 2015

AGENDA

8:30		Reception – Direct Support Professionals Appreciation Month Lambert Conference Center, Reception Area
8:30		Reception – Recognition of the 25th Anniversary of the Americans with Disabilities Act, Lambert Conference Center Rooms 2 & 3
9:00		Presentations
10:30		Board Appointments
10:40		Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1		Designation of Plans Examiner Status Under the Expedited Land Development Review Program
2		Appointment of Members to the Fairfax-Falls Church Community Policy and Management Team
3		Approval of "$200 Additional Fine for Speeding" Signs and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Hunter Mill, Braddock and Providence Districts)
4		Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Tysons Woods Temporary Residential Permit Parking District, District T4 (Providence District)
5		Extension of Review Period for 2232 Applications (Hunter Mill, Providence, and Sully Districts)
6		Authorization to Advertise a Public Hearing to Consider Approval of an Agreement to Adjust the Common Boundary of the Town of Herndon and Fairfax County (Dranesville District)
7		Additional Time to Commence Construction for Special Exception SE 2013-LE-005, Franconia Square LLC, d/b/a Shell Oil Co. (Lee District)
8		Additional Time to Commence Construction for Special Exception SE 2013-MV-011, Kimberly B. and Kelly P. Campbell (Mount Vernon District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 28, 2015

ADMINISTRATIVE ITEMS (Continued)

9	Additional Time to Commence Construction for Special Exception SE 2011-PR-007, Page Annandale Road Associates, LLC (Providence District)
10	Streets into the Secondary System (Providence and Sully Districts)
11	Approval of a Portion of a Street Name Change from Leesburg Pike (Outlet Road) to Serenity Woods Lane (Hunter Mill District)
12	Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the U.S. Department of Health and Human Services Office of Family Assistance, New Pathways for Fathers and Families Program
13	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant
14	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Community Policing Services, COPS Hiring Program
15	Supplemental Appropriation Resolution AS 16025 for the Department of Public Safety Communications to Accept Grant Funding from the Commonwealth of Virginia E-911 Services Board
16	Authorization to Advertise a Public Hearing on the Interim Real Estate Exchange Agreement Between the Board of Supervisors and Inova Health Care Services (Inova) (Hunter Mill District)
17	Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Mount Vernon District)
18	Authorization to Advertise a Public Hearing on the County and Schools' FY 2015 Carryover Review to Amend the Appropriation Level in the FY 2016 Revised Budget Plan

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 28, 2015

ACTION ITEMS

1 Approval of a Resolution Authorizing Execution of a Project Funding Agreement with the Town of Vienna for the Design of Pedestrian Enhancement Improvements Along Old Courthouse Road (Hunter Mill District)

2 Approval of the Department of Neighborhood and Community Services' Field Allocation Policy

3 Approval of the 2015 Zoning Ordinance Amendment Work Program

4 Approval of an Agreement Between the Town of Vienna and Fairfax County to Design and Construct a Stream Restoration Project on Wolf Trap Creek (Hunter Mill District)

5 Authorization for the County Executive to Execute the National Capital Region Water and Wastewater Mutual Aid Agreement

6 Approval of FY 2015 Year-End Processing

7 Authorization for the Chairman of the Board of Supervisors to sign the Workforce Innovation and Opportunity Act (WIOA) Title I Grant Award Agreement Between the Virginia Community College System and Local Workforce Development Area 11

8 Expansion of the Approved Sewer Service Area (ASSA) to Include a Portion of the Hickory Community Planning Sector (Dranesville District)

9 Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2016

INFORMATION ITEMS

1 Planning Commission Action on Application 2232-H15-8, Metropolitan Washington Airports Authority (MWAA)/ Virginia DRPT/WMATA)

2 Certificate of Excellence in Assessment Administration from the International Association of Assessing Officers Awarded to the Department of Tax Administration

10:50 Matters Presented by Board Members

11:40 Closed Session

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 28, 2015

PUBLIC HEARINGS

3:00	Public Hearing on SE 2015-SU-009 (Laiba Sheikh / Laiba's Family Day Care) (Sully District)
3:00	Public Hearing on SE 2015-SP-012 (Macy's Retail Holdings, Inc.) (Springfield District)
3:00	Public Hearing on RZ 2014-SP-015 (Sunrise Development, Inc.) (Springfield District)
3:00	Public Hearing on SE 2014-SP-060 (Sunrise Development, Inc.) (Springfield District)
3:00	Public Hearing on SE 2015-MV-003 (First Years Learning Center LLC / Claudia Tramontana) (Mount Vernon District)
3:00	Public Hearing on SEA 91-S-031 (Milestone Tower Limited Partnership III Cellco Partnership D/B/A Verizon Wireless & Virginia Electric and Power Company D/B/A Dominion Virginia Power) (Springfield District)
3:30	Public Hearing on SE 2015-DR-005 (Fatemeh Batmanghelidj DBA Children's Garden) (Dranesville District)
3:30	Public Hearing on SE 2014-MV-074 (Carla McNeil Seay / Carla's WeeCare Home Daycare) (Mount Vernon District)
3:30	Public Hearing on PCA 94-L-004 (4203 Buckman, LLC) (Lee District)
3:30	Public Hearing on SE 2015-HM-006 (Metropolitan Washington Airports Authority (MWAA) and the Virginia Department of Rail and Public Transportation on Behalf of the Washington Metropolitan Area Transit Authority)
4:00	Public Hearing on SE 2014-LE-050 (Sandra Scruggs Building Blocks Child Care) (Lee District)
4:00	Public Hearing on PRC 80-C-111 (Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints) (Hunter Mill District)
4:00	Public Hearing on Proposed Plan Amendment 2015-III-DS2, Located South of EDS Drive, North of Wall Road, and West of Air And Space Museum Parkway (Sully District)
4:00	Public Hearing on SE 2014-MV-073 (Superior Concrete Materials, Inc.) (Mount Vernon District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 28, 2015

PUBLIC HEARINGS
(Continued)

4:00	Public Hearing on RZ 2013-DR-017 (JLB Dulles Tech LLC) (Dranesville District)
4:00	Public Hearing on PCA 79-C-037-07 (JLB Dulles Tech LLC)(Dranesville District)
4:00	Public Hearing on PCA 2002-HM-043 (JLB Dulles Tech LLC/ Fairfax County Park Authority) (Dranesville District)
4:00	Public Hearing on SEA 2002-HM-046-02 (JLB Dulles Tech LLC /Fairfax County Park Authority) (Dranesville District)
4:00	Public Hearing on SEA 85-C-119 (JLB Dulles Tech LLC/ Fairfax County Park Authority) (Dranesville District)
4:00	Public Hearing on RZ 2014-PR-018 (The Evergreene Companies, LLC) (Providence District)
4:30	Public Hearing on PCA 85-P-037 (International Place at Tysons LLC) (Providence District)
4:30	Public Hearing on Proposed Plan Amendment 2015-III-UP1, Located East of Utterback Store Road and North of State Route 7, Leesburg Pike (Dranesville District)
4:30	Public Hearing on PCA 2008-LE-015-02 (Springfield Metro Center II, LLC) (Lee District)
4:30	Public Hearing on PCA 1998-LE-064-03 (Springfield Parcel C, LLC) (Lee District)
4:30	Public Hearing on PCA 2011-LE-022 (Springfield Metro Center II, LLC and Springfield 6601, LLC) (Lee District)
4:30	Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Virginia - Chapter 30 (Minimum Private School and Child Care Facility Standards), Article 3 (Home Child Care Facilities)
4:30	Public Hearing on Proposed Comprehensive Plan Amendment 2013-I-B2, Seven Corners Community Business Center (Mason and Providence Districts)
5:00	Public Hearing on PCA 78-S-063-07 (Westfields Venture LP) (Sully District)
5:00	Public Hearing on RZ 2014-SU-016 (Westfields Venture LP) (Sully District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 28, 2015

PUBLIC HEARINGS
(Continued)

5:00	Public Hearing on a Proposal to Vacate and Abandon Jasper Lane (Lee District)
5:00	Public Hearing on a Proposal to Abandon Part of Willard Road (Sully District)
5:00	Public Hearing on a Proposed Amendment to the Public Facilities Manual (PFM) Regarding Sidewalk Modifications and Waivers
5:30	Public Hearing on Proposed Revisions to Sections 3-2-26, 3-3-27 and 3-7-25 of the Code of Fairfax County
6:00	Public Comment

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
July 28, 2015

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9 a.m.

- CERTIFICATE – To recognize the board of directors and athletes of the Fairfax 2015 World Police and Fire Games. Requested by Chairman Bulova.

- RESOLUTION – To recognize the Honorable Jim Scott for his service as Affordable Housing Advisory Committee co-chair and his career of advocacy for affordable housing. Requested by Chairman Bulova and Supervisor Smyth.

- RESOLUTION – To recognize the 25th anniversary of the Americans with Disabilities Act. Requested by Supervisor Foust.

- PROCLAMATION – To designate September 2015 as Childhood Cancer Awareness Month in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate Tuesday, August 4, 2015, as National Night Out in Fairfax County. Requested by Supervisor Hudgins.

- RESOLUTION – To recognize Sue Keeler for her accomplishments and service to Mount Vernon Estate and Gardens. Requested by Supervisor Hyland.

- CERTIFICATE – To recognize election officers who have served 20 or more elections. Requested by Chairman Bulova.

- RESOLUTION – To recognize the 25th anniversary of Homestretch for its service to children and families in Fairfax County. Requested by Supervisor Hudgins.

— more —

Board Agenda Item
July 28, 2015

- PROCLAMATION – To designate September 2015 as Direct Support Professionals Appreciation Month in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate August 2015 as Immunization 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
July 28, 2015

10:30 a.m.

Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard July 28, 2015
(An updated list will be distributed at the Board meeting.)

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

NOTE: A revised list will be distributed immediately prior to the Board meeting.

APPOINTMENTS TO BE HEARD JULY 28, 2015

(ENCOMPASSING VACANCIES PROJECTED THROUGH AUGUST 31, 2015)

(Unless otherwise noted, members are eligible for reappointment)

A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Charles T. Coyle; appointed 2/13-6/14 by Hyland) Term exp. 1/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon

ADVISORY SOCIAL SERVICES BOARD (4 years – limited to 2 full consecutive terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Elizabeth D'Alelio; appointed 12/09-9/13 by Cook) Term exp. 9/17 *Resigned*	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Margaret Osborne; appointed 12/14 by McKay) Term exp. 9/16 *Resigned*	Lee District Representative		McKay	Lee

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ADVISORY SOCIAL SERVICES BOARD
(4 years – limited to 2 full consecutive terms)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sydney Stakley; appointed 6/07-9/13 by Smyth) Term exp. 9/17 *Resigned*	Providence District Representative		Smyth	Providence

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 *Resigned*	Builder (Single Family) Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Barbara Kreykenbohm; appointed 1/09 by Gross) Term exp. 1/11 *Resigned*	Mason District Representative		Gross	Mason

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Austin Ford; appointed 3/14 by Bulova) Term exp. 8/15 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

ANIMAL SERVICES ADVISORY COMMISSION (2 years)

[Note: In addition to attendance at Commission meetings, members shall volunteer at least 24 hours per year in some capacity for the Animal Services Division.]

Incumbent History	Requirement	Nominee	Supervisor	District m
VACANT (Formerly held by Barbara Hyde; appointed 9/13-9/14 by Gross) Term exp. 2/16 *Resigned*	Mason District Representative		Gross	Mason

ARCHITECTURAL REVIEW BOARD (3 years)

[NOTE: Members shall be appointed by the Board of Supervisors as follows: at least two (2) members shall be certified architects; one (1) landscape architect authorized to practice in Virginia; one (1) lawyer with membership in the Virginia Bar; six (6) other members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.]

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joy Marshall Ortiz; appointed 10/03-9/12 by Hudgins) Term exp. 9/15 *Resigned*	Architect #2 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Terry Adams (Appointed 11/11-7/13 by Gross) Term exp. 6/15	Mason District Alternate Representative		Gross	Mason

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Brett Kenney (Appointed 10/13-6/14 by Hyland) Term exp. 6/15	Mount Vernon District Representative		Hyland	Mount Vernon
Joshua Foley (Appointed 9/13-5/14 by Herrity) Term exp. 6/15	Springfield District Representative	**Joshua Foley**	Herrity	Springfield

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)
(No official, technical assistant, inspector or other employee of the DPWES, DPZ, or FR shall serve as a member of the board.)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Wayne Bryan; appointed 1/10-2/13 by Bulova) Term exp. 2/17 *Resigned*	Alternate #2 Representative	**Michael Grinnell** (Herrity)	By Any Supervisor	At-Large
John B. Scott (Appointed 2/08-2/11 by Frey) Term exp. 2/15	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Susan Kim Harris; appointed 5/09-2/11 by Hudgins) Term exp. 2/15 *Resigned*	Alternate #4 Representative		By Any Supervisor	At-Large
Matthew Arnold (Appointed 1/05-2/07 by DuBois; 2/11 by Foust) Term exp. 2/15	Design Professional #2 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE EXCEPTION REVIEW COMMITTEE (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kanthan Siva; appointed 1/13 by Frey) Term exp. 9/15 *Resigned*	Sully District Representative		Frey	Sully

CHILD CARE ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Pamela Nilsen; appointed 6/13-9/13 by McKay) Term exp. 9/15 *Resigned*	Lee District Representative		McKay	Lee
VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon

COMMISSION FOR WOMEN (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Julia Boone; appointed 2/13 by Hudgins) Term exp. 10/15 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill

COMMISSION ON AGING (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Tena Bluhm; appointed 5/09-5/13 by Bulova) Term exp. 5/15 *Resigned*	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Kay Larmer (Appointed 1/12-6/13 by Foust) Term exp. 5/15	Dranesville District Representative		Foust	Dranesville
Thomas Bash (Appointed 5/11-6/13 by Herrity) Term exp. 5/15	Springfield District Representative	**Thomas Bash**	Herrity	Springfield

COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Howard Leroy Kelley; Appointed 8/01-1/13 by Hudgins) Term exp. 1/17 *Resigned*	At-Large Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 *Resigned*	Lee District Representative		McKay	Lee

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COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION (4 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Carmen A. Cintron; appointed 2/13 by Hyland) Term exp. 1/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by William Stephens; appointed 9/02-1/03 by McConnell; 1/07-1/11 by Herrity) Term exp. 1/15 *Resigned*	Springfield District Representative		Herrity	Springfield

COMMUNITY ACTION ADVISORY BOARD (CAAB)
(3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jay Hilbert; appoint 7/12-2/13 by Frey) Term exp. 2/15 *Resigned*	Sully District Representative		Frey	Sully

CONSUMER PROTECTION COMMISSION
(3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jason M. Chung; appointed 2/13 by Frey) Term exp. 7/15 *Resigned*	Fairfax County Resident #7 Representative		By Any Supervisor	At-Large
Harold Belkowitz (Appointed 11/08-7/12 by Herrity) Term exp. 7/15	Fairfax County Resident #8 Representative	**Harold Belkowitz** (Herrity)	By Any Supervisor	At-Large
Scott Hine (Appointed 2/07 by McConnell; 7/09-9/12 by Herrity) Term exp. 7/15	Fairfax County Resident #11 Representative	**Scott Hine** (Herrity)	By Any Supervisor	At-Large
VACANT (Formerly held by Leah Durant; appointed 6/13 by Herrity) Term exp. 7/15 *Resigned*	Fairfax County Resident #12 Representative		By Any Supervisor	At-Large
Leiann Leppin Luse (Appointed 7/12 by Smyth) Term exp. 7/15	Fairfax County Resident #13 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Marc Greidinger; appointed 4/13 by Cook) Term exp. 11/15 *Resigned*	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Janice Shafer; appointed 9/14 by Frey) Term exp. 4/16 *Resigned*	Sully District Representative		Frey	Sully

ECONOMIC ADVISORY COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Suzette Kern; appointed 1/09-12/11 by McKay) Term exp. 12/14 *Resigned*	Lee District Representative		McKay	Lee

ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by James M. Dougherty; appointed 9/10-3/12 by Smyth) Term exp. 3/15 *Resigned*	Citizen #2 Representative		By Any Supervisor	At-Large

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)
[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Nilsen; appointed 6/13 by McKay) Term exp. 11/15 *Resigned*	Lee District Representative		McKay	Lee
Jacqueline Browne (Appointed 9/08-12/11 by Gross) Term exp. 11/14 ***Not eligible for reappointment***	Mason District Representative		Gross	Mason
VACANT (Formerly held by Ann Pimley; appointed 9/03-11/6 by Frey) Term exp. 11/09 *Resigned*	Sully District Representative		Frey	Sully

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION
BOARD OF DIRECTORS (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Fouad Qreitum (Appointed 9/12 by Herrity) Term exp. 6/15	Springfield District Representative	**Fouad Qreitum**	Herrity	Springfield
Frank McNally (Appointed 10/11-6/12 by Frey) Term exp. 6/15	Sully District Representative		Frey	Sully

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3 years – limited to 3 full terms)
[NOTE: In accordance with *Virginia Code* Section 37.2-502, "**prior to making any appointment, the appointing authority shall disclose and make available to the public the names of those persons being considered for appointment**. The appointing authority shall also make information on the candidates available to the public, if such information is available to the appointing authority." **Members can be reappointed after 3 year break from initial 3 full terms. VA Code 37.2-502]**

Incumbent History	Requirement	Nominee	Supervisor	District
Pamela Barrett (Appointed 9/09-6/12 by Bulova) Term exp. 6/15	At-Large Chairman's #1 Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Susan Beeman; appointed 9/06-9/13 by Gross) Term exp. 6/16 *Resigned*	Mason District Representative		Gross	Mason

HEALTH CARE ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Judith Beattie; appointed 6/96-9/12 by Frey) Term exp. 6/16 *Resigned*	Sully District Representative		Frey	Sully

HEALTH SYSTEMS AGENCY BOARD
(3 years - limited to 2 full terms, may be reappointed after 1 year lapse)

Incumbent History	Requirement	Nominee	Supervisor	District
Sally Patterson (Appointed 7/12 by Bulova) Term exp. 6/15 ***Not eligible for reappointment*** (need 1 year lapse)	Consumer #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Andrew A. Painter; appointed 2/11 by Smyth) Term exp. 6/13 *Resigned*	Consumer #4 Representative		By Any Supervisor	At-Large
Batul N. Alsaigh (Appointed 7/12 by Foust) Term exp. 6/15	Consumer #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carol Ann Coryell; appointed 6/05-6/08 by Frey) Term exp. 6/11 *Resigned*	Consumer #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Samuel Jones; appointed 12/09 by Gross) Term exp. 6/12 *Resigned*	Provider #1 Representative	**Ananth Thyagarajan** (Bulova)	By Any Supervisor	At-Large
Dave Lucas (Appointed 12/10-7/12 by Hyland) Term exp. 6/15	Provider #2 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3 years)

[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

Braddock - 3	Lee - 2	Providence - 1
Dranesville - 2	Mason - 2	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 3	Sully - 2

Incumbent History	Requirement	Nominee	Supervisor	District
Carole L. Herrick (Appointed 6/06 by DuBois; 6/09-7/12 by Foust) Term exp. 6/15 *(Dranesville District Resident)*	At-Large Representative		By Any Supervisor	At-Large
Esther McCullough (Appointed 3/00-11/02 by Hanley; 12/05-12/08 by Connolly; 3/12 by Bulova) Term exp. 12/14 *(Sully District Resident)*	Citizen #10 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Jennifer Dannick (Appointed 7/10 by Bulova; 7/11 by Cook) Term exp. 7/15	Braddock District #1 Representative		Cook	Braddock
VACANT (Formerly held by Richard Gonzalez; appointed 7/97-7/05 by Kauffman; 8/09 by McKay) Term exp. 7/13 *Resigned*	Lee District #1 Representative		McKay	Lee

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Eileen Nelson; appointed 3/04-6/07 by Connolly; 6/10 by Bulova) Term exp. 6/13 *Resigned*	At-Large Chairman's Representative		Bulova	At-Large Chairman's
William Uehling (Appointed 3/10-7/12 by Bulova) Term exp. 6/15	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 *Resigned*	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 *Resigned*	Lee District Representative		McKay	Lee
Tina Montgomery (Appointed 9/10-6/11 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

ROAD VIEWERS BOARD (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08-11/13 by Herrity) Term exp. 12/14 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Suchada Langley; appointed 11/11-12/11 by Hudgins) Term exp. 12/14 *Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 *Resigned*	Fairfax County #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Cleveland Williams; appointed 12/11-3/13 by Hudgins) Term exp. 3/15 *Resigned*	Fairfax County #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Diamond; appointed 3/07-4/13 by Hudgins) Term exp. 3/15 *Resigned*	Fairfax County #8 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 *Deceased*	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Evelyn McRae; appointed 6/98-8/01 by Hanley; 12/04-1/08 by Connolly; 4/11 by Bulova) Term exp. 1/14 *Resigned*	Tenant Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 *Resigned*	Tenant Member #3 Representative		By Any Supervisor	At-Large

TRAILS AND SIDEWALKS COMMITTEE (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Jan Reitman (Appointed 3/08-1/12 by Gross) Term exp. 1/14	Mason District Representative		Gross	Mason

TREE COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Dean Dastvar; appointed 11/13 by Herrity) Term exp. 10/16 *Resigned*	Springfield District Representative		Herrity	Springfield

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2 YEARS)

Incumbent History	Requirement	Nominee	Supervisor	District
Michael Bogasky (Appointed 2/13 by Smyth) Term exp. 2/15	Residential Owners and HOA/Civic Association Representative #1		Smyth	Providence

WETLANDS BOARD (5 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Elizabeth Martin (Appointed 11/09 by Gross) Term exp. 12/13	At-Large #1 Representative		By Any Supervisor	At-Large

Board Agenda Item
July 28, 2015

10:40 a.m.

Items Presented by the County Executive

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 1

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

ISSUE:
Board of Supervisors' action to reinstate into active status an individual who has completed her continuing education requirements pursuant to the adopted criteria and recommendation of the Advisory Plans Examiner Board; and, to designate one individual as a Plans Examiner to participate in the Expedited Land Development Review Program.

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

- Reinstate the following individual, identified with her registration number, as Plans Examiner:

  Camylyn Lewis DPE #254 – Inactive on 7/21/2008

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

  John Anthony Cardenas #311

TIMING:
Routine.

BACKGROUND:
On August 7, 1989, the Board adopted Chapter 117 (Expedited Land Development Review) of *The Code of the County of Fairfax, Virginia*, (The Code) establishing a Plans Examiner Program under the auspices of an Advisory Plans Examiner Board (APEB). The purpose of the Plans Examiner Program is to expedite the review of site and subdivision plans submitted by certain specially qualified applicants, i.e., Plans Examiners, to the Land Development Services, Department of Public Works and Environmental Services.

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

Reinstatement of Plans Examiner Status: Individuals are provided with information concerning requirements for reinstatement as an active DPE at the time they are placed on inactive status.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After review of their applications and credentials, the APEB has found that the candidate listed above satisfies these requirements. This finding was documented in a letter dated July 7, 2015, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Bulova.

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Letters dated May 15, 2015 and July 7, 2015, from the Chairman of the APEB to the Chairman of the Board of Supervisors.

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
William D. Hicks, P.E., Director, DPWES, Land Development Services

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Terrance C. Ryan PhD, P.E.

May 15, 2015

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

Dear Chairman Bulova:

The Board of Supervisors approved the following individual as Designated Plans Examiner but her status was changed to inactive. She wishes to reactivate her status and has met the requirements set out by the reinstatement panel. She has been found to meet the qualifications outlined in Chapter 117-1-2 of the Code of Fairfax County and to be in accordance with the criteria adopted by the Fairfax County Board of Supervisors.

Camylyn Lewis - #254 --- Inactive 7/21/2008

It is recommended by the Fairfax County Advisory Plans Examiner Board that she be granted active status.

Following the Board of Supervisors' approval of this recommendation, she will be notified of this change.

Sincerely,

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

Received
JUN 2 2015
Land Development Services
Directors Office

Engineers & Surveyors Institute
Founded 1987

Engineers & Surveyors Institute

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July 7, 2015

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

Dear Chairman Bulova:

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

Name	Reg. No.
John Anthony Cardenas	#311

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

Sincerely,

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

Received
JUL 17 2015
Land Development Services
Directors Office

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 2

Appointment of Members to the Fairfax-Falls Church Community Policy and Management Team

ISSUE:
In order to fulfill Virginia Code requirements, Fairfax-Falls Church Community Policy and Management Team (CPMT) Bylaws provide for two representatives of private organizations or associations of providers for children's or family services, one parent representative as a state-mandated member and up to three (3) parent representatives who are not employees of any public or private provider of services to youth to be approved by the CPMT and the Board of Supervisors for terms of up to two years. Re-appointments may be made for additional consecutive terms upon approval of the CPMT and the Board of Supervisors.

RECOMMENDATION:
The County Executive recommends that the Board re-appoint Sandy Porteous of Phillips Programs in Annandale for a term to expire on June 30, 2017, as a provider representative member of the CPMT.

The County Executive recommends that the Board re-appoint Staci Alexander, Cristy Gallagher, Jessie Georges, and Kelly Henderson for a term to expire on June 30, 2017, as parent representative members of the CPMT.

TIMING:
Board action is requested on July 28, 2015.

BACKGROUND:
As required under the Virginia Comprehensive Services Act (CSA), the Fairfax County Board of Supervisors and the Fairfax and Falls Church City Councils established a joint Community Policy and Management Team and appointed original members in October 1992. Members include the Deputy County Executive for Human Services, one representative each from the Cities of Fairfax and Falls Church, The Directors of the Community Services Board, Juvenile and Domestic Relations District Court, Department of Health, Family Services, Neighborhood and Community Services, Administration for Human Services, three representatives of the Fairfax County Public

Schools, one representative of the Falls Church City Public Schools, two representatives of private providers of children's and family's services, one community representative and four parent representatives.

On June 26, 2015 the CPMT nominated to the Board of Supervisors Sandy Porteous of Phillips Programs in Annandale for re-appointment as a CPMT provider representative. It is requested that Ms. Porteous' term expire on June 30, 2017 to initiate staggered terms for provider representatives as required by the CPMT Bylaws. The CPMT also nominated to the Board of Supervisors Staci Alexander, Cristy Gallagher, Jessie Georges, and Kelly Henderson for re-appointment as parent representatives to the CPMT for a two-year term.

FISCAL IMPACT:
Parent representatives are reimbursed a stipend of $100 for their participation in the meetings from program administrative funds.

ENCLOSED DOCUMENTS:
None

STAFF:
Patricia Harrison, Deputy County Executive
Janet Bessmer, Program Manager, Comprehensive Services Act

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 3

Approval of "$200 Additional Fine for Speeding" Signs and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Hunter Mill, Braddock and Providence Districts)

ISSUE:
Board endorsement of "$200 Additional Fine for Speeding" signs and "Watch for Children" signs, as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment I) for the installation of "$200 Additional Fine for Speeding" signs on the following roads:

- Inverchapel Road from Braddock Road to Hatteras Lane (Braddock District).
- New Providence Drive from Fairview Park Drive to Inversham Drive (Providence District).

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

- Francis Young Lane (Hunter Mill District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved "Watch for Children" signs as soon as possible. The County Executive also recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved"$200 Additional Fine for Speeding" signs as soon as possible.

TIMING:
Board action is requested on July 28, 2015.

BACKGROUND:
Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of $200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have

a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed and volume criteria are met. Inverchapel Road, from Braddock Road to Hatteras Lane, (Attachment II) and New Providence Drive, from Fairview Park Drive to Inversham Drive, (Attachment III) meet the RTAP requirements for posting of the "$200 Additional Fine for Speeding Signs" (Braddock and Providence Districts). On February 6, 2015, and April 28, 2015, FCDOT received written verification from the appropriate local supervisors confirming community support.

The RTAP allows for installation of "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On June 9, 2015, FCDOT received written verification from the appropriate local supervisor confirming community support for the referenced "Watch for Children" sign on Francis Young Lane.

FISCAL IMPACT:
Funding in the amount of $150 for a "Watch for Children" sign associated with the Francis Young Lane project is available in Fund100-C10001, General Fund, under Job Number 40TTCP. For the "$200 Additional Fine for Speeding" signs an estimated cost of $600 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment I: "$200 Additional Fine for Speeding" Signs Resolution – Inverchapel Road and New Providence Drive
Attachment II: Area Map of Proposed "$200 Additional Fine for Speeding" Signs – Inverchapel Road
Attachment III: Area Map of Proposed "$200 Additional Fine for Speeding" Signs – New Providence Drive

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

Attachment I

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS
INVERCHAPEL ROAD (BRADDOCK DISTRICT)
NEW PROVIDENCE DRIVE (PROVIDENCE DISTRICT)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, July 28, 2015, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Inverchapel Road, from Braddock Road to Hatteras Lane, and New Providence Drive, from Fairview Park Drive to Inversham Drive. Such roads also being identified as a Local Roads; and

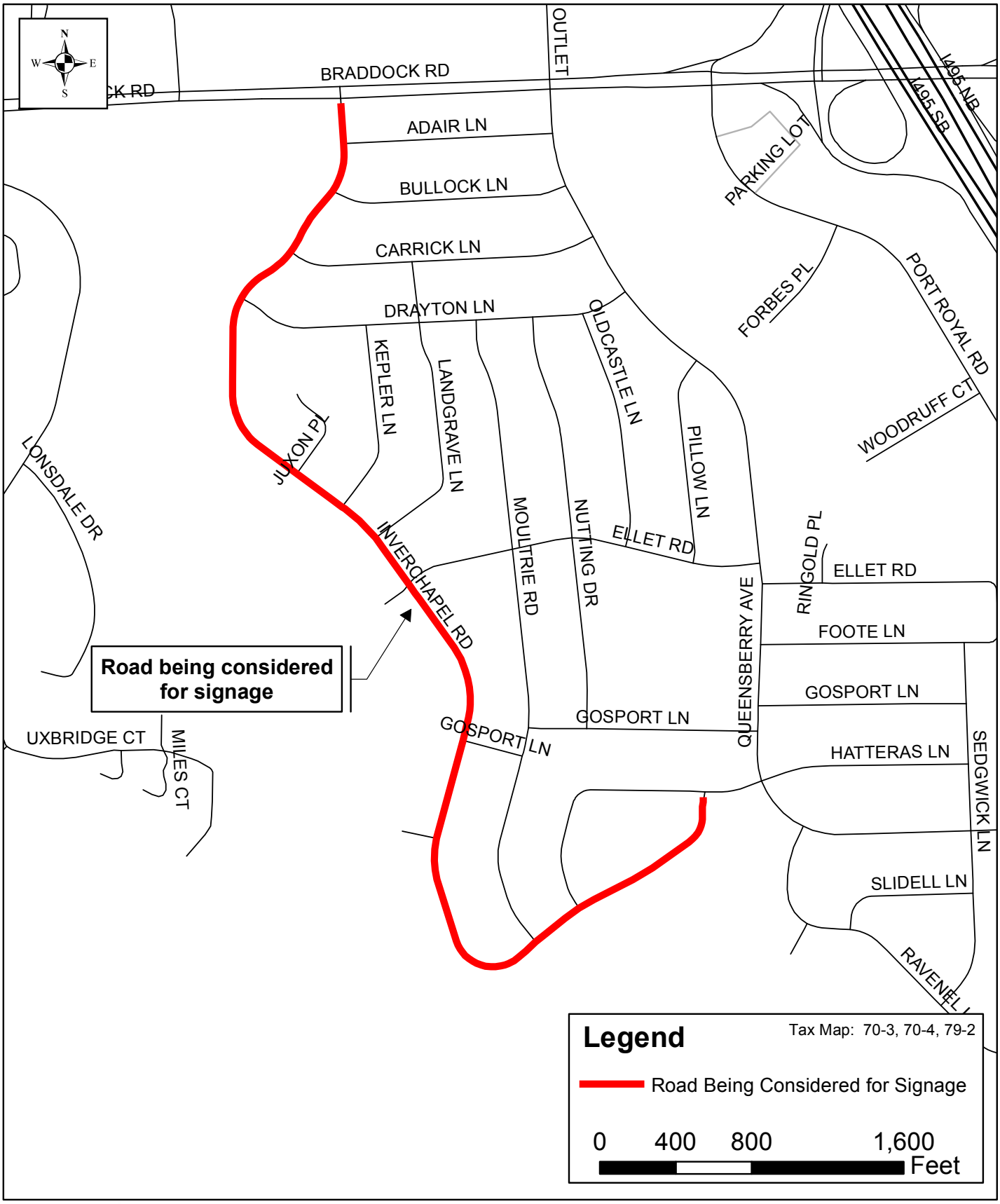
WHEREAS, community support has been verified for the installation of $200 Additional Fine for Speeding" signs on Inverchapel Road and New Providence Drive.

NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Inverchapel Road from Braddock Road to Hatteras Lane and New Providence Drive from Fairview Park Drive to Inversham Drive.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "$200 Additional Fine for Speeding", and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

A Copy Teste:

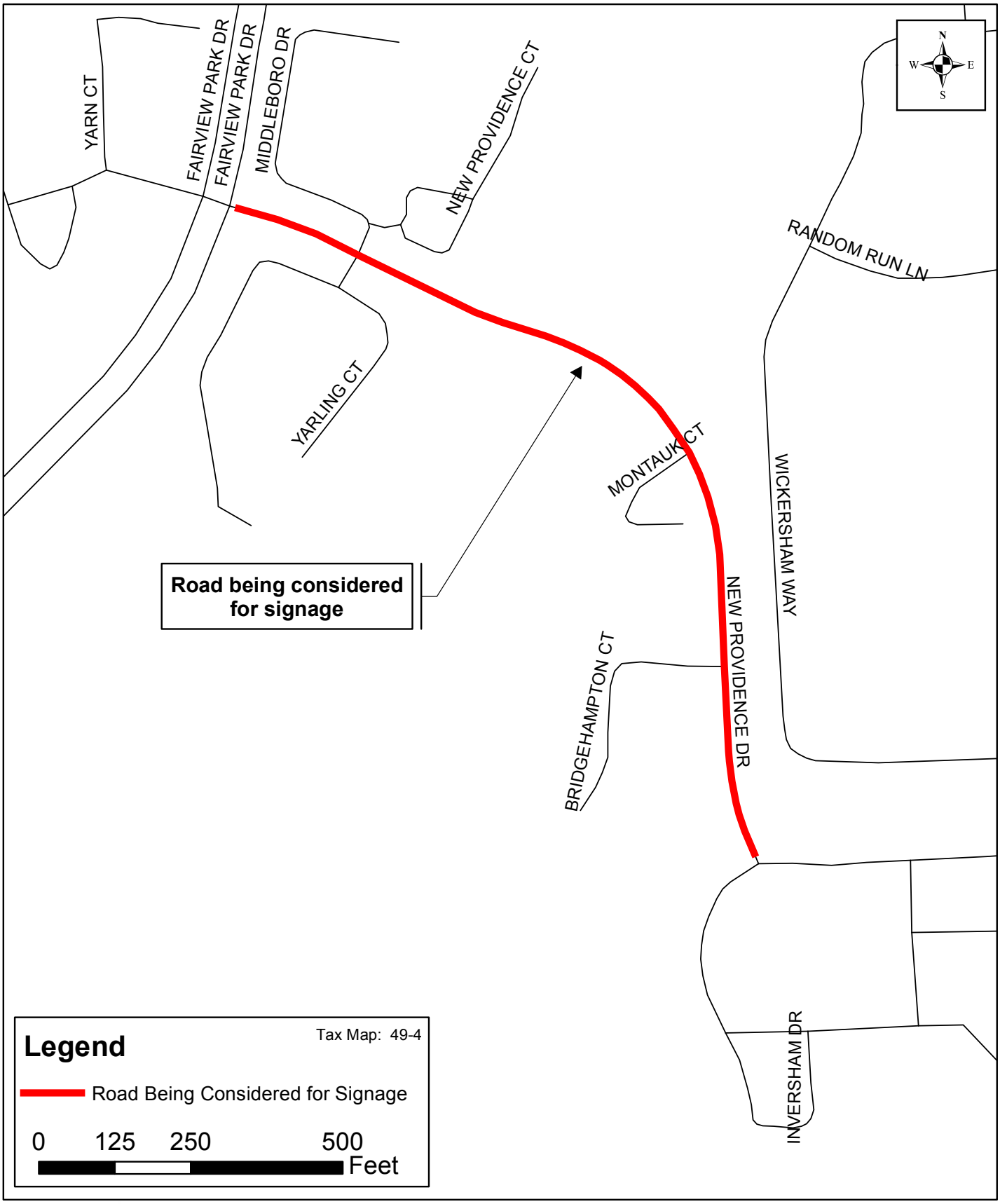
_____
Catherine A. Chianese
Clerk to the Board of Supervisors



JUNE 2015

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED $200 FINE FOR SPEEDING
INVERCHAPEL ROAD
Braddock District

A Fairfax County, Va., Publication



JUNE 2015

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED $200 FINE FOR SPEEDING
NEW PROVIDENCE DRIVE
Providence District

A Fairfax County, Va., Publication

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Tysons Woods Temporary Residential Permit Parking District, District T4 (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to establish Tysons Woods Temporary Residential Permit Parking District (RPPD), District T4.

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

TIMING:
The Board should take action on July 28, 2015, to advertise a public hearing for September 22, 2015, at 4:00 p.m.

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

The board representative of Tysons Woods Civic Association submitted a written request to the Providence District Magisterial Office on June 8, 2015, on behalf of its members to establish a temporary RPPD. A construction project to expand the Navy Federal Credit Union headquarters in Vienna, Virginia, is expected to include a four story, over 230,000 square foot office building, a parking structure, and a pedestrian bridge over Electric Avenue. Projected to last approximately two years, this project is scheduled to begin at Navy Federal Credit Union property on the south side of Electric

Avenue in Fall 2015. This site currently contains parking lots that will be closed during the expansion project and residents are anticipating spillover employee parking in the surrounding neighborhood.

The temporary RPPD request includes the following streets: Betterton Court, Chestertown Drive, Connirae Lane, Craigo Court, Electric Avenue from the Navy Federal Credit Union eastern property boundaries to Woodford Road, Idylwood Road from Richelieu Drive to the end, Litwalton Court, Malraux Drive, Minerva Court, Richelieu Drive, and Woodford Road from Electric Avenue to the northern property boundary of 2136 Woodford Road; west side only. This excludes areas designated as "No Parking" by the Virginia Department of Transportation (VDOT).

If the Board approves the establishment of the temporary RPPD, staff and the board representative of the Tysons Woods Civic Association have agreed that the restriction will be phased in as needed. Specifically, upon approval of the RPPD, initial sign installation will be limited to Betterton Court, Chestertown Drive from Richelieu Drive north to the cul-de-sac end, Electric Avenue from the Navy Federal Credit Union eastern property boundaries to Woodford Road, and Litwalton Court from Chestertown Drive to Connirae Lane.

Upon completion of the construction project, staff will notify the residents by mail of the termination of the temporary RPPD, and the signage will be removed.

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

FISCAL IMPACT:
The cost of sign installation and subsequent removal is estimated at $3,500 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *the Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of the Temporary RPPD
Attachment III: Map Depicting Proposed Limits of Initial Sign Installation: Phase 1

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

Attachment I

Appendix G

G-T4 Tysons Woods Temporary Residential Permit Parking District.

(a) *Purpose and Intent*. The Tysons Woods Temporary Residential Permit Parking District is established to protect this residential area from unreasonable burdens in gaining access to their property during the Navy Federal Credit Union expansion project.

(b) *District Designation*.

(1) The Tysons Woods Temporary Residential Permit Parking District is designated as Residential Permit Parking District T4, for the purposes of signing and vehicle decal identification.

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

Betterton Court (Route 5067)*:*
From Chestertown Drive to cul-de-sac inclusive

Chestertown Drive (Route 5071)
From Richelieu Drive to cul-de-sac inclusive

Connirae Lane (Route 5073)*:*
From Litwalton Court to Woodford Road

Craigo Court (Route 5042)*:*
From Idylwood Road to cul-de-sac inclusive

Electric Avenue (Route 5074)*:*
From the Navy Federal Credit Union eastern property boundaries to Woodford Road

Idylwood Road (Route 695)*:*
From Richelieu Drive to the end

Litwalton Court (Route 5072)*:*
From Chestertown Drive to cul-de-sac inclusive

Malraux Drive (Route 4365)

Minerva Court (Route 4364)*:*
From Richelieu Drive to cul-de-sac inclusive

Richelieu Drive (Route 4363)*:*
From Chestertown Drive to Malraux Drive

Woodford Road (Route 697)*:*
From Electric Avenue to the northern property boundary of 2136 Woodford Road; west side only

(c) *District Provisions*.

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

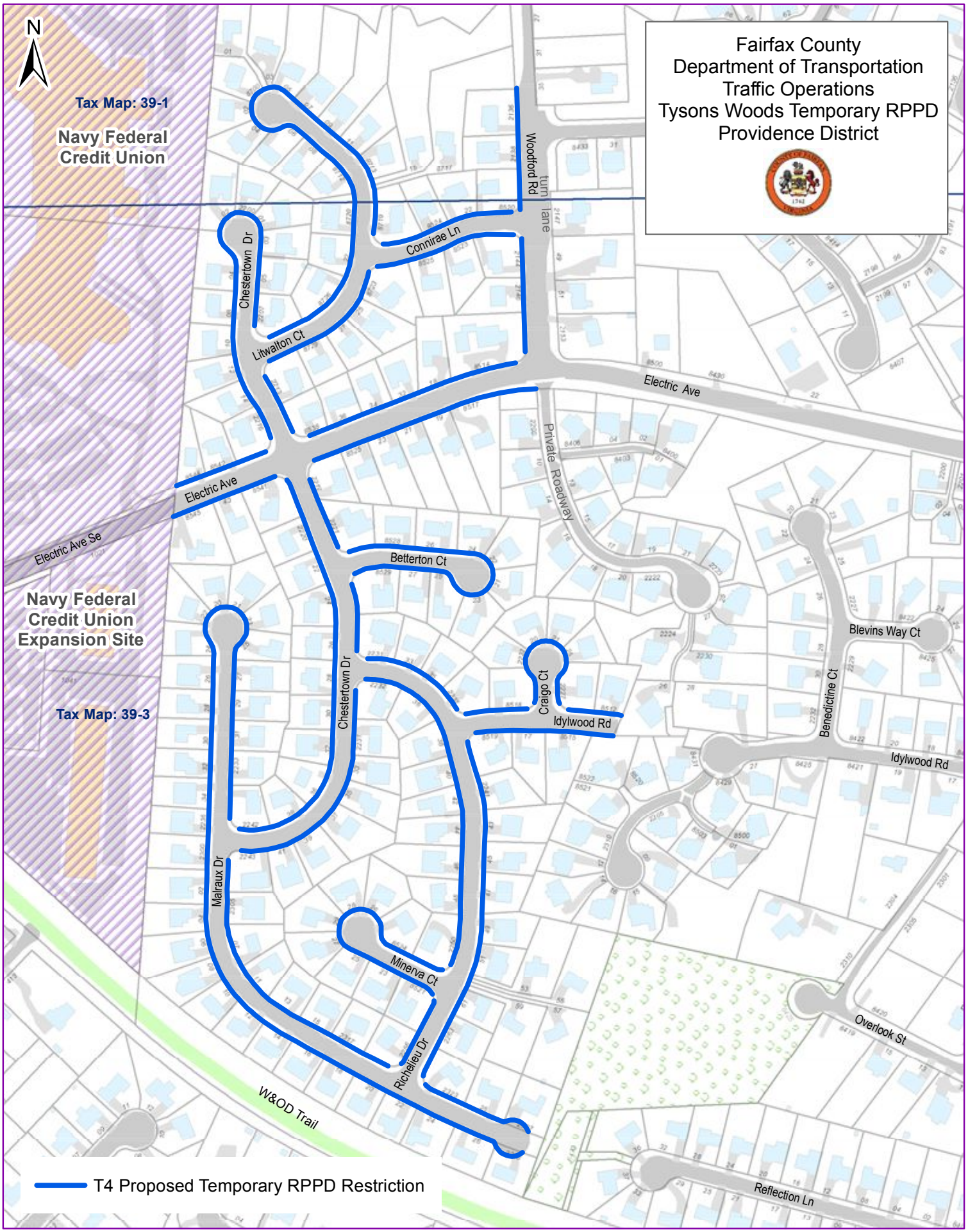
(2) Within the Tysons Woods Temporary Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 4:00 p.m., Monday - Friday, except as permitted by the provisions of Article 5A of Chapter 82.

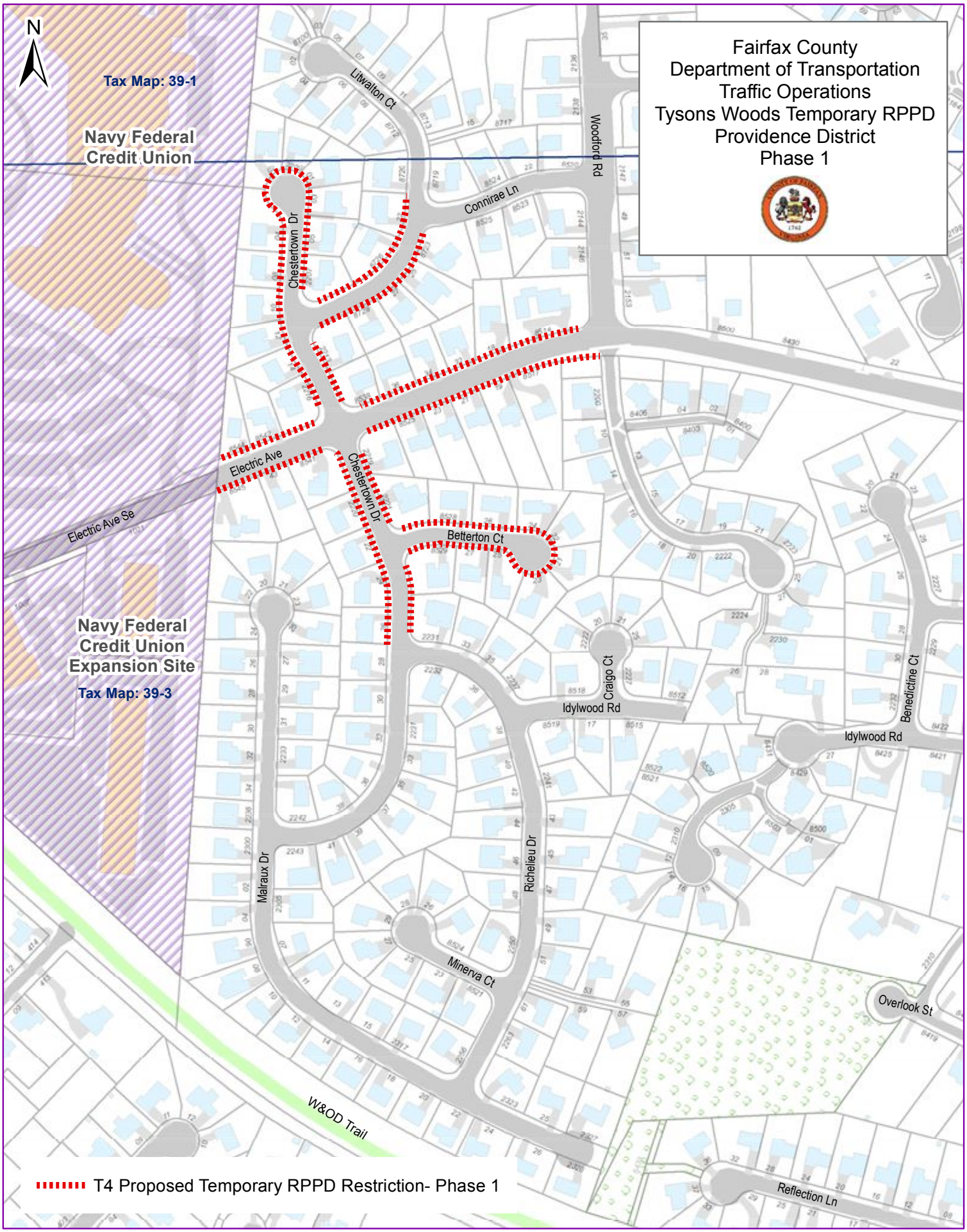
(3) All permits and visitor passes for the Tysons Woods Temporary Residential Permit Parking District shall expire on September 30, 2016. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING
8:00 a.m. - 4:00 p.m.
Monday-Friday
Except by Permit
District T4

Attachment II




Fairfax County
Department of Transportation
Traffic Operations
Tysons Woods Temporary RPPD
Providence District
Phase 1
N
Tax Map: 39-1
Navy Federal Credit Union
Navy Federal Credit Union Expansion Site
Tax Map: 39-3
Liwalton Ct
Woodford Rd
Connirae Ln
Chestertown Dr
Electric Ave
Electric Ave Se
Betterton Ct
Craigo Ct
Idylwood Rd
Benedictine Ct
Malraux Dr
Richelieu Dr
Minerva Ct
Overlook St
W&OD Trail
Reflection Ln
T4 Proposed Temporary RPPD Restriction- Phase 1

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 5

Extension of Review Period for 2232 Applications (Hunter Mill, Providence, and Sully 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: 2232-H15-7, FS-P15-10, and FS-Y15-16.

TIMING:
Board action is required on July 28, 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:

Board Agenda Item
July 28, 2015

2232-H15-7	Metropolitan Washington Airports Authority, Virginia Department of Rail and Public Transportation, and Washington Metropolitan Area Transit Authority 12530 Sunrise Valley Drive Herndon, VA Hunter Mill District Accepted June 3, 2015 Extend to August 2, 2015
FS-P15-10	Smartlink, LLC 7701 Shreve Road Falls Church, VA Providence District Accepted May 19, 2015 Extend to October 16, 2015
FS-Y15-16	Cellco Partnership d/b/a Verizon Wireless 13560 McLearen Road Herndon, VA Sully District Accepted June 9, 2015 Extend to November 6, 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

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Approval of an Agreement to Adjust the Common Boundary of the Town of Herndon and Fairfax County (Dranesville District)

ISSUE:
Authorization from the Board of Supervisors is requested to advertise a public hearing to consider approval of an agreement to adjust the common boundary of the Town of Herndon and Fairfax County.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing to consider approval of an agreement to adjust the common boundary of the Town of Herndon and Fairfax County.

TIMING:
Board action is requested on July 28, 2015, to provide sufficient time to advertise the proposed public hearing for September 22, 2015, at 3:30 p.m.

BACKGROUND:
The Town of Herndon ("Town"), through its Town Attorney, has recently proposed a voluntary agreement for a boundary line adjustment to incorporate a single-family residence into the Town. The property is described in Attachment 1 and the proposed agreement to adjust the common boundary of the Town of Herndon and Fairfax County is set forth in Attachment 2.

While the property is located within Fairfax County, the only roadway access to the property is through the Town. Because of the unique practical and physical factors related to the property, the property receives water, refuse, recycling, and public street snow removal and waste removal services from the Town. Incorporation of the property into the Town is requested so that the boundaries of the property are aligned with the effective and efficient provision of benefits and services. The boundary adjustment is not intended to otherwise affect or diminish Fairfax County.

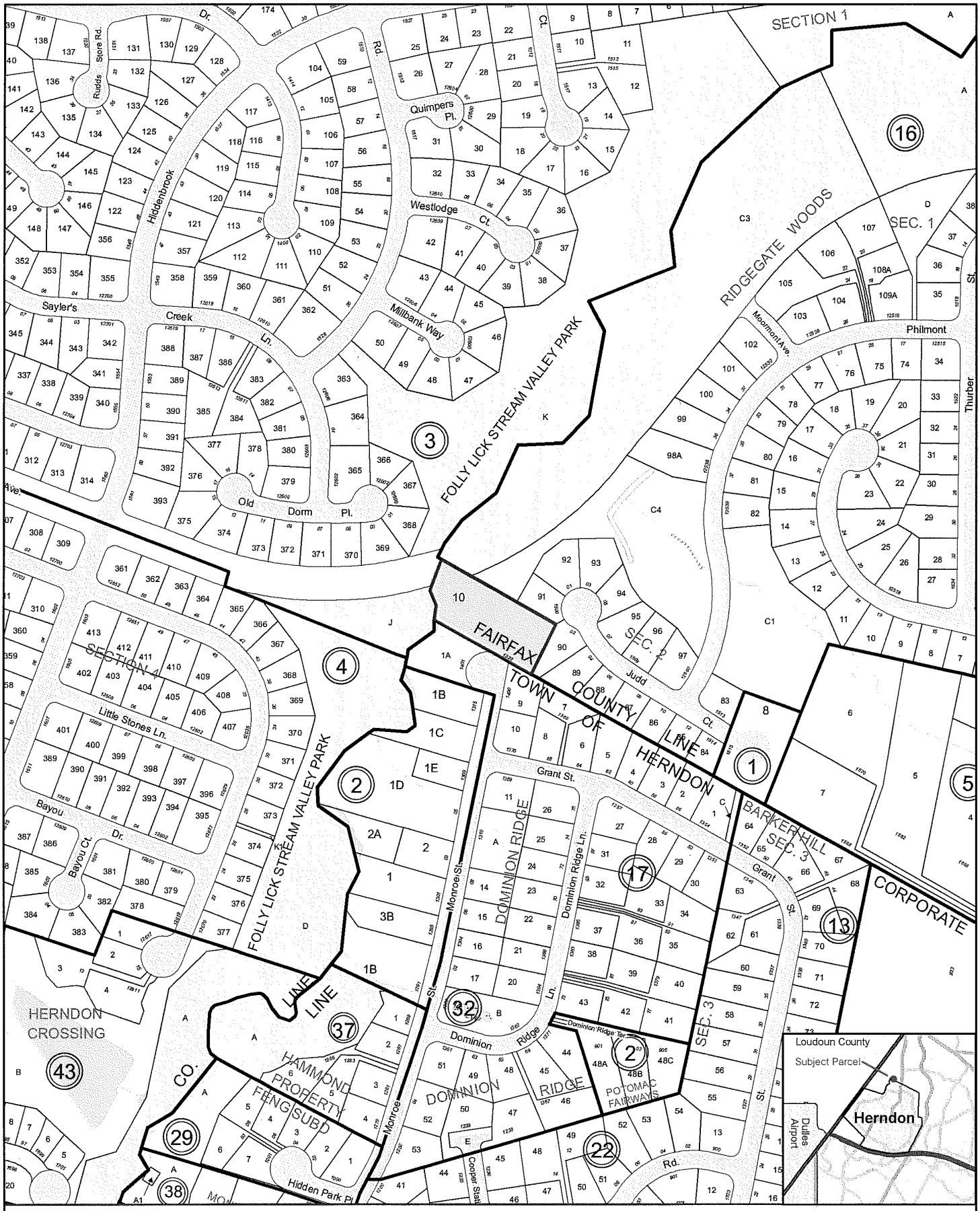
In accordance with Va. Code Ann. § 15.2-3106, establishment of the new boundary requires advertisement of the intent of the County and the Town to adopt an agreement to change the boundary, a public hearing on the agreement by each jurisdiction prior to its adoption and entry of an order by the Circuit Court establishing the new boundary line. Under the terms of the proposed agreement, the Town is responsible for the costs of all engineering work, advertising costs and other incidental costs of implementing the Agreement. Each party is responsible for its own attorney's fees.

Board Agenda Item
July 28, 2015

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Draft Agreement between the Board of Supervisors and the Town of Herndon

STAFF:
Gail P. Langham, Deputy County Attorney



Subject Property

Park Land

1322 Monroe St

Parcel ID 0102 01 0010

ATTACHMENT 1

N

Map By Fairfax County GIS and Mapping Services
July 2015 #2635

AGREEMENT

This Agreement dated _____, for identification purposes, between the Board of Supervisors of Fairfax County, Virginia (Board) and the Town of Herndon, Virginia (Town).

Provides

Town exists as a municipal corporation within Fairfax County and the Town and its citizens derive many important benefits and services from this relationship.

Board and Town enjoy a strong and mutually beneficial relationship at a legislative level and at a staff level, so that issues and concerns affecting both parties may be addressed and resolved efficiently and simply.

Abutting Town's northern boundary lies a parcel of land improved by one single family detached dwelling unit, owned and occupied solely by Mark A. Carolla and Leann P. Carolla, husband and wife, as recorded in the deed dated September 30, 2004, Fairfax County Deed Book 16557, page 1533 and as described by survey prepared by Burgess & Niple, attached hereto as Exhibit A.

The above described real estate bears Fairfax County tax parcel number 010-2-01-0010 and shall be referred to in this agreement as "the real estate." As evidenced by their signatures below, Mark A. Carolla and Leeann P. Carolla (Carolla) have expressed their desire to the Town and the Board to have the real estate incorporated into the Town, so that the boundaries of the real estate are aligned with the effective and efficient provision of County benefits and services by the County and localized municipal benefits and services by the Town.

Because the real estate lies on the Town's border in such a way that the real estate appears to be in the Town and because of other unique practical and physical factors related to the real estate, Board and Town have cooperated so that Carolla receives sanitary sewer service

from Fairfax County and water, refuse, recycling, public street snow removal, bulk pick up, and leaf and yard waste removal from the Town.

The Board and the Town propose to agree to a boundary line adjustment under § 15.2-3106, Code of Virginia, to incorporate the real estate into the Town, without otherwise in any way affecting or diminishing Fairfax County.

THEREFORE in consideration of the mutual benefits and obligations of this Agreement, and of $1.00 paid by each party to the other, the parties hereby agree as follows:

1. The real estate is amended as set forth in the metes and bounds description set forth in Exhibit B ("the Metes and Bounds Description) and by the above-referenced plat dated _____ prepared by Burgess & Niple ("the Plat") and attached as Exhibit A. Effective January 1, 2016 and beyond, under the authority of § 15.2-3106, Code of Virginia (1950), as amended, the real estate is incorporated into the Town and the boundary of the Town is amended as described in this Agreement, upon compliance with the procedural terms of this Agreement. Compliance shall be evidenced by the issuance under § 15.2-3106, Code of Virginia of the order of the Circuit Court of Fairfax County approving this Agreement. The Town's boundaries, as shown in the Metes and Bounds Description and on the Plat, are enlarged accordingly. Except for the incorporation of the real estate into the Town, this Agreement shall not in any way affect or diminish the geographic or other attributes of Fairfax County or of the Board.

2. Board shall continue to provide according to its prescribed terms and fees sanitary sewer service to the improvements and their occupants on the real estate.

3. Town shall continue to provide according to its prescribed terms and fees, public water, refuse recycling, public street snow removal, bulk pick up, and leaf and yard waste removal to the improvements and their occupants on the real estate.

4. Town shall provide and pay for all the engineering work to support this boundary line adjustment.

5. To the extent ethically and practically possible, Town shall provide the greater part of the legal work to have each party after an advertised public hearing adopt appropriate measures, if that be the legislative will of the Board and of the Town, to approve and adopt this Agreement and to direct its further judicial review and eventual approval by the Circuit Court of Fairfax County, Virginia.

6. Town shall on demand reimburse County for County's advertising costs and other incidental costs of carrying out the terms of this Agreement, except that each party shall pay its own attorney's fees.

7. Town shall notify the Secretary of the Commonwealth and any other competent agency or official of the eventual approval of this Agreement. The requirement of seeking preclearance from the United States Justice Department under the United States Voting Rights Act is no longer operative and not currently necessary. However, if such a requirement again becomes necessary, at a time that affects this Agreement, the parties will cooperate in seeking preclearance under the Board's lead. The parties declare that this Agreement and the boundary line adjustment that it puts in place do not have the purpose and will not have the effect of denying or abridging anyone's right to vote on account of race or color.

OFFICE OF THE TOWN ATTORNEY

8. If either party or the Fairfax County Circuit Court fails to approve this Agreement by December 31, 2017, this Agreement shall on and after January 1, 2018, be void.

9. The parties will use their best efforts to approve and obtain judicial approval of this Agreement so it will become effective January 1, 2016, the agreed upon effective date. If the parties are unable to achieve judicial approval so that Agreement reasonably becomes effective on January 1, 2016, then this Agreement shall be effective on and after the first day of the first full calendar month following the date of judicial approval.

Board of Supervisors of Fairfax County, Virginia

By_____
Sharon Bulova, Chair

Date _____

Attest:

_____
Clerk of the Board

Approved as to form:

_____
County Attorney

OFFICE OF THE TOWN ATTORNEY

Town of Herndon, Virginia

By _____
Lisa C. Merkel, Mayor

Date _____

Attest:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

_____
Mark A. Carolla

_____
Leeann P. Carolla

OFFICE OF THE TOWN ATTORNEY

SURVEY PREPARED BY
BURGESS & NIPLE

(to be provided upon completion)

EXHIBIT A

Metes and Bounds Description of

BOUNDARY LINE ADJUSTMENT
BETWEEN
THE TOWN OF HERNDON AND FAIRFAX COUNTY, VIRGINIA

Beginning at a point in Folly Lick Branch at the Southwest corner of the Mark A. Carolla & Leeann P. Carolla Property and the North corner of the Town of Herndon Property located on the existing Town of Herndon/Fairfax County boundary, thence with Folly Lick Branch, the following courses and distances being meander lines of convenience:

N04°10'36"E 33.46'
N22°03'57"W 39.93'
N24°29'19"E 89.30 to a point, thence;

leaving Folly Lick Branch, S61°34'16"E 350.69' with the Fairfax County Park Authority, Herndon Chase HOA and Aliaksei Yakimovich Property to a point on the West boundary of the Brendan C. Smith Property thence;

S28°25'44"W 145.00' with the West line of Brendan C. Smith Property to a point on the North line of the Srikanth A. Somayyajula Property and returning to the existing Town of Herndon Municipal Boundary, now including all of the property described by deed recorded at deed book 16557, PG 1553 within the Town of Herndon boundary.

EXHIBIT B

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 7

Additional Time to Commence Construction for Special Exception SE 2013-LE-005, Franconia Square LLC, d/b/a Shell Oil Co. (Lee District)

ISSUE:
Board consideration of additional time to commence construction for SE 2013-LE-005, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twelve (12) months additional time for SE 2013-LE-005 to June 3, 2016.

TIMING:
Routine.

BACKGROUND:
Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On December 3, 2013, the Board of Supervisors approved Special Exception SE 2013-LE-005, subject to development conditions. These applications were filed in the name of Franconia Square, LLC (d/b/a Shell Oil Co.) for the purpose of permitting a service station within the C-5 zoning district for property located at 6136 Franconia Road, Tax Map 81-3 ((4)) 4A (see Locator Map in Attachment 1). The service station, a Category 6 special exception use, is permitted pursuant to Section 9-611 of the Zoning Ordinance and is subject to the use limitations of Section 7-608. SE 2013-LE-005 was approved with a condition that the use be established or construction commenced and diligently prosecuted within eighteen (18) months of the approval date unless the Board grants additional time. The development conditions for SE 2013-LE-005 are included as part of the Clerk to the Board's letter contained in Attachment 2.

SE 2013-LE-005 was submitted and approved in response to a Notice of Violation issued on June 21, 2012 by the Department of Code Compliance for the expansion of an existing service station use in violation of Special Permit S-168-74. The Property is further subject to an Agreed Final Order issued by the Circuit Court of Fairfax County on April 25, 2014 (See Attachment 3).

On March 20, 2015, the Department of Planning and Zoning (DPZ) received a letter dated March 20, 2015, from Roland Joun, agent for the Applicant, requesting twelve (12) months of additional time (see Attachment 4). Mr. Joun's letter incorrectly states the approval and expiration date of the Special Exception as December 4, 2013 and June 24, 2015, respectively. Based upon the approval of the Special Exception by the Board of Supervisors on December 3, 2013, the Special Exception would have expired on June 3, 2015. The approved Special Exception will not expire pending the Board's action on the request for additional time.

Mr. Joun states substantial delay has occurred due to the original engineer/site design company not fulfilling its obligation to prepare and obtain final approval of the site plan. The Agree Final Order specifies certain timeframes by which the use of the site as a storage yard was to cease (5 days), unpermitted signs were to be removed (5 days), a site plan was to be submitted (45 days), revisions to the site plan were to be made in response to County comments (30 days), and building permit applications were to be submitted (90 days), among others. A site plan was submitted to the Department of Public Works and Environmental Services (DPWES) on June 17, 2014 and was disapproved on August 4, 2014. A revised site was submitted to DPWES on May 15, 2015, and, as of this writing, is currently under review.

Given the delay in the submission and prosecution of the site plan, the Agreed Final Order must be amended to modify the deadlines noted above. An amended Agreed Final Order has been submitted to the Applicant's legal counsel for review. The parties are currently memorializing the deadlines for commencement and completion of the required work on the subject property. As a result, an amended Agreed Final Order will be submitted to the Circuit Court for entry.

Staff has reviewed Special Exception SE 2013-LE-005 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a service station in C-5 zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SE 2013-LE-005 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of

SE 2013-LE-005 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months additional time is in the public interest and recommends that it be approved.

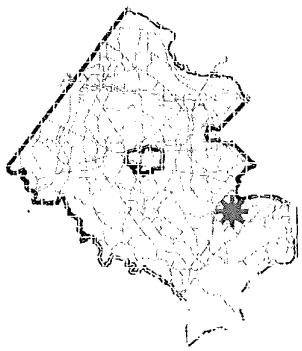
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated December 4, 2013, to John Manganello
Attachment 3: Agreed Final Order by Circuit Court of Fairfax County
Attachment 4: Letter dated March 20, 2015, to Barbara Berlin

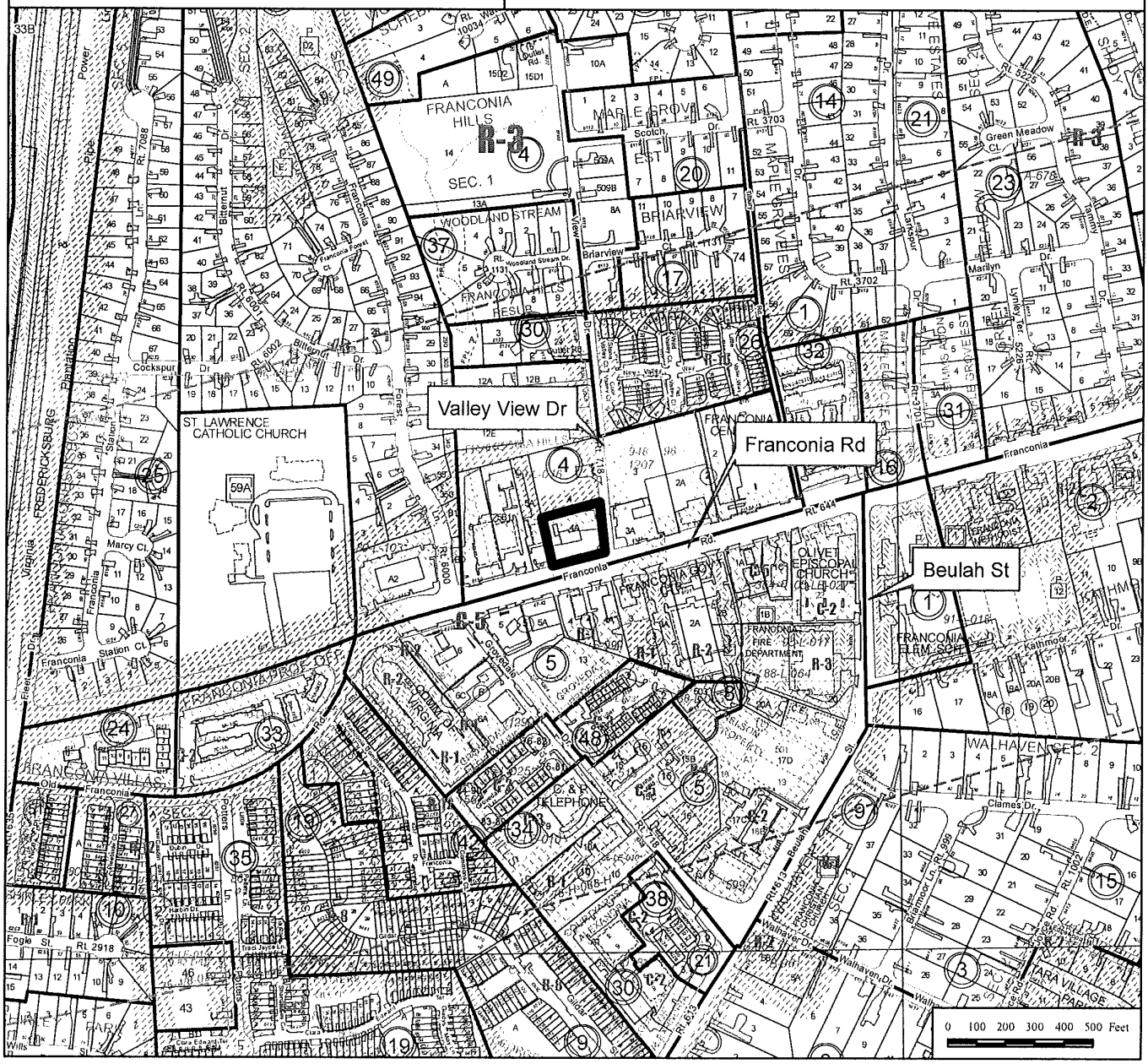
STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ
Paul Emerick, Assistant County Attorney
Stephen Gardner, Staff Coordinator, ZED, DPZ

Special Exception

SE 2013-LE-005



Applicant:	FRANCONIA SQUARE, LLC
Accepted:	04/05/2013
Proposed:	SERVICE STATION
Area:	32088 SF OF LAND; DISTRICT - LEE
Zoning Dist Sect:	07-0607
Art 9 Group and Use:	6-07
Located:	6136 FRANCONIA ROAD, ALEXANDRIA, VA 22310
Zoning:	C- 5
Plan Area:	4,
Overlay Dist:	HC
Map Ref Num:	081-3- /04/ /0004A



ATTACHMENT 2

County of Fairfax, Virginia

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

December 4, 2013

John Manganello
Land Development Consultants, Inc.
10805 Main Street, Suite 700
Fairfax, VA 22030

Re: Special Exception Application SE 2013-LE-005

Dear Mr. Manganello:

At a regular meeting of the Board of Supervisors held on December 3, 2013, the Board approved Special Exception Application SE 2013-LE-005 in the name of Franconia Square, LLC. The subject property is located at 6136 Franconia Road, on approximately 32,088 square feet of land, zoned C-5 and HC in the Lee District [Tax Map 81-3 ((4)) 4A]. The Board's action permits a service station, pursuant to Section 7-607 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. This Special Exception is granted only for the purpose(s), structure(s), and/or use(s) indicated on the Special Exception Plat approved with this application, as qualified by these development conditions. A copy of the Special Exception conditions shall be displayed in a visible location to customers.

   This Special Exception is subject to the provisions of Article 17 of the Zoning Ordinance, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any site plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception plat entitled Franconia Shell and prepared by Land Development Consultants, Inc., containing seven sheets dated February 14, 2013 and revised through August 29, 2013 and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

4. Sales of food and other items indoors shall be limited to those permitted by the definition of a "Service Station" in Article 20 of the Zoning Ordinance and shall be limited to 250 square feet of gross floor area. There may be up to 50 square feet of accessory outdoor storage and display areas for goods offered for sale, but outdoor display and storage of items for sale, other than automobile fuel and oil, shall be prohibited.

5. The maximum number of service bays on site shall be limited to five as depicted on the Special Exception Plat. Vehicle repairs shall be performed within interior service bays only. No Virginia State emission testing shall be conducted in either of the two rear service bays.

6. No outdoor vehicle lifts shall be permitted.

7. No major vehicle repairs are permitted and outside storage of more than two abandoned, wrecked or inoperable vehicles on the site for more than 72 hours is prohibited.

8. The outdoor trash dumpster shall be enclosed by a board-on-board fence or other material that shall screen the trash dumpster from view. Such enclosure shall be provided within 60 days of this Special Exception approval.

9. The hours of operation for the service station shall be between 6:00 a.m. and 12:00 a.m., seven days a week; however, automotive repairs shall be limited to between 7:00 a.m. and 7:00 p.m., Monday through Friday and between 8:00 a.m. and 4:00 p.m. on Saturday and Sunday.

10. All exterior lighting, security, pedestrian and/or other incidental lighting, shall be in conformance with Part 9 of Article 14 of the Zoning Ordinance.

11. All signs shall be in conformance with Article 12 of the Zoning Ordinance and Section 10-4.1 of the Fairfax County Code, and Part 9 of Article 14 of the Zoning Ordinance. All non-conforming signs shall be removed within 60 days of the Special Exception approval. No pole-mounted signs shall be permitted.

12. No temporary signs (including "popsicle" style paper or cardboard signs), which are prohibited by Article 12 of the Zoning Ordinance, and no signs which are prohibited by Chapter 7 of Title 33.1 or Chapter 8 of Title 46.2 of the Code of Virginia shall be placed on-site or off-site.

13. A sidewalk five feet in width with handicap accessible ramps shall be constructed within 60 days of site plan approval along the site's Valley View Drive frontage.

14. Tree Preservation. The applicant shall submit a Tree Preservation Plan and Narrative as part of the first and all subsequent site plan submissions. The preservation plan and narrative shall be prepared by a Certified Arborist or a

Registered Consulting Arborist, and shall be subject to the review and approval of UFMD.

The tree preservation plan shall include a tree inventory that identifies the location, species, critical root zone, size, crown spread and condition analysis percentage rating for all individual trees to be preserved, as well as all on and off-site trees, living or dead with trunks 12 inches in diameter and greater (measured at 4 1/2 -feet from the base of the trunk or as otherwise allowed in the latest edition of the Guide for Plant Appraisal published by the International Society of Arboriculture) located within 25 feet to either side of the limits of clearing and grading. The tree preservation plan shall provide for the preservation of those areas shown for tree preservation, those areas outside of the limits of clearing and grading shown on the Special Exception Plat and those additional areas in which trees can be preserved as a result of final engineering. The tree preservation plan and narrative shall include all items specified in PFM 12-0507 and 12-0509. Specific tree preservation activities that will maximize the survivability of any tree identified to be preserved, such as: crown pruning, root pruning, mulching, fertilization, and others as necessary, shall be included in the plan.

15. Tree Appraisal. The Applicant shall retain a professional arborist with experience in plant appraisal, to determine the replacement value of all trees 12 inches in diameter or greater located on the Application Property that are shown to be saved on the Tree Preservation Plan. These trees and their value shall be identified on the Tree Preservation Plan at the time of the first submission of the respective site plan(s). The replacement value shall take into consideration the age, size and condition of these trees and shall be determined by the so-called "Trunk Formula Method" contained in the latest edition of the Guide for Plan Appraisal published by the International Society of Arboriculture, subject to review and approval by UFMD.

At the time of the respective site plan approvals, the Applicant shall post a cash bond or a letter of credit payable to the County of Fairfax to ensure preservation and/or replacement of the trees for which a tree value has been determined in accordance with the paragraph above (the "Bonded Trees") that die or are dying due to unauthorized construction activities. The letter of credit or cash deposit shall be equal to 50% of the replacement value of the Bonded Trees. At any time prior to final bond release for the improvements on the Application Property constructed adjacent to the respective tree save areas, should any Bonded Trees die, be removed, or are determined to be dying by UFMD due to unauthorized construction activities, the Applicant shall replace such trees at its expense. The replacement trees shall be of equivalent size, species and/or canopy cover as approved by UFMD. In addition to this replacement obligation, the Applicant shall also make a payment equal to the value of any Bonded Tree that is dead or dying or improperly removed due to unauthorized construction activity. This payment shall be determined based on the Trunk Formula Method and paid to a fund established by the County for furtherance of tree preservation objectives.

Upon release of the bond for the improvements on the Application Property constructed adjacent to the respective tree save areas, any amount remaining in the tree bonds required by this proffer shall be returned/released to the Applicant.

16. Tree Preservation Walk-Through. The Applicant shall retain the services of a certified arborist or Registered Consulting Arborist, and shall have the limits of clearing and grading marked with a continuous line of flagging prior to the walk-through meeting. During the tree-preservation walk-through meeting, the Applicant's certified arborist or landscape architect shall walk the limits of clearing and grading with an UFMD, DPWES, representative to determine where adjustments to the clearing limits can be made to increase the area of tree preservation and/or to increase the survivability of trees at the edge of the limits of clearing and grading, and such adjustment shall be implemented. Trees that are identified as dead or dying may be removed as part of the clearing operation. Any tree that is so designated shall be removed using a chain saw and such removal shall be accomplished in a manner that avoids damage to surrounding trees and associated understory vegetation. If a stump must be removed, this shall be done using a stump-grinding machine in a manner causing as little disturbance as possible to adjacent trees and associated understory vegetation and soil conditions.

17. Limits of Clearing and Grading. The Applicant shall conform strictly to the limits of clearing and grading as shown on the Special Exception Plat, subject to allowances specified in these conditions and for the installation of utilities and/or trails as determined necessary by the Director of DPWES, as described herein. If it is determined necessary to install utilities and/or trails in areas protected by the limits of clearing and grading as shown on the Special Exception Plat, they shall be located in the least disruptive manner necessary as determined by the UFMD, DPWES. A replanting plan shall be developed and implemented, subject to approval by the UFMD, DPWES, for any areas protected by the limits of clearing and grading that must be disturbed for such trails or utilities.

18. Tree Preservation Fencing. All trees shown to be preserved on the tree preservation plan shall be protected by tree protection fence. Tree protection fencing in the form of four foot high, 14 gauge welded wire attached to six foot steel posts driven 18 inches into the ground and placed no further than 10 feet apart or, super silt fence to the extent that required trenching for super silt fence does not sever or wound compression roots which can lead to structural failure and/or uprooting of trees shall be erected at the limits of clearing and grading as shown on the demolition, and phase I & II erosion and sediment control sheets, as may be modified by the "Root Pruning" proffer below.

All tree protection fencing shall be installed after the tree preservation walk-through meeting but prior to any clearing and grading activities, including the demolition of any existing structures. The installation of all tree protection fencing shall be performed under the supervision of a certified arborist, and accomplished in a manner that does not harm existing vegetation that is to be preserved. Three days prior to the commencement of any clearing, grading or demolition activities, but subsequent to the installation of the tree protection devices, the UFMD, DPWES, shall be notified and given the opportunity to inspect the site to ensure that all tree protection devices have been correctly installed. If it is determined that the fencing has not been installed correctly, no grading or construction activities shall occur until the fencing is installed correctly, as determined by the UFMD, DPWES.

19. Root Pruning. The Applicant shall root prune, as needed to comply with the tree preservation requirements of these proffers. All treatments shall be clearly identified, labeled, and detailed on the erosion and sediment control sheets of the subdivision plan submission. The details for these treatments shall be reviewed and approved by the UFMD, DPWES, accomplished in a manner that protects affected and adjacent vegetation to be preserved, and may include, but not be limited to the following:

- Root pruning shall be done with a trencher or vibratory plow to a depth of 18 inches.
- Root pruning shall take place prior to any clearing and grading, demolition of structures.
- Root pruning shall be conducted with the supervision of a certified arborist.
- An UFMD, DPWES, representative shall be informed when all root pruning and tree protection fence installation is complete.

20. Site Monitoring. During any clearing or tree/vegetation/structure removal on the Applicant Property, a representative of the Applicant shall be present to monitor the process and ensure that the activities are conducted as proffered and as approved by the UFMD. The Applicant shall retain the services of a certified arborist or Registered Consulting Arborist to monitor all construction and demolition work and tree preservation efforts in order to ensure conformance with all tree preservation proffers, and UFMD approvals. The monitoring schedule shall be described and detailed in the Landscaping and Tree Preservation Plan, and reviewed and approved by the UFMD, DPWES.

21. The applicant shall demonstrate at time of site plan that the proposed Magnolia Virginiana (Sweetbay Magnolia) plantings shall not be located within a four foot restrictive planting area and shall not conflict with street planting regulations of the Virginia Department of Transportation (VDOT).

22. If 10-year tree canopy credits are taken, at the time of site plan, the applicant shall

provide a letter certifying that all native trees planted on the site for additional 10-year tree canopy credits as provided by §12-0510.4B(5) have been propagated from seed or non-genetically modified germoplasm collected within the mid-Atlantic region.

23. Prior to site plan approval, approximately 211 square feet of right-of-way at the northeast corner of the site as shown on the Special Exception Plat shall be dedicated to the Board of Supervisors in fee simple in conformance with the policies and requirements of Fairfax County and VDOT.

24. If a waiver of the design standard for the site's easternmost access point on Franconia Road is not granted at the time of site plan, the applicant shall construct the entrance as directed by VDOT.

25. Vehicles parked on-site shall be parked only in designated, striped parking spaces at all times. Design of such parking spaces shall meet Zoning Ordinance and Public Facilities Manual requirements.

26. Prior to site plan approval, the applicant shall provide a detailed comparison of existing versus proposed impervious area tabulation/map. The existing impervious area shall be established based on Special Permit S-168-74, which was approved on November 13, 1974. Based on this, stormwater detention and requirements shall be met, if not waived pursuant to the Public Facilities Manual and the applicant shall establish the impervious area of the site, recalculate the phosphorus removal, and provide additional Best Management Practices as necessary.

27. The site shall be patrolled daily by the service station employees to pick up any trash on the site.

28. The selling, renting or leasing of trucks, trailers or automobiles on-site shall be prohibited.

29. If not already provided, an automotive fluid separator and/or underground fluid container shall be installed within 60 days of this Special Exception approval and designed such that any areas that could have oil or other vehicular fluid spills shall be contained. Such facility shall be properly maintained and properly drained and any liquids contained within shall be properly disposed of on a routine basis.

30. The applicant shall provide a separate container or enclosed container or enclosed area within the two storage trailers where automotive fluid or liquids are stored in order to capture spillage that may leak onto the floor of the storage trailer or onto the ground. Such container or enclosed area shall be provided within 60 days of this Special Exception approval.

31. To reduce the noise levels associated with any impact guns used for vehicle service, the employees of the vehicle light service establishment shall use "quiet gun" impact guns in the two rear service bays. This model of impact guns shall be the only model used during all hours of operation.

32. All applicable trade permits and final inspections shall be obtained for the existing additions (two rear service bays) and new construction prior to Non-Residential Permit approval.

33. No outdoor containers for clothing, books, etc. shall be permitted on-site.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

Pursuant to Sect. 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, 18 months after the date of approval unless the use has been established or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Modified the Countywide trails plan for a major paved trail along Franconia Road in favor of the existing five-foot wide concrete sidewalk.

- Modified Section 13-303 of the Zoning Ordinance for the transitional screening requirement along the northern property line to that shown on the Special Exception plat.

- Waived Section 13-203 of the Zoning Ordinance for peripheral parking lot landscaping along Franconia Road and Valley View Drive.

Sincerely,

Catherine A. Chianese

Catherine A. Chianese
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova
Supervisor Jeffrey McKay, Lee District
Tim Shirocky, Acting Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Angela K. Rodeheaver, Section Chief, Transportation Planning Division
Donald Stephens, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

ATTACHMENT 3

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

LESLIE B. JOHNSON, FAIRFAX COUNTY ZONING ADMINISTRATOR,	:	
Plaintiff,	:	
v.	:	Case No. CL-2013-0008132
NOVA PETROLEUM REALTY, LLC,	:	
and	:	
FRANCONIA SQUARE, LLC, t/a FRANCONIA SHELL,	:	
Defendants.	:	

AGREED FINAL ORDER

THIS CAUSE came before the Court by the consent of the Plaintiff Leslie B. Johnson, Fairfax County Zoning Administrator ("Zoning Administrator"), by counsel, and the Defendants NOVA Petroleum Realty, LLC, and Franconia Square, LLC, (collectively "the Defendants"), for the entry of this Agreed Final Order in the above consolidated cases; and

IT APPEARING TO THE COURT that the Zoning Administrator filed an Amended Complaint for Declaratory Judgment and Injunctive Relief against the Defendants on August 13, 2013, alleging, *inter alia*, that the Defendants are in violation of the Fairfax County Zoning Ordinance ("Zoning Ordinance") §§ 2-302(5) and (9), 2-304(1), 17-103(2), 18-601, 18-603, and 18-701 in connection with the various unpermitted expanded uses on the property located at 6136 Franconia Road, Alexandria,

Virginia, which is shown on the Fairfax County Real Property Identification Map as Tax Map No.81-3((4)) parcel 4A ("subject property"); and

IT FURTHER APPEARING TO THE COURT that on December 3, 2013, the Board of Supervisors of Fairfax County, Virginia, approved Special Exception Application SE 2013-LE-005 in the name of Franconia Square, LLC, for the subject property to permit and include certain uses incident with the service station pursuant to Zoning Ordinance §7-607 by requiring conformance with the enumerated development conditions therein; and

IT FURTHER APPEARING TO THE COURT that the parties have agreed to settle this case in accordance with the terms and conditions set forth below, as evidenced by the endorsements hereon of counsel for the Plaintiff and the Defendants; and

IT FURTHER APPEARING TO THE COURT that the parties hereto agree that the terms of this Agreed Final Order are reasonable and shall not be modified except by the written agreement of the Plaintiffs and the Defendants with the approval of this Court; and

IT FURTHER APPEARING TO THE COURT that this Agreed Final Order should be entered; now, therefore, it is hereby

ADJUDGED AND ORDERED THAT:

1. Establishing and/or expanding the use of the subject property to include a storage yard violates Zoning Ordinance §§ 2-302(5) and 17-103(2).

2. Establishing and/or expanding the use of the subject property to include two additional service bays, a fenced area, outdoor display and storage, and paving on the subject property violates Zoning Ordinance §§ 2-304(1) and 17-103(2).

3. The construction of and/or addition of the two additional service bays on the subject property without a Building Permit approved by the Zoning Administrator violates Zoning Ordinance § 18-601 and 18-603.

4. The installation of unpermitted signs on the subject property violates Zoning Ordinance §§ 2-302(9).

5. Operating, maintaining and/or allowing Franconia Shell, or any like operation, including the expanded use of the subject property, without a valid Non-RUP violates Zoning Ordinance § 18-701.

6. Defendant Franconia Square, LLC, shall, within 5 days after entry of this Agreed Final Order permanently bring the subject property into compliance with the Zoning Ordinance by permanently ceasing the use of the subject property as a storage yard and permanently removing all unpermitted storage, including stored and/or inoperable vehicles, from the subject property to a lawful site. However, the current storage located within the fenced area on the west side of the subject property shall be subject to the pending site plan approval detailed below.

7. Defendant Franconia Square, LLC, shall, within 5 days after entry of this Agreed Final Order permanently bring the subject property into compliance with the Zoning Ordinance by permanently removing all unpermitted signs from the subject property to a lawful site.

8. Defendant Franconia Square, LLC, shall, within 45 days after entry of this Agreed Final Order submit a full and complete site plan to Fairfax County Department of Public Works and Environmental Services discharging, completing, and fully implementing all enumerated requirements, restrictions, and conditions set forth in

SE 2013-LE-005 and attached hereto as Exhibit 1. To the extent that the County's review process identifies necessary revisions, corrections, supplementation and/or comments, Defendant Franconia Square, LLC, shall make all changes/revisions and respond to any such comments and submit a revised site plan to Fairfax County within thirty (30) days after any requests or comments, and said process shall continue as necessary until the site plan is approved.

9. Defendant Franconia Square, LLC, shall, within 90 days after entry of this Agreed Final Order submit a full and complete building permit application to Fairfax County specific to the two (2) additional service bays and any fences or other structures currently installed on the subject property.

10. Defendant Franconia Square, LLC, shall, within 45 days after site plan approval apply for and obtain all required permits, and post all required bonds and escrows, that may be necessary to fully implement the site plan and all enumerated requirements, restrictions, and conditions set forth in SE 2013-LE-005 and attached hereto as Exhibit 1. Defendant Franconia Square, LLC, shall thereafter immediately and diligently pursue the completion of such work on the subject property.

11. Defendant Franconia Square, LLC, shall, permanently bring the subject property into compliance with the Zoning Ordinance discharging, completing, and fully implementing all enumerated requirements, restrictions, and conditions set forth in SE 2013-LE-005 and attached hereto as Exhibit 1. The completion of the required work shall include the fully implemented actions, remedial or otherwise, required by those plans, studies and/or assessments. The Defendants shall obtain all necessary inspections and approvals to reflect all permitted uses, the release of escrows, bonds, and permits

required for grading, vegetative restoration, environmental remediation, and/or any other required actions to fully satisfy the conditions of SE 2013-LE-005 for the subject property. Any disputed items, fixtures, or uses on the subject property that are not shown on an approved site plan and/or not approved via the site plan, building permit or Non-RUP permitting process shall be removed from the subject property to a lawful site within 30 days of such disapproval.

12. Defendant Franconia Square, LLC, shall, within 10 days after final inspection approval as set forth in SE 2013-LE-005, permanently bring the subject property into compliance with the Zoning Ordinance by obtaining a valid Non-RUP indicating the current tenant, lessee, business owner and the accurate and permitted use on the subject property.

13. The Defendants, their agents, employees, tenants, and/or any successors-in-interest are permanently enjoined from using and/or allowing the subject property to be used in the future in violation of Zoning Ordinance §§ 2-302(5) and (9), 2-304(1), 17-103(2), 18-601, 18-603, and 18-701 as set forth in paragraphs 1-5, above and/or in contravention of SE 2013-LE-005. This prohibitory injunction is subject to the time provisions set forth in Paragraphs 6-12, above.

14. The subject property is permanently enjoined from being used at any time in the future in violation of Zoning Ordinance §§ 2-302(5) and (9), 2-304(1), 17-103(2), 18-601, 18-603, and 18-701 as set forth above and/or in contravention of SE 2013-LE-005. This prohibitory injunction is subject to the time provisions set forth in Paragraphs 6-12, above.

15. The Zoning Administrator and/or her agents shall be permitted to enter upon the subject property at reasonable times for the purpose of inspecting it to monitor compliance with this Agreed Final Order.

16. The terms set forth in this Agreed Final Order are reasonable and shall not be modified except by the written agreement of the parties hereto with the approval of this Court.

17. Pursuant to Va. Code Ann. § 17.1-227 (Supp. 2013) the Clerk of the Fairfax County Circuit Court shall record a copy of this Agreed Final Order among the land records of Fairfax County, Virginia, to give notice of the prohibitions and restrictions contained herein to any successors-in-interest to the Defendants and shall index said Agreed Final Order as follows:

GRANTORS: NOVA Petroleum Realty, LLC;
Franconia Square, LLC

GRANTEES: Leslie B. Johnson, Fairfax County Zoning Administrator

AND THIS CAUSE IS FINAL.

ENTERED April 25, 2014.

JUDGE, FAIRFAX COUNTY CIRCUIT COURT

WE ASK FOR THIS:

DAVID P. BOBZIEN
COUNTY ATTORNEY

By: _____

Paul T. Emerick (VSB No. 33443)
Assistant County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035
Ph.: (703) 324-2421; fax: (703) 324-2665
Email: Paul.Emerick@fairfaxcounty.gov
Counsel for Plaintiff

SEEN AND AGREED

_____

Douglas E. Bywater (VSB No. 9137)
Tate Bywater & Fuller, PLC
5740 Chain Bridge Road
Vienna, Virginia 22182
(703) 938-5100
Email: debywater@tatebywater.com
Counsel for Defendant Franconia Square, LLC

SEEN AND AGREED

_____

Mark E. Shaffer (VSB No. 75407)
Reed Smith LLP
3110 Fairview Park Drive, Suite 1400
Falls Church, Virginia 22042
(703) 641-4200; fax (703) 641-4340
Email: mshaffer@reedsmith.com
Counsel for Defendant NOVA Petroleum Realty, LLC

A COPY TESTE:
JOHN T. FREY, CLERK

BY: _____
Deputy Clerk

Date: 4/25/14

Original retained in the office of the Clerk of the Circuit Court of Fairfax County, Virginia

ATTACHMENT 4

RECEIVED
Department of Planning & Zoning
MAR 20 2015
Zoning Evaluation Division

WILKERSON & ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
P.O. BOX 17
DUNKIRK, MARYLAND 20754
(301) 855-8272/ (410) 257-3332
FAX: (301) 855-8380
rjoun@wilkersonnassociates.com

March 20, 2015

Barbara Berlin
Director, Zoning Evaluation Division
Fairfax County Dept. of Planning & Zoning
12055 Government Center Parkway, Suite 801
Fairfax, VA 22035-5501

RE: Special Exception Extension Letter
Special Exception SE 2013-LE-005
(d/b/a Shell Oil Co) Franconia Square, LLC
Tax Map Ref: 81-3(4) 4A

Dear Miss Berlin:

On behalf of our client, Franconia Square LLC, we request an additional time to obtain the approval of the site plan and commence construction. The Special Exception was approved by BOS on December 4,2013 and expires on June 24, 2015. The substantial delay has occurred due to the original engineer/site designer company not fulfilling its obligation to prepare and obtain final approval of the site plan. Wilkerson and Associates was hired then to get the approvals. Since that time Wilkerson and Associates has been working with Fairfax County staff diligently to secure the permit. We ask for an additional 12 months to allow time for the site plan approval and for permitting.

We thank you in advance for your attention to this matter. If you have any questions or require additional information, please do not hesitate to cal me at 301-855-8272.

Sincerely yours

WILKERSON & ASSOCIATES, INC.

Roland Joun, P.E.
President

ADMINISTRATIVE - 8

Additional Time to Commence Construction for Special Exception SE 2013-MV-011, Kimberly B. and Kelly P. Campbell (Mount Vernon District)

ISSUE:
Board consideration of additional time to commence construction for SE 2013-MV-011, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve six months additional time for SE 2013-MV-011 to November 13, 2015.

TIMING:
Routine.

BACKGROUND:
Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On May 13, 2014, the Board of Supervisors approved Special Exception SE 2013-MV-011, subject to development conditions. This application was filed in the name of Kimberly B. and Kelly P. Campbell for the purpose of permitting uses in the floodplain within the R-E (Residential Estate) zoning district for property located at 11727 River Drive, Tax Map 122-2 ((2)) 7 (See Locator Map in Attachment 1). Uses in the floodplain, a Category 6 special exception use, are permitted pursuant to Section 9-601 2. and Section 2-904 of the Fairfax County Zoning Ordinance and are subject to the use limitations of Section 2-905. Concurrent with the Special Exception, the Board of Supervisors also approved a Resource Protection Area Exception and Water Quality Impact Assessment for the proposed uses. SE 2013-MV-011 was approved with a condition that the use be established or construction commenced and diligently prosecuted within twelve (12) months of the approval date unless the Board grants additional time. The development conditions for SE 2013-MV-011 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On April 4, 2015, the Department of Planning and Zoning (DPZ) received a letter dated March 30, 2015, from Mark D. Crain, agent for the Applicant, requesting eight (8) months of additional time (see Attachment 3). Mr. Crain's eight month duration is incorrectly stated in the letter based upon the May 13, 2015, expiration date of the Special Exception and the request that additional time be granted until November 30, 2015.

As such, Staff has recommended six (6) months of additional time be granted until November 13, 2015. Mr. Crain has indicated his agreement with this proposal. The Special Exception, which would have otherwise expired on May 13, 2015, will not expire pending the Board's action on the request for additional time.

Mr. Crain states applicable permits could not be obtained until such time as the Wetlands Board granted approval for the revetment. Following this approval, which was granted on May 12, 2015, Mr. Crain states the Campbells will be able to permit the proposed work in the floodplain and establish the use. The six (6) months of additional time is necessary to finalize the relevant approvals, obtain the necessary permits, and commence construction.

Staff has reviewed Special Exception SE 2013-MV-011 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit uses in a floodplain. Further, staff knows of no change in land use circumstances that affects compliance of SE 2013-MV-011 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2013-MV-011 are still appropriate and remain in full force and effect. Staff believes that approval of the request for six (6) months additional time is in the public interest and recommends that it be approved.

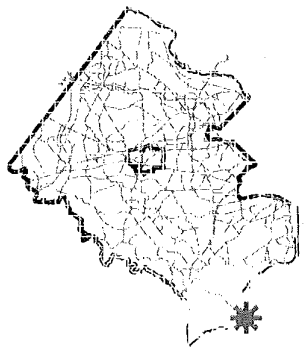
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated May 14, 2014, to Mark D. Crain
Attachment 3: Letter dated March 30, 2015, to Leslie B. Johnson

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ
Stephen Gardner, Staff Coordinator, ZED, DPZ

Special Exception

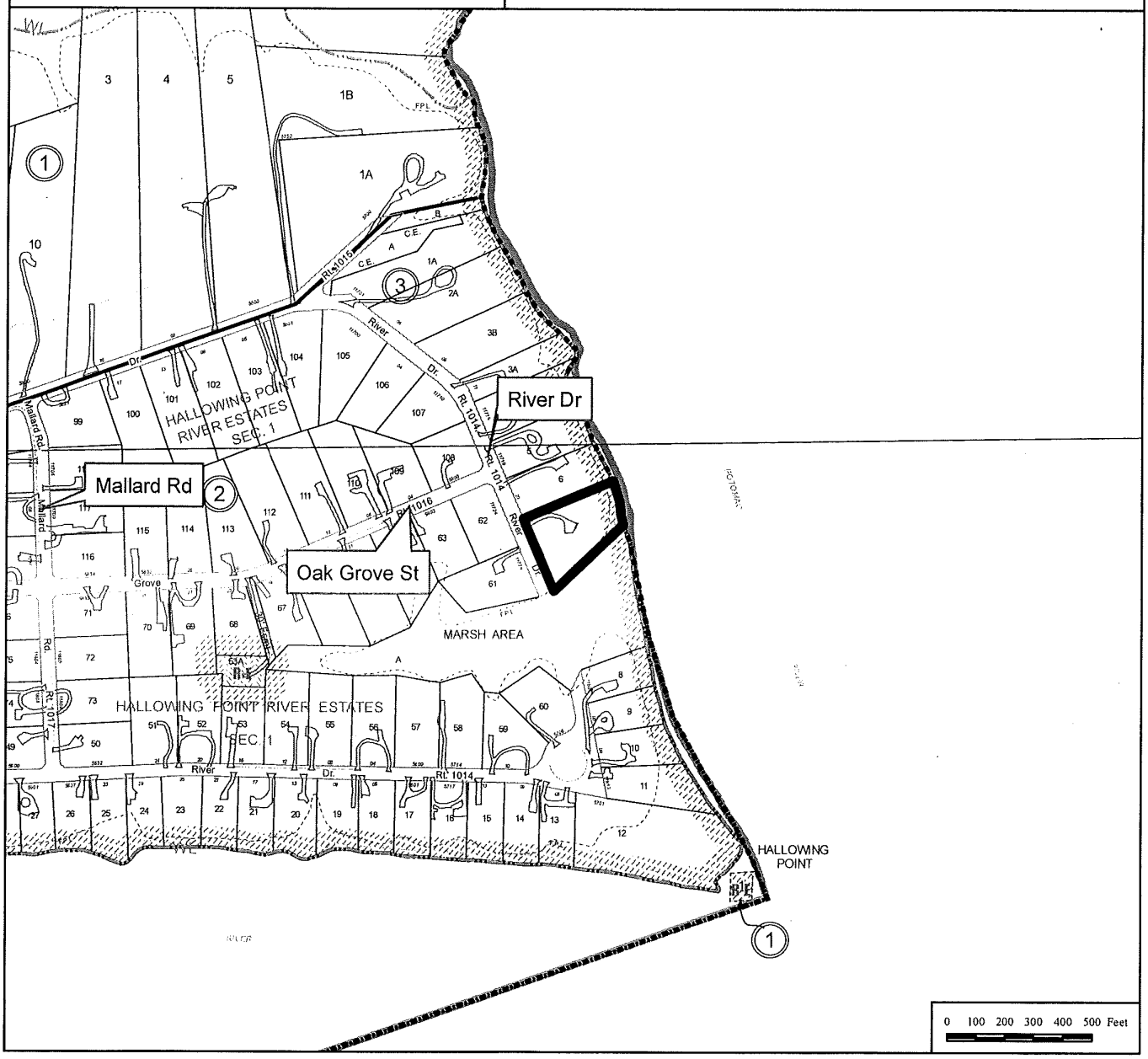
SE 2013-MV-011



Applicant: KIMBERLY B. & KELLY P. CAMPBELL
Accepted: 07/02/2013
Proposed: USES IN A FLOODPLAIN
Area: 1.56 AC OF LAND; DISTRICT - MOUNT VERNON

Zoning Dist Sect: 02-0904
Art 9 Group and Use: 6-2
Located: 11727 RIVER DRIVE, MASON NECK, VA 22079

Zoning: R- E
Plan Area: 4,
Overlay Dist:
Map Ref Num: 122-2- /02/ /0007



ATTACHMENT 2

County of Fairfax, Virginia

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

May 14, 2014

Mark D. Crain
9114 Industry Drive
Manassas Park, VA 20111

Re: Special Exception Application SE 2013-MV-011

Dear Mr. Crain:

At a regular meeting of the Board of Supervisors held on May 13, 2014, the Board approved Special Exception Application SE 2013-MV-011 in the name of Kimberly B. and Kelly P. Campbell and the accompanying Resource Protection Area Encroachment Exception #5203-WRPA-010-2 and Water Quality Impact Assessment #5203-WQ-019-2. The subject property is located at 11727 River Drive, on 1.56 acres of land, zoned R-E in the Mount Vernon District [Tax Map 122-2 ((2)) 7]. The Board's action permits uses in a flood plain, pursuant to Section 2-904 of the Fairfax County Zoning, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions. Notwithstanding the structures and uses indicated on the Special Exception Plat, the applicants may disturb land, demolish existing structures, and/or construct improvements outside of the 100-year floodplain and Resource Protection Area (RPA) without submitting a Special Exception (SE) application as long as the applicants comply with all applicable local, state and federal ordinances. However, the applicants may not allow any new structures or impervious areas to extend into the RPA without submitting and obtaining the approval of a Special Exception Amendment and an RPA Exception.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

3. This Special Exception is subject to the provisions of Article 17, Site Plans as may be determined by the Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved Special Exception Plat entitled "Special Exception Plan Hallowing Point River Estates Lot 7 – Section One" prepared by Harold A. Logan Associates P.C., which is dated December 31, 2012, as revised through February 28, 2014, and these conditions. Minor modifications to the approved Special Exception Amendment may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

4. Prior to the approval of a grading plan, site plan, or minor site plan, a Hold Harmless agreement shall be executed with Fairfax County for any adverse effects resulting from the location of the site within a floodplain area.

5. The final location and species of the proposed plantings shall be subject to the review and approval of the Urban Forest Management Division (UFMD) at the time of grading plan review. The applicants shall incorporate measures to support the long term maturity of any new landscaping, subject to the review and approval of UFMD. Landscaping in the RPA shall be installed within 90 days of grading plan approval unless the UFMD determines a later planting date is necessary to ensure the health of the landscaping.

6. The applicants shall incorporate appropriate engineering practices to address slope stabilization issues as recommended by the Geotechnical Review Board (GRB) and DPWES. The applicants shall achieve a factor of safety of not less than 1.25 for the entire area of the slope, as determined by DPWES in consultation with the GRB.

7. Within 60 days of approval of the SE, the applicants shall submit a grading plan to DPWES. The applicants shall obtain grading plan approval within 180 days of approval of the SE.

8. Within 60 days of approval of the SE, the applicants shall obtain all required permits for the existing dock. Extensions of up to 60 days may be granted by the Zoning Administrator if the applicants can demonstrate they have diligently pursued permit approvals.

9. The applicants must demonstrate to DPWES that all necessary federal, state, and county approvals have been obtained prior to any additional land disturbing activity.

10. Prior to grading plan approval, the applicants shall delineate the limits of the 100-year floodplain and record a floodplain easement, subject to review and approval by DPWES.

11. Concurrent with the first submission of any grading plan, site plan, or minor site plan, the applicants shall submit an additional copy of the plan to the Fairfax County FEMA Floodplain Administrator (Stormwater Planning Division) to determine whether the base flood elevation or limits of the floodplain in any Special Flood Hazard Area (SFHA) depicted on the County's Flood Insurance Rate Map (FIRM) would be altered as a result of any new construction, substantial improvements, or other development shown on the plan, including fill. If the County FEMA Floodplain Administrator determines that the base flood elevation or limits of the floodplain would be altered, the applicants shall submit technical or scientific data to FEMA for a Letter of Map Revision. If the projected increase in the base flood elevation is greater than one foot, the applicants shall also obtain approval of a Conditional Letter of Map Revision from the Federal Insurance Administrator prior to the approval of any construction. If the applicants are required to submit either a Letter of Map Revision and/or Conditional Letter of Map Revision as outlined above, the applicants shall submit a copy of the approval letter from FEMA to the Department of Planning and Zoning (DPZ).

12. The final location of the detached garage shall be subject to review and approval by the Fairfax County Health Department at the time of grading plan review.

13. Within 60 days of approval of the Special Exception the applicants shall provide all necessary information to DPWES in order to determine if the disturbance to the adjacent Hallowing Point Association property (HOA property) requires the approval of a WRPA, WQIA, SE, grading plan or other plans or permits. If it is determined that additional permits are needed for the grading on the HOA property, then the applicants shall work with the HOA to submit the proper applications within 90 days of such determination.

14. The limits of clearing and grading shown on the Plat shall be strictly observed and enforced and all existing vegetation shown as to be preserved on the SE Plat shall be preserved. Any encroachment into, and/or disturbance of, the RPA not shown on the approved Plat will be considered a violation of the Chesapeake Bay Preservation Ordinance (CBPO) and is subject to the penalties of the CBPO Article 9.

15. Within 30 days of the Special Exception's approval, the applicant shall submit an agreement or suitable documents to the County Attorney's office for review and approval. The agreement or suitable documents shall be recorded prior to grading plan approval. The agreement shall notify future owners of Tax Map 122-2 ((2)) 7 that the land is subject to an approved Special Exception (SE 2013-MV-011).

16. Any replanting or maintenance of landscaping shown on the approved grading plan shall be in accordance with the Chesapeake Bay Preservation Ordinance (Chapter 118 of the Fairfax County Code).

This approval, contingent on the above noted conditions, shall not relieve the applicants from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicants shall be themselves responsible for obtaining the required Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, twelve (12) months after the date of approval unless, at a minimum, the use has been established or construction has commenced and been diligently prosecuted as evidenced by the issuance of an approval for a grading plan, site plan, or minor site plan. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova
Supervisor Gerry Hyland, Mount Vernon District
Tim Shirocky, Acting Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Angela K. Rodeheaver, Section Chief, Transportation Planning Division
Donald Stephens, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

ATTACHMENT 3

HAROLD A. LOGAN ASSOCIATES, P.C.
Land Surveying • Subdivision Design • Site Planning
9114 Industry Drive • Manassas Park, Virginia 20111

President
Harold A. Logan
Registered Land Surveyor
Virginia • Maryland (Retired) • West Virginia (Inactive)

Phone: (703) 330-1988
Fax: (703) 690-8132

March 30, 2015

FAIRFAX COUNTY
RECEIVED
APR 04 2015
DIVISION OF
ZONING ADMINISTRATION

2015-0434

Leslie B. Johnson
Zoning Administrator
Dept of Planning and Zoning
12055 Government Center Pkw., Suite 250
Fairfax, VA 22035

Ms. Johnson,

Pursuant to the March 9, 2015 letter, please consider the following as a request for additional time to establish the use to permit uses in the floodplain as part of SE 2013-MV-011.

As of this letter, the Wetlands board will not hear the Campbell's application for revetment approval until May 12, 2015. If at that time, approval is granted, the Campbell's will be able to permit the proposed work in the flood plain and establish use. In that regard we are requesting an extension of 8 months to November 30, 2015, or approximately 6 months from the end of the month of expected Wetlands Board approval.

If you have any questions or need more information, please contact this office at 703/330/1988.

Sincerely,

Mark D. Crain

RECEIVED
Department of Planning & Zoning
APR 07 2015
Zoning Evaluation Division

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 9

Additional Time to Commence Construction for Special Exception SE 2011-PR-007, Page Annandale Road Associates, LLC (Providence District)

ISSUE:
Board consideration of additional time to commence construction for SE 2011-PR-007, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twelve (12) months additional time for SE 2011-PR-007 to July 10, 2016.

TIMING:
Routine.

BACKGROUND:
Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On January 10, 2012, the Board of Supervisors approved RZ 2011-PR-021, subject to proffers, and SE 2011-PR-007, subject to development conditions. The applications were filed in the name of Page Annandale Road Associates, LLC for the purpose of rezoning (RZ 2011-PR-021) 0.54 acres from the C-5 zoning district to the C-8 zoning district in order to permit the development (SE 2011-PR-007) of a 58,985 square foot vehicle sales, rental and ancillary service establishment on a 3.88 acre property located at the northeast quadrant of Arlington Boulevard (Route 50) and Annandale Road (Route 649), Tax Map 50-4 ((12)) 1, 1A, 2, and 3 and Tax Map 50-4 ((1)) 25, 26, 27, and 27A (see Locator Map in Attachment 1). A vehicle sales, rental and ancillary service establishment, a Category 5 Commercial and Industrial Use of Special Impact, is permitted by special exception pursuant to Section 4-804 4. W. of the Fairfax County Zoning Ordinance.
SE 2011-PR-007 was approved with a condition that the use be established or

construction commenced and diligently prosecuted within thirty (30) months of the approval date unless the Board grants additional time. The development conditions for SE 2011-PR-007 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On July 1, 2014, the Board of Supervisors approved twelve (12) months of additional time, to July 10, 2015. On June 15, 2015, the Department of Planning and Zoning (DPZ) received a letter dated June 12, 2015, from Lynne J. Strobel, agent for the Applicant, requesting twelve (12) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

As part of the justification for the July 1, 2014 request for additional time, Ms. Strobel stated the coordination of the construction phasing to allow for the continued operation of the existing business and the time needed for the Applicant to secure financing delayed the submission of a site plan. The site plan was submitted to the Department of Public Works and Environmental Services (DPWES) on January 30, 2014, and was approved on December 12, 2014. In her current letter, Ms. Strobel states the time needed to secure a VDOT permit also necessitated the first request for additional time, and the current request for additional time is necessary to resolve issues related to VDOT bonding. Resolution of these VDOT issues is expected within the next several months.

Staff has reviewed Special Exception SE 2011-PR-007 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a vehicle sales, rental and ancillary service establishment. Further, staff knows of no change in land use circumstances that would affect compliance of SE 2011-PR-007 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2011-PR-007 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months additional time is in the public interest and recommends that it be approved.

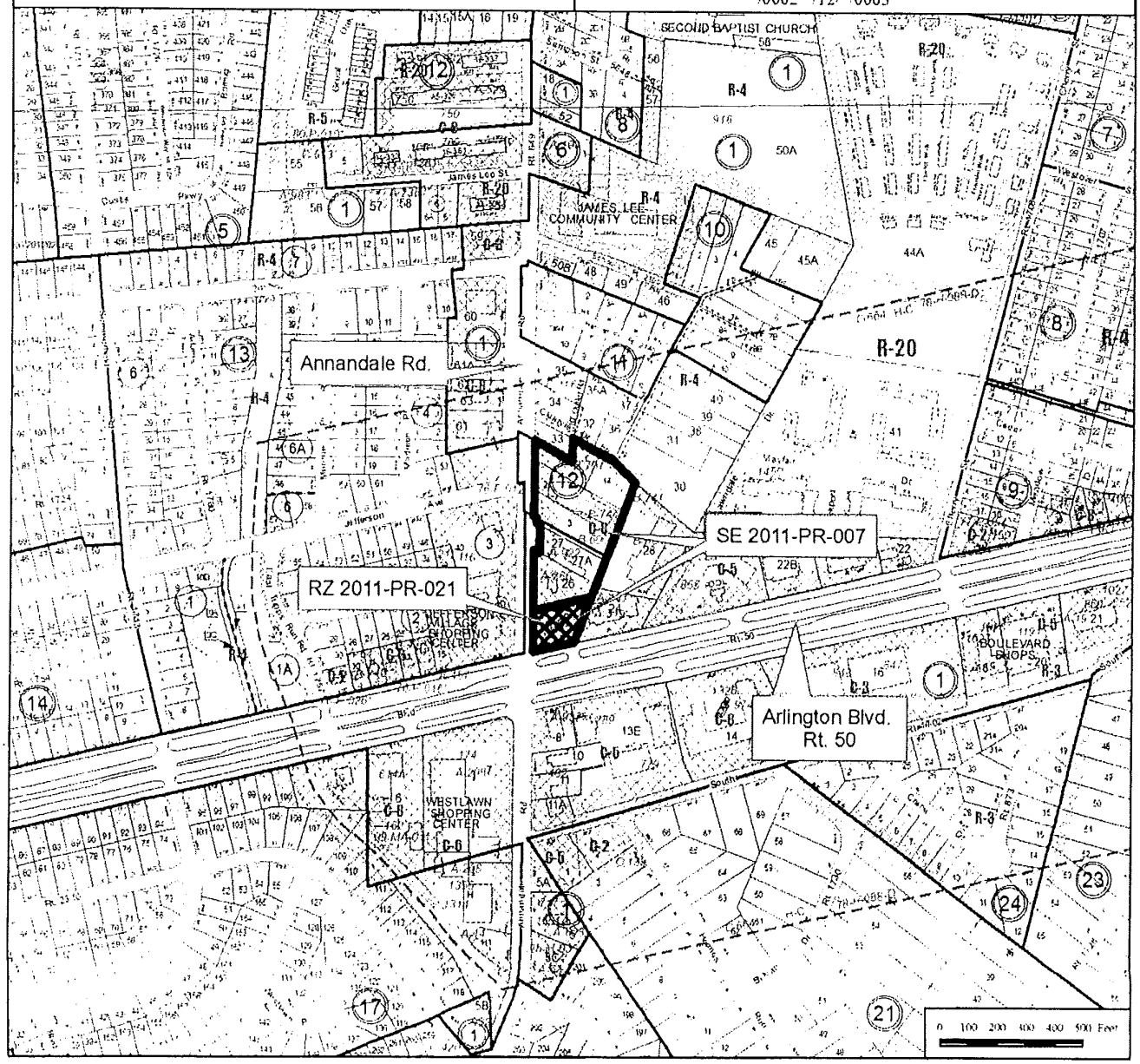
FISCAL IMPACT:
None

Board Agenda Item
July 28, 2015

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated January 11, 2012, to Lynne J. Strobel
Attachment 3: Letter dated June 12, 2015, to Leslie B. Johnson

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ
Stephen Gardner, Staff Coordinator, ZED, DPZ

Rezoning Application RZ 2011-PR-021	Special Exception SE 2011-PR-007
Applicant: PAGE ANNANDALE ROAD ASSOCIATES, L.L.C.	Applicant: PAGE ANNANDALE ROAD ASSOCIATES, L.L.C.
Accepted: 07/14/2011	Accepted: 07/14/2011
Proposed: COMMERCIAL	Proposed: VEHICLE SALE, RENTAL AND ANCILLARY SERVICE ESTABLISHMENT
Area: 23,523 SF OF LAND; DISTRICT - PROVIDENCE	Area: 3.88 AC OF LAND; DISTRICT - PROVIDENCE
Located: NORTHEAST QUADRANT OF THE INTERSECTION OF ANNANDALE ROAD AND ARLINGTON BOULEVARD	Zoning Dist Sect: 04-0804, 07-0607
	Art 9 Group and Use: 5-25 6-07
	Located: 6627 CLEARVIEW DRIVE; 2919, 2923, 2927, 2931, 2935 ANNANDALE ROAD; 6660ARLINGTON BOULEVARD
Zoning: FROM C- 5 TO C- 8	Zoning: C- 8
Overlay Dist: HC	Plan Area: 1 Overlay Dist: HC
Map Ref Num: 050-4- 01/ /0025	Map Ref Num: 050-4- 01/ /0025 /01/ /0026 /01/ /0027 /01 /0027A 12/ /0001 12/ /0001A 12/ /0002 /12/ /0003



ATTACHMENT 2

County of Fairfax, Virginia

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

January 11, 2012

Lynne Strobel
Walsh, Colucci, Lubeley, Emrich &
Walsh, P.C.
2200 Clarendon Blvd., 13th Floor
Arlington, VA 22201

RE: Special Exception Application SE 2011-PR-007
(Concurrent with Rezoning Application RZ 2011-PR-021)

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on January 10, 2012, the Board held a public hearing on Special Exception Application SE 2011-PR-007 in the name Page Annandale Road Associates, L.L.C. The subject property is located at 6627 Clearview Drive; 2919, 2923, 2927, 2931, 2935 Annandale Road and 6660 Arlington Boulevard, on approximately 3.88 acres of of land, zoned C-8 and HC in the Providence District [Tax Map 50-4 ((1)) 25, 26, 27 27A; 50-4 ((12)) 1, 1A, 2 and 3]. The Board's action permits a vehicle sale, rental and ancillary service establishment in a Highway Corridor Overlay District, pursuant to Sections 4-804 and 7-607 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.

3. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this special exception shall be in substantial conformance with the approved General Development Plan/Special Exception Plat entitled "Bill Page Annandale Road," prepared by Dewberry & Davis LLC, dated June 3, 2011 as revised through December 21, 2011, consisting of 13 sheets, and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

4. A copy of this Special Exception and the Non-Residential Use Permit (Non-RUP) shall be posted in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.

5. If stormwater management/BMP waiver(s) are not granted by DPWES, the applicant shall provide stormwater management/BMP controls to the satisfaction of DPWES. If stormwater management/BMP facilities are not in substantial conformance with the GDP/SE Plat, the applicant may be required to submit a Special Exception Amendment.

6. All sidewalks and/or trails shown on the GDP/SE Plat that are outside of the public right-of-way shall be maintained by the applicant.

7. At the time of site plan approval, a public access easement shall be provided in a form approved by the County Attorney, for the purpose of providing access to the sidewalks along the Annandale Road and Arlington Boulevard frontages, in the approximate location shown on the GDP/SE Plat.

8. Hours of operation shall be limited to the following:
For Sales Department: Monday-Friday: 9:00 am to 9:00 pm, Saturday: 9:00 am to 8:00 pm, and Sunday: 11:00 am to 6:00 pm.
For Service Department: Monday-Friday: 7:30 am to 8:00 pm, Saturday and Sunday: 7:30 am to 6:00 pm.

9. All unloading of vehicles shall take place on the site. There shall be no unloading of vehicles from Annandale Road.

10. To the extent possible, the applicant shall incorporate native species into the landscape plan that is submitted in conjunction with the Site Plan, subject to review and approval by Urban Forest Management Division, Department of Public Works and Environmental Services.

11. Should loudspeakers be installed, their use shall be limited to the hours of 10:00 am to 6:00 pm.

12. The applicant shall provide site access and transportation improvements as shown on the GDP/SE Plat, as may be approved by VDOT. If access and improvements are not in substantial conformance with the GDP/SE Plat, the applicant may be required to submit a Special Exception Amendment.

13. Outdoor Storage. There shall be no outdoor storage or sales of materials on the Property, with the exception of vehicles for sale (which may only be parked in the Parking Structure or in the areas designated on the GDP/SE as "Display Parking Spaces"). There shall be no outdoor storage overnight of wrecked or inoperable vehicles on the property. Wrecked or inoperable

vehicles left on the Property after hours by customers or towing services shall be moved indoors when the Car Dealership reopens for business.

14. All signage on the property shall conform to Article 12 of the Zoning Ordinance. In addition, pursuant to Section 2-505 of the Zoning Ordinance, all freestanding signs shall be located so as not to restrict sight distance for drivers entering or exiting travel intersections, aisles, or driveways. With the exception of any required regulatory signage, no illuminated signs shall be placed on the northern-facing elevation of the parking structure.

15. Lighting. Parking lot and exterior lighting located on the Property shall be directed inward and/or downward and designed with shielded fixtures in order to minimize glare onto adjacent properties and in accordance with Article 14 of the Zoning Ordinance. Building mounted security lighting shall utilize full cut-off fixtures with shielding such that the lamp surface is not directly visible.

    A. Structured Parking Lighting. Lighting on the top level of the structured parking shall be comprised entirely of bollards and sconces.

    B. Outdoor Display Area Lighting. The outdoor display area of the car dealership shall not exceed a maintained lighting level of thirty (30) footcandles, as measured horizontally at grade.

    C. Northern Property Line Lighting. Lighting along the northern property line shall be comprised entirely of bollards and sconces. Regardless of that shown on the GDP/SE Plat, no light poles shall be placed in the landscape area along the northern property line.

16. Green Building Practices. The applicant shall utilize green building practices for the development, including but not limited to the following features:

    A. Green Building Professional. The development shall be designed by a design firm with at least one professional accredited by LEED (or equivalent program) on the team. Prior to building permit issuance, the accredited professional shall provide documentation to the Department of Public Works and Environmental Services demonstrating compliance with development condition #16.

    B. Sustainable sites. The applicant shall install bike racks for employees and customers, provide incentives for employees who walk or bike to work, provide preferred parking for carpools and low emission vehicles, provide showering and changing facilities for those employees who bike, walk, or jog to work, implement a light pollution reduction strategy utilizing motion

sensors and photocell/time clock, and install a "white" roofing membrane to increase reflectiveness.

C. Water efficiency. The applicant shall install motion sensor faucets and flush valves and install ultra-low-flow plumbing fixtures.

D. Energy and atmosphere. The applicant shall provide occupancy sensors in applicable areas, turn-off all computers & peripherals when not in use, install daylight sensors (automatic light controls tied into skylights), provide LED or fluorescent lamps in building light fixtures, provide Energy Star equipment and appliances, install large fans to facilitate air movement and cut down on use of air conditioning systems, recycle all waste oil, utilize vegetable oil (instead of caustic hydraulic fluid) for service lifts, increase roof and wall insulation to increase R-value of the building envelope and cut down on heat loss/gain, install high-speed doors at service areas to cut down on heat loss/ gain, and provide airlock at entry areas with walk-off mats.

E. Materials and resources. The applicant shall provide for the separation, collection and storage of recyclables for glass, paper, metal, plastic and cardboard waste, implement a battery/ light bulb recycling program, recycle all computer equipment (printers, cartridges, etc.), and use rapidly renewable, certified and recycled content products when available.

F. Indoor environmental quality. The applicant shall use only "green" cleaning products for janitorial services, install carbon dioxide monitors with demand control ventilation, prohibit smoking from inside the building and designate tobacco use areas 25' away from building entrances and air intakes, install of walk-off mats to reduce the pollutants coming into the building, utilize HVAC unit filters that are a minimum Merv 8, use products and paints with low or no VOC's, provide appropriate exhaust for areas where hazardous materials or services are provided, use low-emitting materials for adhesives, sealants, carpet, paints and coatings, specify non ozone-depleting refrigerants in HVAC systems, provide additional outside air ventilation opportunities to improve indoor air quality, prohibit the use of any materials which contain urea formaldehyde resins , and provide individual and multi-occupancy thermal comfort controls.

17. The applicant shall provide signage along the 5 foot wide trail on Annandale Road to alert pedestrians to the reduced trail width, subject to the issuance of sign permits by the Zoning Inspections Branch, Department of Planning and Zoning.

18. The transitional screening buffer yard along the northern property line shall not be reduced in width, plant type, or planting intensity from that shown on the GDP/SE Plat. The proposed landscaping on the site shall be subject to a

walk-through inspection and final review by Urban Forest Management, prior to the issuance of a Non-RUP.

19. Prior to the commencement of construction, the applicant shall provide contact information in writing to the owners of the properties that abut the northern property line. This contact information shall include the name and telephone number of the Bill Page Toyota General Manager, as well as the telephone number for the Fairfax County Department of Code Compliance.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established or construction has commenced and been diligently prosecuted. If the project is phased, development of the initial phase shall be considered to establish the use for the entire development as shown herein. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Approved a modification of the transitional screening and barrier requirements on the northern property line, in favor of that shown on Generalized Development Plan/Special Exception (GDP/SE) plat and as conditioned.

- Directed the Director of the Department of Public Works and Environmental Services to waive the tree preservation target area requirement.

- Approved the loading space modification to that shown on the GDP/SE plat.

Sincerely,

Catherine A. Chianese

Catherine A. Chianese
Clerk to the Board of Supervisors

Cc: Chairman Sharon Bulova
Supervisor Lynda Smyth, Providence District
Janet Coldsmith, Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Angela K. Rodeheaver, Section Chief, Transportation Planning Division
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
District Planning Commissioner
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

ATTACHMENT 3

Lynne J. Strobel
(703) 528-4700 Ext. 5418
lstrobel@thelandlawyers.com

WALSH COLUCCI
LUBELEY & WALSH PC

FAIRFAX COUNTY
RECEIVED
JUN 15 2015
DIVISION OF
ZONING ADMINISTRATION

2015-0798

June 12, 2015

Via E-Mail and U.S. Mail

Leslie B. Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning and Zoning
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035

Re: SE 2011-PR-007
Applicant: Page Annandale Road Associates, LLC
Fairfax County Tax Map Reference: 50-4 ((1)) 25, 26, 27 and 27A;
50-4 ((12)) 1, 1A, 2 and 3

Dear Ms. Johnson:

Please accept this letter as a request for additional time to commence construction in accordance with Section 9-015 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance").

The referenced application was approved by the Board of Supervisors at its hearing held on January 10, 2012. The Board of Supervisors granted SE 2011-PR-007 subject to development conditions, including a requirement that construction commence and be diligently prosecuted within thirty (30) months after the date of approval. In accordance with an additional time request granted by the Board of Supervisors, the current expiration date of the approval is July 10, 2015. Please accept this letter as a request for twelve (12) months of additional time to commence construction of the improvements approved in conjunction with SE 2011-PR-007.

The approved special exception permits the construction of a vehicle sales, rental and ancillary service establishment that will replace an existing establishment operating the same type of business. A number of issues arose during preparation of the site plan that required resolution prior to its submission to Fairfax County. A site plan, referenced as 25528-SP-001-2, was first submitted on January 30, 2014 and was recommended for approval by the Department of Public Works and Environmental Services on December 12, 2014. Additional time was needed to secure a VDOT permit. The Applicant has recently obtained approval from Bonds and Agreements, however, several issues require resolution prior to construction including approval of bonding with VDOT and the issuance of building permits. The Applicant anticipates that these issues will be resolved within the next several months. While construction will begin as soon as possible, it is not certain whether it will commence prior to July 10, 2015. Therefore, the Applicant is submitting this request for additional time to ensure that the special exception approval does not expire.

In accordance with Section 9-015 of the Zoning Ordinance, I would appreciate the acceptance of this letter as a request for twelve (12) months of additional time to commence construction of the improvements approved with SE 2011-PR-007. The Applicant was required to resolve a number of issues prior to submission of the site plan and these issues were unanticipated at the time of the original approval. The Applicant subsequently submitted its site plan and diligently pursued its approval. Bonds have been posted and the commencement of construction is anticipated to occur within a matter of months. There have been no changes in circumstances that would render the prior approval inconsistent with the Comprehensive Plan or the public interest.

Should you have any questions regarding this request, or require additional information, please do not hesitate to contact me. As always, I appreciate your cooperation and assistance.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.

Lynne J. Strobel

cc: Raymond Page
China Arbuckle
Jeff Stuchel
Jon Penney

{A0666900.DOCX / 1 Ltr to Johnson re: additional time request 007173 000002}

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 10

Streets into the Secondary System (Providence 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.

Subdivision	**District**	**Street**
Shady Brook Section B Lots 3 & 4 (Spring Street)	Providence	Spring Street
Fox Hill Estates	Sully	Bandol Lane
Timber Ridge at Discovery Square (Park Facility)	Sully	Wall Road

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)
William D. Hicks, P.E., Director, Land Development Services, DPWES

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

ENGINEERING MANAGER: Imad A. Salous, P.E.

BY: Nadia Alphonse

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: 3794-PI-001

SUBDIVISION PLAT NAME: Shady Brook Section B Lots 3 & 4 (Spring Street)

COUNTY MAGISTERIAL DISTRICT: Providence

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/16/2015

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Spring Street	Existing Spring Street (Route 1174) - 160' S CL Idylwood Road (Route 695)	222' S to End of Cul-de-Sac	0.04
		TOTALS:	0.04

NOTES:

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 1191-SD-01

SUBDIVISION PLAT NAME: Fox Hill Estates

COUNTY MAGISTERIAL DISTRICT: Sully

ENGINEERING MANAGER: Imad A. Salous, P.E.

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/16/2015

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Bandol Lane	CL Saddle Crescent Circle (Route 8735) - 202' SW CL Saddlewood Court (Route 8737)	402' SE to End of Cul-de-Sac	0.08
		TOTALS:	0.08

NOTES:

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 5810-SP-014

SUBDIVISION PLAT NAME: Timber Ridge at Discovery Square (Park Facility)

COUNTY MAGISTERIAL DISTRICT: Sully

ENGINEERING MANAGER: Imad Salous, P.E.

BY: Nadia Alphonsa

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 05/19/2015

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Wall Road	Existing Wall Road (Route 645) - 564' NW CL Air & Space Museum Parkway (Route 7833)	132' NW to End of Cul-de-Sac	0.03
		TOTALS:	0.03

NOTES:

5' Concrete Sidewalk around the Cul-de-Sac to be maintained by Fairfax County.

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 11

Approval of a Portion of a Street Name Change from Leesburg Pike (Outlet Road) to Serenity Woods Lane (Hunter Mill District)

ISSUE:
Board of Supervisors approval of a street name change in the Official County Digital Property Map and the Master Addressing Repository from Leesburg Pike to Serenity Woods Lane on Tax Map #019-1

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the street name change to Serenity Woods Lane effective 30 days following Board approval, in accordance with Section 102-1-9 of *The Code of the County of Fairfax, Virginia.*

TIMING:
Routine.

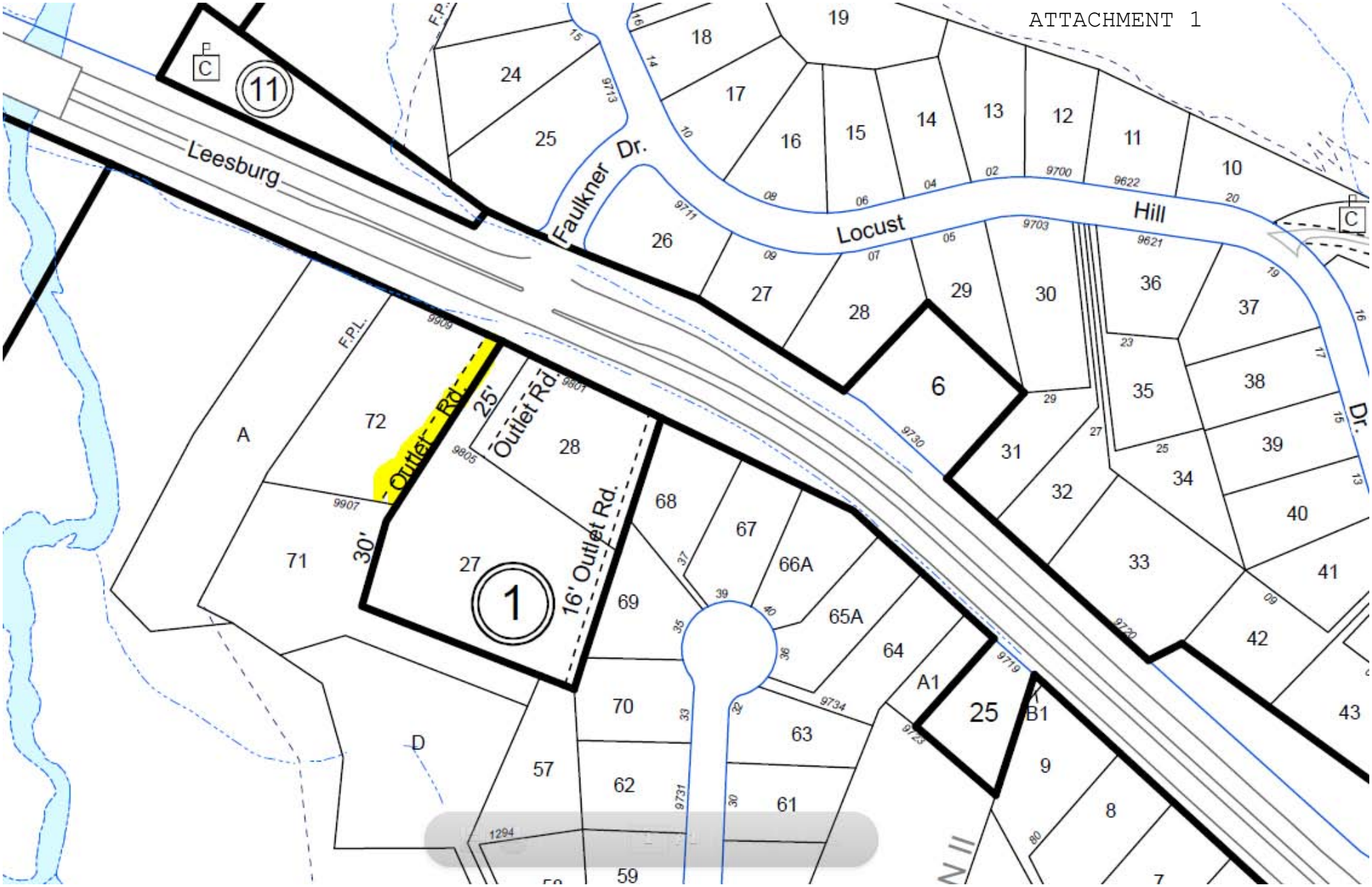
BACKGROUND:
The Site and Addressing Center has received a request from the property owners to change a portion of the street name from Leesburg Pike to Serenity Woods Lane. There are three properties on this stretch of roadway that are addressed from this street. All residents have agreed to this change.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I – Vicinity Map

STAFF:
Robert A. Stalzer, Deputy County Executive
William D Hicks P.E., Director, Land Development Services, DPWES

ATTACHMENT 1



Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 12

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the U.S. Department of Health and Human Services Office of Family Assistance, New Pathways for Fathers and Families Program

ISSUE:
Board authorization is requested for the Department of Family Services to apply for and accept grant funding, if received, from the U.S. Department of Health and Human Services Office of Family Assistance in the amount of $1,487,147. Funding will be used to expand and increase access to supportive services for fathers, and infuse father involvement best practices across systems of care agencies in Fairfax County. Funding will enhance and expand existing programs to strengthen positive father-child engagement, enhance fathers' economic stability and nurture healthy relationships, including couple, marriage, and co-parenting relationships. No Local Cash Match is required. This funding will support 7/7.0 FTE new grant positions. The grant period is September 30, 2015 to September 29, 2016, with four annually appropriated renewals for a total grant period of five years. Capacity to sustain the program beyond the grant funding period will be developed among DFS and its partnering agencies. However, the intent of the services funded by the federal award is to instill father engagement best practices into daily staff operations over the life of the grant so that special father-focused case management, which is the core component of the program, is no longer required at the end of the five year period. No new General Fund resources will be requested to continue this program when grant funding ends. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Department of Family Services to apply for and accept funding, if received, from the U.S. Department of Health and Human Services Office of Family Assistance. Funding in the amount of $1,487,147 will increase access to supportive services for fathers and their families and infuse father engagement best practices across systems of care agencies in Fairfax County. No Local Cash Match is required. There are 7/7.0 FTE new grant positions associated with this award.

Board Agenda Item
July 28, 2015

TIMING:
Board action is requested on July 28, 2015. Due to the grant application deadline of July 7, 2015, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
Between FY 2007 and FY 2014, the DFS Children, Youth and Families (CYF) Division Quality Assurance Unit conducted in-depth reviews of case practice with fathers and mothers involved with Child Protective Services and Foster Care. Data shows that comprehensive assessments of fathers' needs were conducted much less frequently than those of mothers (45 percent versus 69 percent, respectively) making fathers an underserved population in CYF. Similarly, it was discovered that fathers were provided appropriate services at much lower rates than mothers (39 percent versus 63 percent, respectively). With a total of 355 cases reviewed, the data pattern held across fiscal years.

In order to address the need to be more inclusive of fathers, DFS developed the Fairfax Fatherhood initiative in 2007. This initiative's two-pronged approach began with staff training on effective father engagement for social workers in 2008, and the provision of fatherhood classes for fathers beginning in 2009. In 2013, the Father Engagement Unit (FEU) was created with the funding of a full-time position dedicated to father engagement. Another position was transferred to FEU in 2015 to help expand and infuse father engagement best practices across the CYF Division and other systems of care agencies. To date, more than 350 child welfare professionals, including staff from other systems of care agencies and community-based organizations, have been trained in father engagement best practices. In addition, more than 130 fathers have successfully completed the Fairfax County sponsored Fathers In Touch (FIT) parenting program.

Grant funding will greatly enhance the ability to effectively serve fathers who are receiving CYF services and other fathers currently beyond the program's reach. Funds will enhance the department's collaboration with systems of care agencies such as the Fairfax-Falls Church Community Services Board (CSB), Fairfax County Public Schools (FCPS), and Juvenile and Domestic Relations District Court (JDRDC), and non-profit community-based organizations such as OAR (Opportunities, Alternatives, Resources) of Fairfax County to better serve and meet the identified needs of fathers in Fairfax County.

DFS is applying for $1,487,147 in grant funding and will act as the lead agency to administer the grant. DFS and its partner agencies will be able to serve up to 180

additional fathers per year. Special attention will be given to serve at-risk fathers, including young fathers between the ages of 16 and 24. Services funded through this grant will include:

- Father-focused clinical case management services for fathers receiving child welfare services from the DFS Children, Youth and Families Division, fathers who are inmates at the Adult Detention Center, and for fathers who have children at Bryant Alternative High School and JDRDC's Foundations group home and Boys Probation House;
- Fatherhood parenting programs in the community and onsite at CSB's Behavioral Health Outpatient Program Men's Day Treatment and Intensive Outreach program;
- Enhancements to the Father2Father Peer Mentoring program currently being piloted in the DFS Children, Youth and Families Division;
- Funding for home-based counseling services to address conflictual relationships between fathers and the mothers of their children; and
- Community roundtables and other outreach activities.

These services will be provided through a combination of new grant positions as well as contracted services. Funding includes $739,758 in Personnel Services and Fringe Benefits which will support 7/7.0 FTE new grant positions, $567,777 in contracted services, $65,307 in miscellaneous operating costs, and $114,305 in Indirect Costs. The new positions will be utilized in the following manner:

- 1/1.0 FTE Social Services Supervisor will provide direct clinical and administrative support to the case managers and support the Project Manager in managing the program;
- 1/1.0 FTE Management Analyst I will provide program support, manage administrative and budget requirements, gather and report data, and ensure proper communication flows between partners; and
- 5/5.0 FTE Social Services Specialists II will provide trauma-informed clinical casework services for at-risk fathers.

Attachment 2 – Budget Information – Non Construction Programs gives additional details on the budget included in this grant application. It should also be noted that while the grant solicitation does not require a local match, in an effort to enhance the County's competitiveness, the grant application includes $151,215 in in-kind support.

FISCAL IMPACT:
Grant funding in the amount of $1,487,147 is being requested from the U.S. Department of Health and Human Services Office of Family Assistance to increase access to

supportive services for fathers and their families and infuse father engagement best practices across systems of care agencies in Fairfax County. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2016. This grant does allow the recovery of indirect costs and DFS anticipates that the County will recover $114,305 in indirect costs for this grant.

CREATION OF NEW POSITIONS:
There are 7/7.0 FTE new grant positions associated with this award. The County is under no obligation to continue funding these positions when the grant funding expires.

ENCLOSED DOCUMENTS:
Attachment 1 – Summary of Grant Proposal
Attachment 2 – Budget Information – Non Construction Programs

STAFF:
Patricia D. Harrison, Deputy County Executive
Nannette M. Bowler, Director, DFS
Jill Forbes, Division Director, DFS, Children Youth and Families Division

FAIRFAX COUNTY
SUMMARY OF GRANT PROPOSAL

Grant Title: New Pathways for Fathers and Families

Funding Agency: U.S. Department of Health and Human Services Office of Family Assistance

Applicant: Fairfax County Department of Family Services

Purpose of Grant: Funding will be used to implement Father Connection: a program to strengthen positive father-child engagement, improve employment and economic mobility opportunities, and improve healthy relationships. Human service agencies and community organizations will partner to provide comprehensive services to address the social, emotional, and economic stability needs of fathers and their target communities.

Funding Amount: Year one funding of $1,487,147, with four annually appropriated renewals for a total grant period of five years. No Local Cash Match is required.

Positions: There are 7/7.0 FTE new grant positions associated with this award. These positions will be utilized in the following manner:

- 1/1.0 FTE Social Services Supervisor will provide direct clinical and administrative support to the case managers and support the Project Manager in managing the program;
- 1/1.0 FTE Management Analyst I will provide program support, manage administrative and budget requirements, gather and report data, and ensure proper communication flows between partners; and
- 5/5.0 FTE Social Services Specialists II will provide trauma-informed clinical casework services for at-risk fathers.

Proposed Use of Funds: Enhancement of existing programs and expansion to add new programs to serve up to 180 additional fathers per year. Services funded through this grant will include:

- Father-focused clinical case management services for fathers receiving child welfare services from the DFS Children, Youth and Families Division and fathers who are inmates at the Adult Detention Center; and for fathers who have children at Bryant Alternative High School and JDRDC's Foundations group home and Boys Probation House;
- Fatherhood parenting programs in the community and onsite at CSB's Behavioral Health Outpatient Program Men's Day Treatment and Intensive Outreach program;
- Enhancements to the Father2Father Peer Mentoring program currently being piloted in DFS Children, Youth and Families Division;
- Funding for home-based counseling services to address conflictual relationships between fathers and the mothers of their children; and
- Community roundtables and other outreach activities.

Target Population: Low-income, at-risk fathers and young fathers, especially those involved with the child welfare system, re-entering the community from jail, and participating in substance

abuse treatment; and fathers who have children involved with juvenile court and alternative high schools.

Performance Measures: Standardized performance measures are required in four areas: applicant characteristics, operations, enrollment and participation, and outcome measures. Outcome measures include pre- and post-test measures of attitudes, beliefs, and actions.

Grant Period: September 30, 2015 – September 29, 2016

Attachment 2

Applicant Name: Fairfax County Department of Family Services Award Number:

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds: Federal (c)	Estimated Unobligated Funds: Non-Federal (d)	New or Revised Budget: Federal (e)	New or Revised Budget: Non-Federal (f)	Total (g)
1. New Pathways for Fathers and Families	93.086			$1,487,146.82		$1,487,147
2.						$0
3.						$0
4.						$0
5. Totals		$0	$0	$1,487,147	$0	$1,487,147

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity (1)	(2)	(3)	(4)	Total (5)
a. Personnel	$509,966.70				$509,967
b. Fringe Benefits	$229,791.00				$229,791
c. Travel 5 staff x 46 mi RT x .575/mi	$132.25				$132
d. Equipment	$15,400				$15,400
e. Supplies	$12,811.28				$12,811
f. Contractual	$567,776.52				$567,777
g. Construction	$0.00				$0
h. Other	$36,964.00				$36,964
i. Total Direct Charges (sum of 6a-6h)	$1,372,841.75	$0	$0	$0	$1,372,842
j. Indirect Charges (10% deminimis rate)	$114,305.08				$114,305
k. **Totals** (sum of 6i-6j)	$1,487,146.82	$0	$0	$0	$1,487,147
7. Program Income	$0				$0

$1,487,146.83 Budget calc from submission sheet

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Section C - Non-Federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. New Pathways for Fathers and Families	$151,214.59	$0		$151,214.59
9.				$0.00
10.				$0.00
11.				$0.00
12. **Total** (sum of lines 8 - 11)	$151,214.59	$0	$0	$151,214.59

Section D - Forecasted Cash Needs

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	$1,487,146.82	$371,786.71	$371,786.71	$371,786.71	$371,786.71
14. Non-Federal	$0.00				
15. **Total** (sum of lines 13 and 14)	$1,487,146.82	$371,786.71	$371,786.71	$371,786.71	$371,786.71

Section E - Budget Estimates of Federal Funds Needed for Balance of the Project

(a) Grant Program	Future Funding Periods (Years): (b) First	(c) Second	(d) Third	(e) Fourth
16. New Pathways for Fathers and Families	$1,500,507.72	$1,566,860.78	$1,615,031.99	$1,593,155.01
17.				
18.				
19.				
20. **Total** (sum of lines 16-19)	$1,500,507.72	$1,566,860.78	$1,615,031.99	$1,593,155.01

Section F - Other Budget Information

21. Direct Charges

22. Indirect Charges
Applying 10% deminimis rate

23. Remarks

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Instructions for the SF-424A

Public Reporting Burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

General Instructions
This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the later case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)
For applications pertaining to a **single** Federal grant program (Federal Domestic Assistance Catalog number) and **not requiring** a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a **single** program **requiring** budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in **Column** (a) and the respective catalog number on each line in Column (b).
For applications pertaining to **multiple** programs where one or more programs **require** a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories
In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.
Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column
(a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.
If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations or comments deemed necessary.

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 13

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of $116,813. Grant funding will be used to purchase a Night Vision Device for the K-9 Unit; Forward Infrared Hand-Held Devices for K-9; and a FARO Focus3D Laser Scanner X130 Mapping System for the Crash Reconstruction Unit. The grant period for this award is October 1, 2014 to September 30, 2018. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Police Department to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of $116,813. Funding will be used to purchase a Night Vision Device for the K-9 Unit; Forward Infrared Hand-Held Devices for K-9; and a FARO Focus3D Laser Scanner X130 Mapping System for the Crash Reconstruction Unit. No new positions will be created with this grant and no Local Cash Match is required.

TIMING:
Board action is requested on July 28, 2015. Due to an application deadline of June 26, 2015, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
The U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant provides awards of federal funding to support a range of local

program areas, including law enforcement equipment, technology improvements, and crime prevention programs. This grant will support officer safety improvements and operational equipment upgrades. Funding in the amount of $116,813 will support the purchase of a Night Vision Device for the K-9 Unit; Forward Infrared Hand-Held Devices for K-9; and a FARO Focus3D Laser Scanner X130 Mapping System for the Crash Reconstruction Unit. This equipment will enhance the ability of FCPD to provide for officer safety, improve K-9's ability to locate suspects and endangered and missing persons, and allow for improvements in accident reconstruction documentation.

As part of the grant application process and in accordance with the special conditions of the Justice Assistance Grant program, the grant application must be made available for review by the governing body of the local government during a scheduled meeting open to the public. The application must also be made available to provide an opportunity for citizens to comment. The grant will be made available to the public at the Board meeting as part of this administrative item to comply with the above requirement.

FISCAL IMPACT:
If awarded, grant funds from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of $116,813 will be used to purchase a Night Vision Device for the K-9 Unit; Forward Infrared Hand-Held Devices for K-9; and a FARO Focus3D Laser Scanner X130 Mapping System for the Crash Reconstruction Unit. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:
No positions will be created by this grant award.

ENCLOSED DOCUMENTS:
Attachment 1 – Grant Application

STAFF:
David M. Rohrer, Deputy County Executive for Public Safety
Colonel Edwin C. Roessler Jr., Chief of Police

ATTACHMENT 1

Department of Criminal Justice Services – Justice Assistance Grant
Fairfax County Police Department: Local Solicitation 2015

ABSTRACT PROPOSAL

Upgrade of Operational Equipment

The Fairfax County Police Department requests grant funding in the amount of $116,813 to upgrade equipment in two entities within the Department. First, the Canine Section is requesting $44,813 to outfit more patrol canine teams with both a thermal imaging device and infrared monocles. Currently, some Canine Section teams possess the Oays SkeetIR thermal imagers and some units possess the ITT PVS-14 infrared monocles. In order to ensure all canine teams are provided the same equipment afforded to some of the teams, one additional thermal imager and eight infrared monocles are being requested with grant funding. The units who do not possess the thermal imagers or thermal imaging equipment are at a greater risk of injury and their ability to capture suspects is reduced.

Secondly, the Crash Reconstruction Unit (CRU) requests grant funding in the amount of $72,000 in grant for a scene mapping system. The funds will be used to purchase one FARO Focus3D Laser Scanner X130 kit for CRU to be used to collect evidence during the investigation of fatal and serious vehicle crashes. FARO X130 is a durable device that is designed and well suited for vehicle crash investigations. The device is portable, convenient and more effective than the current generation of laser scene mapping equipment. The FARO X130 requires a manual set-up on a scene but the data collection is automated, allowing the detective time to focus on other aspects of the investigation. The FARO X130 does not require a second detective moving from point to point within the roadway and crash scene, thus avoiding a significant risk of injury from passing vehicle traffic. The FARO X130 includes an integrated camera allowing the digital laser scene to be integrated automatically with color photography. This is a feature not available from current technology. Also, the current scene mapping equipment requires detectives to make individual measurements to each data point in a crash scene using a total station laser measuring device that requires a minimum of two detectives. Using the FARO X130, a single detective can set up the unit for a scan and then walk away while the unit makes up to 976,000 measurements per second. This devise will provide significant improvements to the CRU's ability to collect evidence, document crash scenes, and prosecute cases.

PROJECT IDENTIFIERS

Canine Unit Equipment	Crash Reconstruction Unit
Equipment-Tactical	Equipment-Forensic
Officer Safety	Officer Safety
System Improvements	System Improvements
Counter Terrorism	Computer Software/Hardware
Less Than Lethal	GEO-Mapping

A) PROGRAM NARRATIVE Canine Unit

The FCPD requests grant funding in the amount of $44,813 to outfit the Canine Section with one handheld thermal imaging device and eight infrared devices. Currently, the Canine Section possesses several Oays SkeetIR thermal imagers and several ITT PVS-14 infrared monocles with the goal of equipping all K-9 teams with this equipment.

The Canine Section is a centralized unit that operates out of the Operations Support Bureau. They employ patrol canines, cross trained to detect illegal narcotics and locate and apprehend criminal persons. Within the section, three Bloodhounds are also employed, whose primary mission is to track those who have not committed a crime, such as young children, the elderly and persons with diminished mental capacity. In 2014, the fifteen canine teams were dispatched to 3122 calls for service. The teams deployed 922 times to either locate or help contain a person. Of those deployments, 552 tracks were attempted. Tracking of criminal suspects is arguably one of the most dangerous situations a police officer faces. In order to justify the deployment of a patrol canine to locate someone, the crime must have been a felony or a violent misdemeanor such as assault or weapon offense. In the majority of these situations, the criminal suspect has fled after committing the crime or has fled from patrol units. In all cases, the criminal suspect has already exhibited their propensity for violence and the willingness to evade capture or detection.

Since obtaining the handheld thermal imagers in mid-2012, the Canine Section has utilized the technology with great success. In lieu of citing specific examples as they are too numerous to mention, a benefits analysis shall be provided. Canine teams track without the use of flashlights to avoid divulging their position as it is a safety issue. By having the technology to see when there is no light; this allows the canine team to clear areas safely from cover or distance. By reading indices provided by the dogs when they are close to the criminal subject, the canine team can stop, find cover and scan the area with the thermal imager. This also provides one more opportunity to warn the criminal subject of the impending dog bite if they fail to give up. Prior to this technology, the canine team either ran right into the criminal subject while tracking or would have to illuminate the area, giving away their position as previously mentioned. Other uses the Canine Section has utilized the thermal imager for have been clearing open forests under cover of the tree canopy for subjects. During the late spring, summer, and early fall months, the thermal camera on the police helicopter is unable to penetrate to ground level. Having the handheld thermal imager is able to greatly aide in utilizing this technology from all angles. A secondary use has been aiding officers looking for spent shell casings, edged weapons, and fired bullets on crime scenes. As metallic objects cool at a different rate than the surrounding ground, what used to take multiple officers searching the ground with flashlights can now be handled by one canine officer in just a few minutes.

Use of the infrared monocles attached to the ballistic helmets or being hand-held, the devices will greatly aide in tracking situations. Unlike the thermal imager that detects heat, the infrared monocle amplifies ambient light. A subject will not stand out as with the thermal imager, but

movement by the canine team through low light areas will prove quieter, safer, and without disclosing their position. Canine handlers are prone to being injured, more often than not while tracking. Sprained and fractured ankles, scratches and eye injuries are all too common occurrences for a canine handler. Being able to see ones surrounding and the terrain will greatly reduce these situations.

Goals and Objectives

The goal of this grant funding request is to outfit all patrol canine teams with the same technology that currently only some are equipped with.

Strategic Objectives:

- Improve Safety – By providing canine teams with an infrared monocle, that can be mounted to their issued ballistic helmet, the number of work related injuries from trips and falls should lessen while tracking in low or no light situations.

- Provide a Tactical Advantage – With each canine team outfitted with both a thermal imager and infra-red monocle, they will be able to spot criminal subjects prior to being in a tactically disadvantageous position. A secondary benefit to this is being able to provide a criminal suspect with a verbal warning to surrender or be bitten by a police canine. Often times, when a warning is able to be given the suspect will surrender peacefully to avoid the bite.

- Assist Patrol – There are times when the deployment of a patrol canine is not feasible due to the severity of the crime or no crime at all. With all canine teams being equipped with this technology, it allows patrol twenty-four hour access to the most updated technology. Although the helicopter is equipped with a very good thermal camera, their flight status and availability are affected by weather and maintenance scheduling. A patrol canine team is always on duty.

Performance Measures

As previously mentioned, the Canine Section has already been using this technology in the field for several years. Both products have been proven to be reliable and rugged. Although there are other devices available, no other manufacturer has developed a product that fits the Canine Section's demand for quality, size, ease of operation and cost.

Implementation

When the grant funding is awarded, the Financial Resources Division will facilitate appropriation of grant funding and procurement. Officers will be provided instructions from the manufacture as to the proper operation of all equipment. Officers would be responsible for the maintenance and upkeep of all purchased equipment throughout its lifespan.

As all canine officers have utilized this equipment in both training and field deployments, it will immediately be distributed. With all canine teams equipped with both thermal imagers and infra-red monocles, they will be in a better position to assist patrol which is the team's primary mission.

B) Part #1 PROGRAM NARRATIVE Crash Reconstruction Unit

The Fairfax County Police Department (FCPD) requests grant funding in the amount of $72,000 to upgrade scene mapping equipment necessary for the accurate operational aspects of the Crash Reconstruction Unit (CRU) of the Traffic Division. This upgrade will enhance the Department's ability to collect evidence at the scene of fatal and serious injury vehicle crashes and further assist in the prosecution of criminal cases. The current mapping equipment is antiquated and we are unable to fund the needed modern equipment because of budget issues.

The CRU is staffed with five full-time specially trained detectives. The unit is responsible for investigating all fatal and serious vehicle crashes, all vehicle related suicides, train and aircraft accidents, accidents involving construction equipment, police and fire department involved crashes with injury, serious injury hit and run crashes and other related events in which the specific skills of the reconstruction detective are needed. They are also responsible for the collection, maintenance and presentation of evidence to the Commonwealth Attorney and the Courts in Manslaughter and Driving While Intoxicated Manslaughter cases. Finally, the unit also provides statistical data and training for county residents, police officers and supervisors in the response to serious vehicle crashes and vehicle safety.

Equipment Request

1 FARO Focus3D Laser Scanner X130

Grant funding will be used to purchase one FARO Focus3D Laser Scanner X130 kit for CRU to be used to collect evidence during the investigation of fatal and serious vehicle crashes. FARO X130 is a durable device that is designed and well suited for vehicle crash investigations. The device is portable, convenient and more effective than the current generation of laser scene mapping equipment. The FARO X130 requires a manual set-up on a scene but the data collection is automated, allowing the detective time to focus on other aspects of the investigation. The FARO X130 does not require a second detective moving from point to point within the roadway and crash scene, thus avoiding a significant risk of injury from passing vehicle traffic. The

current laser mapping system does not have an integrated camera. The FARO X130 includes an integrated camera allowing the digital laser scene to be integrated automatically with color photography. This is a feature not available from current technology. Also, the current scene mapping equipment requires detectives to make individual measurements to each data point in a crash scene using a total station laser measuring device that requires a minimum of two detectives. Each point must be independently measured and the collection of data becomes cumbersome and time consuming. Using the FARO X130, a single detective can set up the unit for a scan and then walk away while the unit makes up to 976,000 measurements per second. The FARO X130 is capable of measuring a crash scene with millions of data points while current crash scene mapping is limited to several hundred data points. The FARO X130 has a range of 130 meters and an error range of only +/- 2mm. This devise will provide significant improvements to the CRU's ability to collect evidence, document crash scenes, and prosecute cases.

Goals and Objectives

The goal of this grant funding request is to increase the efficiency, effectiveness and thoroughness of crash reconstruction investigations while also being available for use by other entities with similar scene mapping needs. This tool will also increase officer safety by allowing the operator to be out of the roadway during the collection process and have his or her attention on traffic and other safety concerns rather than the operation of the equipment.

Strategic Objectives:

- Improved Collection Ability – Current scene mapping equipment requires detectives to make individual measurements to each data point in a crash scene using a total station laser measuring device that requires a minimum of two detectives. Each point must be independently measured and the collection of data becomes cumbersome and time consuming. Using the FARO X130, a single detective can set up the unit for a scan and then walk away while the unit makes up to 976,000 measurements per second. The FARO X130 is capable of measuring a crash scene with millions of data points while current crash scene mapping is limited to several hundred data points. The FARO X130 has a range of 130 meters and an error range of only +/- 2mm.

- Office Safety - The FARO X130 requires a set up on scene but the data collection is automated allowing the detective time to focus on other aspects of the investigation. The FARO X130 does not require a second detective moving from point to point within the roadway and crash scene avoiding a significant risk of injury from passing vehicle traffic.

- Integrated color camera – The current laser mapping system does not have an integrated camera. The FARO X130 includes an integrated camera allowing the digital laser scene to be integrated automatically with color photography. This is a feature missing completely form current technology.

- Mutual Aid- CRU is often asked to assist surrounding jurisdictions in major crash incidents because of their experience level and expertise. Also, CRU assists homicide units in cases where measurements are needed, for instance, in long-range shooting dynamics. This new mapping system will also be available for CRU detectives to assist other agencies when requested.

Performance Measures

The CRU will receive professional training from the manufacture. Once complete, the unit will start using the devices and be able to compare current scans with FARO X130 scans, learn the unique functions of new equipment, and evaluate how the significantly improved technology can best aid in the investigation and prosecution of serious injury and fatal vehicle crashes. Training will be ongoing and will occur multiple times per year to maintain skill levels.

Implementation

When the grant funding is awarded, the Financial Resources Division will facilitate appropriation of grant funding and procurement of the FARO X130 kit, following local and federal procurement regulations. It should be noted that the FARO X130 will be issued to the CRU and utilized by the five detectives assigned who have met the training and qualification requirements. Documentation will be maintained regarding training and where the devices are deployed.

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 14

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Community Policing Services, COPS Hiring Program

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Community Policing Services (COPS). Grant funding in the amount of $1,000,000, awarded over a three-year period, will provide financial assistance to fund 8/8.0 FTE new merit police officer positions. The grant funding for these positions is intended to partially offset General Fund costs associated with positions currently included in the Public Safety Staffing Plan. One-time County funding of $1,538,073 is required over the three-year grant period, for a total program cost of $2,538,073. The one-time County funding of $1,538,073 has not been specifically identified in the Police Department budget or the Federal-State Grant Fund. If new General Fund resources are not available, then funding will need to be identified within existing balances. However, if no County resources are identified, the County may need to decline the award. At the end of the three-year grant period, the County is required to retain the eight positions for an additional year. However, since these positions are included in the Public Safety Staffing Plan, it is intended that they will continue indefinitely at an estimated yearly cost of $931,941.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Fairfax County Police Department to apply for and accept funding, if awarded, from the U.S. Department of Justice, Office of Community Policing Services. Funding in the amount of $1,000,000 will be used to hire, train and support 8/8.0 FTE merit police officer positions currently include in the Public Safety Staffing Plan. One-time County funding of $1,538,073 is required over the three-year grant period, for a total program cost of $2,538,073. At the end of the three-year grant period, the County is required to retain the eight positions for an additional year. However, since these positions are included in the Public Safety Staffing Plan, it is intended that they will continue indefinitely at an estimated yearly cost of $931,941.

Board Agenda Item
July 28, 2015

TIMING:
Board Action is requested on July 28, 2015. Due to an application deadline of June 19, 2015, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
Recognizing that many jurisdictions continue to have budget constraints that have resulted in reductions in staffing, the COPS Hiring Program provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. The Police Department intends to use the grant funding, if awarded, to hire eight patrol officers. These officers will enable the department to continue the many initiatives associated with community policing by increasing staffing as described in the Public Safety Staffing Plan. The grant funded officers will be assigned to the Patrol Bureau to perform the duties associated with a Fairfax County police officer. Critical areas such as traffic enforcement, crime reduction and responding to calls for service will be incorporated with these positions as the Police Department explores best practices to further its community policing strategy.

The COPS grant allows for funding for up to 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over the three-year grant period, with a minimum 25 percent local cash match requirement and maximum federal share of $125,000 per officer position. The grant application funding costs were based on the department's current entry-level salary and fringe benefits for full-time sworn officers. Any additional costs for higher than entry-level salaries and fringe benefits as well as all operating expenses are the grantee agency's responsibility and will be evaluated with the County Executive if an award is received. The County is not obligated to accept the award if County funding is unavailable.

FISCAL IMPACT:
If awarded, the FCPD will receive $1,000,000 in federal funding over a three-year period to hire, train and support 8/8.0 FTE merit sworn police officers. One-time County funding of $1,538,073 is required over the three-year grant period, for a total program cost of $2,538,073. The one-time County funding of $1,538,073 has not been specifically identified in the Police Department budget or the Federal-State Grant Fund. If new General Fund resources are not available, then funding will need to be identified within existing balances. However, if no County resources are identified, the County may need to decline the award. At the end of the three-year grant period, the County is

required to retain the eight positions for an additional year. However, since these positions are included in the Public Safety Staffing Plan, it is intended that they will continue indefinitely at an estimated yearly cost of $931,941. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:
A total of 8/8.0 FTE merit positions would be created through this grant award. The County has an obligation to fully fund these positions for one additional year after the initial three-year grant period. However, since these positions are included in the Public Safety Staffing Plan, it is intended that they will continue indefinitely.

ENCLOSED DOCUMENTS:
Attachment 1 - Grant Application

STAFF:
David M. Rohrer, Deputy County Executive for Public Safety
Colonel Edwin C. Roessler Jr., Chief of Police
Major Joseph R. Hill, Commander, Administrative Support Bureau

COPS Application

VA02901

Fairfax County Police Department

COPS
COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

SECTION 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Verify the COPS grant program for which you are requesting federal assistance. A separate application must be completed for each COPS program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

◉ **Law Enforcement**

○ **Non-Law Enforcement**

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Police

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department which is operational as of June 19, 2015, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

Additionally, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s); respond to or investigate crimes within a correctional institution; serve warrants; provide courthouse security; transport prisoners; and/or have cases referred to them for investigation or investigational support.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

SECTION 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number VA02901

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number: 074837626

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Application Guide.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. DOJ requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at http://www.sam.gov.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Application Guide.

Your SAM Registration is set to expire on: 10/02/2016

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2015, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 to or view/update your registration information at http://www.sam.gov

D. Geographic Names Information System (GNIS) ID: 1480119

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: http://geonames.usgs.gov/domestic/index.html. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Application Guide.

E. Cognizant Federal Agency: Department of Homeland Security

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select the "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From 07/01/2015 to 06/30/2016

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time: 1339

Part-Time: 0

H. Civilian Staffing

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time: 64

Part-Time: 337

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal grants that support the same or similar activities or services for which grant funding is being requested under this application.

Be advised that as a general rule COPS grant funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application and/or an active grant with any other federal funding source (e.g. direct federal funding or indirect federal funding through State sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS application. (check all that apply):

Bureau of Justice Assistance (BJA)

- [x] Pending Application
- [x] Active Grant

Office of Justice Programs (OJP)

- [ ] Pending Application
- [ ] Active Grant

Office of Juvenile Justice and Delinquency Prevention (OJJDP)

- [ ] Pending Application
- [ ] Active Grant

Office on Violence Against Women (OVW)

- [ ] Pending Application
- [ ] Active Grant

National Institute of Justice (NIJ)

- [ ] Pending Application

☐ Active Grant

Office for Victims of Crime (OVC)

☐ Pending Application

☐ Active Grant

Other Department of Justice Funding

☐ Pending Application

☐ Active Grant

Other Federal or State Sub-awarded Funding

☐ Pending Application

☑ Active Grant

Please specify the other Federal or State sub-awarded funding source(s)

Homeland Security, Pass-through UASI Current grants and pending grants

☐ No Federal or State Sub-awarded Funding

SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., CEO, President, Chairperson, Director, etc.) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position would ultimately be responsible for the programmatic implementation of the award. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Chief of Police

First Name: Edwin MI: C Last Name: Roessler Jr. Suffix:

Agency Name: Fairfax County Police Department

Street1: 4100 Chain Bridge Road

Street2: 11th Floor

City: Fairfax State: VA Zip / Postal Code: 22030

Telephone Number: 7032462195 Fax: 7032463876 Email: edwin.roessler@fairfaxcounty.gov

Edit Contact Information

If your agency previously indicated in Section 2, that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services), then question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Office Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

B. Government Executive/Financial Official Information:

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., Mayor, City Administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., CFO, Treasurer, etc.). If the grant is awarded, this position would ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees, etc.) is not acceptable. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: County Executive
First Name: Edward MI: L Last Name: Long Suffix:
Agency Name: Fairfax County Police Department
Street1: 12000 Government Center Parkway
Street2: Suite 552
City: Fairfax State: VA Zip / Postal Code: 22035
Telephone Number: 7033243440 Fax: 7033243927 Email: CoExec@fairfaxcounty.gov
Edit Contact Information

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Agency Name:
Fairfax County Police Department
City: Fairfax Email: bruce.guth@fairfaxcounty.gov Fax: 703-273-6231
First Name: Bruce Last Name: Guth MI: A State: VA
Street1: 4100 Chain Bridge Rd. 10th Floor
Street2:
Suffix: Select One...
Telephone Number: 703-246-7525
Title: Grant Coordinator Zip / Postal Code: 22030

SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Number of officers employed by your agency as of the date of this application:

Full-Time:
1339

Part-Time:
0

What is the actual population your department serves as the primary law enforcement entity?
1081726

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2015 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer officers may apply for one (1) officer position. Agencies with a service population of 1 million or above may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2015 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to $125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as School Resource Officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME SCHOOL RESOURCE OFFICERS. Applicants in this focus area are encouraged to refer to Recommendation 4.6 in the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf] Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities.The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the grantee will agree that any officers deployed while implementing School-based Policing under the COPS Hiring grant cannot be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. Grantees using CHP funding to hire and/or deploy School Resource

Officers into schools agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted and accepted by the COPS Office 90 days from the award start date which is located on the Award Document. The implementation of the COPS Hiring Grant without submission and acceptance of the required MOU within the 90 day timeframe may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Focus" as your focus area.

Is your agency requesting that all of these officer positions be deployed as School Resource Officers (SROs)?

No

Based on the information provided in this application:

Your agency is eligible to apply for up to the number of officer position(s) shown below.

25

How many entry-level, full-time officer positions is your agency requesting in this application?

8

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to:

(a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.

(b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget cuts: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget cuts: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770 ☎.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

8

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

0

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action

Add a New Officer Layoff

Total Category C Request: 0

Part 3

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2015 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

30

Re-Hires

0

Lay Off

0

Part 4

1. Under the 2015 COPS Hiring Program, applicants are not required to hire post-September 11, 2001 military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

◉ Yes

○ No

If yes, how many officer position(s) from your total 2015 CHP request does your agency anticipate filling with post-September 11, 2001 military veterans?

3

SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program, or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and/or changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are "significant" if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (http://www.cops.usdoj.gov) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (http://www.cops.usdoj.gov) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
	☑	☑

Q1a. The agency mission statement, vision, and/or goals includes references to:		
Q1b. The agency strategic plan includes specific goals and/or objectives relating to:	☑	☑
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	☑	☑
Q1d. Annual line officers evaluations assess performance in:	☑	☑
Q1e. Line officers receive regular (at least once every two years) training in:	☑	☑

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

☑ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

☑ Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder

☑ In-service training for officers on basic and advanced community policing principles

☑ Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct

☑ Alternatives to formal disciplinary practices that encourage ethical behavior

☐ None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

☑ Response times
☑ Reported crimes
☑ Reported incidents
☑ Arrests and citations
☐ Problem solving outcomes
☑ Department employee satisfaction
☑ Clearance rates
☑ Complaints of officer behavior
☑ Reduction of crime in identified hot spots
☑ Repeat calls for service
☑ Social disorder/nuisance problems (e.g. graffiti, panhandling, loitering, etc.)
☐ Satisfaction with police services
☐ Fear of crime
☐ Victimization (i.e. non-reported crime)
☑ Community meetings held/attended
☑ Use of force incidents
☑ Meeting the priorities as identified in your agency strategic plan
☐ My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

☑ Neighborhood, beat, and/or school meetings
☑ Local media outlets
☑ Agency newsletter
☑ Neighborhood newsletters
☑ Agency website
☑ Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
☑ Citizen alert system (telephone, email, text, etc.)
☐ Citizen alert system that is geographically targeted, based on updated hot spots
☑ Public access television/radio
☑ Community organization board membership
☑ Public forums with Chief/Sheriff/Command staff
☑ Posters, billboards, flyers
☐ None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- ☑ Citizen police academies
- ☑ Volunteer activities
- ☑ Auxiliary police programs
- ☐ Civilian review boards (e.g. disciplinary review boards)
- ☑ Citizen advisory groups (i.e. informal advisory function)
- ☐ Involvement in hiring decisions (i.e. interview panels, selection boards, etc.)
- ☐ Involvement in contributing to annual line officer performance reviews
- ☐ Representation on promotional boards
- ☑ Participation in accountability and performance reporting and tracking meetings
- ☐ Participation in complaint resolution process (i.e. formal mediation, disciplinary boards, etc.)
- ☐ None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS grants must be used to initiate or enhance community policing activities with either the newly-hired officers funded by this grant program, or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS grant funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program and to ensure that ultimately the additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may select one problem/focus area to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem, and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Focus

- ☐ Child Sexual Predators and Internet Safety
- ☐ Children Exposed to Violence
- ☐ Youth Crime and Delinquency

Child and Youth Safety Focus

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy School Resource officers and address problems in and around primary and secondary schools.

Please specify the areas the School Resource Officer(s) would address (check all that apply):

- ☐ Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- ☐ Develop or expand crime prevention efforts for students;
- ☐ Educate youth in crime prevention and safety;
- ☐ Develop or expand community justice initiatives for students;
- ☐ Train students in conflict resolution, restorative justice, and crime awareness;
- ☐ Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- ☐ Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- ☐ Other Area

(Please Specify Other Area)

☐ Other Child and Youth Safety Focus (please specify)

Drug Related Problems

- ☐ Drug Manufacturing/Trafficking
- ☐ Drug Dealing
- ☐ Drug Abuse

☐ Other Drug Related Problem (please specify)

Homeland Security Problems

☐ Protecting Critical Infrastructure Problems

☐ Information or Intelligence Problems

☐ Other Homeland Security Problem (please specify)

Non-Violent Crime Problems

☐ Burglary

☐ Fraud

☐ Larceny/Theft (Non-Motor Vehicle)

☐ Motor Vehicle Theft/Theft from Motor Vehicle

☐ Vandalism

☑ Social Disorder

If Selected: Please specify your disorder problem; for example, disorder in public places, disorder at day laborer sites, disorder on school grounds etc.

disorderly persons in an urban areas, nuisance crimes, larcenies, street robberies, burglaries in businesses, assaults

☐ Quality of Life Problem

☐ Prostitution

☐ Other Non-Violent Crime Problem (please specify)

Building Trust Applicants selecting any of the following Building Trust Focus Areas are encouraged to refer to the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy.[http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf]

☐ Impartial Policing

☐ Transparency

☐ Fairness and Respect

☐ Community Engagement

☐ Diversifying Police Departments

☐ Other Building Trust Focus (please specify)

Traffic/Pedestrian Safety Problems

☐ Traffic Congestion

☐ Pedestrian Safety

☐ Driver Safety

☐ Traffic Accidents

☐ Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

☐ Assault

☐ Homicide

☐ Rape

☐ Robbery

☐ Domestic/Family Violence

☐ Gun Violence

☐ Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

Patrol officers provide protection to life and property throughout communities of Fairfax County. These officers ensure the safety and partnerships with the community in order to accomplish the goal of a safe community. These officers obviously perform traffic enforcement function, investigate accidents and criminal activities, and provide various other services to the community. The addition of these grant funded officers will help with the community policing initiatives and improve the every day life of the citizens and reduce the fear of crime.The Fairfax County Police Department maintains one of the lowest ratios of police officer to resident populations, at 12 officers per 10,000 residents. Due to budget cuts over the past several years the Police Department has been reduced by 37 positions over the past five years. This is during a time when urbanization is growing, as well as an increase in residential population. Calls for service have also increased during this time period, at a time when Police Officer staffing has been decreased. The 8 requested positions will augment patrol staffing and be used to enhance the ability of the Department to respond to calls for service, investigate and prevent criminal incidents, establish community partnerships and address quality of life issues. They engage in proactive patrol to prevent crime and address criminal incidents when they do occur, enforce traffic regulations, respond to calls for service, address quality of life issues in neighborhoods and business areas, and engage in community partnerships and dialogue. With the increasing population and calls for service and the reduction in Police Officer positions, response times to citizen needs and criminal incidents is increasing, pro-active patrol has been reduced, and community dialogue and partnerships have been negatively impacted due to the lack of time that Patrol Officers have to participate in these events. The additional positions will be directed to areas with the highest calls for service to reduce officer response time and address the issues of crime and quality of life that are negatively impacted by the insufficient staffing of these areas.

6b) Will the problem/focus area described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

- (●) Yes
- ( ) No

6c) Which of the following activities will your agency and officers hired under this grant (or an equivalent number of redeployed veteran officers) engage in as it pertains to your identified crime hot spot? (please check all that apply):

- [x] Enhance enforcement efforts (sweeps or increased patrol)
- [x] Targeted community alerts
- [x] Prevention efforts directed at high-risk victims
- [x] Prevention efforts directed at high-risk offenders
- [x] On-going identification of crime concentrations by qualified analysts
- [x] Formal evaluations of the effectiveness of interventions (e.g. using pre/post-test and/or comparison groups)
- [ ] None of the above

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this grant program (please check all that apply):

- [x] Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- [x] Agency personnel (e.g. officer feedback, command staff priorities)
- [x] Other local non law enforcement government agency data
- [x] Community based organizations (e.g. faith based, non-profits, social service providers)
- [x] Local businesses
- [x] Individual community members/community meetings
- [ ] Community survey
- [x] Local government officials
- [x] The media
- [ ] None of the above

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- [x] Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- [x] The location and/or time aspects of the problem/focus area(e.g. mapping)

- [x] The conditions and environmental factors related to the problem/focus area
- [x] The strengths and limitations of current responses to the problem/focus area
- [x] Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- [x] Existing research and best practices related to the problem/focus area
- [x] Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- [x] Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)
- [x] Information about victims affected by the problem/focus area(e.g. crime reports, victim interviews)
- [x] Strengths and weaknesses of previous responses to the problem/focus area
- [ ] None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes(please check all that apply):

- [x] Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
- [x] Data/information regarding whether the response was implemented as planned
- [x] Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards, etc.)
- [x] Non-police data/information related to the problem/focus area(e.g. insurance crash data, other government agency data, census data, survey data)
- [x] Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- [x] Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
- [x] Information about victims and/or stake holders affected by the problem/focus area(e.g. crime reports, victim interviews)
- [ ] None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

- [ ] Eliminating the problem/focus area
- [x] Reducing the number of incidents
- [x] Increasing public trust in your agency
- [ ] Reducing the seriousness of the incidents or the amount of harm
- [ ] Reducing the number of victims and /or repeat victims
- [ ] Reducing the number of offenders and/or repeat offenders
- [ ] Moving the problem/focus area to another area
- [ ] Getting other agencies and/or stake holders to assume responsibility for the problem/focus area
- [x] Improving the response to the problem/focus area (i.e., more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
- [ ] Improving citizen perceptions of the problem/focus area
- [ ] Increasing the number of arrests/citations
- [ ] Reducing the number of calls for service
- [ ] None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the grant funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

- (●) Yes
- ( ) No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

3

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
1	Probation/Parole		Edit Delete

		11c) For this partner, please indicate the statement that best characterizes this partner: ◉ Local goverment agencies (non-law enforcment, e.g. probation/parole, parks and recreation, code enforcement, etc.) ○ Community based organiztions (e.g. faith based, community redevelopment groups, social service providers, resident associations) ○ Businesses operating in the community ○ Tribal law enforcement agencies ○ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships ○ Local educational institutions (schools/colleges/universities) ○ Individual stake holders (persons residing, working, or with an interest in the community or problem	
2	Communtiy Action Committee	**11c) For this partner, please indicate the statement that best characterizes this partner:** ○ Local goverment agencies (non-law enforcment, e.g. probation/parole, parks and recreation, code enforcement, etc.) ◉ Community based organiztions (e.g. faith based, community redevelopment groups, social service providers, resident associations) ○ Businesses operating in the community ○ Tribal law enforcement agencies ○ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships ○ Local educational institutions (schools/colleges/universities) ○ Individual stake holders (persons residing, working, or with an interest in the community or problem	Edit Delete
3	Local Citizens and local groups	**11c) For this partner, please indicate the statement that best characterizes this partner:** ○ Local goverment agencies (non-law enforcment, e.g. probation/parole, parks and recreation, code enforcement, etc.) ○ Community based organiztions (e.g. faith based, community redevelopment groups, social service providers, resident associations) ○ Businesses operating in the community ○ Tribal law enforcement agencies ○ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships ○ Local educational institutions (schools/colleges/universities) ◉ Individual stake holders (persons residing, working, or with an interest in the community or problem	Edit Delete

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

☐ Flexibility in officer shift assignments to facilitate addressing specific problems

☑ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

Patrol staffing will be enhanced and the additional positions will be used to decrease the size of existing patrol areas to permit a more effective and efficient response to calls for service, proactive pro-active patrol, and enforcement of traffic laws. The reduced patrol areas will also permit additional responsiveness to community concerns and quality of issues. The smaller patrol areas will result in reduced response times and more effective effort to reduce crime and prevent the fear of crime. Increase the number of Patrol Officers on the street that have been lost or remained stagnant due to budget cuts and concerns. The officers will be assigned to patrol areas throughout Fairfax County where calls for service are at the highest to permit greater effort in proactive policing and community engagement and partnerships. These efforts have suffered over the past several years as increased calls for service and population have placed demands on the Police Department that are beyond the capability of the limited staffing to address.

- [ ] Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
- [ ] In-service training for officers on basic and advanced community policing principles
- [ ] Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
- [ ] Further define and clarify community policing roles and expectations for officers
- [ ] Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement
- [ ] Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
- [ ] First-line supervisory skills to support officer problem solving and community engagement activities
- [ ] Career development and/or promotional processes that reinforce problem solving and community engagement
- [ ] None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- [ ] Agency mission statement, vision, and/or goals that reflect the core values of community policing
- [ ] Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities
- [ ] Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- [ ] Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- [ ] Mediation strategies to resolve citizen complaints
- [ ] Collection, analysis, and use of crime data and information in support of problem solving goals
- [ ] Formal accreditation process
- [ ] System to capture and track problem solving and partnership efforts and activities
- [ ] An organizational assessment of community policing
- [x] Level and frequency of communication with the community on crime problems and agency activities to enhance transparency

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

Increase the number of Patrol Officers on the street that have been lost or remained stagnant due to budget cuts and concerns. The officers will be assigned to patrol areas throughout Fairfax County where calls for service are at the highest to permit greater effort in proactive policing and community engagement and partnerships. These efforts have suffered over the past several years as increased calls for service and population have placed demands on the Police Department that are beyond the capability of the limited staffing to address.Patrol Officers provide critical services to the community. They engage in proactive patrol to prevent crime and address criminal incidents when they do occur, enforce traffic regulations, respond to calls for service, address quality of life issues in neighborhoods and business areas, and engage in community partnerships and dialogue. With the increasing population and calls for service and the reduction in Police Officer positions, response times to citizen needs and criminal incidents is increasing, pro-active patrol has been reduced, and community dialogue and partnerships have been negatively impacted due to the lack of time that Patrol Officers have to participate in these events. The additional positions will be directed to areas with the highest calls for service to reduce officer response time and address the issues of crime and quality of life that are negatively impacted by the insufficient staffing of these areas.

☐ None of the above

III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

☑ Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement, etc.)

☑ Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)

☑ Businesses operating in the community

☐ Tribal law enforcement agencies (outside your jurisdiction)

☑ Other Federal, state, or local law enforcement agencies

☑ Multi-jurisdictional or regional task forces/partnerships

☑ Local educational institutions (schools/colleges/universities)

☑ Local government officials

☑ Individual stakeholders residing, working or with an interest in the community and/or problem

☐ None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

◉ a) There are a significant number of related initiatives

○ b) There are a moderate number of related initiatives

○ c) There are a minimal number of related initiatives

○ d) There are no related initiatives

16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

◉ a) High level of support

○ b) Moderate level of support

○ c) Minimum level of support

17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

◉ a) Potentially decreased burden

○ b) No change in burden

○ c) Potentially increased burden

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

The grant funds will be used to re-establish Patrol Officer positions which are required due to the increased urbanization of Fairfax County, the increasing population and calls for service, and to offset the decrease in Department staffing of 37 positions due to budget cuts over the past several years. The 8 positions will all be assigned to Patrol, as this is a critical need in the agency and are necessary for furthering our Community Policing efforts. These positions would not be possible without federal funding.

Our Department has incorporated many of the most effective elements of Community Policing in the administrative and operational responsibilities of the Patrol Bureau. Each of these elements facilitates intensive and continuous community engagement, provides important direct links between the police department and the community, and allows close collaboration in efforts to deal with community concerns. Several of the elements are seen throughout the Patrol Bureau in all eight of the District Stations and are centrally coordinated under the Deputy Chief of Patrol who espouses the community policing philosophy and the message of community engagement from the Chief of Police. Each of the commanders of the eight district stations have varying initiatives present within their select districts which have been identified as having specific community needs best served by utilizing community policing concepts unique to that station.

One of our key components in community policing has been the various safety initiatives with the elementary schools at fairs, community events, and business locations. Programs such as Juvenile Diversion, Crisis Intervention Team concept, the Chief's Diversity Council, Citizen Police Academy, Citizen Advisory Committee, the School Safety Patrols have been around for decades, while newer initiatives such as Bicycle Safety Rodeos and Block Parent Programs have improved safety and the quality of life in the community. Additionally, we provided the first line of defense in grade specific education and intervention through the three-pronged approach to gang awareness/avoidance and drug awareness.

B. Service Population

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American Fact Finder at http://FactFinder2.census.gov.

1081726

☐ 2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity? 1081726

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

Does not include Towns of Herndon and Vienn and the City of Fairfax.

C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2015) $ 178535588

PREVIOUS FISCAL YEAR (2014) $ 181241503

PREVIOUS FISCAL YEAR (2013) $ 170984616

2) Since January 1, 2014, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 0

3) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (http://FactFinder2.census.gov) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not

Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty % 6

☐ Not Applicable:

4) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (http://www.bls.gov/lau/data.htm) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program Application Guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2014 5

☐ Not Applicable:

5) Indicate if your jurisdiction has experienced any of the following events since January 1, 2014 (Check all that apply)

☐ A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)

☐ A declaration as an economically or financially distressed area by the state in which the applicant is located.

☐ Downgrading of the applicant's bond rating by a major rating agency.

☐ Has filed for or been declared bankrupt by a court of law.

☐ Has been placed in receivership or its functional equivalent by the state or federal government.

☐ Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

6) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

☐ If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2014 to present, check this box.

7) The Promise Zone Initiative is part of the President's plan to create a better bargain for the middle-class by partnering with local communities and businesses to create jobs, increase economic security, expand educational opportunities, increase access to quality, affordable housing and improve public safety. In exchange, these designees will receive the resources and flexibility they need to achieve their goals. The designees have agreed to and must demonstrate a collaborative effort- between private business and federal, state, tribal and local officials; faith-based and non-profit organizations; children and parents- to ensure that hard work leads to a decent living for every American, in every community.

To be a Promise Zone, your jurisdiction must have been designated as such by the closing date of this solicitation.

☐ If your agency has a designated Promise Zone within its jurisdiction, check the box.

D. Property/Violent Crime

Please select at least one statement below:

☑ My agency can report crime data for all 3 years (please input in table below:).

☐ My agency cannot report crime data for 2014.

☐ My agency cannot report crime data for 2013.

☐ My agency cannot report crime data for 2012.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2014, 2013, 2012) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2014	2013	2012
Criminal Homicide	10	8	14
Forcible Rape	74	82	73
Robbery	399	412	353
Aggravated Assault	368	362	348
Burglary	911	1071	1060
Larceny (except motor vehicle theft)	13169	13686	13178

Motor Vehicle Theft	734	758	814

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS grant with a post-award retention plan requirement, please complete A. If you are applying for a COPS grant without a post-award retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other non-federal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here http://www.cops.usdoj.gov/Default.asp?Item=2367 .

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Yes

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- [x] General funds
- [ ] Raise bond/tax issue
- [ ] Private sources/donations
- [ ] Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- [ ] Fundraising efforts
- [ ] State, local, or other non-federal grant funding
- [ ] Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Application Guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action
tracey	lavely	Fairfax County probation and Parole	Edit Delete
James	Clifton	Community Action Committe Coordinator	Edit Delete

Title:

First Name: Middle Name: Last Name:

Suffix: Select One...

Name of Partner Agency (e.g.,Smithville High School):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City: State: Select One... Zip/ Postal Code:

Telephone Number: Fax: Email:

Important! Please click "**Add Partner**" below to add a partner to the list.
Reminder! If you have modified (edit, update, or delete) the list of partners in any way, please click "**Save**" to store your changes before moving to the next section.

Add Partner

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g., Memorandum of Understanding, etc.)

If awarded, grantees using CHP funding to hire and/or deploy School Resource Officers into schools will agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted and accepted by the COPS Office 90 days from the award start date which is located on the Award Document. The implementation of the COPS Hiring Grant without submission and acceptance of the required MOU within the 90 day timeframe may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The Guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g., Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain: a-z0-9period(.), underscore(_), hyphen(-) Characters other than these will be replaced by a hyphen(-).After clicking the "Upload..." button, please wait for the page to refresh. The uploaded file will automatically appear in the file list.

Form COPS_Sh_ApplicationAttachment_2_2-V2.2.pdf	SF-424	Delete
Form SF424_2_1-V2.1.pdf	SF-424	Delete
SF424_2_1-1234-County of Fairfax.docx	SF-424	Delete
SF424_2_1-1235-Congressional Districts.docx	SF-424	Delete

Browse... Memorandum of Understanding Upload...

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific Application Guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS program for which your agency is applying(See http://www.cops.usdoj.gov/Default.asp?Item=46). To assist you, sample Budget Detail Worksheets are included in each Application Guide

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (See http://www.cops.usdoj.gov/Default.asp?Item=46 for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770 .

SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to http://www.cops.usdoj.gov/Default.asp?Item=46 for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to http://www.cops.usdoj.gov/Default.asp?Item=46 for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please Complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific Application Guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

A. Base Salary Information

	Year 1 Salary	Year 2 Salary	Year 3 Salary
	Enter the first year entry-level base salary for one sworn officer position.	Enter the second year entry-level base salary for one sworn officer position.	Enter the third year entry-level base salary for one sworn officer position.
	54814.00	60295.00	63310.00
	☑ Please check this box if base salary includes vacation costs.	☑ Please check this box if base salary includes vacation costs.	☑ Please check this box if base salary includes vacation costs.
	☑ Please check this box if the base salary includes sick leave costs.	☑ Please check this box if the base salary includes sick leave costs.	☑ Please check this box if the base salary includes sick leave costs.

B. Fringe Benefit costs should be calculated for each year of the grant term.

FRINGE BENEFITS:		Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
		COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses cannot exceed 6.2%	☐ Exempt ☑ 6.2% ☐ Fixed Rate	3398.47	6.2	3738.29	6.2	3925.22	6.2
Medicare expenses cannot exceed 1.45%	☐ Exempt ☑ 1.45% ☐ Fixed Rate	794.80	1.45	874.28	1.45	918.00	1.45
Health Insurance (Family Coverage)		5618.00	10.25	6180.00	10.25	6489.00	10.25
Life Insurance		219.00	0.40	241.00	0.40	253.00	0.40
Vacation	Number of Hours Annually: 104	0	0.00	0	0.00	0	0.00
Sick Leave	Number of Hours Annually: 104	0	0.00	0	0.00	0	0.00
Retirement		5322.00	9.71	5854.00	9.71	6147.00	9.71
Worker's Compensation	☐ Exempt	109.00	0.20	121.00	0.20	127.00	0.20
Unemployment Insurance	☐ Exempt	411.00	0.75	452.00	0.75	475.00	0.75
Other	Select One	0	0.00	0	0.00	0	0.00
Other	Select One	0	0.00	0	0.00	0	0.00
Other	Select One	0	0.00	0	0.00	0	0.00

Benefits Sub-Total Per Year (1 Position)	15872.27	17460.57	18334.22
C. Total Salary + Benefits Per Year (1 Position)	70686.27	77755.57	81644.22
D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):	230086.06	X 8 # of Positions	1840688.48

SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

- ☐ Cost of Living Adjustment (COLA)
- ☑ Step Raises
- ☐ Change in Benefit Costs
- ☐ Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2015 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

1840688.48 Total Salary and Benefits for year 1, 2, & 3 (all positions):

1000000.00 Total Federal Share:

54.32749816525 Total Federal Percentage:

840688.48 Total local share required:

45.67250183474 Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to http://www.cops.usdoj.gov/Default.asp?Item=46.

Please use the Recalculate button below after any changes to the benefit table above before moving forward.

0 Percent of the "Total Local Share Required" your agency plans to assume in Year 1

25 Percent of the "Total Local Share Required" your agency plans to assume in Year 2

75 Percent of the "Total Local Share Required" your agency plans to assume in Year 3

100 Percent Total

565490.16 Federal Share Year 1

411872.00 Federal Share Year 2

22637.84 Federal Share Year 3

1000000 Federal Total

0.00 Local Share Year 1

210172.12 Local Share Year 2

630516.36 Local Share Year 3

840688.48 Local Total

1840688.48 Recalculate

S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officer Positions	$1840688.48	
B. Non-Sworn Personnel	$0.00	
C. Equipment & Technology	$0.00	
D. Supplies	$0.00	
E. Travel & Training	$0.00	
F. Contracts & Consultants	$0.00	
G. Other Costs	$0.00	
H. Indirect Costs	$0.00	
Total Project Amount:	$1840688.48	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	$1000000.00	54.327498%
Total Local Share Amount(If applicable): (Total Project Amount - Total Federal Share Amount)	$840688.48	45.672502%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in Section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Kerene

Last Name:

Gordon

Title:

Finance Director

Telephone Number:

7032467551

Fax:

7032736231

Email Address:

kerene.gordon@fairf

SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770 ext.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.

2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.

3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.

4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.

6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the Department of Justice in 2 C.F.R. § 2800.101 ; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. § 38.1; the applicable COPS Application Guide; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, or regulations.

7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.

8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX

of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. If your organization has received an award for $500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEOP) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA..

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti- Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non- federal share) equal to the amount seized in order to fully implement the grant project.

19. None of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Edwin Roessler Jr.

Edwin Roessler Jr.

Date:

06/12/2015

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Edward Long

Edward Long

Date:

06/12/2015

SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 2 C.F.R. Part 2867, "Nonprocurement Debarment and Suspension," the applicable appropriations Acts, 28 C.F.R. Part 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over $100,000, and 2 C.F.R. § 200.450 as adopted by the Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement;

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the Department of Justice in 2 C.F.R. § 2800.101; and

D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Mandatory Disclosure

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement.

B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement.

C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

4. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of $5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, for grantees/recipients, as defined at 28 C.F.R. § 83.660 -

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N St, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the Department of Justice officials or their designated representatives.

6. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

☐ Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Edwin Roessler Jr.

Edwin Roessler Jr.

Date:

06/17/2015

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Edward Long

Edward Long

Date:

06/12/2015

SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

☑ Not Applicable

SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Application Guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

◉ No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.

○ Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;

b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; the COPS Grant Owner's Manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;

c) the applicant understands that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government;

d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant;

e) the applicant understands that as a general rule COPS funding may not be used for the same item or service funded through another funding source; and

f) the applicant and any required or identified official partner(s) listed in Section 12 are partners in this grant project and mutually agreed to this partnership prior to this grant application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Edwin Roessler Jr.

Edwin Roessler Jr.

Date:

06/12/2015

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Edward Long

Edward Long

Date:

06/17/2015

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Bruce Guth

Date:

06/17/2015

☑ By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 15

Supplemental Appropriation Resolution AS 16025 for the Department of Public Safety Communications to Accept Grant Funding from the Commonwealth of Virginia E-911 Services Board

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 16025 for the Department of Public Safety Communications to accept grant funding in the amount of $650,000 from the Commonwealth of Virginia E-911 Services Board's Public Safety Answering Point (PSAP) Grant Program. The primary purpose of the PSAP Grant Program is to financially assist Virginia primary PSAPs with the purchase of equipment and services that support the continuity and enhancement of wireless E-911 and Next Generation 9-1-1 (NG9-1-1). The Department of Public Safety Communications has been awarded two PSAP grants. A Spatial Information Function (SIF) grant of $500,000 is for a regional effort led by Fairfax County, using technical consultants with expertise in NG9-1-1 GIS data, to begin coordination across the Northern Virginia region preparing the existing GIS data to be transformed and prepared in the correct geo-spatial information formats for NG9-1-1. A second grant in the amount of $150,000 will assist the County in upgrading the 9-1-1 voice recording system that is used to record 9-1-1 calls and other call traffic as required by Virginia statute. The County has a procurement process underway to upgrade the call taking equipment and systems in the 9-1-1 center and this funding will be used to offset costs associated with that procurement effort. The grant period for these awards is July 1, 2015 through June 30, 2017. No Local Cash Match is required.

RECOMMENDATION:
The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 16025 in the amount of $650,000. These funds will be used to pay for technical consultative assistance in the NG9-1-1 GIS data evaluation and preparation effort and will also be used to offset costs associated with a new recording system for 9-1-1. No new positions will be created with this grant and no Local Cash Match is required.

TIMING:
Board approval is requested on July 28, 2015.

Board Agenda Item
July 28, 2015

BACKGROUND:
The Verizon Selective Router Network that supports 9-1-1 calls today is nearing obsolescence. The experience of other NG9-1-1 early adopters indicates that GIS data preparation is a key element of transitioning to a replacement NG9-1-1 network, and therefore the Northern Virginia PSAPs must prepare the GIS data that is necessary to reformat today's 9-1-1 location databases (commonly known as the Master Street Address Guide (MSAG) and Automatic Location Information (ALI) databases) to the new data formats that are needed for NG9-1-1 systems. The goal of the Spatial Information Function (SIF) grant project is to use NG9-1-1 standards and develop a regional GIS dataset for Northern Virginia that is suitable for provisioning into a future regional NG9-1-1 Emergency Services IP network (ESInet). Specific jurisdictions involved in this project include: Arlington County, Fairfax County, Loudoun County, Prince William County, Stafford County and the City of Alexandria, with Fairfax County serving as the project lead. A procurement action under a GSA schedule 70 contract vehicle to select a specialized GIS consultant team to assist in this effort will begin shortly with a planned start of the project in the September 2015 timeframe. Funding of $500,000 has been awarded for this project under the Public Safety Answering Point (PSAP) Grant Program.

The second grant project, Fairfax County Recording System Refresh, will support the upgrade and replacement of the recording system that has been installed in MPSTOC and the Alternate Center at Pine Ridge for more than five years. The existing voice recording system has been identified as needing refreshing due to the technology changes associated with the implementation of a new NG9-1-1 call taking Telephony platform in Fairfax County which will begin later this summer. The grant award of $150,000 will be used to offset a portion of the costs associated with the new Telephony platform implementation.

FISCAL IMPACT:
Grant funding in the amount of $650,000 is available from the Commonwealth of Virginia E-911 Services Board. Grant funds will be used to transform existing GIS data into the correct geo-spatial information formats for NG9-1-1 and to upgrade the 9-1-1 voice recording system. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2016. There is no Local Cash Match requirement. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:
No new positions will be created by this grant.

Board Agenda Item
July 28, 2015

ENCLOSED DOCUMENTS:
Attachment 1 – Supplemental Appropriation Resolution AS 16025
Attachment 2 – Grant Award Document Voice Recording Project, Grant ID 137
Attachment 3 – Grant Award Document Shared Services GIS Project, Grant ID 138

STAFF:
David M. Rohrer, Deputy County Executive
Steve Souder, Director, Department of Public Safety Communications
Steve McMurrer, 9-1-1 System Administrator, Department of Public Safety Communications

Attachment 1

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 16025

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 July 28, 2015, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2016, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G9595, Department of Public Safety Communications	$500,000
Grant:	1950001-2016, Spatial Information Function Grant	
Agency:	G9595, Department of Public Safety Communications	$150,000
Grant:	1950002-2016, Recording System Refresh Grant	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	$650,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Commonwealth of Virginia E-911 Services Board, $650,000

A Copy - Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

Attachment 2

COMMONWEALTH of VIRGINIA

Virginia E-911 Services Board

Jeffrey D. Stern
Chairman
VDEM

Chief Doug Middleton
Henrico County
Vice Chairman

David A. Von Moll
Treasurer
Comptroller

J.D. Diggs
York County

Danny Garrison
Richmond Ambulance Authority

Diane Harding
Verizon Wireless

Pokey Harris
Washington County

Jim Junkins
Harrisonburg-Rockingham ECC

Lt. Colonel Robert Kemmler
Virginia State Police

Robert Layman
AT & T

Chief Anthony McDowell
Henrico County

Sam Nixon
VITA

David Ogburn
Verizon

Athena Plummer
City of Virginia Beach

Kathleen Seay
Hanover County

Brandon Smith
Office of the Governor
Advisor

Dorothy Spears-Dean
PSC Coordinator
(804) 416-6201

Terry D. Mayo
Board Administrative Assistant
(804) 416-6197

January 8, 2015

Mr. Steve McMurrer, Director
Fairfax County PSCC
4890 Alliance Dr., St. 2401
Fairfax, VA 22030

Dear Mr. McMurrer:

This letter is in reference to your grant application for consideration under the FY16 PSAP Grant Program for a voice recording project, Grant ID 137. I am pleased to advise you that the Virginia E-911 Services Board has approved your request. You have been awarded $150,000. This award does not require a match of local funds.

Funding for this grant award will be available for payment reimbursement beginning July 1, 2015. The PSAP Grant Program has a grant cash disbursement policy of reimbursement. All funding requests must be submitted on the Public Safety Grant Payment Request Form, which is available on the ISP website. The invoice(s) that substantiates the amount requested must be attached to the request form when submitted for funding payment.

An annual Financial and Programmatic Report will be required for this grant award until the project is complete. Upon project completion, you will need to close out the grant award with a final Financial and Programmatic Report.

Finally, in order for a funding request to be processed, the PSAP must have already submitted any required financial and grant progress reports for any previous fiscal years by the identified deadline, unless an exception has been granted by the PSC Coordinator. This includes required submission of any true-ups and supporting documentation.

If you have any questions, please do not hesitate to contact your Regional Coordinator or me via email.

Congratulations on your grant award!

Sincerely,

Lisa Nicholson

Lisa Nicholson
Public Safety Program Manager

Commonwealth Enterprise Solutions Center – 11751 Meadowville Lane – Chester, Virginia 23836
(866) 482-3911 – FAX (804) 416-6353 – TTY USERS TDD #711– www.va911.org

Attachment 3

COMMONWEALTH of VIRGINIA

Virginia E-911 Services Board

Jeffrey D. Stern
Chairman
VDEM

Chief Doug Middleton
Henrico County
Vice Chairman

David A. Von Moll
Treasurer
Comptroller

J.D. Diggs
York County

Danny Garrison
Richmond Ambulance Authority

Diane Harding
Verizon Wireless

Pokey Harris
Washington County

Jim Junkins
Harrisonburg-Rockingham ECC

Lt. Colonel Robert Kemmler
Virginia State Police

Robert Layman
AT & T

Chief Anthony McDowell
Henrico County

Sam Nixon
VITA

David Ogburn
Verizon

Athena Plummer
City of Virginia Beach

Kathleen Seay
Hanover County

Brandon Smith
Office of the Governor
Advisor

Dorothy Spears-Dean
PSC Coordinator
(804) 416-6201

Terry D. Mayo
Board Administrative Assistant
(804) 416-6197

January 8, 2015

Mr. Steve McMurrer, Director
Fairfax County PSCC
4890 Alliance Dr., St. 2401
Fairfax, VA 22030

Dear Mr. McMurrer:

This letter is in reference to your grant application for consideration under the FY16 PSAP Grant Program for a shared services – GIS project with Alexandria, Arlington, Loudoun, Prince William, and Stafford, Grant ID 138. I am pleased to advise you that the Virginia E-911 Services Board has approved your request. You have been awarded $500,000. This award does not require a match of local funds.

Funding for this grant award will be available for payment reimbursement beginning July 1, 2015. The PSAP Grant Program has a grant cash disbursement policy of reimbursement. All funding requests must be submitted on the Public Safety Grant Payment Request Form, which is available on the ISP website. The invoice(s) that substantiates the amount requested must be attached to the request form when submitted for funding payment.

An annual Financial and Programmatic Report will be required for this grant award until the project is complete. Upon project completion, you will need to close out the grant award with a final Financial and Programmatic Report.

Finally, in order for a funding request to be processed, the PSAP must have already submitted any required financial and grant progress reports for any previous fiscal years by the identified deadline, unless an exception has been granted by the PSC Coordinator. This includes required submission of any true-ups and supporting documentation.

If you have any questions, please do not hesitate to contact your Regional Coordinator or me via email.

Congratulations on your grant award!

Sincerely,

Lisa Nicholson

Lisa Nicholson
Public Safety Program Manager

Commonwealth Enterprise Solutions Center – 11751 Meadowville Lane – Chester, Virginia 23836
(866) 482-3911 – FAX (804) 416-6353 – TTY USERS TDD #711– www.va911.org

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 16

Authorization to Advertise a Public Hearing on the Interim Real Estate Exchange Agreement Between the Board of Supervisors and Inova Health Care Services (Inova) (Hunter Mill District)

ISSUE:
Authorization to advertise a public hearing to consider an Interim Real Estate Exchange Agreement ("IREEA") with Inova for the purposes of enabling Inova to pursue certain land use approvals for the Reston Town Center North area and facilitating negotiations toward a later comprehensive agreement with Inova.

RECOMMENDATION:
The County Executive recommends the Board authorize advertisement of a public hearing on September 22, 2015, at 4 p.m., to consider approval of the Interim Real Estate Exchange Agreement.

TIMING:
Authorization for advertisement on July 28, 2015, will permit the public hearing to be held on September 22, 2015, in accordance with Va. Code Ann. §15.2-1800 (2012).

BACKGROUND:
As defined by the Comprehensive Plan, the Reston Town Center North area is located immediately north of Reston Town Center and is currently comprised of a mix of irregularly-shaped parcels owned by the Fairfax County Board of Supervisors (County), the Fairfax County Park Authority (FCPA), the Fairfax County Redevelopment and Housing Authority (FCRHA), and Inova Health Care Services (Inova). Please see Exhibit A of the attached IREEA for a map depicting tax map parcel numbers and ownership. The existing County facilities located within the Reston Town Center North area include the Reston Regional Library, Embry Rucker Shelter, North County Human Services Building, Police Station and North County Governmental Center. In addition, the FCPA owns a five acre undeveloped parcel. The Police Station and the North County Governmental Center are new facilities, but the Reston Regional Library and the Embry Rucker Shelter are aging facilities whose redevelopment is anticipated in the

2016-2020 Adopted Capital Improvement Program (CIP). The North County Human Services Center is included in the CIP as a feasibility study.

The Comprehensive Plan, pursuant to an amendment adopted by the County on February 11, 2014, envisions that the Reston Town Center North area will be reconfigured to a mixed-use development site with a grid of streets and blocks consistent with those in Reston Town Center as shown on Exhibit B of the attached IREEA. The proposed IREEA would be the first step toward effectuating this redevelopment, as it would enable the County and Inova to jointly rezone the area while simultaneously requiring the County and Inova negotiate toward a subsequent full development agreement, in which the County and Inova would swap land to create the grid of streets and developable blocks as well as agree upon the terms for certain infrastructure work.

The exact area that would be subject to the IREEA would be the Reston Town Center North area as defined on the Comprehensive Plan, together with Tax Map 17-1 ((1)), Parcel 3F (owned by the County) but not including Tax Map 17-1 ((1)), Parcel 3E (owned by the FCRHA).

Regarding Tax Map 17-1 ((1)), Parcel 14D, which is currently owned by the FCPA, staff intends to bring a concurrent Action Item to the Board on September 22, 2015, requesting Board approval of an agreement with the FCPA by which the FCPA would convey title to Parcel 14D to the County, so as to simplify the County-Inova deal. The FCPA already authorized this transaction at its April 8, 2015, meeting.

Key terms of the IREEA are as follows:

1. Inova is appointed as the County's agent for the limited purposes of pursuing and obtaining the joint rezoning and is required to coordinate these efforts with County staff.

2. The costs of the rezoning effort under the Interim Agreement are listed on Exhibit D of the Agreement and are to be split in accordance with that exhibit. Generally, the County is responsible for 55.11% of the specified costs, up to a cap of $761,069 and Inova is responsible for 44.89%, up to a cap of $619,931.These percentages are based roughly on the percentage of land that each party would be contributing to the ultimate project.

3. The Interim Agreement also provides for an additional contingency of $75,000 over and above the aforementioned County cap. The County may elect to use or not to use this contingency in its sole discretion.

4. The County and Inova agree to pursue negotiations of a full development agreement concurrently with the joint rezoning effort. The full agreement would provide for, among other things, the swapping of land, the construction of certain joint infrastructure, the allocation of proffers, and the establishment of easements as needed for the project.

5. If the County and Inova are unable to obtain the joint rezoning and/or a full agreement due to a good faith disagreement, then the deal unwinds with no further obligation except that the County would reimburse Inova for the County share of any budgeted expense actually then incurred but not yet paid.

6. If either the County or Inova reaches its cost cap, then it may elect to terminate the agreement at that point, unless the other party wishes to continue the agreement at its sole expense. In such event, the agreement would remain subject to termination due to a good faith disagreement as well as for convenience (as described next).

7. Either party may terminate the Interim Agreement at any point purely for its own convenience. In this event, however, the terminating party is required to pay the other party's actual, direct out-of-pocket costs. The Agreement expressly provides that neither a termination for good faith disagreement or budget reasons nor the failure of the Board to approve a form of full agreement presented for Board approval will constitute a termination for convenience.

8. The Interim Agreement sets a deadline of December 31, 2017, for obtaining both the joint rezoning and approval of the full agreement, unless mutually extended to a later date.

Regarding the Reston Town Center North area more generally:

- The County may seek to develop the resulting County-owned blocks using public-private partnerships, with the Reston Regional Library, the Embry Rucker Shelter and the North County Human Services Building being integrated into mixed-use development.

- IREEA will facilitate the cost effective redevelopment of the Reston Regional Library and the Embry Rucker Shelter consistent with the CIP.

- Redevelopment of the North County Human Services Center is listed in the 2016-2020 CIP as a feasibility study, and a needs assessment study is underway.

- IREEA is instrumental in the redevelopment of Reston Town Center North that provides for diversifying the tax base, investing in natural and physical infrastructure, helping to achieve social equity, and by creating a place where people want to be.

FISCAL IMPACT:
The County share for the rezoning efforts under the IREEA is $761,039, the County contingency is $75,000, and the total required funding is $836,069. Based on the completion of the new Merrifield Human Services Center, available funding in Project HS-000005, Merrifield Center is available to be reallocated to Project 2G25-079-0000, North County Study, as part of the FY 2015 Carryover Review.

If the Board approves the Interim Agreement, and if County and Inova then obtain a joint rezoning and successfully negotiate a full agreement – which would require further Board approval – then the County would at that time incur additional financial obligations, including the County share of certain common infrastructure.

ENCLOSED DOCUMENTS:
Attachment I: Interim Real Estate Exchange Agreement with Exhibits

STAFF:
Robert A. Stalzer, Deputy County Executive
David J. Molchany, Deputy County Executive
Ryan Wolf, County Attorney's Office
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

Interim Real Estate Exchange Agreement

THIS INTERIM REAL ESTATE EXCHANGE AGREEMENT (this "**IREEA**"), is entered into as of the __ day of _____, 2015 (the "**Effective Date**") by and between INOVA HEALTH CARE SERVICES, a Virginia non-stock corporation, f/k/a Inova Health System Services, f/k/a Inova Services, Inc. ("**Inova**") and the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia in its proprietary capacity and not in its governmental or regulatory capacity ("**County**").

Recitals

R-1 Inova owns certain real property in Fairfax County, Virginia identified as Fairfax County Tax Parcels 17-1 ((1)) 14A, 14E and 14F (collectively, the "**Inova Land**").

R-2 The County owns certain real property in Fairfax County, Virginia identified as Fairfax County Tax Parcels 17-1 ((1)) 3F, 14B, 14C, 14D, 12 and 13 and Tax Map 17-1 ((17)) 5A (collectively, the "**County Land**").

R-3 The Fairfax County Redevelopment and Housing Authority ("**FCRHA**") owns certain real property in Fairfax County, Virginia identified as Fairfax County Tax Parcel 17-1 ((1)) 3E (the "**FCRHA Land**").

R-4 Collectively, the Inova Land, the County Land (except for Parcel 3F) and the FCRHA Land comprise the "**Town Center North Mixed Use Area**" or the "**TCN–MUA**". **Exhibit A** attached hereto and made a part hereof depicts the area of the TCN-MUA and each of the Inova Land, the County Land (except for Parcel 3F), and the FCRHA Land within it.

R-5 On February 11, 2014 the Board of Supervisors of Fairfax County, acting in its governmental capacity, adopted an amendment to the Fairfax County Comprehensive Plan which, among other things, sets forth recommendations for the coordinated redevelopment of the TCN-MUA.

R-6 Among its recommendations, the Comprehensive Plan includes a concept plan for the TCN-MUA, a copy of which is attached hereto as **Exhibit B** (the "**Concept Plan**"). Among other things, the Concept Plan depicts a grid of streets, a central green, and the land bays for future development (the "**Land Bays**") that result therefrom.

R-7 Among other things, the implementation of the Concept Plan will require (i) approval by the Board of Supervisors of Fairfax County, acting in its governmental capacity, of certain zoning applications for the land comprising the TCN-MUA, together with Parcel 3F (the "**Phase I Zoning**"), and (ii) a real estate exchange agreement between the parties hereto (the "**REEA**") that, among other things, (A) allows for the creation of the Land Bays, and (B) provides for the allocation of ownership of the Land Bays, together with an allocation of other rights and obligations associated therewith.

R-8 Subject to the terms and conditions of this IREEA (including, without limitation, the requirement that the parties mutually agree to enter into the REEA) County and Inova have agreed to exchange land resulting in the allocation of ownership of the Land Bays as shown on **Exhibit C** attached hereto.

R-9 Recognizing that the approval of the Phase I Zoning will be a condition precedent to entering into the REEA, the parties have agreed to enter into this IREEA to, among other things, set forth the process and cost sharing for obtaining approval of the Phase I Zoning and to outline the anticipated components of the REEA.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound to hereby agree as follows.

1. Recitals. The Recitals herein above contained are hereby incorporated herein by reference as if more fully set forth herein.
2. Party Representatives.
    a. DPWES Representative. Notwithstanding the Notices provision of Section 8.b. herein, the County hereby designates Carey Needham (carey.needham@fairfaxcounty.gov) (the "**DPWES Representative**") as the representative of the County to act on the County's behalf with respect to those matters so described herein. Communications so required to be given to the DPWES Representative may be made by electronic mail, with copies via electronic mail to Ryan Wolf (ryan.wolf@fairfaxcounty.gov), Andy Miller (andrew.miller@fairfaxcounty.gov), Katayoon Shaya (katayoon.shaya@fairfaxcounty.gov), and Luis Pitarque (luis.pitarque@fairfaxcounty.gov) (or such substitute cc's as the DPWES Representative may designate in writing from time to time) and shall be deemed given when transmitted to the electronic mail addresses specified herein and confirmation of completed receipt is provided by electronic mail response (manual, not automated) from the DPWES Representative (or any of the cc's listed above) to the sender.
    b. Inova Representative. Notwithstanding the Notices provision of Section 8.b. herein, Inova hereby designates David Sittler of Sittler Development Associates LLC (dsittler@sittlerassociates.com) (the "**Inova Representative**") as the representative of Inova to act on Inova's behalf with respect to those matters so described herein. Communications so required to be given to the Inova Representative may be made by electronic mail, with copies via electronic mail to John Gaul of Inova Health System (john.gaul@inova.org) and Tim Sampson of Downs Rachlin Martin PLLC (tsampson@drm.com) (or such substitute cc's as the Inova Representative may designate in writing from time to time) and shall be deemed given when transmitted to the electronic mail addresses specified herein and confirmation of completed receipt is provided by electronic mail response (manual, not automated) from the Inova Representative (or any of the cc's listed above) to the sender.
    c. The DPWES Representative and the Inova Representative reserve the right to decline electronic acceptance of any such notification sent pursuant to this Section 2 and request the communication be delivered pursuant to the formal Notice provisions of Section 8.b. herein.
3. Phase I Zoning.
    a. Components. After having coordinated with representatives of the Fairfax County Department of Planning & Zoning, Zoning Evaluation Division ("**ZED**"), County and Inova intend to submit a proffered condition amendment application and a rezoning application, together with an associated development plan, in connection with the Phase I Zoning. County and Inova acknowledge the following with respect to the Phase I Zoning:

i. the Phase I Zoning will establish certain development rights and obligations for the subject land, but the Phase I Zoning will not establish building footprints or final uses for the Land Bays;
ii. development of the Land Bays within the TCN-MUA will require zoning approvals subsequent to the approval of the Phase I Zoning, including subsequent proffered condition amendment and development plan amendment applications; and
iii. the scope and extent of the applications that may be required to accomplish the Phase I Zoning may include additional matters or modifications to those outlined above, and the parties agree to cooperate with each other to implement the same in a manner consistent with the framework of this IREEA.

b. Role of Parties.
   i. Co-Applicants. County and Inova shall be co-applicants of the Phase I Zoning. Representatives of each of Inova and the County shall be identified as points of contact on the Phase I Zoning submission so that all notices and other communications with respect to the Phase I Zoning shall be given to both parties by all Fairfax County regulatory departments and/or other agencies charged with review of the Phase I Zoning. The parties agree to diligently pursue approval of the Phase I Zoning pursuant to the terms of this IREEA.
   ii. Inova Role. Inova shall be responsible for coordinating the compiling, submission and resubmission of the components of the Phase I Zoning, including (without limitation) all required forms, affidavits, plans, exhibits, narratives, proffers and responses to comments and requests for information. Prior to making any submission (or resubmission) of any Phase I Zoning materials, Inova shall first obtain the written approval of such materials by the County as further specified in Section 3.d. herein.
   iii. County Role. County shall be responsible for coordinating the public outreach component of the Phase I Zoning, including (without limitation) coordinating community and other public meetings and leading the presentation of the Phase I Zoning in such forums. County shall coordinate with Inova with respect to such matters as further specified in Section 3.d.iv. herein, and representative(s) of Inova shall attend all such meetings.

c. Common Consultants; Budget.
   i. County and Inova agree that the Phase I Zoning will require certain work for the benefit of both parties conducted by certain common consultants (the "**Common Consultants**"). **Exhibit D** attached hereto sets forth (1) the names (where known) of the Common Consultants, (2) a line item description of the scope of work to be undertaken by the Common Consultants; and (3) the agreed upon budget for the work of the Common Consultants, including a basic contingency (the "**Basic Contingency**") that shall be utilized, as necessary, and as further specified in Section 3.c.ii. herein, to pay for Common Consultant costs that exceed the budget estimates.
   ii. The parties' representatives shall meet telephonically or in person every sixty (60) days (if not more frequently) to review the status of the Phase I Zoning and the Common Consultant invoicing related thereto. Prior to such meetings the Inova Representative shall provide the DPWES Representative an accounting of Common Consultant invoicing, including, if necessary, any (i) reallocations of estimated costs

among Common Consultant line items, or (ii) use of the Basic Contingency to fund Common Consultant costs. Notwithstanding anything to the contrary contained in this Agreement, prior to authorizing any Common Consultant work which would require (i) the reallocation of estimated costs among Common Consultant line items in excess of a total of $50,000.00, or (ii) use of the Basic Contingency to fund Common Consultant costs in excess of a total of $50,000.00, Inova shall first obtain the written approval of the DPWES Representative, such approval not to be unreasonably withheld, conditioned or delayed, and such approval to be given or denied within ten (10) days of the DPWES Representative's receipt of written notice from Inova. For the avoidance of doubt, any reallocations among Common Consultant line items or use of the Basic Contingency up to the amounts described in the preceding sentence shall be considered within the mutually agreed upon scope of Common Consultant work and shall be reimbursed as provided in Section 3.e. herein. The parties may mutually agree to update Exhibit D from time to time during the processing of the Phase I Zoning so as to reallocate estimated costs among Common Consultant line items.

iii. To advance the preparation of the Phase I Zoning, Inova has contracted for certain preparatory work by the Common Consultants having occurred prior to the Effective Date hereof (the "**Common Consultant Pre-IREEA Work**"). The Common Consultant Pre-IREEA Work, and the agreed upon preliminary budget therefor, is set forth on Exhibit D. In accordance with and subject to the terms of Section 3.e. herein, the County agrees to reimburse Inova the County's Pro Rata Share (as defined in Section 3.e.ii. herein) of the Common Consultant Pre-IREEA Work.

iv. Exhibit D further sets forth a line item description of the scope of work (and the agreed upon budget therefor) for the benefit of both parties to be provided by the Common Consultants from and after the Effective Date hereof (the "**Common Consultant Post-IREEA Work**"). In accordance with and subject to the terms of Section 3.e. herein, the County agrees to reimburse Inova the County's Pro Rata Share (as defined in Section 3.e.ii. herein) of the Common Consultant Post-IREEA Work. For the avoidance of doubt, (i) any Common Consultant Pre-IREEA Work that is on-going as of the Effective Date of this IREEA shall be considered Common Consultant Post-IREEA Work upon such time and reimbursed as such going forward, and (ii) any remaining budget for Common Consultant Pre-IREEA Work shall be reallocated to the budget for Common Consultant Post-IREEA Work.

v. By contrast to the work of the Common Consultants that is reimbursable under the terms of this IREEA, any consultant work contracted for by either party with any third party (even if such third party is also a Common Consultant) with respect to design efforts within a particular Land Bay (exclusive of the streetscape), or otherwise at the direction of either party without the consent of the other, shall be considered work attributable solely to that party and shall not be considered the work of a Common Consultant that is reimbursable hereunder. Further, the parties acknowledge that they each respectively have paid for additional work (either shown on Exhibit D as non-common work, or not shown on Exhibit D at all) in preparation for the filing of the Phase I Zoning, but that such work shall not be reimbursable

hereunder (the parties' respective efforts toward the compilation of a set of Urban Design Guidelines is an example of work for which neither party shall have the right to be reimbursed by the other).

d. Submission and Process.

i. County Determination of Land Area for Phase I Zoning Submission. The area of the TCN-MUA, together with Parcel 3F, shall be the land that is made subject to the Phase I Zoning unless within fifteen (15) days from and after the Effective Date of this IREEA, the DPWES Representative shall have notified Inova in writing that the County desires to either exclude certain land within the TCN-MUA (provided such land would not be conveyed to Inova under the REAA) or to include additional land outside of the TCN-MUA and Parcel 3F within the Phase I Zoning.

ii. Common Consultant Contracting.

1. Attached hereto as Exhibit F are standard terms and conditions, the substance of which will be included as part of all Common Consultant Contracts (as defined in Section 3.d.ii.2 herein) entered into after the Effective Date (subject to modifications made to such terms and conditions as may be mutually agreed upon by the DPWES Representative and the Inova Representative). All costs resulting from the inclusion of the Exhibit F, Schedule A insurance requirements within the Common Consultant Contracts shall be borne entirely by the County and paid for out of the County Reserve Contingency, provided any such costs shall be demonstrated by reasonably sufficient evidence, including a certification from the Common Consultant as to exactly which changes to its insurance it had to obtain. Within twenty (20) days from and after the Effective Date of this IREEA, Inova shall procure, and provide to the DPWES Representative pursuant to Section 2 herein, written proposals from the Common Consultants for the Common Consultant Post-IREEA Work. Within ten (10) days thereafter, the DPWES Representative shall, by written notice to the Inova Representative pursuant to Section 2 herein, either approve (in whole or in part) or disapprove each of the Common Consultant proposals, and in the event the DPWES Representative does not respond within such time period, approval of the DPWES Representative shall be deemed given. In the event the DPWES Representative disapproves (in whole or in part) any such Common Consultant proposal, the parties shall use diligent, good faith reasonable efforts to coordinate a revision to such proposal that is mutually acceptable to both parties.

2. Within ten (10) days from and after the approval (or deemed approval) of the Common Consultant proposals, Inova shall countersign the proposals (the "**Common Consultant Contracts**").

iii. Submission.

1. Schedule. Attached hereto as Exhibit E is a Schedule which reflects the parties' current estimation of the milestones associated with the compilation, submission, processing and approval of the Phase I Zoning and mutually agreeable REEA documents. The parties acknowledge and agree that this

Schedule is a guideline toward which they will utilize diligent, good faith reasonable efforts to accomplish the Phase I Zoning and mutually agreeable REEA documents, with the understanding that the missing of any date in the Schedule shall not be deemed a default under this IREEA.

2. Coordination of Initial Submission. Inova shall utilize diligent, good faith reasonable efforts in administering the Common Consultant Contracts, and otherwise, in order to provide an initial draft of all submission materials for the Phase I Zoning to the County by the date as shown on the Schedule. Thereafter, the County shall have fifteen (15) business days to respond in writing to Inova either approving, or providing detailed comments on, the submission materials. If the County's comments are narrative only and are readily legible by electronic transmission, then the County's response may be provided to the Inova Representative pursuant to Section 2 herein. Following its receipt of the County response, Inova shall, if necessary depending on the response, either (i) revise the submission materials to incorporate the comments of the County and provide the County an updated draft submission package within ten (10) business days of Inova's receipt of the County response (in which case the process of County review and comment shall be carried out as set forth above, except that the County's scope of review shall be limited to refining its prior comments and the County's response time shall be reduced to ten (10) business days), or (ii) in the event Inova disagrees with the County comments, in whole or in part, the parties shall use diligent, good faith reasonable efforts to resolve their differences. Once the Phase I Zoning submission materials have been approved as provided herein, Inova shall submit the Phase I Zoning application to ZED.
3. Proffers, Responses and Resubmissions. Inova shall utilize diligent, good faith reasonable efforts in administering the Common Consultant Contracts, and otherwise, in order to provide an initial draft of all proffers, responses to requests for information and resubmission materials related to the Phase I Zoning to the County sufficiently in advance of the date such materials are due to be submitted to ZED in order to provide for the County's review times as set forth herein. With respect to the initial draft of the proffers, the process for review and submission shall be as set forth in Section 3.d.iii.2. herein with respect to other initial submission materials. With respect to subsequent proffer submissions, responses to requests for information and resubmission materials, the County shall have ten (10) business days to respond in writing to Inova either approving, or providing detailed comments on, the materials. If the County's comments are narrative only and are readily legible by electronic transmission, then the County's response may be provided to the Inova Representative pursuant to Section 2 herein. Following its receipt of the County response Inova shall, if necessary depending on the response, either (i) revise the materials to incorporate the comments of the County and provide the County an updated draft of the

materials within ten (10) business days of Inova's receipt of the County response (in which case the process of County review and comment shall be carried out as set forth above, except that the County's scope of review shall be limited to refining its prior comments and the County's response time shall be reduced to five (5) business days), or (ii) in the event Inova disagrees with the County comments, in whole or in part, the parties shall use diligent, good faith reasonable efforts to resolve their differences. Once the materials have been approved as provided herein, Inova shall submit them to ZED. Notwithstanding the time periods for review of Phase I Zoning materials as set forth herein, the parties acknowledge and agree that the time available for coordinating responses to the resubmission of Phase I Zoning materials (proffer redrafts, updated graphics, responses to requests for information) is likely to be compressed as the Phase I Zoning proceeds such that the time periods for review as set forth herein may not be available. In such event, the parties shall utilize diligent, good faith reasonable efforts to coordinate responses to submissions within the time limits prescribed by the Phase I Zoning process. Further, whenever the materials to be exchanged between the parties are solely narrative and/or are otherwise readily legible if transmitted electronically, then the parties agree that the communications may occur through their respective representatives pursuant to Section 2 herein.

4. Changes. The parties each reserve the right to modify the scope and extent of the Phase I Zoning upon reasonable prior notice to the other provided that doing so does not materially adversely affect the other party and provided further that all costs associated with any such change are borne entirely by the party directing the change, shall not be considered Common Consultant Post-IREEA Work (even in the event the work associated therewith is conducted by a Common Consultant), and, in the event, such change is enacted by the County, shall not count toward the County Common Consultant Budget Limit (as defined in Section 3.e.iii. herein). By way of example in this respect, the County may, subsequent to the submission of the Phase I Zoning, amend the application in order to remove portions of the County Land and/or the FCRHA Land that would not be conveyed to Inova under the REAA from the submission, provided the conditions above are met.

iv. Processing. The DPWES Representative shall take the lead in coordinating all meetings with regulatory departments, public officials, design review board(s), community groups and others as may be required in the course of the review and processing of the Phase I Zoning. The DPWES Representative shall provide Inova a minimum of ten (10) business days' prior written notice of all such meetings (or, in the event that the meeting time is set less than ten (10) business days in advance, as much notice as practically possible), and representative(s) of Inova shall attend and participate in all such meetings. Notwithstanding the foregoing, Inova acknowledges the dual roles of Fairfax County, acting in its proprietary capacity with respect to this

IREEA and in its governmental capacity with respect to the Phase I Zoning, and that Inova shall have no right to attend internal County meetings held solely in the context of the County's proprietary role under this IREEA.

e. Common Consultant Invoices/Cost Sharing.

i. Common Consultant invoices shall be submitted to Inova (and not to County), and Inova shall pay such invoices directly, subject to Inova's approval of the same (in whole or in part).

ii. Pro Rata Shares. The "County's Pro Rata Share" shall be fifty-five and eleven one-hundredths percent (55.11%). The "Inova Pro Rata Share" shall be forty-four and eighty-nine one-hundredths percent (44.89%). The parties acknowledge and agree that the Pro Rata Shares as determined in this Section 3.e.ii. are for the purposes of this IREEA and are not necessarily those that would apply in the context of the REEA.

iii. County Common Consultant Budget Limit. The County's Pro Rata Share of the estimated costs set forth on Exhibit D, together with its Pro Rata Share of the Basic Contingency, shall be the "**County Common Consultant Budget Limit**". Except as otherwise provided in this IREEA, the County shall have no obligation to reimburse Inova any amount in excess of the County Common Consultant Budget Limit for Common Consultant costs. As shown on Exhibit D the County Common Consultant Budget Limit is $_____. For the avoidance of doubt, in the event the County's Pro Rata Share of filing fees associated with the Phase I Zoning is waived by ZED then the County shall have no obligation to reimburse Inova for any portion of the Inova Pro Rata Share of filing fees (i.e., County shall not be obligated to reimburse Inova the County's Pro Rata Share of the reduced amount of filing fees).

iv. Inova Common Consultant Budget Limit. Inova's Pro Rata Share of the estimated costs set forth on Exhibit D, together with its Pro Rata Share of the Basic Contingency, shall be the "**Inova Common Consultant Budget Limit**". Except as otherwise provided in this IREEA, Inova shall have no obligation to spend any amount in excess of the Inova Common Consultant Budget Limit for Common Consultant costs. As shown on Exhibit D the Inova Common Consultant Budget Limit is $_____.

v. County Reimbursement for Common Consultant Pre-IREEA Work. Within ten (10) days from and after the Effective Date of this IREEA, Inova shall provide a written invoice to the DPWES Representative, pursuant to Section 2 herein, (with appropriate back up documentation) for the actual cost of the Common Consultant Pre-IREEA Work. The DPWES Representative shall approve or disapprove (in whole or in part) such invoice in writing to the Inova Representative, pursuant to Section 2 herein, within ten (10) days from and after receipt of the same, with the failure of the DPWES Representative to so respond to be deemed approval of the entirety of the invoice. The DPWES Representative shall provide Inova a detailed explanation of why any portion of such invoice is disapproved. With respect to all approved (or deemed approved) amounts, the County shall reimburse Inova the amount therefor times the County's Pro Rata Share within thirty (30) days from and after the County's approval (or deemed approval) of the invoices.

vi. County Reimbursement for Common Consultant Post-IREEA Work. Inova shall submit to the DPWES Representative, pursuant to Section 2 herein, a written invoice (with appropriate back up documentation) for the actual cost of the Common Consultant Post-IREEA Work incurred during the prior period. The DPWES Representative shall approve or disapprove (in whole or in part) such invoice in writing to the Inova Representative, pursuant to Section 2 herein, within ten (10) days from and after receipt of the same. Any invoice, or portion thereof, that is not disapproved by the DPWES Representative within such time period shall be deemed approved. The DPWES Representative shall provide Inova a detailed explanation of why any such invoice, or any portion thereof, is disapproved. With respect to all approved (or deemed approved) invoices, the County shall reimburse Inova the amount therefor times the County's Pro Rata Share within thirty (30) days from and after the County's approval (or deemed approval) of the invoice.

vii. Should Inova seek payment from the County in excess of the County Common Consultant Budget Limit, the County, in its sole discretion, may elect to pay such additional expenses out of an additional contingency of $75,000.00 (the "**County Reserve Contingency**"). For the avoidance of doubt, (i) the County Reserve Contingency is established to allow the County the option (in its sole discretion) to continue funding the Phase I Zoning beyond the County Common Consultant Budget Limit, and (ii) the County shall have no obligation under this IREEA to pay any amount of the County Reserve Contingency for any purpose.

viii. Interest. Interest on any unpaid sums shall begin to accrue immediately after payment is due at the rate of either (i) five percent (5%), or (ii) the prime rate of interest published by the Wall Street Journal as of the day of deficiency plus 2%, whichever is greater, per annum until paid.

ix. If Inova disagrees with the County's disapproval (in whole or in part) of any invoice, then the parties shall negotiate diligently and in good faith in an attempt to resolve the dispute. For avoidance of doubt, any Common Consultant invoice amount which Inova and/or the County disputes (in whole or in part) that is later paid shall be reimbursed by the County to Inova as provided in this IREEA. Given Inova's contractual obligations to the Common Consultants, time is of the essence with respect to the approval of invoices as provided herein.

x. This Section 3.e. shall survive the term or earlier termination of this IREEA solely with respect to work performed prior to such termination.

4. Components of REEA.

a. During the pendency of this IREEA, the parties shall negotiate diligently and in good faith toward an agreement on the final components and documentation required to effectuate a final REEA. Toward this end, the parties acknowledge and agree that it is their mutual intention, assuming the parties can reach agreement on the terms of a final REEA, to enter into a binding REEA concurrent with the approval of the Phase I Zoning to effectuate, among other things, an exchange of real estate that would ultimately result in the blocks (and ownership designations) as shown on **Exhibit C**. For the avoidance of doubt, the parties may, but neither party shall have any obligation to, proceed with the Phase I Zoning prior to or in the absence of the presentation to the Board of Supervisors of a final REEA.

b. The parties anticipate that the REEA may include (but not necessarily be limited to) the following components:
   i. Deed and plat of subdivision and deeds of conveyance;
   ii. Development Agreement to provide for (1) construction of, and cost sharing for, common infrastructure, and (2) timelines for demolition of certain existing improvements;
   iii. Reciprocal Easement Agreement to provide (1) easements for access, utilities and other common requirements, (2) a maintenance regime for common areas (including the central green), (3) allocation of all proffer obligations under the Phase I Zoning, (4) allocation of all development rights under the Phase I Zoning, (5) requirements for road and other easement dedications as may be required under the Phase I Zoning, (6) design guidelines for the TCN-MUA, and (7) agreements for future boundary line adjustments to establish the final ownership of the Land Bays as contemplated herein; and
   iv. Other easements or agreements as may be required for the continued use and operation of certain existing improvements.

   The parties acknowledge that the foregoing list is not necessarily exhaustive and agree to negotiate diligently and in good faith with respect to the inclusion of other elements of the REEA as may be required to effectuate the terms of the real estate exchange contemplated in this IREEA.

5. Property Investigations.
   a. It is the parties' desire to conduct all investigations of the property which they will acquire through the REEA during the pendency of this IREEA, so that any known condition of such property to which a party would take exception may be addressed during the pendency of this IREEA. Notwithstanding the foregoing, it is expected that the REEA will provide the parties a continuing right of investigation up to the date of closing under the REEA to ensure that the condition of the property as determined during these property investigations remains consistent at the time of closing under the REEA.
   b. For purposes of this Section 5, Inova shall be the "Purchaser" and County shall be the "Seller" with respect to the land that Inova will acquire from the County through the REEA; and County shall be the "Purchaser" and Inova shall be the "Seller" with respect to the land that County will acquire from Inova through the REEA. Between the Effective Date of this IREEA and the Effective Date of the REEA, upon reasonable advance notice to and subject to reasonable coordination with Seller, Purchaser and its agents may have access to the respective land to be conveyed to Purchaser, accompanied by Seller's designated representative, subject to the rights of occupants, in order to make such inspections and perform such tests as required by it. The parties further agree to reasonably cooperate in the exchange of non-proprietary investigations, plans, reports, studies, surveys and other documents related to the land and improvements subject to this IREEA. Purchaser has the Seller's permission to communicate with and engage current and former engineers, consultants and contractors for the land and improvements that are the subject of this IREEA at Purchaser's expense. All investigations, studies and surveys conducted by Purchaser shall

be at Purchaser's sole cost and expense. Seller shall have the right to approve any investigations, studies and surveys that may cause damage to Seller's land or improvements, such approval not to be unreasonably withheld, conditioned or delayed. Purchaser shall keep all such investigations, studies, surveys, and other information obtained pursuant to this Section 5 confidential, except that Purchaser may share such investigations, studies, surveys, and other information with its officers, employees, agents, and third-party contractors. Purchaser shall repair and restore any damage to the Seller's land or improvements caused by Purchaser's activities. The provisions of this Section 5 shall survive closing under the REEA or termination of this IREEA. At Seller's request Purchaser shall or shall cause any of its consultants entering upon the Seller's land or improvements to deliver to Seller certificates of insurance, listing Seller as an additional insured and evidencing general liability insurance coverage in an amount of not less than One Million and no/100 Dollars ($1,000,000.00) and One Million and no/100 Dollars ($1,000,000.00) in the aggregate; provided, however, that with respect to any County employees (as opposed to private consultants) entering upon the Inova Land or improvements, County may instead deliver (i) a statement of self-insurance regarding general liability insurance coverage in an amount of One Million and no/100 Dollars ($1,000,000.00) (but not listing Inova as an additional insured) and (ii) a certificate of insurance listing Inova as an additional insured and evidencing excess general liability insurance coverage in an amount of not less than Ten Million and no/100 Dollars ($10,000,000.00). Further, notwithstanding the foregoing, Inova shall have satisfied its insurance obligation hereunder if the required insurance is provided by Inova's captive self-insurance company known as *InovaCap*.

6. Termination.
    a. Outside Term of IREEA. Unless earlier terminated as provided in this IREEA, this IREEA shall terminate and be of no further force or effect (except with respect to all provisions hereof which are expressly set forth to survive termination) upon the earlier to occur of (i) the Effective Date of the REEA, or (ii) December 31, 2017 in the event that the Phase I Zoning is not approved by the Board of Supervisors of Fairfax County, acting in its governmental capacity, by such time. Notwithstanding the foregoing, the parties may mutually agree in writing to extend the term of this IREEA, neither party being under any obligation to do so.
    b. Termination for Failure to Reconcile Good Faith Disagreement. If, despite the parties' diligent, good faith reasonable efforts to resolve their differences with respect to (i) the process for coming to agreement on matters related to the components of the Phase I Zoning as provided in Section 3.d. herein or (ii) negotiations with respect to the REEA, the parties are nevertheless unable to reach agreement, then the parties agree to implement Sections 7.a. and 7.b. of the Dispute Resolution provisions of this IREEA in a further attempt to reconcile their disagreement. In the event such provisions do not result in agreement among the parties, then either party may terminate this IREEA by written notice to the other, whereupon this IREEA shall terminate (except with respect to all provisions hereof which are expressly set forth to survive termination).
    c. Termination Because Budget Exceeded. In the event either (or both) party's Common Consultant budget limit, as set forth in Section 3.e.iii. and 3.e.iv. herein, is met, or in the event the County reasonably elects not to reallocate an Exhibit D line item or not to expend Basic Contingency funds beyond the $50,000 limits for the same as set forth in Section 3.c.ii.

herein, then such party(ies) shall have the right, in their sole and absolute discretion, to either (i) continue funding the Phase I Zoning effort with additional funds (subject, in the instance of the County, to the amount of the County Reserve Contingency, as it may be increased pursuant to subsequent authorization), or (ii) to terminate this IREEA upon ten (10) days prior written notice to the other party. In the event one party elects to so terminate this IREEA, the other party shall have the right to elect (such election to be made in writing to the other party within ten (10) days of the electing party's receipt of the other party's notice of termination) to continue to fund the Phase I Zoning effort unilaterally, in which event (X) this IREEA shall not terminate, except that the party having elected to terminate shall have no further monetary obligation to fund the Phase I Zoning, (Y) the party having elected to terminate shall cooperate with the party having elected to continue in order to fulfill the intent of this IREEA with respect to the Phase I Zoning, and (Z) the parties shall negotiate diligently and in good faith concerning a mechanism whereby the party having elected to terminate will reimburse the party having elected to continue in the event of the approval of the Phase I Zoning. For the avoidance of doubt, the purpose of this Section 6.c. is to address circumstances where the Phase I Zoning would be abandoned for a lack of funding to complete it; this Section 6.c. shall not allow one party unilaterally to continue the Phase I Zoning effort under circumstances where the parties have been unable to reconcile a good faith disagreement as provided in Section 6.b. or in the event of a termination for convenience as set forth in Section 6.d. herein.

d. Termination for Convenience. Either party may unilaterally terminate this IREEA for any reason. If either party terminates this IREEA pursuant to this subsection, then the terminating party shall reimburse the other party its actual, direct costs incurred in furtherance of the Phase I Zoning, the REEA and this IREEA within thirty (30) days of receipt of a substantiated invoice therefor (but in no event shall the non-terminating party be entitled to an award of lost profits or other consequential damages). The parties acknowledge and agree that neither of the following shall constitute a termination for convenience: (i) a Board of Supervisors' failure to approve the form of REEA presented for approval, nor (ii) a termination pursuant to Section 6.b. or 6.c hereunder. The parties acknowledge and agree that a party's determination to stop participating in the Phase I Zoning effort (including that party's failure to pay for the effort, subject to that party's dispute rights set forth in this Agreement) or to cease good faith negotiations of the REEA (subject to that party's rights as set forth in this Agreement) shall be considered a termination for convenience affording the non-terminating party its rights under this Section 6.d. (without limitation to other remedies as may be available at law or in equity).

7. Dispute Resolution.

a. The parties agree to cooperate to achieve the objectives of this IREEA, and to use diligent, reasonable and good-faith efforts to resolve all disputes and disagreements that may arise hereunder. All disputes, claims and other matters in question between the parties arising out of or in relation to this IREEA shall first attempt to be resolved at the field level through discussions between the Inova Representative and the DPWES Representative.

b. If a dispute or disagreement cannot be resolved as such, senior representatives of Inova and the County, upon the request of either party, shall use diligent, good faith reasonable efforts to meet within ten (10) days from and after the date such request is made, to attempt to

resolve such dispute or disagreement. The County's senior representative, for purposes of this Section 7.b. shall be Ron N. Kirkpatrick (ronald.kirkpatrick2@fairfaxcounty.gov) or, if Ron Kirkpatrick is no longer a Deputy Director of the Department of Public Works and Environemntal Services, any then-current Deputy Director of the Department of Public Works and Environmental Services, and the Inova senior representative shall be John Gaul (john.gaul@inova.org) or the then-current senior head of real estate for Inova; provided that each such party shall have the right to change its senior representative upon notice in accordance with the IREEA, so long as the senior representative is not an individual who has previously worked regularly on the deal. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If, despite diligent, good faith reasonable efforts, the party of whom such meeting is requested is unable or unwilling to meet within twenty (20) days from and after the date such request is made, then the requesting party shall have the right to cancel the request and proceed to seek judicial review as provided below and/or to terminate this IREEA as provided in Section 6 herein.

c. If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may, if both parties agree, submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. The costs of the mediator's fees, costs and expenses shall be shared equally between the parties.

d. If the parties cannot agree internally and do not agree to mediation, then, subject to applicable law, judicial review shall be available for all other causes of action or suits for equitable relief. Venue for any suit or action filed by either party to this IREEA will be the Circuit Court of Fairfax County, Virginia.

e. The prevailing party in any such dispute shall be entitled to recover its legal fees and expenses (including expert's fees) from the non-prevailing party, together with any late fees or interest that is due on such payment.

8. Miscellaneous.

a. Successors and Assigns. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This IREEA may not be assigned without the prior written consent of the parties to this IREEA.

b. Notices. All notices and demands by either party to the other shall be given in writing and sent electronically and also sent by a nationally recognized overnight courier (and deemed delivered one business day after having been sent) or by United States certified mail, postage prepaid, return receipt requested (and deemed delivered two business days after having been sent), and addressed as follows:

To County: Carey Needham, Director
Building Design & Construction Division
Department of Public Works & Environmental Services
12000 Government Center Parkway, Suite 449

Fairfax, VA 22035
carey.needham@fairfaxcounty.gov

with a copy to: Office of the County Attorney,
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035
Attn: County Attorney
ryan.wolf@fairfaxcounty.gov

To Inova: Inova Health Care Services
Attn: John Gaul, SVP and General Counsel
8110 Gatehouse Road, Suite 200E
Falls Church, VA 22042
John.Gaul@Inova.org

with a copy to: Timothy S. Sampson
Downs Rachlin Martin PLLC
199 Main Street, PO Box 190
Burlington, VT 05402
tsampson@drm.com

Either party may change its notice recipient(s) by notice to the other parties in accordance with the terms of this IREEA.

c. Confidentiality. Inova shall keep all reports, studies, correspondence, drafts thereof, and other documents and information prepared or received in connection with this IREEA confidential, except that Inova may share such documents and information (i) with its officers, employees, agents, attorneys, third-party consultants and the Common Consultants to further the purposes of this IREEA, (ii) with regulatory government staff and others to further the Phase I Zoning approval effort, (iii) otherwise to implement Inova's requirements under this IREEA or as Inova may be required by law, and (iv) in connection with the further development of the Inova blocks. For the avoidance of doubt, all reports, studies, correspondence, and other documents and information either received from or submitted to ZED or any other regulatory body pursuant to this IRREA shall not be considered confidential and shall not be subject to the provisions of this Section 8.c.
d. Further Assurances. The parties agree to execute, acknowledge and deliver and record all documents, instruments, and/or agreements as are necessary to effectuate the agreement contemplated herein upon the request of the other, their successors or assigns as the case may be.
e. Counterparts. This IREEA may be executed in one or more counterparts, each of which shall be deemed an original, but both of which such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this IREEA or any counterpart hereof to produce or account for the other original counterpart.
f. Entire Agreement. This IREEA and the Exhibits attached hereto and forming a part hereof set forth the entire agreement between the parties concerning the matters related hereto. No alteration, amendment, change or addition to this IREEA shall be binding upon either party unless reduced to writing and signed by each party.

g. Headings. The section and paragraph headings appearing in this IREEA are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.
h. Governing Law. This IREEA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
i. Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of the County's financial obligations under this IREEA are subject to appropriations by the Board of Supervisors to satisfy payment of such obligations.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this IREEA as of the day and year first above written.

BOARD OF SUPERVISORS FOR COUNTY OF FAIRFAX, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

Date:_____

INOVA HEALTH CARE SERVICES, a Virginia non-stock corporation

By: _____

Its: _____

Date: _____

Exhibit A

TCN-MUA and each of the Inova Land, the County Land, and the FCHRA Land

GRAPHIC REPRESENTATION

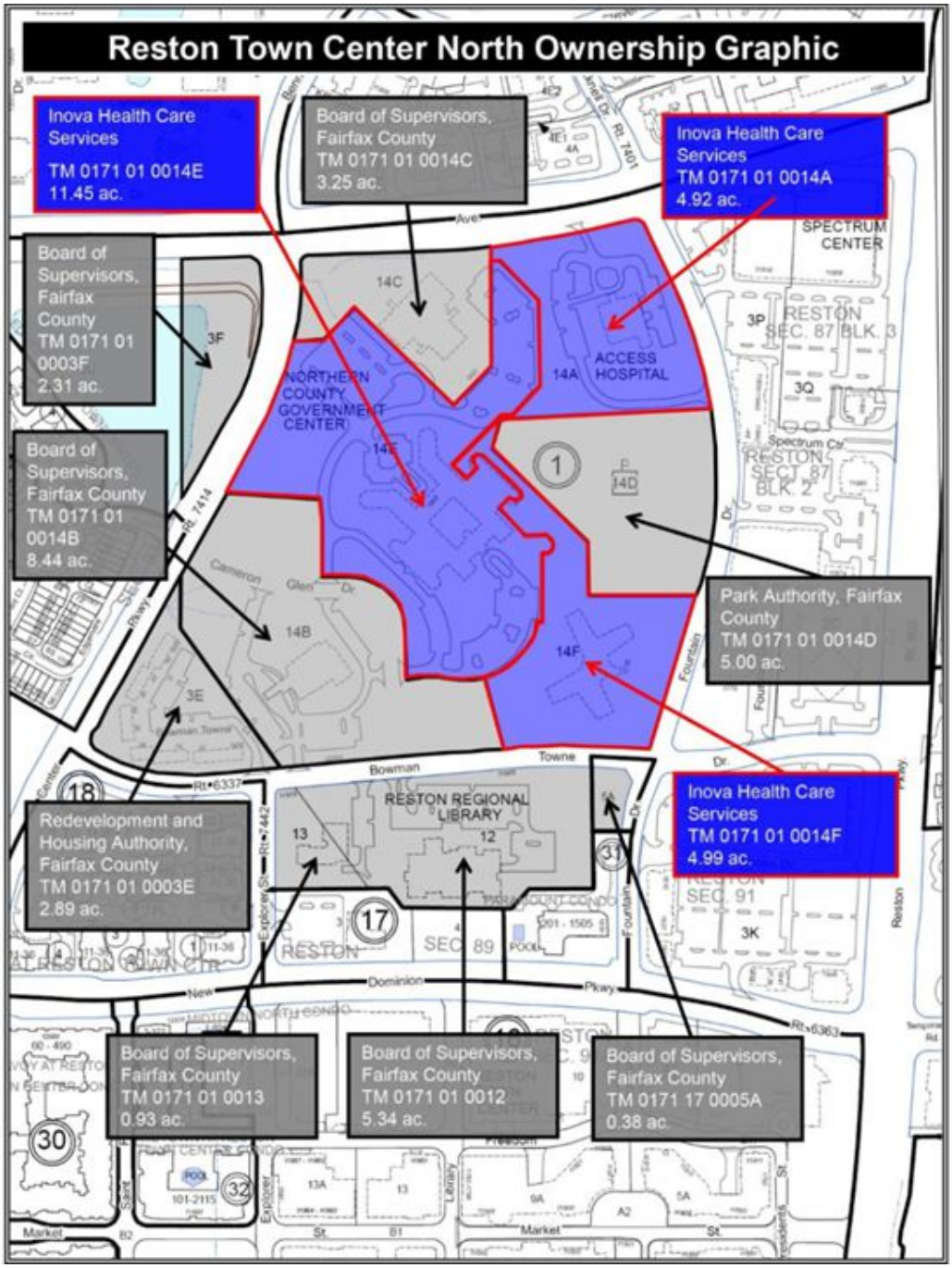


Exhibit B

Concept Plan

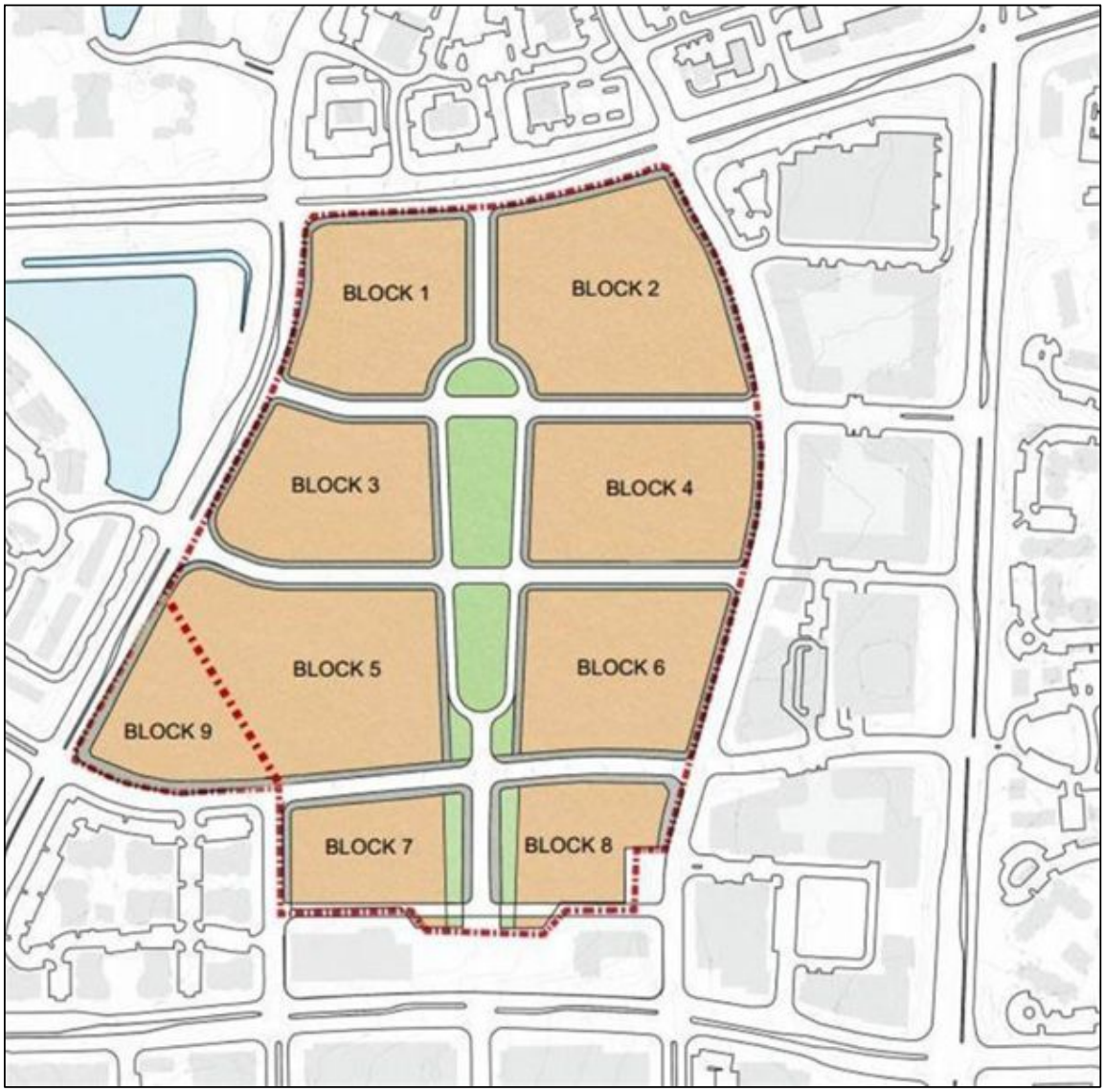
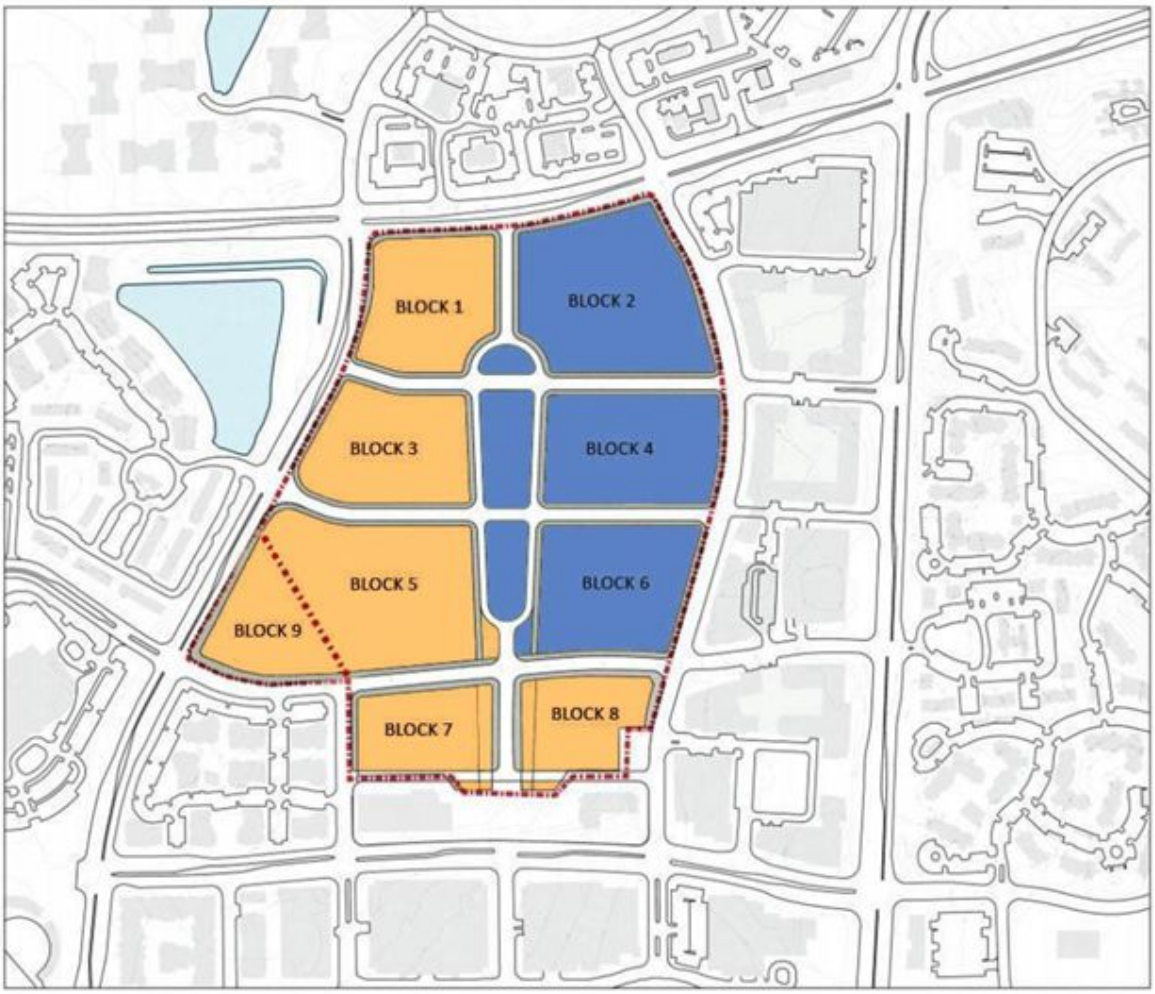


Exhibit C

Future Ownership of Land Bays*



***For initial land allocation. Ultimate ownership/control of the Central Green to be determined.**

Fairfax County

Inova

Exhibit D – Page 1 of 2

Common Consultants, Scope, and Preliminary Budget

EXHIBIT D
Page 1 of 2

Reston Town Center North
Consultant Budget and Scope Allocation

		Cost Sharing				
		Pre-IREEA				
		Common Budget Amount	Non-Common	Common	Common Consultant	Comments
1.1	**Consultants**					
	Design Guidelines	$0	X		N/A	Each Entity pays its own consultants
	Land Planner - DP	$0	X		N/A	Each Entity pays its own consultant
	Civil Engineer -DP					
	Preliminary Planning Phase	$2,300		X	Urban	Based on Urban Proposal 14-112.00, Tasks 1-5 (Executed by Inova)
	Offsite Improvements Surveys					
	Offsite Transportation Improvement Studies					
	Storm and Sanitary As-builts					
	Additional Services (15%)					
	Landscaping Preliminary Planning Phase - Central Green					
	Additional Revision					
	Additional Design Meeting Allowance					
	Additional Services (20%)					
	Preparation and Processing of the RZ/PCA/DP					
	Third Resubmission					
	Sanitary Sewer - Offset Peaks Analysis					
	Additional Services (15%)					
	Civil Engineer - Subdivision/Transaction Exhibits	$9,200		X	Urban	Based on Urban Proposal 14-114.R1
	Boundary Line Adjustment Plat					
	Misc Survey					
	Additional Services (15%)	$1,000		X	Urban	Budget
	Landscape Architect - DP/Streetscape & Central Green					
	Third Resubmission					
	Architectural for fixed structures (Conceptual Only)					
	Additional Renderings/Graphics					
	Additional Meetings					
	Additional Services (15%)					
	Landscape Architect -Land Bays	$0	X		N/A	
	Traffic Consultant - Zoning TIS					
	Part A -Traffic Data Collection, Initial Analysis and Meetings	$43,598		X	Wells	Work is complete. The cost is based on Wells + Associates billings.
	Update Traffic Counts					
	Part B - 870 TIS Preparation and Approval					
	Part B - Major Revision					
	Part B - Access Management and other VDOT waivers					
	Part B - Additional Meetings					
	Part B - Additional Services (15%)					
	Signage/Wayfinding Consultant					
	Additional Services (20%)					
	Lighting Consultant					
	Noise Consultant					
	FAA Consultant					
	Geotechnical					
	Wetlands Consultant	$7,000		X	WSSI	Reconnaissance only for Wetlands and Pogonia - based on WSSI proposal dated 5/27/2015
	Dry Utility Consultant					
	Utility Demarcation and Surveying					
	Other Undefined Consultants					
	Development Consultant	$0	X		N/A	
1.2	**Filing Fees**					
	Proffered Condition Amendment - PRC District					
	Rezoning - PRC District					
	Interpretations					
1.3	**Consultant Reimbursables**	$2,000		X	Varies	
1.4	**Printing Costs**	$2,000		X	Varies	
1.5	**Other**					
	Estimating & Budgeting					
	Other					

Subtotal	**$67,098**	
Basic Contingency	**$13,872**	20%
Total by Phase	**$80,970**	

Total Pre-IREEA and Post-IREEA (Rounded) **$1,381,000**

Allocations - Total Pre-IREEA and Post-IREEA	**$**	**%**
Inova Common Consultant Budget Limit	**$619,931**	44.89%
County Common Consultant Budget Limit	**$761,069**	55.11%

Exhibit D – Page 2 of 2

Common Consultants, Scope, and Preliminary Budget

EXHIBIT D
Page 2 of 2

Reston Town Center North
Consultant Budget and Scope Allocation

		Cost Sharing Post-IREEA				
		Common Budget Amount	Non-Common	Common	Common Consultant	Comments
1.1	**Consultants**					
	Design Guidelines					
	Land Planner - DP		X			Each Entity pays its own consultant
	Civil Engineer -DP					
	Preliminary Planning Phase	$43,700		X	Urban	Based on Urban Proposal 14-112.00, Tasks 1-5 (Executed by Inova)
	Offsite Improvements Surveys	$9,000		X	Urban	UEA Task #6 - Assumes 3 are required
	Offsite Transportation Improvement Studies	$10,000		X	Urban	UEA Task #7 - Assumes 2 are required
	Storm and Sanitary As-builts	$9,200		X	Urban	Based on Task #8 of Urban Proposal 14-114R1
	Additional Services (15%)	$10,800		X	Urban	Budget
	Landscaping Preliminary Planning Phase - Central Green	$56,400		X	Land Design	Based on Land Design Proposal dated 5/29/2015 with Cost Analysis
	Additional Revision	$5,000		X	Land Design	Budget based on 50% of Phase 200 of Land Design's proposal
	Additional Design Meeting Allowance	$6,000		X	Land Design	Budget based on 50% of estimated Meetings allowance
	Additional Services (20%)	$13,500		X	Land Design	Budget
	Preparation and Processing of the RZ/PCA/DP	$143,500		X	Urban	Based on Urban Proposal 14-113.R1
	Third Resubmission	$10,000		X	Urban	Budget based on Task #8
	Sanitary Sewer - Offset Peaks Analysis	$10,000		X	Urban	UEA Task #10
	Additional Services (15%)	$24,500		X	Urban	Budget
	Civil Engineer - Subdivision/Transaction Exhibits	$16,900		X	Urban	Based on Urban Proposal 14-114.R1
	Boundary Line Adjustment Plat	$0		X	Urban	Assumed to be an REEA expense
	Misc Survey	$4,500		X	Urban	Task #9 in Urban Proposal 14-114.R1
	Additional Services (15%)	$3,200		X	Urban	Budget
	Landscape Architect - DP/Streetscape & Central Green	$63,000		X	Land Design	Based on Land Design Proposal dated 5/29/2015
	Third Resubmission	$12,000		X	Land Design	Based on second submission budget
	Architectural for fixed structures (Conceptual Only)	$7,500		X	TBD	Based on discussions with Land Design
	Additional Renderings/Graphics	$5,000		X	Land Design	Budget
	Additional Meetings	$10,000		X	Land Design	Budget based on 100% of the Coummunity outreach costs
	Additional Services (15%)	$15,000		X	Land Design	Budget
	Landscape Architect -Land Bays	$0	X		N/A	
	Traffic Consultant - Zoning TIS					
	Part A -Traffic Data Collection, Initial Analysis and Meetings					
	Update Traffic Counts	$15,000		X	Wells	Original traffic counts may no longer be valid at the time we submit prepare the TIA resulting in the need to take new counts. Budget based on Wells E-mail dated December 2, 2014.
	Part B - 870 TIS Preparation and Approval	$68,000		X	Wells	Based on Wells Proposal dated 2/24/2014, revised 5/08/2015, rounded up to the nearest $1,000
	Part B - Major Revision	$16,750		X	Wells	Assumes one major revision based on analysis and D (i) documentation costs in the 5/08/2015 revision
	Part B - Access Management and other VDOT waivers	$15,000		X	Wells	Assumes three waivers are prepared by Wells for the DP
	Part B - Additional Meetings	$28,000		X	Wells	Historically, meeting costs for a Reston application are 2 to 3 times what Wells estimates
	Part B - Additional Services (15%)	$21,000		X	Wells	Budget
	Signage/Wayfinding Consultant	$55,000		X	TBD	Based on budgets provided by RTKL and Friends of Steve Neumann
	Additional Services (20%)	$11,000		X	TBD	Budget
	Lighting Consultant	$20,000		X	TBD	Allowance
	Noise Consultant	$7,500		X	TBD	This may not be required until a DPA/PRC plan is submitted for a defined use on a block
	FAA Consultant	$0	X		N/A	Likely not required until a DPA/PRC plan is submitted for a defined use on a block
	Geotechnical	$15,000		X	TBD	Budget - Preliminary review of soils conditions along with a few borings/hand augers
	Wetlands Consultant					
	Dry Utility Consultant	$15,000		X	TBD	Conceptual layout only. Budget based on a general discussion with Davis Utility Consulting
	Utility Demarcation and Surveying	$45,000			TBD	Budget for Quality Level B Sweep of all public and private utilities - Survey costs are included in UEA proposals
	Other Undefined Consultants	$30,000		X	TBD	Other undefined common consultants
	Development Consultant	$0	X		N/A	
1.2	**Filing Fees**					
	Proffered Condition Amendment - PRC District	$57,320		X	N/A	$13,640 + ($910/acre x 48 acres = round up of the 47.59 acres)
	Rezoning - PRC District	$70,960		X	N/A	$27,280 + ($910/acre x 48 acres = round up of the 47.59 acres)
	Interpretations	$1,600		X	N/A	Assumes 2 post-zoning interpretations prior to the Real Estate Exchange Agreement execution
1.3	**Consultant Reimbursables**	$22,500		X	Varies	Includes $2,500 for subdivision notice mailings
1.4	**Printing Costs**	$30,000		X	Varies	
1.5	**Other**					
	Estimating & Budgeting	$40,000		X	TBD	Allowance
	Other	$10,000		X	TBD	Allowance

Subtotal	**$1,083,330**	
Basic Contingency	**$216,700**	20%
Total by Phase	**$1,300,030**	

Total Pre-IREEA and Post-IREEA (Rounded) **$1,381,000**

Allocations - Total Pre-IREEA and Post-IREEA	**$**	**%**
Inova Common Consultant Budget Limit	**$619,931**	44.89%
County Common Consultant Budget Limit	**$761,069**	55.11%

Exhibit E

Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	BOS approves IREEA	0 days	Tue 9/22/15	Tue 9/22/15	
2	IREEA Executed	1 wk	Tue 9/22/15	Mon 9/28/15	1
3	Countylnova develop streetscape concepts	54 days	Tue 9/29/15	Wed 12/16/15	2
4	Countylnova Develop Central Green concept	54 days	Tue 9/29/15	Wed 12/16/15	2
5	870 Traffic Impact Study	260 days	Tue 9/29/15	Fri 10/7/16	
22	Prepare Ph. 1 Rezoning Submission	40 days	Thu 12/17/15	Mon 2/15/16	4
24	Internal Submission Approvals	35 days	Tue 2/16/16	Tue 4/5/16	23
28	Submit RZ/PCA/DPA Application	0 days	Thu 4/7/16	Thu 4/7/16	27FS+2 days
29	Rezoning/PCA/DP Approval Process	265 days	Wed 4/13/16	Thu 4/20/17	
43	Final Staff Report	3 wks	Fri 4/21/17	Thu 5/11/17	42
44	Planning Commission Public Hearing	0 days	Wed 6/7/17	Wed 6/7/17	43FS+19 days
45	Planning Commission Decision	0 days	Wed 6/28/17	Wed 6/28/17	44FS+15 days
46	BOS Public Hearing	0 days	Tue 7/25/17	Tue 7/25/17	45FS+19 days
47	BOS Clerk's Letter	0 days	Tue 9/5/17	Tue 9/5/17	46FS+6 wks
48	REEA	186 days	Thu 11/3/16	Fri 7/21/17	
54	BOS Public Hearing on the REEA	0 days	Tue 7/25/17	Tue 7/25/17	53FS+2 days

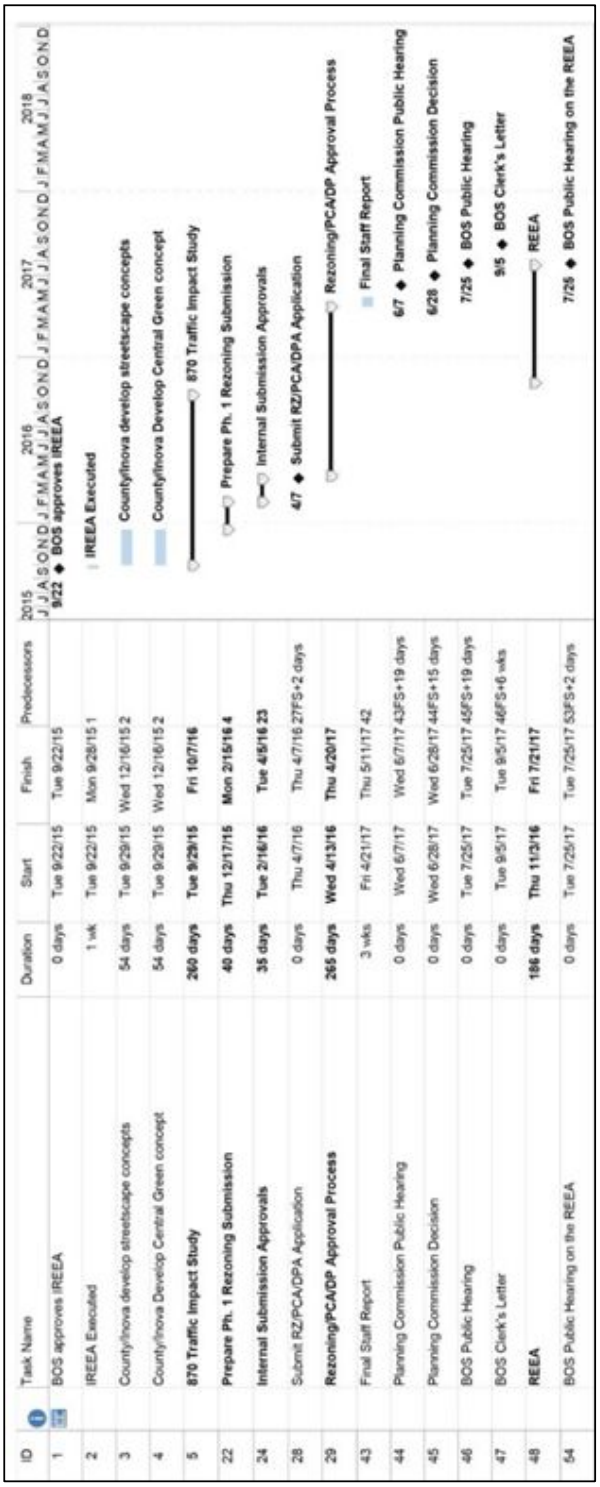


Exhibit F

Standard Terms and Conditions

- Insurance and Indemnity for any Common Consultant shall be as per Schedule A attached hereto. County, Inova, and each of their officers and employees, must also be named additional insureds on all polices.
- County to be a named third party beneficiary of all Common Consultant Contracts, with a statement affirming Common Consultant's understanding that County may separately enforce the obligations of the Contract, and further making clear that there are no obligations of the County to the Common Consultant pursuant to the Common Consultant Contract.
- All Common Consultant Contracts shall state that each Common Consultant agrees in advance that the Common Consultant Contracts may be assigned to County upon the mutual agreement of the County and Inova, or if the IREEA is terminated pursuant to Section 6(c) of the IREEA.
- The documents prepared by the Common Consultant for this project are instruments of the Common Consultant's service ("Instruments") for use solely with respect to this project and, unless otherwise provided, the Common Consultant shall be deemed the author of the Instruments and shall retain all common law, statutory and other reserved rights, including the copyright. The County and Inova shall also be owners of the Instruments and may use and publish the Instruments in any manner necessary related to the project. Notwithstanding the foregoing, the Instruments prepared by the Common Consultant shall not be used by the County or Inova, or others on their behalf, on other projects outside of Reston Town Center North, except by agreement in writing with the Common Consultant. The County and Inova shall have the right to modify the Instruments, but such modifications shall be carried out at the County's and/or Inova's own risk. This provision shall also be applicable to any sub-consultant who performs work on the project.
- In the event that a limitation of liability clause is required at all, Common Consultant must agree upon language similar in substance to the following: "Common Consultant's liability to Inova and County pursuant to this Agreement shall be limited to the actual proceeds of the insurance required pursuant to Article ___ herein (the insurance requirements Article to be named later), but nothing herein shall limit the amount recoverable if Common Consultants actual insurance limits and/or available insurance proceeds exceed the insurance requirements stated in Article __."
- "Time is of the essence" clauses must be included in Common Consultant Contracts.
- Each Common Consultant Contract shall identify its 'key personnel'. If the Common Consultant thereafter seeks to remove or replace any key personnel, Common Consultant shall coordinate such action with Inova and the County.

Schedule A to Exhibit F

Common Consultant Insurance and Indemnity Requirements

1. Each Common Consultant shall be responsible for its professional services. The Common Consultant assumes all risk of all damage or injury to any person or property, resulting from the Common Consultant's errors, omissions or negligent act(s).

2. The Common Consultant shall, during the continuance of all work under the Common Consultant Contract provide the following:

   A. Maintain statutory Workers' Compensation insurance in limits of not less than that required statute or $100,000 (whichever is greater), and Employer's Liability insurance in limits of not less than $1,000,000.

   B. The Common Consultant agrees to maintain Commercial General Liability insurance in the minimum amount of $1,000,000 per occurrence/$2,000,000 aggregate, to protect the Common Consultant, and the interests of Inova and County, their officers and employees against any and all injuries to third parties, including bodily injury and personal injury.

   C. The Common Consultant agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the minimum amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Common Consultant. In addition, all mobile equipment used by the Common Consultant in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

   D. The Common Consultant firm agrees to maintain Professional Liability insurance in the limits of $1,000,000 per occurrence or claim/aggregate per year. This coverage shall continue in force for three years following completion of work under the Common Consultant Contract.

   E. Liability Insurance "Claims Made" basis:

      If the liability insurance purchased by the Common Consultant has been issued on a "claims made" basis, the Common Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Common Consultant must either:

      (i) Agree to provide certificates of insurance evidencing the above coverages for a period of five years after final payment for the Common Consultant Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Common Consultant's or sub-consultant's work under the Common Consultant Contract, or

      (ii) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended

reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

F. The Common Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

G. Common Consultant shall indemnify, keep and save harmless Inova and the County, their agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, theft, suits, liabilities, judgments, costs and expenses which may otherwise accrue against Inova or the County in consequence of the work performed under this Common Consultant Contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Common Consultant or his or her employees, or that of any subcontractor or his or her employees, if any; and the Common Consultant shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against Inova or the County in any such action, the Common Consultant shall, at his or her own expense, satisfy and discharge the same.

H. The Common Consultant will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.

I. The Common Consultant will secure and maintain all insurance certificates of its sub-consultants which shall be made available on demand.

J. The Common Consultant will provide on demand certified copies of all insurance coverages related to the Common Consultant Contract within ten business days of demand. These certified copies will be sent directly from the Common Consultant's insurance agent or representative.

3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to County and Inova. The Common Consultant shall furnish a new certificate prior to any change or cancellation date.

4. Nothing contained herein shall be construed as creating any contractual relationship between any sub-consultants and Inova or the County. The Common Consultant shall be as fully responsible to Inova and the County for the acts and omissions of any sub-consultants and of persons employed by them as it is for acts and omissions of person directly employed by it.

5. Precaution shall be exercised by the Common Consultant at all times for the protection of persons (including employees) and property under their control.

6. The Common Consultant and all sub-consultants are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Common Consultant Contract.

16043504.1

Board Agenda Item
July 28, 2015

ADMINISTRATIVE - 17

Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Mount Vernon District)

ISSUE:
Board of Supervisors' authorization to advertise a Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for refuse/recycling and/or leaf collection service.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize advertisement of a public hearing at 4:00 p.m. on Tuesday, September 22, 2015, to consider the following change to small and local sanitary districts for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's adopted criteria for the Creation/Enlargement/Withdrawal of Small or Local Sanitary Districts.

Sanitary District	Action	Service	Recommendation
Small District 1 Within Mount Vernon District (Martha's Road Area)	De-create/ Re-create	Refuse, Recycling, & Vacuum Leaf	Approve

TIMING:
Board of Supervisors' authorization to advertise on July 28, 2015, is required for a Public Hearing to be held on September 22, at 4:00 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition meets the Board of Supervisors' Adopted Criteria. Staff recommends that the authorization to advertise a public hearing for the De-Creation/Re-Creation of small and/or local sanitary districts for refuse/recycling and/or leaf collection be approved. If approved, the modification will become permanent in October 2015.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map

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

Attachment 1

SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling and/or leaf collection service:

1. De-create/Re-create Small District 1 within Mount Vernon District for the purpose of providing County Refuse, Recycling and adding Vacuum Leaf Collection Service to the Martha's Road area.

Attachment 2

DATA SHEET
De-Create/Re-Create
Small District 1
Within the Mount Vernon District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Martha's Road area.

- Petition requesting service received September 2014
- Petition Area: 164 Properties
- 105 Property Owners in favor
- 33 property owners opposed
- 26 Non-responsive / unable to contact
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved effective October 1, 2015.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON

TO DE-CREATE/RE-CREATE
SMALL DISTRICT 1
WITHIN MOUNT VERNON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 28th day of July, 2015, it was proposed by said Board to adopt a resolution to De-create/Re-create a local district known as Small District 1 within Mount Vernon District to include Martha's Road area for the purpose of providing for refuse/recycling and vacuum leaf collection to be effective October 1, 2015 and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
September 22, 2015
COMMENCING AT 4:00 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the De-Creation/Re-Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by de-creating/re-creating the local sanitary district for the purpose of providing for refuse/recycling and vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a local sanitary district, pursuant to Virginia Code Section *15.2-858*, as amended, to be known

as Small District 1 within Mount Vernon District, Fairfax County, Virginia, which said de-creation/re-creation of the local sanitary district shall be described as follows:

The de-creation/re-creation of Small District 1 within Mount Vernon District to include Martha's Road Area located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 1 within Mount Vernon District is hereby de-created/re-created to wit:

To provide refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this____day of July, 2015

_____
Catherine A. Chianese
Clerk to the Board

93-3

Marthas Road Area

Board Agenda Item
July 28, 2015

ADMINISTRATIVE – 18

Authorization to Advertise a Public Hearing on the County and Schools' FY 2015 Carryover Review to Amend the Appropriation Level in the FY 2016 Revised Budget Plan

ISSUE:
Board approval of an advertisement to increase the FY 2016 appropriation level. The advertisement encompasses both the County and the Schools' *FY 2015 Carryover Reviews*. Section 15.2 – 2507 of the Code of Virginia requires that a public hearing be held prior to Board Action.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement for a public hearing to be held on September 22, 2015 at 10:30 a.m.

TIMING:
Board action is requested on July 28, 2015.

BACKGROUND:
As the *FY 2015 Carryover Review* includes potential increases in appropriation greater than $500,000, a public hearing is required prior to Board action. In addition, the Code of Virginia requires that a synopsis of proposed changes be included in the advertisement for a public hearing.

Details of the proposed changes shown in the advertisement are provided to the Board in the enclosed *FY 2015 Carryover Review* documents.

The School Board funding adjustments included in the advertisement are based upon the School Board's actions on July 23, 2015.

Board Agenda Item
July 28, 2015

ENCLOSED DOCUMENTS:

These attachments will be available online on Monday, July 27, 2015:
http://www.fairfaxcounty.gov/dmb/carryover/fy2015/carryover.htm

Attachment A: Proposed advertisement for public hearing
Attachment B: July 28, 2015 Memorandum to the Board of Supervisors from Edward L. Long Jr., County Executive, with attachments, transmitting the County's *FY 2015 Carryover Review* with appropriate resolutions
Attachment C: Fairfax County School Recommended FY 2015 Final Budget Review and Appropriation Resolutions

STAFF:
Edward L. Long Jr., County Executive
Joseph M. Mondoro, Acting Chief Financial Officer

Board Agenda Item
July 28, 2015

ACTION - 1

Approval of a Resolution Authorizing Execution of a Project Funding Agreement with the Town of Vienna for the Design of Pedestrian Enhancement Improvements Along Old Courthouse Road (Hunter Mill District)

ISSUE:
Board approval of a resolution (Attachment I) authorizing the Director of the Department of Transportation to execute a project funding agreement (Attachment II), in substantial form, with the Town of Vienna for the design of pedestrian improvements along Old Courthouse Road in the Town of Vienna and Fairfax County to facilitate access to the Greensboro Metrorail Station.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached resolution and project funding agreement, in substantial form, with the Town of Vienna to administer design of the project.

TIMING:
Board action is requested on July 28, 2015, to ensure that the project moves forward expeditiously to design pedestrian improvements that would enhance pedestrian and bicycle connectivity along Old Courthouse Road.

BACKGROUND:
Fairfax County Department of Transportation staff has been working in coordination with staff from the Town of Vienna to advance projects in both the County and the Town that the Board approved January 28, 2014, as part of its Transportation Priorities Plan (TPP). Two such projects are scheduled to begin implementation in fall 2015, Creek Crossing Pedestrian Enhancements, and Old Courthouse Road Pedestrian Enhancements. This agreement is for the Town of Vienna to administer design of the latter in an amount not to exceed $200,000. The Vienna Town Council considered this agreement at its July 6, 2015, Council meeting.

Originally, the scope of this project included bike shoulders along Old Courthouse Road. Research and field work clarified that bike shoulders were not feasible within this area given the site conditions and monetary constraints. The existing trail is not compliant with current standards. It generally provides for two to three feet in width, creating a less then desirable walk through the area. In addition, the cement trail does not comply with the Americans with Disabilities Act (ADA). County staff decided to redefine the project, to upgrade the existing trail to a sidewalk creating a more pedestrian friendly link with Tysons, as well as a better walking route to and from Westbriar Elementary School.

Town staff noted that they would like to add another block of sidewalk to connect this project to a Safe Routes to School grant that will upgrade pedestrian facilities coming from farther west in the Town. This would connect both projects and bring the sidewalk to current standards. As the project site lies largely within the Town of Vienna, the County and the Town worked out an agreement to have the project managed by the Town and implemented in two phases: Phase I (design of pedestrian improvements) and Phase II: (land acquisition, utilities, and construction).

An agreement for Phase II of the project will be submitted to the Board for consideration at a later date following the completion of Phase I. Staff anticipates having similar agreements before the Board for consideration for the Creek Crossing Pedestrian project.

FISCAL IMPACT:
On January 28, 2014, the Board approved a $1.4 billion for its TPP. This plan included $1.5 million for pedestrian enhancement improvements along Old Courthouse Road. County and Town staffs have estimated the cost of the design of the Old Courthouse Road project to be $200,000, with a total project estimate of $1.5 million. Funding for this project comes from Fund 40010 (County and Regional Transportation Projects).

The Town bears any cost overruns, unanticipated expenses, or funding shortages, if any, under this agreement (Attachment II). Any unexpended funds from the $200,000 will be returned to the County no later than 90 days after design of the project has been completed and final expenses have been paid in full. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment I – Resolution to Execute Agreement
Attachment II – Project Funding Agreement with the Town of Vienna

STAFF:
Robert A. Stalzer, Deputy County Executive
Susan Cooke, Office of the County Attorney
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric M. Teitelman, P.E., Chief, Capital Projects and Traffic Engineering Division CPTED), FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Vanessa Aguayo, Capital Projects and Traffic Engineering Division, FCDOT
Ray Johnson, Coordination and Funding Division, FCDOT

Attachment I

Fairfax County Board of Supervisors 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 of Fairfax, Virginia on Tuesday, July 28, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Funding Agreement in the amount of $200,000 with the Town of Vienna for the design of pedestrian improvements on Old Courthouse Road to be administered by the Town of Vienna.

Adopted this 28th day of July 2015, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

PROJECT DESIGN ADMINISTRATION AGREEMENT

BETWEEN FAIRFAX COUNTY and the TOWN OF VIENNA

for the design of pedestrian enhancement improvements on Old Courthouse Road in the Town of Vienna, Virginia and the County of Fairfax, Virginia.

THIS AGREEMENT, made and executed in triplicate on this the ____ day of _____, 2015, ("Effective Date") between the COUNTY OF FAIRFAX, VIRGINIA (the "COUNTY"), and the TOWN OF VIENNA, VIRGINIA(the "TOWN").

WITNESSETH

WHEREAS, the COUNTY's Transportation Priorities Plan, approved on January 28, 2014, includes funding for the design, construction, and implementation of pedestrian enhancement improvements on Old Courthouse Road, located in the TOWN and the COUNTY; and

WHEREAS, the COUNTY and TOWN have agreed that the TOWN will perform, or will engage third parties to perform, the design for the pedestrian enhancement improvements on Old Courthouse Road, including but not limited to, administration, scoping, surveying, preliminary engineering, and layout) (the "PROJECT), substantially in accordance with the narrative scope shown in Appendix A; and

WHEREAS, the COUNTY and the TOWN enter into this Agreement to set forth their respective obligations regarding the PROJECT; and

WHEREAS, funds in the amount of $200,000 as shown in Appendix A ("Project Budget and Scope") have been allocated by the COUNTY to finance the PROJECT and constitute the maximum amount the COUNTY will contribute to the PROJECT (the COUNTY Contribution); and

WHEREAS, the location of the pedestrian enhancement improvements is on Old Courthouse Road, running along Old Courthouse Road from COUNTY Parcel # 0293-01-0028 and continuing south-west to TOWN parcels numbered 0293-06-0031, 0293-06-0032, 0293-06-0033, 0293-06-0034, 0293-06-0035, 0293-06-0057, 0293-06-058A, 0293-06-0059, and 0293-06-0049, which is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 29-3, and described on the conceptual layout in Appendix B; and

WHEREAS, the Fairfax County Water Authority ("Fairfax Water") has not yet agreed to the location of the trail on its property or provided any approvals of the final design that is to be located on Fairfax Water property; and

WHEREAS, the COUNTY's and TOWN's governing bodies have, by resolutions, which are attached hereto as Appendix C and D, respectively, authorized their respective designees to execute this Agreement; and

WHEREAS, Section 15.2-1108 and Section 15.2-1202 of the Code of Virginia authorizes both the COUNTY and the TOWN to enter into this arrangement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The TOWN shall:

1. Complete the work identified in Appendix A. All work shall be completed in accordance to scheduled activities established by both parties, and all applicable federal, state, and local laws and regulations, including the Virginia Public Procurement Act.

2. Prepare all design aspects for the portion of the PROJECT located within the COUNTY in accordance with all applicable design standards of the Virginia Department of Transportation (VDOT), Fairfax Water, and the COUNTY.

3. Work with the County and Fairfax Water in good faith to resolve any feasibility issues that may develop.

4. Provide a monthly summary of progress and project expenditures to the COUNTY in addition to, as needed, meetings with the designated COUNTY project manager, and as may be necessary Fairfax Water's representative, to discuss design issues and PROJECT progress. The COUNTY reserves the right to request that the TOWN provide to the COUNTY additional information and/or documentation to substantiate the monthly summary.

5. Obtain COUNTY approval before modifying the scope of the PROJECT as described in Appendix A. Prior to approval for such modification, and if the TOWN's proposed modification affects that portion of the PROJECT on Fairfax Water property, the COUNTY will consult with Fairfax Water, and work with the TOWN on obtaining any required approvals as appropriate. The TOWN understands that if the TOWN takes any step to construct or implement a design that, in the COUNTY'S sole discretion, significantly deviates from the scope described in Appendix A, the COUNTY shall

withdraw from the PROJECT and notify the TOWN of its decision. Within 30 days after the COUNTY's notification, the TOWN shall reimburse to the COUNTY all monies provided to the PROJECT by the COUNTY.

6. Prior to incurring any amount in excess of the COUNTY Contribution, notify the COUNTY of additional PROJECT expenses, whether resulting from unanticipated circumstances or other causes, and provide the COUNTY with detailed estimates of the additional costs.

7. Be responsible for all PROJECT cost overruns that exceed the COUNTY Contribution of $200,000 for the PROJECT. The TOWN, in its sole discretion, may expend more than the COUNTY's Contribution for the PROJECT, but the TOWN is responsible for all expenses above the COUNTY Contribution for the PROJECT, whether such additional expenses are the result of cost overruns or TOWN enhancements or modifications.

8. Provide the COUNTY with 30 days' prior notice of its intent to enter into a contract for the design of the PROJECT.

9. Provide to the COUNTY a copy of the final site plan for the PROJECT upon completion of final design.

10. Perform, or engage third parties to perform, and remit all payments for all work associated with the PROJECT, to include administration costs and inspection services and activities for the PROJECT as required.

11. Return any unexpended portion of the COUNTY Contribution to the COUNTY no later than 90 days after the PROJECT has been completed and final expenses have been paid in full.

12. Retain all invoices and all records of payments for any and all materials and services rendered for the PROJECT, and any related expenses for completion of the PROJECT, and provide copies of any such invoices and records of payments to the COUNTY within three business days after such request.

13. Submit monthly summaries as referenced in Section A, Paragraph 4. Failure to submit a monthly summary for three consecutive months shall constitute the TOWN's abandonment of its obligations under this Agreement. Upon notification by the COUNTY to the TOWN of such abandonment, the TOWN will immediately return any amount of the COUNTY Contribution not expended in accordance with this Agreement and, within 14 days of such abandonment or cessation, transmit all invoices and records of payments related to the PROJECT to the COUNTY.

B. The COUNTY shall:

1. Provide to the TOWN for the PROJECT in accordance with this Agreement the payment outlined in Appendix A.

2. Review design plans and cost estimates and provide comments to the TOWN within 30 days after the receipt of the plans and cost estimates.

3. Fifteen days prior to the TOWN's letting of the design contract for the PROJECT, remit the COUNTY Contribution to the TOWN.

4. Participate in monthly, or as needed, meetings with the designated TOWN project manager, and/or the Fairfax Water representative, to discuss project progress.

C. Both parties shall:

1. Maintain all records for the PROJECT for a period of not less than three years from PROJECT completion. All such records shall be subject to audit by either party.

2. Work cooperatively to complete the PROJECT in a timely and expeditious manner.

3. Upon notification of discovery of any hazardous substances in or on the property, immediately confer to determine the scope of any investigation and the requisite response action.

4. Meet and confer to resolve any dispute that may arise between the parties. Nothing herein limits the rights of either party to resolve disputes by means not described or provided for in this Agreement.

D. All requirements for funds to be borne by the COUNTY shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

E. Either party may terminate this Agreement prior to construction award upon 30 days' advance written notice. Any portion of the COUNTY Contribution not spent or incurred as a debt to a third party prior to termination shall be returned to the COUNTY within 90 days of termination.

F. THIS AGREEMENT shall not be construed as a waiver of the sovereign immunity of Fairfax County.

G. All notices under this Agreement shall be sent via U.S. Mail, postage prepaid, and email for

Fairfax County to:

Tom Biesiadny
Director
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Tom.biesiadny@fairfaxcounty.gov

Vanessa Aguayo
Transportation Planner
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Vanessa.aguayo@fairfaxcounty.gov

and for the Town of Vienna to:

Dennis Johnson, P.E.
Director
Department of Public Works
127 Center Street S.
Vienna, VA 22180
djohnson@viennava.gov

Michael J. Gallagher, PE
Deputy Director of Public Works
Town of Vienna
127 Center Street S.
Vienna, VA 22180
Michael.Gallagher@viennava.gov

H. THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

I. THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

J. THIS AGREEMENT shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF FAIRFAX, VIRGINIA:

_____ _____
Date

Tom Biesiadny_____ _____
Typed or Printed Name of Signatory Date

Director, Department of Transportation_____ _____
Title Date

_____ _____
Signature of Witness Date

TOWN OF VIENNA, VIRGINIA:

_____ _____
Date

_____ _____
Typed or Printed Name of Signatory Date

_____ _____
Title Date

_____ _____
Signature of Witness Date

Pre-Scoping Document

Project Information:		Estimated Design Cost(Not to exceed)
Name:	*Old Courthouse Rd Trail Enhancement*	$ *200,000.00*
Project Number:	*232*	
Project Type:	*Pedestrian/Bicycle*	
Lead Agency:	*FCDOT*	
Location:	Old Courthouse Road from Westbriar Dr/Fairfway Dr to west of Freedom Hill Park Entrance	
District(s):	*Hunter Mill*	
Tax Map:	*29-3*	
ADC Page:		

Roadway Information:

Street Name:	Old Courthouse Road			
Route Number:	*677*		*0*	
Facility Type:	*Secondary*		*Primary*	
Classification:	*Urban Minor Arterial*			
Posted Speed:	*25*	*mph*		*mph*
Design Speed:		*mph*		*mph*
Existing Traffic:	*10,000*			
ADT Year	*2010*			
Projected Traffic:				
ADT Year				
Truck (%)				
Existing # of Lanes				
Proposed # of Lanes				
Lengths: *(roadway)*		*miles*		
(sidewalk/trail)	*1700*	*feet*		

Existing Conditions Description:

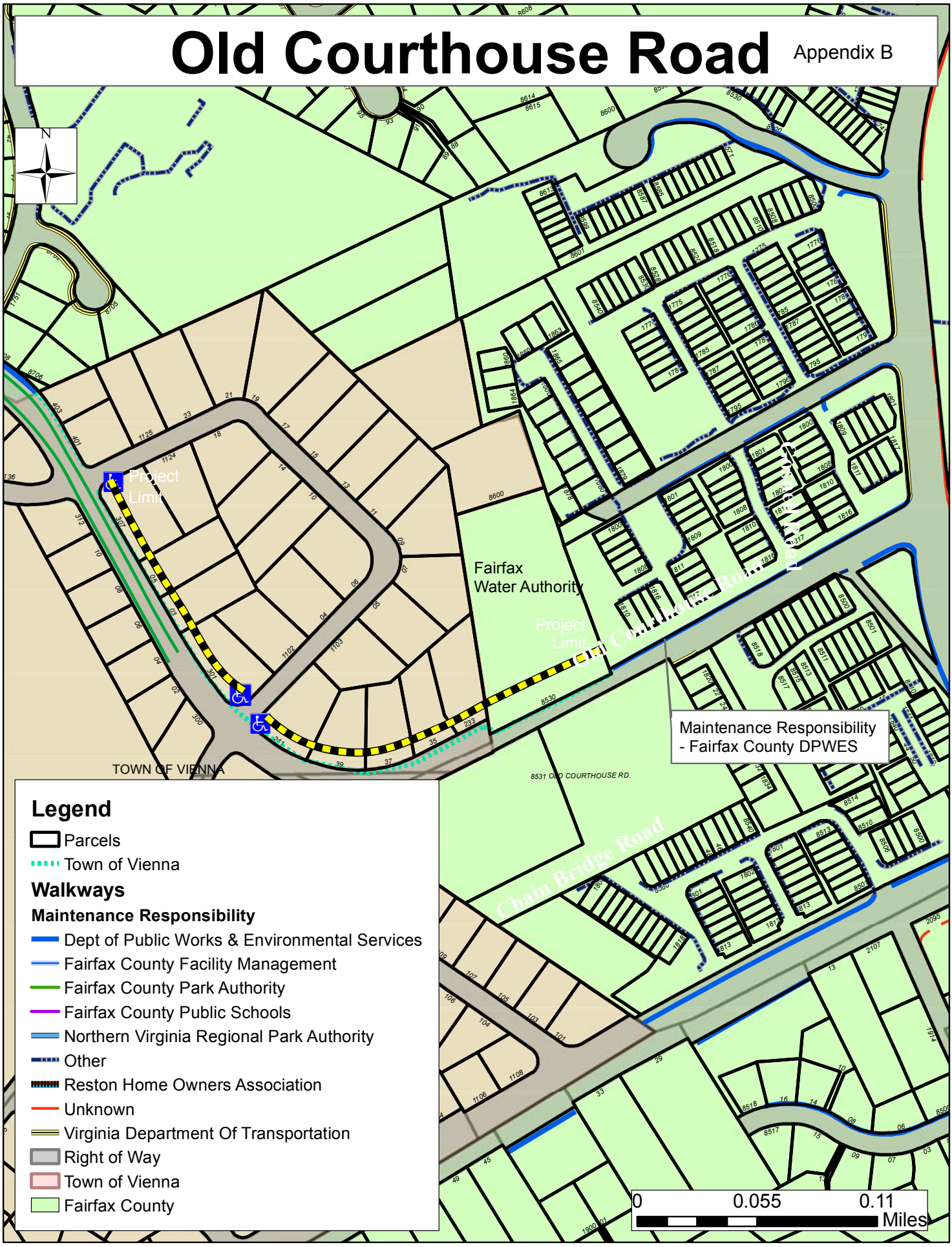
Old Courthouse Road/Gosnell Road heading west pavement is an approximate 48 feet wide. Continuing west, 330 feet to Vienna City limits pavement is 24-37 feet (narrowest section) just west of Westbriar Street intersection with no shoulder area. Pineway to Fairway Drive, street width varies 40 to 55 feet. Fairway to Westbriar 46 +/- . Existing Trail is in poor condition with an average usable width of 2-4ft. Intersection of Westbriar Ct/Old Courthouse Rd does not have adequate ramps.

Purpose & Need Statement

Project will be managed by the Town of Vienna under a board approved agreement. The county will fund the project in two phases, Phase 1 Design and Phase 2 Construction and ROW both will be funded with a not to exceed specified amount. Phase 1 of the project includes design plans for the upgrade and reconstruction of approximately 1,700 feet of an existing trail along the north side of Old Courthouse Road to a 5'-8' concrete sidewalk from Parcel # 8530 in Fairfax County and continuing south-west to parcel numbers 233, 235 237, 239, 241 307, 305, 303, 301 within the Town of Vienna (as shown on Appendix B). Improvements will include curb and gutter and necessary drainage improvements within the Town of Vienna, as well as updating curb accessible ramps at all intersection crossings within the project limits. All improvements within the Town will be to Town standards and affected parcels within Fairfax County will be to VDOT and County PFM requirements. (See conceptual alignment)

Old Courthouse Road

Appendix B



Board Agenda Item
July 28, 2015

ACTION - 2

Approval of the Department of Neighborhood and Community Services' Field Allocation Policy

ISSUE:
The current Field Allocation Policy calls for periodic reviews. The Department of Neighborhood and Community Services (NCS) and the Fairfax County Athletic Council (FCAC) have completed a thorough review of the policy. The recommended revised policy better reflects the current state of community athletics in the county.

RECOMMENDATION:
The County Executive recommends that the Board approve the proposed Field Allocation Policy.

TIMING:
Board action is requested on July 28, 2015, as the deadline for applications for spring field use is December 1, and NCS will need to notify user groups of any policy changes prior to their submission of applications.

BACKGROUND:
The Field Allocation Policy, which guides the fair and equitable distribution of athletic fields and determines how NCS allocates athletic fields to community user groups, calls for periodic review. That provision, plus changes in the local athletic community, necessitates revisions to the policy. The Field Allocation Policy originally was adopted in 2002. In the summer of 2013, the Fairfax County Athletic Council began its review of the policy, working with the athletic community and staff from NCS, the Fairfax County Park Authority (FCPA), and Fairfax County Public Schools (FCPS).

The FCAC unanimously approved recommending a revised Field Allocation Policy to the director of NCS and the Board of Supervisors (Attachment 1). After developing a draft of the policy, the FCAC distributed the proposal for public comment. Opinions from the athletic community and the community at large were obtained through written comments and at public comment meetings held throughout the county. Those who attended the meetings also were encouraged to submit written comments to ensure their views were accurately captured. The comments were passed on to the FCAC in their full, unedited state. Attachment 2 includes the comments that have been categorized and presented by topic, along with the NCS response thereto.

The changes that should be highlighted for the Board are as follows:

1. The new revised policy continues to give youth priority over adults
2. Requirements were added to become a Certified Athletic Organization to

include:

a. Non-Profit Documentation -- In determining Profit, Non-Profit and Not-for-Profit status, Organizations must provide an IRS non-profit number or written documentation supporting non-profit status as categorized by a federal or state regulatory agency.

b. Insurance – Proof of a minimum of $1,000,000 liability coverage; the policy must name FCPS, FCPA, and the Board of Supervisors as co-insured.

c. Background Checks – A written certification from the organization attesting that it has a policy in place requiring appropriate and periodic background checks for all adults acting in any capacity on behalf of the youth organization (administrative staff, paid staff, coach, volunteer, trainers, etc.) in accordance with all applicable county, FCPA, and FCPS policies.

3. Currently, the policy allocates space by the total number of participants divided by an allocation factor which automatically determines the number of teams. The new policy will allocate space based on the number of teams determined by their rosters and schedules submitted.

4. Due to the increased number of turf fields built on high school stadiums, NCS will now also be scheduling track clubs in order to prevent double booking. Prior to the turf fields, the stadiums were scheduled by FCPS. Track has been included in the policy as a priority sport in the spring.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Field Allocation Policy
Attachment 2: Public Comments on Policy Proposals
Attachment 3: Public Comments and FCAC Responses to the Comments

STAFF:
Patricia D. Harrison, Deputy County Executive
Christopher A. Leonard, Director, Department of Neighborhood and Community Services (NCS)
Sarah Allen, Division Director, NCS
Karen B. Avvisato, Manager, Athletic and Community Use Services, NCS
Mark Martino, Operations Manager, Athletic and Community Use Services, NCS

Field Allocation Policy:

Community Use of Fairfax County

Public Athletic Fields

Adopted November 17, 2008
Effective Spring 2009

Updated March 2015

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I. Purpose

A. This document establishes the policies and procedures that govern allocation and use of Fairfax County athletic fields, with the goal of fair and equitable distribution among all users. Specifically, the policy outlines who is eligible to receive permitted use of Fairfax County public athletic fields and the process used to allocate and schedule fields, athletic leagues/organizations, individuals, groups and corporate applicants.

B. Two assumptions formed the basis for the development of the policy. First, the rules for scheduling enable the largest number of county residents to have access to public athletic fields. Second, the field scheduling process is designed to maximize use of available resources in a fair and equitable manner.

II. Scope of Authority

A. The Fairfax County Department of Neighborhood and Community Services (NCS) shall implement the policy, comply with these regulations, and provide equal access to these facilities in accordance with the requirements of the allocation policy.

B. The NCS director has the authority to make changes to the allocation formula, season dates, primary/secondary sport designations, practice/game allocations, and fee charges as usage and field availability change, and to interpret and determine appropriate procedures for implementation of the policy. Additionally, the NCS director has the authority to deny or terminate the use of a field to any person or organization at any time, and/or to impose a penalty, to include but not limited to forfeiture of permits, for any user, group, or organization not complying with this policy and its rules and regulations. The inclusion in the scheduling process of field amenities (to include but not limited to the type of playing surface) will be at the discretion of the NCS director, in consultation with Fairfax County Park Authority, Fairfax County Public Schools or Northern Virginia Regional Park Authority as appropriate, and subject to any memoranda of understanding or community use agreements.

C. The Fairfax County Athletic Council (FCAC), acting as a Board of Supervisors-appointed community representative, shall recommend policy, procedural, and planning guidance to the FCPA, FCPS, and NCS and review usage conflicts and make recommendations for resolution. At least once every five years, the FCAC shall review the policy and identify needs for updates and changes based upon the current usage environment.

D. All FCPA and FCPS policies apply as appropriate to scheduling of fields. These policies can be found at the following links:
http://www.fcps.edu/fts/comuse
http://www.fairfaxcounty.gov/parks/wp-parkusepermit.htm
http://www.fairfaxcounty.gov/parks/downloads/fee-schedule.pdf
http://parktakes.fairfaxcounty.gov/parks/fieldstatus.asp

III. Definitions

A. Acronyms:

1. FCAC – Fairfax County Athletic Council
2. FCPA – Fairfax County Park Authority
3. FCPS – Fairfax County Public Schools
4. NCS– Fairfax County Department of Neighborhood and Community Services
5. NVRPA – Northern Virginia Regional Park Authority
6. BOS – Board of Supervisors

B. Adult Sports: Groups of players 19 years of age or older, who participate in athletic competition with other adults.

C. Amenities: Lights, irrigation, bleachers, playing surface, concessions, indoor restrooms, etc.

D. Applicant: Any sports organization, group of teams, or individual formally requesting community use of Fairfax County public athletic fields.

E. Athletic Field Sports: Any sport that is played on a field configured for the requirements of the particular sport.

F. Athletic League/Organization: A local youth or adult athletic group that maintains an organizational structure governing the management of the group. The group registers participants, schedules games, and has sufficient membership to schedule competitive play.

G. Business Activity License: A business activity license is a permit issued by FCPA giving permission for any activity that uses FCPA property for the purpose of generating revenue, including but not limited to selling items such as concessions or merchandise, collecting fees for an event, requesting/soliciting donations and holding classes or camps.

H. Certified Athletic League/Organization (CAO): An organization that has submitted the required organizational documentation to and verified by NCS. CAO status will be reviewed every two years.

I. Designated Contact: Single primary contact for each applicant sport that deals with field applications and assignments for that sport; may be the same or separate individuals for each sport within a multi-sport organization.

J. Director: The director of the Fairfax County Department of Neighborhood and Community Services or other individual designated by the county executive.

K. Fairfax County Athletic Council: The FCAC acts as a community representative appointed by the Board of Supervisors and recommends policy, suggests procedures, and offers planning guidance to the FCPA, FCPS, and NCS. It also reviews usage conflicts and makes recommendations for their resolution.

L. For Profit: A sports organization that makes a profit for individual personal gain that may include a fee for admission for games; assessing unusual or non-customary fees on the player, club, or team; or using semi-pro or paid players. Any organization that does not have non-profit status recognized by the IRS, for example a 501(c) status, may be recognized as a "for-profit" organization.

M. Group of Individuals: Individuals who informally have joined together to play or participate in a sport or activity, who are not associated with an organization and who do not meet the requirements of an athletic league/organization.

N. In Good Standing: An applicant (group, organization or individual) that has no outstanding bills from the county or is fulfilling obligations under a payment plan with the county; has no pending criminal or court injunctions against the league/organization or organization officials; and/or has no NCS rules violations within the past 12 months.

O. Multi-Sport Field: Any field with a configuration that might support a variety of sports.

P. New Organization: A new sports group independently established for competitive play.

Q. New Sports: Organized sports not previously receiving community use allocation from NCS. A sport is considered "new" until receiving field allocations from NCS for one year.

R. Non-profit: Any organization, group, or corporate sports team that has been categorized as non-profit by a federal or state regulatory agency.

S. Non-Resident: Any individual not residing in Fairfax County, Fairfax City, or the Towns of Clifton, Herndon, or Vienna.

T. Non-traditional sport: Any sport not currently recognized in the field allocation policy.

U. Primary Season Sport: County official designated season for a particular sport.

V. Program Expansion: A sport is added within an organization and meets all the requirements for allocation of fields.

W. Secondary Season: A season not designated as a primary season for a particular sport.

X. Sport Specific Field: Any field with a permanent configuration designed specifically for one sport.

Y. Tournament: Competitive play involving at least four teams that may require additional fields beyond an organization's allocation and/or is not part of the regular playing season.

Z. Use Agreements: Applicable to synthetic turf fields are "contribution and use agreement" (CUA) or "memoranda of understanding" (MOU). These and other written agreements are written documents that outline a variety of issues to include conditions of use and use time. FCPA ("Adopt a Field") and FCPS ("Friends of the Field") also have written community partnership programs designed to maintain and/or improve the quality of a field, as described in the information found at the following links:
http://www.fcps.edu/fts/comuse/friendoffield.shtml
http://www.fairfaxcounty.gov/parks/wp-parkusepermit.htm
http://www.fairfaxcounty.gov/parks/downloads/fee-schedule.pdf
http://parktakes.fairfaxcounty.gov/parks/fieldstatus.asp

AA. Youth Sports: Groups of players the members of which are 18 years of age or younger and participate in athletic competition with other youth.

BB. Waiver of Fees: Out-of-county fees may be waived when the team provides to the sponsoring county organization the equivalent of at least 50% of its use space in their "home" jurisdiction (not Fairfax County). For example, if an out-of-county team plays 10 games in a league sponsored by a Fairfax County organization, the out-of-county fees may be waived for that team if the team contributes to the Fairfax County organization at least 5 game slots in a comparable location in their "home" jurisdiction.

CC. Periodic (in reference to background checks): Organizations must perform background checks at least every two years.

IV. Limitations on Facility Use

A. Use of county athletic fields by organizations and individuals can only be permitted during those periods designated for community use and for those activities which NCS is responsible for scheduling. For users to be guaranteed access to field space, they must have a permit. A copy of the permit must be on-hand at all times while the field is in use. NCS scheduling of FCPA fields during non-community use time is allowed only by permission of the FCPA and only for Certified Athletic League/Organizations not receiving allocation during community use time, FCPS, or a school group (to include private schools and home-school groups).

B. Community use hours on FCPA and FCPS fields shall be defined as from 5 p.m. to dark (11 p.m. on lighted fields, subject to the note below) Monday through Friday and 8 a.m. to dark (11 p.m. on lighted fields, subject to the note below) Saturday and Sunday. Fairfax County government holidays may be scheduled for community use from 8 a.m. to dark (11 p.m. on lighted fields, subject to the note below) to accommodate tournaments or other special requests. Note: Use time on fields with lights may be different depending on use agreements. Use times may be modified to accommodate restrictions in place for a particular field, and this is particularly applicable to fields with lights. The dates of availability of FCPA fields are defined by FCPA Park Regulations:
http://www.fairfaxcounty.gov/parks/wp-parkusepermit.htm
http://www.fairfaxcounty.gov/parks/downloads/fee-schedule.pdf
http://parktakes.fairfaxcounty.gov/parks/fieldstatus.asp

C. Community use hours and dates of availability on Northern Virginia Regional Park Authority (NVRPA) fields shall be determined by NVRPA policy.

D. The actual hours and dates of availability of individual fields may be restricted by the FCPA,

FCPS, NCS, or NVRPA to reflect earlier or later lights-out times; FCPA, FCPS, or NVRPA use; or other restrictions.

E. A request for a particular athletic field does not guarantee availability or assignment to a specific organization or individual.

F. Fee-based camps, clinics, tryouts, fundraisers; and any activity with an admission fee are not scheduled by NCS, but must be scheduled by FCPA, , FCPS, or NVRPA and may be subject to use agreements and fees imposed by those agencies. Such programs, including paid coaches and third-party trainers, are acceptable use of NCS-allocated space if the services are available only to registered members of the organization and not for an additional fee (e.g., camp registration).

G. Fields taken out of service (e.g. for renovation or maintenance) by the FCPA, FCPS or NVRPA will not be permitted for use. NCS will be responsible for notifying historical users of impending projects prior to each scheduling season.

H. FCPA or FCPS fields with use agreements are subject to all terms of the agreement.

V. Eligibility Requirements

A. An individual or group of individuals using the field for personal nonprofit use or a non-profit sports organization in good standing is eligible to apply for seasonal use of athletic fields. The following conditions apply:

1. Adult Sports:
   a. At least 75% of participants in an adult organization must be Fairfax County residents.
   b. At least 67% of participants from a single team not participating in any other organization receiving facility allocations from NCS must be Fairfax County residents.
2. Youth Sports:
   a. At least 90% of participants in a youth organization must be Fairfax County residents.
   b. At least 75% of participants from a single team must be Fairfax County residents.
3. The residency requirement, but not the fee, will be waived for teams whose membership is 100% full-time employees of corporations or other businesses located in Fairfax County. Any such business must submit a list of all roster names as written verification. This list must be on company letterhead and signed by a representative of the business who is not on the team as a player or manager.
4. Applicants commit to producing proofs of residency upon request by NCS staff.
5. All organizations are required to have liability insurance and must provide a written certification from the organization attesting that it has a policy in place requiring appropriate and periodic background checks for all adults acting in any capacity on behalf of the youth organization (administrative staff, paid staff, coach, volunteer, trainers, etc.) in accordance with all applicable county, FCPA, and FCPS policies.
6. Reciprocity: The Fairfax County residency requirement does not prohibit organizations from having non-county teams participate in their leagues; however, organizations will receive facility allocations from NCS based only on the Fairfax County teams. Non-county teams shall obtain facility allocations from their local jurisdictions and the organizations shall add those non-county facilities to their total league allocation.

B. Any applicant applying as a Certified Athletic League/Organization must meet all of the eligibility requirements listed above and submit the following organizational documentation. There will be a one-year probationary period before Certification will be awarded.

1. Copy of organization's bylaws.

2. A roster of elected or appointed officials (with term dates as applicable) and paid administrative staff with contact information to be updated annually.

3. Proof of insurance. There is a minimum requirement of $1,000,000 liability coverage and the policy must name FCPS, FCPA and the BOS as a co-insured and they must be specifically listed as additional insured party.

4. IRS non-profit number or other written documentation supporting non-profit status as categorized by a federal or state regulatory agency.

5. A written certification from the organization attesting that it has a policy in place requiring appropriate and periodic background checks for all adults acting in any capacity on behalf of the youth organization (administrative staff, paid staff, coach, volunteer, trainers, etc.) in accordance with all applicable county, FCPA, and FCPS policies.

6. Copy of organization's written code of conduct for athletes, spectators, and coaches that stresses the importance of good character and specifies ethical obligations and sportsmanship expectations. All individuals associated with the organization must be informed of and have access to the code of conduct. The code of conduct should be presented to participants as soon as possible (e.g., at registration).

7. Copy of organization's policy delineating established progressive disciplinary procedures for addressing behavioral problems of athletes, coaches, officials and spectators who are in violation of the code of conduct. The discipline policy must include:

    a. Consequences that grow more severe as the number or severity of violations of the code of conduct increase. No violation should carry a penalty greater than a one-year suspension, except in extreme circumstances or when established by precedent.

    b. Clearly established processes and procedures for receiving and investigating code of conduct violations.

    c. Clearly defined processes for the resolution of any violation and steps, including an appeals process, to be taken if the violation cannot be resolved at the organization level. Appeals processes should include multiple pre-defined steps at the organization level.

    d. Clearly defined processes for informing participants of the discipline policy and making it available. The discipline policy should be presented to participants as soon as possible (e.g., at registration).

    e. Any additional information required by FCPA, FCPS, NVRPA and/or NCS.

8. Any additional information required by NCS/FCPS/FCPA/NVRPA

C. Applicants must obtain the express written permission of the FCPA, FCPS, or NVRPA in order to sell or make an offer to sell goods or services or conduct business activities. Failure to secure written permission from FCPA, FCPS or NVRPA for any business activity (i.e. camp, clinic) will jeopardize current and future use permits.

D. Individual teams or groups may not apply for space if they are allocated space from their parent organization receiving space from NCS. Winter applications for conditioning activities by individual teams or organizations will only be considered on a space available basis and will require proof of insurance and certification of background checks.

VI. Application Requirements

A. Deadlines for filing applications. A separate application is required for each sport and tournament each season. Applications may be submitted at any time, but no applications will be processed prior to application due dates. (See Table 1)

Table 1

Applications Due	Seasons
June 1	Fall field use; grass or synthetic
September 1	Winter field use; synthetic only
December 1	Spring field use; grass or synthetic
March 1	Summer field use; grass or synthetic

B. Expansion programs or new sports organizations submitting applications for fields for their first season must submit the application 6 months prior to the application date.

C. Individual tournament applications must be submitted separately from applications for regular season play or practice. Applications may be submitted at any time, but will only be considered for the subsequent 12 month period from date of the application and are subject to available space.

VII. Order of Field Scheduling

Public athletic fields are allocated as follows:

A. School instructional activities and FCPS sports practices and events.

B. Park Authority activities to include tournaments operated by Fairfax County or FCPA in December, January and/or February or dates mutually agreed upon by NCS and the FCPA.

C. Applicants will receive practice and game allocations in the following order:

Table 2

CAO	Youth	Primary season	games	Non-profit
CAO	Youth	Primary season	practices	Non-profit
CAO	Youth	Secondary season	games	Non-profit
CAO	Youth	Secondary season	practices	Non-profit
Non-CAO	Youth	Primary season	games/practices	Non-certified athletic leagues and groups or individual team, not affiliated with an organization
Non-CAO	Youth	Secondary season	games/practices	
CAO	Adults	Primary season	games	Non-profit
CAO	Adults	Secondary season	games	

Non-CAO	Adults	Primary season	games	Non-certified athletic leagues and groups or individual team, not affiliated with an organization
Non-CAO	Adults	Secondary season	games	

D. Tournaments with a local sponsor, responsible for organizing, promoting and running the event. (Youth tournaments will be scheduled prior to scheduling for adult tournaments).

E. First primary season of new sports programs, if application is not submitted 6 months prior to regular application deadline.

F. One time use for FCPA properties (e.g., family reunion) and major organization (e.g., corporate picnic) annual events (not tournaments). If any fees are charged or profit anticipated, this type of event should be scheduled by FCPA or FCPS.

G. Late applications.

H. Adult practice slots.

I. Organizations, groups, or individuals not meeting the Fairfax County residency requirement set forth herein.

J. Scheduling of for-profits and tournaments without a local sponsor will only be considered after non-profits and CAO sponsored tournaments are scheduled, and only on a space available basis. For-profits are scheduled directly by FCPA and FCPS.

VIII. Allocation of Field Time

A. Permitted entities and individuals may not redistribute space to another entity or individual. Violations may result in loss of permit. Fields, including those provided by FCPS, FCPA and NVRPA to NCS are allocated for community use.

B. Some permitted entities receive additional community use time from the following sources, and that time will be included as part of the organization's allocation.

1. Fairfax County developed or leased fields
2. FCPA developed or leased fields
3. FCPS developed or leased fields, other fields funded through tax dollars, other local governmental resources
4. Northern Virginia Regional Park Authority

C. Field Availability Dates are defined by FCPS, NVRPA and FCPA in policies set forth in the following links:
http://www.boarddocs.com/vsba/fairfax/Board.nsf/files/8NHHV54A47B9/$file/R8420.pdf
http://www.fairfaxcounty.gov/parks/wp-parkusepermit.htm
http://www.fairfaxcounty.gov/parks/downloads/fee-schedule.pdf
http://parktakes.fairfaxcounty.gov/parks/fieldstatus.asp

D. Allocation Criteria

1. Space will be allocated equitably among primary sports in their primary season.

   a. Each applicant will receive a preliminary allocation based upon previous year's permit registration information using actual number of teams permitted.

b. Each applicant will receive a final permit only after the requesting organization has submitted its current rosters, game and practice schedules, and application and non-county fees; these submissions have been reviewed; and the applicant has no outstanding fees or obligations.

c. Organizations may not redistribute space to other sports or organizations.

2. Allocation is based on the number of team rosters per organization which meet the minimum roster size as defined in Table 3 for each sport at each given age level.

Table 3*

Sport	Age Group	Team Size	Minimum Roster Size*
Youth Baseball	6 and under	6	8
Youth Baseball	7 to 8 year old	8	10
Youth Baseball	9 to 12 year old	9	12
Youth Baseball	13 to 14 year old	9	12
Youth Baseball	15 to 18 year old	9	12
Youth Field Hockey	6 and under	7	9
Youth Field Hockey	7 to 8 years old	7	9
Youth Field Hockey	9 to 10 years old	7	9
Youth Field Hockey	11 to 12 years old	7	9
Youth Field Hockey	13 to 18 years old	11	14
Youth Football-tackle	7 to 8 year olds	11	14
Youth Football-tackle	9 to 10 year olds	11	14
Youth Football-tackle	11 to 18 year old	11	14
Youth Football-non tackle	6 and under	4	5
Youth Football-non tackle	7 to 8 years old	5	7
Youth Football-non tackle	9 to 10 years old	7	9
Youth Football-non tackle	11 to 18 years old	8	10
Youth Lacrosse male/female	8 and under	10 male/12 male	13 male/16 female
Youth Lacrosse male/female	9 to 10 years old	10 male/12 male	13 male/16 female
Youth Lacrosse male/female	11 to 18 years old	10 male/12 female	13 male/16 female
Youth Rugby	6 and under	7	9
Youth Rugby	7 to 8 year old	7	9
Youth Rugby	9 to 10 year old	15	20
Youth Rugby	11 to 18 year old	15	20
Youth Soccer	6 and under	3	4
Youth Soccer	7 to 8 year old	4	5
Youth Soccer	9 to 10 year old	6	8

Youth Soccer	11 to 12 year old	8	10
Youth Soccer	13 to 16 year old	11	14
Youth Soccer	17 to 18 year old	11	14
Youth Softball	6 and under	6	8
Youth Softball	7 to 8 year old	8	10
Youth Softball	9 to 12 year old	9	12
Youth Softball	13 to 14 year old	9	12
Youth Softball	15 to 18 year old	9	12
Youth Track	10 and under	N/A	N/A
Youth Track	11 to 18 years old	N/A	N/A
Adult Baseball	19 years or older	9	12
Adult Cricket	19 years or older	11	14
Adult Field Hockey	19 years or older	11	14
Adult Football	19 years or older	7	9
Adult Lacrosse male/female	19 years or older	10 male/12 female	13 male/16 female
Adult Rugby	19 years or older	15	20
Adult Soccer	19 years or older	11	14
Adult Softball	19 years or older	10	13

**To be considered for a permit a team must meet the minimum roster size. This number uses the size of an official team multiplied by a factor of 1.3. Table numbers subject to annual review by NCS.*

3. The minimum number of teams by sport that are assigned to practice on a field at the same time is designated by NCS, and may be adjusted either up or down as the available resources in relationship to the level of demand warrant.
4. The minimum number of teams per field per game is designated as two; however, the younger teams are assigned more teams per game field on the basis of the number of games that can fit within the assigned field.
5. Fields received from the FCPA, FCPS or NVRPA FCPS through lease or development agreements will be counted in the allocation for those applicants.
6. Fields received from other local government entities (Town of Vienna, City of Fairfax, etc.) and quasi-government entities (e.g., NVRPA) will be counted in the allocation for those applicants.
7. The County will make every effort to continue allocating usage of fully or partially adopted fields during the appropriate primary season to those organizations with Adopt-a-Field or Friends-of-the-Field agreements, but does not guarantee exclusive use or permanent assignment of those fields. Memoranda of Understanding and/or Contributing Use Agreements regarding the development and allocation of fields may supersede the order of scheduling described above, but may not guarantee exclusive use or guarantee space above what is specified
8. Where possible, sports organizations shall be assigned fields within their community
9. Practices and games are allocated by sport and age, as designated.

Table 4 – Primary Seasons*

Seasonal Scheduling Dates[1]	Primary Season Sports
Fall: Aug. 1 to field closing date	Tackle Football, Soccer, Field Hockey
Winter: December 1 to February 28 (synthetic turf fields only)	Winter leagues/organized and scheduled game play (any sport)
Spring: field opening date to June 14[2]	Baseball, Lacrosse, Softball, Cricket, Rugby, Non-Tackle Football, Track
Summer: June 15 – July 31	Summer only leagues, New or not identified in another season or any sport with a specific summer sign up

*Sports and seasons not accommodated by "Seasonal Scheduling Dates" may request an extended season; written requests will only be considered with written justification, and only on an individual basis for a specific timeframe.

10. Allocation of games for sports in their primary season will take precedence over allocation of practices.

Table 5 – Primary Season Allocation*

Sport	Age Group	Practice Total Hours per team per week	Game Hours per team per week	Teams per Field - Practice	Teams per Field -Game
Youth Baseball	6 and under	1 hrs.	1 hrs.	2	2
Youth Baseball	7 to 8 year old	1.5 hrs.	2 hrs.	1	2
Youth Baseball	9 to 12 year old	1.5 hrs.	2.5 hrs. x 2	1	2
Youth Baseball	13 to 14 year old	2 hrs.	2.5 hrs. x 2	1	2
Youth Baseball	15 to 18 year old	2 hrs.	2.5 hrs. x 3	1	2
Youth Field Hockey	8 and under	2 hrs.	1 hrs.	2	2
Youth Field Hockey	9 to 12 years old	3 hrs.	1.25 hrs.	2	2
Youth Field Hockey	13 to 18 years old	4 hrs.	1.5 hrs.	2	2
Youth Football Tackle	7 to 8 year olds	3 hrs.	1 hrs.	4	2
Youth Football Tackle	9 to 10 year olds	3 hrs.	1.5 hrs.	2	2
Youth Football Tackle	11 to 18 year old	4 hrs.	2 hrs.	2	2
Youth Football non-tackle	6 and under	1 hrs.	1 hrs.	6	4
Youth Football non-tackle	7 to 8 years old	1.5 hrs.	1.5 hrs.	4	2
Youth Football non-tackle	9 to 10 years old	1.5 hrs.	1.5 hrs.	4	2

[1] There is one Community Use of Fairfax County Athletic Facilities application form that allows the applicant to indicate by check box which seasons are included in the application, and indicate by filling in the blank what the actual duration of the playing season will be for those requested seasons.
[2] Consideration will be given for space needed to complete championship games.

Youth Football non-tackle	11 to 18 years old	2 hrs.	2 hrs.	4	2
Youth Lacrosse	8 and under	2 hrs.	1 hrs.	2	2
Youth Lacrosse	9 to 12 years old	3 hrs.	1.25 hrs.	2	2
Youth Lacrosse	13 to 18 years old	4 hrs.	1.5 hrs.	2	2
Youth Rugby	6 and under	1 hrs.	1 hrs.	2	2
Youth Rugby	7 to 8 year old	1.5 hrs.	2 hrs.	2	2

Sport	Age Group	Practice Total Hours per team per week	Game Hours per team per week	Teams per Field - Practice	Teams per Field -Game
Youth Rugby	9 to 10 year old	1.5 hrs.	2 hrs.	2	2
Youth Rugby	11 to 18 year old	3 hrs.	2 hrs.	2	2
Youth Soccer	6 and under	1 hrs.	1 hrs.	6	6
Youth Soccer	7 to 8 years old	2 hrs.	1hrs.	4	4
Youth Soccer	9 to 10 years old	3 hrs.	1.5 hrs.	2	2
Youth Soccer	11 to 12 years old	3 hrs.	1.5 hrs.	2	2
Youth Soccer	13 to 15 years old	3 hrs.	1.5 hrs.	2	2
Youth Soccer	16 to 18 years old	3 hrs.	2 hrs.	2	2
Youth Softball	6 and under	1 hrs.	1 hrs.	2	2
Youth Softball	7 to 8 year old	1.5 hrs.	2 hrs.	1	2
Youth Softball	9 to 12 year old	1.5 hrs.	2.5 hrs. x 2	1	2
Youth Softball	13 to 14 year old	2 hrs.	2.5 hrs. x 2	1	2
Youth Softball	15 to 18 year old	2 hrs.	2.5 hrs. x 3	1	2
Youth Track	10 and under	1.5 hrs.	5 hrs.	1	1
Youth Track	11 to 18 years old	1.5 hrs.	5 hrs.	1	1
Adult Baseball	19 years or older		3 hrs.		2
Adult Cricket	19 years or older		4 hrs.		2
Adult Field Hockey	19 years or older		2 hrs.		2
Adult Football	19 years or older		2 hrs.		2
Adult Lacrosse	19 years or older		2hrs.		2
Adult Rugby	19 years or older		2 hrs.		2
Adult Soccer	19 years or older		2 hrs.		2
Adult Softball	19 years or older		2.5 hrs.		2

*Table numbers subject to annual review by NCS.

11. The following process will be used when there are insufficient resources to meet the seasonal demands of primary sports.
    a. The resources will be allocated to sports in their primary season, in proportion according to each sport's percentage of the aggregate number of teams.
    b. Within each primary sport, space will be allocated to organizations in proportion according to their percentage of the aggregate number of teams for that sport.
12. Secondary Season Allocation Criteria (on a space available basis)
    a. 1 game period and 1 practice period per team per week
    b. Future adjustments to these allotments will be made based upon availability of resources and competing needs.

E. Organizations are required to return to NCS any allocated fields and/or field use hours that the organization does not use.

IX. General Permit Requirements

A. Each applicant should anticipate a preliminary allocation based upon last year's registration information although the facility location may change. No use of a field may occur without an approved permit.

B. All applicants must submit the following documentation in order to receive a final permit:

1. A roster of individual players by team. Rosters must include team name, player name, player age at time of application (youth rosters, only), and player address with zip code.
2. A designated contact individual per sport who is responsible for dealing with gym applications and assignments.
3. Copy of current season game and practice schedules.
4. Notification of any registration fees, equipment fees or other fees charged to participants or participating teams.
5. List of private fields being used (including name of owner) and any other jurisdiction's fields being used by the requesting organization.
6. Payment of any due or past due application or facility use fees.
7. Any additional information deemed necessary by NCS.

X. **Tournaments**

A. Definition: Competitive play involving at least four teams that may require additional days and fields beyond an organization's allocation and/or is not part of the regular playing season.

B. Application Requirements: Tournament applications must be submitted prior to the seasonal application deadlines outlined in Table 1.

C. Once a tournament has been scheduled, the tournament sponsor is required to submit:

1. Team names and addresses
2. Schedules
3. Field assignments

D. Order of Field Scheduling: Tournaments will be scheduled in the following order:

1. Scheduling of league play will take precedence over tournaments
2. The Fairfax County Park Authority – priority rights for scheduling tournaments in December, January and February or times mutually agreed to by FCPA and NCS.
3. Tournaments with a local sponsor, responsible for organizing, promoting and running the event.
   a. Youth tournaments
   b. Adult tournaments
4. Tournaments without a local sponsor will be considered on a space available basis.

E. Tournament Applications and Scheduling

1. Tournament applications must be submitted prior to the seasonal application deadlines outlines in Table 1.
2. Tournament allocation requests are submitted separately from practice/game requests.
3. The applicant completing the Tournament Request Form must prioritize the tournaments, if requesting more than one tournament.
4. Applicants conducting tournaments must agree to pay for any damages to the facilities used.
5. A tournament checklist must be signed by the applicants and approved by a NCS Athletic Services representative before the start date of the tournament.
6. Every attempt will be made to schedule the applicant's top priority tournament dates, but in the event of a schedule conflict, the tournaments will be equally divided among requested dates. If a conflict still exists, projected tournament rosters will be reviewed and the competing requests will be prioritized by number of participating county residents.
7. Field allocations for tournaments are dependent upon available resources, and may be modified to provide required resources for primary season games.
8. Tournament applications must include information regarding the anticipated number of participants and spectators. Tournament requests may be denied if available facility capacity (including, but not limited to, parking and spectator space) cannot accommodate the event.
9. A permit for any sales during the tournament is required by the FCPA and/or FCPS. Other permits may also be required per FCPA or FCPS regulations.
10. The availability of on-site parking will be a factor used when determining whether to permit tournament.
11. Tournament organizers will be required to provide adequate portable toilet facilities as required by the FCPA, FCPS or NVRPA.
12. CAO sponsored tournaments are best scheduled around three or four day weekends to minimize the potential impact on regular season play.

XI. General Rules and Regulations Governing Use of Athletic Fields

A. Applicants agree to support and enforce the NCS rules, regulations, and procedures and those of the FCPA, FCPS, NVRPA, and other regulatory bodies as appropriate. These rules, regulations, and procedures are set forth in the following links:
http://www.fcps.edu/fts/comuse
http://www.fairfaxcounty.gov/parks/wp-parkusepermit.htm

http://www.fairfaxcounty.gov/parks/downloads/fee-schedule.pdf
http://parktakes.fairfaxcounty.gov/parks/fieldstatus.asp

B. Permits are not transferable, and all users will ensure that no unauthorized third party is granted permission to use the field or any portion thereof without NCS approval.

C. FCPS may cancel or postpone any non-school use of a school field, and FCPA may cancel any non-park use of a park field, when such use is in conflict with a school or park event. The conflict must be one in which the two events cannot occur simultaneously due to space, parking, or other verified restrictions. NCS will make every attempt to notify the affected organizations as soon as the cancellation information is received and will attempt to locate alternate facilities.

D. Applicants must understand and agree that field use may be cancelled by the County, in its discretion, due to weather or other extenuating circumstances.

E. Postponement, cancellation or discontinuation of use of any fields or facilities by the applicant must be reported to NCS as follows:

On weekdays - at least twenty-four (24) hours before the first event

On weekends – at least seventy-two (72) before the first event

F. Failure to notify NCS by these deadlines, except in the event of inclement weather, may result in loss of permitted space.

G. Any individual or group responsible for damaging, destroying or defacing school or park property or other public property may be excluded from further use of the field or facility and shall be held responsible for such damage. User shall ensure reimbursement for the cost of damages occurring during use. Groups may forfeit some of their assigned fields in order to compensate other groups that may have been affected as a result of the damage.

H. All managers, coaches, or persons in charge of a group using the fields will be responsible for the conduct of all participants, spectators and others connected with the activity, including visiting teams and opponents. NCS reserves the right to suspend or expel any organization, group of individuals or individual from use of County athletic facilities if their use of the fields causes or may cause damage to the facility or harms or threatens to harm any individual.

I. Generally, when using school fields, restrooms are not available unless special arrangements are made via the school principal, in which case the Fairfax County School Board Regulation 8420-Community Use of Facilities would apply. The Building Use Policy can be found at:
http://www.boarddocs.com/vsba/fairfax/Board.nsf/files/8NHHV54A47B9/$file/R8420.pdf

J. In no case shall anyone enter the grounds by force, or other than through the designated gates until opened by the appointed FCPS, FCPA NCS official.

K. All groups are responsible for policing the area used. This includes picking up all trash and placing the trash in the appropriate receptacles or dumpsters. The permit holder assumes personal liability for the cost of excessive cleanup, loss, breakage or removal of county property resulting from the permitted activity. Failure to comply will result in the permit holder being billed for any additional cost and may result in the loss of allocation. The field and surrounding public property area should be clean when permitted use is completed. Recycling is encouraged at all facilities.

L. There will be no construction, modification, or physical changes to any field or facility unless specific written permission is received from FCPA, FCPS, or NVRPA. Marking game lines, raking, dragging, and configuring fields, and other aspects of field preparation for a game or event are the responsibility of the user. All such activities must be coordinated with NCS and may not occur during instructional time on school property. Placement of winter turf blankets must be approved by FCPS and is not automatic. All requests for facility improvements on

FCPS properties must be directed, in writing, to NCS first.

M. Users must agree to:

1. Not use fields when they are closed or when conditions are such that said use is likely to cause injury to participants or result in damage to the playing surface.
2. Abide by established guidelines for concessions, sales, additional activities (e.g., amusements), and amplified sound, as defined by Fairfax County, FCPA, FCPS, or NVRPA, depending upon the location of the activity. Coordinate all refreshment stands and concessions with the appropriate FCPA, FCPS or NVRPA staff and comply with all Fairfax County Health Department requirements. Noise must comply with all applicable state and local codes, regulations, and ordinances.
3. Change clothing in public restrooms only.
4. Not use any amplified sound without written permission from FCPA or FCPS.
5. Conduct warm-ups or practice for a game in an area and manner that is not dangerous to spectators or individuals using other fields, or injurious to other fields on the assigned grounds, and is limited to the permitted space.
6. Ensure that prior approval from the appropriate Fairfax County government agency is received before signs, banners, and pennants are erected, and that they do not deface public property.
7. Provide adequate chaperons for children and youth activities (in no event less than one adult per (25) (children or youths).
8. Guarantee that activities shall be orderly and lawful and not of a nature to incite others to disorder.
9. Ensure that alcoholic beverages are not served or consumed in buildings or on grounds.
10. Comply with safety and other applicable regulations and policies of the FCPA, FCPS, the NVRPA and all Fairfax County government agencies.
11. Park automobiles, trucks, tractors, wagons or other motor vehicles in the designated parking area.
12. Comply with all federal, state and local laws, regulations and licensing requirements.
13. Use field during allocated time only and restrict use to only those areas to which the organization or group has been assigned.
14. Only use a field for the purpose as designated in approved permit.
15. Obtain permission from the property owner before retrieving any balls or equipment from private property.
16. Ensure the safety of the players including termination of play if unsafe field conditions exist.
17. Hold harmless and indemnify Fairfax County, FCPA, FCPS and the NVRPA, and all of their officials, officers, employees, or agents, with respect to any injury or property damage caused by user or user's employees or agents, including damage to FCPA, FCPS and NVRPA property or other public property.
18. Support and encourage recycling.

XII. Denials and Terminations

A. The director shall have the right to deny the use of a field to any person or organization at any time, and/or impose a penalty for any user, group, or organization not complying with this policy and its rules and regulations. The director administers and interprets the policy governing use of public fields and determines the appropriate procedures needed for implementation. The director has the right to deny the privilege of continued use of fields to any user who does not comply with all the regulations.

B. NCS may deny an applicant scheduled use or terminate use if it determines that substantial evidence exists that one or more of the following has occurred:

1. Required documentation is not submitted
2. Fees (including, but not limited to, application and non-county resident fees) are not paid within the specified time frame
3. A history of field damage, regulation violations, or inadequate supervision of attendees is noted
4. Discrimination because of race, religion, color, gender, national origin, age, disability, or any other basis prohibited by state or federal law
5. Participants of the requesting organization have demonstrated dangerous or violent behavior towards others or among themselves, and/or participants/organizations whose literature/stated philosophy promotes hatred and/or violence
6. Progressive disciplinary measures to address spectator, coach, official, or athlete behavioral problems are not established and followed
7. Violates regulations as identified in XI.J.2 regarding concessions, advertising and profit making resulting from the use of public athletic fields, charging admission fees for games on public athletic fields, or scheduling use of public athletic fields for semi-pro or paid players
8. Assigned fields are sublet or re-allocated without prior approval from NCS
9. Failure to meet the residency requirements as identified in Section V.A.

XIII. Fees

A. The county will identify the following fee amounts each year within one week of approval of the county's annual budget.

1. A non-resident fee established by the Board of Supervisors, or in-kind reciprocal use of facilities, will be charged for all adult and youth players, per sport, per season, per team.
2. Application fee.
3 Additional fees may be charged for camps, clinics, tournaments, damages, and/or clean up.

B. Payment of fees must be made in accordance with published policy. No new permit will be issued unless and until all outstanding monies owed, including without limitation payment for damages, are paid in full.

C. Outstanding fees must be submitted with the application in order for the application to be considered.

D. Fees due based upon a bill received from Fairfax County are due by the date specified on the bill or statement.

E. Out-of-County Team(s), Scheduling, Fees, and Reciprocity

XIV. Allocation Review Process

A. Any applicant may file a request for an allocation review. To be eligible for an Allocation Review, applicants must meet at least one of the following criteria:

1. Application was denied.

2. Field assignments were less than 90% of the minimum number of authorized hours in accordance with the policy for sports during their primary season.
3. Usage conflict that cannot be resolved by the affected parties.

B. To request an Allocation Review, applicants must submit a request in writing to the Director of Neighborhood and Community Services within 10 work days of the release of field permits/schedules, or as conflict arises. The written allocation review request shall contain:

1. An explanation of the situation from the viewpoint of the organization,
2. Any new information that may clarify the issue and, if appropriate,
3. A suggested alternative solution to the decision.

C. All organizations/groups of individuals that may be affected by the decision may be asked to attend a review meeting.

1. All involved organizations/groups of individuals will be required to bring:
   a. Actual registrations
   b. Game and practice schedules
   c. Any other information deemed necessary by NCS.
2. The actual registration numbers (at the time of the scheduled meeting) or the estimated registration numbers reported on the applicant's initial application (whichever is lower) will be used to calculate the organization's appropriate allocation.

D. Members from the FCAC and NCS will form a review committee to provide recommendations for resolutions to the director.

E. In the event a satisfactory resolution cannot be found, any organization or individual aggrieved by the decision of the Director may appeal such decision within ten (10) days, in writing, to the County Executive. The decision of the county executive shall be final and binding.

ADULT VS. YOUTH SCHEDULING

Adult groups CANNOT operate on 2 hour allocations, from 9pm – 11pm for several reasons:

1. # of games – For flag football, we are able to play three (3) 60 minute games from 8pm – 11pm. For soccer, we are able to play two (2) 90 minute games from 8pm – 11pm. Pushing the adult start time back to 9pm, will only allow for 2 flag football games, and 1 soccer game per night/field. We simply cannot operate our leagues that way. It would **significantly decrease the participation of adult sports in Fairfax County.**

2. Referees – Referees want to ref as many games as possible in one night to make it worth their while. By cutting the adult allocation down to 2 hours, from 9pm – 11pm, there will be a HUGE shortage of referees for our adult games. We are already struggling with referees for flag football and soccer, and by having the adult groups start at 9pm, this will cripple & absolutely hinder the ability to staff referees at our games. For example, ask the youth leagues to staff referees for only a 2 hour block on Saturday & Sunday, say from 12pm – 2pm. They cannot do it. They cannot operate their leagues with only 2 hours of game time each day, so why are you asking this of the adult leagues?

3. Time of turf fields – Currently, adult groups only get 2-3 hours per turf field, per night. Some fields, adult groups don't get anytime (Herndon HS, Madison HS, Nike Great Falls, etc). The youth leagues have allocations at the turf fields from 5pm - 8pm or 9pm, plus they have the allocation for the turf fields all day on Saturdays and Sundays (with very few exceptions). So in essence, the youth leagues already have 24 hours (and more) time on the turf fields than adult groups.

4. *Time designated for youth activities may run until approximately 9 p.m. Adults may start before 9 p.m. if time is not needed for youth* – If you ask ANY youth group if they need the turf fields until 9pm, most if not all of them will say yes regardless of whether they do or don't just to have the extra space available (like on Sunday mornings). Most of the 9pm youth allocations can't even be justified, but they are given because they asked for them.

5. Later end time – So you may be thinking the solution is to push the adult time back to 9pm - 12pm. This is not possible, nor a solution. Referees and players cannot be out on the fields until 12pm, everyone has to work the next morning, and 11pm is the latest anyone will referee or play.

6. Softball – With this new proposed start time, adult softball would only be able to play from 9pm – 11pm?

7. Title IX Situation – Weather you realize it or not, this is becoming a Title IX scenario with Youth vs. Adults. With this new allocation, you are unfairly trying to justify additional time on the turf fields for youth leagues, while taking away (the minimal) time adult leagues have on the turf or lit grass fields. Again, the proposed 9pm – 11pm will absolutely cripple the adult leagues, and not allow them to effectively run their leagues. **Again, this will significantly decrease the participation of adult sports in Fairfax County.**

I'm all for youth leagues having access to the turf fields, but there has to be a line drawn in the sand. I have 2 young children myself, and there's no way I would want them playing sports past 8pm on a school night. Where does homework, family, and sleep fit in to this? Are we trying to push athletics or education in our community?

We strongly oppose this change, as it will deeply harm adult athletic organizations, including FWSA.

- With a current 8:00 pm start time, in order to schedule 2 games per field and vacate the fields safely before the lights turn off, we are already forced to shorten our games and not play regulation games on those fields. Pushing back our start time to 9:00 pm will never allow us to play more than one game per field, for each night we are permitted. Will the county have enough turf fields available when adult leagues will need to request more fields since a 9:00 start will allow only one game per field? FWSA is already playing some of our games on poorly maintained grass fields, with the 8:00 start time, so the suggestion that there will be ample field availability with a 9:00 start time is highly unlikely.

- A 9:00 pm start time will create a shortage of refs available for adult games. Currently with 2 games per field, refs can get paid for 2 games a night. It will be difficult to secure refs for 1 game per night and with only 1 game per field we will need twice as many refs.

- Many of FWSA members are our County's teachers, doctors and other professionals who need to leave for work at very early hours in the morning. Our children and others are counting on these professionals to be alert and well rested. As a result, it is becoming increasingly difficult for us to field enough players for games with late starts. If we will not be able to get fields until 9:00 p.m. it will force many of our community members to withdraw from the physical activities they enjoy and pose a significant threat to FWSA's existence.

- Additionally, the change will force FWSA to scrap it's plans for expansion of our Over 50 Division, as well as our plans to add an Over 60 division. It is unfortunate that we would be forced into that, as the inspiration for this expansion was Fairfax County's 50+ Community Action plan.

- Adults have already lost their allocation of weekend hours to youth leagues and now require a CUA to secure weekend hours on fields. Now NCS is recommending that adults are not allocated fields until 9:00 pm. This is outrageous and unacceptable to FWSA and other adult leagues. The County's priorities should be focused on having our children home with their families & doing their homework between 8:00 & 9:00 pm. and not out on the athletic field.

As a Certified Adult Group, FWSA already finds it difficult to obtain needed fields and has had to resort to paying exorbitant amounts of money on CUAs in order to receive adequate field space. Non-Certified youth groups having priority over FWSA for the limited amount of field time we receive outside of our CUAs is unreasonable. While we realize certified youth groups have priority for fields over adults, we do not believe a Non-Certified Group, should have any priority over a Certified Group, regardless of youth or adult. If that is not the intention, then it should be clearly stated in writing, as it is stated in the current Field Allocation Policy, CAO adults have priority over non-certified youth groups.

Both of these policy changes will exclude many adults wishing to maintain an active, healthy, physical lifestyle through sports and is a direct contradiction of your own purpose statement. **Section I, A**: ***"This document establishes the policies and procedures that govern allocation and use of Fairfax County athletic fields, with the goal of fair and equitable distribution among all users."*** **and Section I, B**: ***"Two assumptions formed the basis for the development of the policy. First, the rules for scheduling enable the largest number of county residents to have access to public athletic fields. Second, the field scheduling process is designed to maximize use of available resources in a fair and equitable manner."***

Please change section IV: Limitations on Facility Use, Section B: from 9pm to 8pm. I am a member of the Fairfax Women's Soccer Association (FWSA), age 50 and older division, and we use turf fields on Tuesday nights for games at 8pm and 9:30pm. Changing the time allotted for adult leagues will negatively impact not only the participants of the adult leagues but also the children and the parents of the children participating in youth leagues.
As a parent I believe youth activities should be completed by 8pm. the children will then have time to wind down and get to sleep at a sensible hour. As a professional with a full time job and a soccer player, it is important to have time to play on a safe turf field at a reasonable time during the week nights. Thank you for your consideration.

I am emailing to express my concern about the proposal to extend youth sports until 9 PM, pushing back and further limiting Adult leagues time and space. Please reconsider this action. Losing this hour would weaken the FXA by reducing participation and the availability of activities. Take, for example, my situation. I participate in a Monday night Men's Soccer league at lake Fairfax which starts at 8.It takes me about 30 minutes to get the field and about 25 to get home. It is worth the long drive because the game is

good and the people are great. The time is perfect for me, as it gives me time to get home from work and gather my equipment and go. But, if the game started at 9 I would have an awkward period between work and the game, and I would be getting home so late that I would doubt I would get a good enough night's sleep for work the next day.

I know I am not alone in these concerns, and that adult participants in all areas of the FXA would have to reconsider their participation in the league based on these new time constraints. What perhaps seems like a minor adjustment would be anything but that, and I please ask you to reconsider this change which may put the terrific adult social sports leagues in Fairfax County in jeopardy. Thank you.

It has recently come to my attention that The Fairfax County Board of Supervisors is considering revisions to the county's Field Allocation Policy that would allow youth leagues to use the county's turf fields until 9 PM, as stated in Section IV of the proposed Field Policy.

I would like to express my ***strong opposition*** to this change in field usage policy. Adult leagues in the county already face a shortage of turf field space, and the measure in question would only exacerbate that problem. While youth sports are an important part of our community, the use of turf fields for adult leagues is also of great interest to the community. Interest in adult sport leagues continues to rise, and we ask that you do not approve the proposed changes described above.

Youth Secondary Sports over Adult Primary Sports

In the original Revised Field Allocation Policy document sent out for public comment, with 2 separate charts for youth & adult, the policy of giving youth secondary sports priority for fields over adult primary sports was not at all made clear as to being a change from the current policy. What is the reason for this change? I understand and accept that youth primary sports come before adult primary sports, but to change the current policy and give youth leagues, not in their current season, game & practice time over Adult Primary Season Games is extremely unfair.

It has recently come to my attention that The Fairfax County Board of Supervisors is considering revisions to the county's Field Allocation Policy that would allow youth leagues to use the county's turf fields until 9 PM, as stated in Section IV of the proposed Field Policy.

I would like to express my strong opposition to this change in field usage policy. Adult leagues in the county already face a shortage of turf field space, and the measure in question would only exacerbate that problem. While youth sports are an important part of our community, the use of turf fields for adult leagues is also of great interest to the

community. Interest in adult sport leagues continues to rise, and we ask that you do not approve the proposed changes described above.

I see that Youth Football (Non-Contact) is allocated 2 game hours per team per week, while the Adult Football is allocated only 1 game hours per team per week. These need to be equal, and the adults should receive 2 game hours per team per week. Why is there a difference?

For Youth Football (Non-Contact) 11-18 years old, I see the team size is 8 players, and minimum roster size is 10 players. Yet for Adult Football, which is all Flag Football, the Team size is 11 and minimum roster is 14. These should be equal…

Or with the new proposed order, are Non-CAO youth applicants receiving priority Adult CAO applications? The above order needs to remain the same. Adult sports are growing year after year, and field space cannot be taken away! It's not fair…

PROFIT, NON-PROFIT, NOT-FOR-PROFIT

"Any organization that does not have IRS 501(c) 3 status may be recognized as a 'for profit' organization." The last sentence in above proposed change should be removed as it is most inaccurate and can cause the county major issues if they publish it as the statement delegitimizes existing and legal nonprofit / not for profit organizations. A nonprofit organization is state entity that does not automatically come with federal tax exemption – eg., 501c3 status. Furthermore, 501c3 status is not required to be a legitimate nonprofit organization. A nonprofit corporation that has been given 501c3 status by the Internal Revenue Service is simply tax exempt, and allows donors to write off donations. Not every nonprofit organization applies for federal tax-exempt status but that does not then make it a "for-profit" organization.

I would leave it as is. I don't see any reason why a league should be forced into non-profit status in order to request field space. If a league is an incorporated entity and has proper insurance, why would the county have a concern with the league's tax status/mission?

Agreed! Non-profit organizations the support the community should receive equal and fair treatment in the allocation of these resources. Organizations operating as for profit organization hiding behind non-profit status should be treated a for-profit organizations and pay the commercial rates. This includes (i.e. Soccer) clubs that run recreational

leagues and officials receiving incomes from the management of these leagues. This is a For-Profit organization.

Please do not restrict to 501(c) 3. For example, we are 501(c) 7 also a non-profit...because we have an adult component, not just youth.

INSURANCE

All organizations applying for permits should have required insurance. But what about county's liability if individuals (not groups) are granted permits but don't have insurance.

Agreed!!!

My name is Liana Montecinos and I am the Executive Director for United for Social Justice, a non-profit organization dedicated to enable more low-income and at-risk students access higher education. We, as a non-profit, do not think the insurance should be a requirement as it is extremely hard for non-profits, like us, to afford one. Non-profit organizations, like us, volunteer long hours of our time to provide resources to our youth and I believe the county should embrace our work and help us better our community, not place obstacles such as the insurance especially if we only use the field one per year.

I, however, understand the importance of the insurance, but we cannot simply afford one. Perhaps the county can provide support so that non-profits that serve its residents are able to afford such insurance.

ALLOCATION BASED ON TEAMS INSTEAD OF PARTICIPANTS

Recommend not allocating based on teams. I have a group that has rented a gym every season for 25 years without incident. It has been very successful, but is only a group of 13 individuals. Needless to say that if there was a requirement for numbers of teams, rather than just a group of individuals as we are, we would likely lose the gym. We know

that frequently the gyms are not totally maxed out, thus the county would be needlessly taking away a resource that should be available to all taxpayers.

Sounds like a positive change

I think this would be a great move. Allocating by participants never made sense to me. You're always going to have a max of two teams playing on a given field at a time, regardless of the roster size. The roster size estimates the county has used in the past have been way too high, in my opinion. I think 15 is a good average for a roster size, but I'm not quite sure why the county would need to implement a minimum roster size, as that seems like something to be enforced at the league level.

Agreed!! However, this is another area is again abused by some soccer clubs. There needs to be a distinction between recreation league teams and clubs teams. Recreation league are run as a For-Profit program. Tax payer's dollars for public resources should not be used to subsidize club official income from these leagues. Recreations leagues should pay the market rate for field rental. The teams should be classified as teams representing a club in other than internal leagues created to generate income such as recreational leagues.

The Allocation based on # of teams is absolutely the way to go… It's only fair NCS base allocations on the # of teams vs. participants. If a flag football team wants to only have a roster of 10 players (because there are only 8 in the field) why should the leagues be penalized for next year's allocation since they don't have 20 players on their roster? I've been saying this for years, and agree allocation needs to be done based on # of teams.

BACKGROUND CHECKS

Background checks should not be required for organizations or individuals requesting permits.

Additionally, as a non-profit organization, we have criminal checks done through the county. Would this new policy require us to do another criminal check? Who should get it?-all of our volunteers and board members? I understand the importance of this, but when we are using the field once per year, we are a recognized non-profit, and our board members have already complied with a criminal check with the county, I do not think this is necessary.

NEW AND EMERGING SPORTS

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new and emerging sports should be reviewed. Groups long existing are being overwhelmingly discriminated against by new and emerging sports introduced by large clubs with a history at NCS. New and emerging sports are being given permitted space/time over existing group in Lee District and Springfield District. Again, another area of manipulation, preferential treatment by groups who have a historic close relationship with NCS. This needs to be addressed.

Does this updated Fields Allocation Policy allow for the introduction of new sports? We are adding Flag Football in the spring of 2015. Very excited about it, and very cautiously nervous about being able to provide practice/game space. Though they assured me the other night that they play on grass. (Yea! Nice not to have someone demanding "turf!")

MONITORS

Disagree!!! NCS should institute their own monitor program with non-bias monitors selected by NCS. Clubs (i.e. Lee District) are abusing the monitor process and in some cases illegally denying county residence from using non-used facilities. This nothing more than county residence harassment and supported by NCS. Background check can be administered by NCS. (Suggestion: NCS Subscribe to NCSI background check organization, have monitor's pay the $22 per background check.).

OTHER

While we appreciate your sending us information regarding changes in the Field Allocation Policy and asking for our input, we are very disappointed with NCS's lack of transparency regarding all the proposed changes. You were very open about most of the prospective changes and clearly spelled out the specific of those changes, however, the changes made that are detrimental to the adult leagues were conspicuously left out of your policy changes summary. It is disturbing that NCS did not consider these to be major changes in the field allocation policy.

I just Googled "Certified Athletic Organization (CAO)" and nothing comes up, so not quite sure what this is or how one would get certified, but it certainly sounds like it will be something the involves paying an annual fee for certification and will essentially become mandatory as most leagues would want the "priority" benefit. Although, if every league becomes certified there is no longer a priority, right?

I don't have any negative comments about field allocations such as turf fields or soccer fields. I personally think fairfax county does a great job of that. I play in several adult social leagues and the host groups usually are Able to accommodate all the teams, at the same time not taking away from the youth programs that we see before our games.

One thing the county could do, is leave the lights on longer for the adult leagues that run late. I've had games when the light timers kick in and we haven't finished our games. Other than this minor issue I don't have any problems with the field allocation.

- **Equity in Treatment - Equally Apply Rules:** Both our club (BRYC) and our Field Monitor, are discouraged by the inequity in treatment from NCS and the Parks towards different groups.

Ex: Clubs follow Inclement Weather field usage rules, while other weekend groups blithely ignore said rules, "playing on" in mud and rain, causing significant damage to fields. Volunteer-based clubs find it difficult to monitor all of their fields during inclement-weather-field-closure weekends to keep these "mudders" off the fields.

Ex: In the past there has been the feeling that certain groups/clubs are held to higher standards, while NCS and the Parks have "looked the other way" when other groups violate published usage rules. Examples include weekend groups using illegal goals,

driving trucks on soccer fields to both deliver and take-away said illegal goals, groups setting up grills and food operations on fields, and the abundance of post-play trash, which at times has been attributed to the weekday permit holders.

Some clubs have with resignation concluded that one or more grass fields have become "throwaway" fields, meaning that there is little they can do to stop weekend abuse of those grass fields. Therefore, little to no investment is made by the clubs in those fields.

For example, in BRYC, we acknowledge that there is heavy weekend use at grass field Lake Braddock Lower park, some of it for Sunday morning permitted adult groups, and a lot for just walk-on play. Our contribution is to provide minimal winter maintenance, usually sodding the two goal areas because that helps *all* participants. That is our club's "Give Back" to the community, but we really cannot afford to do much more.

- Clarification of Weekly Practice Allocation Hours for Select vs Rec Youth Participants? Each club is different, but in ours, U9-U19 Rec teams get 2 hrs prac/week, with one of those hours on turf if at all possible, and U8 and younger get 1 prac hour/week. Travel/Select teams receive 3 hours of prac/week, with a combination of turf and grass. Is this the norm,, again because every club runs things slightly differently.

- Overuse of fields. We had to take a field of rotation because it was exhausted. No really. It went down to bare dirt by the end of last fall, and last winter's bitterness and late spring did not allow for proper germination of seeding under the winter blanket. I have no answers to this, since there are many more user requests than the finite number of fields available. I guess the Fantasy Wish is that some of the adult groups would donate more to field maintenance, or at the very least, refrain from digging their goal posts into the fields, and then not even refilling the holes upon completion of weekend play. Again, I acknowledge that this is a Fantasy Wish (that grass fields not be overbooked).

I'm told this subcommittee has been holding meetings and discussions for over a year on this topic, so some initial questions...

1. Why does NCS not advertise the times of these subcommittee meetings so the public can attend and listen? I remember that NCS notified us about the turf grant subcommittee meetings because of some Virginia law. I check the Committee Meeting schedule section on the FCAC web page and never see anything posted.

2. If the committee really has been working on this for a year, is ten days during the opening week of fall sports really considered sufficient to gain quality input, or is this just a checkmark that is being fulfilled? What makes it this urgent?

3. Is the Soccer Council expected to meet and discuss these changes within the next ten days?

4. The link appears to be a 2008 document, not the 2011 document mentioned. Are they the same?

5. Is there a document available that compares the before/after wording of all the changes?

Obviously, field allocation policy is important to many of the organizations I am involved with and I would welcome the opportunity to help improve it.

Priority scheduling for youth/adult groups based on being a Certified Athletic Organization (CAO): Agreed

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1. I see that Adult Soccer is allocated 2 game hours per team per week, while the Adult Football is allocated only 1 game hour per team per week. These need to be equal, and both sports should receive 2 game hours per team per week. Why is there a difference? College and NFL football games are four 15 minutes quarters with timeouts, clock stopped for injuries, and overtime. Adult Football needs to be allocated 2 hours at a minimum.
2. Why is Adult Softball allocated 2.5 hours game hours per team per week, when teams play 2 sixty (60) minute games? This should be reduced to 2 game hours per team per week.
3. Adult Kickball is the fastest growing adult sport in America right now, and NCS doesn't even recognize it as a sport. This really needs to change, and Kickball needs to be recognized as a Fairfax County sport. What do we need to do to get this sport recognized starting in Spring 2015?

Adult- Jerry and Bob can report on this. What I heard is that most leagues do play one game per week which would be 3 hours as it exists now. If some leagues play 2 games per week then maybe it should go up to 4.5 hours per week to make an average.

ROSTER SIZES Adult Baseball seems off on roster sizes but Jerry or Bob can accurately reflect that. I was always told that most adult teams have roughly 18 - 20 players per roster. It lists 12 on the updated policy.

ALLOCATION Personally, my biggest issue on the allocation side is that everyone receives within 5% of the allocation of all of the other leagues. That includes both youth and adults. Certain leagues shouldn't be 100% over-allocated while other leagues are 20% under-allocated. We need to work on that thru something like the sub-committee concept to keep everything totally transparent while ensuring that all leagues get there fair share (both youth and adult). This will cover the adults as well as the youth teams.

Field Allocation Policy Attachment 3

Public Comments and FCAC Response to the Comments

FAP = Field Allocation Policy

Section	Topic	Comment	FCAC Response
FAP Section IV. B Limitations on Facility Use	Adult vs. Youth Scheduling	Adult groups are unable to operate on two-hour allocations. This will create a need for more space to fit in games Adults cannot play after 11 p.m. Referees are unwilling to work just one game. Youth groups are over-allocated on turf when compared to the allocation for adults. Youth groups will take permits for time until 9 p.m., but then not use the time. This will decrease participation in adult sports leagues. Youth should not be out past 8 p.m. Planned expansion of adult leagues (50+ Community Action Plan) cannot move forward. Non-CAO youth groups should not	FCAC voted unanimously to remove designated youth/adult times from the proposed policy. Space will be allocated based on the Order of Scheduling in Section VII A. Youth will remain a priority in scheduling.

Field Allocation Policy

Public Comments and FCAC Response to the Comments

FAP = Field Allocation Policy

		have priority over CAO adult groups. Youth secondary sports season should not have priority over adult primary sports season. Difference between youth and adult groups in allocation of hours and roster sizes for the same sport.	
FAP Section III Definitions	Profit, Non-Profit, Not-For-Profit	Some organizations do not apply for tax-exempt status with the IRS, but they are not profit-making entities. The County should not force groups to officially become designated as non-profit and should schedule regardless of tax status. Organizations operating as for – profits should be charged a commercial rate. Large sports organizations with paid administrators should be treated as for-profits. There are other types of tax status, in addition to 501(c)3 that should be considered non-profit.	In order to become a Certified Athletic Organization, it is necessary for a group to be designated as a non-profit by a federal or state regulatory agency. The County is not forcing any group to become designated as non-profit - only those groups that wish to become CAOs and receive priority scheduling. All for-profits are charged the commercial rate.

Field Allocation Policy

Public Comments and FCAC Response to the Comments

FAP = Field Allocation Policy

FAP Section V.B.3 Eligibility Requirements	Insurance	County should consider their liability for smaller, individual groups who are not required to have insurance. The insurance requirement is prohibitively expensive for non-profits working with low-income participants.	The insurance requirement is set by FCPS and FCPA to ensure that they are adequately protected from liability. Only groups that wish to be a CAO must meet this requirement. NCS will provide technical assistance for any group that finds this requirement challenging.
FAP Section VIII.D.2 Allocation of Field Time	Allocation Based on Teams Instead of Participants	This may adversely affect the allocation of space to individual, one-team groups. Current practice of using roster numbers yields a number that is too high; the minimum roster size is not enforced at the league level.	Allocation based on teams is a more accurate reflection of organizations' actual scheduling practices.
FAP Section V Eligibility Requirements	Background Checks	Background checks should not be required for organizations or individuals requesting permits. A non-profit must do criminal checks through the County government – we should not have to do it again.	The FCAC feels strongly that background checks be a standard for youth sports organizations.
FAP Table 4 Primary Seasons	New and Emerging Sports	New and emerging sports are being given preferential treatment over existing groups.	New and emerging sports must provide six months' notice before applying for space and they will be given space in the summer.

Field Allocation Policy

Public Comments and FCAC Response to the Comments

FAP = Field Allocation Policy

	Monitors	NCS should institute their own monitor process. Monitors are illegally denying County residents the use of non-used facilities.	NCS does have its own monitoring program, with 27 paid monitors without connections to any athletic groups. A volunteer monitor program is being added to supplement this program.
Other	Meeting Announcements	Why does NCS not advertise the times of these subcommittee meetings so that public can attend and listen?	All FCAC meetings are advertised on the NCS Web site under Athletic Services.

Board Agenda Item
July 28, 2015

ACTION – 3

Approval of the 2015 Zoning Ordinance Amendment Work Program

ISSUE:
Approval of the 2015 Zoning Ordinance Amendment Work Program.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the attached 2015 Zoning Ordinance Amendment Work Program.

TIMING:
Board action is requested on July 28, 2015.

BACKGROUND:
The Zoning Ordinance Amendment Work Program is approved by the Board on an annual basis and contains requests for amendments to the Zoning Ordinance generated from the Board, the Planning Commission, the Board of Zoning Appeals, staff, citizens, and industry representatives. The Work Program is comprised of two lists: Priority 1 and Priority 2. The Priority 1 list includes those items to be addressed in the up-coming year and the Priority 2 list includes items to be retained for future Priority 1 consideration.

Enclosed as Attachments 1 and 2 are summary charts of the status of the 2014 Priority 1 list and those items proposed for the 2015 Priority 1 list, respectively. Attachment 3 sets forth the 2015 Priority 1 list with a description of each item, and Attachment 4 provides a description of the items on the 2015 Priority 2 list. Attachment 5 contains a list of new amendment requests that have been made since the adoption of the 2014 Work Program, and Attachment 6 is the Planning Commission's recommendation on the proposed 2015 Work Program.

With regard to the status of the 2014 Priority 1 list, there were a total of 29 items originally approved by the Board. Three items on the work program did not require an amendment because they were addressed by other county departments. Since July 1, 2014, five amendments have been adopted. Another five amendments have been authorized for advertisement by the Board, and it is anticipated they will be adopted by the end of the year.

For the proposed 2015 Work Program, the Planning Commission's Policy and Procedures Committee reviewed the proposed 2015 Work Program on May 7, 2015. That evening, the Committee and subsequently the full Planning Commission endorsed

the 2015 Work Program, as recommended by staff.

At its June 9, 2015 meeting, the Board's Development Process Committee reviewed the proposed 2015 Work Program. It was requested that a new Priority 1 item be added to revise the definition of a public use to clarify that uses controlled or sponsored by other local governments are not deemed a public use for purposes of zoning. The Committee endorsed the work program with this addition and recommended it be scheduled for review and approval by the full Board at the July 28, 2015 Board meeting.

Subsequent to the Development Process Committee meeting, a few changes to the proposed 2015 Work Program have occurred. Authorization for the PDC and PRM – Increase in FAR amendment is being postponed until September, 2015, so staff can continue discussions with individual Board members and others on certain aspects of the proposed amendment. In addition, Department of Public Works and Environmental Services staff advised that the Stormwater Management Facility Private Maintenance amendment is no longer necessary because the issue can be handled through existing regulations.

The attached Work Program has been revised to include all requested changes since the Development Process Committee meeting. The proposed 2015 Priority 1 list contains 37 items: 26 are carryover amendments from the 2014 Priority 1 list and 11 are new amendment requests.

FISCAL IMPACT:
None. The 2015 Work Program can be addressed using existing staff and resources.

ENCLOSED DOCUMENTS:
Attachment 1 - Summary Chart of the Status of 2014 Priority 1 Work Program
Attachment 2 - Summary Chart of the Proposed 2015 Priority 1 Work Program
Attachment 3 – Proposed 2015 Priority 1 Zoning Ordinance Work Program
Attachment 4 – Proposed 2015 Priority 2 Zoning Ordinance Work Program
Attachment 5 – New Requests since July 1, 2014
Attachment 6 – Planning Commission Recommendation

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred Selden, Director, Department of Planning and Zoning (DPZ)
Leslie B. Johnson, Zoning Administrator
Michelle O'Hare, Deputy Zoning Administrator, Ordinance Administration Branch, DPZ

2014 Priority 1 Zoning Ordinance Amendment Work Program Status ***July 28, 2015***

Adopted	Amendment Authorized	No Amendment Necessary	Amendment Being Researched	Target Date
Food Trucks – 10/7/15	Donation Drop Boxes (11)	Tethering of Animals	Accessory Structure Size (1)	1/16
Telecommunication – DAS 10/28/14	Minor Revisions Farmers' Markets (14a) State Code – 2014 (Group Residential Facility) (14b)	Dumpster Distance from Storm Drains	Agri-Recreation (3)	7/16
P District Recreational Fee - 10/28/14	Noise (15)	Stormwater Management Facility Private Maintenance	Application Fees (5)	1/17
As-Built Requirements – 3/3/15	Residential Studios (24)		Building Height (6)	3/16
Architectural Review Board – 6/23/15			Commercial Revitalization More Flexible Parking Reductions (8a) Open Space and Urban Design Guidelines in P Districts (8b) Certain Special Exception Uses as By-Right (8c)	5/16
			Commercial Vehicles in Residential Districts (9)	11/15
			Gross Floor Area – Cellar Space (12)	2/16
			Landscaping & Screening Waiver for Dulles Airport Access and Toll Roads (13)	9/15
			Moveable Copy/Electronic Signs (26)	TBD
			Outdoor Lighting (16)	12/15
			Parking Reductions in Transit Oriented Areas (17)	5/16
			PDC and PRM Districts - FAR (18)	9/15
			Permanent Availability of Parking [Priority 2 – No. 35]	TBD
			Planned District Sight Distance Triangle Exemption (19)	9/15
			PRC District Density (20)	1/16
			PTC District Amendments (21)	10/15
			Rear Yard Coverage (23)	10/15
			Riding Lessons as a Home Occupation (25)	12/15
			Site Plan Exemptions [Priority 2 – No. 40]	TBD
			Special Permit Submission Requirements (27)	3/16
			State Code – Development in Dam Break Inundation Zones (29)	12/15

( ) Denotes paragraph reference on 2015 Priority 1 Work Program – Attachment 3 or 2015 Priority 2 Work Program – Attachment 4
Highlights denote the items that have been added to the Priority 1 list subsequent to the Board's 7/1/14 endorsement of the 2014 Work Program.

Draft 2015 Priority 1 Zoning Ordinance Amendment Work Program ***July 28, 2015***

Amendment Authorized*	Amendment Being Researched	Target Date	New Amendments	Target Date
Donation Drop-Off Boxes (11)	Accessory Structure Size (1)	1/16	Adult Day Health Care (2)	11/15
Minor Revisions Farmers' Markets (14a) Group Residential Facility (14b)	Agri-Recreation (3)	7/16	Agricultural Districts and Uses (3)	7/16
Noise (15)	Application Fees (5)	1/17	Alternative Financial Institutions (4)	9/15
Residential Studios (24)	Building Height (6)	3/16	College/University (7)	2/16
	Commercial Revitalization More Flexible Parking Reductions (8a) Review Open Space and Urban Design Guidelines in P Districts (8b) Review Certain Special Exception Uses as By-Right (8c)	5/16	Commonly Accepted Pet Definition (10)	7/15
	Commercial Vehicles in Residential Districts (9)	11/15	Minor Revisions Child Care – Non Resident Employee Hours (14c) Telecommunication – Panel Height (14d) Metric to English equivalent (14e)	6/15
	Gross Floor Area – Cellar Space (12)	2/16	Public Use Definition (22)	3/16
	Landscaping & Screening Waiver for Dulles Airport Access and Toll Roads (13)	9/15	Sign Ordinance (26)	TBD
	Moveable Copy/Electronic Signs (26a)	TBD	State Code - 2015 Session – Variance Provisions (28)	TBD
	Outdoor Lighting (16)	12/15		
	Parking Reductions in Transit Oriented Areas (17)	5/16		
	PDC and PRM Districts - FAR (18)	9/15		
	Planned District Sight Distance Triangle Exemption (19)	9/15		
	PRC District Density (20)	1/16		
	PTC District Amendments (21)	10/15		
	Rear Yard Coverage (23)	10/15		
	Riding Lessons as a Home Occupation (25)	12/15		
	Special Permit Submission Requirements (27)	3/16		
	State Code – Development in Dam Break Inundation Zones (29)	12/15		
Total Authorized: 5	**Total Outstanding: 21**		**New Amendments: 11**	

( ) Denotes paragraph reference on 2015 Priority 1 Work Program – Attachment 3.

Total Amendments: 37

Attachment 2

2015 PRIORITY 1
ZONING ORDINANCE AMENDMENT WORK PROGRAM

Below is an alphabetical list and brief description of all Priority 1 Zoning Ordinance Amendments. Any amendment that has been authorized has the scheduled hearing dates listed; otherwise, only projected authorization dates are provided. If annotated with an asterisk (*), the amendment is without a projected timeline. Highlighted items are new amendments on the Priority 1 list. All amendments listed may not be completed within the 12 month time frame covered by this Work Program, as other higher priority items may place greater demands on staff resources than originally anticipated. Finally, several amendments are annotated with the abbreviation (EAC), as they are directly aligned with the recommendations of the Fairfax County Economic Advisory Commission.

1. Accessory Structure Size (2014 Priority 1)

   Consider limiting the size of an accessory structure relative to a principal structure that can be permitted by right and allowing larger accessory structures with special permit approval by the BZA.

   January, 2016 Authorization to Advertise

2. Adult Day Health Care (2014 Priority 2)

   Consider adding adult day care as a new use subject to use limitation and determine if the use should be permitted by-right or subject to a special exception.

   November, 2015 Authorization to Advertise

3. Agricultural Districts and Uses (2015)

   Review of zoning districts which permit agricultural activities in light of amendments to the State Code limiting local regulation of agricultural activities including farm wineries, farm breweries, farm distilleries and agri-tourism/recreational activities to determine which zoning districts are appropriate for these uses and whether additional standards should be considered to address potential impacts to health, safety and welfare. Consider updating the definition of agriculture and the additional standards for temporary farmers markets to reflect contemporary activities associated with such uses. (This is an expansion of the Agri-Recreation amendment listed on the 2014 Priority 1 Work Program.)

   July, 2016 Authorization to Advertise

4. Alternative Financial Institutions (2014 Priority 2)

   Consider establishing these facilities as a new use to include payday and car title lenders and only allowing them either as a by-right use with use limitations or as a special exception use in certain commercial districts.

   September, 2015 Authorization to Advertise

5. Application Fees (2014 Priority 1 and On-Going)
   Research on application fees is on-going for the next budget cycle scheduled for 2017.

   January, 2017 Authorization to Advertise

6. Building Height (2014 Priority 1)
   Consider increasing the building height for single family detached dwellings in the R-C and R-E Districts when the impact of the increased height on adjacent properties would be mitigated.

   March, 2016 Authorization to Advertise

7. College/University (2014 Priority 2)
   Consider defining college/university to differentiate the use from a private school of special education and revising the current parking rates for both college/university and private school of special education.

   February, 2016 Authorization to Advertise

8. Commercial Revitalization (2014 Priority 1)
   (a) In conjunction with the PDC and PRM Districts – FAR Amendment [See No. 18 below], allow more flexible parking reductions; (b) Review open space requirements and urban design issues for Planned Development District regulations when located in Commercial Revitalization Districts (CRDs) and Commercial Revitalization Areas (CRAs); (c) Review options for allowing certain special exception uses by right subject to use limitation within CRDs and CRAs including colleges and universities, hotels and Category 6 uses.

   (a) Authorization September, 2015 with the PDC and PRM Districts – FAR Amendment (See No. 18 below)

   (b)(c) May, 2016 Authorization to Advertise

9. Commercial Vehicles in Residential Districts (2014 Priority 1)
   Review definition and accessory use provisions for commercial vehicles to determine whether existing provisions are adequate and compliment Chapter 82 of the County Code.

   November, 2015 Authorization to Advertise

10. Commonly Accepted Pet Definition (2015)
    Consider revising the definition to include specific companion animals, such as chinchillas, hermit crabs and pygmy hedgehogs.

    July, 2015 Authorization to Advertise

11. Donation Drop-Off Boxes (2014 Priority 1)
    Consider adding provisions that are specific to donation drop-off boxes.

    Authorized June 2, 2015

12. Gross Floor Area – Cellar Space (2014 Priority 1)
    Review the definition of gross floor area as to how it is calculated for underground space in areas located outside of the PTC District for: (a) the PDC and PRM Districts and (b) the remaining zoning districts.

    (a) Authorization September, 2015 with the PDC and PRM Districts – FAR Amendment (See No. 18 below)

    (b) February, 2016 Authorization to Advertise

13. Landscaping & Screening Waiver for Dulles Airport Access and Toll Roads (2014 Priority 1)
    Consider allowing modifications or waivers for property abutting the right-of-way of the Dulles International Airport Access Highway or the combined Dulles International Airport Access Highway and Dulles Toll Road.

    Authorization September, 2015 with the PDC and PRM Districts – FAR Amendment (See No. 18 below)

14. Minor Revisions (2014 Priority 1)
    (a) Revise the special permit standards for temporary farmers' markets related to street access; (b) Amend Group Residential Facility to comply with 2014 State Code Changes; (c) Revise hours of non-resident employee for home child care facilities; (d) Revise panel height for telecommunication antennas on light poles and (e) Editorial change of metric figures to English equivalent.

    Authorized June 2, 2015

15. Noise (EAC – 2014 Priority 1)
    Consider revising the Noise Ordinance regarding measurement methods and establishing day and night time maximum noise levels. Due to a 2009 Virginia Supreme Court Decision, review the nuisance noise provisions. Consider the appropriateness of the weekend construction start times and regulating vehicle alarm noise, helicopter noise at helicopter landing sites and leaf blowers.

    Authorized April 7, 2015; Board of Supervisors' Public Hearing May 12, 2015

16. Outdoor Lighting (EAC – 2014 Priority 1)

    Consider revisions to the outdoor lighting standards pertaining to security lighting, outdoor sports facilities and automatic teller machines to improve the overall effectiveness of such provisions; consider requiring Architectural Review Board review of sports illumination plans and photometric plans that are submitted in Historic Overlay Districts when such plans do not require site plan, special permit, special exception, rezoning or development plan approval; and review single family residential lighting exemptions to consider additional requirements for minimum spacing of lighting fixtures and possible limitations on cumulative allowable initial light outputs.

    December, 2015 Authorization to Advertise

17. Parking Reductions in Transit Oriented Areas (EAC - 2014 Priority 1)

    Consider applying parking maximums and a reduction of the minimum parking requirements due to transit oriented areas and/or transportation demand management provisions.

    May, 2016 Authorization to Advertise

18. PDC and PRM Districts – FAR (Environmental Improvement Program and EAC - 2014 Priority 1)

    Consider increasing the maximum allowable floor area ratio (FAR) as well as other provisions in the PDC and PRM Districts to facilitate the implementation of the Comprehensive Plan recommendations for Revitalization Districts and Areas, Community Business Centers and Transit Station Areas.

    Authorization September, 2015

19. Planned Development District Sight Distance Triangle Exemption (2014 Priority 1)

    Consider modifying Section 2-505 of the Zoning Ordinance to provide for general applicability in the PDH, PDC, PRM and PTC Districts.

    Authorization September, 2015 with the PDC and PRM Districts – FAR Amendment (See No. 18 above)

20. Planned Residential Community (PRC) District Density (2014 Priority 1)

    Consider possible revisions to the maximum allowable densities and/or persons per acre in the PRC District.

    To be processed in conjunction with the Reston Master Plan update, anticipated January, 2016

21. Planned Tysons Corner (PTC) Urban District Amendments (2014 Priority 1)
    Consider modifications to the PTC District regulations in conjunction with the amendments to the Tysons Comprehensive Plan.

    To be processed in conjunction with the Tysons Master Plan update, anticipated October, 2015.

22. Public Use Definition (2015)
    Clarify that a use controlled or sponsored by other local governments, such as a school or library, is not deemed a public use for purposes of zoning.

    March, 2016 Authorization to Advertise

23. Rear Yard Coverage (2014 Priority 1)
    (a) Clarify how the 30% coverage limitation within the minimum required rear yard is calculated. (b) Consider allowing modifications of the maximum 30% minimum required rear yard lot coverage requirement to be approved by the BZA as a special permit.

    October, 2015 Authorization to Advertise

24. Residential Studios (EAC - 2014 Priority 1)
    Establish a new use and associated limitations for an affordable housing product that is generally designed for one person per unit.

    Authorized on July 30, 2013

25. Riding Lessons as a Home Occupation (2014 Priority 1)
    Consider permitting small-scale riding lesson operations as home occupations, subject to specific limitations designed to minimize impact on surrounding properties, such as the prohibition of lights, limited hours of operation and numbers of students.

    December, 2015 Authorization to Advertise

26. Sign Ordinance (2015)*
    Comprehensive review of Article 12 to update and simplify all sign regulations, including: moveable copy/electronic signs [2014 Priority 1]; real estate directional signs; similar free standing signs in auto parks and office parks [2014 Priority 2]; add special permit provisions to allow off-site commercial and residential signs based on topography or other unique circumstances [2014 Priority 2]; permit more flexibility for office and industrial park signs to include single tenant buildings; address temporary political campaign signs [2014 Priority 2].

27. Special Permit Submission Requirements (2014 Priority 1)
    In conjunction with a special permit for an accessory dwelling unit or home professional office, require the submission of a certified dimensioned floor plan for the special permit use and principal dwelling unit that shows all ingresses and egresses, including any window egresses required under the Building Code, gross floor area for both the principal dwelling and special permit use, use of each room, and any kitchen sinks, cabinets or appliances.

    March, 2016 Authorization to Advertise

28. State Code – 2015 Session (Continuing)*
    Possible revisions resulting from the 2015 General Assembly, including changes to the variance provisions.

29. State Code – Development in Dam Break Inundation Zones (2014 Priority 1)
    Incorporate the new requirements for development in dam break inundation zones.

    December, 2015 Authorization to Advertise

DRAFT PRIORITY 2 ZONING ORDINANCE AMENDMENT 2015 WORK PROGRAM

July 28, 2015

The Following Abbreviations are used:

Architectural Review Board (ARB)
Board of Zoning Appeals (BZA)
Business Process Redesign (BPR)
Department of Public Works and Environmental Services (DPWES)
Environmental Improvement Program (EIP)
Fairfax County Economic Advisory Commission (EAC)
Fairfax County Health Care Advisory Board (HCAB)
Planning Commission (PC)

ACCESSORY USES, ACCESSORY SERVICE USES AND HOME OCCUPATIONS	**SOURCE**
1. Comprehensive review of accessory uses and structures, to include consideration of issues such as:	Board/PC/BZA/ Staff/Industry
(a) The establishment of a maximum height limitation.	
(b) Revisions to the location regulations for uses/structures accessory to residential, commercial and industrial uses.	
(c) Establishment of a side yard requirement for accessory structures in the PRC District.	
(d) Consider revising the height of accessory structures and accessory storage structures that can be located anywhere in the rear or side yards to be the same.	
(e) Modify the accessory structure location provisions to require a freestanding wind turbine structure to be setback a distance of its height from all property lines.	Board
(f) Review the accessory use limitations to determine whether they adequately address the placement of commercial portable storage containers in commercial districts.	Board
(g) Review the allowable placement of roll-off debris containers-dumpsters in residential districts during home improvement projects.	Board
(h) Consider requiring the issuance of fence permits for either all fences or fences that are over a certain height.	Citizen

ACCESSORY USES, ACCESSORY SERVICE USES AND HOME OCCUPATIONS (Continued)	**SOURCE**
(i) Consider limiting fence height requirements to four feet when a front yard of a pipestem lot abuts a rear or side yard on a lot contiguous to a pipestem driveway.	Citizen
(j) Consider establishing a minimum distance a fence can be located from a pipestem driveway.	Citizen
(k) Consider permitting electric fences on lots less than 2 acres as a deer management tool.	Citizen
2. Consider revisions to the accessory service use provisions to include:	BZA/PC
(a) A clearer distinction between accessory service uses and accessory uses.	
(b) The appropriateness of whether office buildings in the retail commercial districts should be allowed to have a small deli as a by right accessory service use instead of requiring special exception approval.	
3. Consider revising the home occupation provisions to allow a small amount of storage of stock in trade for a home business conducted via the internet or sales outside of the dwelling unit.	Citizen
ADMINISTRATION	
4. Consider allowing the Board of Supervisors, Planning Commission and Board of Zoning Appeals to set the day or days to which any public hearing shall be continued due to inclement weather or other conditions without further advertisement or posting of the property.	Staff/General Assembly
5. Consider revising the cluster provisions to delete the bonus density option.	General Assembly
BOARDS, COMMISSIONS, COMMITTEES	
6. Review Par. 7 of Sect. 19-101 to clarify that the Planning Commission has the authority to make recommendations on variance applications to the Board of Zoning Appeals.	Staff
7. Consider changing the ARB review and recommendations for site plans, subdivision plats and grading plans to review and approval.	ARB

COMMERCIAL ZONING DISTRICTS

8.	Consider allowing veterinary clinics in the C-3 and C-4 Districts with use limitations or as a special exception use	Staff

DEFINITIONS AND USE LIMITATIONS

9.	Review the following definitions:	Staff/BZA
	(a) Contractors' offices and shops	
	(b) Junk yard	
	(c) Riding and boarding stables	
	(d) Private schools	
	(e) Storage yard	
	(f) Streets	
10.	Add the following definitions	Staff/BPR/BZA
	(a) Establishment for production, processing, etc.	
	(b) Place of worship	
	(c) Storage	
11.	Consider excluding patios from the deck definition in order to facilitate the placement of patios in side yards.	Staff
12.	Clarify the meaning of "transient" in the hotel/motel definition.	BZA
13.	Consider allowing the use of pervious pavers in more parking situations in order to reduce the amount of impervious surfaces and stormwater runoff.	Board/DPWES
14.	Consider revising the contractors' office and shops definition to clarify that the use includes establishments used by paving and road contractors and by facilities that install water and sewer pipes.	BZA
15.	Fast Food Restaurants – Clarify the square footage and percentage use limitations for by right fast food restaurants in the commercial retail districts.	Staff
16.	Consider allowing electric vehicle charging stations as an accessory use with certain limitations in commercial and industrial districts or as a special exception use if use limitations are not met.	Staff

GENERAL REGULATIONS

17.	District Regulation Interpretations – Consider allowing the transfer of allowable density or gross floor area from parcels located within an identified sending area to parcels located within an identified receiving area.	Board
18.	Qualifying Lot and Yard Regulations – Consider the following:	
(a)	Allow approval of modifications to the setback requirements from railroads and interstate highways in conjunction with review and approval of SP/SE uses.	BPR
(b)	Review pipestem lot and yard requirements, to include possible addition of illustrations.	BPR
(c)	Revise provisions of lots contiguous to pipestem driveways to remove the language "serving more than one pipestem lot."	Citizen
(d)	Review the existing provisions which allow uncovered stairs and stoops to encroach into minimum required yards.	Staff
(e)	Allow certain lattice screening walls and/or limited trellis-like features on decks for single family dwellings without requiring such features to meet the minimum required yards of the district in which located	Staff
(f)	Addition of shape factor limitations to the R-C District.	Board
(g)	Consider requiring greater setbacks for proposed construction in areas influenced by tidal flooding.	Board's Environmental Committee
(h)	Consider revisions to the lot and yard definitions; consider whether front yards should be required from unimproved dedicated rights-of-way.	Infill Study
(i)	In order to address compatibility issues associated with new residential development in existing residential areas, review methods, such as lot coverage and square footage maximums.	Board
19.	Qualifying Use and Structure Regulations - Consider the following:	.
(a)	Consider revising the maximum number of horses that may be maintained on a lot.	No. Va. Soil & Water Conservation District
(b)	Consider allowing chickens to be permitted on lots less than two acres in size in certain situations.	Citizen

HOUSING

20. Consider the following revisions to the ADU program:

(a)	Allow units that are acquired by the Fairfax County Redevelopment and Housing Authority (FCRHA) and are part of any FCRHA affordable housing program to be considered equivalent.	Staff
(b)	Clarify Par. 2B of Sect. 2-812 to indicate that resales can be sold to nonprofits pursuant to the guidelines for new units.	Staff
(c)	Increase the closing cost allowance from 1.5% of the sales price to either the actual closing costs or up to 3%, whichever is less.	Staff
(d)	For resales, allow 3% of closing costs to be part of the sales price so that applicants can apply for closing costs assistance.	Staff
(d)	Establish a for-sale ADU pricing schedule to include the renovation and/or preservation of existing units and condominium conversions.	Staff
(e)	Consider requiring an ADU bedroom mix of 50% one-bedroom units and 50% two-bedroom units for independent living facilities. *[Place holder until data and resources are available to complete the required survey of independent living facilities in ADUs*]	Staff
(f)	Determine whether inheritance laws affect the retention of an ADU within the ADU Program in the event of the death of an ADU owner, and if so, whether an amendment is necessary. Study the implications of allowing ADUs and/or workforce housing in certain commercial and/or industrial districts, subject to specific standards or by special exception.	Staff
(g)	Study the implications of allowing ADUs and/or workforce housing in certain commercial and/or industrial districts, subject to specific standards or by special exception.	Staff

21. Review the Board of Supervisors' accessory dwelling unit policy in Appendix 5 to determine whether updates are necessary. Staff

ILLUSTRATIONS

22. Add illustrations to clarify certain provisions such as the sight distance triangle and permitted encroachments into minimum required yards. Staff

INDUSTRIAL ZONING DISTRICTS

23. Revise use limitations in I-5 District regarding outdoor storage of trucks and equipment.	Board
24. Clarify use limitations in the I-5 and I-6 Districts which allow vehicle light service establishments by right. Also consider allowing this use by right in other C and I Districts.	BPR
25. Consider allowing private clubs and public benefit associations in the industrial district by right and subject to use limitations.	Staff

LANDSCAPING & SCREENING

26. Comprehensive review of landscaping and screening provisions to include:

(a) Appropriateness of modification provisions.	BPR/Staff/ Industry
(b) Address issue of requirements when property abuts open space, parkland, including major trails such as the W&OD and public schools.	Staff/EIP
(c) Increase the parking lot landscaping requirements.	Tree Action Plan/EIP
(d) Include street tree preservation and planting requirements.	Tree Action Plan
(e) Consider requiring the use of native trees and shrubs to meet the landscaping requirements for developments along Richmond Highway.	Board
27. Evaluate opportunities to include provisions that support and promote sustainable principles in site development and redevelopment, including the application of better site design, Low Impact Development (LIDs) and natural landscaping practices.	Tree Action Plan

NONCONFORMITIES – ARTICLE 15

28. Comprehensive review and study, to include addition of provisions to address situations resulting from condemnation of right-of-way by public agencies.	Staff/BPR

OPEN SPACE

29. Review of the open space provisions to include: *[Place holder until new stormwater and LID regulations are in place.]*	Infill Study/EIP/ Staff
(a) Consider the establishment of minimum sizes/dimensions for required open space areas.	
(b) Exempt either all or part of stormwater management dry pond facilities from the open space calculations.	
(c) Provide open space credit for innovative BMPs but not for non-innovative BMPs	
(d) Allow open space credit only for usable open space.	
(e) Develop a consistent approach to open space as it relates to various existing and proposed elements of the Comprehensive Plan.	
(f) Review the general open space provisions to clarify that open space is only intended for land that is dedicated or conveyed without monetary compensation.	

OVERLAY DISTRICTS

30. Airport Protection Overlay District - Establish an Airport Protection Zoning Overlay District for Dulles International Airport, Ronald Reagan National Airport and Davison Airfield	Board
31. Historic Overlay Districts - Consider the following revisions to the Historic Overlay Districts:	
(a) Establish an historic overlay district for the Lorton Correctional Facility (Laurel Hill).	Board
(b) Requiring all demolition permits for structures listed on the County Inventory of Historic Places to be reviewed by the History Commission prior to the issuance of the permit.	History Commission
(c) Establish an historic overlay district for Mason Neck.	Board

PARKING REQUIREMENTS

32. Study parking requirements for:	Board/Staff
(a) Funeral homes	
(b) Places of worship	
(c) Child care centers and nursery schools	

PARKING REQUIREMENTS (Continued)

33.	Consider reducing the minimum required parking requirement for all retail and retail mixed projects and not only those projects that are located near mass transit. *[This item is partly included in 2015 Priority 1 – No. 18]*	Industry
34.	Consider the following revisions to vehicle parking on lots with single family detached dwellings:	
	(a) Limit the amount of pavement for driveways and parking in the R-5 and R-8 Districts.	Citizen
	(b) Limit parking for all vehicles or trailers to the front yard and only on a paved surface.	Citizen
35.	Clarify the meaning of "permanent availability" in Par. 1 of Sect. 11-102 as it pertains to the use of off-site parking spaces on a contiguous lot. [2014 Priority 1]	Staff

PERFORMANCE STANDARDS

36.	Review the earthborn vibration performance standards.	Staff

PLANNED DEVELOPMENT DISTRICTS

37.	Consider the following revisions to the Planned Development Districts *[Some of these items will be addressed as part of 2015 Priority 1 – No. 18]* Clarify the office secondary use limitations in the PDH District; Review the purpose and intent statements and the General and Design Standards; Review minimum lot size and open space requirements, the CDP/FDP submission requirements, and density credit for RPAs, streams and floodplains; Review permitted secondary commercial uses in the PDH District and consider increasing amount of commercial uses permitted; Consider waiving the minimum district size requirement for additions to existing PDH or PDC Districts and allowing the Planning Commission to waive the 200 foot privacy yard for single family attached dwellings as part of FDP approvals.	Infill Study/EIP/ EAC/PC/Staff
38.	Consider allowing vehicle sales and rental establishments in the PDC and PRM Districts with use limitations and special exception approval. *[This item has been incorporated in 2015 Priority 1 – No. 18]*	Citizen/PC/EIP

RESIDENTIAL ZONING DISTRICTS	**SOURCE**
39. Establish an advisory committee to, among other things, review standards and guidelines associated with special permit, special exception and public uses in the R-C District; review maximum allowable floor area ratios; consider standards for total impervious cover and/or undisturbed open space and review combined impact of the facility footprint and total impervious surface cover, to include parking; and review the Comprehensive Plan to determine if clearer guidance is needed for special permit, special exception and public uses in the Occoquan.	New Millennium Occoquan Task Force/EAC
SITE PLANS	
40. For uses subject to site plan approval, which does not include single family detached dwellings, consider increasing the amount of gross floor area or disturbed area that is exempt from site plan or minor site plan requirements. [2014 Priority 1]	Staff
SPECIAL EXCEPTIONS	
41. Category 2 Heavy Public Utility Uses – Consider the deletion of special exception requirement in the I-5 District for storage yards and office/maintenance facilities in conjunction with public utility uses, so these uses will be allowed by right.	BPR
42. Category 5 Commercial and Industrial Uses of Special Impact – Consider the appropriateness of the list of heavy industrial uses.	Staff
43. Consider requiring special exception approval to establish dancing and/or live entertainment/recreation venues and clarify what is allowed as accessory entertainment to an eating establishment.	Board
SPECIAL PERMITS	
44. Consider allowing BZA to modify or waive general standards when uses are proposed for existing structures and/or lots.	BPR
45. Consider deletion of requirement for extension requests to be submitted 30 days prior to an expiration date, consistent with renewal requests.	Staff
46. Allow BZA to modify special permit additional standards.	BPR

SPECIAL PERMITS (Continued)

47.	Group 1 Extraction and Excavation Uses - Consider expanding the number of property owners requiring notification for the renewal of a special permit for a quarry and revise the blasting vibration maximum resultant peak particle velocity to be consistent with state regulation 4VAC25-40-880.	Board/PC
48.	Group 4 Community Uses – Consider allowing community uses to be approved via development plans in the rezoning process in lieu of requiring special permit approval.	Staff/BPR
49.	Group 5 Commercial Recreation Uses – Consider clarifying types of uses included in "any other similar commercial recreation use." (Item 10).	Staff
50.	Group 9 Uses Requiring Special Regulations – Consider the following:	
	(a) Revise the reduction of certain yard special permit additional standards to increase the allowable size of an addition and to allow the complete teardown and rebuild of a structure.	Board/PC
	(b) Revise the accessory dwelling unit submission requirements, occupancy and lot size limitations.	Board
	(c) Increase the minimum 55 year age requirement for accessory dwelling units.	BZA

SUBMISSION REQUIREMENTS

51.	Revise submission requirements to include identification of heritage resources; and consider expanding the archaeological survey submission requirements to be applicable to all zoning applications and not only those applications located in Historic Overlay Districts.	Plan/Board
52.	Consider adding specificity to the submission requirements for Comprehensive Sign applications.	Staff
53.	Consider adding an environmental site assessment submission requirement for site plans and certain zoning applications.	General Assembly
54.	Consider the strengthening of zoning application submission requirements to require the submission of a preliminary utility plan where utility construction could conceivably result in clearing of trees.	Tree Action Plan/EIP

USES	**SOURCE**
55. Review regulations related to:	Staff/Board
(a) Adult video stores	
(b) "Doggie" day care	
(c) Sports arenas, stadiums	Staff/Board
56. Review the drug paraphernalia regulations to determine whether changes are necessary due to State Code revisions.	Staff
57. Consider adding regulations for Farm Wineries	Board
58. Clarify that a certain amount of biotech (bioscience) research and development, which is primarily computer related and excludes animal testing, is permitted as an office use (similar to the Ignite proposal).	Staff
59. Consider adding regulations for fast-casual restaurants.	PC

NEW AMENDMENT REQUESTS SINCE JULY 1, 2014 ENDORSEMENT OF THE 2014 ZONING ORDINANCE WORK PROGRAM
July 28, 2015

The following new amendment requests have been received:

1. Agricultural Districts and Uses - Review of zoning districts which permit agricultural activities in light of amendments to the State Code limiting local regulation of agricultural activities including farm wineries, farm breweries, farm distilleries and agri-tourism/recreational activities to determine which zoning districts are appropriate for these uses and whether additional standards should be considered to address potential impacts to health, safety and welfare. Consider updating the definition of agriculture and the additional standards for temporary farmers markets to reflect contemporary activities associated with such uses. (This is an expansion of the Agri-Recreation amendment listed on the 2014 Priority 1 Work Program.) **[Priority 1 – No. 3]**

2. As-Built Requirements - Revises the as-built requirements for site plans and relocates the detailed provisions from Article 17 of the Zoning Ordinance into a new section in the PFM. [**Adopted 3/3/15]**

3. Commonly Accepted Pet Definition - Consider revising the definition to include specific companion animals, such as chinchillas, hermit crabs and pygmy hedgehogs. (Board) **[Priority 1 – No. 10]**

4. Fast-Casual Restaurant – Consider adding regulations and a definition for such use. (PC) **[Priority 2 – No. 59]**

5. Group 1 Extraction and Excavation Uses Special Permit – Consider revising the blasting vibration maximum resultant peak particle velocity to be consistent with state regulation 4VAC25-40-880. (PC) **[Priority 2 – No. 47]**

6. Group 5 Commercial Recreation Uses Special Permit – Consider clarifying what types of uses are included in "any other similar commercial recreation use", identified as item # 10. (Staff) **[Priority 2 – No. 49]**

7. Minor Revisions – Revise hours of non-resident employee for home child care facilities; Revise panel height for telecommunication antennas on light poles; and change metric figures to English equivalent. (Staff) **[Priority 1 – No. 14]**

8. Public Use Definition - Clarify that a use controlled or sponsored by other local governments, such as a school or library, is not deemed a public use for purposes of zoning. (Board) **[Priority 1 – No. 22]**

9. Sign Ordinance - Revise Article 12 to update and simplify all sign regulations, including real estate directional signs and codes references to items such as towing regulations, Chapter 82 of the County Code. (Staff and Citizen) **[Priority 1 – No. 26]**

County of Fairfax, Virginia

MEMORANDUM

DATE: May 26, 2015

TO: Leslie Johnson, Director
Zoning Administration Division
Department of Planning & Zoning

FROM: Jill G. Cooper, Executive Director JC
Planning Commission Office

SUBJECT: Planning Commission Action Re: Proposed 2015 Zoning Ordinance Work Program

On Thursday, May 7, 2015, the Planning Commission voted 9-0 (Commissioners Lawrence, Sargeant, and Ulfelder were absent from the meeting) to endorse the recommendation of its Policy and Procedures Committee that the proposed 2015 Zoning Ordinance Work Program be approved, as presented by staff in the memorandum dated May 7, 2015.

Attached for your information is the verbatim of the Commission's action on this item and I would be happy to answer any questions you may have.

Attachment (a/s)

cc: Lorrie Kirst, ZAD, DPZ

Fairfax County Planning Commission
12000 Government Center Parkway, Suite 330
Fairfax, VA 22035-0001
703-324-2865, TTY 703-324-7951, FAX 703-324-3948
www.fairfaxcounty.gov/planning

Planning Commission Meeting
May 7, 2015
Verbatim Excerpt

ZONING ORDINANCE AMENDMENT WORK PROGRAM FOR 2015

During Commission Matters

Commissioner Migliaccio: Thank you, Mr. Chairman. This evening, the Planning Commission's Policy and Procedures Committee met to review the proposed 2015 Zoning Ordinance Amendment Work Program and I would like to thank Leslie Johnson and Michelle O'Hare for their work on this. The Policy and Procedures Committee recommended approval of this to the full Commission and, therefore, Mr. Chairman, I have a motion tonight in accordance with the Committee's recommendation. I MOVE THAT THE PLANNING COMMISSION SUPPORT AND FORWARD TO THE BOARD OF SUPERVISORS THE PROPOSED 2015 ZONING ORDINANCE AMENDMENT WORK PROGRAM, DATED MAY 7TH, 2015, AS RECOMMENDED BY STAFF.

Commissioners Hart and Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Hart and Mr. Litzenberger. Is there a discussion of the motion? All those in favor of the motion on the Zoning Ordinance Program, as articulated by Commissioner Migliaccio, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: Thank you, Mr. Chairman.

//

(The motion carried by a vote of 9-0. Commissioners Lawrence, Sargeant, and Ulfelder were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

ACTION - 4

Approval of an Agreement Between the Town of Vienna and Fairfax County to Design and Construct a Stream Restoration Project on Wolf Trap Creek (Hunter Mill District)

ISSUE:
Board of Supervisors' authorization is requested for the County to enter into an agreement with the Town of Vienna (the Town) to provide funding to design and construct a stream restoration project on Wolf Trap Creek, which is located in the Town and the Difficult Run watershed.

RECOMMENDATION:
The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the agreement with the Town to fund the design and construction of a stream restoration project on Wolf Trap Creek.

TIMING:
Board approval is requested on July 28, 2015.

BACKGROUND:
In January 2015, the County and Town entered into the "Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Vienna to Share Certain Stormwater Service District Fees and Responsibility for Related Projects." (Cooperative Agreement), which established parameters for sharing Stormwater Service District Fees that are collected by the County from Town residents and requires the County to ensure that the Town complies with its Municipal Separate Storm Sewer System (MS4) Permit. Under the framework of the Cooperative Agreement, the Town has requested financial assistance from the County to design and construct the Wolf Trap Creek Stream Restoration Project (Project), which is located within the Town and the Difficult Run watershed. The proposed Project includes the restoration of 1,020 linear feet of stream on Wolf Trap Creek. The Project will provide nutrient reduction and

improved water quality in the Difficult Run Watershed and aid in the Town's compliance with its MS4 permit and Chesapeake Bay Total Maximum Daily Load (TMDL) reduction requirements. Additionally, the Project will provide Chesapeake Bay TMDL requirement credit to the County. Providing funding through this partnership will save the County time and administrative costs that would be incurred if the County implemented the Project as part of its stormwater program.

The Project has received partial funding through a Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF).

FISCAL IMPACT:
The estimated total cost of the project is $890,000. Funding of the County portion of $445,000 is required solely for the purpose of designing and constructing the project. DEQ SLAF funds in the amount of $445,000 have been awarded for the Project. The Town will be responsible for any cost over-runs and will reimburse the County funds that are not expended in accordance with the terms of the attached agreement. Funding is currently available in Project Number SD-000031, Streams and Water Quality, Fund 400-C40101 (Fund 125), for the County's obligation to this Project.

CREATION OF POSITIONS:
No positions will be created.

ENCLOSED DOCUMENTS:
Attachment 1: Agreement between the Board of Supervisors of Fairfax County, Virginia and the Town of Vienna

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, DPWES

AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day of _____, 2015, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), a body politic, and the **Town of Vienna** (the "Town") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Town has been awarded a Stormwater Local Assistance Fund (SLAF) Grant from the Virginia Department of Environmental Quality ("DEQ Grant") for the Wolf Trap Creek Stream Restoration Project (the "Project"), which will be located within the boundaries of the Town and will restore a portion of the body of water known as Wolf Trap Creek/Difficult Run; and

WHEREAS, the location of the Project is at Longitude 39.905 and Latitude 77.246 and is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 39-1 ((02)) 0006, and 39-1 (05) A1; and

WHEREAS, the Project is within the Chesapeake Bay and Potomac River Watersheds; and

WHEREAS, the Town is part of the County's Stormwater Service District and the Town and County have entered into an agreement known as the "Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Vienna to Share Certain Stormwater Service District Fees and Responsibility for Related Projects" (the "Cooperative Agreement") to share funds and responsibility to maintain, operate, and improve stormwater systems that affect one another to meet Chesapeake Bay Total Maximum Daily Load ("TMDL") and other water quality goals. The Cooperative Agreement is attached hereto as Attachment 1 and is incorporated herein by reference; and

WHEREAS, the Town and County agree that under the Cooperative Agreement, Stormwater Service District funds can be used to match the DEQ Grant for the Project because the Project meets the water quality objectives of each locality and their respective Chesapeake Bay TMDL obligations; and

WHEREAS, the total cost of the Project is estimated to be eight hundred and ninety thousand dollars ($890,000); and

WHEREAS, the County intends to contribute four hundred and forty-five thousand dollars ($445,000.00) from the Fiscal Year 2016 Stormwater Budget for the purpose of supporting the design and construction of the Project; and

WHEREAS, the Town intends to dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project; and

WHEREAS, the DEQ Grant will contribute four hundred and forty-five thousand dollars ($445,000.00) for the purpose of supporting the design and construction of the Project; and

WHEREAS, notwithstanding the Town's implementation of the Project, pursuant to the Cooperative Agreement, the Town and the County intend that the Project be subject to the Joint Action Plan that is described in paragraphs 15 through 24 of the Cooperative Agreement, which will, in part, result in the allocation of pollutant load reductions credits among the Parties

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if restated as binding provisions of this agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto further agree as follows:

1. The County shall grant to the Town the amount of four hundred and forty-five thousand dollars ($445,000.00) (the "County Contribution"), upon execution of this agreement.

2. The Town shall dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

3. The Town shall expend the DEQ Grant of four hundred and forty-five thousand dollars ($445,000.00) solely for the purpose of supporting the design and construction of the Project when the DEQ Grant is received.

4. The County Contribution shall be used and expended solely for the purpose of design and constructing the Project but shall not be used for the cost of any

feasibility study or acquisition of any lands or easements necessary for the completion of the Project.

5. The Town shall acquire, at its sole expense, any and all land or easements, or other interests in real property, if any, that are necessary to complete the Project.

6. The Town, at its sole expense, shall administer the design and construction contracts, obtain approval of all plans, and obtain all permits necessary for the completion of the Project.

7. In the event that the Town modifies the scope of the Project, which is generally described herein above and in the Town's "Water Division Application for Stormwater Local Assistance Fund (SLAF) – Stormwater Capital Projects," which was submitted to DEQ for the DEQ Grant (the "Plan"), it shall notify the County of such modification within 14 days of its occurrence. If the scope of the Project's design, in the sole judgment of the County, significantly deviates from the design scope described in the Plan, the Town shall, within 30 days after written notice by the County of such deviation, reimburse to the County the amount of the County Contribution.

8. The Town shall provide to the County a copy of the final site plan for the Project.

9. The Town shall retain all invoices and all records of payments for any and all services rendered for the design, construction, and any related expenses for completion of the Project, and copies of any such invoices and records of payments shall be provided to the County upon request within three business days after such a request.

10. If at any time the Town abandons or otherwise ceases the Project for any reason, the Town shall immediately return any amount of the County Contribution not expended in accordance with this agreement and all invoices and records of payments related to the Project shall be delivered within 14 days of such abandonment or cessation. "Abandon," as used herein, shall include, but not be limited to, the failure to initiate or the termination of the design or construction before the Project's completion.

11. The Town shall timely pay all Project cost overruns.

12. The Town shall complete the Project not later than two years after this agreement is executed.

13. Pursuant to the Cooperative Agreement, the Project shall be part of the Joint Action Plan that is described in paragraphs 15 through 24 of the Cooperative Agreement. If, however, the Project has been completed before the Joint Action Plan is finalized and approved, then the County shall nonetheless be entitled to its proportion of the total pollutant load reduction credits for the Project as will be established under paragraphs 21 through 23 of the Cooperative Agreement.

14. This agreement can only be modified in writing and signed by both parties.

[Signatures appear on following page]

TOWN OF VIENNA

By: Laurie A. DiRocco
Mayor Laurie A. DiRocco

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Mayor Laurie A. DiRocco of the Town of Vienna, this 5th day of June 2015, on behalf of the Town of Vienna.

Melanie J. Clark
Notary Public

My commission expires: 6/30/17
Notary Registration Number: 7290978

MELANIE J. CLARK
NOTARY PUBLIC
REGISTRATION # 7290978
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2017

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By:_____
Edward L. Long Jr., County Executive,
Fairfax County, Virginia

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Edward L. Long Jr., County Executive of Fairfax County, Virginia, on behalf of the Board of Supervisors of Fairfax County, Virginia this _____ day of _____ 2015.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

COOPERATIVE AGREEMENT BETWEEN THE FAIRFAX COUNTY BOARD OF SUPERVISORS AND THE TOWN OF VIENNA TO SHARE CERTAIN STORMWATER SERVICE DISTRICT FEES AND RESPONSIBILITY FOR RELATED SERVICES

This Agreement ("Agreement") is entered into on this ____ day of _____, 2014, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("FAIRFAX" or "County"), the TOWN COUNCIL OF VIENNA, VIRGINIA ("VIENNA" or "Town") (collectively as the "Parties" or "the Governing Bodies").

WITNESSETH:

WHEREAS the Town of Vienna (also referenced herein as "the Town") is located within Fairfax County (also referenced herein as "the County"); and

WHEREAS Fairfax County and the Town of Vienna each maintain, operate, and improve stormwater systems that affect one another; and

WHEREAS FAIRFAX and VIENNA have cooperated with each other to maintain, operate, and improve their collective stormwater systems and wish to continue such cooperation in the future in the best interests of their residents; and

WHEREAS pursuant to Va. Code Ann. § 15.2-2400 (2012), FAIRFAX has established a Stormwater Service District ("Service District), and is authorized, pursuant to Va. Code Ann. § 15.2403(6) (2012) to levy and collect an annual fee upon any property located within such Service District ("the Service District Fee"); and

WHEREAS the Town of Vienna is located within Fairfax County's Service District; and

WHEREAS, pursuant to this Va. Code Ann. § 15.2-2403(6), Fairfax County collects revenues from properties located within the Town of Vienna; and

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2403.3 (2012), by virtue of the Town's maintenance of an MS4 permit and its location within the Service District, the Town is

entitled to any of the Service District Fee revenues collected by Fairfax County within the town; and WHEREAS, the actual amount of revenues collected from the Service District Fee will vary from year to year; and

WHEREAS, each MS4 permit assigns jurisdiction-specific, pollutant-load-reduction requirements for nitrogen, phosphorus, and sediment to address the Chesapeake Bay Total Maximum Daily Load (referred to herein as "TMDL") and requires each MS4-permit jurisdiction to develop a Chesapeake Bay TMDL Action Plan to demonstrate how reductions will be achieved and tracked in the respective MS4-permit jurisdiction; and

WHEREAS, while each MS4-permit jurisdiction is ultimately responsible for compliance with its MS4 permit, MS4 permits allow and encourage cooperation and coordination among permit holders, and such cooperation and coordination can mutually benefit MS4-permit jurisdictions through more effective and cost-efficient protection of water resources in each jurisdiction; and

WHEREAS, VIENNA or FAIRFAX may terminate this Agreement as set forth by the terms herein if, pursuant to applicable law, either locality chooses not to participate under this Agreement or chooses not to share the Stormwater Service District Fees; and

WHEREAS FAIRFAX and VIENNA have determined and agreed that the best interests of each locality's residents are fulfilled if FAIRFAX and VIENNA share the Service District Fees collected by FAIRFAX from properties within VIENNA to assist VIENNA in maintaining, operating, and improving VIENNA's stormwater system to achieve the goals of effective regional water quality improvement and local initiatives in these localities;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, so long as FAIRFAX continues to administer the Service

District in FAIRFAX that encompasses VIENNA and so long as VIENNA qualifies to receive the Service District Fees collected by FAIRFAX from properties within VIENNA, FAIRFAX and VIENNA agree as follows:

1. FAIRFAX and VIENNA will continue to engage in a coordinated approach to maintaining and operating their respective stormwater systems throughout the incorporated and unincorporated parts of FAIRFAX. Moreover, FAIRFAX and VIENNA will engage in a coordinated approach for future improvements to their respective stormwater systems.

2. This Agreement's duration shall be for one fiscal year and shall renew at the beginning of each fiscal year thereafter unless terminated pursuant to the terms set forth herein below. For the purposes of this Agreement, "fiscal year" shall mean Fairfax County's fiscal year, which, at the time of the execution of this agreement, ends on June 30.

3. This Agreement's purpose is to set forth how the Parties shall share revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within VIENNA, and the respective obligations of the Parties with respect to the stormwater management services described herein.

STORMWATER FEE REVENUE SHARING

4. FAIRFAX shall collect all revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within the Town of Vienna

5. Revenues actually collected throughout the Service District are referred to herein as "STORMWATER FEE REVENUES."

6. At the end of each fiscal year, FAIRFAX shall calculate the total amount of stormwater fee revenues that were actually collected from properties within VIENNA separately

from the amount of stormwater fee revenues collected elsewhere in FAIRFAX (the "VIENNA STORMWATER FEE)."

7. On or before October 30th of each fiscal year, FAIRFAX shall estimate the anticipated VIENNA STORMWATER FEE for that year, and shall pay to VIENNA an amount equal to twenty-five percent (25%) of the estimated VIENNA STORMWATER FEE for that fiscal year, rounded to the nearest penny (the "PAID VIENNA REVENUES)."

8. The Parties acknowledge and agree that PAID VIENNA REVENUES may be more or less than the amount that is actually due and owing to VIENNA, and which amount is calculated at the end of each fiscal year.

9. If the PAID VIENNA REVENUES for a particular fiscal year are determined to have been less than 25% of the actual VIENNA STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall pay VIENNA the difference between the PAID VIENNA REVENUES and 25% of the VIENNA STORMWATER FEE actually collected for that fiscal year. FAIRFAX shall pay this difference at the same time as it pays the next fiscal year's PAID VIENNA REVENUES.

10. If the PAID VIENNA REVENUES for a particular fiscal year are determined to have been more than 25% of the actual VIENNA STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall deduct the difference between the PAID VIENNA REVENUES and 25% of the VIENNA STORMWATER FEE actually collected for that fiscal year from the amount that FAIRFAX pays for the next fiscal year's PAID VIENNA REVENUES.

11. Once FAIRFAX has determined the amount of the actual VIENNA STORMWATER FEE, which shall occur within 90 days of the fiscal year end, FAIRFAX shall

forward this amount to the Town's Mayor in writing ("FINAL ACCOUNTING"). If VIENNA disputes the amount of the FINAL ACCOUNTING, then within 30 days of the Mayor's receipt of this FINAL ACCOUNTING, VIENNA, or its designee, shall state the complete factual basis for any such dispute in writing to the Fairfax County Executive, and the PARTIES shall endeavor in good faith to resolve any such dispute. Upon the resolution of any such dispute, or if VIENNA fails to dispute the amount of the FINAL ACCOUNTING within 30 days of the Mayor's receipt thereof, then VIENNA shall be deemed to have accepted payment of the respective fiscal year's PAID VIENNA REVENUES, and VIENNA waives any right to and shall not request from FAIRFAX the 75% balance of VIENNA STORMWATER FEE for that fiscal year. VIENNA's waiver of any such balance, however, is conditioned upon FAIRFAX's obligations to VIENNA pursuant to this Agreement.

12. Pursuant to Va. Code Ann. § 15.2-2403.3 VIENNA shall expend the PAID VIENNA REVENUES only for costs directly related to VIENNA's stormwater systems and not for non-stormwater-system costs, such as public safety, schools, or road maintenance.

13. Under this Agreement, VIENNA is not required to expend any of the PAID VIENNA REVENUES within any specific amount of time. This Agreement does not affect any other authority that VIENNA might have to carry over revenues from year-to-year or to expend revenues in one fiscal year when the revenues were collected in a previous fiscal year.

14. If, at any time in the future, VIENNA becomes unincorporated or ceases to qualify to receive PAID VIENNA REVENUES for any reason or terminates its stormwater program or ceases to maintain its stormwater systems, none of the previously PAID VIENNA REVENUES shall be expended for anything other than the maintenance, operation, and improvement of VIENNA's stormwater systems. If any such amounts are returned to FAIRFAX

they may be used for other qualified uses in the Service District as FAIRFAX, or its designee, in its or his sole discretion, deems appropriate.

JOINT CHESAPEAKE BAY TMDL ACTION PLAN AND ADVISORY COMMITTEE

15. In accordance with their respective MS4 permits, FAIRFAX and VIENNA will develop a Joint Chesapeake Bay TMDL Action Plan (referred to herein as the "Joint Action Plan") in lieu of each locality establishing its own Chesapeake Bay TMDL Action Plan. The Parties agree that the Town of Herndon, Virginia, or any other Virginia locality may participate in the Joint Action Plan.

16. Fairfax County will implement and maintain the Joint Action Plan in a manner that is sufficient to ensure that both FAIRFAX and VIENNA comply with their respective MS4 permit obligations.

17. Consistent with the Parties' respective MS4 permits, the Joint Action Plan shall be developed and implemented as follows:

a. Each governing body, or its designee, shall select representatives to establish a Joint Action Plan Advisory Committee (hereinafter referred to as the "Advisory Committee").

b. Representatives from the Town of Herndon, Virginia, or any other Virginia locality may also participate in the Advisory Committee. Any such representatives shall also be selected by his or her respective governing body, or its designee.

c. Regardless of the number of representatives appointed by each governing body, each locality will have one vote on the Advisory Committee.

d. The Advisory Committee shall develop an initial Joint Action Plan, which is defined and described below, and review any subsequent amendments or updates thereto.

e. Decisions, conclusions, and recommendations set forth in the Joint Action Plan shall be made via a simple majority vote of the Advisory Committee's members.

f. The Parties acknowledge and agree that the Joint Action Plan is intended only as a guidance document, and FAIRFAX is not bound or obligated to implement any of its provisions. Accordingly, the Advisory Committee shall send the Joint Action Plan, once finalized, to the Director of the Fairfax County Department of Public Works and Environmental Services ("DPWES"), or his designee(s) ("the Director"), who shall be authorized, in his sole discretion, to receive the Joint Action Plan as submitted or make any modifications, changes, or amendments thereto.

g. The Director shall then forward the final version of the Joint Action Plan to the respective governing bodies for formal adoption.

h. FAIRFAX and VIENNA must formally adopt the Joint Action Plan in accordance with the approval procedures established by each locality in accordance with its MS4 permit. Any subsequent amendments or changes to the Joint Action Plan shall be approved in the same manner.

i. Once the Parties adopt a final Joint Action Plan, FAIRFAX shall cause the Joint Action Plan to be sent to the Virginia Department of Environmental Quality and/or any other appropriate state or federal government agency that regulates the localities' MS4 permits (referred to herein as "DEQ").

j. In the event that each locality does not adopt the Joint Action Plan, then this Agreement shall automatically cease, and each Party shall be solely responsible for all of its stormwater and MS4 permit obligations. Upon such termination, FAIRFAX will pay to VIENNA the entirety of the VIENNA STORMWATER FEE for that fiscal year, but the balance of any fees for prior fiscal years will be deemed waived by VIENNA.

18. The Joint Action Plan shall include the following:

a. Establish the total nitrogen, phosphorus, and sediment load reductions required for all participating localities.

b. Establish the percentage of the total load reductions for which each locality will be responsible.

c. Set forth an annual date upon which VIENNA will provide FAIRFAX with a list of projects to be considered for implementation. Before submitting any such project, VIENNA will thoroughly investigate and analyze each project to ensure that any such project is feasible.

19. Pursuant to the Joint Action Plan, the Director will send a proposed list of projects to the Mayor of VIENNA or her designee.

20. Within 30 days of the Mayor's receipt of this list, VIENNA shall provide comments and suggestions regarding each project, its timing, and its costs for implementation, lifetime maintenance, and replacement. If VIENNA provides any comments or suggestions, the Director, in his sole discretion, shall fully consider any such comments, and may, but shall not be obligated to implement or adhere to them. In the event that a dispute exists regarding implementation of any project on the Joint Action Plan, the Parties shall endeavor in good faith to resolve any such dispute, but final authority for the implementation of any such projects rests solely with Fairfax County and the Director.

21. FAIRFAX shall be solely responsible for implementing projects in accordance with the Joint Action Plan. Where FAIRFAX deems appropriate, FAIRFAX shall request that VIENNA agree to a project's design that might set forth the maintenance and replacement obligations for each locality for a particular project. The Parties may also have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects, facilities, and other funding.

22. Whether the project or facility is located within the Town of VIENNA or elsewhere within Fairfax County, each locality will receive a credit that is in proportion to the percentage of the total load reductions that is established for each locality in the initial Joint Action Plan. This percentage will remain constant regardless of whether the actual total load reductions change over time. For completed projects and facilities, a locality's receipt of this percentage share of credit shall survive any termination of this Agreement unless otherwise agreed to by the Parties.

23. By mutual Agreement, FAIRFAX may purchase VIENNA's percentage share of credit related to any such project or facility.

24. FAIRFAX will prepare an annual report that details the activities associated with the Joint Action Plan. The report will provide sufficient detail so that each locality may use it to meet their respective MS4 permit reporting obligations to DEQ. Fairfax will provide the report annually no later than one month prior to the date it is due to DEQ.

OTHER NON-CHESAPEAKE-BAY TMDL ACTION PLANS

25. FAIRFAX will be responsible for developing any of VIENNA's non-Chesapeake-Bay TMDL action plans that are required by VIENNA's MS4 permit. FAIRFAX will develop any such Action Plans on a schedule that is in accordance with VIENNA's MS4 permit.

26. The Advisory Committee or other joint planning committee agreed to by FAIRFAX and VIENNA may guide the development of an Action Plan for any other TMDLs.

27. FAIRFAX and VIENNA must formally adopt any such Action Plan for any other TMDLs. Formal adoption of an Action Plan for any other TMDLs or subsequent amendments or updates shall be subject to the approval procedures established by each locality in accordance with its MS4 permit.

28. FAIRFAX will be responsible for implementing individual elements of any such Action Plan for any other TMDLs unless the Action Plan states otherwise. The Parties may also have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects, facilities, and other funding.

STAFF TRAINING

29. Without any additional invitation or payment, VIENNA's staff may attend MS4 or Virginia Stormwater Management Plan industrial stormwater permit-related training programs that are conducted or hosted by FAIRFAX. FAIRFAX will provide VIENNA with at least one-month's advance notice of such training opportunities.

TERMINATION

30. In addition to a termination by a refusal to adopt the Joint Action Plan, either Party may terminate this Agreement by resolution of that Party's governing body. Any such resolution shall be at a public meeting noticed in writing to the VIENNA Mayor or, as applicable, the Fairfax County Executive at least three weeks in advance of any such meeting. After any such resolution, the terminating Party shall promptly inform the Mayor or the County Executive, as applicable. The termination shall be effective no earlier than the end of the fiscal year in which the governing body's vote for the resolution for the termination occurs.

31. If this Agreement is terminated by either party, VIENNA shall have responsibility to maintain and replace any facility that is located within VIENNA and shall assume all liability for such facility. Unless otherwise agreed to by the Parties, VIENNA shall not have any liability or responsibility for any facility that is located outside of VIENNA and that was developed and implemented under this Agreement.

ADDITIONAL PROVISIONS

32. This Agreement is integrated and contains all provisions of the agreement between the parties.

33. In the event of a conflict between any term(s) of this Agreement and either of the Parties' MS4 permits or other permit requirements, either Party's respective permit provision(s), shall control.

34. Any provision or term of this Agreement may be modified only by a writing that is approved by resolution at a public meeting of each of the localities' respective governing bodies.

35. This Agreement shall be binding on the Parties' respective agencies, employees, agents, and successors-in-interests.

36. This Agreement shall not be assigned by either of the Parties unless both of the Parties agree to such an assignment in writing.

37. Nothing in this Agreement otherwise limits the respective regulatory and police powers of the Parties.

38. The Parties agree that nothing in this Agreement creates a third-party beneficiary. The Parties also agree that this Agreement does not confer any standing or right to sue or to enforce any provision of this Agreement or any other right or benefit to any person who is not a

party to this Agreement, including but not limited to a citizen, resident, private entity, or local, state, or federal governmental or public body.

39. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

40. This Agreement shall be governed by Virginia law, and any litigation relating to this Agreement shall be brought and/or maintained only in the Circuit Court of Fairfax County, Virginia.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their signatures below.

[Signatures appear on the following pages.]

TOWN OF VIENNA

By: M Jane Seeman
Mayor M. Jane Seeman

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by M. Jane Seeman of the Town of VIENNA, this 24th day of January 2014 on behalf of the Town of VIENNA.

Melanie J Clark
Notary Public

My commission expires: June 30, 2017
Notary Registration Number: 7290978

MELANIE J. CLARK
NOTARY PUBLIC
REGISTRATION # 7290978
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2017

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Edward L. Long Jr.
County Executive
Fairfax County, Virginia

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Edward L. Long Jr. of the County Executive, on behalf of the Board of Supervisors of Fairfax County, Virginia this 1st day of April 2014.

CHAMAYNE ROLON
NOTARY PUBLIC
REG # 7513251
COMMISSION EXPIRES 2/29/2016
COMMONWEALTH OF VIRGINIA

_____
Notary Public

My commission expires: 2/29/16
Notary Registration Number: 753251

Approved as to form: _____
Office of the County Attorney
Fairfax, Virginia

Board Agenda Item
July 28, 2015

ACTION - 5

Authorization for the County Executive to Execute the National Capital Region Water and Wastewater Mutual Aid Agreement

ISSUE:
Board authorization is needed for the County Executive to execute the National Capital Region Water and Wastewater Mutual Aid Agreement among Fairfax County and heads of the member utilities within the National Capital Region for requesting assistance and providing such assistance during natural or man-made emergencies.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the County Executive to execute the attached National Capital Region Water and Wastewater Mutual Aid Agreement.

TIMING:
Routine.

BACKGROUND:
The National Capital Region Water and Wastewater Mutual Aid Agreement (Mutual Aid Agreement) is an agreement among regional wastewater utilities that formalizes the processes by which signatories can request, receive, and provide assistance in the event of natural or human-caused disaster that results in an Emergency, State of Emergency, or Water Emergency.

The Mutual Aid Agreement is implemented under the authority of the federal Intelligence Reform and Terrorism Protection Act of 2004, Public Law 108-458, Section 7302, as amended, and is intended to supplement the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope. The Washington Metropolitan Council of Governments staff provides support for administrative maintenance of the agreement. Fairfax County owns and operates wastewater facilities, is responsible for wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in the Mutual Aid Agreement. Execution of the Mutual Aid Agreement enables Fairfax County to request assistance from, or offer to provide assistance to, other participating utilities. Assistance is provided subject to the terms and conditions of the agreement.

Specifically, when aid is rendered under the agreement, the management of the emergency response is governed by the National Incident Management System (NIMS), which describes specific operational relationships in management of an incident. The Mutual Aid Agreement further provides that the County may withdraw from the Agreement without penalty and upon 30 days written notice. Also, the County is under no obligation to agree to provide assistance when it is requested, and may, at any time, partially or entirely withdraw its assistance. When providing assistance, County personnel will remain under command of County leadership. However, services rendered by County personnel will be coordinated with the requesting signatory and consistent with the NIMS command structure. While providing services in neighboring jurisdictions, County personnel will enjoy the same immunity from liability they possess within their own boundaries. Any alleged breach of the Agreement shall first be resolved by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association.

FISCAL IMPACT:
None. There is no cost associated with executing this Mutual Aid Agreement. In the event that assistance is provided, the requesting utility will reimburse the assisting utility's costs, as provided in the agreement, unless mutually agreed otherwise.

ENCLOSED DOCUMENTS:
Attachment 1 - National Capital Region Water and Wastewater Mutual Aid Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, Stormwater and Wastewater Management, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

NATIONAL CAPITAL REGION WATER AND WASTEWATER MUTUAL AID AGREEMENT

I. INTRODUCTION

This Mutual Aid Agreement (Agreement) is made and entered into on _____ by the Signatories of this Agreement responsible for water supply and wastewater management within the National Capital Region (NCR). It is implemented under the authority of the federal Intelligence Reform and Terrorism Protection Act of 2004, Public Law 108-458, specifically Section 7302, as amended, authorizing the establishment of mutual aid agreements in the National Capital Region.

1. Authority: This Agreement has been executed by the heads of the signatory water and wastewater agencies or authorities, who have in turn been authorized to do so by their respective governing bodies. By execution of this Agreement document, the signatory representatives certify that they have been so authorized.

2. Role of Metropolitan Washington Council of Governments (COG): The Metropolitan Washington Council of Governments participates in activities covered by this Agreement as staff support for administrative maintenance of the Agreement, not as a signatory. It may also assist Signatories in coordinating initial requests for mutual aid assistance. It is not envisioned that COG will be a required intermediary in arranging the details of mutual aid delivery, or in reimbursement efforts. These arrangements will be handled by the individual Signatories.

3. Withdrawal: An agency or authority Signatories to this Agreement may withdraw from participation in the Agreement by written notification, upon 30 days notice. Withdrawal from this Agreement shall in no way affect a Requesting Signatory's duty to reimburse a Responding Signatory for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

4. Intrastate Assistance and EMAC: Nothing in this Agreement is intended to interfere with Signatory's ability to request assistance or provide assistance under a state emergency management process, either within the state or out-of-state as part of the Emergency Management Assistance Compact (EMAC) process.

5. Resource Inventory: Signatories to this Agreement, upon signing, shall provide an inventory of equipment resources and staff provisions to a centrally managed, annually-updated database accessible by all Signatories. Upon request of the Signatories, and with appropriate financial support, COG will manage such database under such security provisions as may be agreed upon by the Signatories.

II. DEFINITIONS

In addition to the definitions set out below, the definitions included in the Intelligence Reform Act are incorporated by reference into this Agreement.

"Authorized Official" - An individual that is authorized by the Signatory's governing body or senior management (e.g. executive director or general manager, etc.) to request assistance or offer assistance under this Agreement.

"Emergency"- An Emergency may be declared by the President of the United States or authorized representative of the federal government. A State of Emergency may be declared by the Governor of Maryland or Virginia or the Mayor of the District of Columbia, or such person delegated such authority pursuant to the respective laws of Maryland, Virginia, or the District of Columbia, or may be declared by the Authorized Official of any local jurisdiction within the service area of any of the signatory parties hereto. A Water Emergency, as defined herein, may be declared by the Chief Operating Officer of a water or wastewater utility operating within the NCR. When an Emergency, State of Emergency, or Water Emergency exists within the boundaries of any of the parties hereto, as the result of, or due to the imminence of fire, flood, epidemic, war, internal disorder, act of terrorism, or other natural or human-caused disaster, the party or parties initially impacted shall notify other parties to this Agreement of such Emergency State of Emergency, or Water Emergency, and, if necessary or desirable its need for assistance. Assistance shall be rendered according to the procedures established and agreed to by the parties to this Agreement. Each party shall designate its appropriate Authorized Official or Officials who are empowered to request assistance, or agree to provide assistance, under this Agreement. As used here after, the term "emergency" will include a Water Emergency.

"Homeland Security Presidential Directive-5 (HSPD-5)" - A Presidential directive issued on February 28, 2003 and intended to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

"Intelligence Reform Act" - The Intelligence Reform and Terrorism Protection Act of 2004, Pub. L. 108-458, Section 7302, 118 Stat. 3638, 3840, as it may be amended from time to time.

"Signatory" - Any public Water or Wastewater agency or authority that manifests intent to participate in Water and Wastewater Mutual Aid by executing this Agreement.

"National Incident Management System (NIMS)" - A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. Its provisions are documented in FEMA Document 501, March 1, 2004, as it may be amended from time to time. NIMS includes utilization of the defined Incident Command System, which describes specific operational relationships in

management of an incident, including designation of an Incident Commander and supporting staff structure.

“Period of Assistance” - A specified period of time when a Responding Signatory assists a Requesting Signatory. The period commences when personnel, equipment, or supplies depart from a Responding Signatory’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period.

"Public Service Event" - A Public Service Event may be certified by any of the Authorized Officials referenced in Paragraph 2 herein. A Public Service Event may be a one-time, discrete event, not reaching the nature or criteria requiring the declaration of an Emergency or State of Emergency, but still requiring inter-jurisdictional support and assistance. The activities or situations giving rise to Public Service Events often are known in advance, affording the parties the ability to specifically plan for inter-jurisdictional mutual aid to be requested and afforded. Public Service Events may also be recurrent activities, where the provision of inter-jurisdictional assistance expedites the response to a particular need or fills in temporary gaps in the service of the requesting jurisdiction. Once the nature and general definition of such recurrent public service events is certified by an Authorized Official, the actual request for response may be made in the normal course of activity by delegated subordinates. Assistance shall be rendered according to the procedures established and agreed to by the parties to this Agreement. Each party shall designate its appropriate Authorized Official or Officials who are empowered to request assistance under this Agreement.

“Requesting Signatory” - A Signatory who requests assistance under this Agreement.

“Responding Signatory” - A Signatory that responds to a request for assistance under this Agreement.

“Water Emergency” - A natural or manmade event impacting a water or wastewater system, which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Signatory.

III. DESIGNATION OF AUTHORIZED OFFICIALS

1. Introduction: The Signatories recognize that the individuals designated to serve as Authorized Officials will change during the duration of this Agreement and that it would not be practical to amend the Agreement every time this authority is granted or withdrawn from an individual. Therefore, this Agreement requires each Signatory to identify at least one initial Authorized Official and sets out the procedure for notifying Signatories when the authority to act as an Authorized Official is given to or withdrawn from an individual.

2. Initial Designation: When an agency or authority becomes a Signatory in this Agreement, that agency or authority shall provide a letter identifying anyone initially authorized to serve as an Authorized Official. This letter shall be sent to COG for dissemination to the other Signatories. There may be more than one initial designation for an agency or authority.

3. Changes in Designation: Each Signatory shall notify the other Signatories and COG when a person is designated as an Authorized Official or is no longer an Authorized Official. This notice shall be given in writing *except* that when it would not be practicable to give advance written notice, the notice may be given by facsimile or e-mail, and confirmed in writing.

4. Multiple Authorized Officials: If more than one person is designated as an Authorized Official for an agency or authority, each may be considered fully authorized to act for the agency or authority in requesting or agreeing to provide assistance under this Agreement. Authorized Officials will have the responsibility for expedient notification of other Authorized Officials within their Signatory agency or authority of requests for assistance they have made or assistance they have agreed to provide.

5. Contact information: Communications regarding the designation of Authorized Officials or changes in Authorized Officials shall include contact information for 24-hour access.

IV. MAKING AN ASSISTANCE REQUEST

1. Initiating an Assistance Request: In the event of an Emergency, Water Emergency or a Public Service Event, a signatory's Authorized Official may request mutual aid and assistance from another participating signatory. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the potential Responding Signatory. The potential Responding Signatory is under no obligation to agree to provide assistance, and may make that determination based on current considerations of its own operations.

The initial assistance request may be initiated via a group process (e.g., e-mail, conference call, group meeting, etc.), but must conclude with bilateral understanding between Signatories incorporating the specific parameters identified in item (2) below. Upon request, COG will assist Signatories in coordinating initial requests for mutual aid assistance (e.g. setting up initial conference calls).

2. Initial Assistance Request Parameters: The initial assistance request will be accomplished in communication between Authorized Officials of a Requesting Signatory and any potential Responding Signatories. This communication will establish:

(a) the general scope of the requested assistance (including whether the request is for staff support, equipment, materials, etc.),

(b) the anticipated Period of Assistance,

(c) whether the potential Responding Signatory is agreeing to assist,

(d) whether reimbursement is anticipated, and

(e) the identification and contact information for the staff personnel for each Signatory who will coordinate the details of the assistance. (For the Requesting Signatory, this will include identification of the Incident Commander, and if they have been designated, the Planning Section Chief, the Logistics Section Chief and the Finance/Administration Section Chief.)

The above parameters should be documented in writing. To facilitate this, an Initial Request Documentation Form and other federal forms for documenting reimbursement are provided in Appendix A.

3. Assistance Request Cancellation: A Requesting Signatory may cancel a request for assistance at any time by providing notice of the cancellation to the Signatories from whom assistance was requested. Any method reasonably expected to provide notice of the cancellation to the affected Signatories is acceptable, including but not limited to telephone, radio communications, e-mail or correspondent, provided that any oral request shall be confirmed as soon as practicable in writing or by e-mail.

V. IMPLEMENTATION OF MUTUAL AID OPERATIONS

1. National Incident Management System: When providing assistance under this Agreement, under an Emergency declared by the President of the United States, a Governor of Maryland or Virginia, the Mayor of the District of Columbia, or their authorized designees, or the Authorized Official of any local jurisdiction within the service area of any of the signatory parties hereto, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

2. Control: Responding Signatory personnel shall remain under the direction and control of the Responding Signatory. The Responding Signatory's designated supervisor shall coordinate response activities with the Incident Command structure of the Requesting Signatory. The designated supervisor shall have the right and duty to refuse directions which the supervisor considers to be unsafe, contrary to law, or significantly not in accordance with the general scope of assistance agreed to by the Authorized Officials.

3. Food and Shelter: Whenever practical, the Requesting Signatory will provide food and shelter for Responding Signatory personnel. However, it is recognized that this may not be practical in exigent conditions, in which case the Responding Signatory's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for the Requesting Signatory's area. The Requesting Signatory will be responsible for reimbursing the Responding Signatory for costs associated with providing food and shelter, if agreed to in advance per the Initial Request Documentation Form (Appendix) or the like.

4. Communication: The Requesting Signatory shall provide Responding Signatory personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

5. Status: Unless otherwise provided by law, the Responding Signatory's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

6. Licenses and Permits: To the extent permitted by law, Responding Signatory personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

7. Safety: Staff of the Responding Signatory shall comply with standard safety procedures of the Responding Signatory and with any safety Agreements for the incident issued by the Incident Command organization of the Requesting Signatory and provided to the Responding Signatory. The supervisor of the Responding Signatory will review incident specific safety Agreements, and if there are significant conflicts between the safety Agreement and the standard safety procedures of the Responding Signatory, these will be expediently brought to the attention of the Requesting Signatory safety officer for resolution.

8. Equipment: The Responding Signatory shall only provide equipment that it reasonably believes to be in good working order and appropriate for the expected use of the equipment. If the equipment is provided with personnel to operate it, maintenance of the equipment shall be the responsibility of the Responding Signatory. If support personnel are not provided, the Responding Signatory shall provide appropriate preventive maintenance instructions, which the Requesting Signatory shall be responsible for implementing.

9. Identification: Staff from a Responding Signatory shall be equipped with personal identification from that Signatory, and shall wear apparel that identifies the Responding Signatory. Vehicles provided will also be labeled with visual identification of the Responding Signatory.

10. Liability to Third Parties: The services performed pursuant to this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the localities, their officials and their employees within its boundaries shall extend to its participation in providing mutual aid and engaging in training and exercises inside and outside its boundaries. Litigation asserting liability hereunder must comport with the provisions of Section 7302(d) of the Intelligence Reform and Terrorism Prevention Act of 2004, as amended. Nothing herein shall abrogate any immunity which may exist by statute or at common law. Where litigation asserting liability hereunder alleges joint liability among parties hereto from different states, the parties will meet to discuss and cooperate in the defense or settlement of such litigation.

11. Termination of Assistance: Normally, the assistance will be terminated upon determination of the Incident Commander that it is no longer required to address the needs of the incident, and the Responding Signatory's team will be demobilized according to NIMS procedures. However, the Responding Signatory's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Signatory's Authorized Official as soon as possible and withdrawal of assistance will be coordinated in the field with the Requesting Signatory's Incident Command staff.

VI. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Signatory shall reimburse the Responding Signatory for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance. In the event of a federally declared emergency, and where reimbursement is expected, the Requesting Signatory is responsible for reimbursing the Responding Signatory, but may request FEMA reimbursement.

1. Personnel: Responding Signatory personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Signatory designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Signatory reimbursement to the Responding Signatory must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

2. Equipment: The Requesting Signatory shall reimburse the Responding Signatory for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Signatory uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Signatory must provide such rates in writing to the Requesting Signatory prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

3. Materials and Supplies: The Requesting Signatory must reimburse the Responding Signatory in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Signatory must not charge direct fees or rental charges to the Requesting Signatory for other supplies and reusable items that are returned to the Responding Signatory in a clean, damage-free condition. Reusable supplies that are returned to the Responding Signatory with damage must be treated as expendable supplies for purposes of cost reimbursement.

4. Payment Period:
The Responding Signatory must provide an itemized bill to the Requesting Signatory for all expenses incurred by the Responding Signatory while providing assistance under this Agreement. The Responding Signatory must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Signatory may request additional periods of time within which to submit the itemized bill, and Requesting Signatory shall not unreasonably withhold consent to such request. The Requesting Signatory must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Signatory may request additional periods of time within which to pay the itemized bill, and Responding Signatory shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Signatory.

5. Records - Each Responding Signatory and their duly authorized representatives shall have access to a Requesting Signatory's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Signatory and their duly authorized representatives shall have access to a Responding Signatory's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

VII. DISPUTE PROVISION

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Signatories shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

VIII. CONFIDENTIAL INFORMATION

To the extent provided by law, any Signatory or Associate Signatory shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Signatory, Associate Signatory, third party or other entity requests or demands, by subpoena or otherwise, that a Signatory or Associate Signatory disclose any Confidential Information disclosed under this Agreement, the Signatory or Associate Signatory shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

IX. PERIODIC REVIEWS

Annually on the approximate anniversary of the effective date of the Agreement, the COG will coordinate a review and update of the Agreement by the Signatories. This review and update will include the following components:

1. Activities Review: A listing of assistance provided under the auspices of the Agreement between Signatories for Water Emergencies and Public Service Events. This will include a brief summary of the incident and the nature of the assistance provided. This review will include a brief description of any joint training activities undertaken by multiple Signatories for the purpose of promoting increased effectiveness of assistance under the Agreement.

2. Authorized Official Information Update: Redesignation of existing Authorized Officials or designation of new Authorized Officials, including provision of 24-hour contact information.

3. Resource Inventory: Updated listing by each Signatory of resources that would be most likely to be shared under the Agreement, including the anticipated cost reimbursement rates. This listing, which is not envisioned to be comprehensive, would include:

(a) Deployable personnel teams,
(b) Field or other equipment,
(c) Material stockpiles and expendables.

4. Proposed Agreement Revisions: Proposals by Signatories of revisions which might be made to the Agreement, or to related regional agreements, for enhanced mutual aid assistance and coordination.

X. AGREEMENT MODIFICATIONS AND SUPPORTING ANNEXES

1. This Agreement may be modified upon agreement of the Signatories. Upon receipt of a proposed modification from a Signatory, COG will facilitate a timely exchange of information and viewpoints on the proposed modification with the objective of obtaining agreement of the Signatories for adoption or rejection by a time certain. Specific modification to the Agreement document will be accomplished on the basis of receipt by COG of written affirmation of the proposed change by at least two thirds of the Signatories. Once a non-approving Signatory is informed by COG or by another Signatory that the amendment has been approved by a two-thirds vote, the amendment will go into effect after 90 days, and the non-approving Signatory will be deemed to have withdrawn from the Agreement.

2. As deemed appropriate to expedite operations under this Agreement, supporting annexes may be developed. Such annexes would be expected to cover such topics as the management, maintenance and operation of shared resources acquired for the region (e.g. mobile response laboratories, etc.) or standard procedures for anticipated recurrent activities. These annexes may be proposed by any Signatory or by COG, and will be reviewed and adopted based on consensus of the Signatories, consistent with the paragraph 1 above.

XI. SEVERABILITY PROVISION

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XII. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS OR BENEFITS

This Agreement is for the sole benefit of the Signatories and no person or entity may have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

XIII. EXECUTION

This Agreement and any amendments thereto may be executed in duplicate originals and filed with COG. The Agreement shall be considered in effect upon its execution by two qualifying agencies or authorities.

IN WITNESS WHEREOF, the parties have executed this Agreement and, by so doing, certify that the respective officials executing this Agreement on their behalf have been duly authorized to enter into this National Capital Region Water and Wastewater Mutual Aid Agreement.

Water/Wastewater System: _____

By: _____

Date: _____

APPENDIX A: Reimbursement Forms

INITIAL REQUEST DOCUMENTATION FORM
NCR WATER AND WASTEWATER MUTUAL AID NETWORK

Date: _____

Requesting Signatory: _____
Authorized Official: _____

Responding Signatory: _____
Authorized Official: _____
☐ **Agreed**

☐ **Staff Support: _____**
_____
_____

☐ **Equipment: _____**
_____

☐ **Material: _____**
_____
_____

Reimbursement Expected: ☐ **Yes** ☐ **No**
Note: Reimbursable costs are to be tracked by the Responding Signatory and invoiced consistent with current FEMA procedures, as provided in Agreement section VI.

Anticipated Period of Time of Assistance: _____

Designated implementing staff:
Requesting Signatory:
Incident Commander: _____
Contact Info: _____
Support Command Staff:_____
_____

Responding Signatory:
_____
Contact Info: _____

Notes: _____
_____

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

O.M.B. No. 1660-0017
Expires October 31, 2008

PROJECT WORKSHEET

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DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA-_____-DR-___				

DAMAGED FACILITY	WORK COMPLETE AS OF
	_____ : _____ %

APPLICANT	COUNTY

LOCATION	LATITUDE	LONGITUDE

DAMAGE DESCRIPTION AND DIMENSIONS

SCOPE OF WORK

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☐ No

Special Considerations issues included? ☐ Yes ☐ No Hazard Mitigation proposal included? ☐ Yes ☐ No

Is there insurance coverage on this facility? ☐ Yes ☐ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST ▶	

PREPARED BY	TITLE	SIGNATURE
APPLICANT REP.	TITLE	SIGNATURE

FEMA Form 90-91, FEB 06 REPLACES ALL PREVIOUS EDITIONS.

FEMA forms: http://www.fema.gov/government/grant/pa/forms.shtm

FEMA equipment rates: http://www.fema.gov/government/grant/pa/eqrates.shtm

Board Agenda Item
July 28, 2015

ACTION - 6

Approval of FY 2015 Year-End Processing

ISSUE:
Board approval to allow staff to process payment vouchers for items previously approved and appropriated in FY 2015. In addition, this item is to inform the Board that no General Fund agencies, County other funds, or School Board funds require an additional appropriation for FY 2015.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize staff to process payment vouchers for items previously approved and appropriated in FY 2015 for the interim period from July 1 until the Board approves the *FY 2015 Carryover Review*, which is scheduled for action on September 22, 2015.

TIMING:
Board approval is required on July 28, 2015, since the *FY 2015 Carryover Review* is not scheduled for Board action until September 22, 2015.

BACKGROUND:
The *FY 2015 Carryover Review* is scheduled for final action on September 22, 2015 following a public hearing. In the interim, Board approval is requested to allow staff to process payment vouchers for items previously approved and appropriated in FY 2015 such as capital construction projects, grant-funded programs, and capital equipment purchases for the period of July 1 to September 22, 2015, or until final action is taken on the *FY 2015 Carryover Review*. Similar action has been taken in prior years as part of the year-end closeout.

It should be emphasized that no County agency or fund or School Board fund exceeded its appropriation authority in FY 2015. This is directly attributable to the outstanding efforts of all department heads in managing their approved allocation.

FISCAL IMPACT:
This item relates to funding for previously appropriated items approved in FY 2015 and carried forward to FY 2016 for payment.

Board Agenda Item
July 28, 2015

ENCLOSED DOCUMENTS:
None.

STAFF:
Joe Mondoro, Acting Chief Financial Officer

Board Agenda Item
July 28, 2015

ACTION - 7

Authorization for the Chairman of the Board of Supervisors to sign the Workforce Innovation and Opportunity Act (WIOA) Title I Grant Award Agreement Between the Virginia Community College System and Local Workforce Development Area 11

ISSUE:
Board authorization is requested to allow the Chairman to sign the Workforce Innovation and Opportunity Act (WIOA) Title I Grant Award Agreement between the Virginia Community College System and Local Workforce Development Area 11.

RECOMMENDATION:
The County Executive recommends the Board authorize the Chairman of the Board to sign the above-referenced Agreement so that the Northern Virginia Workforce Development Area 11 may continue to receive WIOA Title I funds for the purpose of improving job and career options for our area's workers and jobseekers.

TIMING:
Board approval is requested on July 28, 2015. The prior grant award agreement under the Workforce Investment Act (WIA) expired on June 30, 2015.

BACKGROUND:
The Workforce Innovation and Opportunity Act (WIOA), Public Law No. 113-128, was signed into law on July 22, 2014, and in general, took effect on July 1, 2015. WIOA replaced the Workforce Investment Act (WIA) of 1998, and is also designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

The prior grant agreement for Title I WIA funds was approved by the Board on July 31, 2012, and expired on June 30, 2015. Among other things, the WIOA converted Local Workforce Investment Areas (LWIA) into Local Workforce Development Areas (LWDA). The change from WIA to WIOA requires Fairfax County, the Local Workforce Development Area Grant Recipient (LWDAGR), on behalf of the Northern Virginia Workforce Development Area 11 (the Local Workforce Development Area 11 or LWDA 11), to sign a new grant award agreement with the Virginia Community College System, the state workforce development agency. The LWDA is a consortium of seven

jurisdictions that includes the counties of Fairfax, Loudoun and Prince William and the cities of Fairfax, Falls Church, Manassas and Manassas Park. Pursuant to a Consortium Agreement among these jurisdictions that was approved by the Board on July 29, 2014, Fairfax County has been designated as the grant recipient. As the grant recipient, Fairfax County authorizes the transfer of WIOA Title I funds as they are allocated by the Virginia Community College System (VCCS) for use by LWDA 11.

Attached is the Workforce Innovation and Opportunity Act (WIOA) Title I Grant Agreement for LWDA 11 for the period of one year, July 1, 2015 – June 30, 2016. A future agreement reflecting changes resulting from Virginia's State Plan submission to the Department of Labor in early 2016 will be presented to the Board for signature in June 2016.

FISCAL IMPACT:
There is no specific fiscal impact associated with this particular action; however, failure to sign this agreement will prevent LWDA 11 from being in compliance with federal law and from receiving WIOA funds in FY2016. The LWDA 11 WIOA Formula funding award for FY2016 is $4,329,875.

CREATION OF POSITIONS:
No positions will be created.

ENCLOSED DOCUMENTS:
Attachment 1: Workforce Innovation and Opportunity Act (WIOA) Title I Grant Award Agreement Between the Virginia Community College System and Local Workforce Development Area 11.

STAFF:
Nannette M. Bowler, Director, Department of Family Services
Juani Díaz, Director, Self-Sufficiency Division, Department of Family Services
Karen L. Gibbons, Senior Assistant County Attorney

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TITLE I GRANT AWARD AGREEMENT BETWEEN THE VIRGINIA COMMUNITY COLLEGE SYSTEM AND LOCAL WORKFORCE DEVELOPMENT AREA 11

This Agreement is entered into by and between the Virginia Community College System (hereinafter referred to as the VCCS), and **Fairfax County,** the Local Workforce Development Area Grant Recipient (hereinafter referred to as LWDAGR) pursuant to the Chief Local Elected Officials Consortium Agreement, on behalf of the **Northern Virginia Workforce Development Area** (hereinafter referred to as LWDA). The Agreement applies to WIOA Title I funds that are allocated by the VCCS to the LWDAGR for use by the LWDA. This Agreement is effective July 1, 2015 through June 30, 2016 in accordance with Section II and supersedes all other agreements for WIA Title I funds allocated by the VCCS.

SECTION I - PROGRAM PURPOSE

Title I Workforce Development System

WIOA Title I funds are allocated to the LWDAGR for the purpose of improving job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. The three key pillars of this system are:

- One-Stop career centers that provide first-rate customer service to jobseekers, workers, and businesses.
- The demands of businesses and workers drive workforce solutions.
- The workforce system supports strong regional economies where businesses thrive and people want to live and work.

1. Adult and Dislocated Worker Employment and Training Activities

Funding for Adult and Dislocated Worker employment and training activities shall be made in accordance with the Local Plan developed by the **Northern Virginia** Local Workforce Development Board (hereinafter referred to as LWDB) in partnership with the (Consortium of) Chief Local Elected Officials (hereinafter referred to as CLEOs) and submitted to the Governor. The Local Plan has been reviewed and approved in accordance with applicable provisions of the Workforce Investment Act (WIA). For and in consideration of the mutual covenants hereinafter set forth, the VCCS and the LWDAGR agree as follows:

A. Adult Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 132 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the

provisions of Section 133(b)(1)(A). The funds will be made available through the issuance of a VCCS WIOA Notice of Obligation (hereinafter referred to as NOO).

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDA will ensure the provision of local employment and training activities to prepare adults for participation in the labor force.

B. Dislocated Worker Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 131 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(B). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDA will ensure the provision of local employment and training activities to prepare dislocated workers to return to the labor force.

C. One-Stop Delivery System

The LWDB shall, in accordance with Section 121 of the WIOA:

1. Develop and enter into the memorandum of understanding described in Section 121(c) with one-stop partners;
2. Designate or certify one-stop operators under Section 121 (d); and
3. Conduct oversight with respect to the one-stop delivery system in the LWDA.
4. Adult and Dislocated Worker funds shall be used by the LWDA to contribute to the costs of the LWDA's one-stop delivery system as described in Sections 121(h) and 134(c) of the WIOA.

D. Minimum Level of Fiscal Support for Training

In accordance with §§ 2.2-2472.2 *et seq*. of the *Code of Virginia,* the LWDB shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of the WIOA that lead to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. Failure by the LWDB to meet the required training expenditure percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance.

2. Youth Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 126 of the WIOA, funds shall be allocated to the LWDA in accordance with the provisions of

Section 128(b)(1) The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the Local Plan and Section 129 parts (a) and (c) of the WIOA, the LWDA will ensure that a series of comprehensive youth services are available to serve eligible youth seeking assistance in achieving academic and employment success.

SECTION II - SPECIAL TERMS

1. Default on Terms of Agreement

Should the agreement permitted by Section 107 (d)(12)(B)(i) of the WIOA, or any subsidiary agreement among and between the LWDB and the CLEOs be terminated, or there be a claim made of default thereon by any party to the agreement or any subsidiary agreement, then the LWDB Chair or CLEO, as designated in Section 101(6) of the WIOA, shall give written notice of the particulars thereof to the Chancellor of the VCCS. In such event, the VCCS shall have the right to withhold further funding under this Agreement or terminate this Agreement upon such notice as may be reasonable under the circumstances, not in lieu of but in addition to any other remedy available under law if such action is deemed reasonably necessary by the VCCS to carry out its duty under the WIOA and the laws of the Commonwealth of Virginia.

2. Termination for Cause

If, through any cause, the LWDAGR fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the LWDAGR violates any of the covenants, agreements, or stipulations of this Agreement, the VCCS shall thereupon have the right to terminate this Agreement.

In such event, the VCCS shall give written notice to the LWDAGR and the LWDB, specifying the effective date of termination. Written notice shall be given at least thirty (30) days before the effective date of termination. All finished or unfinished documents, data, studies, surveys, and reports prepared under this Agreement shall, at the option of the VCCS, become its property, and upon the exercise of such option shall be delivered by the LWDAGR to the VCCS. In the event of termination, the LWDAGR remains responsible for compliance with the closeout and post-closeout requirements of OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards- Subpart D-Post Federal Award Requirements Standards for Financial Management. The LWDAGR and/or LWDB shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the LWDAGR shall not be relieved of liability to the Commonwealth of Virginia or the VCCS for damages sustained by the VCCS, which

result from any breach of this Agreement by the LWDAGR or LWDB. The VCCS may withhold payments to the LWDAGR until the exact amount of damages due to the VCCS from the LWDAGR is determined, and thereafter until all amounts due have been paid.

3. Discretionary Termination

The LWDAGR's performance under this Agreement may be terminated in whole or in part by the VCCS whenever the VCCS determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be effected in writing by delivery to the LWDAGR of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Notice of termination shall be given at least thirty (30) days before the effective date of termination and may be served upon the LWDAGR and the surety by mail or any other electronic means. Delivery of the notice of termination shall be to any officer or management/supervisory employee of either the LWDAGR or the surety. If no such officer or employee is known or can be found by reasonable inquiry within three (3) business days, the written notice of termination can be posted at the last known address. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery. In no instances shall termination for convenience be effective less than ten (10) business days after the receipt of a certified notice thereof.

After receipt of the Notice of Termination, the LWDAGR shall cancel outstanding commitments covering procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the LWDAGR shall exercise all reasonable diligence to accomplish the cancellation of any outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice of termination. With respect to such canceled commitments the LWDAGR agrees to:

A. Ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability;
B. Settle all outstanding liabilities and all such claims arising out of such cancellation of commitments, or ratify all such settlements; and
C. Assign to the VCCS in the matter, at the time and to the extent directed by the VCCS, all of the rights, titles and interest of the LWDAGR under the orders and contracts so terminated. The VCCS shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Availability of Funds

This Agreement is made subject to the availability of WIOA funds and the allocation thereof by the VCCS. The VCCS shall exert its best efforts to provide the LWDA with timely notice of changes in funding levels produced at the federal level or required by circumstances affecting state allocations.

2. Accountability for Funds

A. The LWDAGR agrees to receive, administer, disburse and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with the terms of the WIOA, direction of the United States Department of Labor (hereinafter referred to as USDOL), or direction of the VCCS. The LWDA agrees to perform the related duties imposed upon it by the WIOA, by the regulations of the USDOL as the same may presently exist or hereafter be amended or enlarged and by duly authorized waivers approved by the USDOL during the period of this Agreement. In accordance with provisions of the WIOA and attendant federal and state regulations, policy, and guidance, by receipt of said funds, the LWDAGR shall be held accountable and liable to the VCCS and USDOL for activities of the LWDB and its subrecipients. The source of any required repayment resulting from disallowance of cost determinations outlined in Section 8 below shall not be federal and/or state funds.

B. All obligations and agreements herein of the LWDA shall be binding upon the LWDAGR, whether or not such obligation or agreement is enforceable against the LWDA. Any failure to comply with any such obligation or agreement shall be construed as a default or breach under this Agreement, and in such event the VCCS shall have all the rights and remedies herein described, notwithstanding that the LWDA may not be a party to this Agreement.

3. Interpretation of Legal Obligation

Pursuant to the agreement between the U.S. Secretary of Labor and the Governor of Virginia, the VCCS reserves the right to interpret the requirements of the WIOA and all implementing regulations consistent with the terms thereof that by this Agreement are applicable to the LWDA. Such interpretations shall be specifically identified as "WIOA Policies and Procedures" and are accessible through the Elevate Virginia website at elevatevirginia.org. The parties shall apply and abide by the WIOA and the policy interpretations issued by the VCCS, as well as all such federal

interpretations issued during the term of this Agreement. The VCCS may review these or any subsequent WIOA interpretation at its own discretion or upon the request of any interested party.

4. Performance Accountability Measures

The LWDA level of performance based on the State adjusted levels of performance shall be negotiated and agreed to by the LWDB, the CLEO, and the Governor of Virginia, as described in Section 116(c) of the WIOA.

5. Internal Organization

The VCCS recognizes the right of the LWDA to make provision among and between the CEOs, the LWDB, and LWDAGR, or fiscal agent, for the division of duties and avoidance of conflict of interest in performing tasks requisite for the proper performance of this Agreement, subject to the provisions of the WIOA and attendant federal and state regulations. The LWDAGR agrees that it shall not, by act of commission or omission, do or fail to do any act that would hinder, frustrate, or delay the performance of this Agreement or any act or duty required hereby.

6. Nonassignability

This Agreement shall not be assignable, in whole or part, by the LWDAGR without the prior written consent of the VCCS; provided, however, that contractors providing intensive services for adults or dislocated workers in accordance with Section 134(d)(3)(B)(ii) of the WIOA, providers of training services in accordance with Section 134(d)(4)(G)(ii) of the WIOA, and contractors providing youth activities under Section 123 of the WIOA may be engaged by the LWDB to provide such services or activities to eligible WIOA participants. In the exercise of the discretion afforded by this provision, the LWDA shall ensure that all purchases comply with federal and state procurement laws and requirements as may be applicable. Whenever the word "contractor" appears in the succeeding provisions of this Agreement, it shall mean such contractors as are permitted by the terms of this Paragraph 6. Any such contract shall be conditioned to secure the benefits of the succeeding provisions to the LWDA and the VCCS.

7. Audit

The LWDAGR shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart F- Audit Requirements. All funds covered by this Agreement and received by the LWDAGR on behalf of the LWDA shall be included in the scope of the LWDAGR's Single Audit. Accordingly, all funds received must be

reflected in the LWDAGR's audit report whether or not the LWDAGR has appointed a fiscal agent to manage funds received on behalf of the LWDA. The scope of the audit need not include activities of state-level partner agencies subject to audit by the Virginia Auditor of Public Accounts (hereinafter referred to as Virginia APA). The LWDAGR shall ensure that the audit report is accessible electronically or submitted to the VCCS upon its completion.

The LWDAGR shall, immediately and in writing, notify the VCCS of possible acts of fraud, abuse, or illegal acts discovered during the performance of the audit. The VCCS reserves the right to audit, or to require the audit of any or all of the activities and transactions of the LWDA, as the need is determined. The costs of additional audits shall be borne by the VCCS, provided the LWDAGR has been audited in accordance with Paragraph A, above.

8. Compliance Monitoring

In conformance with Section 184 (a)(4) of the WIOA and OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart D- Post Federal Award Requirements Standards for Financial Management, the VCCS shall undertake onsite monitoring of the LWDA no less than once annually to assess compliance with Federal statutes, regulations, and the terms and conditions of funds received under this Agreement. The VCCS shall issue a report to the LWDAGR and LWDA within thirty (30) days following the monitoring visit that outlines any findings, concerns and any necessary corrective actions.

The LWDAGR and LWDA shall provide the VCCS a written response within 30 days, accompanied by appropriate supporting documentation, which addresses the disposition of all questioned costs and costs recommended for disallowance, related to funds covered by this Agreement. The LWDAGR and LWDA shall provide an explanation of any corrective actions taken or a plan for future corrective action to address findings resulting from the monitoring. Documentation to verify that corrective action has been taken or a timetable for the completion of the corrective action shall be included with the explanation.

The VCCS shall determine the adequacy of the action taken to resolve the findings. The VCCS may request additional action on any finding considered not fully resolved, and the LWDAGR and LWDA shall submit the necessary documentation to fully resolve the finding. A determination will be issued based on an evaluation of the corrective action plan. The determination will:

i. List any costs which have been determined unallowable; and

ii. As necessary, establish a liability for any disallowed costs and designate a date by which repayment must be made.

The VCCS reserves the right to undertake monitoring through additional means to ensure compliance with Federal statutes, regulations, and terms and conditions of funds received under this Agreement.

9. Disallowed Cost

The LWDAGR shall give the VCCS timely written notification of the possibility of disallowed costs incurred in its administration of this Agreement or by its one-stop operators or contractors. In appropriate cases, the VCCS shall petition the U.S. Secretary of Labor to:

i. Forgive those costs, if possible; if not,

ii. Accept repayment of those costs in other than cash reimbursement.

Neither the VCCS nor the LWDAGR, however, shall construe anything in this provision to limit or preclude the pursuit of remedies, either legal or administrative.

In the event that repayment is required, the LWDA shall use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The LWDAGR shall not forego debt collection procedures without the express written approval of the VCCS. Any required repayment shall not be by or from federal funds and/or state funds.

10. Cost Liability

Neither the Governor of Virginia nor the VCCS assumes liability by virtue of this Agreement for any costs incurred above the amounts provided pursuant to this Agreement or for costs incurred by the LWDA or its one-stop operators or contractors that are determined to be unallowable. Any such costs shall be at the sole risk of the LWDA or its contractors. The foregoing provisions of this Paragraph are not intended to preclude and shall not be deemed to preclude the LWDA or its contractors from asserting any defense that may be asserted hereafter.

11. Notification of Claims

The LWDAGR shall give the VCCS prompt written notice of any claim, action or suit, of which it becomes aware, filed against the LWDA or any of its contractors concerning or affecting the performance of this Agreement or any contract made here under.

12. Record Retention and Right of Access

The LWDAGR, LWDA and its contractors shall retain records pertaining to WIOA activities and expenditures for a period of three years from the date of submission of the final expenditure report by the LWDA to the VCCS in accordance with OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements. The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, or any of their representatives, which include the Virginia APA and the Department of the State Internal Auditor, shall have access to work and training sites and to any books, documents, papers, and records (including computer records) of the LWDA and its contractors that are directly pertinent to this Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the LWDA and its contractor's personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. Modification

No waiver or modification of the terms of this Agreement, including, without limitation, this provision, shall be valid unless in writing and duly executed by the parties to be bound thereby.

14. Sanctions

The VCCS reserves the right to apply any lesser sanction not proscribed by law or seek any lawful remedy available to it as it may deem requisite to obtain proper performance under this Agreement, to carry out the requirements of the WIOA and federal and state regulations made pursuant thereto, and to maintain the integrity of programs funded through this Agreement. Unless an emergency exists, the VCCS shall not act to impose a sanction except upon reasonable notice and after the LWDAGR has opportunity for review in accordance with procedures mandated by the WIOA. A sanction imposed in an emergency shall be subject to subsequent review.

15. Intangible Property

Intangible property acquired under a federal award must comply with 2 CFR Chapter II, Part 200.315 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements and 2 CFR Part 2900.13 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

16. Intellectual Property

The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials)); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

> "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

17. Inventions

The LWDA may retain the entire right, title, and interest to each invention subject to 35 U.S.C. § 203 that was created or developed under this Agreement with funds from this Agreement. With respect to any invention in which the LWDA retains title, the VCCS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

18. Data Ownership

The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this Agreement.

19. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with WIOA funds, the LWDA and all its service providers receiving funds pursuant to this Agreement shall clearly identify:

A. The percentage of the total costs of the program or project that will be financed with WIOA funds,

B. The dollar amount of WIOA funds for the project or activity; and,

C. The percentage and dollar amount of the total cost of the project or activity that will be financed by non-Federal sources.

20. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, war, government regulation, disaster, civil unrest, fires, explosions, earthquakes, floods, or any other cause beyond its reasonable control.

SECTION IV - ASSURANCES AND CERTIFICATIONS

The LWDAGR shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with the following applicable federal, state, and local laws, regulations, and directives:

A. Section 89 of the Internal Revenue Code.

B. WIOA and attendant regulations. The LWDAGR further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Agreement shall have no such commitments or obligations.

C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto.

D. Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The LWDAGR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the LWDA. The LWDAGR agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

E. Prohibitions on discrimination under Sec.188 of the WIOA.

F. Virginia Public Procurement Act, §§ 2.2-4300 *et seq*. of the *Code of Virginia.*

G. Virginia Freedom of Information Act, §§ 2.2-3700 *et seq*. of the *Code of Virginia*, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 *et seq*. of the *Code of Virginia*.

H. Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry".

I. Relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 *et seq*. of the *Code of Virginia*.

J. Virginia Child Labor Laws, §§ 40.1-78 *et seq*. of the *Code of Virginia*.

K. Virginia Workers' Compensation Act, §§ 65.2 *et seq*. of the *Code of Virginia*.

L. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated into this Agreement.

   i. Title I of the WIOA (P.L. 113-128);

   ii. WIOA 20 CFR Parts 601, 651, 652 et al. Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules including subsequent revisions or amendments;

   iii. Duly authorized waivers approved by the USDOL;

iv. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);

v. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;;

vi. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;

vii. USDOL administrative regulations, at 41 CFR Part 29-70 (property management-private), 29 CFR Part 93-94 (lobbying restrictions and drug-free workplace), and 29 C.F. R. Part 96-98 (audits, uniform administrative requirements and debarment and suspension);

viii. Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);

ix. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;

x. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;

xi. Buy American Notice Requirements
None of the funds made available under Title I of the WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with (41 U.S.C. 8301-8303);

xii. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);

xiii. Equal Employment Opportunity Directives;

xiv. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally

assisted programs, regardless of Federal participation in purchases;

xv. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;

xvi. The Age Discrimination Act of 1975, as amended;

xvii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and

xviii. The Americans with Disabilities Act of 1990 (P.L. 101-336).

The LWDAGR also understands and agrees to immediately desist from and correct any violations noted.

2. Governing Law, Jurisdiction, and Venue

Commonwealth of Virginia Law shall govern, except where federal law is applicable. Jurisdiction shall be in the courts of the Commonwealth of Virginia, and venue shall be the Circuit Court of the City of Richmond.

3. Certifications

A. The following certifications are incorporated by reference and are a part of this Agreement:

i. Certification Regarding Lobbying (29 CFR § 93);

ii. Drug-free Workplace Requirements Certification (29 CFR § 98); and;

iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);

iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98);

B. The LWDAGR and LWDA shall incorporate these certifications into any contracts developed to implement programs pursuant to this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

Virginia Community College System

By: _____Date:_____

Title: Dr. Glenn DuBois, Chancellor_____

Fairfax County, Virginia (LWDAGR)

By: _____Date:_____

Title: _____

Board Agenda Item
July 28, 2015

ACTION – 8

Expansion of the Approved Sewer Service Area (ASSA) to Include a Portion of the Hickory Community Planning Sector (Dranesville District)

ISSUE:
Expansion of the ASSA to include Tax Map No. 12-1 ((1)) 45A (Forestville Elementary School) and Tax Map Nos. 12-1 ((1)) 45 and 35 (Great Falls Nike Park). A limited portion of Tax Map No. 12-1 ((1)) 36 (Washington Gas Light Company) is also proposed to be included in the ASSA expansion for easement purposes only, the exact boundary of which will be determined after the easement is recorded. The 400-foot rule does not apply to this ASSA expansion.

RECOMMENDATION:
The County Executive recommends that the Board expand the ASSA to include the portion of the Hickory (UP3) Community Planning Sector, as shown in Attachment 1.

TIMING:
Board action is requested on July 28, 2015.

BACKGROUND:
As part of an approved 2011 school bond referendum, Fairfax County Public Schools (FCPS) evaluated design improvements and renovations required to serve the approximately 700 students and staff at Forestville Elementary School. An engineering firm (Nokesville Design, PLC) was hired in 2013 to survey the existing septic system located on the school property and the associated drainfield located on adjacent Great Falls Nike Park property. The survey found that portions of the sewage disposal system do not comply with current code requirements, specifically related to sewage treatment, septic tank size, and pump tank size. Additionally, the drainfield does not function as designed, is in marginal condition, and has a limited remaining useful life. Fairfax County Health Department records dating back to 2003 reveal concerns about the condition of the drainfield, and water meter records in 2001 and 2002 indicate system use beyond its peak design capacity. Further expansion of the drainfield on Great Falls Nike Park property is not possible due to the disturbed nature of the soils - a result of its former use as a Nike missile launch site. A complete drainfield failure will require a new method of sewage disposal. Therefore, connection to the public sewer system is recommended by FCPS' engineering firm and the Health Department. The expansion of sewer service to the school also benefits the Fairfax County Park Authority, which has received numerous requests over the years to provide public restroom facilities at Great Falls Nike Park, a heavily used Dranesville District park.

A Pump and Haul system alternative was considered, but FCPS determined that such a system is not a good long-term solution for Forestville Elementary School. The Health Department concurs with this assessment. Otherwise, state law requires a Pump and Haul system to be operated and supervised solely by a government entity. The long-term cost to FCPS for hauling sewage through the local community to a waste disposal facility is not considered practical.

The proposed gravity sewer line is approximately 3,400 feet long (with approximately 1,800 feet within the proposed expansion of the ASSA). The sewer line is proposed to run south from Forestville Elementary School through Great Falls Nike Park and Washington Gas properties, cross under State Route 7 (Leesburg Pike), and connect to existing public sewer in the Falls Park subdivision east of Bishopsgate Way.

The referenced parcels are zoned to the R-1 District (Residential District, One Dwelling Unit/Acre). The Comprehensive Plan designates Forestville Elementary School and Washington Gas Light Company as Public Facilities, and Great Falls Nike Park as Public Parks.

The proposed expansion of the ASSA (Attachment 1) is strictly limited to two public uses: Forestville Elementary School and Great Falls Nike Park. A small portion of Washington Gas Light Company property is proposed to be included in the ASSA expansion for easement purposes only. The sewer line will not set a standard for future expansion of the ASSA or additional development unrelated to this proposal. The County's administrative policy, which permits the extension of sanitary sewer lines under certain circumstances up to 400 feet outside the approved ASSA, does not apply to this ASSA expansion and, specifically, does not apply to the proposed sewer line, and will be notated as such on the County's official ASSA map.

FISCAL IMPACT:
None. The sewer line is funded through the FCPS 2013 bond referendum.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Sewer Service Area Expansion Map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Shahram Mohsenin, Director, DPWES Wastewater Planning and Monitoring Division
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Chris B. Caperton, Chief, Facilities Planning Branch, PD, DPZ
Douglas W. Hansen, Senior Planner, PD, DPZ

ATTACHMENT 1

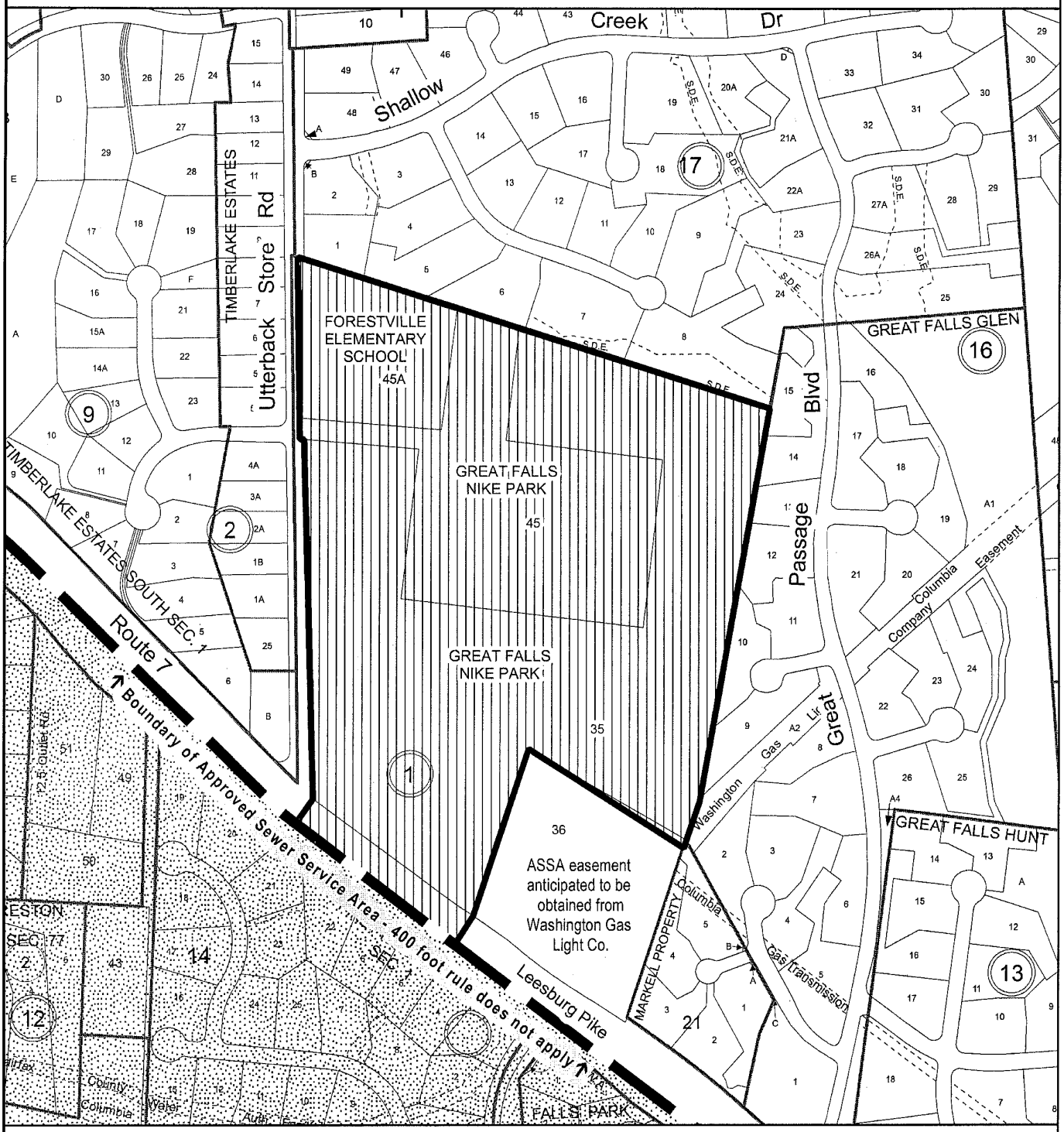
2015-III-UP1 Proposed Sewer Service Area Expansion
Forestville Elementary School and Great Falls Nike Park

Current Approved Sewer Service Area

Proposed Expansion

No Sewer Service

400 foot rule does not apply.



500 FEET

PREPARED BY THE DEPARTMENT OF PLANNING AND ZONING USING FAIRFAX COUNTY GIS
PARCEL INFORMATION CURRENT TO MAY 2015
2015-III-UP1 Forestville Elementary School

Board Agenda Item
July 28, 2015

ACTION – 9

Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2016

ISSUE:
Board approval of a draft meeting schedule for January through December, 2016.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the draft meeting schedule for January through December, 2016.

TIMING:
The Board should take action on July 28, 2015, in order that accommodations to implement this calendar can proceed in advance of January.

BACKGROUND:
The *Code of Virginia*, Section 15.2-1416, requires the governing body to establish the days, times and places of its regular meetings at the annual meeting, which is the first meeting of the year. Therefore, the schedule for the entire 2016 calendar is presented for Board approval. The section further states that "meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year."

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

At the first meeting of the Board of Supervisors in January, staff will bring the 2016 meeting calendar to the Board for formal adoption.

ENCLOSED DOCUMENTS:
Attachment 1 - January-December, 2016 Schedule for Board of Supervisors' Meetings

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

2016 Board of Supervisors Meeting Schedule

DRAFT

January 12, 2016
January 26, 2016
February 2, 2016
February 16, 2016 **Public Comment**
March 1, 2016
March 15, 2016
April 5, 2016 **9:30 to 4:00 pm Board Meeting** **4:00 p.m. Budget Public Hearing**
April 6 – April 7, 2016 **1:00 pm – Budget Public Hearings**
April 19, 2016 **Budget Markup**
April 26, 2016 **Includes Budget Adoption** **Public Comment**

May 17, 2016
June 7, 2016
June 21, 2016 **Public Comment**
July 12, 2016
July 26, 2016 **Public Comment**
September 13, 2016
September 27, 2016
October 18, 2016 **Public Comment**
November 1, 2016
December 6, 2016 **Public Comment**

Board Agenda Item
July 28, 2015

INFORMATION – 1

Planning Commission Action on Application 2232-H15-8, Metropolitan Washington Airports Authority (MWAA)/ Virginia DRPT/WMATA

On Thursday, June 11, 2015, the Planning Commission voted 9-0 (Commissioners de la Fe, Lawrence, and Sargeant were absent from the meeting) to approve 2232-H15-8.

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-H15-8 sought approval for the construction of Traction Powered Substation Number 13, located at 12530 Sunrise Valley Drive in Herndon,

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-H15-8 – METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (MWAA)/ VIRGINIA DRPT/WMATA

After Close of the Public Hearing

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

Commissioner Ulfelder: Thank you, Mr. Chairman. This is the final traction power substation for the Silver Line in Fairfax County to – that we need to approve. All the other sites have been already approved for the Silver Line. So, with that, I -- I MOVE THAT THE PLANNING COMMISSION CONCUR WITH STAFF'S CONCLUSION THAT THE PROPOSAL BY THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY AND THE DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION, ON BEHALF OF THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, AS AMENDED, FOR THE CONSTRUCTION OF TRACTION POWERED SUBSTATION NUMBER 13, LOCATED AT 12530 SUNRISE VALLEY DRIVE IN HERNDON, SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN *VIRGINIA CODE* SECTION 15.2-2232, AS AMENDED.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Hart. Is there any discussion of that motion? All those in favor of the motion to approve 2232-H15-8, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 9-0. Commissioners de la Fe, Lawrence, and Sargeant were absent from the meeting.)

JN

PLANNING DETERMINATION

Section 15.2 -2232 of the Code of Virginia

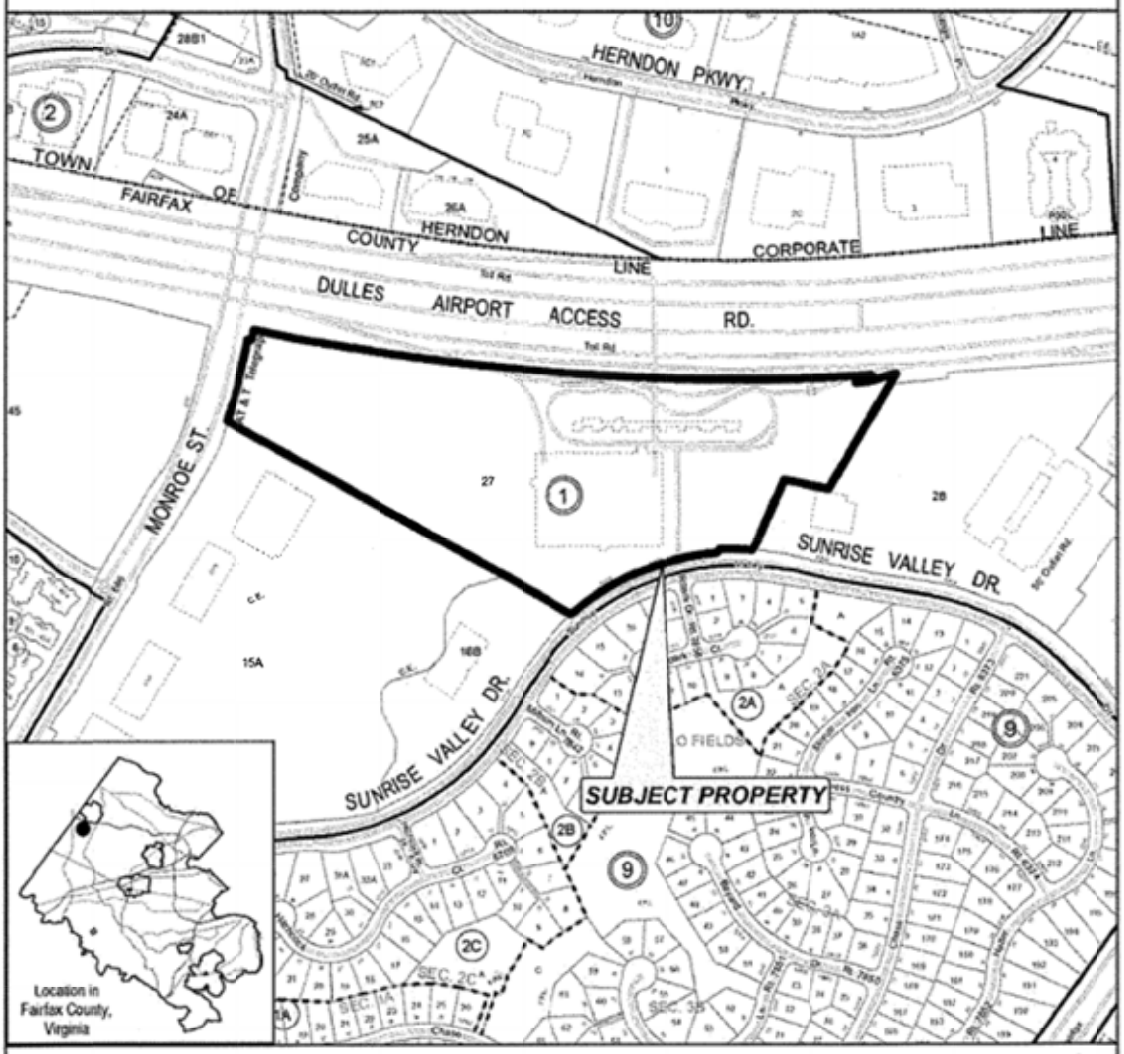
Number: 2232-H15-8 **Acreage:** N/A **District:** Hunter Mill

Tax Map ID Number: 16-4 ((1)) 27 **Address:** 12530 Sunrise Valley Dr., Herndon, VA 20191

Planned Use: Public Facilities, Governmental, and Institutional

Applicant: Metropolitan Washington Airports Authority and the Virginia Department of Rail and Public Transportation on behalf of the Washington Metropolitan Area Transit Authority

Proposed Use: Traction Power Substation #13



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

Board Agenda Item
July 28, 2015

INFORMATION - 2

Certificate of Excellence in Assessment Administration from the International Association of Assessing Officers Awarded to the Department of Tax Administration

The International Association of Assessing Officers (IAAO) has just awarded to the Fairfax County Department of Tax Administration (DTA) the prestigious Certificate of Excellence in Assessment Administration (CEAA). Fairfax County is only the fourth jurisdiction, and the first county government, in the Commonwealth of Virginia to win this recognition. Only 28 jurisdictions in the United States have been awarded this certification. Among others this includes jurisdictions such as Hillsborough County, Florida; Johnson County, Kansas; Carteret County, North Carolina; Dallas Central Appraisal District, Texas; and King County, Washington. Within Virginia, Fairfax County now joins the cities of Alexandria, Hampton and Portsmouth in receiving this honor.

According to the IAAO, the Certificate of Excellence "recognizes governmental units and individuals involved with assessments that integrate best practices in the workplace." They also note that it is a great honor for IAAO to present Fairfax County with this certificate as "an important recognition of industry professionals who strive to meet the highest standards in their line of work."

In acknowledging the IAAO's recognition, DTA responded that "the need for sound financial stewardship in local government is critical and this certification is a validation to our stakeholders- Fairfax County taxpayers, the elected Board of Supervisors, and senior County management- that DTA is performing its vital mission in conformance with best practices in the assessment industry. The IAAO's Certificate of Excellence aligns perfectly with DTA's mission to uniformly and efficiently assess and collect County revenue, provide high quality customer service and promote an empowered, well-informed community."

Board Agenda Item
July 28, 2015

The IAAO is the leading non-profit, educational and research association for property valuation and taxation, with a mission to promote innovation and excellence in property appraisal, assessment administration and property tax policy. IAAO currently serves over 7,000 members worldwide, and celebrated its 80th anniversary in 2014.

ENCLOSED DOCUMENTS:
None.

STAFF:
Kevin C. Greenlief, Director, DTA
Howard W. Goodie, Director, Real Estate Division, DTA
E. Scott Sizemore, Director, Revenue Collection Division, DTA
Juan Rengel, Director, Personal Property & Business License Division, DTA
Joseph M. Mondoro, Acting Chief Financial Officer

Board Agenda Item
July 28, 2015

10:50 a.m.

Matters Presented by Board Members

Board Agenda Item
July 28, 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. *Eric S. Clark v. The County of Fairfax, Virginia, John Spata, John H. Kim, T. B. Smith*, Case No. 15-1705 (U.S. Ct. of App. for the Fourth Cir.)

2. *Ross A. Fiorani v. Fairfax County Police, Navy Federal Credit Union, Robert Berger, Karen Compher, SIA, and Thema Scott*, Civil Action No. 1:15-cv-667 (E.D. Va.)

3. *Dora E. Caudle v. Christopher D. Colandene, David P. Bobzien, the Fairfax County Retirement Administration Agency, and Does 1 through 20*, Case No. 5:140cv00031 (W.D. Va.)

4. *Cellco Partnership d/b/a Verizon Wireless and CWS VII, LLC v. Fairfax County, Virginia, and The Board of Supervisors of Fairfax County, Virginia*, Civil Action No. 1:15cv2 (E.D. Va.) (Dranesville District)

5. *Kaveh Sari v. Board of Supervisors of Fairfax County, Jack Weyant, Bijan Sistani, and Cynthia McNeal*, Case No. CL-2015-0002378 (Fx. Co. Cir. Ct.) (Mount Vernon District)

6. *In Re: April 15, 2015, Decision Of The Fairfax County Board of Zoning Appeals In BZA Appeal No. A 2012-HM-020*, Case No. CL-2015-0006478 (Fx. Co. Cir. Ct.) (Hunter Mill District)

7. *Catherine Bloch and Scott Bloch, on behalf of themselves and all others similarly situated v. Briarwood Trace Homeowners Association, Inc. (HOA) and County of Fairfax, Virginia*, Case No. CL-2014-11736 (Fx. Co. Cir. Ct.) (Providence District)

8. *Ian Smith v. Major Thomas Ryan, Lance Guckenberger and John Doe II*, Record No. (No Number Assigned) (Va. Sup. Ct.) (Fx. Co. Cir. Ct. No. CL-2014-0001347)

9. *Betty Whilden v. Juan Romero and County of Fairfax*, Case No. CL-2015-0004778 (Fx. Co. Cir. Ct.)

10. *Robert E. Snyder v. Jose Comayagua, Jr., Larry Stephens, David Davis, Jeff Coleman, Ronald Shillingburg, Thomas Wray, Steven P. Ma, Rickey G. Garrison, Clarinda Castillo-Radulfo, Donnie Cornwell, Jose Garcia, John Hanks, Remigio Isip, Jeffrey LeBlanc, Darwin R. Tipan, Jack Wynes, Emory H. Hutt, Jeffrey W. Stewart, James A. Taylor, Joseph Flood, Dale L. Willingham, John A. Peyton, Herb Frisbie, Joel Thompson, Bob Palmer, Mark Parsons, Gary S. Scales, Jeffrey R. Johnson, Vicente Lagunas Calderon, Allen F. Tritsch, Michael Flood, Rommel Custode, Philip D. Semahah, and David W. Valentine*, Case No. CL-2015-0007668 (Fx. Co. Cir. Ct.)

11. *Francis Philip Wiafe v. Bruce Patrick*, Case No. CL-2015-0006119 (Fx. Co. Cir. Ct.)

12. *Francis Philip Wiafe v. OFC G.S Roberts # 315348*, Case No. CL-2015-0005874 (Fx. Co. Cir. Ct.)

13. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Zina Theresa Bleck*, Case No. CL-2015-0000047 (Fx. Co. Cir. Ct.) (Hunter Mill District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Paul Chau*, Case No. CL-2014-0011502 (Fx. Co. Cir. Ct.) (Lee District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven C. Bryant*, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tuan Huy Thai Ha and Trang Thuy T. Pho*, Case No. CL-2009-0010199 (Fx. Co. Cir. Ct.) (Mason District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shawn A. Internicola*, Case No. CL-2015-0003224 (Fx. Co. Cir. Ct.) (Lee District)

18. *James W. Patteson, Director of the Fairfax County Department of Public Works and Environmental Services and Brian J. Foley, Fairfax County Building Official v. David J. Laux and Tara K. Laux, a/k/a Tara K. Long*, Case No. CL-2015-0007970 (Fx. Co. Cir. Ct.) (Mason District)

19. *David J. Laux and Tara K. Laux, a/k/a Tara K. Long v. Brian J. Foley, Fairfax County Building Official*, Appeal No. 150611.0AP (Fx. Co. Bd. of Bldg. Code App.) (Mason District)

20. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robinson Socrates Nunn and Glanetta Miller*, Case No. CL-2015-0003878 (Fx. Co. Cir. Ct.) (Hunter Mill District)

21. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Christopher D. Schoonmaker and Brandi Lyn Trijo*, Case No. CL-2015-0007440 (Fx. Co. Cir. Ct.) (Lee District)

22. *Board of Supervisors of Fairfax County and James W. Patteson, Director of the Fairfax County Department of Public Works and Environmental Services v. Nirmaladevi Jayanthan and Jayanthan Balasubram, a/k/a Balasubram Jayanthan, Jayanthan Bala, Bala Jayanthan, and Jay Bala*, Case No. CL-2015-0008179 (Fx. Co. Cir. Ct.) (Dranesville District)

23. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mohsen N. Raeisinia and Susan Nourbakhsh*, Case No. CL-2015-0008353 (Fx. Co. Cir. Ct.) (Dranesville District)

24. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Timothy V. Lefler*, Case No. CL-2015-0008786 (Fx. Co. Cir. Ct.) (Lee District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Abateneh Mulugeta and Genet Chala*, Case No. CL-2015-0008843 (Fx. Co. Cir. Ct.) (Mason District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ivan Ramos and Yuvis R. Alvarado*, Case No. GV15-004525 (Fx. Co. Gen. Dist. Ct.) (Mason District)

27. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Hassan I. El-Badaoui*, Case Nos. GV15-010575 and GV15-010577 (Fx. Co. Gen. Dist. Ct.) (Lee District)

28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Daniel Minchew*, Case Nos. GV15-005741, GV15-006057, and GV15-006072 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

29. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Daniel Minchew*, Case Nos. GV15-006056, GV15-006058, and GV15-006073 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Andrew W. Arntson and Caron F. Arntson*, Case No. GV15-010994 (Fx. Co. Gen. Dist. Ct.) (Lee District)

31. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Andrew W. Arntson and Caron F. Arntson*, Case No. GV15-010992 (Fx. Co. Gen. Dist. Ct.) (Lee District)

32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ara Kim*, Case No. GV15-010995 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

33. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Chanwit Uriyapongsan and Panta Chokratanacharoen*, Case No. GV15-011542 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Pen-Lin Yin and Huey-Er Hwang*, Case No. GV15-011587 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

35. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hanh T. Huynh and Sinh Nhan Ha*, Case No. GV15-001679 (Fx. Co. Gen. Dist. Ct.) (Mason District)

36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Gurpreet Kaur*, Case No. GV15-011678 (Fx. Co. Gen. Dist. Ct.) (Mason District)

37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Barbara A. Rojas*, Case No. GV15-011749 (Fx. Co. Gen. Dist. Ct.) (Lee District)

38. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Luba Morales, Jose Luis Astorga, and Maria Valentina Castro Quiroz*, Case No. GV15-013927 (Fx. Co. Gen. Dist. Ct.) (Lee District)

39. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Luba Morales, Jose Luis Astorga, and Maria Valentina Castro Quiroz*, Case No. GV15-013927 (Fx. Co. Gen. Dist. Ct.) (Lee District)

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Board Agenda Item
July 28, 2015

3:00 p.m.

Public Hearing on SE 2015-SU-009 (Laiba Sheikh / Laiba's Family Day Care) to Permit a Home Child Care Facility, Located on Approximately 11,547 Square Feet of Land Zoned PDH-12, WS (Sully District)

This property is located at 5723 Triplett Drive, Centreville, 20120. Tax Map 54-3 ((10)) 15.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 15, 2015, the Planning Commission voted 9-0-2 (Commissioners Murphy and Strandlie abstained from the vote and Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-SU-009, subject to the Development Conditions now dated July 14, 2015.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4491850.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Billy O'Donnell, Planner, DPZ

SE 2015-SU-009 – LAIBA SHEIKH/LAIBA'S FAMILY DAY CARE

During Commission Matters

Commissioner Litzenberger: Thank you and could you confirm for the – we're going on verbatim now. Could you confirm for the record that today you met with me and Ms. Susan Hartsook about the bus stop and that you agree that if they move the bus stop and it becomes an issue, you would provide one of your employees as a spotter as your customers back out of the driveway.

Laiba Sheikh, Owner, Laiba's Family Day Care: Yes, I do.

Commissioner Litzenberger: Okay. And secondly, you confirm for the record and agree to the proposed development conditions now dated July 14th, 2015?

Ms. Sheikh: I'm sorry, say that again?

Commissioner Litzenberger: Do you agree to the proposed development conditions now dated July 14th, 2015?

Ms. Sheikh: Yes, I do.

Commissioner Litzenberger: Okay, you may sit down. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2015-SU-009, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED JULY 14TH, 2015.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. 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 2015-SU-009, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. The Chair abstains; not present for the public hearing.

Commissioner Strandlie: Mr. Chairman, I also abstain.

Chairman Murphy: And Ms. Strandlie abstains.

//

(The motion carried by a vote of 9-0-2. Commissioners Murphy and Strandlie abstained from the vote. Commissioner Lawrence was absent from the meeting.)

Board Agenda Item
July 28, 2015

3:00 p.m.

Public Hearing on SE 2015-SP-012 (Macy's Retail Holdings, Inc.) to Permit a Waiver of Certain Sign Regulations, Located on Approximately 14.19 Acres of Land Zoned C-7, HC (Springfield District)

This property is located at 11700 Lee Jackson Memorial Highway. Tax Map 46-3 ((8)) 5.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 23, 2015, the Planning Commission voted 10-0 (Commissioners de la Fe and Lawrence were absent from the meeting) to recommend to the Board of Supervisors that it approve SE 2015-SP-012, subject to the development conditions contained in Appendix 1 of the Staff Report.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4493235.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Mike Lynskey Planner, DPZ

SE 2015-SP-012 – MACY'S RETAIL HOLDINGS, INC.

After Close of the Public Hearing

Secretary Hart: I'll recognize Mr. Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. This is a very straightforward application. As we all know that when the Hecht's at Fair Oaks Mall departed, they put in a Macy's I and a Macy's II. There are two Macy's stores there. And one Macy's is changing its name to Macy's Furniture so they have asked for a Special Exception to put a sign in on those stores – that indicate - that – it's change of name. We're glad to see that Macy's is prospering at that mall on – it's two important anchors bringing in a lot of money to the County with tax dollars and we appreciate that. And I can't tell you how much we enjoy every store out in Fair Oaks Mall. And Robby Stark, who is the director of the mall out there, does an outstanding job making a really top notch – top notch facility. This application is in conformance with the Comprehensive Plan and meets the Special Exception Zoning Ordinance standards. And I would ask – if the applicant would please come forward, identify yourself for the record, and please reaffirm that you have read the development conditions – you understand the development conditions and you will live by those development conditions.

Inda Stagg, Applicant's Agent, Walsh, Colucci, Lubeley & Walsh, PC: Yes sir. My name is Inda Stagg. I'm with Walsh Colucci. We represent the applicant and we have looked at the development conditions and agree to them.

Commissioner Murphy: Thank you very much. Therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2015-SP-012, SUBJECT TO THE DEVELOPMENT CONDITIONS CONTAINED IN APPENDIX 1 OF THE STAFF REPORT.

Commissioners Litzenberger and Sargeant: Second.

Secretary Hart: Seconded by Commissioner Sargeant and Commissioner Litzenberger. Any discussion? Seeing none, we'll move to a vote. All in favor, please say aye.

Commissioners: Aye.

Secretary Hart: Those opposed? That motion carries.

Commissioner Murphy: Thank you very much. Thank you, Inda.

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(The motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

3:00 p.m.

Public Hearing on RZ 2014-SP-015 (Sunrise Development, Inc.) to Rezone From R-1 to R-3 to Permit a Medical Care Facility with an Overall Floor Area Ratio of 0.25, Located on Approximately 4.96 Acres of Land, Comprehensive Plan Recommendation Residential 1-2 du/ac with an Option for Residential 2-3 du/ac or for a Medical Care Facility Subject to the Conditions to Retain and Preserve the Silas Burke House (Springfield District)

Property is located on the East Side of Burke Lake Road South of its intersection with Shiplett Boulevard. Tax Map 78-3 ((1)) 4. (Concurrent with SE 2014-SP-060).

and

Public Hearing on SE 2014-SP-060 (Sunrise Development, Inc.) to Permit a Medical Care Facility, Located on Approximately 4.96 Acres of Land Proposed to be Rezoned from R-1 to R-3 (Springfield District)

Property is located on the 9617 Burke Lake Road, Burke, 22015. Tax Map 78-3 ((1)) 4. (Concurrent with RZ 2014-SP-015).

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 18, 2015, the Planning Commission voted 9-0-1 (Commissioner Sargeant abstained from the vote. Commissioners Lawrence and Migliaccio were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-SP-015 and the Generalized Development Plan, subject to the execution of the proffered conditions consistent with those dated June 8, 2015:

- Approval of SE 2014-SP-060, subject to the proposed Development Conditions dated April 29, 2015;

- Approval of a modification of Paragraph 5 of Section 9-308 of the Zoning Ordinance to permit a medical care facility to be located 28 feet from the northern property line and 75 feet from the eastern property line, in lieu of the required 100-foot setback;

Board Agenda Item
July 28, 2015

- Approval of a modification of Paragraph 6 of Section 9-308 of the Zoning Ordinance to permit a medical care facility to be located on a lot containing 4.96 acres of land, in lieu of the required 5 acres; and

- Approval of a modification of Sections 13-303 and 13-304 of the Zoning Ordinance on the transitional screening and barrier requirements along all boundaries of the property as shown on the Generalized Development Plan/Special Exception Plat.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4485680.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Mary Ann Tsai, Planner, DPZ

RZ 2014-SP/015-SE 2014-SP-060 – SUNRISE DEVELOPMENT, INC.

Decision Only During Commission Matters
(Public Hearing held on May 13, 2015)

Commissioner Murphy: Thank you, Mr. Chairman. This is a decision only on a special exception and a rezoning application regarding the preservation of the Silas Burke iconic home in Burke, Virginia. And if this were a perfect world, I think everybody would agree that we want to do everything we can to preserve this house on land that is unencumbered; however, as we all know, it is not a perfect world and the owners of the home, the Neals, have owned the home for many years. They have done a remarkable job in preserving it in a great state, but it does need some rehabilitation; and they have decided to change their lifestyle and wanted to sell the home, but making sure that it was preserved. And unfortunately, although we tried – and Supervisor Herrity did everything he could to get funds from the Park Authority and other interests in the county – he was unable to do so. And the only way to actually preserve this home as an iconic historic site in the Springfield District and in Fairfax county was to link it with a rezoning application. And in this case, it turned out to be not only a rezoning application, but a special exception, and the applicant is Sunrise Assisted Living. Because of that, we needed to first do a Plan amendment, and the Plan amendment was authorized by the Board of Supervisors. It went before the Planning Commission public hearing after several community meetings and it was adopted unanimously by the Board of Supervisors after a unanimous recommendation by the Planning Commission. Then we had a public hearing on the rezoning and special exception and, at that time, my fellow commissioners were kind enough to ask a lot of very pointed questions. And as a result of those questions – and no answers were available at the time – I deferred decision until this evening and I asked the staff, who was Leanna Tsai [*sic*], who did a remarkable – Mary Ann Tsai, I'm sorry, and Leanna O'Donnell is here too – to refer the questions for response to Linda Blank, who has been following this – these applications right from the beginning; and she is in charge of historic preservation in the county. As a result of the questions and – that came from the citizens and from the Commission and from me, we came up with a new set of proffers for the rezoning application and they were circulated to the members of the Commission on June 10th, 2015. And it is a really extensive package that dealt with landscaping and screening, paving materials, historic preservation, easements, community access, and the Burke Post Office, which came as an addendum to the site. When the – when the post office was moved into the Braddock District and there was a rezoning in the Braddock District, they no longer wanted the post office on their property, so it will be moved to the Silas Burke property and it will be part of the Silas Burke House preservation. I want to thank everyone that took part in this exercise, especially Mary Ann Tsai and Ms. Blank, because they really put this all together. It may not be a perfect solution, but it's as perfect as we can get it, which guarantees that this home will remain in Burke as a historic, iconic site; and it will be open to the public, and it will be controlled by Sunrise Development. And I want to thank Sunrise; they were very cooperative in this – all the suggestions made by staff, they turned into the proffers which are before us this evening and which will be part of the motion I will make. I also want to thank, as always, Marlae Schnare from Supervisor Herrity's office, who assists me in all these endeavors, including taking part in the public hearings [*sic*] – the community meetings we had in Burke [*sic*] – in the Springfield office, I should say. I'm sorry. The rezoning is in conformance with the Comprehensive Plan and meets all the standards of this kind of rezoning and the Zoning Ordinance also – meets all the

criteria established in the Zoning Ordinance. So, Therefore, Mr. Chairman, first I'd like to have the applicant please, come forward.

Sara Mariska, Esquire, Applicant's Agent, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: Good evening. I'm Sara Mariska with Walsh, Colucci, here on behalf of the applicant.

Commissioner Murphy: Yes, would you please confirm that you have read the development conditions in the special exception and that you understand them and agree and will abide by them?

Ms. Mariska: We understand and agree and will abide by the conditions.

Commissioner Murphy: Thank you very much. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION recommend to the Board of Supervisors the following: I RECOMMEND THAT THE BOARD APPROVE RZ 2014-SP-015 AND THE GENERALIZED DEVELOPMENT PLAN, SUBJECT TO THE EXECUTION OF THE PROFFERED CONDITIONS CONSISTENT WITH THOSE DATED JUNE 8TH, 2015.

Commissioners Hart and Hurley: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart and Ms. Hurley. Any discussion? Any questions? Yes, Ms. Hurley.

Commissioner Hurley: I intend to second all of these motions, especially noting as the Chairman mentioned, the relocation of the post office from our part which, I understand, the last Postmaster, who actually worked out of that building, was the great aunt of the current residents – current owners – of the facility. So it's a very small county.

Commissioner Murphy: Okay.

Vice Chairman de la Fe: Mr. Ulfelder.

Commissioner Ulfelder: Thank you, Mr. Chairman. Is my new mic working? I guess it is. I did ask a number of questions, specifically on the easements and historic preservation questions for the house, and I heartily support the revised proffers. I think they go a long way to helping give a greater focus to how we're going to proceed to do that with the Silas Burke House and with the post office at this site and protect them and, at the same time, get into a good discussion about an appropriate reuse of the facility for the community in Burke and for the Fairfax community at large. So I intend to support these and I really appreciate the work and the time that went into helping revise these proffers.

Vice Chairman de la Fe: Okay, thank you. anything else? Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Sargeant: Mr. Chairman? Abstain; not present for the hearing.

Vice Chairman de la Fe: Yes, Mr. Sargeant abstains, and I assume he will abstain for all of them.

Commissioner Murphy: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2014-SP-060, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED APRIL 29TH, 2015.

Commissioners Hurley and Hart: Second.

Vice Chairman de la Fe: Seconded by Ms. Hurley and Mr. Hart. All those in favor – Any further discussion? Hearing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Murphy: Mr. Chairman, I also move the next three items: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE:

- A MODIFICATION OF PARAGRAPH 5 OF SECTION 9-308 OF THE ZONING ORDINANCE TO PERMIT A MEDICAL CARE FACILITY TO BE LOCATED 28 FEET FROM THE NORTHERN PROPERTY LINE AND 75 FEET FROM THE EASTERN PROPERTY LINE, IN LIEU OF THE REQUIRED 100-FOOT SETBACK;

- A MODIFICATION OF PARAGRAPH 6 OF SECTION 9-308 OF THE ZONING ORDINANCE TO PERMIT A MEDICAL CARE FACILITY TO BE LOCATED ON A LOT CONTAINING 4.96 ACRES OF LAND, IN LIEU OF THE REQUIRED 5 ACRES; and approval of

- A MODIFICATION OF SECTIONS 13-303 AND 13-304 OF THE ZONING ORDINANCE ON THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS ALONG ALL BOUNDARIES OF THE PROPERTY TO show – THAT SHOWN ON THE GENERALIZED DEVELOPMENT PLAN/SPECIAL EXCEPTION PLAT.

Commissioners Hart and Hurley: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart and Ms. Hurley. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

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(Each motion carried by a vote of 9-0-1. Commissioner Sargeant abstained from the vote. Commissioners Lawrence and Migliaccio were absent from the meeting.)

JN

Board Agenda Item
July 28, 2015

3:00 p.m.

Public Hearing on SE 2015-MV-003 (First Years Learning Center LLC / Claudia Tramontana) to Permit a Home Child Care Facility, Located on Approximately 10,488 Square Feet of Land Zoned PDH-2 (Mount Vernon District)

This property is located at 6614 Winstead Manor Court, Lorton, 22079. Tax Map 99-2 ((17)) 34.

On June 23, 2015, the Board of Supervisors deferred this public hearing to July 28, 2015, at 3:00 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 22, 2015, the Planning Commission voted 10-0 (Commissioners Lawrence and Migliaccio were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-MV-003, subject to the development conditions dated July 21, 2015.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4488469.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai, Planner, DPZ

SE 2015-MV-003 - FIRST YEARS LEARNING CENTER LLC/CLAUDIA TRAMONTANA

During Commission Matters

Commissioner Flanagan: Mr. Chairman. I have a decision only tonight, SE 2015-MV-003 First Years Learning Center, and I request that the applicant, come forward to the lectern and confirm for the record, agreement to the proposed development conditions now dated July 21, 2015, with two changes – recent changes - to the conditions and with the inclusion of the following language to condition one, which restricts the special exception approval to the applicant only. Do you agree with the conditions?

Lawrence McClafferty, Applicant's Agent, McCandlish & Lillard, PC: Mr. Flanagan and Mr. Chairman and members of the Commission, we hereby agree with that additional condition.

Commissioner Flanagan: Thank you.

Chairman Murphy: Sir, identify yourself for the record please, just to make it –

Mr. McClafferty: Lawrence McClafferty, of McCandlish & Lillard, here on behalf of the applicant, First Years Learning Center, LLC and Claudia Tramontana.

Chairman Murphy: Thank you very much, Mr. Flanagan.

Commissioner Flanagan: The conditions, are we on – verbatim?

Chairman Murphy: Yes.

Commissioner Flanagan: - okay, the conditions, number one that I refer to, was passed out to all the Commissioners in the handouts so you should all have that text, I will repeat it here. But based upon public testimony not previously available to staff and the applicant's willingness to achieve neighborhood harmony by amending staff's conditions so as to improve pipestem traffic and parking by eventually reducing the number of children on the site from 12 to 9. Second, improve playground safety by adding play equipment ground cover and fencing as recommended by Commissioners Strandlie and Hedetniemi and limiting the SE to the applicant rather than the site, as we are doing this evening. I therefore Mr. Chairman, MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2015-MV-003, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED JULY 21, 2015.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger.

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Is there a discussion of the motion?

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: I was not present for the public hearing however, I have reviewed the information and also the video recording of the public testimony and I intend to vote.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2015-MV-003, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried by a vote of 10-0. Commissioner Lawrence and Migliaccio absent from the meeting.)

TMW

Board Agenda Item
July 28, 2015

3:00 p.m.

Public Hearing on SEA 91-S-031 (Milestone Tower Limited Partnership III Cellco Partnership D/B/A Verizon Wireless & Virginia Electric and Power Company D/B/A Dominion Virginia Power) SEA Application under Sections 3-C04 of the Zoning Ordinance to Amend SE 91-S-031 Previously Approved for Electric Substation to Permit a Telecommunications Facility Change in Land Area and Associated Modifications to Site Design and Development Conditions, Located on Approximately 95.11 Acres of Land Zoned R-C and WS (Springfield District)

This property is located at 12895 Clifton Creek Drive, Clifton, 20124. Tax Map 75-3 ((1)) 10.

On June 23, 2015, the Board of Supervisors deferred this public hearing to July 28, 2015 at 3:00 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 17, 2015, the Planning Commission voted 10-0 (Commissioners Lawrence and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 91-S-031, subject to the Development Conditions dated June 11, 2015;

- Approval of the modification of Section 13-303 of the Zoning Ordinance for the transitional screening requirement, in favor of the existing vegetation on the site, the landscape plantings shown on the Special Exception Amendment Plat, and the Development Conditions; and

- Approval of a waiver of Section 13-304 of the Zoning Ordinance for the barrier requirement along all the property lines.

In a related action, the Commission voted C10-0 (Commissioners Lawrence and Sargeant were absent from the meeting) to approve 2232-S14-9. The Commission noted that the application was substantially in accord with the provisions of the adopted Comprehensive Plan.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4489554.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai Planner, DPZ

SEA 91-S-031/2232-S14-9 – MILESTONE COMMUNICATIONS AND CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, VA

After Close of the Public Hearing

Vice Chairman de la Fe: The public hearing is closed. Mr. Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. The application is in the very lengthy staff report and the reason is because it needed a thorough analysis – where this monopole is scheduled to be built. It is on a Dominion easement close to the town of Clifton and near Clifton Creek Drive. During the process, we had a land use committee meeting and the applications were presented to the land use committee – the Springfield Land Use Committee – and the committee unanimously voted to support the application and its recommendation for approval. One of the things that came up was the type of monopole the citizens would like to have in this location, which – as I said – in the middle of an easement where there aren't Dominion power lines. And after much consideration, the Clifton Town Council took a position and said that the Town Council voted unanimously to approve a 140-foot flat top tree pole, as opposed to a regular monopole. And that pole is now 130 feet high. When they made that recommendation, the applicant went back and provided information for the staff to do a quick analysis of this particular monopole at – in a designed – designed like a tree monopole and they are still recommending approval of the application. So I have two letters for the record. One is a letter from the Clifton Town Council and the second is a letter from Deborah Johnson, who is with Dominion Power. During our land use committee meeting, there were several citizens who asked about Dominion Power's procedures on the right-of-way and the Clifton substation regarding the lights and scheduling of maintenance. And the response to those questions and concerns are in this very short letter, which addresses them. So we did have two balloon tests. I believe one was winded out, if that's the correct pronunciation. The wind was so high that day the balloon was going all over the place so we couldn't tell exactly the height of the pole, as it's reflected in the height of the balloon. We had a second balloon test. People came out to see both of them. And from there, we went to the hearing with the land use committee. I want to thank Mary Ann Tsai, who did an excellent job shepherding this application through the process, as she always does. And I would like now to have the applicant come forward and confirm for the record the agreement of the proposed development conditions dated June 11th, 2015.

Frank Stearns, Esquire, Applicant's Agent, Donohue & Stearns, PLC: I do, Commissioner Murphy. And let me just say we also thank Mary Ann Tsai and Harvey Clark. This was not an easy project and they spent a lot of time on it and we do thank them.

Commissioner Murphy: Thank you very much.

Vice Chairman de la Fe: Thank you.

Commissioner Murphy: Mr. Chairman, I concur with the staff's conclusion that the proposed monopole by Milestone Tower Limited Partnership III, Cellco Partnership d/b/a Verizon Wireless and Virginia Power and Electric Company construct a 130-foot tall tree pole telecommunications

facility at 12895 Clifton Creek Drive in Clifton, satisfies the criteria of character, location, and extent, as specified in *Virginia Code* Section 15.2-2232, as amended. Therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION FIND THE SUBJECT APPLICATION, 2232-S14-9, SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN AND I MOVE TO APPROVE THE 2232.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart. Is there any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries unanimously. Thank you very much.

Commissioner Murphy: Mr. Chairman, I ALSO MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2014-SP-060 [sic], SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED JUNE 11TH, 2015.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Thank you very much.

Commissioner Murphy: Yes, and I have a couple others that I will put together. I MOVE THAT THE PLANNING COMMISSION RECOMMEND THE BOARD OF SUPERVISORS' APPROVAL OF:

- THE MODIFICATION OF SECTION 13-303 OF THE ZONING ORDINANCE FOR THE TRANSITIONAL SCREENING REQUIREMENT, IN FAVOR OF THE EXISTING VEGETATION ON THE SITE, THE LANDSCAPE PLANTINGS SHOWN ON THE SE exception – SPECIAL EXCEPTION AMENDMENT PLAT, AND THE DEVELOPMENT CONDITIONS; AND

- APPROVAL OF A WAIVER OF SECTION 13-304 OF THE ZONING ORDINANCE FOR THE BARRIER REQUIREMENT ALONG ALL THE PROPERTY LINES.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart. Is there any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Thank you.

Commissioner Murphy: Okay. Thank you, Mr. Stearns, and all the folks with your company. And – appreciate, again, Mary Ann. Thank you for an excellent job.

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(Each motion carried by a vote of 10-0. Commissioners Lawrence and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

3:30 p.m.

Public Hearing on SE 2015-DR-005 (Fatemeh Batmanghelidj DBA Children's Garden) to Permit a Home Child Care Facility, Located on Approximately 15,771 Square Feet of Land Zoned PDH-1 (Dranesville District)

This property is located at 1214 Rowland Drive, Herndon, 20170. Tax Map 11-1 ((10)) 101.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 17, 2015, The Planning Commission voted 10-0 (Commissioners Lawrence and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-DR-005, subject to the Development Conditions dated June 12, 2015.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4487906.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Kelly Atkinson, Planner, DPZ

SE 2015-DR-005 – FATEMEH BATMANGHELIDJ d/b/a CHILDREN'S GARDEN

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed. Recognize Mr. Ulfelder.

Commissioner Ulfelder: Thank you. Could you come forward, please? Ms. Batmanghelidj, could you – do you indicate that you agree with the proposed development conditions now dated June 12th, 2015?

Fatemeh Batmanghelidj, Applicant/Title Owner: Yes, I do.

Commissioner Ulfelder: Okay, thank you. Mr. Chairman, this applicant has been operating a state-licensed daycare at this residence for 24 years and has a letter from the Shaker Woods Homeowners Association in the staff report indicated that it hasn't seen any negative impact on the neighborhood due to the operation of this daycare operation. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2015-DR-005, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JUNE 12TH, 2015.

Commissioners Hedetniemi and Litzenberger: Seconded.

Chairman Murphy: Seconded by Ms. Hedetniemi and Mr. Litzenberger. 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 2015-DR-005, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

Commissioner Ulfelder: Thank you, Kelly Atkinson.

Chairman Murphy: Yes, thank you, Ms. Atkinson – excellent staff report. And thank you. Good luck to you.

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(The motion carried by a vote of 10-0. Commissioners Lawrence and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

3:30 p.m.

Public Hearing on SE 2014-MV-074 (Carla McNeil Seay / Carla's WeeCare Home Daycare) to Permit a Home Child Care Facility, Located on Approximately 16,130 Square Feet of Land Zoned PDH-3 (Mount Vernon District)

This property is located at 8045 Winding Way Court, Springfield 22153. Tax Map 98-1 ((4)) 541.

This public hearing is to be deferred to September 22, 2015, at 3:30 p.m.

SE 2014-MV-074 – CARLA'S WEECARE HOME DAYCARE

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed – Mr. Flanagan.

Commissioner Flanagan: Thank you, Mr. Chairman. I'm going to – I'd like to request the applicant to confirm – come to the lectern and confirm for this record their agreement to the proposed development conditions dated July 9, 2015.

Carla Seay, Applicant/Title Owner: What was that again?

Commissioner Flanagan: The conditions that this application – do you agree with them?

Ms. Seay: Yes.

Commissioner: You do. Thank you.

Ms. Seay: Is that all?

Chairman Murphy: Yep. You never know, but for the time being anyways. Okay?

Commissioner Flanagan: That being the case, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2014-MV-074, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 9, 2015.

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-MV-074, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Ms. Seay, thank you – appreciate it.

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(The motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

3:30 p.m.

Public Hearing on PCA 94-L-004 (4203 Buckman, LLC) to Amend the Proffers for RZ 94-L-004 Previously Approved for Residential Development to Permit Modifications to Proffers and Site Design, Located on Approximately 20,000 Square Feet of Land Zoned R-12HC (Lee District)

This property is located in the North East Quadrant of the Intersection of Buckman Road and Main Street. Tax Map 101-3 ((1)) 15B.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 15, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recomment the following actions to the Board of Supervisors:

- Approval of PCA 94-L-004, subject to the proffers consistent with those dated July 14, 2015, with an amendment to Proffer Number 5 to include language related to a maintenance agreement;

- Approval of a modification of the western transitional screening yard planting requirements in accordance with Paragraph 2 of Section 13-305 of the Zoning Ordinance in lieu of that shown on Sheet 3 of the GDP;

- Approval of a waiver of the western barrier requirement in accordance with Paragraph 2 of Section 13-305 of the Zoning Ordinance;

- Approval of a waiver of the minor paved trail requirement per Paragraph 2 of Section 17-201 of the Zoning Ordinance along Buckman Road in lieu of the proposed five-foot wide sidewalk shown on Sheet 3 of the GDP; and

- Directive to the Director of the Department of Public Works and Environmental Services for a deviation from the tree preservation target requirement identified in Section 12-0508 of 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/ldsdwf/4492647.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Kelly Atkinson Planner, DPZ

PCA 94-L-004 – 4203 BUCKMAN, LLC

After Close of the Public Hearing

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

Commissioner Migliaccio: Thank you, Mr. Chairman. First off, I'd like to thank Kelly Atkinson for – and Cathy Lewis for coming to the Lee District Land Use Committee on Monday night to present staff's opinion, even though they knew that they were coming into a situation where staff – staff's opinion wasn't going to carry the day with the community. But they did a very good job and were very professional and I want to thank them for coming out. As we heard tonight, staff doesn't have a problem with townhomes at this site. What we essentially – what it boils down, as I see it, is five townhomes versus four townhomes; and four – and keeping the existing five multifamily apartments, which no one in the community wants. You've seen the pictures. You've seen what the site looks like currently. With this application the community gains funding for parks or a playground next door, improves stormwater management, frontage improvements to include additional pavement to accommodate a road bike lane along Buckman Road, and a wider sidewalk along Main Street, and a full transitional screening between the proposed townhomes and the abutting single family home. As I had mentioned earlier, the Lee District Land Use Committee heard from the applicant and staff on Monday night and decided to support the applicant's application – this PCA – as currently brought forth. But as Mr. Hart mentioned tonight, I just want to get Ms. Strobel to agree to this to make certain that we have it because we have a Board date on July 28th. I would like to get this to it in some form or fashion. But as Mr. Hart mentioned, PROFFER NUMBER 5 DOESN'T SPEAK TO THE MAINTENANCE AGREEMENT OR INSURANCE ON THIS. AND IF THIS GETS passed by the Planning Commission tonight, are you able to put something in writing between now and the 28th for the Board to make certain that we do have a maintenance agreement SO IT'S NOT – as Mr. Hart described – AN ORPHAN?

Lynne Strobel, Esquire, Applicant's Agent, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: Yes. Yes, we will do that.

Commissioner Migliaccio: Thank you. And once I find the motions again – – Thank you Mr. Chairman. As I just mentioned, I plan on going against staff's recommendation this evening and moving this forward to the Board of Supervisors. And therefore, Mr. Chairman, I MOVE THAT THE PLANNING – THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PCA 94-L-004, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED JULY 14, 2015, WITH THE AMENDMENT THAT MS. STROBEL JUST AGREED TO.

Commissioners Flanagan and Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant and Mr. Flanagan. Is there any discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 94-L-004, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE WAIVERS AND MODIFICATIONS PROVIDED UNDER A SEPARATE ATTACHMENT AND DATED JULY 15, 2015 AND AS NOTED IN THE STAFF REPORT.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there any discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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

JN

Board Agenda Item
July 28, 2015

3:30 p.m.

Public Hearing on SE 2015-HM-006 (Metropolitan Washington Airports Authority (MWAA) and the Virginia Department of Rail and Public Transportation on Behalf of the Washington Metropolitan Area Transit Authority) to Permit Electronically-Powered Regional Rail Transit Facilities, Located on Approximately 22,550 Square Feet of Land Zoned I-4 (Hunter Mill District)

This property is located at 12530 Sunrise Valley Drive Herndon, 20191. Tax Map 16-4 ((1)) 27 (pt.).

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 22, 2015, the Planning Commission voted 10-0 (Commissioners Lawrence and Migliaccio were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-HM-006, subject to the development conditions dated July 8, 2015.

In a related action, the Commission voted 10-0 (Commissioners Lawrence and Migliaccio were absent from the meeting) to approve 2232-H15-7. The Commission noted that the application was substantially in accord with the provisions of the adopted Comprehensive Plan.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4493232.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Mary Ann Tsai Planner, DPZ

SE 2015-HM-006/2232 H15-7 METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (MWAA)/VIRGINIA DRPT/WMATA

After Close of the Public Hearing.

Commissioner de la Fe: Thank you, Mr. Chairman - somewhere in here I have a motion or a series of motion - first of all, could the applicant's representative please confirm for the record that you are in agreement with the proposed development conditions dated July 8, 2015, please.

John McBride, Applicant's Agent, Odin, Feldman & Pittleman, P.C: I so confirm.

Commissioner de la Fe: Thank you very much. Mr. Chairman, I concur with staff's conclusion that the proposed electrically-powered regional rail transit facilities satisfy the criteria of location, character, and extent as specified in Section 15.2-2232 of the Code of Virginia as amended therefore, I MOVE THAT THE PLANNINIG COMMISSION FIND 2232-H15-7 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of that motion? All those in favor of the motion to approve 2232-H15-7, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, Mr. de la Fe.

Commissioner de la Fe: Mr. Chairman, I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2015-HM-006, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED JULY 8, 2015.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2015-HM-006, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried by a vote of 10-0. Commissioner Lawrence and Migliaccio absent from the meeting.)

TMW

Board Agenda Item
July 28, 2015

4:00 p.m.

Public Hearing on SE 2014-LE-050 (Sandra Scruggs Building Blocks Child Care) to Permit a Home Child Care Facility, Located on Approximately 1,950 Square Feet of Land Zoned PDH-4 and NR (Lee District)

This property is located at 6076 Joust Lane, Alexandria 22315. Tax Map 91-4 ((9)) (24) 40.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 11, 2015, the Planning Commission voted 9-0 (Commissioners de la Fe, Lawrence, and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-LE-050, subject to Development Conditions dated June 11, 2015.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4488296.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Suzanne Wright, Planner, DPZ

SE 2014-LE-050 – SANDRA SCRUGGS, BUILDING BLOCKS CHILD CARE

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. Migliaccio. You'll take the motion. Okay, there we go.

Commissioner Migliaccio: Thank you, Mr. Chairman. Ms. Scruggs, can you just please confirm for the record that you agree to the proposed development conditions dated June 11th, 2015?

Sandra Scruggs, Owner, Building Blocks Child Care: Yes, I do.

Commissioner Migliaccio: Thank you very much.

Ms. Scruggs: Thanks.

Commissioner Migliaccio: Thank you, Mr. Chairman. I have one quick motion. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-LE-050, SUBJECT TO CONDITIONS DATED JUNE 11TH, 2015.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there any discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-LE-050, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried by a vote of 9-0. Commissioners de la Fe, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item
July 28, 2015

4:00 p.m.

Public Hearing on PRC 80-C-111 (Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints) to Approve the PRC Plan Associated With RZ 80-C-111 to Permit Modifications to an Existing Place of Worship, Located on Approximately 3.53 Acres of Land Zoned PRC (Hunter Mill District)

This property is located on the South Side of Lake Newport Road and East Side of Fairfax County Parkway. Tax Map 11-3 ((13)) 1.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 15, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PRC 80-C-111, subject to the conditions dated June 30, 2015; and
- Approval of a modification of the transitional screening to permit the landscaping as shown on the PRC Plan and a waiver of the barrier requirements.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4492629.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Carmen Bishop, Planner, DPZ

PRC 80-C-111 – CORPORATION FOR THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS (Hunter Mill District)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. de la Fe.

Commissioner de la Fe: Thank you, Mr. Chairman. Mr. Chairman, this is – appears a simple case, but it is a – for me and I think for a lot of people, as well as Mr. Brazier, a difficult decision because in Reston we tend to really value trees. We really try to discourage cars as much as possible. We have some very robust public transportation system; however – and I might say when this was voted on by the Reston Planning and Zoning, unlike most of their decisions this was a split decision. I think it passed by one vote in favor, primarily for the reasons of sacrificing trees for cars. On the other hand, I believe that as times change I – we have to recognize at some point reality and in this case the church is not increasing its seating capacity. What they are doing is, in effect, recognizing that cars are being parked outside of their parking lot as their – the number of cars that come with their congregants increases for each service. And as difficult as it is, we've taken as much as we can as far as mitigating the increase in parking by having permeable surfaces, increasing the landscaping, and so forth. And at this time I tend to agree with staff that, although it's a difficult decision, I think at this point I would agree with staff that we should recommend approval. So, Mr. Chairman, I request that the applicant come forward and confirm for the record their agreement to the proposed development conditions dated June 30th, 2015.

Andrew Yeagle, Rinker Design Associates, PC: I do affirm.

Commissioner de la Fe: Thank you. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PRC 80-C-111, SUBJECT TO THE CONDITIONS DATED JUNE 30TH, 2015.

Commissioners Hart and Flanagan: Second.

Chairman Murphy: Seconded by Mr. Hart and Mr. Flanagan. Is there any discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PRC 80-C-111, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF THE TRANSITIONAL SCREENING TO PERMIT THE LANDSCAPING AS SHOWN ON THE PRC PLAN AND A WAIVER OF THE BARRIER REQUIREMENTS.

Commissioners Hart and Flanagan: Second.

Chairman Murphy: Seconded by Mr. Hart and Mr. Flanagan. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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

JN

Board Agenda Item
July 28, 2015

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2015-III-DS2, Located South of EDS Drive, North of Wall Road, and West of Air And Space Museum Parkway (Sully District)

ISSUE:
Plan Amendment (PA) 2015-III-DS2 proposes to amend the Comprehensive Plan guidance for an approximately 18.7-acre site, Tax Map parcel 24-4 ((1)) 6B4, located in Land Unit D-3 of the Dulles Suburban Center. The site is currently planned for campus style office uses at an intensity of .50 to 1.0 FAR, with an option for mixed use development up to .70 FAR for the area located south of EDS Drive. The amendment considers replacing approved office uses with up to 150 residential townhomes, and the inclusion of property for a County senior center or other county facility, and a youth sports facility on the site.

PLANNING COMMISSION RECOMMENDATION:
On June 24, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors the adoption of Plan Amendment 2015-III-DS2, as shown on pages 12 to 14 of the Staff Report dated June 10, 2015.

In a related action the Planning Commission voted 10-1 (Commissioner Hurley voted in opposition and Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors modification of the language on Pages 12 and 13 of the Staff Report, to delete, “or after school or county programs, such as head start.”

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation, as shown on pages 12-14 of the staff report dated June 10, 2015, as amended on June 24, 2015.

TIMING:
Planning Commission public hearing – June 24, 2015
Board of Supervisors’ public hearing – July 28, 2015

BACKGROUND:
On January 27, 2015, the Board of Supervisors (Board) authorized PA 2015-III-DS2 for Tax Map Parcel 24-4 ((1)) 6B4, located south of EDS Drive, north of Wall Road, and

west of Air And Space Museum Parkway. The Board authorized staff to consider up to 150 residential townhomes and inclusion of property for a county senior center or other county facility, and a youth sports facility on the site.

The Plan amendment considers an option for additional residential uses and land for a county facility on the site, while retaining the existing Plan conditions for the existing mixed-use option.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim and Recommendation
Attachment II: Planning Commission Revision to Staff Report Recommendation

The Staff Report for 2015-III-DS2 has been previously furnished and is available online at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2015-iii-ds2.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Leanna O'Donnell, Chief, Policy and Plan Development Branch, PD, DPZ
Tarek Bolden, Planner II, Policy and Plan Development Branch, PD, DPZ

PA 2015-III-DS2 – DULLES SUBURBAN CENTER, LAND UNIT D-3, TIMBER RIDGE (Sully District)

After Close of the Public Hearing

Chairman Murphy: All right. Public hearing is closed. Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. I'm going to make a motion and Commissioner Strandlie is going to have an amendment on the schools language so – as staff indicated, the Amendment would modify the Plan language for Tax Map Parcel 24-4 ((1)) 6B4 to replace the approved office uses with up to 150 residential townhomes and land for County use, such as a community center. Staff has indicated that a residential development option for the subject property would align with existing character of the development within the land unit. Therefore, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2015-III-DS2, AS SHOWN ON PAGES 12 TO 14 IN THE STAFF REPORT DATED JUNE 10TH, 2015 – and Ms. Strandlie.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors –

Commissioner Litzenberger: Ms. Strandlie wants to make an amendment.

Commissioner Strandlie: I'm offering friendly amendment.

Chairman Murphy: Amendment – okay.

Commissioner Strandlie: A FRIENDLY AMENDMENT TO THE LANGUAGE ON THE BOTTOM OF PAGE 12 OF THE STAFF OF THE REPORT, CONTINUING ONTO PAGE 13 – DELETE THE LANGUAGE, "OR AFTER SCHOOL OR COUNTY PROGRAMS, SUCH AS HEAD START." And that would be the deletion.

Chairman Murphy: Okay.

Commissioner Hedetniemi: Second.

Chairman Murphy: All right, let's just second the entire package – the motion made by Mr. Litzenberger and the friendly amendment. All those in favor –

Commissioner Hart: Mr. Chairman?

Commissioner Hurley: Discussion?

Chairman Murphy: All right – discussion.

Commissioner Hurley: I am still uncomfortable with why there is any opposition to – I mean, those are just – as was said, the staff wants to have it as broad as possible – a senior center, a basketball court, a whatever – and there are after school programs – or County programs is what it says – SACC is a County program. So by saying "or," that means they're different. After school program could be kinder-care. It could be all sorts of things. I don't see why there's – you know, we're trying to make it – the staff's trying to make it as broad as possible – anything from kinder-care to an elder care and everything in between. I don't understand.

Commissioner Strandlie: Kinder-care is not co-located in the elementary schools.

Commissioner Hurley: But that's not what we're talking about. We're not talking about schools at all. They're talking – what this paragraph says is in this application – in this case – they want to set aside some acreage – about five acres – for some – some facility, whether it's for youth or seniors or whatever – a community use package. It has nothing to do with the school system or SACC or whatever.

Commissioner Strandlie: This – this just – this talks about opportunities for shared space in private buildings for activities such as community use, adult education, vocational training, academy programs, or after school or County programs such as Head Start.

Commissioner Hurley: Yes – County programs such as Head Start, which is different from SACC.

Commissioner Strandlie: The after school program is SACC.

Commissioner Hurley: Okay. I hear that differently. Maybe the staff can clarify it to me – after school or County say that's – SACC is a County program.

Leanna O'Donnell, Planning Division, Department of Planning and Zoning: The – if I –

Commissioner Strandlie: It's the same thing and that was my question to him.

Ms. O'Donnell: The – the second bullet from-

Chairman Murphy: Hold on. Go ahead.

Ms. O'Donnell: The second bullet from the bottom of – the second bullet up from the bottom of the page on page 12 discusses the five acres for the – to be dedicated to the County for use, such as a community center. Separate from that, we have a different recommendation that introduces flexibility to how the school contribution may be used so they're different. The – one condition is specific to the five acres for a community and the next one is the one that talks about the school – how the school contribution may be-

Commissioner Hurley: So this paragraph is about how it's ameliorating the impact upon the school system.

Ms. O'Donnell: Correct.

Commissioner Hurley: Okay. I understand now. Thank you.

Chairman Murphy: Mr. Ulfelder.

Commissioner Ulfelder: Would Commissioner Strandlie slowly go through what you're striking so I will fully – where you start?

Commissioner Strandlie: Certainly. I am striking from "or after – or County programs such as Head Start."

Commissioner Ulfelder: So it's-

Commissioner Strandlie: It is at the top of page 13.

Commissioner Flanagan: 13 – the very first line.

Commissioner Ulfelder: Okay.

Commissioner Strandlie: So the school-age child care programs are run by the County and they utilize dedicated classroom space in the schools and it's part of our CIP recommendations every year. You'll see that in the line item. So the County runs those programs. They pay the staff. But they are located on-site for the schools and we are preserving those space – that space and that integrity.

Chairman Murphy: I think that memo I sent about verbatims just went down the tubes here-

Commissioner Hart: Yeah, we're past that.

Chairman Murphy: -or the sewers on that previous application. Mr. Migliaccio.

Commissioner Migliaccio: Thank you. Just on that point for staff – does the last sentence give enough leeway in that bullet point for – if they need to do something with after school programs or anything else so it's not specifically marked on the sentence before?

Ajay Rawat, Facilities Services Planning, Fairfax County Public Schools: The last sentence talks about the school capacity piece and Commissioner Strandlie has a concern about the after school program.

Commissioner Migliaccio: Okay. I'll shut up because we're on verbatim.

Chairman Murphy: Go ahead. No, make your point, I mean.

Commissioner Migliaccio: But you're talking about additional resources to accommodate its growing student population. A creative person can read that many different ways. You have many

attorneys at the Fairfax County Public School system that are hired to read and do – I understand Ms. Strandlie is talking about after school. I'm just trying to find a solution. I think the last sentence gives the school system enough leeway within the Plan Amendment here to allow Ms. Strandlie to strike what she's doing and allow anybody with a reasonable thought process to go ahead and implement it if they can get it to the Board.

Mr. Rawat: Absolutely.

Commissioner Migliaccio: So-

Mr. Rawat: Absolutely, yes.

Commissioner Migliaccio: Okay. Thank you.

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Mr. Hart.

Commissioner Hart: Yeah, the verbatim is trashed already. I guess the objective of the amendment is to deprive the Board of Supervisors of the flexibility to consider an option that I guess Commissioner Strandlie is saying is a bad idea. My question for staff is – does staff prefer it the way it was with the flexibility in it? Or is staff okay with the amendment based on what Commissioner Migliaccio is saying – is that even if we cut out those 8 or 10 words, they can still do it anyways with that last claws?

Chairman Murphy: Or don't they care?

Mr. Rawat: Fairfax County Public Schools – it's staff's preference would be – to keep it the way it is because it puts it in exact words. More programs could be used off-site – off school site. But as Commissioner – Mr. James – I cannot repeat the last name –

Chairman Murphy: Hurley.

Mr. Rawat: -said that –

Chairman Murphy: Or Migliaccio.

Mr. Rawat: -there is enough flexibility in the language that could provide some opportunities to provide these programs off-site. But again, staff's preference would be to keep – in the language.

Commissioner Hart: The schools wants it the way it was. How about – how about Planning and Zoning?

Ms. O'Donnell: I think the language – it provides additional flexibility, but this is used as a guide and, you know, as a – as the zoning moves through the process, the details of the school contribution will be worked out for this particular case. So if the Commission – if the Commission wants to remove that language, I don't think that's going to cause a huge problem

for us. It provides flexibility in the Plan, but the details are going to be worked out in the zoning and I think that last statement does provide some additional flexibility here.

Commissioner Strandlie: Just – just to clarify, I did not strike that to give them some flexibility. But the specific intention is that the SACC programs will not be moved off-site.

Commissioner Hart: Staff can live with the amendment because we think the Board could still end up there anyway. That's a yes?

Ms. O'Donnell: I think they could and I think, you know, if there's obviously a strong concern about SACC programs, in particular, you know that – that would come up during the zoning process too. I don't know that – you know –

Chairman Murphy: Why don't we just say SACC programs in-

Ms. O'Donnell: -that could be addressed at that point too.

Commissioner Hart: I'll be quiet.

Commissioner Litzenberger: Mr. Chairman?

Chairman Murphy: Who are you? Mr. Litzenberger.

Commissioner Litzenberger: I think it's important that this Commission have standardization on this issue. We already passed the exact same thing for a school in the Mason District. We ought to do the same thing in the Sully. Thank you.

Chairman Murphy: All right. We'll vote on the amendment. All those in favor – I believe it was seconded by Ms. Hedetniemi.

Commissioner Hedetniemi: Yes.

Chairman Murphy: All those in favor of the amendment offered by Ms. Strandlie, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Hurley: Nay.

Chairman Murphy: Motion carries. Ms. Hurley votes no. All right, we'll go back to the main motion. All those in favor of the motion to recommend to the Board of Supervisors that it adopt PA 2015-III-DS2, as amended by the motion by Ms. Strandlie, say aye.

Commissioners: Aye.
Chairman Murphy: Opposed? Motion carries. Ms. Hurley, do you abstain or-

Commissioner Hurley: No.

Chairman Murphy: You're going to vote – okay. All right so. Hey, we could've done that 20 minutes ago. All right.

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(The first motion carried by a vote of 10-1. Commissioner Hurley voted in opposition. Commissioner Lawrence was absent from the meeting.)

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

JLC

Attachment II

PA 2015-III-DS2 – DULLES SUBURBAN CENTER, LAND UNIT D-3, TIMBER RIDGE (Sully District)

JUNE 24, 2015 PLANNING COMMISSION RECOMMENDED REVSION TO DRAFT STAFF TEXT

"If land use mix option B is chosen, no less than five acres of Tax Map Parcel 24-4 ((1)) 6B4 should be dedicated for a use such as a community center. In addition, with respect to schools, other "in-kind" contributions may be appropriate to mitigate the impacts of development on the school system. Examples of "in-kind" contributions include land dedication; opportunities for shared space in private buildings for activities such as community use, adult education, vocational training, academy programs ~~or after school or county programs such as head start~~; or other alternative arrangements that provide Fairfax County Public Schools with additional resources to accommodate its growing student population."

Board Agenda Item
July 28, 2015

4:00 p.m.

Public Hearing on SE 2014-MV-073 (Superior Concrete Materials, Inc.) to Permit a Concrete Mixing and Batching Plant with Storage and Accessory Uses and an Increase in Building Height from 75.0 Feet up to a Maximum of 85.0 Feet, Located on Approximately 2.00 Acres of Land Zoned I-6 (Mount Vernon District)

This property is located at 8420 Terminal Road Lorton, 22079. Tax Map 99-3 ((1)) 16A.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 17, 2015, the Planning Commission voted 9-0-1 (Commissioner de la Fe abstained from the vote and Commissioners Lawrence and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-MV-073, subject to the Development Conditions dated June 4, 2015

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4488466.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Mary Ann Tsai, Planner, DPZ

SE 2014-MV-073 – SUPERIOR CONCRETE MATERIALS INC.

Decision Only During Commission Matters
(Public Hearing held on June 10, 2015)

Commissioner Flanagan: Yes, I have a decision only for this evening. It's SE 2014-MV-073, Superior Concrete Materials Incorporated. On June 10, the Commission heard testimony regarding a proposed concrete batching facility on Terminal Road where it intersects with the Fairfax County Parkway in Lorton. During the hearing, the applicant proposed an additional Condition 19 that would prohibit concrete delivery and material trucks from using Lorton Road. Testimony confirmed that staff, the Commission, and the Board of Supervisors have approved conditions that prohibit trucks from using a portion of Lorton Road between Richmond Highway and Furnace Road. Staff, however, stated that they did not recommend the addition of the condition proposed by Superior Concrete and the Commission deferred a decision until tonight to allow Superior to consider revisions of their Condition 19 and also using a suggested side-agreement between Superior and the Lorton neighborhood instead. I have since worked – well – since last Thursday – with the Lorton neighborhood associations and Superior on both options. Since – and I am pleased to report that Superior has provided a revised Condition 19 and a side-agreement, either of which are acceptable to Superior, the Lorton neighborhood, and me. The revised Superior Condition 19 option would now only prohibit Superior trucks from using that portion of Lorton Road in the same way as previously approved by staff on other SE applications. The side-agreement option between Superior and the Lorton community would do the same, but be less bureaucratic, faster, and easier to enforce without the use of police. It is based upon an agreement between the Luck Stone Quarry in Sully District and adjacent communities that prohibited quarry truck drivers from using local roads, such as Pleasant Valley, Stone, and Old Post Office Roads, before such routes were posted by VDOT with "through-truck prohibited" signs. The prior Luck Stone agreement – and now VDOT signs – benefit adjacent neighborhoods, including the homes of Commissioners Hart and Litzenberger. Therefore, Mr. Chairman, I request that the applicant confirm for the record, their agreement to the proposed development conditions without a Condition 19 and dated June 4, 2015.

Chairman Murphy: Mr. Painter.

Andrew Painter, Applicant's Agent, Walsh, Colucci, Lubeley & Walsh, PC: Good evening, Mr. Chairman – Commissioner Flanagan. My name is Andrew Painter, for the record, with the law firm Walsh Colucci. For the record, we have read, understand, and agree to the conditions of approval without Condition 19.

Commissioner Flanagan: And you have given the community a side-agreement, I understand, also as well. Is that right?

Mr. Painter: We have – dated June 16th – that's correct.

Commissioner Flanagan: And they've agreed to that?

Mr. Painter: Correct.

Commissioner Flanagan: Okay. Therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-MV-073, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JUNE 4, 2015.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. 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-MV-073, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Abstain – not present.

Chairman Murphy: Mr. de la Fe abstains – not present for the public hearing. Thank you, Mr. Painter.

Mr. Painter: Thank you.

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(The motion carried by a vote of 9-0-1. Commissioner de la Fe abstained. Commissioners Lawrence and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

4:00 p.m.

Public Hearing on RZ 2013-DR-017 (JLB Dulles Tech LLC) to Rezone from I-4 to PRM to Permit Residential Use With an Overall Floor Area Ratio of 0.99, Inclusive of Any Bonus Associated with the Provision of ADU's or WDU's, and Approval of the Conceptual Plan, Located on Approximately 11.60 Acres of Land, Comprehensive Plan Recommended Mixed Use (Dranesville District)

(Concurrent with PCA 79-C-037-07, PCA 2002-HM-043, SEA 85-C-119, and SEA 2002-HM-046-02)

This property is located on the South Side of Dulles Technology Drive approximately 450 Feet East of its Intersection with River Birch Road. Tax Map 16-3 ((1)) 4 M

and

Public Hearing on PCA 79-C-037-07 (JLB Dulles Tech LLC) to Amend the Proffers for RZ 79-C-037 Previously Approved for Office to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design to Permit Residential Use With an Overall Floor Area Ratio of 0.99, Inclusive of Any Bonus Associated With ADU's or WDU's, Located on Approximately 11.60 Acres of Land Zoned I-4, Comprehensive Plan Recommended Mixed Use (Dranesville District)

(Concurrent with RZ 2013-DR-017, PCA 2002-HM-043, SEA 85-C-119, and SEA 2002-HM-046-02).

This property is located on the South Side of Dulles Technology Drive approximately 450 feet East of its Intersection With River Birch Road. Tax Map 16-3 ((1)) 4 M.

and

Public Hearing on PCA 2002-HM-043 (JLB Dulles Tech LLC / Fairfax County Park Authority) to Amend the Proffers and Conceptual Plan for RZ 2002-HM-043, Previously Approved for a Storm Water Management Facility to Permit Site Modifications and Associated Modifications to Proffers and Site Design for the Construction of a Public Road, Located on Approximately 10.87 Acres of Land Zoned PDC, Comprehensive Plan Recommended Public Parks (Dranesville District)

(Concurrent with RZ 2013-DR-017, PCA 79-C-037-07, SEA 85-C-119, and SEA 2002-HM-046-02).

This property is located in the South West Quadrant of the Intersection of Sunrise Valley Drive and Centreville Road. Tax Map 16-3 ((1)) 5 D

and

Public Hearing on SEA 2002-HM-046-02 (JLB Dulles Tech LLC / Fairfax County Park Authority) to Amend SE 2002-HM-046 Previously Approved for Uses in a Floodplain to Permit the Deletion of Land Area and Associated Modifications to Site Design and Development Conditions for the Construction of a Public Road, Located on Approximately 8.10 Acres of Land Zoned PDC (Dranesville District)

(Concurrent with RZ 2013-DR-017, PCA 79-C-037-07, PCA 2002-HM-043, and SEA 85-C-119)

This property is located in the South West Quadrant of the Intersection of Sunrise Valley Drive and Centreville Road approximately 450 Feet East of its Intersection with River Birch Road. Tax Map 16-3 ((1)) 5 D

and

Public Hearing on SEA 85-C-119 (JLB Dulles Tech LLC / Fairfax County Park Authority) to Amend SE 85-C-119 Previously Approved for a Storm Water Management Facility in Floodplain to Permit Uses in Floodplain and Associated Modifications to Site Design and Development Conditions, Located on Approximately 14.38 Acres of Land Zoned I-4 and PDC (Dranesville District)

(Concurrent with RZ 2013-DR-017, PCA 79-C-037-07, PCA 2002-HM-043, and SEA 2002-HM-046-02)

This property is located on the South Side of Dulles Technology Drive approximately 450 Feet East of its Intersection with River Birch Road. Tax Map 16-3 ((1)) 4 M and 5 D.

On June 23, 2015, the Board of Supervisors deferred this public hearing to July 28, 2015 at 4:00 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 18, 2015, the Planning Commission voted 10-2 (Commissioner Migliaccio and Sargeant were absent from the meeting) to make the following recommendations to the Board of Supervisors:

- Approval of PCA 79-C-037-07 subject to the execution of proffers consistent with those dated June 17, 2015;

- Approval of RZ 2013-DR-017, subject to the execution of proffers consistent with those dated June 17, 2015;

- Approval of a modification of the tree planting width from eight feet to six feet along the public roadway frontage and private driveway, in favor of structural planting cells, or other methods as coordinated with Department of Public Works and Environmental Service, Urban Forestry Management Division, when necessary due to the placement of utilities;

- Approval of a modification of the interior parking lot landscaping, in favor of the alternatives as shown on the CDP/FDP and as conditioned;

- Approval of a modification of the number of loading spaces from 6 to 2, in favor of the alternatives as shown on the CDP/FDP and as conditioned;

- Approval of PCA 2002-HM-043, subject to the execution of proffers consistent with those dated June 17, 2015;

- Approval of SEA 2002-HM-046-02, subject to the proposed development conditions dated June 17, 2015; and

- Approval of SEA 85-C-119, subject to the proposed development conditions dated June 17, 2015.

In a related action the Planning Commission voted 10-2 (Commissioner Migliaccio and Sargeant were absent from the meeting) to approval of FDP 2013-DR-017 and FDPA 2002-HM-043-02, subject to the proposed development conditions dated June 17, 2015;

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4489850.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Joe Gorney, Planner, DPZ

RZ/FDP 2013-DR-017/PCA 79-C-037-07 – JLB DULLES TECH, LLC
PCA 2002-HM-043/FDPA 2002-HM-043-02/SEA 85-C-110/SEA 2002-HM-046-02 –
JLB DULLES TECH, LLC & FAIRFAX COUNTY PARK AUTHORITY

After Close of the Public Hearing

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

Commissioner Ulfelder: Thank you, Mr. Chairman. There's been a lot of time, effort, and work put into this application and it has shifted significantly in certain regards and I think in most cases it has – it has been improved over time and has met some key objectives of the Comprehensive Plan for this area. We have scheduled a Board date of June 23rd; and therefore, I'm going to move the action this evening by the Planning Commission. And if you'll bear with me, this is going to take about a half hour to go through the series of motions that we're going to make, and I think I'll do them one by each so that we can be clear on exactly what we're going to be recommending to Board for their consideration. And I'll also do this with the understanding that a couple of the issues that came up this evening that we discussed will be addressed in the – in the proffer language or development conditions between now and the Board, between staff and the applicant. So, Mr. Chairman, I'm going to MOVE THAT THE PLANNING COMMISSION RECOMMEND THE FOLLOWING: first: APPROVAL OF PCA 79-C-037-07, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JUNE 17TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there any discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 79-C-037-07, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder: I'm going to recommend – I recommend that the Board – THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF RZ 2013-DR-017, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JUNE 17TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2013-DR-017, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder – THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES TO APPROVE THE FOLLOWING:

- MODIFICATION OF THE TREE PLANTING WIDTH FROM EIGHT FEET TO SIX FEET ALONG THE PUBLIC ROADWAY FRONTAGE AND PRIVATE DRIVEWAY IN FAVOR OF STRUCTURAL PLANTING CELLS OR OTHER METHODS, AS COORDINATED WITH THE URBAN FORESTRY MANAGEMENT DIVISION, WHEN NECESSARY DUE TO THE PLACEMENT OF UTILITIES;
- MODIFICATION OF THE INTERIOR PARKING LOT LANDSCAPING IN FAVOR OF THE ALTERNATIVES, AS SHOWN ON THE CDP/FDP AND AS CONDITIONED; AND
- MODIFICATION OF THE NUMBER OF LOADING SPACES FROM SIX TO TWO, IN FAVOR OF THE ALTERNATIVES AS SHOWN ON THE CDP/FDP AND AS CONDITIONED.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA 2002-HM-043, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JUNE 15TH, 2015. (sic)

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Mrs. Hedetniemi. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 2002-HM-043, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: Further, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SEA 2002-HM-046-02, SUBJECT TO DEVELOPMENT CONDITIONS DATED JUNE 17TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 2002-HM-046-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: I further recommend that the – I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SEA 85-C-119, SUBJECT TO DEVELOPMENT CONDITIONS DATED JUNE 17TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Mrs. Hedetniemi. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 85-C-119, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: I also MOVE THAT THE PLANNING COMMISSION APPROVE THE FOLLOWING, and I'll read both of them –

- FDP 2013-DR-017, SUBJECT TO DEVELOPMENT CONDITIONS DATED JUNE 17TH, 2015; and
- FDPA 2002-HM-043-02, SUBJECT TO DEVELOPMENT CONDITIONS DATED JUNE 17TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Mrs. Hedetniemi. Is there a discussion? All those in favor of the motion to approve FDP 2013-DR-017 and FDPA 2002-HM-043-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(Each motion carried by a vote of 10-2. Commissioner Migliaccio and Sargeant were absent from the meeting.)

JN

Board Agenda Item
July 28, 2015

4:00 p.m.

Public Hearing on RZ 2014-PR-018 (The Evergreene Companies, LLC) to Rezone from R-1 to R-4 to Permit Residential Development with a Total Density of 2.33 du/ac, Located on Approximately 1.28 Acres of Land Comprehensive Plan Recommendation 3-4 du/ac (Providence District)

This property is located on the South Side of Chain Bridge Road in the South West Quadrant of its Intersection with Sutton Road. Tax Map 48-1 ((1)) 50.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 25, 2015, the Planning Commission voted -0-2 (Commissioners Litzenberger and Strandlie abstained from the vote and Commissioners Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-PR-018 subject to proffers consistent with those dated May 28, 2015; and

- Direct the Director of the Department of Public Works and Environmental Services to approve a deviation of the tree preservation requirements in favor of what is shown on the GDP.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4482415.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Suzanne Wright Planner, DPZ

RZ 2014-PR-018- THE EVERGREENE COMPANIES, LLC (Providence)

Decision Only During Commission Matters
(Public Hearing held on April 16, 2015)

Commissioner Hart: Thank you, Mr. Chairman. On the Evergreene case – on April 16th the Commission held a public hearing on the Evergreene Company's request to rezone 1.2 acres in the Providence District. We deferred decision twice in order to work on a number of issues raised by the neighbors, the commission, and the supervisor's office - including the intensity, parking, stormwater, landscaping and noise. I first want to thank Suzanne Wright and Cathy Lewis, as well as Mike Wing in Supervisors Smyth's office, for their fine work on this case and their insistence and guidance with the resolution of citizen concerns. Especially, as I'm still pitch-hitting for Commissioner Lawrence on the Providence cases. I also want to thank the speakers who spoke or submitted written comments and I believe their participation in the process has resulted in an approved application. I also want to thank Mr. Adams and the applicant for listening to all the communities' feedback and continuing to work with staff towards a resolution of the neighbor's concerns. Infill cases can be difficult, sometimes the smaller cases are the most difficult. The geometry of this site is particularly challenging. The lot is long and shallow but the vehicular access has to come from the short end rather than having the driveways directly connect to Route 123. The site backs up to a Verizon facility and has a large gas meter at one end. The use will be heavily impacted by a noisy arterially roadway. As the commission may remember, the site has been the subject of previous unsuccessful applications both for residential use and for a child care operation. This time around the applicant originally sought approval for four lots. But after the public hearing, revised the application to show only three lots and made other revisions to the proffers including relocation of the access point from the service drive, enlargement of the driveways, and a commitment that the sound walls or acoustical fencing will not be cinderblock or plastic faux bricks. With three lots we are now at a density of 2.33 units per acre, below the plan range of three to four dwellings per acre, but a density that is more workable on a very problematic site. Not every leftover infill site is going to achieve the density levels theoretically possible under the Comprehensive Plan. Staff has recommended approval, both in the addendum and the original staff report. I concur with staff's recommendation and adopt its rationale. I believe the three lot layout is a significant improvement from where we started and that the case is now ready to move forward. Therefore, Mr. Chairman, I FIRST MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THEY APPROVE RZ 2014-PR-018 SUBJECT TO PROFFERS CONSISTENT WITH THOSE NOW DATED MAY 28, 2015.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. 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-018 say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Litzenberger: Uh, Mr. Chairman? I abstain.

Chairman Murphy: Oh, Mr. Litzenberger abstains.

Commissioner Strandlie: I - Mr. Chairman.

Chairman Murphy: On the last item also.

Commissioner Strandlie: I need to abstain too, I was not here for the hearing.

Chairman Murphy: All right, thank you.

Commissioner Hart: Secondly, Mr. Chairman, I MOVE THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO APPROVE A DEVIATION OF THE TREE PRESERVATION REQUIREMENTS IN FAVOR OF WHAT IS SHOWN ON THE GDP.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Discussion? All those in favor of that motion say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstentions.

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(The motion carried by a vote of 7-0-2. Commissioners Litzenberger and Strandlie abstained. Commissioners Flanagan, Lawrence, and Sargeant were absent from the meeting.)

TMW

Board Agenda Item
July 28, 2015

4:30 p.m.

Public Hearing on PCA 85-P-037 (International Place at Tysons LLC) to Amend the Proffers for RZ 85-P-037 Previously Approved for Vehicle Sale, Rental, and Ancillary Service Establishments to Permit Retail Sales Establishment and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 0.15, Located on Approximately 5.40 Acres of Land Zoned C-8, SC and HC (Providence District)

This property is located South of Leesburg Pike North of Boone Boulevard and West of Gallows Road. Tax Maps 39-1 ((6)) 38 and 39-2 ((2)) 39.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 24, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors approval of PCA 85-P-037, subject to the execution of proffers consistent with those dated June 5, 2015.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4489988.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ), Bob Katai Planner, DPZ

PCA 85-P-037 – INTERNATIONAL PLACE AT TYSONS, LLC

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed. Recognize Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. This is a very straightforward case. It would allow a furniture store as an interim use in a vacant car dealership in Tysons Corner, pending redevelopment. It has staff's favorable recommendation, with which I concur. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA 85-P-037, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JUNE 5, 2015.

Commissioner Ulfelder: Second.

Chairman Murphy: Seconded by Mr. Ulfelder. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors to approve PCA 85-P-037, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

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

JLC

Board Agenda Item
July 28, 2015

4:30 p.m.

Public Hearing on Proposed Plan Amendment 2015-III-UP1, Located East of Utterback Store Road and North of State Route 7, Leesburg Pike (Dranesville District)

ISSUE:
Plan Amendment (PA) 2015-III-UP1 considers amending the Comprehensive Plan to permit a limited expansion of the Approved Sewer Service Area (ASSA) to provide a gravity sewer connection for Forestville Elementary School and Great Falls Nike Park, located in Area III, Upper Potomac Planning District, Hickory Community Planning Sector.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 24, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors the adoption of Plan Amendment 2015-III-UP1, as shown on pages 4 and 5 of the staff report dated June 10, 2015.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation, as shown on pages 4-5 of the staff report dated June 10, 2015.

TIMING:
Planning Commission public hearing – June 24, 2015
Board of Supervisors' public hearing – July 28, 2015

BACKGROUND:
On March 24, 2015 the Fairfax County Board of Supervisors (Board) authorized Plan Amendment 2015-III-UP1 for Tax Map Parcels 12-1 ((1)) 45A, 12-1 ((1)) 45, and 12-1 ((1)) 35, located at 1085 and 1149 Utterback Store Road, Great Falls, 22066. The authorization directed staff to consider a limited expansion of the ASSA to address health hazards of a failing septic system at Forestville Elementary School. According to the Comprehensive Plan, the Hickory Community Planning Sector is planned for uses that do not require public sewer service and may be developed with residential densities or with nonresidential uses that do not require public sewer service. The proposed plan amendment permits consideration of sewer service for Forestville Elementary School.

In addition, the authorization permits consideration of sewer service for the adjacent Great Falls Nike Park, as public restroom facilities may be required in the future at this heavily used Dranesville District park. The proposed sewer line would serve only these two public uses. The sewer line will not set a standard for future expansion of the ASSA or additional development unrelated to this proposal. The County's administrative policy, which permits the extension of sanitary sewer lines under certain circumstances up to 400 feet outside the approved ASSA, does not apply to the proposed sewer line and will be notated as such on the County's official ASSA map. Board Item Action 4, to be considered by the Board at this meeting, addresses the expansion of the approved sewer service area (ASSA).

FISCAL IMPACT:
None. The sewer line is funded through the FCPS 2013 bond referendum.

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim

Staff Report for 2015-III-UP1 has been previously furnished and is available online at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2015-iii-up1.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Chris B. Caperton, Chief, Facilities Planning Branch, PD, DPZ
Douglas W. Hansen, Senior Planner, Facilities Planning Branch, PD, DPZ

PA 2015-III-UP1 – FORESTVILLE ELEMENTARY SCHOOL (LIMITED EXPANSION OF APPROVED SEWER SERVICE) (Dranesville District)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Mr. Ulfelder.

Commissioner Ulfelder: Mr. Chairman, before we go on verbatim I would just like to say that the residents in Great Falls are very protective about any possible expansion of the approved sewer service area in their particular area – in that northern part of the Upper Potomac Planning District. In this case, however, the GSCA – the Great Falls Citizens Association – has made it clear that it supports the Comprehensive Plan Amendment and the proposed new sewer line that will follow. So with that, I would go on verbatim and –

Chairman Murphy: Okay.

Commissioner Ulfelder: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2015-III-UP1, FOUND ON PAGES 4 AND 5 OF THE STAFF REPORT DATED JUNE 10TH, 2015. The Amendment would modify the Plan language for Tax Map Parcels 12-1 ((1)) 45A, 12-1 ((1)) 45, and 12-1 ((1)) 35 to permit public sewer service for Forestville Elementary School and Great Falls Nike Park. The expansion of the Approved Sewer Service Area is needed to address the failing septic system at the school and also permit public restroom facilities at Nike Park. The proposed sewer line would serve only these two public uses. The sewer line will not set a standard for future expansion of the Approved Sewer Service Area or additional development unrelated to this proposal. This very limited proposal of the Approved Sewer Service Area will include a notation on Fairfax County's official Approved Sewer Service Area map that the 400-foot rule does not apply to this sewer line.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. 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 2015-III-DS2 [sic] as articulated by Mr. Ulfelder, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

//

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

JLC

Board Agenda Item
July 28, 2015

4:30 p.m.

Public Hearing on PCA 2008-LE-015-02 (Springfield Metro Center II, LLC) to Amend the Proffers for RZ 2008-LE-015 Previously Approved for Office Uses to Permit an Office Development and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 1.47, Located on Approximately 24,394 Square Feet of Land Zoned C-4 (Lee District)

(Concurrent with PCA 2011-LE-022 and PCA 1998-LE-064-03)

This property is located on the West Side of Springfield Center Drive South West of Springfield Metro Center. Tax Map 90-4 ((1)) 11B pt.

and

Public Hearing on PCA 1998-LE-064-03 (Springfield Parcel C, LLC) to Amend the Proffers for RZ 1998-LE-064 Previously Approved for Mixed Use Development to Permit an Office Development and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 1.47, Located on Approximately 8.80 Acres of Land Zoned C-4 (Lee District)

(Concurrent with PCA 2011-LE-022 and PCA 2008-LE-015-02)

This property is located at the Terminus of Metropolitan Center Drive South West of Springfield Metro Center. Tax Map 90-2 ((1)) 56C pt.

and

Public Hearing on PCA 2011-LE-022 (Springfield Metro Center II, LLC and Springfield 6601, LLC) to Amend the Proffers and Conceptual Plan for RZ 2011-LE-022 Previously Approved for an Office Development to Permit an Office Development and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 1.89, Located on Approximately 6.28 Acres of Land Zoned PDC (Lee District)

(Concurrent with PCA 1998-LE-064-03, and PCA 2008-LE-015-02)

This property is located on the West Side of Springfield Center Drive South West of Springfield Metro Center. Tax Map 90-2 ((1)) 56C pt., 58D, and 90-4 ((1)) 11B pt.

Board Agenda Item
July 28, 2015

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 15, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 1998-LE-064-3 and PCA 2008-LE-015-2, subject to the proffers consistent with those dated July 14, 2015;

- Approval of the following waivers and modifications:

  - Reaffirmation of the previously approved waiver of the rear yard requirement in accordance with Section 2-418 of the Zoning Ordinance in favor of that depicted on the Generalized Development Plan (GDP);

  - Reaffirmation of a waiver of the barrier requirement and modification of the transitional screening yard requirement to the west in accordance with Paragraphs 3 and 5 of Section 13-305 of the Zoning Ordinance as depicted on the GDP;

  - Approval of a waiver of the maximum height of a fence in a front yard per Paragraph 3B of Section 10-104 of the Zoning Ordinance to permit an 8-foot high security fence in the front yard as depicted on the GDP and in the proffers; and

  - Direct the Director of the Department of Public Works and Environmental Services to allow a deviation from the tree preservation target requirement identified in Section 12-0508 of the Public Facilities Manual in favor of what is shown on the GDP.

- Approval of PCA 2011-LE-022, subject to the proffers consistent with those dated July 14, 2015;

- Approval of the following waivers and modifications:

  - Reaffirmation of the previously approved modification of the loading space requirement to allow four spaces instead of the required five spaces by Paragraph 15 of Section 11-202 of the Zoning Ordinance as depicted on the CDPA/FDPA;

- Reaffirmation of an increase in the maximum floor area ratio from 1.5 to 1.89 for the previously approved Option 1 to be retained, in accordance with Section 6- 208 of the Zoning Ordinance as depicted on the CDPA/FDPA;

- Reaffirmation of a previously approved waiver of the barrier requirement and modification of the transitional screening yard requirement for the eastern portion of the site in accordance with Paragraph 11 of Section 13-305 of the Zoning Ordinance as depicted on the CDPA/FDPA; and

- Direct the Director of the Department of Public Works and Environmental Services to allow for a deviation from the tree preservation target requirement identified in Section 12-0508 of the Public Facilities Manual in favor of what is shown on the CDPA/FDPA.

- Approval of CDPA/FDPA 2011-LE-022, subject to the Development Conditions dated July 1, 2015.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4492644.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Kelly Atkinson Planner, DPZ

PCA 1998-LE-064-03/PCA 2008-LE-015-02 & PCA/CDPA/FDPA 2011-LE-022 – SPRINGFIELD PARCEL C LLC AND SPRINGFIELD 6601 LLC

After Close of the Public Hearing

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

Commissioner Migliaccio: Thank you, Mr. Chairman. I have quite a few waivers and modifications and motions and motions to make tonight, but this, as we heard, is a fairly simple case. We're simply moving about 127,000 square feet from Phase 2 to Phase 1 and providing an option in Phase 1 of combining two buildings into one building to allow the applicant to chase after a federal tenant. And if that doesn't happen they can go back to their original plan of 127,000 square feet additionally in Phase 2 and Phase 1 as is. Before I make my motions, can I get Ms. Mariska to please stand up and agree to these conditions?

Sara Mariska, Esquire, Applicant's Agent, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: We do agree to the single proposed development condition.

Commissioner Migliaccio: That was a tough one. Okay, thank you, Mr. Chairman. This application, as we heard tonight, has the support of our professional planning staff, has the Lee District Land Use Committee's support, and it also has my support. Therefore, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PCA 1998-LE-064-3 AND PCA 2008-LE-015-2, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED JULY 14, 2015.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to the Board of Supervisors that it approve PCA 2008-LE-015-2 and PCA 1998-LE-064-3, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Migliaccio.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE WAIVERS AND MODIFICATIONS PROVIDED UNDER A SEPARATE ATTACHMENT DATED JULY 15TH, 2015, AND AS NOTED IN THE STAFF REPORT.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PCA 2011-LE-022, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED JULY 14, 2015.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE WAIVERS AND MODIFICATIONS PROVIDED UNDER A SEPARATE ATTACHMENT AND DATED JULY 15TH, 2015, AND AS NOTED IN THE STAFF REPORT.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE CDPA/FDPA 2011-LE-022, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 1, 2015.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

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

JN

Board Agenda Item
July 28, 2015

4:30 p.m.

Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Virginia—Chapter 30 (Minimum Private School and Child Care Facility Standards), Article 3 (Home Child Care Facilities)

ISSUE:
Public hearing to consider amendments to the Code of the County of Fairfax, Chapter 30, Article 3. The amendments will align background check requirements for the Fairfax County Home Child Care Facilities Ordinance with the background check requirements found in the Virginia statutes that govern child care facilities licensed and regulated by the State.

The proposed amendments also delete language from Sections 30-3-4 and 30-3-6, which set forth time deadlines that have expired and serve no further purpose.

RECOMMENDATION:
The County Executive recommends adoption of the proposed amendments to Chapter 30, Article 3 of the Code of the County of Fairfax.

TIMING:
On June 23, 2015, the Board of Supervisors authorized a public hearing to take place on July 28, 2015, to consider amendments to the Code of the County of Fairfax, Chapter 30, Article 4. This ordinance would become effective upon adoption.

BACKGROUND:
Chapter 30, Article 3, of the County Code regulates Home Child Care Facilities in which a person cares for five or fewer children. Section 30-3-2 of this Chapter sets forth the background check requirements for the applicant of a proposed home child care facility and each adult resident in the facility. This search, completed by the Virginia State Police, provides a report of any police record for the individual in the state of Virginia.

Based on the information on the report, the Office for Children determines whether there are any barrier offense convictions that would prevent the issuance of a family child care permit. Barrier offenses are defined by the Code of the County of Fairfax, Virginia Chapter 30.

Section 30-3-2 currently requires a search of the Central Criminal Records Search every five years for each applicant and adult resident in a facility. The Office for Children is proposing to reduce the time in which the background checks are renewed

to every three years. The amendment will align background check requirements for the Fairfax County Home Child Care Facilities Ordinance with the background check requirements found in 63.2-1704, 63.2-1720, 63.2-1721, 63.2-1722, 63.2-1724, and 63.2-1727 of the Code of Virginia, which are the statutes associated with child care facilities licensed and regulated by the State.

Currently, the cost to complete a background check is $15.00 per individual. The proposed amendment to the ordinance will require the applicant and each adult resident in the facility to pay this fee every three years instead of every five years.

The proposed amendments also delete language from Sections 30-3-4 in reference to annual training hours required, and 30-3-6 in reference to non-climbable barrier requirements, which set forth time deadlines that have expired and serve no further purpose.

It is important to note that in response to recent legislation passed by the State of Virginia and the reauthorization of the national Child Care and Development Block Grant, the Office for Children will be proposing further amendments to Chapter 30 of the County Code in the future. These proposed amendments will include responses to the recent state legislation which lowers the threshold for family child care providers to have a state license from six to five children effective July 1, 2016, and a requirement for applicants and adult residents to have a national background check which will be effective July 1, 2017.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendments to the Code of the County of Fairfax, Chapter 30, Article 3.

STAFF:
Patricia D. Harrison, Deputy County Executive
Nannette M. Bowler, Director, Department of Family Services
Anne-Marie D. Twohie, Director, Office for Children
Daniel Robinson, Assistant County Attorney

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 30 OF THE FAIRFAX COUNTY CODE, RELATING TO HOME CHILD CARE FACILITIES

Draft of May 4, 2015

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 30-3-2, 30-3-4, and 30-3-6, all relating to home child care facilities.

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

1. That Sections 30-3-2, 30-3-4 and 30-3-6 are amended and readopted as follows:

Article 3. – Home Child Care Facilities.

Section 30-3-2. Annual permit application, issuance or denial.

(a) A person proposing to operate a home child care facility shall submit an application on a form prepared by the Director of the Office for Children, which shall include:

(i) The name and address of the home child care facility;

(ii) The name of the applicant;

(iii) A statement of whether the applicant currently holds or previously held a home child care facility permit in the County;

(iv) The names of all persons who reside in the home;

(v) Disclosures from the applicant and each adult who resides in the proposed facility stating whether he or she has committed any barrier offense, consent forms signed by the applicant and each adult who resides in the proposed facility allowing the Director of the Office for Children to request a search of the Central Criminal Records Exchange for files on each such person, and payment of an investigation fee in an amount equal to the fee established by the Virginia State Police for conducting a records search multiplied by the number of persons making disclosures and providing consent forms. When the Central Criminal Records Exchange records indicate that any such person has a criminal record in another state, or when the Director otherwise deems appropriate, the Director may also require that the applicant or such adult who resides in the proposed facility consent to and pay for a national criminal background check;

(vi) Statements from the applicant and each adult who resides in the proposed facility, and statements from a parent, guardian or legal custodian on behalf of all minors age 14 and older who reside in the proposed facility, consenting to the release of information to the Director of the Office for Children from child protective services investigating agencies reflecting whether any such individual has been the subject of a founded complaint of abuse or neglect; the term "child protective services" shall have the meaning defined by Virginia law;

(vii) Copies of the applicant's current certifications in first aid and cardiopulmonary resuscitation (CPR);

(viii) Proof of the applicant's compliance with the training requirements established in Section 30-3-4(b), which shall consist of records provided by the trainer or, if none are provided by the trainer, records maintained by the applicant;

(ix) A description of the structure in which the home child care facility is proposed to be operated, including a description of all places and areas to which the children shall have access;

(x) The proposed hours of operation;

(xi) A statement of whether the applicant is 18 or more years old;

(xii) A certificate from a physician, physician's designee, or Health Department official stating that acceptable screening methods (tuberculin skin test and/or tuberculosis risk and symptom screen and/or chest X-ray), singly or in combination as determined appropriate by the signatory, indicate that the applicant and all adult household residents are currently free from communicable tuberculosis. The screen must be performed every two years or more frequently as recommended by a physician or the local health department;

(xiii) A written policy describing what the applicant will do with children in care who are sick and a written emergency preparedness plan;

(xiv) Such other information, including, but not limited to, information concerning applicant's child care training and special skills, as the Director of the Office for Children may deem appropriate;

(xv) The application fee of $14, which is in addition to any business or occupation license tax imposed by the County, and any other taxes or fees that may be required to engage in the business.

If the information the provider submits in accordance with subsections (iv), (v), (vi), and (xii) changes during the term of the permit, the provider must report the change to the Director of the Office for Children within 21 days and must promptly submit updated information and documents.

(b) Upon submission of an application to the Office for Children:

(i) The Director of the Office for Children shall inspect the proposed facility to determine whether it is in compliance with this Article and all applicable Virginia law that may affect the health and safety of the children who may attend or be present at the facility.

(ii) The Fire Code Official shall conduct a fire safety inspection of the proposed facility and advise the Director of the Office for Children of any noncompliance with this Article or any applicable Virginia law that may affect the health and safety of the children who may attend or be present at the facility.

(iii) If the applicant does not hold a permit under this Article at the time of the application, the Director of the Office for Children shall request a search of the Central Criminal Records Exchange to determine whether the applicant or any persons who

reside in the home have committed any crimes that constitute barrier offenses. When the Central Criminal Records Exchange records indicate that any such person has a criminal record in another state, or when the Director otherwise deems appropriate, the Director may also require that the applicant or such adult who resides in the proposed facility consent to and pay for a national criminal background check. Otherwise, the Director may request a criminal records search if ~~five~~ three or more years have passed since the last records search on an individual, or upon receipt of new information submitted in accordance with this section, or as the Director deems appropriate in extenuating circumstances.

(iv) The Director of the Office for Children shall request information from child protective services investigating agencies as deemed necessary to determine whether the applicant or any person age 14 and older who resides in the proposed facility has been the subject of a founded complaint of abuse or neglect.

(c) The Director of the Office for Children shall issue a permit to an applicant if the Director determines from the information contained in the permit application, the facility inspections, and the records searches that (i) the applicant is an adult; (ii) neither the applicant nor any person who resides in the facility has committed any barrier offense; and (iii) both the applicant and the proposed facility are in compliance with this Article and all applicable Virginia laws that may affect the health and safety of the children who may attend or be present at the proposed facility. The permit shall be displayed in the home child care facility by the provider.

(d) The Director of the Office for Children shall deny a permit to any applicant if the Director determines from the information contained in the permit application, the facility inspections, and the records searches that (i) the applicant is not an adult; (ii) the applicant or any person who resides in the facility has committed any barrier offense; or (iii) either the applicant or the proposed facility is not in compliance with this Article and all applicable Virginia laws that may affect the health and safety of the children who may attend or be present at the proposed facility. If the denial is based on the results of the searches of the records of the Central Criminal Records Exchange, the national criminal background check, or the Department of Social Services, the Director shall provide the applicant a copy of the information upon which the denial was based.

Section 30-3-4. Provider Qualifications.

(a) The provider must be an adult.

(b) The provider must be trained in areas such as physical, intellectual, social, and emotional child development; behavior management and discipline techniques; health and safety in the home child care environment; art and music activities for children; nutrition; child abuse detection and prevention; recognition and prevention of the spread of communicable diseases; emergency preparedness; and business practices of family child care. ~~From February 1, 2013, through December 31, 2013, any applicant granted an initial or renewal permit must attend 12 hours of training by an approved trainer during the term of the permit.~~ From January 1, 2014, through December 31, 2014, any person granted an initial or renewal permit must attend 14 hours of training by an approved trainer during the term of the permit. Any applicant granted an initial or renewal permit at any time on or after January 1, 2015, must attend 16 hours of training by an approved trainer during the term of the permit. The Director of the Office for Children

shall maintain a list of entities that are approved as trainers. Upon request from the provider, accompanied by information about the entity and/or the course, the Director of the Office for Children may approve additional trainers or a specific course.

(c) The provider must be currently certified in first aid and cardiopulmonary resuscitation (CPR).

(d) In addition to the training required in subsection (b) above, and except as set forth in Section 30-3-6 (o) and (p), a provider who administers prescription medications or non-prescription medications to children in care must satisfactorily complete a training program for this purpose developed or approved by the Board of Nursing and taught by a registered nurse, licensed practical nurse, doctor of medicine or osteopathic medicine, or pharmacist. Providers required to complete the training program shall be retrained at three-year intervals.

Section 30-3-6. Physical facilities, equipment and operation.

(a) Providers shall supervise children in a manner which ensures that the provider is aware of what the children are doing at all times and can promptly assist or redirect activities when necessary. In deciding how closely to supervise children, providers shall consider the ages of the children, individual differences and abilities, layout of the house and play area, neighborhood circumstances or hazards and risk activities in which children are engaged.

(b) All rooms used for child care shall be dry, well-lighted and have adequate ventilation and shall be smoke free when any child in care is present. Windows that can be opened shall be screened from April 1 through November 1 of each year.

(c) The provider shall provide each child with adequate space to allow free movement and active play indoors and out. Indoor and outdoor areas shall provide developmentally appropriate activities, supplies, and materials that are safe and accessible. All areas shall be free of dangerous and hazardous conditions.

(d) Covered, washable waste receptacles shall be provided for all waste materials, diapers, garbage, and refuse. Trash and other waste materials shall be removed as often as necessary to prevent excessive accumulations and shall be deposited in trash or waste disposal containers.

(e) Toxic or dangerous materials shall be stored in areas that are inaccessible to children and separate from food supplies and areas in which food is prepared.

(f) Dogs and cats four months old or older that regularly are present at the facility shall be immunized for rabies, and records of such immunizations shall be kept available at the facility for inspection by the Director of the Office for Children.

(g) A refrigerator shall be used for perishable food and that refrigerator shall maintain a constant temperature of 41 degrees Fahrenheit or less. Food brought into any home child care facility for consumption by nonresident children shall be clearly marked for consumption by the children for whom the food is intended. Meals or snacks shall be offered to the children at least once every three hours. Home child care facilities that provide meals or snacks to children in care shall follow the most recent, age-appropriate nutritional guidelines set forth by the United States Department of Agriculture, Food and Nutrition Service.

(h) Each home child care facility that is not served by a public water supply shall have a private water supply approved by the Department of Health. Each home child care facility that is not served by a public sewage disposal system shall have a private sewage disposal system approved by the Department of Health. Drinking water from a public water supply, well permitted by the Department of Health, or other source acceptable to the Department of Health shall be available for all children.

(i) Except for those rooms used by children while sleeping under covers, all rooms used for child care shall be maintained at a temperature of not less than 68 degrees Fahrenheit.

(j) Providers shall not use or allow any other person to use corporal punishment, physical, verbal, or emotional punishment, or any humiliating or frightening methods of discipline.

(k) Firearms of every type and purpose shall be stored unloaded in a locked container, compartment, or cabinet, and apart from ammunition. Ammunition shall be stored in a locked container, compartment, or cabinet during the home child care facility's hours of operation. If a key is used to lock the container, compartment, or cabinet, the key shall be inaccessible to children.

(l) Providers shall handle blood, bodily fluids, and other potentially infectious materials as if known to be infectious for human immunodeficiency virus, hepatitis B virus, and other blood borne pathogens.

(m) During rest times the provider shall provide appropriate sleeping equipment that meets the current standards of the United States Consumer Product Safety Commission for children birth through 12 months of age and for children over 12 months of age who are not developmentally ready to sleep on a cot or bed. If children are in care overnight on a regular or frequent basis, then the provider shall provide cribs that meet the current standards of the United States Consumer Product Safety Commission for full-size baby cribs for children from birth through 12 months of age and for children over 12 months of age who are not developmentally ready to sleep on a cot or bed.

(n) All home child care facilities shall be maintained free from rodents and insect infestation.

(o) Except as set forth in subsection (p) below, whenever the home child care facility has agreed to administer prescription medications or non-prescription medications, the medication shall be administered in compliance with the Virginia Drug Control Act by a provider who has satisfactorily completed the training required by Section 30-3-4(d).

(p) Notwithstanding subsection (o) above, a provider may administer nonprescription topical skin products such as sunscreen, diaper ointment and lotion, oral teething medicine, and insect repellent, provided the following requirements are met:

(i) The provider has obtained written authorization, at least annually, from a parent or guardian noting any known adverse reactions;

(ii) The product is in the original container and, if the product is provided by the parent, labeled with the child's name;

(iii) The product is applied in accordance with the manufacturer's instructions;

(iv) Parents are informed immediately of any adverse reaction;

(v) The product shall not be used beyond the expiration date of the product;

(vi) Sunscreen must have a minimum sunburn protection factor (SPF) of 15; and

(vii) The product does not need to be kept locked, but shall be inaccessible to children.

(q) The home child care facility shall annually obtain written permission from the parent of each child who participates in swimming or wading activities, and a written statement from the parent advising of a child's swimming skills before the child is allowed in water above the child's shoulder height.

(i) The provider shall have a system for accounting for all children in the water.

(ii) Outdoor swimming activities shall occur only during daylight hours.

(iii) When one or more children are in water that is more than two feet deep in a pool, lake, or other swimming area on or off the premises of the home child care facility, the provider and another person 15 years or older shall be present at all times and either the provider or the other person must be currently certified in basic water rescue, community water safety, water safety instruction, or lifeguarding. The certification shall be obtained from a national organization such as the American Red Cross or the YMCA.

(r)

(i) Access to the water in above-ground swimming pools shall be prevented by locking and securing the ladder in place or storing the ladder in a place inaccessible to children.

(ii) A non-climbable barrier at least four feet high such as, but not limited to, a fence or impenetrable hedge shall surround outdoor play areas located within 30 feet of drowning hazards such as, but not limited to, in-ground swimming or wading pools, ponds, or fountains not enclosed by safety fences. ~~Facilities permitted prior to the effective date of this ordinance must comply fully with the requirements of this subsection (r)(ii) by July 1, 2013.~~

(iii) Portable wading pools without integral filter systems shall be emptied, rinsed, and filled with clean water after use by each group of children or more frequently as necessary; and shall be emptied, sanitized, and stored in a position to keep them clean and dry when not in use during the home child care facility's hours of operation. Portable wading pools shall not be used by children who are not toilet trained. Bathtubs, buckets, and other containers of liquid accessible to children shall be emptied immediately after use.

(iv) Hot tubs, spas, and whirlpools shall not be used by children in care, and shall be covered with safety covers while children are in care.

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

Board Agenda Item
July 28, 2015

4:30 p.m.

Public Hearing on Proposed Comprehensive Plan Amendment 2013-I-B2, Seven Corners Community Business Center (Mason and Providence Districts)

ISSUE:
Comprehensive Plan Amendment 2013-I-B2 addresses approximately 218 acres of land in the Seven Corners Community Business Center (CBC), generally located along Route 50 (Arlington Boulevard) and Route 7 (Leesburg Pike) where Fairfax County abuts the City of Falls Church and Arlington County. The proposed Plan Amendment for the Seven Corners CBC moves away from traditional floor area ratio (FAR) techniques in favor of a form-based approach to foster a high quality public realm in three Opportunity Areas by emphasizing the scale, urban design principles, and function of future development, while providing flexibility with respect to specific land uses and intensities.

In supporting the land-use recommendations in the proposed Comprehensive Plan, staff completed a two-phase transportation analysis of the Seven Corners roadway network with an emphasis on improving the interchange conditions. The proposed Plan includes an improved transportation network that addresses existing issues and projected needs for all modes while supporting a more urban, walkable development pattern. It includes a redesigned Seven Corners interchange that simplifies the existing multi-road, single-point configuration and produces a regular, four-way intersection consisting of Leesburg Pike, Wilson Boulevard and Sleepy Hollow Road.

PLANNING COMMISSION RECOMMENDATION:
On May 7, 2015, the Planning Commission deferred its decision to July 8, 2015, with the record remaining open for comment. On July 8, 2015, the Planning Commission again deferred its decision to July 15, 2015. On July 15, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors the adoption of Plan Amendment PA 2013-I-B2 as recommended in the Staff Report dated April 3 , 2015, as modified pursuant to the handout dated July 15, 2015, provided by Commissioner Strandlie and shown as Attachment II. In addition to editorial revisions, other modifications recommend:

- A reduction in the planned residential density of Land Unit B;
- The redevelopment of the Willston Multicultural Center may include an educational use; and
- The provision of a Relocation Assistance Plan in conjunction with proposed redevelopment of housing units in Sub-units A-1 and A-2 in the Willston area.

By the same vote, the Planning Commission recommended to the Board of Supervisors the adoption a series of follow-on motions, also shown in Attachment II. The motions call for a series of actions related to coordination and implementation, transportation planning and funding, affordable housing and urban design.

RECOMMENDATION:
The County Executive recommends to the Board of Supervisors adoption of the proposed Plan Amendment 2013-I-B2 and follow-on motions as recommended by the Planning Commission and shown in the handout dated July 15, 2015 (Attachment II).

TIMING:
Planning Commission public hearing – May 7, 2015
Planning Commission decision only deferral – July 8, 2015
Planning Commission decision only – July 15, 2015
Board of Supervisors public hearing – July 28, 2015

BACKGROUND:
Three Seven Corners community visioning workshops were held in the summer of 2012 to discuss the future of the Seven Corners CBC and possible revitalization efforts. In the fall of 2012, Supervisor Gross (Mason District) appointed the Seven Corners Land Use and Transportation Task Force to review the findings of the visioning forums, and to develop recommendations for the future of the Seven Corners area. Two additional working groups were also formed to focus on specific areas of community interest: the Seven Corners Quality of Life Working Group, and the Seven Corners Connectivity Working Group.

On October 29, 2013, the Board of Supervisors authorized PA 2013-I-B2 to formally consider incorporating the recommendations of the Seven Corners Land Use and Transportation Task Force (Task Force) into the Comprehensive Plan to include evaluating areawide recommendations and reviewing the transportation network in the area. The proposed Plan provides development flexibility by describing the envisioned character through building scale, height and massing, in lieu of floor area ratios and dwelling units per acre. Improving pedestrian, bicycle and vehicular connectivity is also stressed in the proposed Plan through recommendations to both improve the overall transportation network and create welcoming environments through urban design and streetscape treatments.

On September 11, 2014, Supervisor Gross extended the timeline for the study to permit further, in-depth community discussion about the future of Land Unit C (one of three Opportunity Areas planned for mixed-use redevelopment) because the Task Force did not come to a consensus on a recommendation for this land unit. Charged with focusing specifically on this area, the Opportunity Area C Special Working Group developed a recommendation that addresses limiting vehicular and pedestrian connections to neighboring streets, protects the character of adjacent residential neighborhoods,

including the possible realignment or closure of Juniper Lane, and establishes an appropriate amount and mix of new land uses in Land Unit C.

Staff, in consultation with the Seven Corners community, has developed a form-based Plan that addresses how the combined Task Force and Special Working Group refined long-term vision can be balanced with the area's new transportation network, transit services, schools and parks for the Seven Corners CBC for consideration.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Recommendation and Verbatim
Attachment II: Planning Commission Handout dated July 15, 2015

The Staff Report for 2013-I-B2 was previously furnished and is available online at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2013-i-b2.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division (PD), DPZ
Pamela G. Nee, Chief, Environment and Development Review Branch (EDR), PD, DPZ
Bernard S. Suchicital, Land Use Planner II, EDR, PD, DPZ
Barbara A. Byron, Director, Office of Community Revitalization (OCR)
Elizabeth A. Hagg, Deputy Director, OCR
JoAnne Fiebe, Revitalization Program Manager, OCR
Tom Biesiadny, Director, Department of Transportation (DOT)
Daniel Rathbone, Director, Long Range Planning Division (LRPD), DOT
Leonard Wolfenstein, Section Chief, Long Range Planning Section (LRPS), LRPD, DOT
Kris Morley-Nikfar, Senior Transportation Planner, LRPS, LRPD, DOT
Gayle A. Hooper, Landscape Architect, Fairfax County Park Authority

PA 2013-I-B2 – COMPREHENSIVE PLAN AMENDMENT (SEVEN CORNERS CBC AREA)

During Commission Matters

Commissioner Strandlie: Okay, now we can go on verbatim.

Chairman Murphy: All right.

Commissioner Strandlie: Okay. Motion 1: To address the community's concerns about the proposed residential density, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS A 20 PERCENT REDUCTION OF RESIDENTIAL SQUARE FOOTAGE FOR LAND UNIT B ONLY, AS SHOWN IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: Motion Number 2: To address community concerns regarding the loss of the existing athletic field in Land Unit A, I MOVE THAT THE PLANNING COMMISSION RECOMMEND that the Board of Supervisors – TO THE BOARD – that the board OF SUPERVISORS THE FOLLOWING MODIFICATIONS TO THE PLAN TEXT, AS SHOWN IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: To address community concerns regarding the proposed screening and buffering text in Land Unit C pertaining to the established residential neighborhood, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS TO MAKE THE FOLLOWING MODIFICATION TO THE PLAN TEXT, AS SHOWN IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: Motion 4: In response to community concerns, an alternative recommendation, Option B, for the Willston Multicultural Center site has been provided that would expand public facility uses on the site to include education, cultural, governmental, and/or human services use to support the local community. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF OPTION B AS NOTED ON PAGES 44, 90, AND 91 OF THE STAFF REPORT, AS SHOWN IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: Motion 5: As noted in – on page 54 of the staff report, the Schools section offers two alternatives to consider. The first option reflects the original language developed by the Seven Corners Special Working Group. The second, which is recommended by staff, clarifies the intent to focus mitigation impacts on schools. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF OPTION B AS NOTED ON PAGE 54 OF THE STAFF REPORT, IN ADDITION TO THE other – OTHER MODIFICATIONS, AS NOTED IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: Mr. Chairman? You just said the modification of July 15th – THAT INCLUDES "THAT CONTRIBUTE TO" instead of … I just want to point that out.

Commissioner Strandlie: Sorry. Thank you. I'm having a little trouble speaking tonight with allergies, so I appreciate your pointing that out. So…

Chairman Murphy: Do you have that, Marianne? Okay? Sorry.

Commissioner Strandlie: I forgot to do that. Thank you.

Chairman Murphy: We're all set. Okay.

Commissioner Strandlie: Motion 6: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE FOLLOWING EDITORIAL REVISION OF THE PLAN TEXT, AS ATTACHED IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: Motion 7: To underscore that the draft text is intended to address only the area proximate to Seven Corners, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE FOLLOWING MODIFICATION TO THE PLAN TEXT, AS SHOWN IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: Motion 8: In response to community concerns regarding the potential displacement of families living in affordable housing, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE FOLLOWING MODIFICATION TO PAGE 47 OF THE STAFF REPORT AS NOTED IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: Motion 9: A new form-based Comprehensive Plan for the Seven Corners CBC has been provided that could foster revitalization and redevelopment efforts. I MOVE THAT THE PLANNING COMMISSION ENDORSE ALL OTHER COMPONENTS OF THE SEVEN CORNERS COMMUNITY BUSINESS CENTER PLAN AMENDMENT 2013-I-B2 AS FOUND ON PAGES 35 TO 97 OF THE STAFF REPORT AND RECOMMEND ITS ADOPTION TO THE BOARD OF SUPERVISORS. I ALSO MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADDITIONAL EDITORIAL AND MAP CHANGES TO THE BAILEYS AND JEFFERSON PLANNING DISTRICTS, AS NOTED ON PAGES 23 TO 34 OF THE STAFF REPORT.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Strandlie: And finally, Motion 10: There is a series of follow-on motions that have been developed to address a number of issues that the community has expressed interest in, primarily dealing with affordable housing, transportation, and funding. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THESE FOLLOW-ON MOTIONS, AS SHOWN IN MY HANDOUT DATED JULY 15TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. 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 11-0. Commissioner Lawrence was absent from the meeting.)

JN

Planning Commission
July 15, 2015

Plan Amendment 2013-I-B2
Seven Corners Special Study
Decision-only

Planning Commissioner Julie Strandlie
-Draft Motions-

Draft Motion #1 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 1: To address the community's concerns about the proposed residential density, I move that the Planning Commission recommend to the Board of Supervisors a 20% reduction of residential square footage for Land Unit B only, as shown in my handout, dated July 15, 2015.

Modify Page 42 of 97 of the staff report:

"The form-based approach utilizes a maximum total development potential which applies to each individual sub-unit within the Opportunity Areas in the Seven Corners CBC. Capacity for any individual development will be dependent on satisfaction of criteria outlined within the Comprehensive Plan that support the best quality redevelopment of these areas. The total available development potential of the Opportunity Areas combined is approximately ~~7.6 million~~ 7 million square feet (sf), with an allocation of square footage among the different sub-units and land uses as indicated in Figure 26. As a result, the approximate overall total build-out for the entire CBC is ~~10.3 million~~ 9.8 million square feet."

Modify Figure 26 on Page 42 of 97 of the staff report as shown below:

Opportunity Area		Existing Development[6]		Redevelopment Option			
		Residential (DU)	Nonresidential (sf)	Residential (sf)[1]	Retail (sf)	Office/Hotel (sf)	TOTAL (sf)
Willston Village Center	Sub-unit A-1	589	0	1,200,000	0[2]	0	3,151,000
	Sub-unit A-2		0	1,000,000	0	0	
	Sub-unit A-3		134,358	560,000	191,000	200,000	
Town Center	Land Unit B	0	630,199	~~2,450,000~~ 1,960,000	625,000	725,000	~~3,800,000~~ 3,310,000
Leesburg Pike Village	Land Unit C	0	265,869	404,000[3]	85,000[4]	50,000[5]	539,000
TOTAL		**589**	**1,030,426**	**~~5,614,000~~ 5,124,000**	**901,000**	**975,000**	**~~7,490,000~~ 7,000,000**

[1] Assumed Residential Unit Size: 1,000 sf per multifamily unit; 2,000 sf per townhouse unit.

[2] There is an additional option in Sub-unit A-1 to permit up to 190,000 sf of retail along the planned spine road with a commensurate reduction in residential square footage to 1,010,000.

[3] Up to 129,000 sf for townhouse single-family residential, up to 275,000 sf for multi-family residential.

[4] Approximately 40,000 sf for retail, and approximately 45,000 sf for theater/entertainment retail.

[5] There is an additional option in Land Unit C to permit up to 100,000 sf of additional non-residential use with a commensurate reduction in residential square footage to 304,000 sf, and not to exceed the overall land unit cap.

[6] Numbers based on 2012 Seven Corners CBC Existing Conditions Report.

Modify Pages 91 and 92 of 97 of the staff report:

"This land unit is planned for mixed use development at a maximum of ~~3,800,000 square feet~~ 3,310,000 square feet. Approximately two-thirds of the development should be residential use, with the remaining development comprised or retail, office, or hotel uses. The tallest buildings should be located closest to the Seven Corners intersection, tapering down toward the stable residential neighborhood on the eastern end. Building heights should range from up to 12 stories down to four stories as depicted in Figure 27. Opportunities exist for one or more tall signature buildings that can serve as focal points for the area. Redevelopment should emphasize urban design that supports redeveloping the edge of Leesburg Pike with a transit boulevard character with enhanced transit serving the corridor. The potential relocation of the existing transit center should be evaluated in conjunction with future development and future enhanced transit service along Leesburg Pike."

Draft Motion #2 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 2: To address community concerns regarding the loss of the existing athletic field in Land Unit A, I move that the Planning Commission recommend that the Board of Supervisors the following modifications to the Plan text as shown in my handout, dated July 15, 2015.

Modify Figure 42 on Page 86 of 97 of the staff report:

"Collocated with Future Redevelopment ~~Redeveloped Willston Multicultural Center~~"

Modify text on Page 87 of 97 of the staff report:

"A portion of the active ~~Active~~ recreation needs in the Seven Corners CBC ~~are~~ is envisioned to be addressed through the provision of athletic fields to serve local residents, visitors, and workers. The existing athletic field located on the Willston Multicultural Center site should be replaced and improved with the redevelopment of Sub-unit A-3. In addition to the ~~existing rectangle~~ replacement of the athletic field ~~that will be~~, ~~replaced through the future Willston Multicultural Center redevelopment,~~ a second athletic field is needed. This new athletic field is envisioned to be provided in Land Unit A in order to support redevelopment growth throughout the Seven Corners CBC. These athletic fields will support both scheduled and informal uses by individuals and groups, and a variety of activities and sports."

Draft Motion #3 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 3: To address the community's concerns regarding the proposed screening and buffering text in Land Unit C pertaining to the established residential neighborhood, I move that the Planning Commission recommend to the Board of Supervisors make the following modification to the Plan text as shown in my handout, dated July 15, 2015.

Modify text on Page 45 of 97 of the staff report:

"…This Opportunity Area is envisioned to be a mixed-use village that provides higher building heights along Leesburg Pike with buildings along the residential periphery of the site limited to townhouses that are up to three stories in height. Appropriate transitions in building form, materials and type should be used to transition to and preserve the character of the existing neighborhoods. ~~Appropriate buffering and screening should be provided between this land unit and the adjacent residential neighborhoods, including the Shadeland Drive cul-du-sac in order to visually screen the new uses from the existing uses~~…."

Modify text on Page 93 of 97 of the staff report:

"To avoid cut-through traffic on neighborhood streets in Sleepy Hollow Manor, Ravenwood, and Ravenwood Park, trips generated by uses located north of Juniper Lane should be directed to and from Leesburg Pike for ingress and egress. Trips generated by uses located north of Juniper Lane should be prohibited from accessing Juniper Lane. For parcels south of Juniper Lane, access should be to Juniper Lane and not to Patrick Henry Drive. No vehicular or pedestrian connections are envisioned to Shadeland Drive from this land unit. To protect and maintain the existing character of the neighborhoods, Shadeland Drive should remain as a cul-de-sac with no vehicular or pedestrian connections to Land Unit C. ~~Screening and buffering should be provided that meet or exceeds the requirements of the Zoning Ordinance. Elements that visually block new construction are to be provided and maintained between Land Unit C and the adjacent neighborhoods."~~

Draft Motion #4 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 4: In response to community concerns, an alternative recommendation, Option B, for the Willston Multicultural Center site has been provided that would expand public facility uses on the site to include education, cultural, governmental and/or human services use to support the local community. I move that the Planning Commission recommend to the Board of Supervisors the adoption of Option B as noted on pages 44, 90, and 91 of the staff report as shown in my handout, dated July 15, 2015.

Adopt Text Option B on Page 44 of 97 of the staff report:

"Currently the site of the Willston Multicultural Center, surface parking, the Willston I Shopping Center, the Seven Corners Apartments, and the East Falls Church Apartments, this Opportunity Area is envisioned to be more neighborhood-serving and smaller in scale than the Town Center. This area is planned to be organized around a village main street where ground-floor retail, an urban plaza, outdoor dining areas, and community uses will be concentrated to create a lively, pedestrian-friendly environment. The Willston Multicultural Center may be redeveloped as office or a public facility use such as an educational, cultural, governmental, and/or human services use to support the local community. Architecture should provide varied rooflines, use of balconies, ~~and~~ bays, and articulated building facades, and reflect a residential character. Distinctive architectural treatment of ground-floor uses should distinguish the different uses. The village main street is planned to connect the spine road to Patrick Henry Drive to create an important vehicular link and provide a continuously activated pedestrian space that serves as a focal point for the village. The neighborhood surrounding the main street should consist of medium to higher residential development in buildings that frame the streets. Heights should transition to be compatible with existing, nearby residential development and be consistent with the Maximum Building Heights Map (Figure 27). Additional pocket parks should be provided in this area along with an athletic field that is separate from, but connected to, the existing Upton Hill Regional Park."

Adopt Text Option B on Pages 90 and 91 of 97 of the staff report:

"Under the Redevelopment Option, this area is planned to become the heart of the Willston Village Center. A maximum of approximately 950,000 square feet is planned, with a mix of multifamily residential with ground floor retail, office/hotel use, and enhanced public open space. At least one-half of the total development should be residential use. The redevelopment of the Willston Multicultural Center for an educational, cultural, governmental, and/or human services use~~s~~ is envisioned to provide needed facilities for the Seven Corners community. Building heights should be no taller than seven stories, with emphasis on creating a village-scaled main street parallel to Arlington Boulevard and Patrick Henry Drive. Redevelopment of this sub-unit should provide a recreation-focused urban park, a common green, and elements of the street network with streetscape. Design and/or contribution should be provided toward the construction of the spine road and bridge, and of other planned transportation improvements, both onsite and offsite. To foster coordinated development, flexibility in the shared A-1 and A-3 boundary line may be appropriate."

Draft Motion #5 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 5: As noted on page 54 of the staff report, the Schools section offers two alternatives to consider. The first option reflects the original language developed by the Seven Corners Special Working Group. The second, which is recommended by staff, clarifies the intent to focus mitigation impacts on schools. I move that the Planning Commission recommend to the Board of Supervisors the adoption of Option B as noted on page 54 of the staff report, in addition to the other modifications as noted in my handout dated July 15, 2015, as modified to add "to contribute."

Adopt Text Option B on Page 54 of 97 of the staff report:

"SCHOOLS

Traditionally, public school capacity needs have been addressed through various means including dedication of land, new school construction, additions to existing facilities, interior architectural modifications, use of modular buildings, changes to programs, and/or changes to attendance areas.

In addition to traditional means for addressing school capacity requirements listed above, Fairfax County Public Schools should evaluate other possible "in-kind" school impact mitigation strategies ~~such as the utilization of private buildings to accommodate civic programs, adult education classes, and governmental/quasi-governmental school related programs such as Early Head Start, Head Start, and School Age Child Care (SACC) programs~~.

<u>The impact of development on schools should be mitigated by the developer(s) and the county. Any impact on schools, necessitated by any increased intensity, must be addressed with provisions for mitigation. The envisioned plan for growth will contribute to the need for a new elementary school, as well as for capacity enhancements at the middle and high school levels</u>

Draft Motion #6 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 6: I move that the Planning Commission recommend to the Board of Supervisors the following editorial revision of the Plan text as attached in my handout, dated July 15, 2015.

Insert a title block for Figure 25 on Page 41 of 97 of the staff report.

Insert "CBC" into the title block for Figure 28 on Page 44 of 97 of the staff report.

Draft Motion #7 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 7: To underscore that the draft text is intended to address only the area proximate to Seven Corners, I move that the Planning Commission recommend to the Board of Supervisors the following modification to the Plan text as shown in my handout, dated July 15, 2015.

Modify text on Page 59 of 97 of the staff report:

"Arlington Boulevard widened to six lanes from the Arlington/Fairfax County line, westward, through the Seven Corners interchange. ~~to the City of Fairfax.~~"

Draft Motion #8 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 8: In response to community concerns regarding the potential displacement of families living in affordable housing, I move that the Planning Commission recommend to the Board of Supervisors the following modification to page 47 of the staff report as noted in my handout dated July 15, 2015.

Modify text on Page 47 of 97 of the staff report:

"In Sub-units A-1 and A-2, a 1:1 replacement of affordable residential units within the development area is expected. As recommended by the Fairfax County Relocation Guidelines, proposed redevelopment should incorporate a Relocation Assistance Plan so as to minimize displacement of the tenants and to provide fair, consistent, and equitable treatment of displaced persons. The Plan should be prepared by the developer and submitted to the Fairfax County Department of Housing and Community Development, as specified in the guidelines. Guiding principles should include limited involuntary displacement, using vacancies by attrition, where possible, and temporary housing; with relocation and assistance costs to be borne by the landowners. Projects with a substantial residential component…"

Draft Motion #9 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 9: A new form-based Comprehensive Plan for the Seven Corners CBC has been provided that could foster revitalization and redevelopment efforts. I move that the Planning Commission endorse all other components of the Seven Corners Community Business Center Plan Amendment 2013-I-B2 as found on pages 35 to 97 of the staff report, and recommend its adoption to the Board of Supervisors. I also move that the Planning Commission recommend to the Board of Supervisors the additional editorial and map changes to the Baileys and Jefferson Planning Districts, as noted on pages 23 to 34 of the staff report.

Draft Motion #10 – July 15, 2015

Seven Corners CBC Special Study
Plan Amendment 2013-I-B2

Motion 10: There are a series of Follow-On Motions that have been developed to address a number of issues that the community has expressed interest in, primarily dealing with affordable housing, transportation and funding. I move that the Planning Commission recommend to the Board of Supervisors approval of these Follow-On Motions as shown in my handout dated July 15, 2015.

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1. The Board will establish a Seven Corners Implementation Steering Committee, consisting of members of the Fairfax County Board of Supervisors, Falls Church City Council, and community representatives from both Fairfax County and Falls Church City to guide the implementation of the redevelopment, public facilities, and vision set forth in the Seven Corners Comprehensive Plan. Community representatives will be appointed by each area's respective elected official.

2. The Board directs staff to establish a Seven Corners working group, consisting of members of Fairfax County Department of Transportation, Department of Planning & Zoning, Office of Community Revitalization, Department of Housing and Community Development, and Falls Church City Staff, to guide the implementation of the redevelopment, public facilities and vision set forth in the Seven Corners Comprehensive Plan.

3. The Board directs staff to work with the City of Falls Church to identify and address the challenges associated with transitioning from recommendations in the Seven Corners Comprehensive Plan through the gateways into Falls Church City.

4. The Board directs staff to conduct a phasing analysis and develop a funding plan for the transportation improvements recommended in the Seven Corners Comprehensive Plan. This effort would result in the following:
   - Cost estimates for road and other transportation improvements recommended in the Plan.
   - Recommendations on the projected order in which transportation improvements should be implemented to maintain a balance between the future development of Seven Corners and the associated transportation infrastructure over time.
   - Conceptual plans for phased implementation of the road improvements, including the entire ring road network, with time duration and estimated costs of each project.
   - Descriptions of funding sources and estimates of funds available from each source, based on similar experience elsewhere in the county.

5. The Board directs staff to work with the City of Falls Church and the Northern Virginia Transportation Commission to encourage the completion of the Route 7 Transit Alternatives Study and bring the recommendations forward to incorporate into the Comprehensive Plan.

6. The Board directs staff to further study the grid of streets proposed in the Seven Corners Conceptual Street Network to determine right-of way needs.

7. The Board directs staff to utilize existing funding dedicated to Seven Corners transportation improvements, as well as identify necessary additional funding, to move forward on the design, engineering, right-of-way acquisition and construction of the Seven Corners Interchange project.

8. The Board directs staff to create guidelines that provide additional detail on how to incorporate Seven Corners specific urban design and streetscape features into future development, as outlined in the Comprehensive Plan.

9. The Board directs staff to conduct a traffic analysis of the roadway network in the vicinity of Juniper Lane and Patrick Henry Drive. This analysis should identify potential strategies to limit cut-through traffic and reduce possible traffic impacts generated by future development to the surrounding residential neighborhoods, while improving connectivity within these neighborhoods. Options to evaluate should include, but not be limited to, the closing of Juniper Lane with or without the possible extension of Nicholson Street to Juniper Lane, the realignment of Juniper Lane at its connection to Patrick Henry Drive, and should engage the residential communities in the vicinity of Juniper Lane, Patrick Henry Drive and Nicholson Street to develop final recommendations. Such an analysis should identify options to maintain adequate access between Juniper Lane and Patrick Henry Drive to both east and westbound Rt.7 traffic without degrading traffic operations on Patrick Henry Drive or Juniper Lane. This analysis should be conducted prior to or concurrent with rezoning applications for properties located within the Leesburg Pike Village, also known as Land Area C, as defined in the Opportunity Areas Section, and is recommended to be completed within one year of Plan adoption.

10. The Board, together with the Department of Housing and Community Development, and Fairfax County Redevelopment and Housing Authority, will engage in a discussion of development and preservation of housing targeted to households earning 60% of Area Media Income or less. The discussion will include a review of affordable housing policy as well as consideration of public funding or other financing tools.

Board Agenda Item
July 28, 2015

5:00 p.m.

Public Hearing on PCA 78-S-063-07 (Westfields Venture LP) to Amend the Proffers for RZ 78-S-063 Previously Approved for Business/Industrial Park to Delete 50.59 Acres to be Included in Concurrent RZ 2014-SU-016, Located on Approximately 50.59 Acres of land Zoned I-3 (Sully District)

(Concurrent with RZ 2014-SU-016).

This property is located in the North West Quadrant of the Intersection of Westfields Boulevard and Stonecroft Boulevard. Tax Map 44-3 ((1)) 15

and

Public Hearing on RZ 2014-SU-016 (Westfields Venture LP) to Rezone from I-3,WS to PRM, WS to Permit Mixed Use Development with an Overall Floor Area Ratio (FAR) of 0.50 Including Bonus Density for the Provision of Affordable Dwelling Units (ADUs) and Workforce Dwelling Units (WDUs),Approval of the Conceptual Plan, and a Waiver #1764-WPFM-001-1 to Permit the Location of Underground Storm Water Management Facilities in a Residential Area, Located on Approximately 50.59 Acres of Land (Sully District)

Also, under the Board's Consideration will be the Applicant's Water Quality Impact Assessment Request #6179-WQ-004-1 and a Resource Protection Area Encroachment Exception Request #6179-WRPA-007-1 Under Section 118-6-9 (Chesapeake Bay Preservation Ordinance) of Chapter 118 of the Code of the County of Fairfax to Permit the Encroachment within a Resource Protection Area (RPA) for the Purpose of Constructing Amenities

(Concurrent with PCA 78-S-063-07).

This property is located on the North West Quadrant of the Intersection of Westfields Boulevard and Stonecroft Boulevard. Tax Map 44-3 ((1)) 15.

Board Agenda Item
July 28, 2015

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, July 8, 2015, the Planning Commission voted 9-0 (Commissioners Lawrence, Murphy, and Strandlie were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 78-S-063-07;

- Approval of RZ 2014-SU-016 and the associated Conceptual Development Plans subject to the execution of proffers consistent with those dated June 18, 2015;

- Approval of a modification of the 200 square foot minimum privacy yard requirement for single-family attached dwellings in favor of that shown on the CDP/FDP;

- Approval of a modification of the loading space requirements for multi-family dwelling units and retail space in favor of that depicted on the CDP/FDP;

- Approval of a modification of the private street limitations of Section 11-302 of the Fairfax County Zoning Ordinance;

- Approval of a modification of the peripheral parking lot landscaping requirement and the transitional screening and barrier requirements between uses in the PRM District in favor of that shown on the CDP/FDP as proffered;

- Approval of a modification of the proposed on-road bike lane along Stonecroft Boulevard shown on the Comprehensive Plan Trails Map in favor of the multi-use trail shown on the CDP/FDP;

- Approval of a modification of PFM Standards 12-0510 4E(5) and 12-0601.1B to permit a reduction of the minimum planting width requirement from eight feet to six feet as shown on the CDP/FDP and described in the proffers; and

- Approval of a Resource Protection Area Encroachment Exception RPAE #6179-WRPA-007-1 and the Water Quality Impact Assessment WQIA #6179-WQ-004-1, subject to the Development Conditions dated June 4, 2015 as proffered.

In a related action, the Planning Commission voted 9-0 (Commissioners Lawrence, Murphy, and Strandlie were absent from the meeting) to approve FDP 2014-SU-016 subject to the Board of Supervisors approval of the concurrent rezoning application, RZ 2014-SU-016.

Board Agenda Item
July 28, 2015

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4491851.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Billy O'Donnell, Planner, DPZ

RZ/FDP 2014-SU-016 PCA 78-S-063-07 WESTFIELDS VENTURE, LP

After Close of the Public Hearing.

Vice Chairman de la Fe: Close the public hearing. This is in the Sully District, Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. – Mr. Reigle you can, please come back to the microphone.

Gregory A. Riegle, McGuire Woods LLP, Applicant's Agent: Yes sir.

Commissioner Litzenberger: Do you, your client agrees with the development conditions dated June 4, 2015?

Mr. Riegle: Yes, we do.

Commissioner Litzenberger: And secondly, will you work on the concerns of Mr. Hart for the uses and – Commissioner Hurley and Ulfelder on the - the maintenance cost for the – in between how they'll ordinate.

Mr. Riegle: We will make that commitment as well, yes sir.

Commissioner Litzenberger: Okay, great thank you.

Mr. Riegle: Thank you.

Commissioner Litzenberger: Okay, Mr. Chairman I have five motions. I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVE RZ 2014-SU-016 AND THE ASSOCIATED CONSEPTUAL DEVELOPMENT PLANS SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JUNE 18TH, 2015.

Commissioner Hedetniemi: Second.

Commissioner Flanagan: Second.

Vice Chairman de la Fe: Seconded by Commissioners Flanagan and Hedetniemi.

Commissioner Litzenberger: I move - oops.

Vice Chairman de la Fe: Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Mr. Litzenberger.

Commissioner Litzenberger: I MOVE THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PCA 78-S-063-07.

Commissioner Flanagan: Second.

Commissioner Hedetniemi: Second.

Vice Chairman de la Fe: Seconded by Commissioners Flanagan and Hedetniemi. Any discussion? Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Litzenberger: I MOVE THE PLANNING COMMISSION APPROVE FDP 2014-SU-016 SUBJECT TO THE BOARDS APPROVAL OF THE CONCURRRENT REZONING APPLICATION.

Commissioner Hedetniemi: Second.

Commissioner Flanagan: Second.

Vice Chairman de la Fe: Seconded by Commissioners Flanagan and Hedetniemi. Any discussion? Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Litzenberger: I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVE RESOURCE PROTECTION AREA ENCROACHMENT EXCEPTION RPAE #6179-WRPA-007-1 AND THE WATER QUALITY IMPACT ASSESSMENT WQIA #6179-WQ-004-1 SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JUNE 4, 2015 AS PROFFERED.

Commissioner Hedetniemi: Second.

Commissioner Flanagan: Second.

Vice Chairman de la Fe: Seconded by Commissioners Flanagan and Hedetniemi. Any discussion? Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Litzenberger: Lastly I MOVE THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE MODIFICATIONS AND WAIVERS DISCUSSED IN THE STAFF REPORT. A SUMMARY OF THE LIST OF THESE CONDITIONS AND WAIVERS DATED JUNE – JULY 7TH, 2015, WAS PROVIDED TO MY FELLOW COMMISSIONERS TODAY AND WILL BE MADE PART OF THE RECORD IN THIS CASE.

Commissioner Flanagan: Second.

Commissioner Hedetniemi: Second.

Vice Chairman de la Fe: Seconded by Commissioners Flanagan and Hedetniemi. All those - any discussion? All those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

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(The motion carried by a vote of 9-0. Commissioners Lawrence, Murphy, and Strandlie were absent from the meeting.)

TMW

Board Agenda Item
July 28, 2015

5:00 p.m.

Public Hearing on a Proposal to Vacate and Abandon Jasper Lane (Lee District)

ISSUE:
Public hearing on a proposal to vacate and abandon Jasper Lane.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached order (Attachment III) for abandonment and ordinance (Attachment IV) for vacation of the subject right-of-way

TIMING:
On June 23, 2015, the Board authorized the public hearing to consider the proposed vacation and abandonment for July 28, 2015, at 5:00 p.m.

BACKGROUND:
The applicants, Liberty View One LLC, MetroPark 2345 LLC, and MetroPark 8 LLC, are requesting that Jasper Lane be vacated under §15.2-2272(2) and abandoned under §33.2-909 of the Code of Virginia. The subject right-of-way is located along the west side of Metro Park Drive. Jasper Lane is in the Virginia Department of Transportation (VDOT) State Secondary System (Route 10439).

The applicants have made the request under an option provided by proffer 24 of RZ 2010-LE-009. This proffer permits Liberty One LLC to propose to convert Jasper Lane to a private street as part of the area's transportation improvements with the concurrence of the adjacent owners. Of the applicants, only MetroPark 2345 LLC and MetroPark 8 LLC would receive property from the vacation and abandonment.

The application originally included Arco Street and Lewin Drive; these rights-of-way could be evaluated and processed under the administrative vacation procedures and were severed from this action.

Traffic Circulation and Access
The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access. The service from the existing Jasper Lane would be

provided by the private street. This would connect to the private streets within the Liberty View One property.

Easements
Public easement needs have been identified by the Fairfax County Water Authority and the Department of Public Works and Environmental Services. A public ingress-egress easement was also required. Dominion Virginia Power has a service line crossing candidate right-of-way. The applicants have provided easements in a form acceptable to all parties. No other easement needs were identified.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Zoning, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas Light Company, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Statement of Justification
Attachment II: Notice of Intent
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Metes and Bounds Description
Attachment VI: Vacation Plat
Attachment VII: Vicinity Map

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Donald Stephens, FCDOT

McGuireWoods LLP
1750 Tysons Boulevard
Suite 1800
Tysons Corner, VA 22102-4215
Phone: 703.712.5000
Fax: 703.712.5050
www.mcguirewoods.com

Scott E. Adams
Direct: 703.712.5461

McGUIREWOODS

sadams@mcguirewoods.com
Direct Fax: 703.712.5278

August 31, 2012

Donald Stephens
Fairfax County Department of Transportation
4050 Legato Road, 4th Floor
Fairfax County, Virginia 22033

Re: Vacation of Lewin Drive, Arco Street, and Jasper Lane

Dear Mr. Stephens:

On behalf of the owners of property adjacent to Lewin Drive, Arco Street, and Jasper Lane, we are submitting this request to vacate those public streets pursuant to the enclosed plats in conformance with Code of Virginia Section 15.2-2272(1). Lewin Drive and Arco Street were dedicated pursuant to the Deed of Dedication recorded in Deed Book 689, at Page 37 among the land records of Fairfax County, Virginia (the "Land Records"). Jasper Lane was dedicated pursuant the Deed of Dedication, Division, Easements, Quitclaim, Release and Subordination recorded in Deed Book 12964, at Page 695 among the land records.

The property involved in these deeds was subject to, or immediately adjacent to, a rezoning application (RZ/FDP 2010-LE-009) approved by the Board of Supervisors on April 26, 2011. Copies of the approved development plans for the project are attached. Pursuant to the plans approved by the Board of Supervisors, the properties will be served by new private streets. Therefore, the public streets are no longer necessary and we hereby request that they be vacated.

Enclosed with this request, please find the following:

- Eighteen (18) copies of the recordable plat entitled "LEWIN DRIVE – ROUTE 1233 AND ARCO STREET – ROUTE 1234 WITHIN LEWIN PARK".
- One (1) copy of the Deed of Dedication recorded in Deed Book 689, at Page 37 dedicating Arco Street and Lewin Drive.
- Eighteen (18) copies of the metes and bounds description of the vacated portion of Lewin Drive and Arco Street.

- Eighteen (18) copies of a plat entitled "PLAT SHOWING VACATION OF JASPER LANE".
- One (1) copy of the Deed of Dedication, Division, Easements, Quitclaim, Release and Subordination recorded in Deed Book 12964, at Page 694 dedicating Jasper Lane.
- Eighteen (18) copies of the metes and bounds description of the vacated portion of Jasper Lane.
- One (1) original and Eighteen (18) copies of the Notice of Public Hearing for Lewin Drive and Arco Street.
- One (1) original and Eighteen (18) copies of the Vacation Ordinance for Lewin Drive and Arco Street.
- One (1) original and Eighteen (18) copies of the Notice of Public Hearing for Jasper Lane.
- One (1) original and Eighteen (18) copies of the Vacation Ordinance for Jasper Lane.
- Eighteen (18) copies of the Vicinity Map showing Lewin Drive and Arco Street.
- Eighteen (18) copies of the Vicinity Map showing Jasper Lane
- Eighteen (18) copies of the related development plan.
- $200.00 Fee Check.

Please let me know if you have any questions regarding this request or if additional information is required.

Sincerely,

Scott Adams

Enclosures

\41865288.1

ATTACHMENT II

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
AND AN ORDER ABANDONING
A PART OF A PLAT ON WHICH IS SHOWN
JASPER LANE

Lee District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on July 28, 2015, at 5:00 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway. Fairfax. VA, pursuant to Virginia Code Ann. §15.2-2204, for vacating and abandoning a part of the plat of Jasper Lane, recorded in Deed Book 12964, at Page 694 on which is shown Jasper Lane, a total of 17,259 square feet and a distance of 298.29 feet.

The road is located on Tax Map 91-1 and is described and shown on the metes and bounds schedule dated December 12, 2012, and plat dated August 9, 2012, and revised through April 20, 2015, prepared by VIKA, Inc., both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

LEE DISTRICT. § 15.2-2272(2)

ORDER OF ABANDONMENT
JASPER LANE (ROUTE 10439)
LEE DISTRICT

Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 28th day of July, 2015, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That Jasper Lane, from Metro Park Drive a distance of 298.29 feet, located on Tax Map 91-1, and described on the plat prepared by VIKA, Inc., dated August 9, 2012, and revised through April 20, 2015, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

Catherine A. Chianese
Clerk to the Board

§33.2-909

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN
JASPER LANE

Lee District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on July 28, 2015, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Dedication, recorded in Deed Book 12964, Page 694, on which is shown Jasper Lane, comprising a total of 17,259 square feet, located on Tax Map 91-1, and described and shown on the metes and bounds schedule dated December 12, 2012, and plat dated August 9, 2012, and revised through April 20, 2015, prepared by VIKA, Inc., attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. § 15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

§ 15.2-2272(2)

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • SUSTAINABLE DESIGN

REVISED
December 12, 2012

DESCRIPTION OF
JASPER LANE
METRO PARK PHASE FIVE
DEED BOOK 12964 AT PAGE 694
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Being all of Jasper Lane as shown on a plat entitled "Metro Park Phase Five" recorded in Deed Book 12964 at Page 694 among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning for the same at the intersection of southeasterly right-of-way line of Jasper Lane (54' wide) and the southwesterly right-of-way line of Metro Park Drive (width varies) (DB 12964 Pg 694), said point also being a point of curvature; thence running with the right-of-way lines of Jasper Lane as shown on said plat entitled "Metro Park Phase Five" recorded in Deed Book 12964 at Page 694 the following twelve (12) courses and distances

1. 74.91 feet along the arc of a curve to the left having a radius of 50.00 feet and a chord bearing and distance of North 81°09'14" West, 68.10 feet to a point; thence
2. South 55°55'00" West, 43.32 feet to a point of curvature; thence
3. 43.33 feet along the arc of a non-tangent curve to the left having a radius of 323.00 feet and a chord bearing and distance of South 52°05'04" West, 43.30 feet to a point; thence
4. South 34°08' 28" East, 1.01 to a point of curvature; thence
5. 133.92 feet along the arc of a non-tangent curve to the left having a radius of 322.00 feet and a chord bearing and distance of South 36°18'09" West, 132.96 feet to a point on the northerly line of Lewin Park (DB 689, Pg 37); thence running with a portion of said northerly line of Lewin Park
6. South 89°51'02" West, 60.64 feet to a point of curvature; thence leaving said northerly line of Lewin Park and continuing with the aforesaid right of way lines of Jasper Lane
7. 165.95 feet along the arc of a non-tangent curve to the right having a radius of 378.00 feet and a chord bearing and distance of North 33°08'40" East, 164.62 to a point; thence
8. South 44°16'44" East, 1.00 feet to a point of curvature
9. 67.16 feet along the arc of a non-tangent curve to the right having a radius of 377.00 feet and a chord bearing and distance of North 50°49'28" East, 67.07 to an iron pipe; thence
10. North 55°55'39" East, 52.69 feet to a point of curvature marked by an iron pipe; thence
11. 68.83 along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a chord bearing and distance of North 16°29'16" East, 63.52 feet to a point of curvature lying on the aforesaid southwesterly right-of-way line of Metro Park Drive; thence following the common right of way line of said Metro Park Drive and the aforesaid Jasper Lane
12. 141.40 feet along the arc of a non-tangent curve to the left having a radius of 530.00 feet and a chord bearing and distance of South 30°35'31" East, 140.98 feet to the point of beginning containing 17,259 square feet or 0.39621 acres of land.

X:\DATA\7000-9000\V7324C\DESCRIPTION\JASPER VACATION.DOC

VIKA Virginia, LLC
8180 Greensboro Drive, Suite 200 • Tysons Corner, Virginia 22102 • 703.442.7800 Fax 703.761.2787
Tysons Corner, VA • Germantown, MD • Washington, DC
www.vika.com

OWNERSHIP TABULATION

TAX MAP #	PARCEL	OWNERSHIP	DB / PG	EXISTING SQ.FT.	EXISTING ACRES	R/W VACATION SQ.FT.	TOTAL SQ.FT. AFTER VACATION	TOTAL AC AFTER VACATION
091-1-31	004C1	METROPARK 2345 LLC	21125/0863	97, 179	2. 23092	8, 971	106, 150	2. 43687
091-1-01	0023E	METROPARK 8 LLC	19015/1434	36, 506	0. 83806	8, 288	44, 794	1. 02833
TOTAL				503, 149	11. 55071	82, 561	585, 710	13. 44605

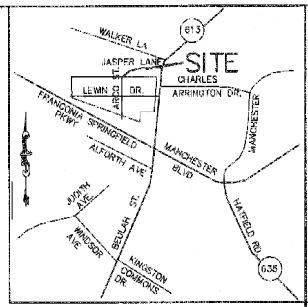
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHD BRG	CHORD
C1	50.00'	74.91'	85°50'37"	46.50'	N81°09'14"W	68.10'
C2	323.00'	43.33'	7°41'10"	21.70'	S52°05'04"W	43.30'
C3	322.00'	133.82'	23°48'49"	67.94'	S36°18'05"W	132.86'
C4	378.00'	195.95'	25°09'12"	84.33'	N33°08'40"E	194.62'
C5	377.00'	87.16'	10°12'23"	33.67'	N50°49'28"E	87.07'
C6	50.00'	68.83'	78°52'24"	41.12'	N16°29'16"E	63.52'
C7	530.00'	141.40'	15°17'09"	71.12'	S30°35'31"E	140.98'
C8	350.00'	62.35'	10°12'23"	31.28'	S50°49'28"W	62.28'
C9	350.00'	143.00'	23°24'34"	72.51'	S34°00'59"W	142.01'

AREA TABULATION:

PORTION OF JASPER LANE ..... 8,288 SF OR 0.19027 ACRES
(TO PARCEL 23E)
PORTION OF JASPER LANE ..... 8,971 SF OR 0.20594 ACRES
(TO PARCEL 4C)

JASPER LANE VACATION (TOTAL) ..... 17,259 SF OR 0.39621 ACRES



VICINITY MAP
SCALE: 1" = 1000'

NOTES:

1. THE ADJACENT PROPERTIES SHOWN HEREON IS/ARE IDENTIFIED ON FAIRFAX COUNTY TAX ASSESSMENT MAP NO. 91-1-((31)) 04C1 AND 91-1-((01)) 23E AND IS ZONED PDC.
2. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 515525 0150D, FOR FAIRFAX COUNTY, VIRGINIA AND IS DATED MARCH 5, 1990.
3. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS 83) AS COMPUTED FROM A FIELD SURVEY PREPARED BY VIKA MARCH 2010.

WETLAND NOTE:

I HEREBY CERTIFY THAT ALL WETLAND PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES

SIGNATURE: [illegible] AS AGENT FOR OWNER

OWNER/DEVELOPER: METROPARK 2345 LLC / METROPARK 8 LLC

SURVEYOR'S CERTIFICATION:

I, FRANKLIN E. JENKINS, A LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT OF STREET VACATION, AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THAT IT IS ALL OF THE PROPERTY DEDICATED BY DEED RECORDED IN DEED BOOK 12964 AT PAGE 694, ALL AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND EMBRACED BY THIS PLAT OF STREET VACATION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS '83), SEE NOTE 3, IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.

GIVEN UNDER MY HAND AND SEAL

COMMONWEALTH OF VIRGINIA
FRANKLIN E. JENKINS
Lic. No. 2061
LAND SURVEYOR

FRANKLIN E. JENKINS
LICENSED LAND SURVEYOR
VIRGINIA # 2061

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.

FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
TAXES REVIEW BRANCH CHIEF

DATE FIS AGENT

APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA

DATE DIRECTOR, PUBLIC WORKS & ENVIRONMENTAL SERVICES OR DESIGNEE

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
Fairfax, Virginia

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

By _____ Date _____

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION - SITE PERMISSION SECTION
STREET ADDRESS FUNCTION

By _____
Date _____

APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICES
SANITARY SEWER SECTION

By _____
Date _____

SHEET 1 OF 3
PLAT SHOWING
VACATION AND ABANDONMENT OF JASPER LANE AND DEDICATION OF INGRESS/EGRESS AND STORM DRAIN EASEMENT

DEED BOOK 12964 PAGE 694
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 50' DATE: AUGUST 9, 2012
DECEMBER 12, 2012, APRIL 19, 2013
APRIL 20, 2015

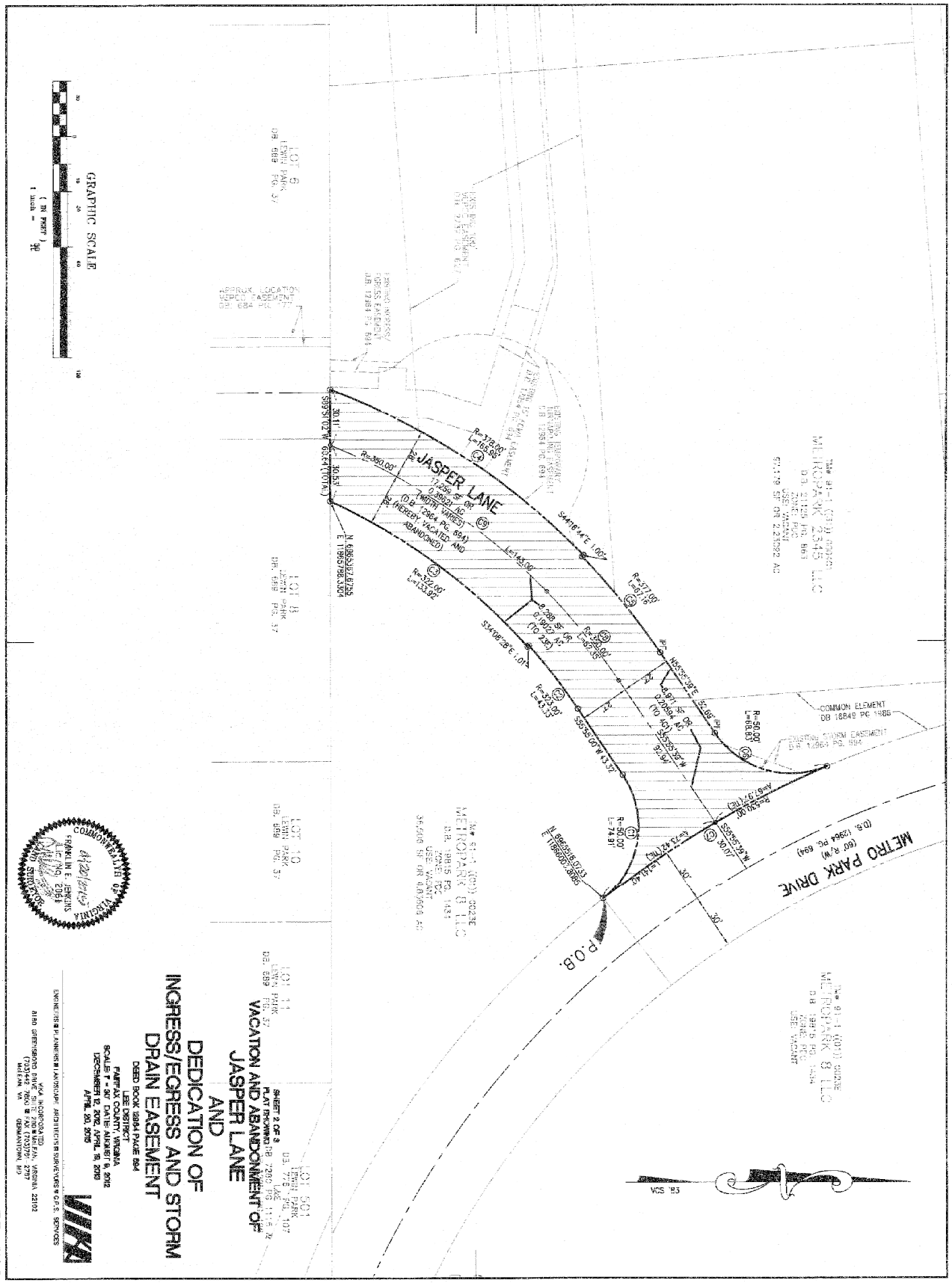
VIKA

ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ G.P.S. SERVICES

VIKA INCORPORATED
8180 GREENSBORO DRIVE, SUITE 200 ■ McLEAN, VIRGINIA 22102
(703)442-7800 ■ FAX (703)761-2787
McLEAN, VA GERMANTOWN, MD

PLAT RECORDATION: Pg.
Dir.
XXXX-RP-XX XXXX-SF-XX

F:\Surveys\LD03-PROJECTS\V7324-RP\dwg\7324-601.dwg 4/20/2015 10:45:18 AM EDT



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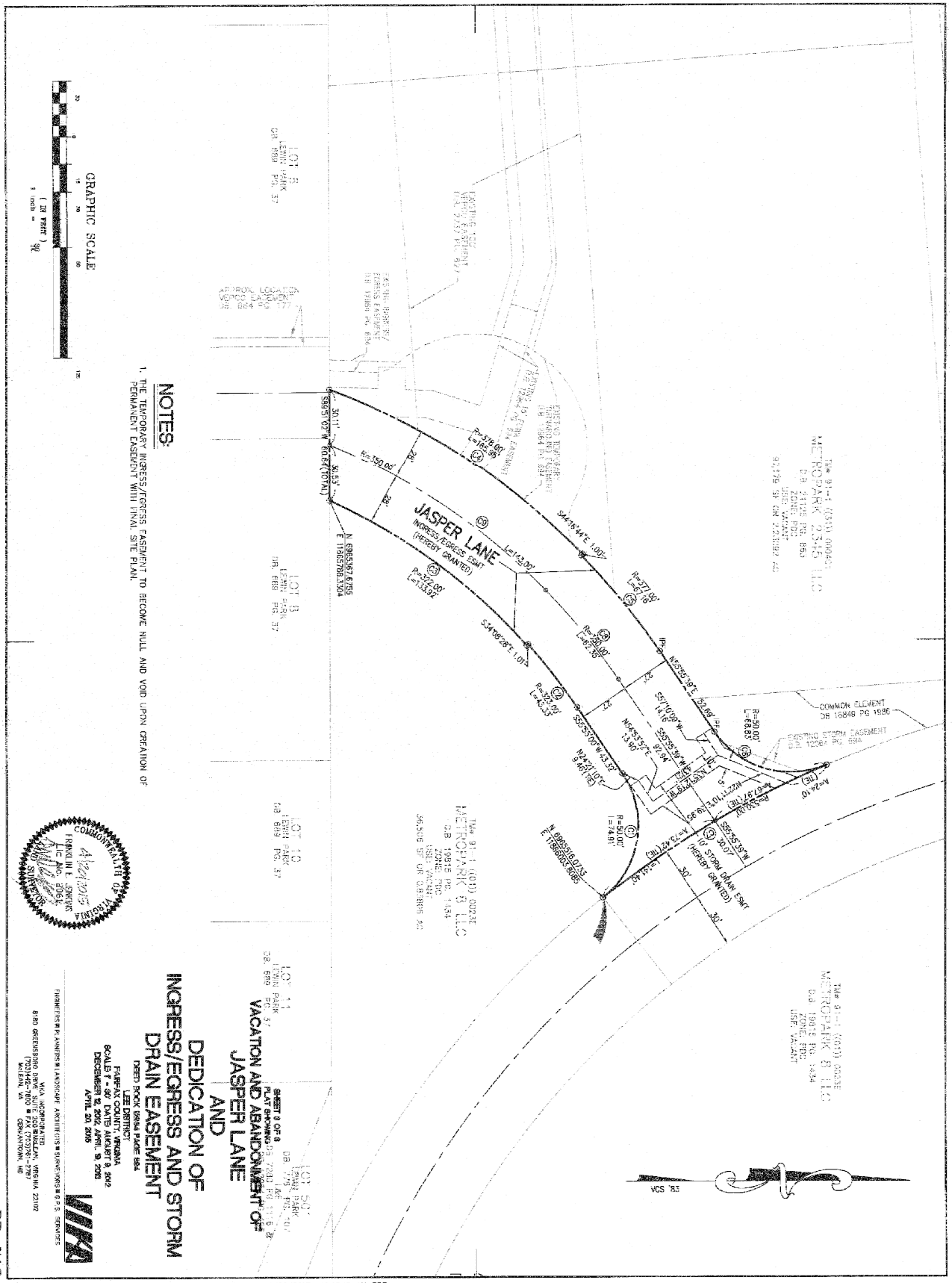
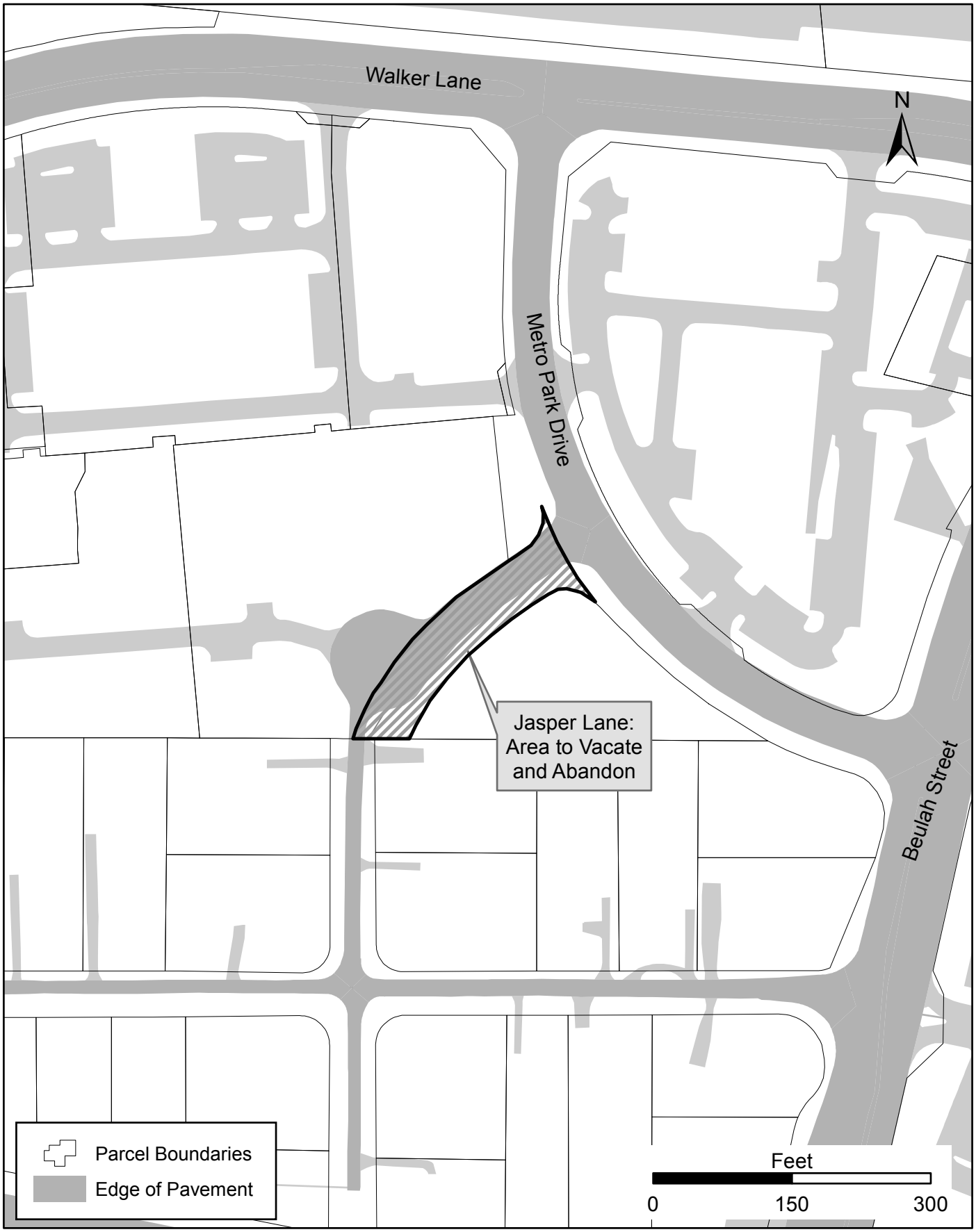

GRAPHIC SCALE
JASPER LANE
INGRESS/EGRESS ESMT
(HEREBY GRANTED)
COMMON ELEMENT
DB 16849 PG 1986
EXISTING STORM EASEMENT
DB 12069 PG 884
DRAIN ESMT
(HEREBY GRANTED)
LOT 5
LEWIS PARK
DB 689 PG 37
LOT 6
LEWIS PARK
DB 689 PG 37
LOT 10
LEWIS PARK
DB 689 PG 37
LOT 11
LEWIS PARK
DB 689 PG 37
LOT 50
LEWIS PARK
DB 689 PG 37
METROPARK 23 LLC
METROPARK 8 LLC
NOTES:
1. THE TEMPORARY INGRESS/EGRESS EASEMENT TO BECOME NULL AND VOID UPON CREATION OF PERMANENT EASEMENT WITH FINAL SITE PLAN.
VACATION AND ABANDONMENT OF
JASPER LANE
AND
DEDICATION OF
INGRESS/EGRESS AND STORM
DRAIN EASEMENT
DEED BOOK 19934 PAGE 884
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE 1" = 50' DATE: AUGUST 9, 2012
DECEMBER 12, 2012, APRIL 13, 2013
APRIL 20, 2015
ENGINEERS PLANNERS LANDSCAPE ARCHITECTS SURVEYORS GPS SERVICES
MCA INCORPORATED
8180 GREENSBORO DRIVE SUITE 200 MCLEAN, VIRGINIA 22102
(703)442-7800 FAX (703)790-2767
MCLEAN, VA GERMANTOWN, MD
COMMONWEALTH OF VIRGINIA
FRANKLIN E. JOHNSON
LIC NO. 2061
LAND SURVEYOR
4/20/2015
P:\Surveys\LDD3-PROJECTS\V7324-RP\dwg\7324-601.dwg 4/20/2015 10:49:18 AM EDT

RP-713

Vicinity Map - Tax Map 91-4



Board Agenda Item
July 28, 2015

5:00 p.m.

Public Hearing on a Proposal to Abandon Part of Willard Road (Sully District)

ISSUE:
Public hearing on a proposal to abandon a portion of Willard Road.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached order for abandonment of the subject right-of-way

TIMING:
On June 23, 2015, the Board authorized the public hearing to consider the proposed vacation and abandonment for July 28, 2015, at 5:00 p.m.

BACKGROUND:
The applicant, Petula Prolix Development Company (successor to Petula Associates), is requesting that a portion of Willard Road be abandoned under §33.2-909 of the Code of Virginia. The subject right-of-way is located on the west side of Stonecroft Boulevard in the vicinity of U.S. Route 50. Although it is not currently in use, this portion of Willard Road is still in the Virginia Department of Transportation (VDOT) State Secondary System (Route 607).

The applicant has made the request per the requirements of the VDOT street acceptance process for Stonecroft Boulevard. Since the original developer partnership dissolved, the Applicant has been responsible for the various internal transportation improvements under the submitted site plans (#9232 et. seq.) for the adjoining development. This process culminated in a Development Agreement (Attachment VII), dated December 22, 2014, in which the Applicant committed to a particular set of improvements and, in paragraph 6.1, to requesting the final disposal of this portion of Willard Road through abandonment.

As the subject right-of-way is prescriptive, the effect of the abandonment will be to return the right-of-way to the adjacent property owners who hold the residual fee ownership.

Traffic Circulation and Access
The abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access. Stonecroft Boulevard currently provides all the public right-of-way functions and access.

Easements
Public easement needs have been identified by the Fairfax County Water Authority and the Department of Public Works and Environmental Services. Public ingress-egress easements were also required. Dominion Virginia Power and Verizon have service lines within the candidate right-of-way. The applicants have provided easements in a form acceptable to all parties. No other easement needs were identified.

The proposal to abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Zoning, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas Light Company, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Application Letter
Attachment II: Notice of Intent
Attachment III: Order of Abandonment
Attachment IV: Metes and Bounds Description
Attachment V: Vacation Plat
Attachment VI: Vicinity Map
Attachment VII: Development Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Donald Stephens, FCDOT

LAW OFFICE OF
Thomas W. Myers, LLC

January 26, 2007

Fairfax County Department of Transportation
Attention: Donald E. Stephens
12055 Government Center Parkway, Suite 1034
Fairfax, Virginia 22035

Re: Proposed Abandonment of a Portion of Willard Road (Route 607)

Dear Mr. Stephens:

In September, 1987, Crow-Avion Associates recorded that certain Deed of Dedication, Subdivision, and Easement in Deed Book 6852 at Page 1321 (the "Original Deed"), and in November, 1988, Crow-Avion Associates recorded that certain Corrected Deed of Dedication, Subdivision, and Easement in Deed Book 7211 at Page 1804 (the "Corrected Deed"), in each case pursuant to Site Plan 6455-SP-001-4 (the "Site Plan"), the Original Deed and the Corrected Deed being hereinafter referred to as the "Deeds".

At the time of the recordation of the Deeds, Crow-Avion Associates was a joint venture comprised of Crow-Avion Limited Partnership and Petula Associates, Ltd., and following the recordation of the Deeds, Petula Associates, Ltd., which was owned by Principal Life Insurance Company, succeeded to all of the interests of Crow-Avion Limited Partnership in Crow-Avion Associates.

In order to comply with the Deeds and the Site Plan, Principal Life Insurance Company, through its attorney, hereby requests the abandonment of a portion of the public road known as Willard Road (Route 607), from the cul-de-sac immediately north of Route 50 north to Stonecroft Boulevard, a distance of approximately 626 feet. Such portion of Willard Road is located on Tax Map 33-2 and is described and shown on the metes and bounds legal description and plat prepared by Rinker Design Associates, P.C., dated January 16, 2007.

Accordingly, enclosed herewith is a check in the amount of Two Hundred Dollars ($200), payable to Fairfax County, Virginia, and representing the Processing Fee, as well as eighteen (18) copies of this letter and the following items:

1. "Plat Showing the Abandonment of a Portion of Willard Road", prepared by Rinker Design Associates, P.C., dated January 16, 2007;

7272 Wisconsin Avenue, Suite 300, Bethesda, Maryland 20814
Office 301-941-1940 Fax 301-951-5862 Cell 301-641-6939
tom.myers@twmyerslaw.com www.twmyerslaw.com

LAW OFFICE OF
Thomas W. Myers, LLC

2. Metes and bounds legal description of the portion of Willard Road to be abandoned, prepared by Rinker Design Associates, P.C., dated January 16, 2007;

3. Proposed Notice of Intent to Abandon a Portion of Willard Road;

4. Proposed Order of Abandonment of a Portion of Willard Road; and

5. Tax Map 33-2 and Tax Map 34-1. The portion of Willard Road to be abandoned is located very close to eastern edge of on Tax Map 33-2; so I have also included Tax Map 34-1, which is the tax map immediately east of Tax Map 33-2.

In accordance with your instructions, I am also e-mailing to you (in Word format) electronic copies of Items 3 and 4 above and sending you one (1) copy of each of the Deeds and the Site Plan under separate cover.

If you have any questions, please do not hesitate to call. My direct phone line is (301) 657-1201, and my direct fax line is (301) 657-1203.

Very truly yours,

Thomas W. Myers, Jr.

cc: Mr. Mark Scholz (by FedEx w/copy of enc.)
Ms. Diane Cortese (by FedEx w/copy of enc.)
Mr. Eduardo Otero (by FedEx w/copy of enc.)
Mr. David Pfifferling (by FedEx w/copy of enc.)
Mr. Edward Snider (by e-mail with copy of Items 3, 4, and 5 only)
Mr. John Cummings (by e-mail with copy of Items 3, 4, and 5 only)
Mr. Steven Seay (by e-mail with copy of Items 3, 4, and 5 only)

ATTACHMENT II

NOTICE OF INTENT TO ABANDON

A PORTION OF WILLARD ROAD (ROUTE 607)

SULLY DISTRICT
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on July 28, 2015, at 5:00 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, VA, pursuant to Virginia Code Ann. § 15.2-2204 on the proposed abandonment of a portion of the public road known as Willard Road (Route 607), from the cul-de-sac immediately north of Route 50 north to Stonecroft Boulevard, a distance of approximately 626 feet, pursuant to Virginia Code § 33.2-909. The road is located on Tax Map 33-2, and is described and shown on the metes and bounds schedule and plat prepared by Rinker Design Associates, P.C., dated February 26, 2009, and last revised May 4, 2015, both of which are on file with the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

SULLY DISTRICT.

§ 33.2-909

ATTACHMENT III

ORDER OF ABANDONMENT

A PORTION OF WILLARD ROAD (ROUTE 607)

SULLY DISTRICT
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 28th day of July, 2015, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That Willard Road (Route 607), from the cul-de-sac immediately north of Route 50 north to Stonecroft Boulevard, a distance of approximately 626 feet, located on Tax Map 33-2, and described on the plat and metes and bounds schedule prepared by Rinker Design Associates, P.C., dated February 26, 2009, and last revised May 4, 2015, both of which are attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board

§33.2-909

RINKER DESIGN ASSOCIATES, P.C.

Engineering · Surveying · Land Planning
Transportation · Environmental

May 4, 2015

METES AND BOUNDS DESCRIPTION
ON A PORTION OF WILLARD ROAD
TO BE ABANDONED
SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA

97-065-QT

Beginning at a point lying in the cul-de-sac right-of-way line of Willard Road, State Route Number 607 (width varies), said point being a common corner with Parcel "E" Avion Development of the land of Avion Holdings, LLC formerly known as CH4, LLC;

Thence running with the cul-de-sac right-of-way line of Willard Road with a curve to the left of radius 55.00 feet having a central angle of 31°58'32", chord of 30.30 feet, chord bearing of N81°01'36"W and an arc length of 30.69 feet to a point;

Thence running consecutively with the line of Parcel 2 of the land of Prologis Development Services, LLC formerly known as Prologis Development Services Incorporated formerly known as SCI Development Services Incorporated, Parcel 1A of the land of CLPF-Chantilly, L.P., and Parcel 1B of the land of IIT Chantilly DC LLC N09°20'13"E 677.43 feet to a point;

Thence running with the westerly right-of-way line of Stonecroft Boulevard (width varies) with a curve to the left of radius 846.00 feet having a central angle of 6°22'59", chord of 94.20 feet, chord bearing of S09°22'18"E and an arc length of 94.25 feet to a point;

Thence running consecutively with the line of the land of Petula Associates, LLC formerly known as Petula Associates, Ltd., the line of the land of Avion Holdings, LLC, Parcel "A" of the land of Avion Holdings, LLC formerly known as CH4, LLC, and the aforementioned Parcel "E" Avion Development of the land of Avion Holdings, LLC formerly known as CH4, LLC S09°19'44"W 588.02 feet to the point and place of beginning and containing 19,016 square feet or 0.4365 acres of land more or less.

COMMONWEALTH OF VIRGINIA
STEPHEN M. SEAY
Lic. No. 001763
5-4-15
LAND SURVEYOR

Stephen M. Seay
Land Surveyor

927 Maple Grove Drive · Suite 105 · Fredericksburg, VA 22407 · Tel: 540.548.4470 · Fax: 540.548.4471 · www.rdacivil.com

DRAWING NAME: M:\work\97065\P_ATS\WILLARD ROAD ABAN3.dwg | Plotted on 5/14/2015 11:15 AM | by Robert S. Grim, Jr.

97-065-01

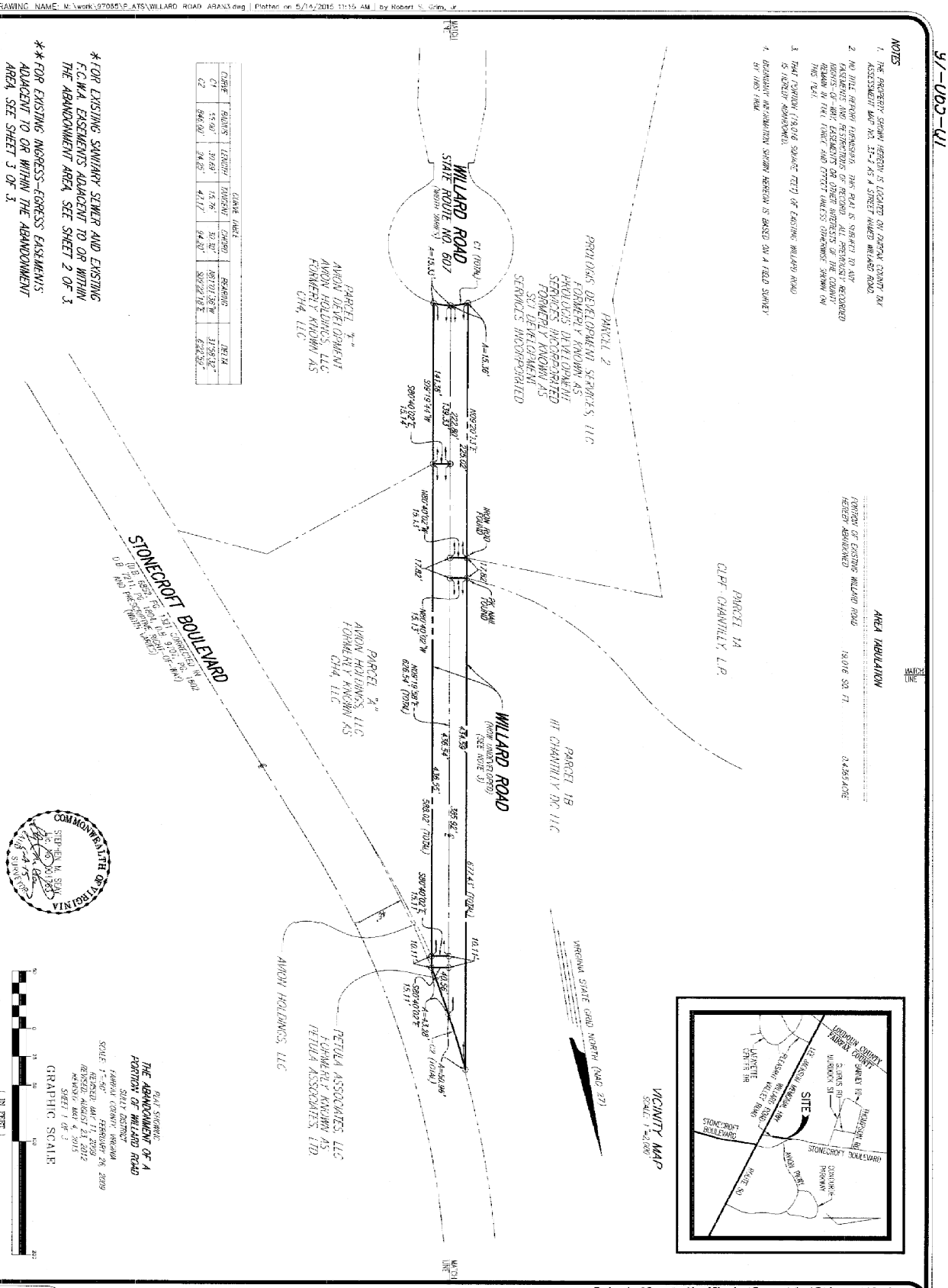
NOTES

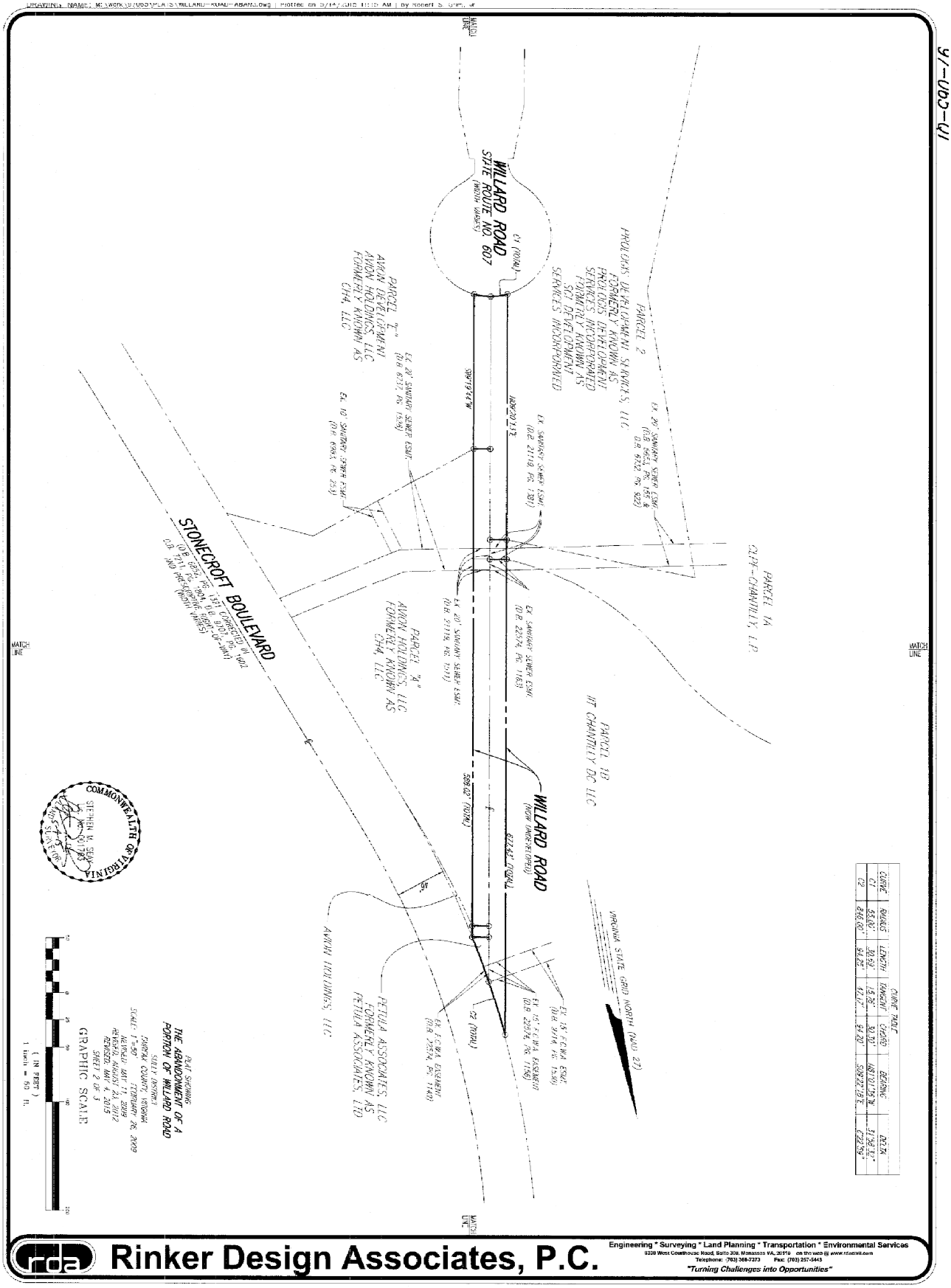
1. THE PROPERTY SHOWN HEREON IS LOCATED ON FAIRFAX COUNTY TAX ASSESSMENT MAP NO. 33-2 AS A STREET NAMED WILLARD ROAD.
2. NO TITLE REPORT HAS BEEN MADE THAT THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD. ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
3. THAT PORTION (136,016 SQUARE FEET) OF EXISTING WILLARD ROAD IS LOCATED ABOVE/BELOW.
4. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY BY RDA, PLAN

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	55.00'	30.69'	15.76'	30.30'	N87°12'36"W	31°58'32"
C2	946.00'	94.25'	47.17'	94.20'	S82°29'19"E	5°42'35"

* FOR EXISTING SANITARY SEWER AND EXISTING F.C.W.A. EASEMENTS ADJACENT TO OR WITHIN THE ABANDONMENT AREA, SEE SHEET 2 OF 3.

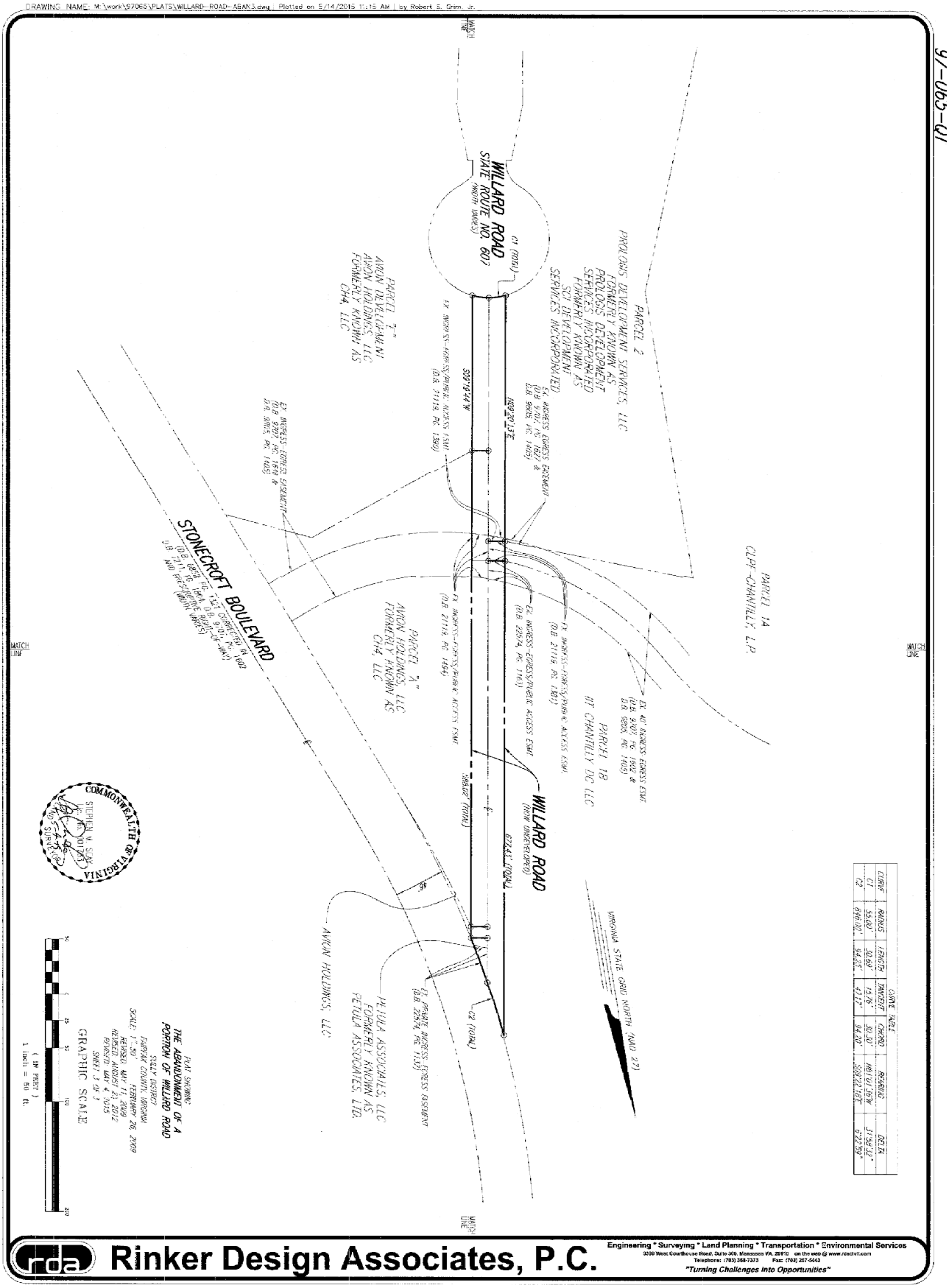
** FOR EXISTING INGRESS-EGRESS EASEMENTS ADJACENT TO OR WITHIN THE ABANDONMENT AREA, SEE SHEET 3 OF 3.




WILLARD ROAD
STATE ROUTE NO. 607
(WIDTH VARIES)
PARCEL 2
PARCEL "E"
AVION HOLDINGS, LLC
FORMERLY KNOWN AS
CHA, LLC
PARCEL "A"
AVION HOLDINGS, LLC
FORMERLY KNOWN AS
CHA, LLC
STONECROFT BOULEVARD
PARCEL 1A
CITY-CHANTILLY, LP
PARCEL 1B
MT. CHANTILLY DC LLC
WILLARD ROAD
(NOW UNDER OPEN)
AVION HOLDINGS, LLC
FETULA ASSOCIATES, LLC
FORMERLY KNOWN AS
FETULA ASSOCIATES, LTD
VIRGINIA STATE GRID NORTH (NAD 27)
MATCH LINE
COMMONWEALTH OF VIRGINIA
STEPHEN M. SEBA
LAND SURVEYOR
PLAT SHOWING
THE ABANDONMENT OF A
PORTION OF WILLARD ROAD
SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=50' DATE: DECEMBER 26, 2009
REVISED: MAY 17, 2012
REVISED: AUGUST 24, 2012
REVISED: MAY 4, 2015
SHEET 2 OF 3
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
Rinker Design Associates, P.C.
Engineering * Surveying * Land Planning * Transportation * Environmental Services
"Turning Challenges into Opportunities"

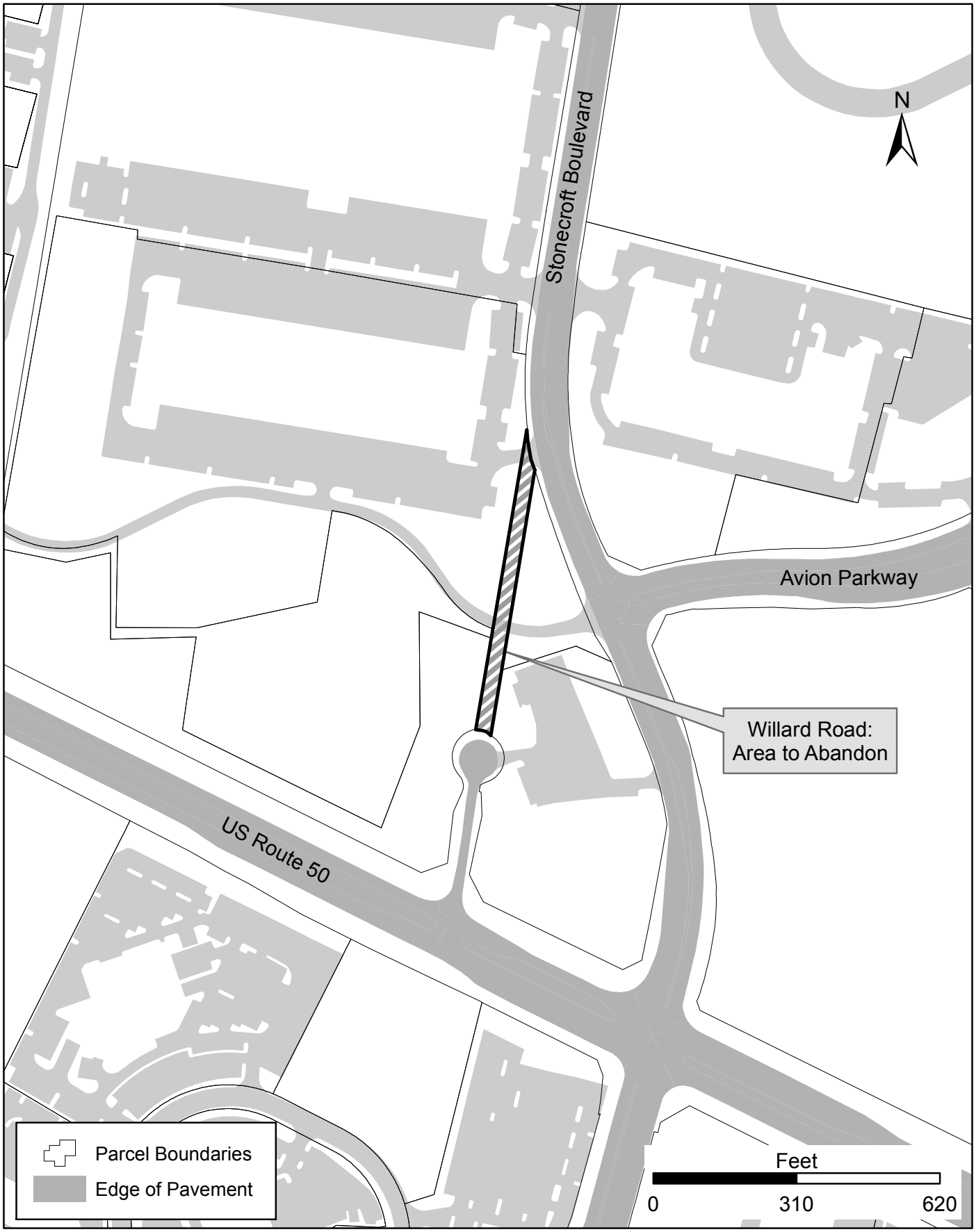
97-065-01

DRAWING NAME: M:\work\97065\PLATS\WILLARD-ROAD-ABAN3.dwg Plotted on 5/14/2015 11:15 AM by Robert S. Grim, Jr.



97-065-01

Vicinity Map - Tax Maps 33-2 & 34-1



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this **"Agreement"**) is made this 23 day of December, 2014, by and among Petula Prolix Development Company, an Iowa corporation (**"Petula Prolix"**), the Commonwealth of Virginia, Department of Transportation (**"VDOT"**), and the Board of Supervisors of Fairfax County, Virginia (the **"County"**).

WITNESSETH:

WHEREAS, Petula Prolix, successor-in-interest to Crow-Avion Associates, a joint venture of (a) Petula Associates, Ltd., an Iowa corporation (**"Associates"**) and (b) Crow-Avion Limited Partnership, a Texas limited partnership, is the developer of Avion Business Park, a 158 acre commercial office park located on Virginia Route 50 (**"Route 50"**) in Chantilly, Fairfax County, Virginia (**"Avion"**) and is the fee simple owner of Lot 1 (Tax Map ID No. 34-1 ((3)) - 1), Parcel B-2B (Tax Map ID No. 34-1 ((3)) - B4), and Parcel B-2C (Tax Map ID No. 34-1 ((3)) - B5), which Lot 1, Parcel B-2B, and Parcel B-2C are hereinafter referred to collectively as the **"Property"** and defined in **Exhibit A-1** hereto, the fee simple owner(s) of the Property from time to time being hereinafter referred to individually and collectively as the **"Developer"**; and

WHEREAS, as of the date hereof, Avion Parkway, Concorde Parkway, the Eastern Stonecroft Dedication, the Eastern Willard Dedication, the Parcel D-1A Lane, Virginia Mallory Drive, Westfax Drive, the Lot 4A/5A Lane, and the Parcel B-2C Lane (each, a **"Dedicated Street"**) have been dedicated for public street purposes in connection with the development of Avion, all such capitalized terms being defined in **Exhibit A-1** hereto; and

WHEREAS, as of the date hereof, street improvements have been constructed within Avion Parkway, Concorde Parkway, the Eastern Stonecroft Dedication, the Eastern Willard Dedication, Virginia Mallory Drive, the Parcel D-1A Lane, and the Lot 4A/5A Lane (individually, a **"Constructed Street"**, and collectively, the **"Constructed Streets"**), and none of the street improvements within the Constructed Streets have been accepted into the Virginia state highway system for maintenance by VDOT (**"Accepted"**); and

WHEREAS, VDOT has contracted for the redesign and reconstruction of portions of Route 50, including without limitation those portions of Route 50 that abut the Property to the south (the **"Route 50 Project"**), which Route 50 Project (a) requires the acquisition of interests in property, by eminent domain or otherwise, of portions of certain parcels of real property, including without limitation portions of the Property, and (b) necessitated the redesign and reconstruction of certain streets within Avion to conform to such redesign and reconstruction of portions of Route 50; and

WHEREAS, such redesign of Route 50 and the redesign of certain streets within Avion are shown on the construction plans for the Route 50 Project, which plans are hereinafter referred to collectively as the **"Route 50 Plans"** and defined in **Exhibit A-1** hereto; and

WHEREAS, this Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and, as further set forth in paragraph 7.2 below, is intended to supersede and replace the Agreement dated February 25, 1987, and recorded among the Land Records in Deed Book 6678 at Page 1685 ("**Prior Agreement**").

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby agree as follows:

1. Street Construction Obligations. VDOT hereby agrees to construct or cause to be constructed, at no cost or expense to the Developer or the Parcel E Owner (as hereinafter defined), the streets and other improvements listed herein and as shown on VDOT's Route 50 Plans (the **"Construction Obligations"**), such streets and other improvements being hereinafter referred to as the **"Street Improvements"**. The Construction Obligations shall include the timely completion of the Street Improvements and any and all utility relocations associated with the Street Improvements, which are currently estimated to be completed by November 20, 2015. The Developer hereby acknowledges that, in the performance of the Construction Obligations, VDOT may be required to remove the existing entrance signs, fencing, landscaping, and similar improvements that are located within the Construction Easement Areas (as hereinafter defined), and agrees that in no event shall the work required to be performed by VDOT hereunder include the relocation, repair, or reconstruction of any such entrance signs, fencing, landscaping, and similar improvements.

1.1 Additional Westbound Lane on Route 50.

(a) The parties hereby acknowledge and agree that the Construction Obligations include the construction of an additional (fourth) westbound lane between Avion Parkway and Stonecroft Boulevard, (the **"Additional Westbound Lane"**), including a right-in entrance onto, and a right-out exit off of, Westfax Drive (the **"Westfax Entrance"**). In the event that the Developer does not complete the construction of Westfax Drive in accordance with Modified Street Plans (as hereinafter defined) on or before the completion of the Additional Westbound Lane, (a) the Westfax Entrance shall not include those improvements for the Westfax Entrance that lie within the Additional Westbound Lane (the **"Encroaching Improvements"**); (b) the Additional Westbound Lane shall be continuous between Avion Parkway and Stonecroft Boulevard; and (c) the Developer shall thereafter have the continuing right, until ten (10) years after the completion certification of the Route 50 Project (the **"Westfax Deadline"**) (i) to construct the Encroaching Improvements in accordance with construction plans that are consistent with the Route 50 Plans, which construction plans are subject to approval by VDOT and the County per standard plan approval processes, and which construction is subject to the Developer (i) obtaining all necessary permits, including without limitation permits to work in the right-of-way, and (ii) securing its obligation to construct the Encroaching Improvements in accordance with such approved plans.

1.2 Additional Southbound Lane on Stonecroft Boulevard.

(a) The parties hereby acknowledge that the Construction Obligations include the construction of three (3) left turn lanes, a through lane, and a continuous right turn lane on southbound Stonecroft Boulevard (the **"Stonecroft Lanes"**), contingent on the conditions below.

(b) The parties acknowledge and agree that the construction of the Stonecroft Lanes requires the dedication, by Avion Holdings, LLC, a Virginia limited liability company, as the fee simple owner of Parcel E, as defined in **Exhibit A-1** hereto (the **"Parcel E Owner"**), of that certain portion of Parcel E, shown on that certain Commonwealth of Virginia, Department of Transportation, Acquisition Plat, dated October 8, 2013, and sealed November 19, 2014, prepared by Dewberry Consultants LLC, and entitled "COMPILED PLAT SHOWING 0.108 ACRE FEE TAKE AREA BEING GRANTED TO COMMONWEALTH OF VIRGINIA, PROPERTY OF AVION HOLDINGS, LLC (Formerly known as CH4, LLC), SULLY MAGISTERIAL DISTRICT, FAIRFAX COUNTY, VIRGINIA," (the **"Parcel E Plat"**), a reduced copy of which Parcel E Plat is attached as **Exhibit C-1** hereto, pursuant to that certain Deed of Dedication, by the Parcel E Owner to VDOT (the **"Parcel E Deed"**), the form of which Parcel E Deed is attached as **Exhibit C-2** hereto, along with a release of any liens of any deeds of trust encumbering Parcel E pursuant to one (1) or more Certificates of Partial Satisfaction (or similar documents) from the trustees or beneficiary under such deeds of trust (the **"Certificates"**).

(c) If an executed and notarized original of the Parcel E Deed and executed and notarized originals of the Certificates have not been delivered to VDOT (or its counsel) on or before December 23, 2014 (the **"Dedication Deadline"**), which originals are to be held in escrow pending Recordation, the Route 50 Plans shall be modified and the Construction Obligations shall be deemed modified, such that the Stonecroft Lanes consist of one (1) continuous right turn lane, two (2) left turn lanes, and one (1) through lane, all as shown on **Exhibit C-3** attached hereto. In no event shall the Parcel E Deed, the Parcel E Plat, or any of the Certificates be recorded prior to Recordation.

1.3 Reconfiguration of Trails. The parties hereby acknowledge and agree (a) that, as of the date hereof, a network of trails has been constructed within the Property (such trails, the **"Existing Trails"**), including without limitation along Avion Parkway, Stonecroft Boulevard, and Route 50, (b) that the Route 50 Project includes the widening of portions of Avion Parkway, Stonecroft Boulevard, and Route 50 and the construction of a shared use path immediately north of and along Route 50 (the **"Shared Use Path"**), and (c) that a substantial portion of the Existing Trails either (i) will be destroyed by such widening, by such relocation of utilities, or (with respect to existing trails constructed along Route 50 only) by the construction of the Shared Use Path, or (ii) will be rendered obsolete by the Shared Use Path. Accordingly, the Construction Obligation is hereby deemed to include the demolition of portions of the Existing Trails and the construction of new trails, in each case as shown on **Exhibit D** hereto, such Existing Trails to be so demolished being hereinafter referred to collectively as the **"Obsolete Trails"**, all other Existing Trails being hereinafter referred to collectively as the

"Remaining Trails", and all trails to be so constructed being hereinafter referred to collectively as the **"Future Trails"**.

1.4 Additional Asphalt Milling and Overlay. The parties hereby agree that, provided the Developer and Shirley enter into a mutually acceptable written contract for Shirley to perform a portion of any asphalt milling and overlay that is within the scope of any Punch List Item for Avion Parkway and, if applicable, the Eastern Stonecroft Dedication, at no cost or expense to VDOT, on or before May 1, 2015, VDOT shall cause such additional asphalt milling and overlay to be added to the Route 50 Plans. In such event, VDOT shall issue a zero dollar ($0.00) change order adding such additional asphalt milling and overlay to the Construction Obligations.

2. Dedications and Easements by Developer.

(a) The Developer will dedicate in fee simple to the County certain portions of the Property (collectively, the **"Dedications"**), in each case for no monetary compensation and pursuant to deeds in the form attached as **Exhibit E-1**, **Exhibit E-2,** and **Exhibit E-3** hereto (individually, a **"Dedication Deed"** and, collectively, the **"Dedication Deeds"**), which Dedications are required for the Route 50 Project and are more particularly bounded and described on:

(i) that certain plat, dated August 12, 2014, prepared by Rinker Design Associates, P.C., and entitled "PLAT SHOWING A PUBLIC STREET DEDICATION AND THE VACATION OF VARIOUS COUNTY EASEMENTS ON LOT 1, AVION DEVELOPMENT, SULLY DISTRICT, FAIRFAX COUNTY, VIRGINIA," a reduced copy of which plat is attached as **Exhibit E-4** hereto (the **"Lot 1 Dedication Plat"**),

(ii) that certain plat, dated August 12, 2014, prepared by Rinker Design Associates, P.C., and entitled "PLAT SHOWING A PUBLIC STREET DEDICATION AND THE VACATION OF VARIOUS COUNTY EASEMENTS ON "PARCEL B-2B", AVION DEVELOPMENT, SULLY DISTRICT, FAIRFAX COUNTY, VIRGINIA," a reduced copy of which plat is attached as **Exhibit E-5** hereto (the **"Parcel B-2B Dedication Plat"**), and

(iii) that certain plat, dated August 12, 2014, prepared by Rinker Design Associates, P.C., and entitled "PLAT SHOWING A PUBLIC STREET DEDICATION AND THE VACATION OF VARIOUS COUNTY EASEMENTS ON "PARCEL B-2C", AVION DEVELOPMENT, SULLY DISTRICT, FAIRFAX COUNTY, VIRGINIA," a reduced copy of which plat is attached as **Exhibit E-6** hereto (the **"Parcel B-2C Dedication Plat"**),

(the Lot 1 Dedication Plat, the Parcel B-2B Dedication Plat, and the Parcel B-2C Dedication Plat being hereinafter referred to individually as a **"Dedication Plat"** and collectively as the **"Dedication Plats"**). The Dedication Plats to be attached to the Dedication Deeds include an award to the Developer of an intensity credit for each subdivided parcel comprising the Property

that meets the Zoning Ordinance requirements for intensity credit, which credit shall, in the aggregate, be equal to the total intensity allocable to those portions of the Property that are dedicated in fee simple for public street purposes.

(b) The Developer will grant to VDOT over certain portions of the Property, certain temporary construction easements, certain perpetual street easements, certain perpetual drainage easements, and (with respect to Lot 1 only) a certain permanent sign easement (collectively, the **"VDOT Easements"**), in each case for no monetary compensation and pursuant to the deeds in the forms attached as **Exhibit E-7**, **Exhibit E-8**, and **Exhibit E-9** hereto (individually, an **"Easement Deed"** and, collectively, the **"Easement Deeds"**), which VDOT Easements are being granted to VDOT under threat of eminent domain and are more particularly bounded and described on:

(i) that certain Commonwealth of Virginia, Department of Transportation, Acquisition Plat, dated November 19, 2014, prepared by Dewberry Consultants LLC, formerly known as Dewberry & Davis LLC, and entitled "COMPILED PLAT SHOWING VARIOUS EASEMENTS BEING GRANTED TO, COMMONWEALTH OF VIRGINIA, PROPERTY OF PETULA PROLIX DEVELOPMENT COMPANY, SULLY MAGISTERIAL DISTRICT, FAIRFAX COUNTY, VIRGINIA," a reduced copy of which plat is attached as **Exhibit E-10** hereto (the **"Lot 1 Easement Plat"**),

(ii) that certain Commonwealth of Virginia, Department of Transportation, Acquisition Plat, dated November 19, 2014, prepared by Dewberry Consultants LLC, formerly known as Dewberry & Davis LLC, and entitled "COMPILED PLAT SHOWING VARIOUS EASEMENTS BEING GRANTED TO COMMONWEALTH OF VIRGINIA, PROPERTY OF PETULA PROLIX DEVELOPMENT COMPANY, SULLY MAGISTERIAL DISTRICT, FAIRFAX COUNTY, VIRGINIA," a reduced copy of which plat is attached as **Exhibit E-11** hereto (the **"Parcel B-2B Easement Plat"**), and

(iii) that certain Commonwealth of Virginia, Department of Transportation, Acquisition Plat, dated November 19, 2014, prepared by Dewberry Consultants LLC, formerly known as Dewberry & Davis LLC, and entitled "COMPILED PLAT SHOWING VARIOUS EASEMENTS BEING GRANTED TO, COMMONWEALTH OF VIRGINIA, PROPERTY OF PETULA PROLIX DEVELOPMENT COMPANY, SULLY MAGISTERIAL DISTRICT, FAIRFAX COUNTY, VIRGINIA," a reduced copy of which plat is attached as **Exhibit E-12** hereto (the **"Parcel B-2C Easement Plat"**),

(the Lot 1 Easement Plat, the Parcel B-2B Easement Plat, and the Parcel B-2C Easement Plat being hereinafter referred to individually as an **"Easement Plat"** and collectively as the **"Easement Plats"**).

(c) The parties hereby acknowledge (i) that the Developer has granted to Virginia Electric and Power Company, a Virginia public service corporation (**"VEPCO"**),

certain easements for transmitting and distributing electric power over certain portions of the Property pursuant to (A) with respect to Lot 1, that certain Right of Way Agreement by the Developer to VEPCO, dated October 7, 2013, and recorded among the Land Records in Deed Book 23426 at Page 105 (the **"Lot 1 VEPCO Easement"**), (B) with respect to Parcel B-2B, that certain Right of Way Agreement by the Developer to VEPCO, dated October 7, 2013, and recorded among the Land Records in Deed Book 23426 at Page 123, and (C) with respect to Parcel B-2C, that certain Right of Way Agreement by the Developer to VEPCO, dated October 7, 2013, and recorded among the Land Records in Deed Book 23426 at Page 114 (the **"Parcel B-2C VEPCO Easement"**), and (ii) that neither the Lot 1 VEPCO Easement nor the Parcel B-2C VEPCO Easement, each as granted, clearly conform to the Route 50 Plans.

The parties hereby agree that (i) VDOT, or its contractor, Shirley shall correct and re-record the Lot 1 VEPCO Easement, (ii) VDOT shall cause VEPCO to vacate the existing Parcel B-2C VEPCO Easement, and (iii) the Developer shall promptly re-grant the Parcel B-2C VEPCO Easement, such correction and re-granting being bounded and described on the Easement Plats and such correction, vacating, and re-granting being pursuant to deeds generally in the form of such Right of Way Agreements (with such additional language as may be necessary to effect the aforementioned correction and vacation) and subject to a prohibition against the installation of any VEPCO utility line within that certain easement granted by that certain Fairfax County Water Authority Easement Agreement, dated July 25, 1994, and recorded among the Land Records in Deed Book 9206 at Page 98. Such easements to VEPCO (as corrected, vacated, and re-granted) are hereinafter referred to collectively as the **"VEPCO Easements"**, and those portions of the Property encumbered by the VEPCO Easements being hereinafter referred to collectively as the **"VEPCO Easement Area"**.

3. Additional Easement Provisions and Conditions.

3.1 Trail Easements. The Developer hereby agrees that, following the demolition of the Obsolete Trails by VDOT and the construction of the Future Trails by VDOT, all as shown on **Exhibit D** hereto, the Developer, at no cost or expense to the County or VDOT, shall grant easements over, and for the maintenance of, (a) any and all Remaining Trails and (b) any and all Future Trails, such easements to be granted being hereinafter referred to as the **"New Trail Easements"**, regardless of whether any Remaining Trails or any Future Trails are or would be located within any easements for the maintenance of trails that encumber the Property as of the date hereof (the **"Existing Trail Easements"**), all of which Existing Trail Easements shall be vacated by the County in accordance with this Agreement. The County hereby agrees to accept such easements over the Remaining Trails and the Future Trails provided that such easements are granted pursuant to the County's standard form therefor.

3.2 Rt. 50 Landscaping and Streetscape Improvements. The parties hereby acknowledge (i) that Section 13-203 of the Fairfax County Zoning Ordinance (the **"Zoning Ordinance"**) requires that, where a property line abuts the right-of-way of a street, a landscaping strip ten (10) feet in width, which shall not include a sidewalk or trail, shall be located between the parking lot and the property line and that trees are required to be planted in the Landscaping Strip and (ii) that, in reliance on such section and the Proffer Determination (as defined in Section 5.9, below), the Developer has agreed to grant the VDOT Easements, and the VEPCO

Easements, and has negotiated the location of certain additional easements to Fairfax County Water Authority (**"FCWA"**). The parties hereto agree that, unless and until altered by a proffer condition amendment or rezoning of the Property, the Rt. 50 frontage of the Property shall be developed in a manner consistent with the Avion Route 50 Frontage Landscape Plan which is included in the Proffer Determination.

Notwithstanding any provision of this Agreement to the contrary, VDOT and the County hereby acknowledge and agree that the Developer intends, and shall have the right, to construct, within those portions of the Property north of the Rt. 50 frontage landscaping improvements (and within certain of the easements to be granted by the Developer hereunder), parking areas, associated travelways, and the like, other than existing public structures (collectively, **"Site Improvements"**), regardless of whether any such Site Improvements would be located within any portion of the Property encumbered by an easement granted pursuant to this Agreement, which construction shall be subject to the terms of any applicable easements.

4. Vacation of Certain Easements.

(a) The County hereby agrees to vacate or quitclaim any and all Existing Trail Easements, regardless of whether the entirety or any portion of any Obsolete Trail, any Remaining Trail, or any Future Trail has been constructed within any Existing Trail Easements, which vacation or quitclaim shall take place concurrently with the granting of the New Trail Easements and be at the sole cost and expense of the Developer.

(b) VDOT and the County each hereby agrees that the Developer shall have no responsibility to vacate or quitclaim (or cause to be vacated or quitclaimed by others) any easements for the benefit of the County or any party other than the County to the extent that such easements are located within any dedication of any portion of the Property (as defined in **Exhibit A-1** hereto) that is required or may otherwise be contemplated by this Agreement.

5. Other Street Improvements.

5.1 Virginia Mallory Drive and Westfax Drive. The parties hereby:

(a) acknowledge

(i) that the Developer has prepared plans for street improvements within those certain dedicated rights of way within Avion known as Virginia Mallory Drive and Westfax Drive,

(ii) that such plans were approved by VDOT and the County,

(iii) that the Developer secured its obligation to construct such streets in accordance with such plans by a bond for the benefit of the County,

(iv) that, as of the date hereof, no street improvements within Westfax Drive have been constructed, the street improvements within Virginia Mallory Drive

(other than the installation of street lights) have been constructed in accordance with such plans, and none of the street improvements that have been constructed have been Accepted,

(v) that the Developer has modified such plans as and to the extent shown and described on those certain plans prepared by Rinker Design Associates, P.C. and dated April 2, 2013 (the **"Modified Street Plans"**), a schedule of which Modified Street Plans is attached as **Exhibit F-1** hereto, to provide, inter alia, for

(A) a designated right turn lane from the Additional Westbound Lane onto northbound Westfax Drive,

(B) a designated right turn lane from southbound Westfax Drive onto the Additional Westbound Lane,

(C) a grass median between portions of the northbound and southbound lanes of Westfax Drive, and

(D) various entrances providing access to and egress from Parcel B-2B and Parcel B-2C from and onto Virginia Mallory Drive and Westfax Drive, and

(vi) that the Modified Street Plans have been approved by VDOT and the County, which approval expires April 26, 2018, and

(b) agree:

(i) that the Developer shall have the right to commence the construction of Westfax Drive and other improvements shown on the Modified Street Plans until the Westfax Deadline, pursuant to all necessary approvals and permits, including, but not limited to, a permit to work in the right-of-way,

(ii) that the Developer shall have the right to request a reduction of the bond securing the Developer's obligation to construct Virginia Mallory Drive and Westfax Drive in accordance with the Modified Street Plans and as otherwise provided in this Agreement,

(iii) that VDOT and the County shall, upon request,

(A) extend its approval of the Modified Street Plans for periods of five (5) years from the then current expiration of such approval until a date that shall be no later than the Westfax Deadline, and

(B) approve, in the course of reviewing any site plan for any portion of Parcel B-2B or Parcel B-2C, any entrance shown on the Modified Street Plans; provided, however, that in no event will VDOT and the County be obligated to extend its approval of the Modified Street Plans beyond the Westfax Deadline or to approve any entrance

shown on the Modified Street Plans in its review of any site plan submitted after the Westfax Deadline, and

(iv) that the Developer will, concurrently with the extension of the approval of the Modified Street Plans by VDOT and the County, extend the bonding agreements applicable to such plans.

5.2 Avion Parkway U-Turn Lane.

(a) The Developer shall have the right to add to the Route 50 Project an additional northbound lane on Avion Parkway to facilitate vehicles travelling on northbound Avion Parkway making a U-turn onto southbound Avion Parkway at the median break adjacent to the existing entrance to Lot 2 (as defined in **Exhibit A-1** hereto), as shown on **Exhibit F-2** hereto (such lane, the **"U-Turn Lane"**), which right may be exercised by the Developer delivering written notice of such exercise to VDOT and Shirley Contracting Company, LLC, a Virginia LLC ("**Shirley**") within thirty (30) days after Recordation. Following the exercise of such right by the Developer and the Developer and Shirley entering into a mutually acceptable written contract for the construction of the U-Turn Lane, (i) the Construction Obligations shall be deemed to include the U-Turn Lane, and (ii) VDOT shall issue a zero dollar ($0.00) change order to incorporate plans for the U-Turn Lane into the Route 50 Plans and construct the U-Turn Lane as part of the Construction Obligations.

(b) In the event that the Developer does not exercise the foregoing right to add the U-Turn Lane to the Route 50 Project, the Developer shall thereafter have the continuing right, until the Westfax Deadline, to construct the U-Turn Lane in accordance with construction plans that are consistent with **Exhibit F-2** hereto, which construction plans shall be subject to approval by VDOT and the County per standard plan approval processes, and which construction shall be subject to the Developer (i) obtaining all necessary permits, including without limitation permits to work in the right-of-way, and (ii) securing its obligation to construct the U-Turn Lane in accordance with such approved plans.

5.3 Continuous Right Turn onto Northbound Stonecroft. The Developer shall have the continuing right, until the Westfax Deadline, to construct an additional northbound lane on Stonecroft Boulevard (such lane, the **"Right Turn Lane"**), the primary purpose of which Right Turn Lane is to provide a continuous right turn lane from the Additional Westbound Lane onto northbound Stonecroft Boulevard, as shown on **Exhibit F-3** hereto. Such construction shall be (i) in accordance with construction plans that are consistent with **Exhibit F-3** hereto, which construction plans shall be subject to approval by VDOT and the County per standard plan approval processes, and (ii) subject to the Developer (A) obtaining all necessary permits, including without limitation permits to work in the right-of-way, and (B) securing its obligation to construct the Right Turn Lane in accordance with such approved plans.

5.4 Future Traffic Signals. VDOT and the County hereby agree that the Developer shall have the right to install, at the Developer's sole cost and expense, traffic signals at the following intersections only upon satisfaction of signal warrant conditions and in compliance with all applicable federal, state, and County laws and regulations:

(a) the intersection of Avion Parkway with the eastern termination of Virginia Mallory Drive and the entrance to Lot 4A (as defined in **Exhibit A-1** hereto) and Lot 5A (as defined in **Exhibit A-1** hereto);

(b) the intersection of Avion Parkway with the western termination of Virginia Mallory Drive and the entrance to Parcel D-1B;

(c) the intersection of Stonecroft Boulevard with the western termination of Avion Parkway and the eastern termination of Avion Park Court;

(d) the intersection of Virginia Mallory Drive with the northern termination of Westfax Drive; and

(e) the intersection of Avion Parkway with the entrance to Lot 2.

5.5 Site Plan Waivers. For all site plans and minor site plans for the future development of the Property or any portion thereof filed pursuant to its current I-5 zoning, the County hereby agrees:

(a) to waive:

(i) those provisions under §17-201(3)(A) of the Zoning Ordinance that would otherwise require the construction of service drives adjacent and generally parallel to primary highways, the dedication of such service drives for public use as a public road, and/or the conveyance of the underlying land to the County for a service drive, in consideration of the developer having constructed Avion Parkway in lieu of service drives, and

(ii) those provisions under §17-201(4) of the Zoning Ordinance that would otherwise require the dedication and construction of a widening or realignment of Route 50, because the Route 50 Project and the Additional Westbound Lane result in the establishment of westbound lanes across the frontage of the Property, which are in excess of the current adopted Comprehensive Plan designation of three westbound lanes,

(b) that all such improvements described in Clause (a)(i) above, are unnecessary and contrary to the Proffer Determination (as defined in Section 5.9, below),

(c) that the waiver set forth in Clause (a)(ii) above shall remain in effect until such time as the Comprehensive Plan (if ever) is amended to show Route 50, along the Property's frontage, as more than an eight lane arterial highway, further dedication from and frontage improvements along the Route 50 frontage being otherwise unnecessary,

(d) that neither such waiver adversely affects any other required improvements and/or compliance with any other applicable requirements, and

(e) not to attach to any site plan or minor site plan approval, or otherwise impose on any fee simple owner of the Property, any conditions to either such waiver.

5.6 Willard Road North of Route 50. VDOT and the County hereby agree that in no event will the Developer or the fee simple owner or the developer of any real property within Avion have any obligation, responsibility, or liability whatsoever (other than that arising out of their respective negligence) with respect to the Willard Road Stub (as defined in **Exhibit A-1** hereto), including without limitation any obligation (a) to make or cause to be made any dedication of (i) any additional right-of-way, (ii) any existing right-of-way, or (iii) any portion of any existing right-of-way, (b) to vacate or cause to be vacated any right-of-way or any portion of any right-of-way, (c) to acquire or cause to be acquired any right-of-way or any portion of any right-of-way, (d) to abandon or cause to be abandoned any right-of-way or any portion of any right-of-way, or (e) to have Accepted or cause to have Accepted the street improvements within any right-of-way or any portion of any right-of-way.

5.7 Additional Dedications. The County hereby agrees to accept, on or before the Anniversary Date, the dedication for public street purposes of (a) the parcel shown as Area 1 on Exhibit G hereto (the **"Cul-de-Sac Parcel"**), which Cul-de-Sac Parcel comprises a portion of the Eastern Willard Prescription, as defined in **Exhibit A-1** hereto, and (b) the Eastern Stonecroft Prescription, as defined in **Exhibit A-1** hereto (collectively, the **"Dedication Parcels"**), which Dedication Parcels have not, as of the date hereof, been dedicated for public street purposes, which dedication shall be expressly without any representation or warranty whatsoever as to title to the Dedication Parcels or as to the ownership of the Dedication Parcels by the Developer, by the party making such dedication, or by any other party, and the County and VDOT hereby agree that, following any such dedication, neither the Developer, Associates, nor any affiliate of either shall have any obligation arising from development of the Property (a) to submit, or obtain the approval of VDOT and/or the County to, any plan for improvements to either or both of the Dedication Parcels, (b) to bond or otherwise secure the completion of any such improvements, or (c) to have the street improvements within either or both of the Dedication Parcels Accepted.

5.8 West of Stonecroft Boulevard Centerline. VDOT and the County hereby agree that in no event will the Developer have any right-of-way dedication, vacation or construction obligation or responsibility whatsoever with respect to any portion of Stonecroft Boulevard west of the centerline of that certain right of way that, immediately prior to the recordation of the Original Dedication Deed (as defined in **Exhibit A-1** hereto) among the Land Records, was known as "Willard Road" (the **"Centerline"**), which portion of Stonecroft Boulevard shall include without limitation the Western Stonecroft Dedication (as defined in **Exhibit A-1** hereto) and the Western Stonecroft Prescription (as defined in **Exhibit A-1** hereto), and which obligation, responsibility, and liability shall arise from development of the Property and include without limitation any obligation (a) to make or cause to be made any dedication of (i) any additional right-of-way, (ii) any existing right-of-way, or (iii) any portion of any existing right-of-way, (b) to vacate or cause to be vacated any right-of-way or any portion of any right-of-way, (c) to acquire or cause to be acquired any right-of-way or any portion of any right-of-way, (d) to abandon or cause to be abandoned any right-of-way or any portion of any right-of-way, or (e) to have Accepted or cause to have Accepted the street improvements within any right-of-way or any portion of any right-of-way; provided, however, that the Developer agrees to use

reasonable efforts to cooperate with the County in the resolution of any dispute arising out of the location of the Centerline.

5.9 Proffer Determination. The parties hereby acknowledge that the Property is subject to certain proffers to Fairfax County, dated December 30, 1975, from Richard J. Utz, Trustee, which proffers were made pursuant to rezoning applications number 74-2-082, 74-2-083, 74-2-084, and 74-2-085. Proffer number two states as follows: "To avoid what might be deemed undesirable commercial strip development on Route 50, we would be willing to move the Route 50 parallel access road farther in, so the commercial development would back on Route 50 and would be screened, in accordance with applicable county ordinances and a 100' setback." The Developer has applied for and the County has issued a proffer interpretation and determination of substantial compliance, which is attached as **Exhibit E-13** (the **"Proffer Determination"**). The Proffer Determination establishes an Avion Route 50 Frontage Landscape Plan, which the parties hereby agree shall guide the development of the Rt. 50 frontage of the Property, until the Property is rezoned.

5.10 Bonding.

(a) The parties hereby acknowledge that:

(i) the Developer (A) has entered into certain bonding and other agreements with the County under which the Developer is required to complete certain improvements shown on the overall site plan for Avion, known as Avion Development, Plan No. 6455-SP-01, which site plan includes Avion Parkway, Concorde Parkway, and the Eastern Stonecroft Dedication (such agreements, the **"Avion Development Agreements"**) and (B) has secured its obligations under such agreements, inter alia, with a surety bond for the benefit of the County (the **"Avion Development Bond"**), which Avion Development Agreements and which Avion Development Bond have, as of the date hereof, expired;

(ii) the Developer (A) has entered into certain bonding and other agreements with the County under which the Developer is required to complete certain improvements shown on the site plan for Lot 4A and Lot 5A, known as Avion Development Office Buildings Lots 4 & 5, Plan No. 6455-SP-20, which site plan includes the Lot 4A/5A Lane (such agreements, the **"Lots 4 & 5 Agreements"**) and (B) has secured its obligations under such agreements, inter alia, with a surety bond for the benefit of the County (the **"Lot 4 & 5 Bond"**), which Lot 4 & 5 Agreements and which Lots 4 & 5 Bond have, as of the date hereof, expired; and

(iii) the Developer (A) has entered into certain bonding and other agreements with the County under which the Developer is required to complete certain improvements shown on the plan for Virginia Mallory Drive and Westfax Drive, which Plan has been modified by the Modified Street Plans (such agreements, the **"Loop & Stub Road Agreements"**), and (B) has secured its obligations under such agreements, inter alia, with a surety bond for the benefit of the County (the **"Loop & Stub Road Bond"**), which Loop & Stub Road Agreements and which Loop & Stub Road Bond have, as of the date hereof, expired.

(b) The parties hereby agree that:

(i) If the street improvements within Avion Parkway, Concorde Parkway, and the Eastern Stonecroft Dedication have not been Accepted by the date that is one (1) year after the date of Recordation (such later date, the **"Anniversary Date"**), within thirty (30) days after the Anniversary Date, the Developer (A) shall extend the Avion Development Agreements to a date no earlier than the date that is one (1) year after the Anniversary Date, (B) shall pay, in addition to all customary fees and expenses for such extension, all fees and expenses payable for the period beginning on the current expiration of the Avion Development Agreements and ending on the date on which the Avion Development Agreements are extended, and (C) shall secure its obligations under the Avion Development Agreements with a surety bond, the amount of which shall be equal to the current or reduced amount of the Avion Development Bond.

(ii) If the street improvements within the Lot 4A/5A Lane have not been Accepted by the Anniversary Date, within thirty (30) days after the Anniversary Date, the Developer (A) shall extend the Lots 4 & 5 Agreements to a date no earlier than the date that is one (1) year after the Anniversary Date, (B) shall pay, in addition to all customary fees and expenses for such extension, all fees and expenses payable for the period beginning on the current expiration of the Lots 4 & 5 Agreements and ending on the date on which the Lots 4 & 5 Agreements are extended, and (C) shall secure its obligations under the Lots 4 & 5 Agreements with a surety bond, the amount of which shall be equal to the current or reduced amount of the Lots 4 & 5 Bond.

(iii) Within thirty (30) days after Recordation, the Developer (A) shall modify the Loop & Stub Road Agreements to incorporate the Modified Street Plans and extend such modified Loop & Stub Road Agreements to April 26, 2018, (B) shall pay, in addition to all customary fees and expenses for such extension, all fees and expenses payable for the period beginning on the current expiration of the Loop & Stub Road Agreements and ending on the date on which such modified Loop & Stub Road Agreements are extended, and (C) shall secure its obligations under such modified Loop & Stub Road Agreements with a surety bond, the amount of which shall be based on the applicable surety value estimate.

(c) Upon Acceptance prior to the Anniversary Date of the street improvements within (i) Avion Parkway, Concorde Parkway, and the Eastern Stonecroft Dedication and/or (ii) the Lot 4A/5A Lane, the Developer shall pay all customary fees and expenses payable for the period (A) beginning on the current expiration of the Avion Development Agreements and/or Lots 4 & 5 Agreements, respectively, and (B) ending on the date on which the applicable surety or bond projects are released.

(d) In no event shall the Developer be obligated (i) to extend or replace its development agreement or surety bond under the Main Agreements prior to the Anniversary Date, (ii) to extend or replace its development agreement or surety bond under the Lots 4 & 5 Agreements prior to the Anniversary Date, (iii) to construct any frontage improvements to Route 50, or to extend or replace any bonding or development agreement with respect to any improvements to Route 50.

(e) The County shall (i) issue a Letter 18 and (ii) return all surety bonds and other security for the Avion Development Agreements, the Lots 4 & 5 Agreements, and the modified Loop & Stub Road Agreements, in each case within thirty (30) days after a County determination of project completion with respect to the plan covered by the applicable agreements.

(f) The County shall return all surety bonds and other security for any improvements to Route 50 within thirty (30) days after Recordation.

6. Agreements Regarding Street Acceptance.

6.1 Abandonment of Willard Road. The parties hereby (a) acknowledge that the abandonment of that portion of Willard Road (Virginia Route 607) that lies north of the Willard Road Stub and south of that certain right of way known as Stonecroft Boulevard (such portion, **"Old Willard Road"**) was made a condition of the Acceptance of the street improvements within the Eastern Stonecroft Dedication and (b) agree that such condition is hereby deemed satisfied only with respect thereto. VDOT and the County hereby further agree that neither the abandonment, the vacation, nor any similar process, in each case with respect to Old Willard Road or any portion thereof, shall be made a condition (i) of the Acceptance of any streets improvements within Avion, including without limitation any merge lane, deceleration lane, turn lane, widening, or the like (A) that is ancillary to any of the streets within Avion or otherwise serves any land within Avion and (B) that has, as of the date hereof, been dedicated or may hereafter be dedicated or (ii) of any approval, permit, bond or the like, including any extension of any existing approval, permit, bond, or the like, in each case that may be requested from the County and/or VDOT, including without limitation any grading permit, sitework permit, building permit, or non-residential use permit, in each case with respect to any land within Avion. Within thirty (30) days following Recordation, the developer hereby agrees to reinitiate and diligently pursue the abandonment of Old Willard Road through a County Board of Supervisors public hearing on the same.

6.2 Acceptance of Constructed Streets.

(a) The parties hereby acknowledge that, as of the date hereof, (i) the Initial Street Acceptance Package, the As-Built Utility Package, and the Post-Construction Package for all Constructed Streets, other than Virginia Mallory Drive, have been submitted to and are deemed accepted and approved by VDOT and the County, and all other requirements for the Acceptance of the street improvements within the aforementioned streets have been satisfied except for the completion of all of the punch list items established and agreed to by the inspection of the street improvements within the aforementioned streets and the storm drainage lines under the aforementioned streets (collectively, the **"Original Storm Drains"**), each such punch list item being hereinafter referred to as an **"Original Punch List Item"** and all Original Punch List Items being described on and attached as Exhibits A, B-1 through B-7, and C of that certain Punch List Agreement, dated of even date herewith and entered into by the parties (the **"Punch List Agreement"**) and (ii) the Initial Street Acceptance Package, and the As-Built Utility Package for Virginia Mallory Drive have been submitted and are deemed accepted and

approved by VDOT and the County. The parties agree that when the Post-Construction Package for Virginia Mallory Drive has been submitted and deemed accepted and approved by VDOT, all requirements for the Acceptance of the street improvements within Virginia Mallory Drive will have been satisfied except for the completion of all punch list items established and agreed to by the inspection of the street improvements within Virginia Mallory Drive and the storm drainage lines under Virginia Mallory Drive (collectively, the **"Additional Storm Drains"**), each such punch list item being (hereinafter referred to as an **"Additional Punch List Item"**) and all Additional Punch List Items being described on and attached as Exhibits D and E-1 through E-3 of the Punch List Agreement. For all purposes of this Agreement, (a) **"Punch List Item"** shall mean and refer to (i) an Original Punch List Item, with respect to any Constructed Street other than Virginia Mallory Drive, or (ii) an Additional Punch List Item, with respect to Virginia Mallory Drive, and (b) **"Storm Drains"** shall collectively mean and refer to (a) the Original Storm Drains, with respect to the storm drainage lines under any Constructed Street other than Virginia Mallory Drive, and (b) the Additional Storm Drains, with respect to the storm drainage lines under Virginia Mallory Drive.

(b) VDOT and the County hereby agree that, upon the satisfactory completion of all of the Punch List Items with respect to the street improvements within any Constructed Street that are contiguous with any other street or portion thereof that has been Accepted or that is within the Route 50 Project, regardless of whether such portion of the Route 50 Project has then been completed, (i) the street improvements within such Constructed Street shall be Accepted and (ii) the County shall approve, if approvable in accordance with the Public Facilities Manual, the Developer's application(s) to reduce or, if applicable, release any bond securing the Developer's obligation to construct such Constructed Street. Notwithstanding the foregoing, neither the completion of any of the Construction Obligations nor the completion of any other improvements with respect to the Route 50 Project shall be a condition to, or delay, the Acceptance of the street improvements within any Constructed Street, Westfax Drive, the Parcel B-2C Lane, or any other street now or hereafter constructed within Avion, nor shall the completion or Acceptance of the street improvements within Westfax Drive or the completion of any other improvements with respect thereto be a condition to the Acceptance of the street improvements within Virginia Mallory Drive, notwithstanding any Punch List Item. In addition, upon satisfaction of the permit requirements, VDOT agrees to issue a tie-in permit for the connection of any Dedicated Street for which the issuance of a tie-in permit may be required.

(c) VDOT and the County hereby further agree that, notwithstanding any provision of those certain Fairfax County Street Acceptance Guidelines in effect as of the date hereof, as the same may be amended from time to time after the date hereof, and subject to Paragraph (d), below, if all Punch List Items that relate to the street improvements within any Constructed Street, including any associated Storm Drains, are completed by the Anniversary Date, no further inspection of the street improvements within such Constructed Street and such Storm Drains and no completion of additional Punch List Items with respect to the street improvements within such Constructed Street and such Storm Drains will be required for the Acceptance of the street improvements within such Constructed Street, except that the Developer agrees to repair damage to the street improvements within any Constructed Street caused by weather conditions prior to the earlier of (i) the Anniversary Date or (ii) the date on which the Developer has complied with all applicable requirements for the Acceptance of the street

improvements within such Constructed Street; further provided that if such Punch List Items are not completed within such time frame, VDOT and the County shall have the right, by giving written notice thereof to the Developer within thirty (30) days after the Anniversary Date, to reinspect such Constructed Street and to require the Developer to have the associated Storm Drains reinspected by videotape. The parties hereby agree to negotiate any punch list established by any such reinspection of any Constructed Street and associated Storm Drains in good faith.

(d) Upon the completion of the Punch List Items with respect to any Constructed Street and associated Storm Drains, the Developer shall notify VDOT and the County of such completion in writing and otherwise in accordance with the notice requirements of this Agreement, within thirty (30) days after receipt by VDOT and the County of notice, VDOT and the County shall each notify the Developer either (i) that such Punch List Items have been completed to its satisfaction or (ii) which Punch List Items have not, in its reasonable discretion, been completed to its satisfaction, stating with particularity both (A) the manner and extent to which each such punch list has not been so completed and (B) such commercially reasonable measures that it desires the Developer to take with respect to such Punch List Item. If no such notice is received from VDOT or the County, respectively, within such thirty (30) day period, such Punch List Items shall be deemed to have been completed to the satisfaction thereof. In the event of a dispute between the Developer and either VDOT or the County with respect to any Punch List Item, the time for the completion of such Punch List Item shall be extended by a period equal to the sum of (I) thirty (30) days, (II) the period required to resolve such dispute, and (III) such additional period as may be reasonably necessary for the Developer to take such measures agreed to by the parties in the resolution of such dispute.

(e) VDOT and the County hereby further agree that the installation of any utility line within any right of way with respect to any Constructed Street shall not operate to delay the Acceptance of the street improvements within such Constructed Street in accordance herewith, regardless of whether such installation is pursuant to or not pursuant to a permit issued by VDOT or the County. In the event said utility installation or other events (including without limitation weather) outside the control of Developer damage any Constructed Street, the Developer shall be entitled to a reasonable extension of time beyond the Anniversary Date, so long as the Developer has diligently pursued its obligations for Acceptance of the Constructed Streets as set forth in this Agreement. The Developer hereby represents and warrants that it has not given, and that (except as reasonably necessary to complete any Punch List Item) it will not in the future give, any utility company permission to install, within any Constructed Street, any utility line that is not included in the As-Built Utility Package applicable to such Constructed Street.

7. Miscellaneous Provisions.

7.1 Agreement to Run with the Land. The rights and obligations of the parties hereunder may not be assigned by any party without the prior written consent of all other parties hereto, which consent shall not be unreasonably delayed but may be withheld or conditioned in each such other party's sole, absolute, and subjective discretion; provided, however, that the rights and obligations of the Developer hereunder shall run with the land that comprises the Property and shall be not be personal to Petula Prolix. The rights and obligations of VDOT and

the County shall be personal thereto and shall benefit and be binding upon their respective successors and assigns under any assignment permitted hereunder. If the Property is owned by more than one person, the rights of the Developer hereunder may be exercised by any such person, and the obligations of the Developer hereunder shall be joint and several with respect to all such persons. The foregoing shall not be deemed or otherwise construed to prohibit such persons from allocating by agreement or otherwise any rights and/or obligations of the Developer hereunder among such persons, and any such agreement or allocation thereunder or otherwise shall not be binding on VDOT or the County, except to the extent provided in such agreement and unless VDOT and/or the County, as applicable, are/is a party to such agreement.

7.2 Merger; Modification and Amendment. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and all other contracts, agreements, understandings, and the like are hereby merged hereinto, including without limitation the Prior Agreement, and the parties hereby agree that this Agreement shall supersede the Prior Agreement in all respects. This Agreement may only be modified or amended by a writing executed on behalf of all parties hereto.

7.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7.4 Sovereign Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of the sovereign immunity of VDOT or the County.

7.5 Third-Party Beneficiaries. This Agreement is not intended to give or to confer any benefits, rights, privileges, claims, actions, or remedies to any other party except the Parcel E Owner, which is an intended third-party beneficiary of only those provisions hereof that require VDOT to construct or cause to be constructed the Stonecroft Lanes.

8. Schedule of Exhibits. The following exhibits are attached hereto:

Exhibit A-1	Definitions
Exhibit A-2	Eastern Stonecroft Prescription
Exhibit A-3	Eastern Willard Prescription
Exhibit A-4	Western Stonecroft Prescription
Exhibit A-5	Western Willard Prescription
Exhibit B-1	Schedule of Route 50 Plans
Exhibit B-2	Reduced Copies of Route 50 Plans
Exhibit C-1	Parcel E Plat
Exhibit C-2	Parcel E Deed
Exhibit C-3	Modified Stonecroft Lanes
Exhibit D	Demolition and Construction of Trails
Exhibit E-1	Lot 1 Dedication Deed
Exhibit E-2	Parcel B-2B Dedication Deed
Exhibit E-3	Parcel B-2C Dedication Deed
Exhibit E-4	Lot 1 Dedication Plat

Exhibit E-5	Parcel B-2B Dedication Plat
Exhibit E-6	Parcel B-2C Dedication Plat
Exhibit E-7	Lot 1 Easement Deed
Exhibit E-8	Parcel B-2B Easement Deed
Exhibit E-9	Parcel B-2C Easement Deed
Exhibit E-10	Lot 1 Easement Plat
Exhibit E-11	Parcel B-2B Easement Plat
Exhibit E-12	Parcel B-2C Easement Plat
Exhibit E-13	Proffer Determination
Exhibit F-1	Schedule of Modified Street Plans
Exhibit F-2	U-Turn Lane Plan
Exhibit F-3	Right Turn Lane Plan
Exhibit G	Cul-de-Sac Parcel

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

As to County:

Director, Department of Public Works and Environmental Services
12055 Government Center Parkway
Fairfax, Virginia 22035

With a copy to:

Fairfax County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Fax; 703.324.2665

As to the Developer:

Petula Prolix Development Company
c/o Principal Real Estate Investors
711 High Street – Department H-137
Des Moines, IA 50392-1370
Attention: Eastern CRE-Equities Team

with a copy to:

Trammell Crow Company
1055 Thomas Jefferson Street, NW
Suite 600
Washington, DC 20007
Attention: Avion Development Manager

and

Thomas W. Myers, Jr., Esquire
Law Office of Thomas W. Myers, LLC
4800 Hampden Lane
Suite 200
Bethesda, Maryland 20814

As to VDOT:
4975 Alliance Drive
Fairfax, Virginia 22030
Attn: Susan Shaw, P.E.

As to Shirley:
Shirley Construction
45240 Business Court, Suite 100
Dulles, Virginia 22079
Attn: Jeffrey S. Austin

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

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

PETULA PROLIX:

Petula Prolix Development Company, an Iowa corporation

By: Principal Real Estate Investors, LLC, a Delaware limited liability company, its authorized signatory

By: _____
Name: Dennis J. Tinker
Title: Assistant Managing Director Asset Management

By: _____
Name: Robert T. Klinkner
Title: Managing Director Asset Management

STATE OF IOWA)
) to wit:
COUNTY OF POLK)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Dennis J. Tinker and Robert T. Klinkner, who are respectively a Asst Mg Dir-Am and a Mg Dir-Am of Principal Real Estate Investors, LLC, a Delaware limited liability company, which is an authorized signatory of Petula Prolix Development Company, an Iowa corporation, whose name is signed to the foregoing instrument, have acknowledged the same before me in the aforesaid jurisdiction as duly authorized officers of Principal Real Estate Investors, LLC, on behalf of said corporation.

GIVEN under my hand and seal on this 16th day of December, 2014.

Amy S Todhunter
Notary Public

My commission expires: _____

NOTARIAL SEAL IOWA
AMY S. TODHUNTER
Commission Number 754308
My Commission Expires
August 19, 2017

[Signatures continue on the following page.]

ATTACHMENT VII

CERTIFICATE

STATE OF IOWA)
) SS.
COUNTY OF POLK)

I, Karen A. Pearston, after being duly sworn upon my oath, depose and state:

1. That I am the duly elected and currently acting Vice President and Associate General Counsel of Petula Prolix Development Company, an Iowa corporation (the "Company").

2. That the following is a true and correct copy of Resolution No. 5 which was duly adopted by the Board of Directors of the Company on April 6, 2001, and remains currently in effect on the date hereof, which authorizes the execution of documents described herein by officers of the Company and by Principal Global Investors, LLC, including Principal Real Estate Investors, LLC (collectively "Principal Global Investors") as authorized signatory for the Company, through certain of Principal Global Investors' officers or employees as named in a control plan on file with the Corporate Secretary of the Company.

RESOLVED, that:
A. Any two of the following officers of Petula Prolix Development Company ("COMPANY"): Chairman, Chief Executive Officer, President, Chief Operating Officer, any Division President, any Executive Vice President, any Senior Vice President, any Vice President, any Counsel, Treasurer, any Director – Treasury, or any Assistant Treasurer, or;
B. Principal Global Investors, LLC, or its subsidiaries including Principal Real Estate Investors, LLC ("Principal Global Investors"), as authorized signatory for COMPANY, by such officers or employees of Principal Global Investors as shall be named in a control plan which is approved by any two of the following officers of Principal Global Investors, LLC: Chief Executive Officer, Chief Compliance Officer, Chief Financial Officer, Executive Director - Fixed Income, Executive Director-Equities, or Executive Director - Real Estate and is kept on file with the Corporate Secretary of Principal Life Insurance Company and/or COMPANY; or
C. Designees of the Chief Investment Officer of COMPANY as shall be named in a control plan that is approved by the Chief Investment Officer and any other member of the Principal Life Investment Committee and is kept on file with the Corporate Secretary of Principal Life Insurance Company and/or COMPANY;
be and are hereby authorized to act on behalf of COMPANY as follows:
1. Execute, or appoint an attorney or attorneys in fact to execute, for and on behalf of COMPANY instruments affecting or in any manner relating to the purchase, servicing, subscription, holding, sale, assignment, exchange, release or transfer of, or exercise of ownership rights with respect or incidental to, notes, bonds, debentures, stock and other securities, investment contracts, foreign exchange or currency, futures, options, swaps and other derivatives now owned or which may hereafter be owned or acquired by or on behalf of COMPANY, regardless of whether such securities are registered or payable to bearer, as well as liens or security interests with respect to such securities or assets.
2. Execute, or appoint an attorney or attorneys in fact to execute, for and on behalf of COMPANY, mortgages; conveyances or leases of land, oil, gas, mineral or other property rights; easements; subordination agreements; substitution of trustees; lease agreements and service contracts or amendments thereto; assignments and releases of mortgages, trust deeds and other encumbrances; powers of attorney in connection with the foreclosure of mortgages and trust deeds; any and all other instruments affecting or in any manner relating to real estate, or any interest therein or lien thereon owned by COMPANY.
RESOLVED FURTHER, that any management or leasing company specifically granted the written authority from COMPANY in its management and/or leasing contract shall have the power on behalf of COMPANY to execute, or to appoint an attorney or attorneys in fact to execute, service contracts and lease agreements or amendments thereto for aggregate dollar amounts of less than $100,000 in connection with projects owned in whole or in part by COMPANY provided that the procurement cost for the service contract, lease or amendment does not exceed $50,000.
RESOLVED FURTHER, the Corporate Secretary, or any Assistant Secretary, is hereby authorized to certify the authority of persons and entities pursuant to this resolution.

3. That the persons listed below are duly elected and currently acting officers of or authorized employees of Principal Real Estate Investors who are authorized to execute the (i) Development Agreement, by and among the Company, the Commonwealth of Virginia, Department of Transportation, and the Board of Supervisors of Fairfax County, Virginia, (ii) Punch List Agreement by and among the Company, the Commonwealth of Virginia, Department of Transportation, and the Board of Supervisors of Fairfax County, Virginia, (iii) Deed Of Dedication And Vacation (Lot 1), by and between the Company and the Board of Supervisors of Fairfax County, Virginia, a body corporate and politic, (iv) Deed Of Dedication And Vacation (Parcel B-2B), by and between the Company and the Board of Supervisors of Fairfax County, Virginia, a body corporate and politic, (v) Deed Of Dedication And Vacation (Parcel B-2C), by and between the Company and the Board of Supervisors of Fairfax County, Virginia, a body corporate and politic, (vi) Deed of Easement (Lot 1), by and between the Company and the Commonwealth of Virginia, acting by and through its Department of Transportation, (vii) Deed of Easement (Parcel B-2B), by and between the Company and the Commonwealth of Virginia, acting by and through its Department of Transportation and (viii) Deed of Easement (Parcel B-2C), by and between the Company and the Commonwealth of Virginia, acting by and through its Department of Transportation.

Kevin Anderegg	Jeffrey A. Frey	Dana Maudlin-Frey	Mary E. Schwarze
Dennis D. Ballard	Dave Graves	Casey Miller	Dennis J. Tinker
Michael S. Benson	James J. Halliwell	Thomas R. Pospisil	Cara A. Underwood
Robin Cheek	Mark A. Hanrahan	Robert Roepsch	Stacia L. VanCleave
Jeff Clement	Emily Kell	Donisue Rupp	Rodney R. Vogel
Morgan Deal	Robert T. Klinkner	Brian Sandfort	Joseph Wanninger
Johnna Donahue	Jill Lauckner	Linda Woofter	Ben Wobschall
Jeremy Dunlavey	Alex Mather	Kristine Soliday	

4. That this Certificate is made and delivered for the benefit of appropriate parties involved with the transaction described herein

5. That the statements contained herein are true and correct, as I verily believe.

Dated at Des Moines, Iowa, this 15th day of December 2014.

Karen A. Pearston

Karen A. Pearston, Vice President and Associate General Counsel
Petula Prolix Development Company

RENEE J. NESTVEDT
Commission Number 754758
My Commission Expires
September 15, 2017

State of Iowa
County of Polk
This instrument was acknowledged before me on December 15, 2014, by Karen A. Pearston.

Renee J. Nestvedt
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

21

VDOT:

Commonwealth of Virginia, Department of Transportation

By: _____
Name:
Title: Commissioner

COMMONWEALTH OF VIRGINIA)
) to wit:
CITY OF RICHMOND)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Charles Kilpatrick, whose name is signed to the foregoing writing has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand and seal on this 23rd day of December, 2014.

Brenda P. Crouch
Notary Public

BRENDA P. CROUCH NOTARY PUBLIC REG # 7030565 MY COMMISSION EXPIRES 12/31/2017 COMMONWEALTH OF VIRGINIA

My commission expires: 12/31/2017

[Signatures continue on the following page.]

21 22

COUNTY:

Board of Supervisors of Fairfax County, Virginia

Approved as to form.

Name:
Title: Assistant County Attorney

By: Name:
Title: County Executive

COMMONWEALTH OF VIRGINIA)
) to wit:
COUNTY OF FAIRFAX)

The foregoing instrument was acknowledged before me by EDWARD L. LONG JR., County Executive, this 17TH day of DECEMBER, 2014.

Notary Public

My commission expires: JULY 31, 2016.

#2569079v1 52296/00001

Jo Ann Havach
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #178038
My Commission Expires
July 31, 2016

JoAnn Havach Bakos
was commissioned a notary public
as JoAnn Havach.

Board Agenda Item
July 28, 2015

5:00 p.m.

Public Hearing on a Proposed Amendment to the Public Facilities Manual (PFM) Regarding Sidewalk Modifications and Waivers

ISSUE:
Public hearing to consider adoption of a proposed amendment to the PFM related to sidewalk modifications and waivers. The amendment clarifies when the requirement to install a sidewalk may be modified or waived, and when an escrow is required for future construction.

PLANNING COMMISSION RECOMMENDATION:
On May 20, 2015, the Planning Commission recommended that the Board adopt the proposed amendment to the PFM as set forth in the revised report dated May 6, 2015, with staff's recommended change to strike PFM Section 8-0101.5C, dated May 18, 2015. Further, the Planning Commission recommended that the amendment become effective at 12:01 a.m. on June 24, 2015, and that the revised provision shall be applicable to any submissions on or after this date.

A copy of the revised amendment, dated May 18, 2015, is included as Attachment A.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed amendment as recommended by the Planning Commission.

The proposed amendment has been prepared by the Department of Public Works and Environmental Services (DPWES) and coordinated with the Office of the County Attorney. The proposed PFM amendment has also been recommended for approval by the Engineering Standards Review Committee.

TIMING:
Board action is requested on July 28, 2015. On April 28, 2015, the Board authorized the advertising of public hearings. The Planning Commission held a public hearing on May 20, 2015. The proposed amendment will become effective at 12:01 a.m. on the day following adoption.

Board Agenda Item
July 28, 2015

BACKGROUND:
The County requires installation of sidewalks within new development as part of its review of subdivision and site plans. The requirements for installation of sidewalks are provided in Section 17-201 of the Zoning Ordinance, Section 101 Article 2-2 of the Subdivision Ordinance and Section 8-0101 of the PFM. The PFM provisions were last modified in 2005, with follow-up editorial amendments in 2007, to incorporate the recommendations outlined in the Infill and Residential Development Study related to providing more sidewalks in and abutting subdivisions to connect pedestrians to community facilities, such as libraries, parks, and neighborhood retail shops.

Under the current PFM, a modification or waiver of the requirement to construct a sidewalk may be permitted by the Director when full compliance would result in undue hardship pursuant to PFM § 8-0101.6. There are times, however, when construction of a new sidewalk segment may be unreasonable or it may be out of character with the existing neighborhood and for that reason the community may not want the sidewalk. In these cases, the current standard for obtaining a modification or waiver of sidewalk construction does not allow sufficient flexibility to eliminate the sidewalk requirement.

At the meeting of the Board of Supervisors on April 30, 2013, the Board directed staff to review the PFM to determine whether the sidewalk waiver provisions are too restrictive, and if so, for staff to bring the issue to the Development Process Review Committee for discussion.

At the October 22, 2013, Development Process Review Committee meeting, staff presented background information on the PFM's sidewalk and waiver provisions. In addition, key issues resulting from application of the current sidewalk waiver provision, as set forth in PFM § 8-0101.6, were identified for the Board's consideration:

- Sidewalk construction may be unreasonable due to technical reasons, such as physical and topographic constraints.
- Sidewalks that don't connect to anything.
- New sidewalk segment may be out of character with the community, and for that reason the existing community may not want the sidewalk.
- Sidewalk installation in older developments that were originally developed without sidewalks.
- Future build-out of sidewalk segments may take a long time.
- Funding not available to support future construction.
- Developer's escrows for future completion of the sidewalk are rarely used.

Application of the PFM can place a burden on developers to install sidewalks that are unwarranted. The proposed amendment adds flexibility to the PFM by clarifying when sidewalk installation may be modified or waived by the DPWES Director and when the developer must escrow funds for future completion of required sidewalks.

Board Agenda Item
July 28, 2015

At the meeting of the Board of Supervisors on April 28, 2015, the Board directed staff to revise the proposed amendment, as presented in the April 28, 2015, Agenda and Board Package, to include a requirement that DPWES, when evaluating such waiver requests, consult with the District Supervisor for the magisterial district in which the required sidewalk is located.

PROPOSED AMENDMENTS:
The proposed amendment is a process amendment that revises the PFM's sidewalk waiver provisions as follows:

- Revises PFM § 8-0101.5 to codify instances when the developer will be relieved of the requirement to construct a sidewalk such as when a sidewalk meeting the PFM provisions exists and when a trail is constructed in lieu of a sidewalk.

- Revises PFM § 8-0101.6 to replace the reference to "undue hardship" with a list of criteria that may be considered by the Director of DPWES, and stipulates that the Director consult the Board member for the magisterial district in which the required sidewalk is located, when evaluating a modification or waiver request.

- Adds PFM §8-0101.6A and B related to waiver conditions, including clarifying that an escrow is only required when construction of the sidewalk will be deferred or otherwise provided in the future. No escrow will be required in instances when construction of the sidewalk is fully waived by the Director.

REGULATORY IMPACT:
If adopted by the Board, the proposed amendment would streamline the land development process by:

- Codifying instances when the developer will be relieved or exempted from the requirement to construct a sidewalk, which will streamline the land development process by eliminating the need for developers to submit a formal waiver request and associated fee in accordance with PFM § 8-0101.5.

- Replacing the reference to "undue hardship" with a list of criteria that may be considered by the Director when evaluating a proposed modification or waiver will add clarity and thus predictability to the land development process. In addition, the proposed text incorporates flexibility into the process by allowing the Director of DPWES, following consultation with the relevant Board member, to grant modifications and waivers in accordance with the criteria listed in PFM § 8-0101.6.

- Clarifying the escrow requirement refines the County's process for collecting escrows. Under the proposed amendment, a developer's responsibility to escrow funds is limited to instances when the sidewalk will be provided in the future in accordance to PFM § 8-0101.6B.

FISCAL IMPACT:
The proposed amendment has no anticipated significant fiscal impact on industry or on County staff or budget.

ENCLOSED DOCUMENTS:
Attachment A - Revised Amendment dated May 18, 2015
Attachment B - Revised Staff Report dated May 6, 2015
Attachment C - Planning Commission Verbatim Excerpt

STAFF:
James W. Patteson, Director, DPWES
William D. Hicks, Director, Land Development Services, DPWES
Paul Shirey, Director, Code Development and Compliance, DPWES

Proposed Amendment to the

Public Facilities Manual

Amend the Public Facilities Manual, by revising Sections 8-0101.5 and 8-0101.6, to read as follows:

~~8-0101.5 Sidewalks may be omitted on one side of the street where that side clearly cannot be developed and where there are no existing or anticipated uses that would generate pedestrian trips on that side of the street.~~

§ 8-0101.5 Upon proper justification provided on the plan, a developer will be relieved of the requirement to construct a sidewalk pursuant to § 8-0101.1 under the following conditions unless the construction of such sidewalk is otherwise necessary based on county or federal requirements:

a. A sidewalk meeting current PFM standards and specifications exists at the time of plan submission, or
b. When it can be demonstrated on the plan that construction of a trail in lieu of the sidewalk shall meet the requirements of PFM § 8-0200~~, or~~
~~c. The sidewalk construction is planned and funded with the current Capital Improvement Plan, as adopted by the County.~~

In such cases of relief, the developer is relinquished from providing an escrow but not the easement or right-of-way necessary for any future construction of same sidewalk pursuant to § 7-0105.

~~8-0101.6 Subject to approval by the Director, a modification or waiver of the required sidewalk construction may be permitted when full compliance would result in undue hardship. A deposit for future completion of the sidewalk shall be provided by the developer based on the current unit price schedule.~~

§ 8-0101.6 The Director, following consultation with the Board of Supervisors member for the relevant magisterial district, may approve a modification or waiver of sidewalk construction required under § 8-0101.1 where strict application of the requirement would be unreasonable or would otherwise cause a technical hardship. "Technical hardship" as applied in this section shall relate to technical implementation issues rather than financial hardship as may be experienced by the developer. In considering a modification or waiver request, the Director may consider factors such as, but not limited to the following:

a. Existing conditions, such as right-of-way constraints, significant topographic challenges, environmental designations such as RPA, and impacts upon registered historical properties, for example;
b. Interim conditions and phasing of project construction;
c. Street conditions such as the availability of parking, traffic volume and speed limit;
d. Compatibility of pedestrian connections to adjacent and neighboring uses;
e. Connectivity and distance to a school, community facility (e.g. library, recreation center, park), neighborhood retail, and transit stops and stations; and
f. Other situations where the Director determines that the developer has justified good cause to support a modification or waiver.

§ 8-0101.6A The Director may impose conditions to any modification or waiver in order to assure that the results will be in accordance with the purpose and intent of § 8-0100.

§ 8-0101.6B Any developer seeking a modification or waiver to delay sidewalk construction shall provide an escrow for future construction based on the current unit price schedule.

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

- [ ] PROPOSED COUNTY CODE AMENDMENT
- [√] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Proposed Amendment to the Public Facilities Manual (PFM) Regarding Sidewalk Modifications and Waivers

Authorization to Advertise	April 28, 2015
Planning Commission Hearing	May 20, 2015
Board of Supervisors Hearing	June 23, 2015, 4:00 p.m.
Prepared by:	Jan Leavitt, John Matusik SCRD, LDS, DPWES (703) 324-1733/8449 April 28, 2015, Rev May 6, 2015

STAFF REPORT

A. ISSUE:

A proposed amendment to the Chapter 8 (Sidewalks, Trails and Recreation) of the Public Facilities Manual (PFM) related to sidewalk modifications and waivers. The amendment clarifies when the requirement to install a sidewalk may be modified or waived, and when an escrow is required for future construction.

B. RECOMMENDED ACTION:

Staff recommends that the Board of Supervisors (Board) adopt the proposed amendment to Chapter 8 (Sidewalks, Trails and Recreation) of the PFM.

C. TIMING:

Board of Supervisors Authorization to Advertise – April 28, 2015

Planning Commission Public Hearing – May 20, 2015

Board of Supervisors Public Hearing – June 23, 2015 at 4:00 p.m.
The proposed amendment will become effective at 12:01 a.m. on the day following adoption.

D. SOURCE:

The Department of Public Works and Environmental Services (DPWES).

E. COORDINATION:

The proposed amendments have been prepared by DPWES and coordinated with the Office of the County Attorney. The proposed amendment has been recommended for approval by the Engineering Standards Review Committee.

F. BACKGROUND:

The County requires installation of sidewalks within new development as part of its review of subdivision and site plans. The requirements for installation of sidewalks are provided in Section 17-201 of the Zoning Ordinance, Section 101 Article 2-2 of the Subdivision Ordinance and Section 8-0101 of the PFM. The PFM provisions were last modified in 2005, with follow-up editorial amendments in 2007, to incorporate the recommendations outlined in the Infill and Residential Development Study related to providing more sidewalks in and abutting subdivisions to connect

pedestrians to community facilities, such as libraries, parks, and neighborhood retail shops.

Under the current PFM, a modification or waiver of the requirement to construct a sidewalk may be permitted by the Director when full compliance would result in undue hardship pursuant to PFM § 8-0101.6. There are times, however, when construction of a new sidewalk segment may be out of character with the existing neighborhood and for that reason the community may not want the sidewalk. In these cases, the current standard for obtaining a modification or waiver of sidewalk construction does not allow sufficient flexibility to eliminate the sidewalk requirement.

At the meeting of the Board of Supervisors on April 30, 2013, the Board directed staff to review the PFM to determine whether the sidewalk waiver provisions are too restrictive, and if so, for staff to bring the issue to the Development Process Review Committee for discussion.

At the October 22, 2013, Development Process Review Committee meeting, staff presented background information on the PFM's sidewalk and waiver provisions. In addition, key issues resulting from application of the current sidewalk waiver provision, as set forth in PFM § 8-0101.6, were identified for the Board's consideration:

- Sidewalk construction may be unreasonable due to technical reasons, such as physical and topographic constraints.
- Sidewalks that don't connect to anything.
- New sidewalk segment may be out of character with the community, and for that reason the existing community may not want the sidewalk.
- Sidewalk installation in older developments that were originally developed without sidewalks.
- Future build-out of sidewalk segments may take a long time.
- Funding not available to support future construction.
- Developer's escrows for future completion of the sidewalks are rarely used.

Application of the PFM can place a burden on developers to install sidewalks that are unwarranted by the community. The proposed amendment adds flexibility to the PFM by clarifying when sidewalk installation may be modified or waived by the DPWES Director and when the developer must escrow funds for future completion of required sidewalks.

At the meeting of the Board of Supervisors on April 28, 2015, the Board directed staff to revise the proposed amendment, as presented in the April 28, 2015, Agenda and Board Package, to include a requirement that DPWES, when evaluating such waiver requests, consult with the District Supervisor for the area in which the required sidewalk is located.

G. PROPOSED AMENDMENTS:

The proposed amendment revises the PFM's sidewalk waiver provisions as follows:

- Revises PFM § 8-0101.5 to codify instances when the developer will be relieved of the requirement to construct a sidewalk. Under the proposed amendment, a developer is exempt when a sidewalk meeting the PFM provisions exists, when a trail is constructed in lieu of a sidewalk, and when the sidewalk is planned and funded with the Capital Improvement Plan.

- Revises PFM § 8-0101.6 to replace the reference to "undue hardship" with a list of criteria that may be considered by the Director of DPWES, and stipulates that the Director consult the Board member for the magisterial district in which the required sidewalk is located, when evaluating a modification or waiver request.

- Adds PFM §8-0101.6A and B related to waiver conditions, including clarifying that an escrow is only required when construction of the sidewalk will be deferred or otherwise provided in the future. No escrow will be required in instances when construction of the sidewalk is fully waived by the Director.

H. REGULATORY IMPACT:

If adopted by the Board, the proposed amendment would streamline the land development process by:

- Codifying instances when the developer will be relieved or exempted from the requirement to construct a sidewalk, which will streamline the land development process by eliminating the need for developers to submit a formal waiver request and associated fee in accordance with PFM § 8-0101.5.

- Replacing the reference to "undue hardship" with a list of criteria that may be considered by the Director when evaluating a proposed modification or waiver will add clarity and thus predictability to the land development process. In addition, the proposed text incorporates flexibility into the process by allowing the Director of DPWES, following consultation with the relevant Board member, to grant modifications and waivers in accordance with the criteria listed in PFM § 8-0101.6.

- Clarifying the escrow requirement refines the County's process for collecting escrows. Under the proposed amendment, a developer's responsibility to escrow funds is limited to instances when the sidewalk will be provided in the future in accordance to PFM § 8-0101.6B.

I. FISCAL IMPACT:

The proposed amendment has no anticipated significant fiscal impact on industry or on County staff or budget.

J. ATTACHMENTS:

Attachment A - Proposed Revised Amendment to Chapter 8 (Sidewalks, Trails & Recreation) of the PFM, dated Revised April 28, 2015

Proposed Amendment to the

Public Facilities Manual

Amend the Public Facilities Manual, by revising Sections 8-0101.5 and 8-0101.6, to read as follows:

~~8-0101.5 Sidewalks may be omitted on one side of the street where that side clearly cannot be developed and where there are no existing or anticipated uses that would generate pedestrian trips on that side of the street.~~

§ 8-0101.5 Upon proper justification provided on the plan, a developer will be relieved of the requirement to construct a sidewalk pursuant to § 8-0101.1 under the following conditions unless the construction of such sidewalk is otherwise necessary based on county or federal requirements:

a. A sidewalk meeting current PFM standards and specifications exists at the time of plan submission, or
b. When it can be demonstrated on the plan that construction of a trail in lieu of the sidewalk shall meet the requirements of PFM § 8-0200, or
c. The sidewalk construction is planned and funded with the current Capital Improvement Plan, as adopted by the County.

In such cases of relief, the developer is relinquished from providing an escrow but not the easement or right-of-way necessary for any future construction of same sidewalk pursuant to § 7-0105.

~~8-0101.6 Subject to approval by the Director, a modification or waiver of the required sidewalk construction may be permitted when full compliance would result in undue hardship. A deposit for future completion of the sidewalk shall be provided by the developer based on the current unit price schedule.~~

§ 8-0101.6 The Director, following consultation with the Board of Supervisors member for the relevant magisterial district, may approve a modification or waiver of sidewalk construction required under § 8-0101.1 where strict application of the requirement would be unreasonable or would otherwise cause a technical hardship. "Technical hardship" as applied in this section shall relate to technical implementation issues rather than financial hardship as may be experienced by the developer. In considering a modification or waiver request, the Director may consider factors such as, but not limited to the following:

a. Existing conditions, such as right-of-way constraints, significant topographic challenges, environmental designations such as RPA, and impacts upon registered historical properties, for example;
b. Interim conditions and phasing of project construction;
c. Street conditions such as the availability of parking, traffic volume and speed limit;
d. Compatibility of pedestrian connections to adjacent and neighboring uses;
e. Connectivity and distance to a school, community facility (e.g. library, recreation center, park), neighborhood retail, and transit stops and stations; and
f. Other situations where the Director determines that the developer has justified good cause to support a modification or waiver.

§ 8-0101.6A The Director may impose conditions to any modification or waiver in order to assure that the results will be in accordance with the purpose and intent of § 8-0100.

§ 8-0101.6B Any developer seeking a modification or waiver to delay sidewalk construction shall provide an escrow for future construction based on the current unit price schedule.

Planning Commission Meeting
May 20, 2015
Verbatim Excerpt

PFM AMENDMENT (SIDEWALK WAIVER PROVISIONS)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you, Mr. Chairman. I want to thank members of the Commission and I want to thank Mr. Matusik, Ms. Leavitt, and Mr. Wells for responding to the questions. I think what this does is, indeed, clarify something that is long overdue in terms of helping people understand what the rights are and what we can and cannot do. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD ADOPT THE PROPOSED AMENDMENT TO THE PUBLIC FACILITIES MANUAL REGARDING SIDEWALK MODIFICATIONS AND WAIVERS, AS SET FORTH IN STAFF'S REVISED REPORT DATED MAY 6TH, 2015, WITH STAFF'S RECOMMENDED CHANGE TO PFM SECTION 8-0101.5C DATED MAY 18TH, 2015. I-

Commissioner Litzenberger: Second.

Commissioner Hedetniemi: I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD THAT THE PROPOSED AMENDMENT BECOMES EFFECTIVE AT 12:01 A.M. ON JUNE 24TH, 2015 and the revised – AND THAT THE REVISED PROVISION SHALL BE APPLICABLE TO ANY SUBMISSIONS ON OR AFTER THIS DATE.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion? Ms. Hurley.

Commissioner Hurley: I still don't understand. Is that sub-paragraph C in your motion? Or is – it is in the motion to include paragraph C?

Commissioner Hedetniemi: Yes.

Chairman Murphy: Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt the proposed Amendment to the Public Facilities Manual dealing with sidewalk modification and waivers, as articulated – yes.

Jan Leavitt, Site Code Research and Development Branch, Land Development Services: May I ask a – clarification statement. The proposed Amendment in the motion referenced a May 6th staff report and a revised Amendment dated May 18th. That revised Amendment was distributed to the Commission. It does not include C. It strikes C.

Commissioner Hurley: That's my question. Are you striking C or leaving in C?

Commissioner de la Fe: We're being told it's being-

Ms. Leavitt: So the motion-

Commissioner Hedetniemi: If Ms. Leavitt is correct, then that's-

Ms. Leavitt: Yes, the motion you read was correct. It's the comment that you made I wanted to clarify. That – that distribution of the revised Amendment on that date-

Commissioner Hedetniemi: Strikes C.

Ms. Leavitt: -strikes C. Thank you.

Commissioner Hedetniemi: Yes. Thank you.

Commissioner Hurley: So you want to strike C?

Commissioner Hedetniemi: It is strike. It is struck.

Chairman Murphy: Yes.

Commissioner Hurley: On that basis, I will oppose the motion if it does not include C.

Chairman Murphy: All right. All those in favor of the motion, as articulated by Ms. Hedetniemi – motions, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hurley votes no. Thank you so much.

//

(The motion carried by a vote of 9-1. Commissioner Hurley voted in opposition. Commissioners Lawrence and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
July 28, 2015

5:30 p.m.

Public Hearing on Proposed Revisions to Sections 3-2-26, 3-3-27 and 3-7-25 of the Code of Fairfax County

ISSUE:
Public Hearing to consider Board of Supervisors' approval of amendments to Sections 3-2-26, 3-3-27 and 3-7-25 of the Fairfax County Code (Code). These amendments are required to modify the methodology for determining the annual employer (i.e., County) contribution rates for the Employees', Police Officers, and Uniformed Retirement Systems.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve these amendments to Sections 3-2-26, 3-3-27 and 3-7-25 of the Code for the purpose of modifying the methodology for determining the annual employer contribution rates for the Employees', Police Officers, and Uniformed Retirement Systems.

TIMING:
Board action is requested on July 28, 2015. Public Hearing was authorized for advertisement on June 23, 2015.

BACKGROUND:
Fairfax County has always funded its three retirement systems -- namely the Employees', Police Officers and Uniformed Retirement Systems, in a disciplined and fiscally-responsible manner. In March of 2002, the Board approved changes to the funding policies for the three systems that were geared to reduce the volatility of the County's required annual contributions to the three systems. At the time that these changes were made, all three systems were at or near a funded ratio of 100%, a point at which retirement plans tend to exhibit increased volatility in their annual actuarial calculations. The changes made in 2002, referred to as the "Corridor Method," did serve to reduce the volatility of the County's annual contributions.

However, since that time a major financial market downturn occurred in 2008 that significantly reduced the funded status of all three systems. The chart below summarizes the current liabilities and funded status of the County's three retirement systems:

($ millions)	**Employees'**	**Police Officers**	**Uniformed**
Liability	$4,800.7	$1,441.5	$1,793.8
Market Assets	$3,766.1	$1,260.8	$1,516.7
Unfunded	$1,034.6	$180.7	$277.1
Funded Ratio	78.4%	87.5%	84.6%

Also, effective with the FY 2015 Comprehensive Annual Financial Report (CAFR), the County must comply with Government Accounting Standards Board (GASB) Statement 68, which requires that the total amount of any unfunded liabilities in the County's retirement systems be recorded in full and not spread over multiple years as prior accounting standards allowed. The total unfunded liabilities of the County's three retirement systems, plus the liabilities of the Educational Employees Supplemental Retirement System (ERFC) and the County's share of the liabilities of the Virginia Retirement System (VRS), will significantly reduce the County's net asset position.

In addition, in order to maintain the systems' actuarial assumed earnings rate of 7.5 percent, the external auditor must, per GASB, perform what is called an asset depletion test. If adequate contributions are not maintained, it is possible that the systems would be required to lower this assumed earnings rate, which would in turn necessitate higher contributions from the County.

Finally, because the rating agencies give considerable weight to these unfunded liabilities when determining public entities' bond ratings, staff is recommending changes to the "Corridor Method" to ensure that the County's three systems are funded in a manner that reasonably assures that the systems are on a path to full funding.

As part of the FY 2016 Adopted Budget, the employer contribution rates were increased by adjusting the target amortization level of the unfunded liability from 93 percent to 95 percent. Building upon this, the intent of the recommended Code changes are as follows:

- Increases in the employer contribution rates will continue so that the County will amortize 100 percent of the unfunded liability by FY 2020 at the latest, fully funding the Annual Required Contribution for all systems. The County will continue to use a conservative 15 year amortization period.
- Until each system reaches 100 percent funded status, employer contributions to that system will not be reduced. Various factors, such as the future trend of the County's investment returns exceeding the assumed rate of 7.5 percent, could allow employer contribution rates to be reduced from current levels. However, the County is committed to maintaining the rates and redirecting any potential savings into further improvement in the systems' funded positions.
- Any additional unfunded liability created as a result of approved benefit enhancements, such as ad hoc COLAs, will be fully funded when implemented. It is the intent that no adjustments to benefit levels will reduce the funded status of any of the systems.

FISCAL IMPACT:
The County contribution rates for the Employees', Police Officers, and Uniformed Retirement Systems included in the FY 2016 Adopted Budget were developed in accordance with the new funding strategy detailed above.

Board Agenda Item
July 28, 2015

ENCLOSED DOCUMENTS:
Attachment 1: Amendments to Sections 3-2-26, 3-3-27 and 3-7-25 of the Fairfax County Code

STAFF:
Joseph Mondoro, Acting Chief Financial Officer
Jeffrey Weiler, Executive Director to the Retirement Boards
Benjamin R. Jacewicz, Assistant County Attorney

AN ORDINANCE TO AMEND AND REENACT SECTIONS 3-2-26, 3-3-27 and 3-7-25 OF THE CODE OF THE COUNTY OF FAIRFAX.

BE IT ORDAINED that:

1. Section 3-2-26 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-2-26. - Employer contributions.

(a) Each employer shall contribute at an annual rate to be fixed by the Board of Supervisors.

(b) The aggregate present value of future employer contributions payable into the retirement allowance account shall be sufficient when combined with the amount then held in the members' contribution account and the retirement allowance account together with the present value of future employee contributions, to provide the estimated prospective benefits payable. The annual employer contribution rate shall be fixed as equal to the employer normal cost plus an expense rate, as long as the System's funding ratio (actuarial value of assets divided by actuarial accrued liability) remains within a corridor, the lower measurement of which is ~~90%~~described below and the upper measurement of which is 120%. The employer normal cost and actuarial accrued liability are to be measured using the ~~aggregate accrual modification of the~~ entry age normal funding method.

To the extent that the System's funding ratio exceeds 120%, a credit shall be established equal to the amount of assets in excess of 120% of the actuarial accrued liability. To the extent that the System's funding ratio is lower than ~~90%~~the lower measurement of the corridor, a charge shall be established equal to the difference between ~~90%~~that lower measurement ~~of~~ plus the actuarial accrued liability and the assets. The employer contribution shall be adjusted by a 15 year amortization of this credit or charge, to be paid until the funding ratio re-enters the corridor at which time it will cease.

Effective with the fiscal year 2016 County contribution rate, the lower measurement of the corridor will be established at 95%. The 95% threshold will be increased until it reaches 100%, no later than by the year 2020. Once the lower measurement of the corridor reaches 100%, the 15 year amortization described above shall be over a fixed 15 years with additional 15 year amortization layers created annually. Once the System's funding ratio reaches 100%, such amortizations shall cease.

In the event of an ordinance change that affects benefits, the employer contribution rate shall be changed effective with the July 1 coincident with or next following the date of adoption of the ordinance change. The employer normal cost component shall be adjusted to the level required by the ordinance change and there will an additional component to the employer cost equal to ~~a 15 year amortization of~~ the increase in actuarial accrued liability. Any additional actuarial accrued liability which does not reduce the funding level below 120% shall be excluded from this component. (20-81-3; 27-90-3; 16-02-3)

2. Section 3-3-27 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-3-27. - Employer contributions.

(a) Each employer shall contribute at an annual rate to be fixed by the Board of Supervisors.

(b) The aggregate present value of future employer contributions payable into the retirement allowance account shall be sufficient, when combined with the amount then held in the members' contribution account and the retirement allowance account together with the present value of future employee contributions, to provide the estimated prospective benefits payable. The annual employer contribution rate shall be fixed as equal to the employer normal cost plus an expense rate, as long as the System's funding ratio (actuarial value of assets divided by actuarial accrued liability) remains within a corridor, the lower measurement of which is ~~90%~~described below and the upper measurement of which is 120%. The employer normal cost and actuarial accrued liability are to be measured using the ~~aggregate accrual modification of the~~ entry age normal funding method.

To the extent that the System's funding ratio exceeds 120%, a credit shall be established equal to the amount of assets in excess of 120% of the actuarial accrued liability. To the extent that the System's funding ratio is lower than ~~90%~~the lower measurement of the corridor, a charge shall be established equal to the difference between ~~90%~~that lower measurement ~~of~~ plus the actuarial accrued liability and the assets. The employer contribution shall be adjusted by a 15 year amortization of this credit or charge, to be paid until the funding ratio re-enters the corridor at which time it will cease.

Effective with the fiscal year 2016 County contribution rate, the lower measurement of the corridor will be established at 95%. The 95% threshold will be increased until it reaches 100%, no later than by the year 2020. Once the lower measurement of the corridor reaches 100%, the 15 year amortization described above shall be over a fixed 15 years with additional 15 year amortization layers created annually. Once the System's funding ratio reaches 100%, such amortizations shall cease.

In the event of an ordinance change that affects benefits, the employer contribution rate shall be changed effective with the July 1 coincident with or next following the date of adoption of the ordinance change. The employer normal cost component shall be adjusted to the level required by the ordinance change and there will an additional component to the employer cost equal to ~~a 15 year amortization of~~ the increase in actuarial accrued liability. Any additional actuarial accrued liability which does not reduce the funding level below 120% shall be excluded from this component. (1961 Code, § 9-97; 11-74-9; 23-85-3; 28-89-3; 48-96-3; 10-01-3; 16-02-3)

3. Section 3-7-25 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-7-25. - Employer contributions.

The aggregate present value of future employer contributions payable into the retirement allowance account shall be sufficient, when combined with the amount then held in the members' contribution account and the retirement allowance account together with the present value of future employee contributions, to provide the estimated prospective benefits payable. The annual employer contribution rate shall be fixed as equal to the employer normal cost plus an expense rate, as long as the System's funding ratio (actuarial value of assets divided by actuarial accrued liability) remains within a corridor, the lower measurement of which is ~~90%~~described below and the upper measurement of which is 120%. The

employer normal cost and actuarial accrued liability are to be measured using ~~the aggregate accrual modification of~~ the entry age normal funding method.

To the extent that the System's funding ratio exceeds 120%, a credit shall be established equal to the amount of assets in excess of 120% of the actuarial accrued liability. To the extent that the System's funding ratio is lower than ~~90%~~the lower measurement of the corridor, a charge shall be established equal to the difference between ~~90%~~that lower measurement ~~of~~ plus the actuarial accrued liability and the assets. The employer contribution shall be adjusted by a 15-year amortization of this credit or charge, to be paid until the funding ratio re-enters the corridor at which time it will cease; provided, however, the Board of Supervisors shall contribute to the fund an amount at least equal to the amount contributed by the members.

Effective with the fiscal year 2016 County contribution rate, the lower measurement of the corridor will be established at 95%. The 95% threshold will be increased until it reaches 100%, no later than by the year 2020. Once the lower measurement of the corridor reaches 100%, the 15 year amortization described above shall be over a fixed 15 years with additional 15 year amortization layers created annually. Once the System's funding ratio reaches 100%, such amortizations shall cease.

In the event of an ordinance change that affects benefits, the employer contribution rate shall be changed effective with the July 1 coincident with or next following the date of adoption of the ordinance change. The employer normal cost component shall be adjusted to the level required by the ordinance change and there will an additional component to the employer cost equal to ~~a 15-year amortization of~~ the increase in actuarial accrued liability. Any additional actuarial accrued liability which does not reduce the funding level below 120% shall be excluded from this component. (20-81-3; 16-02-3)

All contributions made to the System are made for the exclusive benefit of the members and their beneficiaries, and such contributions shall not be used for, nor diverted to, purposes other than for the exclusive benefit of the members. Notwithstanding the foregoing, to the extent that such refunds do not, in themselves, deprive the System of its qualified status, refunds of contributions shall be made to the employer under the following circumstances:

(a) If the plan is determined not to initially satisfy qualification requirements of Section 401(a) of the Internal Revenue Code and the Employer declines to amend the system to satisfy such qualification requirements, contributions made prior to the determination that the System has failed to qualify shall be returned to the Employer;

(b) To the extent that a federal income tax deduction is disallowed in whole or in part for any employer contribution; and

(c) If a contribution is made in whole or in part by reason of a mistake of fact, the employer contribution attributable to the mistake of fact shall be returned to the employer.

4. The effective date of this Ordinance is August 1, 2015. The Ordinance is prospective and is not retroactive in application.

Board Agenda Item
July 28, 2015

6:00 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern