

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**AGENDA**

- |       |  |
|-------|--|
| 8:30  | Reception for Hispanic Heritage Month, Lambert Conference Center, Room 8   |
| 9:00  | Presentations  |
| 10:30 | Public Hearing on the County and Schools' FY 2016 Carryover Review to Amend the Appropriation Level in the FY 2017 Revised Budget Plan |
| 10:50 | Board Appointments   |
| 10:50 | Items Presented by the County Executive  |

**ADMINISTRATIVE  
ITEMS**

- |   |  |
|---|--|
| 1 | Endorsement of a Resolution for Thomas Avenue to be Considered for Cut-Through Measures as Part of the Residential Traffic Administration Program (Dranesville District)   |
| 2 | Approval of Traffic Calming Measures and “Watch for Children” Signs as Part of the Residential Traffic Administration Program (Mason, Dranesville, Providence and Mount Vernon Districts)                          |
| 3 | Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Fair Ridge Drive (Sully District)   |
| 4 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Culmore Residential Permit Parking District, District 9 (Mason District)   |
| 5 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Springdale Residential Permit Parking District, District 33 (Mason District)   |
| 6 | Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Washington Drive, Tyler Street, Payne Street, Church Street and Courtland Drive (Mason District)                    |
| 7 | Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Virginia Department of Criminal Justice Services to Support Underserved Victim Populations in Fairfax County |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**ADMINISTRATIVE  
ITEMS  
(Continued)**

- |    |   |
|----|---|
| 8  | Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Department of Health and Human Services for Supplemental Funding Associated with the Head Start, Early Head Start and Early Head Start Child Care Partnership and Expansion Grants |
| 9  | Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Birch Street Sidewalk Improvements (Dranesville District)   |
| 10 | Streets into the Secondary System (Dranesville, Mason, Mount Vernon, and Providence Districts)  |
| 11 | Authorization to Advertise a Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Hunter Mill District)   |
| 12 | 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)   |
| 13 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the McLean Ridge Temporary Residential Permit Parking District, District T5 (Providence District)  |
| 14 | Authorization to Advertise a Public Hearing to Expand the Twinbrook Community Parking District (Braddock District)  |
| 15 | Supplemental Appropriation Resolution AS 17075 for the Department of Family Services to Accept Grant Funding from the Virginia Department of Criminal Justice Services for the Sexual Assault and Domestic Violence Grant Program   |
| 16 | Extension of Review Period for 2232 Application (Lee District)  |
| 17 | Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 87-L-012-02, R. Joun Enterprise LLC (Springfield BP) (Lee District)  |
| 18 | Approval of a Portion of a Street Name Change from Roseland Drive to Roseland Ridge Road (Springfield District)   |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**ADMINISTRATIVE  
ITEMS  
(Continued)**

- 19                      Designation of Plans Examiner Status under the Expedited Land Development Review Program
- 20                      Approval of a Supplemental Appropriation Resolution AS 17074 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

**ACTION ITEMS**

- 1                      Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force and Modification of the 2015 Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force
- 2                      Approval of the FY 2017 and FY 2018 Community Services Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services
- 3                      Approval of a Resolution Endorsing Projects Being Submitted for State Funding through the Commonwealth Transportation Board's FY2018-FY2023 Smart Scale and FY2018 Revenue Sharing Programs
- 4                      Approval to Abandon Segments of Beulah Street (Route 613) and Woodlawn Road (Route 618) and Accept Jeff Todd Way into the State System of Highways (Mount Vernon District)
- 5                      Approval of the Project Agreement Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2017 Funding for I-95 Transit and Transportation Demand Management Plan Operating Assistance
- 6                      Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2017 Transit Assistance Grant Funds

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**ACTION ITEMS  
(Continued)**

- 7 Approval of Memorandum of Understanding Between George Mason University, Fairfax County and the Fairfax-Falls Church Community Services Board Establishing Collaboration with the Entity's Law Enforcement at the Merrifield Crisis Response Center for People Experiencing a Psychological Crisis
- 8 Approval of the Urban Forest Management Division (UFMD) Proposal to Utilize the Tree Preservation and Planting Fund
- 9 Authorization for the County Executive to Execute a Memorandum of Understanding Between Fairfax County and the Virginia Department of Emergency Management
- 10 Authorization to Enter into License Agreements with Certain Private Property Owners to Expand Capital Bikeshare into the Reston and Tysons Areas of Fairfax County (Hunter Mill and Providence Districts)
- 11 Authorization of Funding Agreement with Tysons Partnership, Inc. (Providence District)
- 12 Presentation of the Delinquent Tax List for Tax Year 2015 (FY 2016)
- 13 Approval of Project Agreement Between the Virginia Department of Rail and Public Transportation and Fairfax County for Funding for Fiscal Year 2017 Transportation Demand Management and Rideshare Operating Assistance
- 14 Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2017

**CONSIDERATION  
ITEMS**

- 1 Consideration of an Appeal of the Planning Commission's Decision on 2232-M16-22 by Stonegate at Landmark Homeowners Association
- 2 Consideration of an Appeal of the Planning Commission's Decision on 2232-M16-22 by Kathleen Hoyt



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**CONSIDERATION  
ITEMS  
(Continued)**

- |   |   |
|---|---|
| 3 | Consideration of a Proffer Interpretation Appeal Associated with 2232-M-16-22, Lincolnia Senior Center, Related to Proffers Accepted for RZ 1999-MA-006 |
| 4 | Consideration of the Proposed Amended Bylaws for the Fairfax County History Commission  |

**INFORMATION  
ITEMS**

- |       |   |
|-------|---|
| 1     | County Holiday Schedule – Calendar Year 2017  |
| 2     | Planning Commission Action on Application 2232-M16-22 (Temporary Facility for Bailey's Crossroads Community Shelter) (Mason District) |
| 3     | Planning Commission Action on Application 2232-M15-24 (Temporary Facility for a Fire and Rescue Station) (Mason District)             |
| 4     | Notification of the Continuum of Care Program Funding Application and Certification of Consistency with the Consolidated Plan         |
| 5     | Fairfax County Transportation Status Report   |
| 11:00 | Matters Presented by Board Members  |
| 11:50 | Closed Session  |

**PUBLIC  
HEARINGS**

- |      |   |
|------|---|
| 3:30 | Public Hearing on SE 2015-MV-019 (Charles County Sand & Gravel Company, Inc.) (Mount Vernon District) |
| 3:30 | Public Hearing on PCA 84-S-027-08 (Macs Retail LLC,) (Sully District)                                 |
| 3:30 | Public Hearing on SEA 97-L-065 (Dogwood Petroleum Realty, LLC) (Mount Vernon District)                |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**PUBLIC  
HEARINGS  
(Continued)**

- |      |   |
|------|---|
| 3:30 | Public Hearing on PCA B-715 (L & F Bock Farm, LLC) (Mount Vernon District)  |
| 3:30 | Public Hearing on RZ 2015-MV-015 (L & F Bock Farm, LLC) (Mount Vernon District)   |
| 3:30 | Public Hearing on SE 2015-MV-030 (L & F Bock Farm, LLC) (Mount Vernon District)   |
| 3:30 | Public Hearing on RZ 2016-MV-008 (JR Land, LLC,) (Mount Vernon District)  |
| 3:30 | Public Hearing on PCA 86-C-054-02/ CDPA 86-C-054 (General Dynamics Corporation) (Hunter Mill District)  |
| 4:00 | Public Hearing on a Proposed Zoning Ordinance Amendment Re: Shape Factor in the R-C District; Increase in Residential Building Height; and Minor Lot Line Adjustments |
| 4:00 | Public Hearing on Proposed Plan Amendment 2013-CW-8CP, 2015 Heritage Resources Plan Update  |



# *Fairfax County, Virginia*

## ***BOARD OF SUPERVISORS***

### ***AGENDA***

**Tuesday  
September 20, 2016**

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9 a.m.

#### **PRESENTATIONS**

- PROCLAMATION – To designate October 2016 as Disability Employment Awareness Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION – To designate September 26 – 30, 2016, as Voter Registration Week and as Disability Voter Registration Week in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION – To designate September 15 – October 15, 2016, as Hispanic Heritage Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION – To designate September 2016 as Sickle Cell Awareness Month in Fairfax County. Requested by Supervisor Hudgins.
- PROCLAMATION – To designate September 2016 as Kinship Care Month in Fairfax County. Requested by Supervisor Hudgins.
- PROCLAMATION – To designate October 9 – 15, 2016 as Fire Prevention Week in Fairfax County. Requested by Chairman Bulova
- PROCLAMATION – To designate Saturday, October 22, 2016, as VolunteerFest Day in Fairfax County. Requested by Supervisor Smyth.

#### **STAFF:**

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

Board Agenda Item  
September 20, 2016

10:30 a.m.

Public Hearing on the County and Schools' FY 2016 Carryover Review to Amend the Appropriation Level in the FY 2017 Revised Budget Plan

ISSUE:

Public Hearing and Board action on the County and Schools' *FY 2016 Carryover Review*.

RECOMMENDATION:

The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations including the County and Schools' *FY 2016 Carryover Review*. It should be noted that subsequent to the package presented to the Board of Supervisors on July 26, 2016, the School Board took action on the Schools' *FY 2016 Carryover Review* on July 28, 2016. As a result of the School Board's actions, the expenditure level for Fund S10000, Public School Operating, was increased by \$309,514 to increase the rate paid to substitute teachers who are Fairfax County Public School retired teachers from \$14.23 to \$15.33 per hour for short-term assignments and from \$20.14 to \$21.91 per hour for long-term assignments.

TIMING:

The public hearing has been advertised for 10:30 a.m. on September 20, 2016. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:

On July 26, 2016, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 20, 2016, regarding the County and Schools' Carryover Review. Section 15.2-2057 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2017 appropriation level can occur immediately following the public hearing.

As a result of action taken by the School Board on July 28, 2016, the following items have been updated. It should be noted that changes were made only for Fund S10000, Public School Operating, as noted above.

- Advertisement for Public Hearing (Attachment A)
- FY 2016 Carryover Expenditures by Fund, Summary of Appropriated Funds (Attachment I)
- Supplemental Appropriation Resolution AS 17009 (Attachment VII)

Board Agenda Item  
September 20, 2016

- Schools' *FY 2016 Carryover Review* (Attachment C)

Any pages which have been updated from the package presented to the Board on July 26, 2016 are marked as "Updated 8/5/2016" online. All other information is unchanged from the original package.

ENCLOSED DOCUMENTS:

These attachments are available online via the following link:

<http://www.fairfaxcounty.gov/dmb/carryover/fy2016/carryover.htm>

Attachment A: Advertisement for public hearing

Attachment B: July 26, 2016 Memorandum to the Board of Supervisors from Edward L. Long Jr., County Executive, with attachments, transmitting the County's *FY 2016 Carryover Review* with appropriate resolutions

Attachment C: Fairfax County School Board's FY 2016 Final Budget Review and Appropriation Resolutions

STAFF:

Edward L. Long Jr., County Executive

Joseph M. Mondoro, Chief Financial Officer

Board Agenda Item  
September 20, 2016

10:50 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard September 20, 2016  
(An updated list will be distributed at the Board meeting.)

STAFF:

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

September 20, 2016

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

**APPOINTMENTS TO BE HEARD SEPTEMBER 20, 2016**  
**(ENCOMPASSING VACANCIES PROJECTED THROUGH SEPTEMBER 30, 2016)**  
(Unless otherwise noted, members are eligible for reappointment)

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Alan Schuman (Appointed 4/14 by Bulova) Term exp. 9/16	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Heather Scott; appointed 4/16 by Cook) Term exp. 9/17 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Margaret Osborne; appointed 12/14 by McKay) Term exp. 9/16 <i>Resigned</i>	Lee District Representative		McKay	Lee
Virginia L. Peters (Appointed 10/14 by Hyland) Term exp. 9/16	Mount Vernon District Representative		Storck	Mount Vernon

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Edward Ehlers; appointed 3/15 by Herrity) Term exp. 9/16 <i>Resigned</i>	Springfield District Representative	<b>Amrita Banerjee</b>	Herrity	Springfield
Meg K. Rayford (Appointed 9/14 by Frey) Term exp. 9/16	Sully District Representative		K. Smith	Sully

**AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 <i>Resigned</i>	Builder (Single Family) Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 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 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large



**AGRICULTURAL AND FORESTAL DISTRICT ADVISORY BOARD  
(AT PLEASURE)**

**CONFIRMATION NEEDED:**

- Mr. Jaydeep R. Doshi as the Department of Tax Administrative Representative

**AIRPORTS ADVISORY COMMITTEE (3 years)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Francine De. Ferreire Kemp (Appointed 1/13 by Foust) Term exp. 1/16	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Brian Elson; appointed 7/13-1/15 by Hyland) Term exp. 1/18 <i>Resigned</i>	Mount Vernon District Business Representative		Storck	Mount Vernon
VACANT (Formerly held by Robert A. Peter; appointed 2/09-1/13 by Smyth) Term exp. 1/16 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Grant Nelson (Appointed 10/95- 5/01 by Hanley; 6/04- 9/07 by Connolly; 6/10-7/13 by Bulova) Term exp. 6/16	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96- 5/01 by Hanley; 6/04- 10/07 by Connolly; 6/10-7/13 by Bulova) Term exp. 6/16	At-Large #3 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.]

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Barbara Hyde; appointed 9/13-9/14 by Gross) Term exp. 2/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
Gina Marie Lynch (Appointed 11/97- 3/14 by Hyland) Term exp. 2/16	Mount Vernon District Representative		Storck	Mount Vernon

**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.]

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Charles R. Bierce (Appointed 11/86 by Egge; 8/89-9/13 by Hyland) Term exp. 9/16	Architect #1 Representative		By Any Supervisor	At-Large
John Boland (Appointed 2/91-9/95 by Dix; 7/01 by Mendelsohn; 9/04- 9/07 by DuBois; 9/10-9/13 by Foust) Term exp. 9/16	Attorney Representative		By Any Supervisor	At-Large
Joseph Plumpe (Appointed 9/07-9/13 by Frey) Term exp. 9/16	Landscape Architect Representative		By Any Supervisor	At-Large
John Allen Burns (Appointed 6/95-7/01 by Hanley; 10/04- 9/13 by Hyland) Term exp. 9/16	Related Professional Group #4 Representative		By Any Supervisor	At-Large

**ATHLETIC COUNCIL (2 years)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Terry Adams (Appointed 11/11-7/13 by Gross) Term exp. 6/15	Mason District Alternate Representative		Gross	Mason
Clarke Gray (Appointed 1/08-10/14 by L. Smyth) Term exp. 9/16	Providence District Representative		L. Smyth	Providence

<b>AUDIT COMMITTEE (2 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher Wade (Appointed 1/12-1/14 by Bulova) Term exp. 1/16	At-Large #1 Representative		By Any Supervisor	At-Large

<b>BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Glenda DeVinney; appointed 5/12-4/15 by McKay) Term exp. 6/16 <i>Resigned</i>	Lee District Representative	<b>Linda Waller</b>	McKay	Lee
VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
VACANT (Formerly held by Brett Kenney; appointed 10/13-9/15 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

**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.)

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Susan Kim Harris; appointed 5/09-2/11 by Hudgins) Term exp. 2/15 <i>Resigned</i>	Alternate #4 Representative		By Any Supervisor	At-Large

**CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS**  
(2 years – limited to 3 consecutive terms)

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Karen Pica (Appointed 10/14 by McKay) Term exp. 9/16	At-Large #1 Representative	<b>Karen Pica</b> (McKay)	By Any Supervisor	At-Large
Jason M. Chung (Appointed 2/11-9/14 by Frey) Term exp. 9/16 <i>Not eligible for reappointment</i>	At-Large #2 Representative		By Any Supervisor	At-Large
Jill Patrick (Appointed 9/09-9/14 by Gross) Term exp. 9/15 <i>Not eligible for reappointment</i>	At-Large #3 Representative		By Any Supervisor	At-Large

**CHESAPEAKE BAY PRESERVATION ORDINANCE  
EXCEPTION REVIEW COMMITTEE (4 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Stephen Kirby; appointed 12/03-1/08 by Kauffman; 9/11 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Brian Loo; appointed 7/12 by Smyth) Term exp. 9/15 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

**CHILD CARE ADVISORY COUNCIL (2 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Monica Jackson (Appointed 4/10-9/14 by Cook) Term exp. 9/16	Braddock District Representative		Cook	Braddock
Rosemary A. Kendall (Appointed 5/14-9/14 by Foust) Term exp. 9/16	Dranesville District Representative		Foust	Dranesville
Courtney Park (Appointed 2/10-10/14 by Hudgins) Term exp. 9/16	Hunter Mill District Representative		Hudgins	Hunter Mill

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**CHILD CARE ADVISORY COUNCIL (2 years)**  
continued

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Pamela Nilsen; appointed 6/13-9/13 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
Wynne Busman (Appointed 11/12-9/14 by Gross) Term exp. 9/16	Mason District Representative		Gross	Mason
VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Hugh Mc Cannon; appointed 12/09-9/14 by Herrity) Term exp. 9/16 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

<b>CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Lance Lorenz; appointed 3/15 by Hudgins) Term exp. 5/16 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Alan Potter; appointed 3/14 by Smyth) Term exp. 5/16 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence
Karrie K. Delaney (Appointed 10/10- 5/14 by Frey) Term exp. 5/16	Sully District Representative		K. Smith	Sully

<b>COMMISSION ON AGING (2 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Philip Ashmore; appointed 7/15 by Bulova) Term exp. 5/17 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Eleanor Fusaro; appointed 1/14-5/14 by Hudgins) Term exp. 5/16 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

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**COMMISSION ON AGING (2 years)**  
continued

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Denton Urban Kent; Appointed 9/14 by Gross) Term exp. 5/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
Robert Kuhns (Appointed 2/15 by Hyland) Term exp. 5/16	Mount Vernon District Representative		Storck	Mount Vernon

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by William Stephens; appointed 9/02-1/03 by McConnell; 1/07- 1/11 by Herrity) Term exp. 1/15 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

**COMMUNITY ACTION ADVISORY BOARD (CAAB)**  
(3 years)

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Gregory W. Packer (Appointed 9/10-2/13 by Hyland) Term exp. 2/16	Mount Vernon District Representative		Storck	Mount Vernon

**CONSUMER PROTECTION COMMISSION**  
(3 years)

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Adam Samuel Roth; appointed 9/15 by L. Smyth) Term exp. 7/18 <i>Resigned</i>	Fairfax County Resident #13 Representative		By Any Supervisor	At-Large

**CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Howard Foard; appointed 11/12-10/15 by Hudgins) Term exp. 8/18 <i>Resigned</i>	At-Large Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Justin Fairfax; appointed 1/13-2/15 by Gross) Term exp. 2/18 <i>Resigned</i>	Mason District Representative		Gross	Mason

Continued on next page

**CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)**  
continued

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Brian D. Leclair (Appointed 10/13 by Hyland) Term exp. 8/16	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Joseph A. Jay, appointed 11/06 by McConnell; 9/09-9/12 by Herrity) Term exp. 8/15 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

**ECONOMIC ADVISORY COMMISSION (3 years)**

**CONFIRMATION NEEDED:**

- The Honorable Tara Voice as the Vienna Town Council Representative

**ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Richard Weisman (Appointed 3/08-7/13 by Frey) Term exp. 6/16	Sully District Representative		K. Smith	Sully

**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.

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Petra Osborne; appointed 5/12 by Bulova) Term exp. 11/15 <i>Resigned</i>	At-Large Fairfax County Representative		By Any Supervisor	At-Large
Jacqueline Browne (Appointed 9/08- 12/11 by Gross) Term exp. 11/14	Mason District Representative		Gross	Mason

**FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL  
(2 years)**

**CONFIRMATION NEEDED:**

- Mr. Stephen A. Morrison as the Advocacy Organizations #2 Representative
- Ms. Doris Ray as the Advocacy Organizations #3 Representative
- Ms. Gracie Ortiz as the Community/Religious Leaders #6 Representative
- Ms. Maureen Hallman as the Constituents/Consumer #2 Representative
- Ms. Dorothy Keenan as the Constituents/Consumer #3 Representative
- Ms. Patricia Harrison as the Deputy County Executive Representative
- Mr. Donald Kissinger, Jr. as the Disability Services Board Representative
- Mr. Michael Behrmann as the Educational Organization #1 Representative

**Continued on next page**

**FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL**  
**(2 years)**  
continued

**CONFIRMATION NEEDED:**

- Ms. Jennifer L. Disano as the Educational Organization #4 Representative
- Ms. Ann L. Long as the Educational Organization #5 Representative
- Ms. Jocelyn Rappaport as the Fairfax City Representative
- Mr. Albert J. McAloon Redevelopment and Housing Authority Representative
- Ms. Rosanne Lammers Rodilosso as the Health Advisory Board Representative
- Ms. Patricia Dunn Williams as the Long Term Care Providers #1 Representative
- Ms. Judy Seiff as the Long Term Care Providers #3 Representative
- Ms. Sharon F. Canner as the Long Term Care Providers #4 Representative
- Ms. Mary Jane Panek as the Long Term Care Providers #5 Representative
- Ms. Robin McGlothin as the Long Term Care Providers #6 Representative
- Dr. Heisung Lee as the Long Term Care Providers #8 Representative
- Mr. Myles Nienstadt as the Long Term Care Providers #10 Representative
- Ms. C. Courtney H. Nuzzo as the Long Term Care Providers #11 Representative
- Ms. April-Lyn Pinch Keeler as the Long Term Care Providers #13 Representative
- Ms. Cynthia Nothom as the Long Term Care Providers #16 Representative
- Ms. Julia Stephens as the Long Term Care Providers #17 Representative
- Ms. Eleanor M. Vincent as the Long Term Care Providers #18 Representative
- Ms. Lucinda Shannon as the Long Term Care Providers #19 Representative
- Ms. Patricia H. Velander as a Long Term Care Providers #20 Representative
- Ms. Marie J. Woodard as the Long Term Care Providers #21 Representative
- Dr. Terence McCormally as the Medical Community #3 Representative

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

[Note: Established by Board on 6/21/04 for the general administration and proper operation of the Fairfax County Convention and Visitors Corporation.]

**CONFIRMATION NEEDED:**

- Mr. Michael Session as the Fairfax County Convention and Visitors Corporation #1 Representative
- Mr. Michael Thompson, Jr. as the Fairfax County Convention and Visitors Corporation #5 Representative
- Mr. Don Anderson as the Fairfax County Convention and Visitors Corporation #6 Representative
- Ms. Trish Drews as the Fairfax County Convention and Visitors Corporation #7 Representative
- Mr. Marc Fournier as the Fairfax County Convention and Visitors Corporation #8 Representative

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD****(3 years – limited to 3 full terms)**

[NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1 year break from initial 3 full terms, VA Code 37.2-502.]

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Pamela Barrett (Appointed 9/09-6/12 by Bulova) Term exp. 6/15	At-Large #1 Chairman's Representative		Bulova	At-Large Chairman's
Paul Luisada (Appointed 4/13-9/13 by Hyland) Term exp. 6/16	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Jeffrey M. Wisoff; appointed 6/13-6/14 by Smyth) Term exp. 6/17 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Phil Tobey; appointed 6/11-5/14 by Hudgins) Term exp. 6/17 <i>Resigned</i>	Consumer #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ananth Thyagarajan; Appointed 7/15 by Bulova) Term exp. 6/18 <i>Resigned</i>	Provider #1 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 - 1	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 2	Sully - 2

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Carrie Ann Alford; appointed 1/15 by Hyland) Term exp. 12/16 <i>Resigned</i> <i>Mt. Vernon District</i>	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Rachel Rifkind; appointed 12/13 by Gross) Term exp. 9/16 <i>Resigned</i> <i>Mason District</i>	Citizen #7 Representative		By Any Supervisor	At-Large

<b>HUMAN RIGHTS COMMISSION (3 years)</b>
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Harry Salinas (Appointed 4/08 by Connolly; 11/10-9/13 by Bulova) Term exp. 9/16	At-Large #4 Representative		By Any Supervisor	At-Large
Emanuel Solon (Appointed 9/95-7/01 by Connolly; 9/04-9/13 by L. Smyth) Term exp. 9/16	At-Large #5 Representative		By Any Supervisor	At-Large
Ahmed Selim (Appointed 7/08-9/10 by Gross; 4/14 by L. Smyth) Term exp. 9/16	At-Large #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michel Margosis; appointed 7/03-1/08 by Kauffman; 9/10-9/13 by McKay) Term exp. 9/16 <i>Resigned</i>	At-Large #7 Representative		By Any Supervisor	At-Large

<b>HUMAN SERVICES COUNCIL (4 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Martin Machowsky (Appointed 3/16 by Bulova) Term exp. 7/16	At-Large #2 Chairman's Representative		Bulova	At-Large Chairman's
Sergio R. Rimola (Appointed 6/15 by Foust) Term exp. 7/16	Dranesville District #2 Representative		Foust	Dranesville

Continued on next page



**HUMAN SERVICES COUNCIL (4 years)**  
continued

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Stephanie Mensh; appointed 1/06-7/14 Term exp. 7/18 <i>Resigned</i>	Mason District #1 Representative		Gross	Mason
VACANT (Formerly held by Mark K. Deal; appointed 11/11-7/13 by Gross) Term exp. 7/17 <i>Resigned</i>	Mason District #2 Representative		Gross	Mason
Jack Dobbyn (Appointed 2/13 by Hyland) Term exp. 7/16	Mount Vernon District #1 Representative		Storck	Mount Vernon
William Kogler (Appointed 4/05- 9/12 by Herrity) Term exp. 9/16	Springfield District #1 Representative	<b>William Kogler</b>	Herrity	Springfield

**JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY  
COUNCIL (2 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Brian Murray; appointed 3/08-1/14 by McKay) Term exp. 1/16 <i>Resigned</i>	Lee District Representative		McKay	Lee
Michael J. Beattie (Appointed 7/11- 1/14 by Smyth) Term exp. 1/16	Providence District Representative		L. Smyth	Providence

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)
---

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 <i>Resigned</i>	Lee District Representative		McKay	Lee
Nabil Barbari (Appointed 1/07-7/13 by Gross) Term exp. 6/16	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; Appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

Continued on next page

**OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)**  
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

**POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Craig Dyson; appointed 1/06-11/13 by Hyland) Term exp. 12/17 <i>Resigned</i>	Citizen At-Large #1 Representative		By Any Supervisor	At-Large

**REDEVELOPMENT AND HOUSING AUTHORITY  
(4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert Carlson (Appointed 4/08- 7/12 by Frey) Term exp. 7/16	Sully District Representative		K. Smith	Sully
VACANT (Formerly held by John Betts; appointed 3/11-4/13 by Herrity) Term exp. 4/17 <i>Deceased</i>	Springfield District Representative		Herrity	Springfield

ROAD VIEWERS BOARD (1 year)
-----------------------------

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08-11/13 by Herrity) Term exp. 12/14 <i>Resigned</i>	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 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by April S. Tan; appointed 2/09-10/15 by Hudgins) Term exp. 12/17 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large

<b>SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)</b>
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Sylvie Ludunge; appointed 10/14-3/15 by Hudgins) Term exp. 3/17 <i>Resigned</i>	Fairfax County #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 <i>Resigned</i>	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 <i>Resigned</i>	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 <i>Resigned</i>	Fairfax County #8 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Morsel Osman; (Appointed 1/15 by Hudgins) Term exp. 3/16 <i>Resigned</i>	Fairfax County #9 (Youth) Representative		By Any Supervisor	At-Large

<b>TENANT LANDLORD COMMISSION (3 years)</b>
---

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 <i>Deceased</i>	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 <i>Resigned</i>	Tenant Member #2 Representative	<b>Amy Purnell</b>	By Any Supervisor	At-Large
VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 <i>Resigned</i>	Tenant Member #3 Representative		By Any Supervisor	At-Large

<b>TREE COMMISSION (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Scott J. Pearson; appointed 3/11-10/13 by Gross) Term exp. 10/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
VACANT (Formerly held by Charles Ayers (Appointed 12/13-10/14 by L. Smyth) Term exp. 10/17	Providence District Representative		L. Smyth	Providence

**TRESPASS TOWING ADVISORY BOARD (3 years)**

**Membership:** Members shall be Fairfax County residents. A towing representative shall be defined as a person who, prior to the time of his or her appointment, and throughout his or her term, shall be an operator of a towing business in Fairfax County.

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
John T. Fee (Appointed 6/06-9/07 by Connolly; 9/10- 9/13 by Bulova) Term exp. 9/16	Citizen Representative		By Any Supervisor	At-Large
Alvin Leach, Jr. (Appointed 7/06-9/07 by DuBois; 10/10- 9/13 by Foust) Term exp. 9/16	Towing #2 Representative		By Any Supervisor	At-Large

**TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD  
(2 years)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Michael Bogasky; appointed 2/13 by Smyth) Term exp. 2/15 <i>Resigned</i>	Residential Owners and HOA/Civic Association Representative #1		L. Smyth	Providence

<b>UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)</b>
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Hank H. Kim (Appointed 4/11-7/12 by Hyland) Term exp. 8/16	Citizen appointed by BOS #3 Representative		By Any Supervisor	At-Large

<b>WETLANDS BOARD (5 years)</b>
---------------------------------

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



Board Agenda Item  
September 20, 2016

10:50 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Endorsement of a Resolution for Thomas Avenue to be Considered for Cut-Through Measures as Part of the Residential Traffic Administration Program (Dranesville District)

ISSUE:

Board endorsement of the following street to be considered for cut-through measures as part of the Residential Traffic Administration Program (RTAP):

- Thomas Avenue (between Algonkian Parkway and the Fairfax County Loudoun County border)

RECOMMENDATION:

The County Executive recommends that the Board endorse a resolution (see Attachment I) to include a section of Thomas Avenue into the RTAP for Cut-Through traffic.

TIMING:

Board action is requested on September 20, 2016.

BACKGROUND:

As part of the RTAP, roads are reviewed for the cut-through traffic program when requested by a Board member on behalf of a homeowners' or civic association. Cut-through mitigation normally employs the use of access restrictions (turn prohibitions, etc.) and/or physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the volume of traffic on a residential street. Multi-way stops may also be employed for regulatory control of traffic. Candidate streets considered for inclusion into the RTAP for cut-through must meet certain eligibility requirements, as follows:

- The street is classified as a local residential or collector roadway
- The roadway is used by at least 150 cut-through vehicles in one hour and in one direction
- At least 40% of the total traffic is cut-through
- A viable alternate route is identified

Board Agenda Item  
September 20, 2016

An engineering review completed by staff (see Attachments II & III) has documented the attainment of all preliminary qualifying criteria for Thomas Avenue.

FISCAL IMPACT:  
None

ENCLOSED DOCUMENTS:

Attachment I: Proposed Resolution  
Attachment II: Documentation of Cut-Through Traffic Study Requirements  
Attachment III: Primary Use Area and Viable Alternate Route Map

STAFF:

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

## **RESOLUTION**

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
CUT-THROUGH MEASURES  
THOMAS AVENUE  
DRANESVILLE 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, September 20, 2016, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the residents in the vicinity of Thomas Avenue have petitioned the Dranesville District Supervisor's Office of Fairfax County to consider remedial measures to reduce the volume of cut-through traffic on Thomas Avenue, between Algonkian Parkway and the Fairfax County Loudoun County border; and

**WHEREAS**, an engineering study by Fairfax County Department of Transportation for Thomas Avenue indicates that all basic cut-through criteria are met pertaining to functional classification of the roadway, identification of their primary use area, identification of actual cut-through volume, and proof of community support; and

**NOW THEREFORE BE IT RESOLVED**, that the Virginia Department of Transportation is hereby requested to review and address the feasibility of implementing cut-through measures on Thomas Avenue in Fairfax County as part of FCDOT's Residential Traffic Administration Program.

**ADOPTED** this 20th day of September, 2016.

A Copy Teste:

---

Catherine A. Chianese  
Clerk to the Board of Supervisors

## Cut Through Traffic Analysis

**Street** Thomas Avenue  
**Route** 1208  
**District** Dranesville  
**Fairfax County**  
**Tax Map** 6-1  
**Functional Classification** Local  
**Comp Plan** Residential  
**Primary Use Area** Thomas Avenue

# of dwelling units in study area 38

	Count Data		Internally Generated (ITE Rates -- Single Family Detached)					Cut-Through Trips	
	Volume	Dir. Split	Rate	Dir. Split	Distributed Rate	Dwelling Units	Trips	Volume	% of Total
<b>5/25/16, 8-9 AM</b>									
<b>Entering</b>									
Algonkian Parkway - Westbound	204	83%	0.77	26%	0.17	38	6	198	97%
Lake Drive -Eastbound	42	17%	0.77	26%	0.03	38	1	41	97%
<b>Total</b>	<b>246</b>							<b>238</b>	
<b>Exiting</b>									
Algonkian Parkway - Eastbound	52	19%	0.77	74%	0.11	38	4	48	92%
Lake Drive -Westbound	227	81%	0.77	74%	0.46	38	18	209	92%
<b>Total</b>	<b>279</b>							<b>257</b>	
<b>5/25/16, 5-6 PM</b>									
<b>Entering</b>									
Algonkian Parkway - Westbound	230	82%	1.02	64%	0.54	38	20	210	91%
Lake Drive -Eastbound	50	18%	1.02	64%	0.12	38	4	46	91%
<b>Total</b>	<b>280</b>							<b>255</b>	
<b>Exiting</b>									
Algonkian Parkway - Eastbound	51	18%	1.02	36%	0.07	38	3	48	95%
Lake Drive -Westbound	230	82%	1.02	36%	0.30	38	11	219	95%
<b>Total</b>	<b>281</b>							<b>267</b>	

*Note: Numbers may not total due to rounding*



Board Agenda Item  
September 20, 2016

## ADMINISTRATIVE - 2

### Approval of Traffic Calming Measures and “Watch for Children” Signs as Part of the Residential Traffic Administration Program (Mason, Dranesville, Providence and Mount Vernon Districts)

#### ISSUE:

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

#### RECOMMENDATION:

The County Executive recommends that the Board endorse a traffic calming plan for Woodley Lane (Attachment I) consisting of the following:

- Two Speed Humps on Woodley Lane (Mason District)

The County Executive further recommends approval for “Watch for Children” signs on the following streets:

- Brook Road/ Rector Lane (Dranesville District)
- Courthouse Road (Providence District)
- Marine Drive (Mt. Vernon District)

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

#### TIMING:

Board action is requested on September 20, 2016.

#### BACKGROUND:

As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners’ or civic association. Traffic calming employs the use of physical devices such as multi-way stop signs (MWS), speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local

Board Agenda Item  
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Supervisors' office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to residents of the ballot area in the adjacent community. On August 9, 2016, FCDOT received verification from the local Supervisor's office confirming community support for the above referenced traffic calming plan.

The RTAP allows for installation of "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On June 14, 2016 (Brook Road/ Rector Lane, Dranesville District) and on June 21, 2016 (Courthouse Road, Providence District) and on July 29, 2016 (Marine Drive, Mount Vernon District), FCDOT received written verification from the respective local Supervisor's office confirming community support for the referenced "Watch for Children" signs.

FISCAL IMPACT:

Funding in the amount of \$14,000 for the traffic calming measure associated with the Woodley Lane project is available in Fund 300-C30050, General Fund, under Job Number 2G25-076-000.

Funding in the amount of \$1,000 for the "Watch for Children" signs associated with the Brook Road/ Rector Lane (Dranesville District), Courthouse Road (Providence District) and Marine Drive (Mount Vernon District) projects is available in Fund 100-C10001, General Fund, under Job Number 40TTCP.

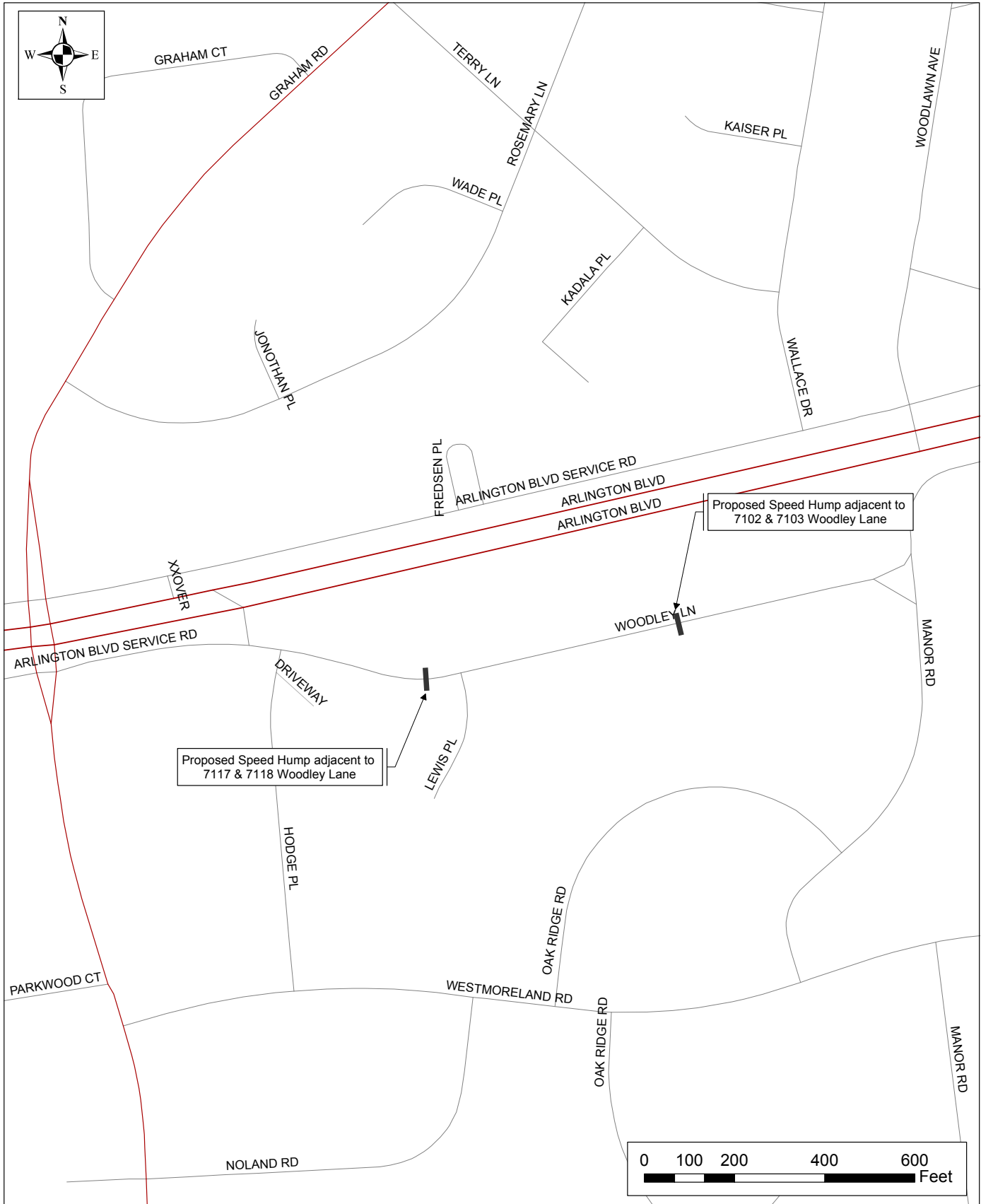
ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Plan for Woodley Lane (Mason District)

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, Operations Section, FCDOT  
Behnaz Razavi, Transportation Planner, Traffic Operations Section, FCDOT





Fairfax County Department of Transportation  
 Residential Traffic Administration Program (RTAP)  
**TRAFFIC CALMING PLAN**  
**WOODLEY LANE**  
 Mason District



Tax Map: 50-3

November 2015

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Fair Ridge Drive (Sully District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Fair Ridge Drive, north of Lee Jackson Highway in the Sully District.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 18, 2016, at 5:30 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Chapter 82 of the Fairfax County Code from parking on Fair Ridge Drive, north of Lee Jackson Highway from 6:00 p.m. to 9:00 a.m., seven days per week.

TIMING:

The Board of Supervisors should take action on September 20, 2016, to provide sufficient time for advertisement of the public hearing on October 18, 2016, at 5:30 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

Representatives of various property owners of land along Fair Ridge Drive contacted the Sully District office requesting a parking restriction to prohibit commercial vehicles, recreational vehicles and all trailers from parking on Fair Ridge Drive from 6:00 p.m. to 9:00 a.m., seven days a week. In addition, representatives have contacted this office indicating that the long term parking of these vehicles is impacting tenant renewals.

This area has been reviewed on several occasions over a period of time in excess of 30 days and verified that long term parking is occurring. Staff is recommending a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along Fair Ridge Drive, north of Lee Jackson Highway, from the eastern to the western

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intersections of Fair Ridge Drive and Lee Jackson Highway, from 6:00 p.m. to 9:00 a.m., seven days per week.

FISCAL IMPACT:

The cost of sign installation is estimated at \$800 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Maria Turner, Sr. Transportation Planner, FCDOT

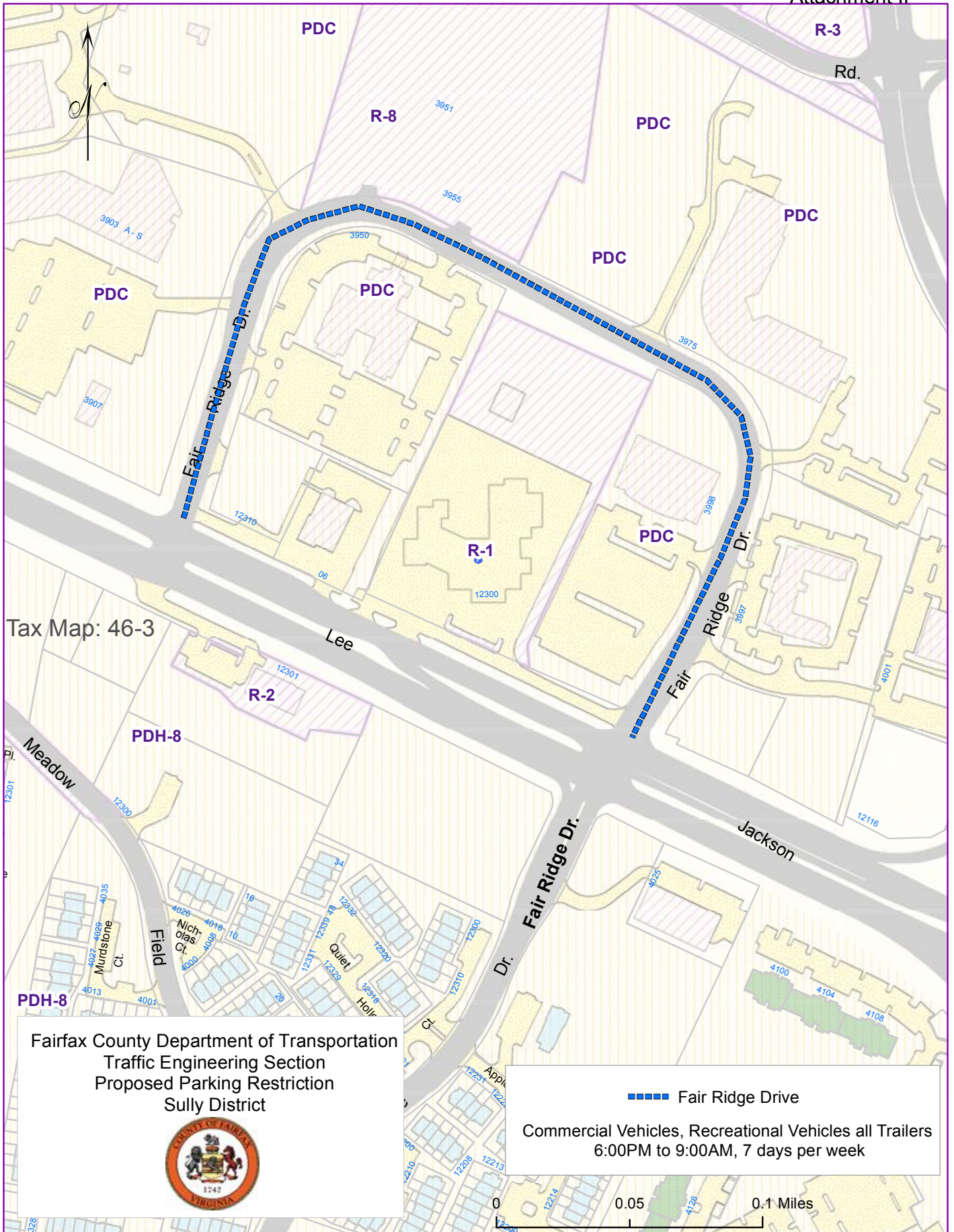
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA  
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Fair Ridge Drive (Route 7960).

Commercial vehicles, recreational vehicles, and trailers as defined in Chapter 82 of the Fairfax County Code shall be restricted from parking on Fair Ridge Drive north of Lee Jackson Highway, from the eastern to the western intersections of Fair Ridge Drive and Lee Jackson Highway, from 6:00 p.m. to 9:00 a.m., seven days per week.



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ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance  
Expanding the Culmore Residential Permit Parking District, District 9 (Mason District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Culmore Residential Permit Parking District (RPPD), District 9.

RECOMMENDATION:

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

TIMING:

The Board should take action on September 20, 2016, to advertise a public hearing on October 18, 2016, at 4:00 p.m.

BACKGROUND:

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

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On April 25, 2016, a peak parking demand survey was conducted for the requested area. The results of this survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning blocks were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning blocks. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated at \$1,000 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code  
Attachment II: Map Depicting Proposed Limits of RPPD Expansion  
Attachment III: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

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

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## Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by adding the following streets in Appendix G-9, Section (b), (2), C Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

*Church Street (Route 2945):*

From Courtland Drive to Payne Street, south side only

*Nevius Street (Route 1888):*

From Knollwood Drive to Leesburg Pike

From Beachway Drive to Leesburg Pike, west side only

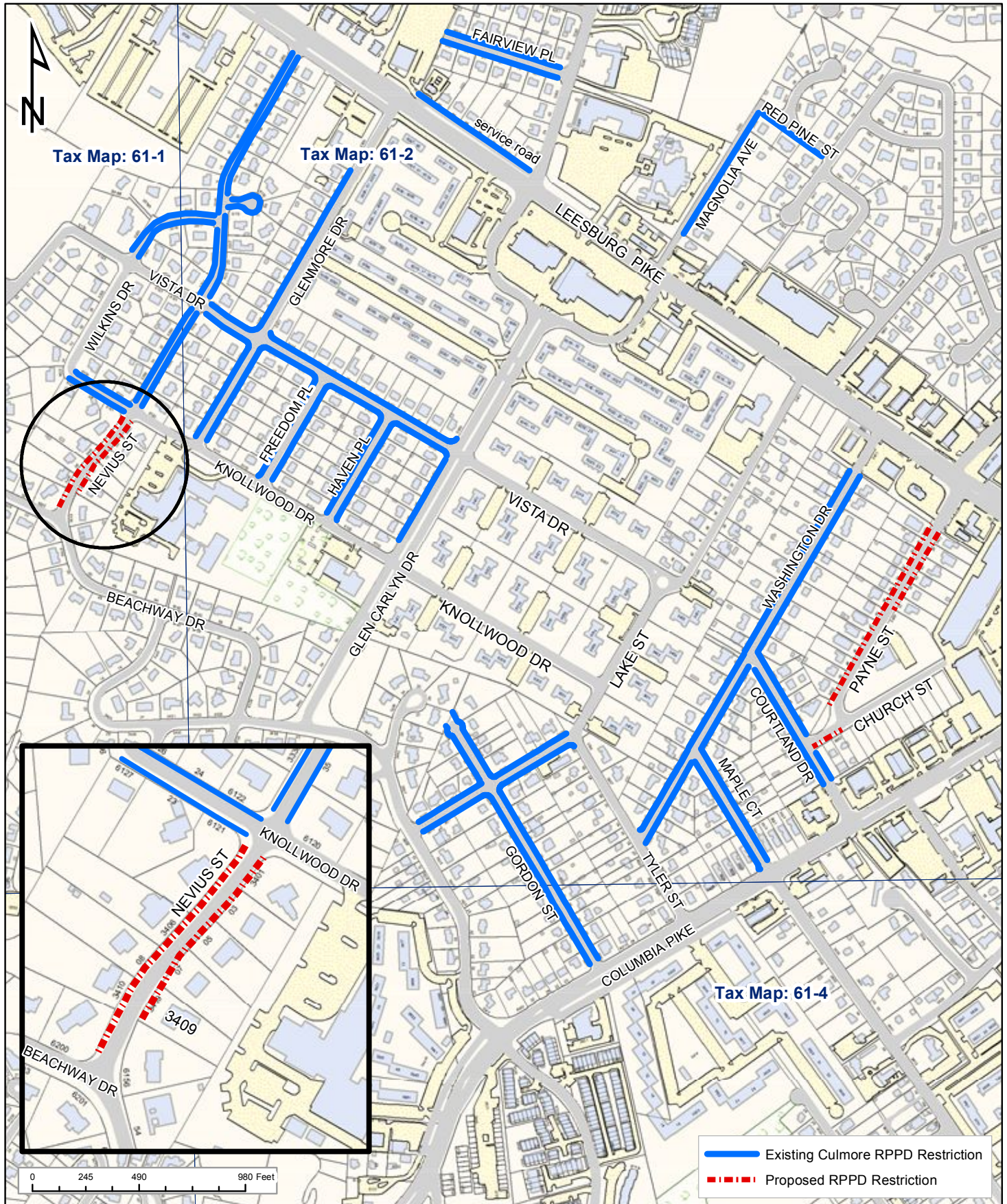
From the southern property boundary of 3409 Nevius Street to Leesburg Pike, east side only

*Payne Street (Route 2944):*

From the southern property boundary of 3452 Payne Street to the northern property boundary of 3426 Payne Street, west side only

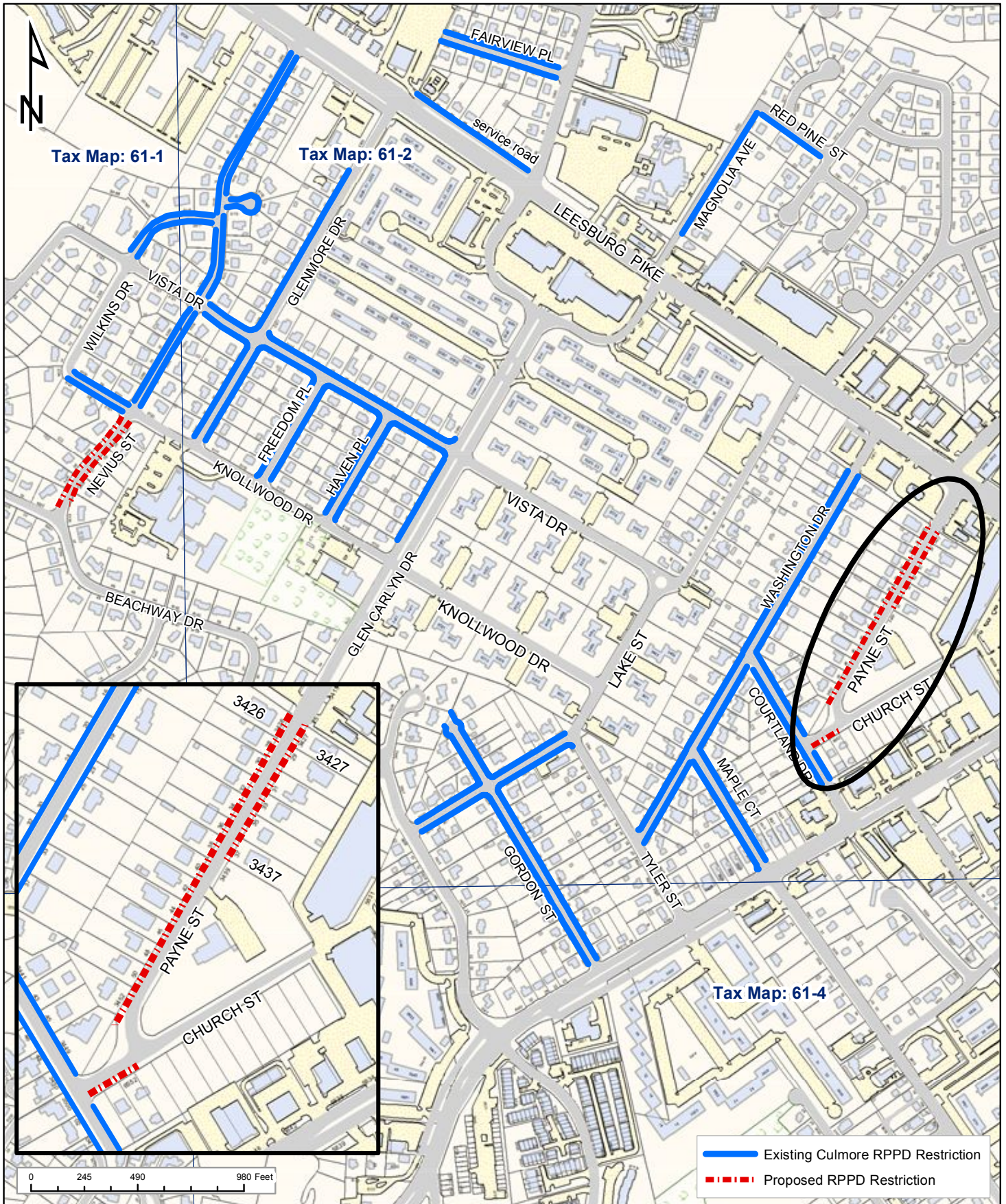
From the southern property boundary of 3437 Payne Street to the northern property boundary of 3427 Payne Street, east side only





Fairfax County Department of Transportation  
Traffic Engineering  
Culmore Residential Permit Parking District  
Mason District





Fairfax County Department of Transportation  
 Traffic Engineering  
 Culmore Residential Permit Parking District  
 Mason District



ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance  
Expanding the Springdale Residential Permit Parking District, District 33 (Mason  
District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Springdale Residential Permit Parking District (RPPD), District 33.

RECOMMENDATION:

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

TIMING:

The Board should take action on September 20, 2016, to advertise a public hearing on October 18, 2016, at 4:00 p.m.

BACKGROUND:

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

Board Agenda Item  
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On April 25, 2016, a peak parking demand survey was conducted for the requested area. The results of this survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning blocks were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning blocks. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated at \$600 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code  
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

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

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## Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by amending the following street descriptions in Appendix G-33, Section (b), (2), Springdale Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

### *Munson Road (Route 795):*

~~From Summers Lane to the north end~~

~~From Arnet Street to Summers Lane~~

~~From Arnet Street to Reservoir Heights Avenue; east side only~~

From Magnolia Lane to the north end; east side only

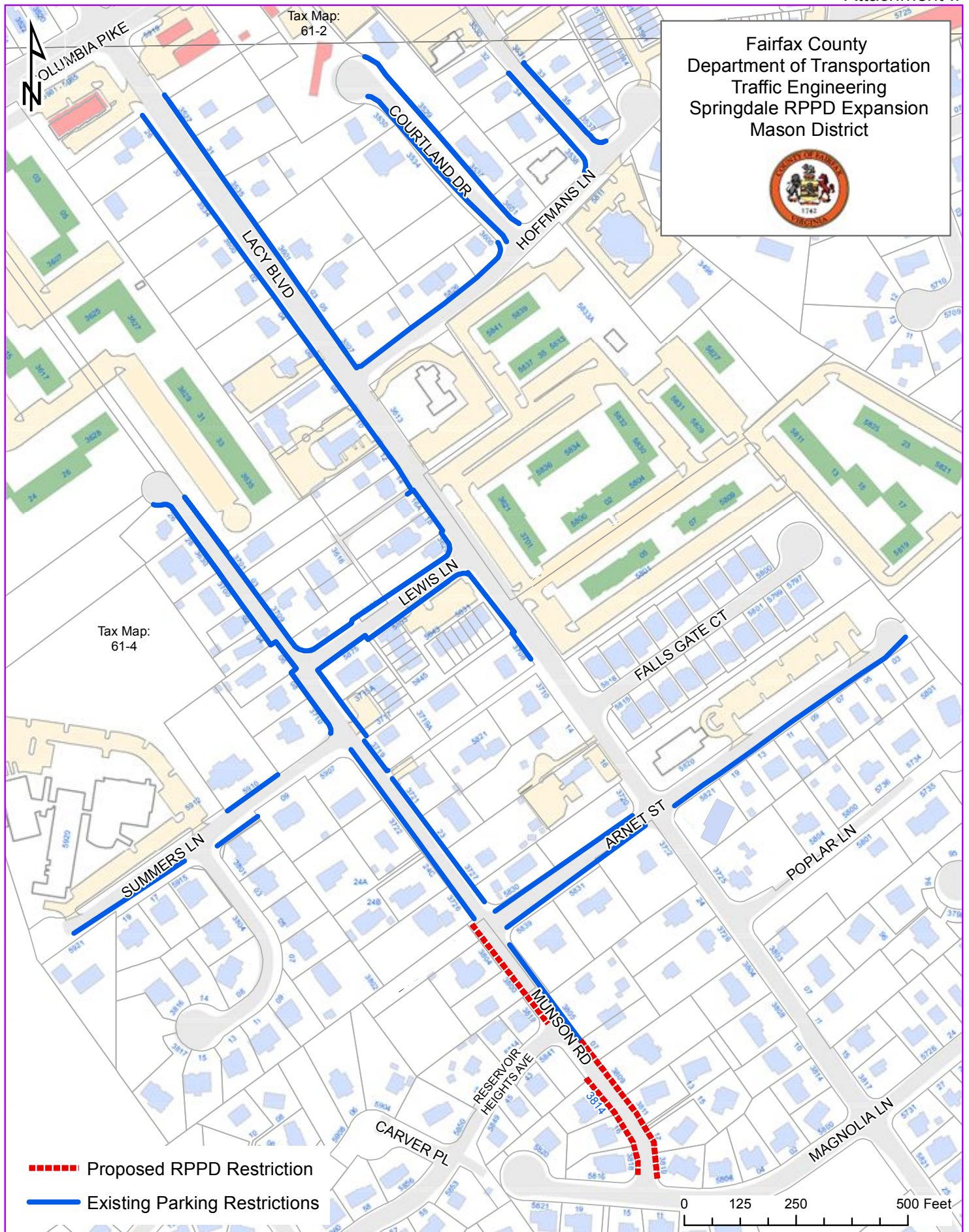
From Magnolia Lane to the northern property boundary of 3814 Munson Road, west side only

From Reservoir Heights Avenue to the north end, west side only

Tax Map:  
61-2

Tax Map:  
61-4

Fairfax County  
Department of Transportation  
Traffic Engineering  
Springdale RPPD Expansion  
Mason District



- Proposed RPPD Restriction
- Existing Parking Restrictions

0 125 250 500 Feet

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Washington Drive, Tyler Street, Payne Street, Church Street and Courtland Drive (Mason District)

ISSUE:

Board authorization to advertise a public hearing to be held on Tuesday, October 18, 2016, 4:30 p.m., for the purpose of endorsing the following roads to be included in the Residential Traffic Administration Program (RTAP) for a through truck traffic restriction:

- Washington Drive and Tyler Street between Leesburg Pike and Columbia Pike.
- Payne Street, Church Street and Courtland Drive between Leesburg Pike and Columbia Pike.

RECOMMENDATION:

The County Executive recommends the Board authorize advertisement of a public hearing for the purpose of endorsing Washington Drive and Tyler Street between Leesburg Pike and Columbia Pike and Payne Street, Church Street and Courtland Drive between Leesburg Pike and Columbia Pike to be included in the RTAP for a through truck traffic restriction.

TIMING:

The Board should take action on September 20, 2016, to provide sufficient time for advertisement of the proposed public hearing scheduled for October 18, 2016, at 4:30 p.m.

BACKGROUND:

On March 8, 2016, and on June 15, 2016, Supervisor Gross requested staff to work with the Virginia Department of Transportation (VDOT) to implement through truck traffic restrictions on Washington Drive and Tyler Street and also on Payne Street, Church Street and Courtland Drive, due to continuing safety concerns of residents regarding through trucks utilizing these roads as a shortcut between Leesburg Pike and Columbia Pike. The increased truck traffic has exacerbated safety concerns for the neighborhood. A possible alternate route is via Leesburg Pike to Columbia Pike (Attachment II & III).

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Section 46.2-809, of the *Code of Virginia* requires a local jurisdiction to hold a duly advertised public hearing on any proposal to restrict through truck traffic on a primary or secondary road. Further, a resolution pertaining to prohibiting through truck traffic on a portion of this road (Attachment I) has been prepared for adoption and transmittal to VDOT, which will conduct the formal engineering study of the through truck restriction request.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Resolution to Restrict Through Truck Traffic on Washington Drive, Tyler Street, Payne Street, Church Street and Courtland Drive

Attachment II: Area Map of Proposed Through Truck Traffic Restriction; Washington Drive and Tyler Street

Attachment III: Area Map of Proposed Through Truck Traffic Restriction; Payne Street, Church Street and Courtland Drive

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, FCDOT



**RESOLUTION**

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
THROUGH TRUCK TRAFFIC RESTRICTION  
WASHINGTON DRIVE, TYLER STREET, PAYNE STREET  
CHURCH STREET AND COURTLAND DRIVE  
MASON DISTRICT

**WHEREAS**, the residents who live along Washington Drive, Tyler Street, Payne Street, Church Street and Courtland Drive have expressed concerns regarding the negative impacts associated with through truck traffic on these roads; and

**WHEREAS**, a reasonable alternate route has been identified for Washington Drive and Tyler Street starting at Washington Drive and Leesburg Pike to the intersection of Leesburg Pike and Columbia Pike, and to the intersection of Columbia Pike and Tyler Street; and a reasonable alternate route has been identified for Payne Street, Church Street and Courtland Drive starting at the intersection of Payne Street and Leesburg Pike to the intersection of Leesburg Pike and Columbia Pike, and to the intersection of Columbia Pike and Courtland Drive; and

**WHEREAS**, it is the intent of the Fairfax County Board of Supervisors to ensure that the proposed through truck restriction be enforced by the Fairfax County Police Department; and

**WHEREAS**, a public hearing was held pursuant to Section 46.2-809 of the *Code of Virginia*;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Fairfax County, Virginia, has determined that in order to promote the health, safety, and general welfare of the citizens of Fairfax County, it is beneficial to prohibit through truck traffic on Washington Drive and Tyler Street, and on Payne Street, Church Street and Courtland Drive; between Leesburg Pike and Columbia Pike, as part of the County's Residential Traffic Administration Program (RTAP).

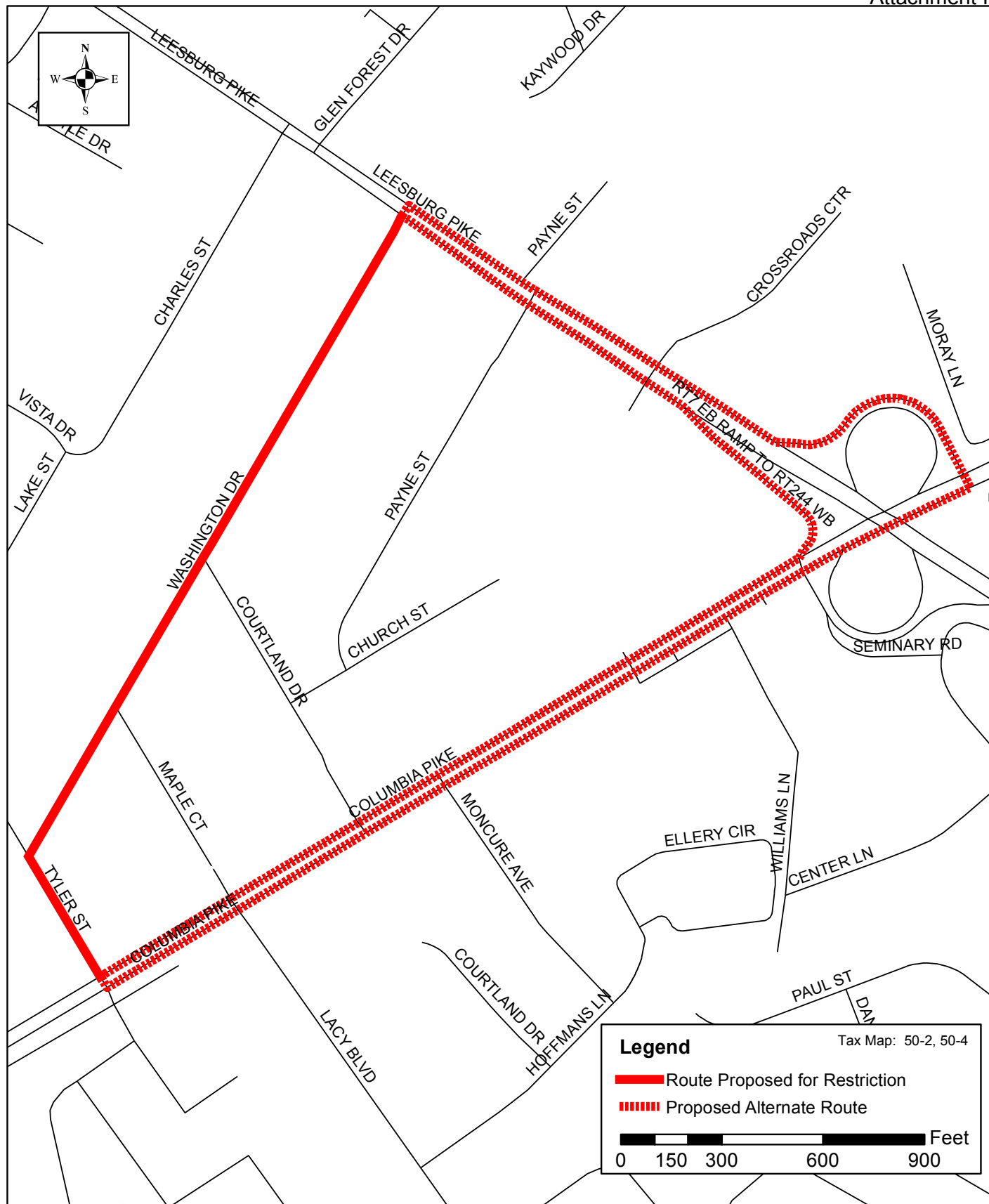
**FURTHER BE IT RESOLVED**, that the Commonwealth Transportation Board is hereby formally requested to take necessary steps to enact this prohibition.

**ADOPTED** this 18th day of October, 2016.

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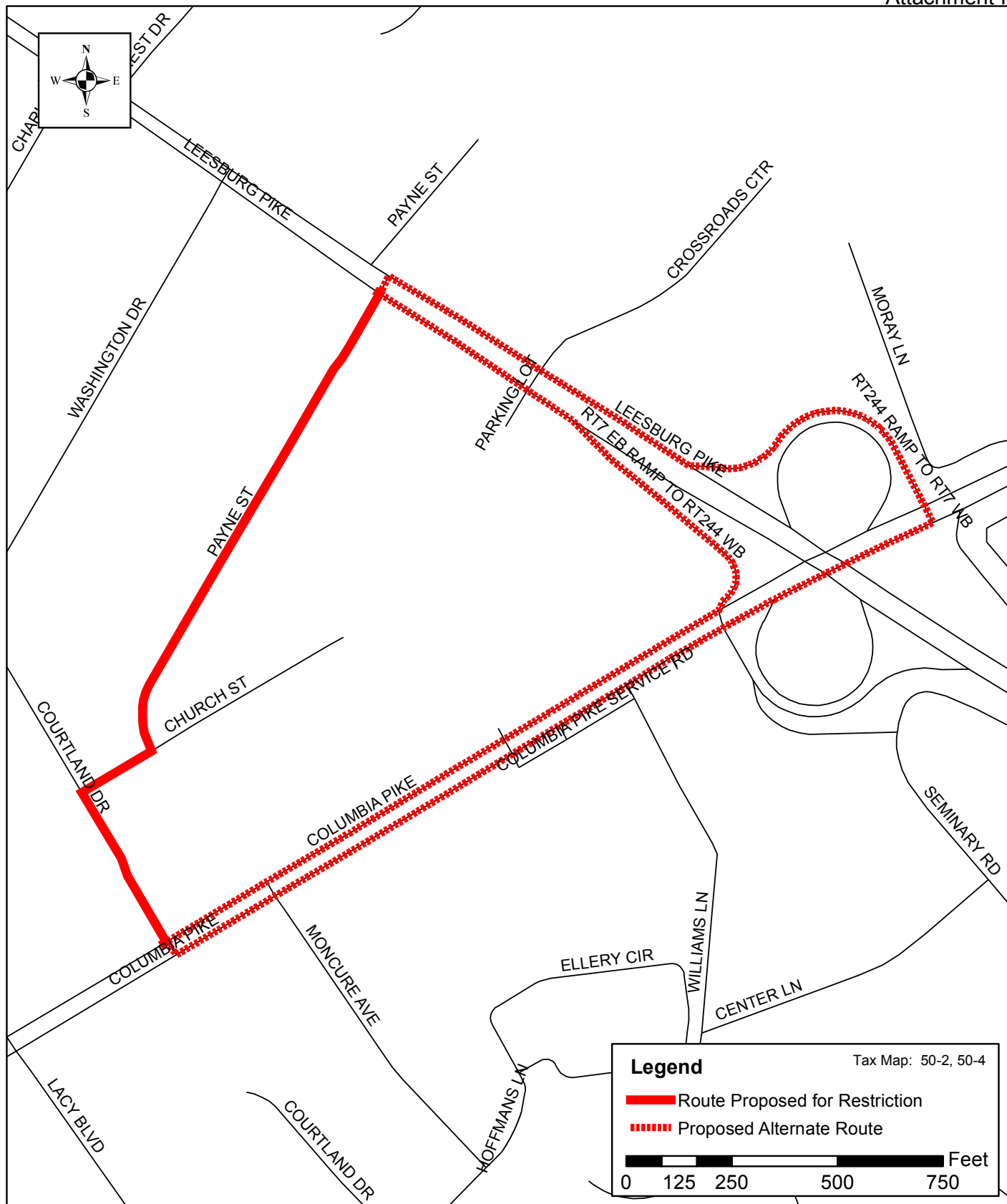
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Catherine A. Chianese, Clerk to  
the Board of Supervisors



**Fairfax County Department of Transportation  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
PROPOSED THROUGH TRUCK RESTRICTION  
WASHINGTON DRIVE & TYLER STREET  
Mason District**





**Fairfax County Department of Transportation**  
**RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)**  
**PROPOSED THROUGH TRUCK RESTRICTION**  
**PAYNE STREET, COURTLAND DRIVE,**  
**& CHURCH STREET**  
**Mason District**



ADMINISTRATIVE – 7

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Virginia Department of Criminal Justice Services to Support Underserved Victim Populations in Fairfax County

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department to apply for and accept grant funding, if received, from the Virginia Department of Criminal Justice Services in the amount of \$99,905, including \$19,981 in Local Cash Match. Funding will support 1/1.0 FTE Probation Counselor III grant position in the Victim Services Section to specialize in underserved victims in the Hispanic community, as well as required equipment, supplies and training. The grant period is October 1, 2016 to September 30, 2017. The state has committed to a minimum of a second year of funding with the possibility of additional renewals. 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 authorize the Police Department to apply for and accept grant funding, if received, from the Virginia Department of Criminal Justice Services in the amount of \$99,905, including \$19,981 in Local Cash Match. Funding will support 1/1.0 FTE Probation Counselor III grant position in the Victim Services Section to specialize in underserved victims in the Hispanic community, as well as required equipment, supplies and training.

TIMING:

Board action is requested on September 20, 2016. Due to an application deadline of July 31, 2016, 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 Virginia Department of Criminal Justice Services is providing grant awards for the primary purpose to increase access to culturally appropriate direct victim services for unserved/underserved victims of crime. This grant will support 1/1.0 FTE Probation

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Counselor III grant position in VSS who will exclusively respond to the needs of Hispanic victims of crime.

Fairfax County has a significant Hispanic population who are often victims of crime and at times are afraid to report crimes. The grant funded VSS position will support victims and witnesses of underserved Hispanic clientele through advocacy as well as direct services. The Victim Services Specialist will be available on an on-call basis, 24 hours a day and provide specialized services designed to meet the unique needs of these clients, such as on-scene crisis stabilization counseling, community and emergency personnel briefings, critical incident response, judicial advocacy, court accompaniment, case management, follow-up services, and information and referral. The bi-lingual specialist will be working full-time with underserved Hispanic clients that need an understanding, comforting and professional presence for victims and witnesses. This VSS position will help bridge the cultural gap between the justice system and the Hispanic community.

FISCAL IMPACT:

Grant funding in the amount of \$99,905, including \$19,981 in Local Cash Match is being requested to support 1/1.0 FTE Probation Counselor III grant position in the Victim Services Section to specialize in underserved victims in the Hispanic community, as well as required equipment, supplies and training. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. The required Local Cash Match is available from the Local Cash Match reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

There is 1/1.0 FTE new Probation Counselor III grant position associated with this award. The County is under no obligation to continue funding this position when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

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

## GRANT TO ASSIST UNDERSERVED VICTIMS OF CRIME IN THE HISPANIC COMMUNITY IN FAIRFAX COUNTY

### SUMMARY OF GRANT PROPOSAL

Please note, the actual grant application is completed online; therefore, this summary has been provided detailing the specifics of the application.

<b>Grant Title:</b>	2017 VOCA New Initiative Grant
<b>Funding Agency:</b>	Virginia Department of Criminal Justice Services
<b>Applicant:</b>	Fairfax County Police Department
<b>Purpose of Grant:</b>	To improve the quality of public criminal justice services offered to residents who have long suffered in silence from the effects of crime in the Hispanic community. This grant will concentrate on assisting underserved victims of sexual and domestic violence, child sexual abuse, robbery, survivors of homicide and other violent crimes to ensure they understand the legal process and get the help they need. A dedicated position along with outreach efforts will help bridge the language and cultural gaps that exist between the County's Hispanic population and the community at large.
<b>Funding Amount:</b>	Total funding of \$99,905, including \$19,981 in Local Cash Match.
<b>Proposed Use of Funds:</b>	Funding will support 1/1.0 FTE Probation Counselor III grant position in the Victims Services Section of the Police Department, as well as required equipment, supplies and training.
<b>Target Population:</b>	Members of the underserved Hispanic Community in Fairfax County who have been victims of crime.
<b>Performance Measures:</b>	The number of Hispanic victims assisted during a single year. The goal is to assist at least 350 victims during the grant period.
<b>Grant Period:</b>	October 1, 2016 to September 30, 2017. The state has committed to a minimum of a second year of funding with the possibility of additional renewals.

ADMINISTRATIVE - 8

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Department of Health and Human Services for Supplemental Funding Associated with the Head Start, Early Head Start and Early Head Start Child Care Partnership and Expansion Grants

ISSUE:

Board of Supervisors authorization is requested for the Department of Family Services to apply for and accept grant funding, if received, from the Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the amount of \$179,669, including \$26,810 in Local Cash Match. Funding is specifically being provided by the grantor to support a cost of living adjustment of 1.8 percent and to offset higher operating costs for the Head Start, Early Head Start, and Early Head Start Child Care Partnership and Expansion grants. The grant period is July 1, 2016 to June 30, 2017. The total required non-federal resources will be met through a combination of Local Cash Match and In-Kind Resources. The table below details funding for each grant:

<b>Grant</b>	<b>Federal Funding</b>	<b>Local Cash Match</b>	<b>Total New Funding</b>	<b>In-Kind Resources</b>	<b>Total Application</b>
Head Start	\$76,813	\$12,219	\$89,032	\$6,984	\$96,016
Early Head Start	\$62,239	\$11,645	\$73,884	\$3,915	\$77,799
Early Head Start Child Care Partnership/Expansion	\$13,807	\$2,946	\$16,753	\$506	\$17,259
<b>Total</b>	<b>\$152,859</b>	<b>\$26,810</b>	<b>\$179,669</b>	<b>\$11,405</b>	<b>\$191,074</b>

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 grant funding, if received, from the Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the amount of \$179,669, including \$26,810 in Local Cash Match. Funding is specifically being provided to support a cost of living adjustment for the Head Start, Early Head Start, and Early Head Start Child Care Partnership and Expansion grants. Grant funding currently supports 68/66.0 FTE grant positions. No new grant positions are being requested with this funding.

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TIMING:

Board action is requested on September 20, 2016. The application associated with the Early Head Start Child Care Partnership and Expansion grant was due on June 15, 2016 and the application associated with the Head Start and Early Head Start grants was due on July 31, 2016. The Department of Family Services submitted the applications in accordance with Board policy for supplemental awards. However, the grantor has indicated that before funding is awarded, the Board of Supervisors must formally approve the applications; therefore, this Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the applications will be immediately withdrawn.

BACKGROUND:

On December 18, 2015, President Obama signed Public Law 114-113, Consolidated Appropriations Act, 2016, which contains an increase of approximately \$570 million for programs under the Head Start Act for Fiscal Year 2016. Funding will support a cost of living adjustment of 1.8 percent to assist grantees in increasing staff salaries and fringe benefits and to offset higher operating costs.

Head Start and Early Head Start are national child and family development programs that provide quality early childhood education and comprehensive family support services to income eligible families with children birth to five years of age. The Head Start grant serves 434 children and their families and Early Head Start grant serves 244 children birth to three years of age, as well as pregnant mothers.

The Department of Family Services, Office for Children was awarded a combined Early Head Start Child Care Partnership and Expansion grant to serve 56 infants and toddlers, and their families, by establishing new partnerships with family child care providers and expanding the existing EHS center-based option at the Gum Springs Glen Early Head Start program.

FISCAL IMPACT:

Grant funding in the amount of \$179,669, including \$26,810 in Local Cash Match is being requested to support a cost of living adjustment for the Head Start, Early Head Start, and Early Head Start Child Care Partnership and Expansion grants. The total required non-federal resources will be met through a combination of Local Cash Match and In-Kind Resources. The Local Cash Match requirement of \$26,810 is available in the Local Cash Match reserve for unanticipated grant awards. It should be noted that including the in-kind resources of \$11,405, total funding for this program is \$191,074.



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This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2017. This grant does allow the recovery of indirect costs; however because this funding opportunity is highly competitive, the Department of Family Services has elected to omit inclusion of indirect costs to maximize the proposal's competitive position.

CREATION OF NEW POSITIONS:

Grant funding currently supports 68/66.0 FTE grant positions. No new grant positions are being requested with this funding. The County has no obligation to continue funding the existing positions if grant funding ends.

ENCLOSED DOCUMENTS:

Attachment 1: Head Start and Early Head Start Application

Attachment 2: Early Head Start Child Care Partnership and Expansion Application

STAFF:

Patricia D. Harrison, Deputy County Executive

Nannette M. Bowler, Director, Department of Family Services

Anne-Marie D. Twohie, Director, Office for Children, Department of Family Services

## Attachment 1

OMB Number: 4040-0004  
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> Increase Award <b>* Other (Specify):</b>		
<b>* 3. Date Received:</b> 03CH010411		
<b>4. Applicant Identifier:</b> 03CH010411		
<b>5a. Federal Entity Identifier:</b> N/A		<b>5b. Federal Award Identifier:</b> 03CH010411
<b>State Use Only:</b>		
<b>6. Date Received by State:</b>		<b>7. State Application Identifier:</b>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> FAIRFAX COUNTY VIRGINIA		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 540787833		<b>* c. Organizational DUNS:</b> 074837626
<b>d. Address:</b>		
<b>* Street1:</b> 13011 Government Center Pkwy		
<b>Street2:</b> Ste 903		
<b>* City:</b> Fairfax		
<b>County/Parish:</b> Fairfax County		
<b>* State:</b> VA: Virginia		
<b>Province:</b>		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 22035-1100		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> DEPARTMENT OF FAMILY SERVICES		<b>Division Name:</b> OFC-HEADSTART&EARLY HEADSTART
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b>		<b>* First Name:</b> JENNIFER
<b>Middle Name:</b>		
<b>* Last Name:</b> BRANCH		
<b>Suffix:</b>		
<b>Title:</b> HEAD START DIVISION DIRECTOR		
<b>Organizational Affiliation:</b>		
<b>* Telephone Number:</b> (703) 324-8087		<b>Fax Number:</b> (703) 324-8200
<b>* Email:</b> JENNIFER.BRANCH@FAIRFAXCOUNTY.GOV		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

ACF-Head Start

**11. Catalog of Federal Domestic Assistance Number:**

93.600

**CFDA Title:**

Head Start

**\* 12. Funding Opportunity Number:**

eGrants-N/A

**\* Title:**

N/A

**13. Competition Identification Number:**

Not Applicable

**Title:**

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

FAIRFAX COUNTY INCLUDING THE CITIES OF FALL

**\* 15. Descriptive Title of Applicant's Project:**

BIRTH TO FIVE HEAD START AND EARLY HEAD START

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

VA-008

b. Program/Project

VA-008, VA-010, VA-011

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

07/01/2016

\* b. End Date:

06/30/2017

**18. Estimated Funding (\$):**

\* a. Federal

139,052

\* b. Applicant

34,763

\* c. State

\* d. Local

\* e. Other

0

\* f. Program Income

\* g. TOTAL

173,815

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

Ms.

\* First Name:

Sharon

Middle Name:

E

\* Last Name:

Bulova

Suffix:

\* Title:

Chairman, Board of Supervisors

\* Telephone Number:

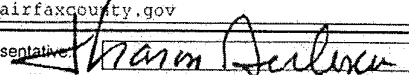
(703) 324-2321

Fax Number:

\* Email:

SHARON.BULOVA@fairfaxcounty.gov

\* Signature of Authorized Representative:



\* Date Signed:

8/25/16

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): <input type="text" value="Increase Award"/>		
* Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		4. Applicant Identifier: <input type="text" value="03HP0003"/>
5a. Federal Entity Identifier: <input type="text" value="N/A"/>		5b. Federal Award Identifier: <input type="text" value="03HP0003"/>
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="FAIRFAX COUNTY VIRGINIA"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="54-0787833"/>		* c. Organizational DUNS: <input type="text" value="074837626"/>
<b>d. Address:</b>		
* Street1: <input type="text" value="12000 Government Center Pkwy"/>		
Street2: <input type="text"/>		
* City: <input type="text" value="Fairfax"/>		
County/Parish: <input type="text" value="Fairfax County"/>		
* State: <input type="text" value="VA: Virginia"/>		
Province: <input type="text"/>		
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: <input type="text" value="22035-0002"/>		
<b>e. Organizational Unit:</b>		
Department Name: <input type="text" value="Department of Family Services"/>		Division Name: <input type="text" value="OFC- Head Start &amp; Early Head S"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Jennifer"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Branch"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="Head Start Division Director"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="(703) 324-8087"/>		Fax Number: <input type="text" value="(703) 324-8200"/>
* Email: <input type="text" value="jennifer.branch@fairfaxcounty.gov"/>		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

ACE-Head Start

**11. Catalog of Federal Domestic Assistance Number:**

93.600

**CFDA Title:**

Head Start

**\* 12. Funding Opportunity Number:**

eGrants-N/A

**\* Title:**

N/A

**13. Competition Identification Number:**

Not Applicable

**Title:**

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

1. FAIRFAX COUNTY 2. CITY OF FALLS CHURCH 3

**\* 15. Descriptive Title of Applicant's Project:**

Early Head Start- Child Care Partnership and Expansion - Virginia (Fairfax County)

Attach supporting documents as specified in agency instructions.

# Application for Federal Assistance SF-424

## 16. Congressional Districts Of:

\* a. Applicant

VA-008

b. Program/Project

VA-008, VA-010, VA-011

Attach an additional list of Program/Project Congressional Districts if needed.

## 17. Proposed Project:

\* a. Start Date:

07/01/2016

\* b. End Date:

06/30/2017

## 18. Estimated Funding (\$):

\* a. Federal

13,807

\* b. Applicant

3,452

\* c. State

\* d. Local

\* e. Other

0

\* f. Program Income

\* g. TOTAL

17,259

## \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

## \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐

Yes

☒

No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

## Authorized Representative:

Prefix:

Ms.

\* First Name:

Sharon

Middle Name:

\* Last Name:

Bulova

Suffix:

\* Title:

Chairman, Board of Supervisors

\* Telephone Number:

(703) 324-2321

Fax Number:

\* Email:

sharon.bulova@fairfaxcounty.gov

\* Signature of Authorized Representative:

Sharon Bulova

Date Signed:

May 14, 2016

ADMINISTRATIVE – 9

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Birch Street Sidewalk Improvements (Dranesville District)

ISSUE:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Birch Street Sidewalk Improvements in Project ST-000003, Pedestrian Task Force Recommendations, in Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 18, 2016, at 4:30 p.m.

TIMING:

Board action is requested on September 20, 2016, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:

This project consists of sidewalk improvements and storm drainage upgrades along Birch Street and Grove Avenue. Improvements include the installation of approximately 500 linear feet of 5' wide concrete sidewalk, curb and gutter, pedestrian curb ramps, utility relocation, minor grading, and driveway reconstruction along Birch Street from the Falls Church City limit to Grove Avenue. Storm drainage improvements along Birch Street include drainage pipe and inlet installation. The storm drainage system will be extended from Birch Street, south along Grove Avenue, to connect to the existing storm drainage system.

Land rights for these improvements are required on seven (7) properties, five (5) of which have been acquired by the Land Acquisition Division. The construction of this project requires the acquisition Deeds of Dedication, a Sidewalk Easement, a Storm Drainage Easement, and Grading Agreement and Temporary Construction Easements.



Negotiations are in progress with the remaining affected property owners; however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:

Funding is available in for the Birch Street Sidewalk in ST-000003, Pedestrian Task Force Recommendations, Fund 40010, County and Regional Transportation Projects. This project is included in the Adopted FY2017 - FY2021 Capital Improvement Program (with future Fiscal Years to FY2026). No additional funding is being requested from the Board.

CREATION OF NEW POSITIONS:

There are no new positions associated with acquiring these land rights.

ENCLOSED DOCUMENTS:

Attachment A - Project Location Map  
Attachment B - Listing of Affected Properties

STAFF:

Robert A. Stalzer, Deputy County Executive  
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)  
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

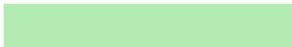


**BIRCH STREET SIDEWALK IMPROVEMENTS**

Tax Map: 40-4      Project ST 000003-048      Dranesville District      Scale: Not to Scale

Affected Properties:

Proposed Improvements:



ATTACHMENT B

LISTING OF AFFECTED PROPERTIES  
Project ST-000003-048  
Birch Street Sidewalk Improvements  
(Dranesville District)

LEGAL PROPERTY OWNER(S)

- |  |                   |
|--|-------------------|
| 1. Whitney A. Stuart and<br>Thomas M. Herd | 040-4-19-I-0007-A |
|--|-------------------|

Address:  
6952 Birch Street  
Falls Church, VA 22046

- |   |                   |
|---|-------------------|
| 2. Robert F. Sheahan and<br>Linda E. Donath-Sheahan | 040-4-19-I-0013-A |
|---|-------------------|

Address:  
6942 Birch Street  
Falls Church, VA 22046

Board Agenda Item  
September 20, 2016

ADMINISTRATIVE – 10

Streets into the Secondary System (Dranesville, Mason, Mount Vernon, and Providence 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.

<b><u>Subdivision</u></b>	<b><u>District</u></b>	<b><u>Street</u></b>
Mackall Farms	Dranesville	Mackall Farms Lane
		Georgetown Pike (Route 193) (Supplemental Right-of-Way Only)
Woodland Way Estates	Mason	Woodland Estates Way
Laurel Hill Landbay C, Section 1	Mt. Vernon	Western Hemlock Way (Western Loop)
		Western Hemlock Way (Eastern Loop)
		American Holly Road
		Wild Prairie Rose Way (Western Loop)
		Wild Prairie Rose Way (Eastern Loop)
		Mistletoe Lane
		Native Violet Drive

Board Agenda Item  
September 20, 2016

<b><u>Subdivision</u></b>	<b><u>District</u></b>	<b><u>Street</u></b>
Laurel Hill Landbay C, Section 2	Mt. Vernon	Western Hemlock Way
		Wild Prairie Rose Way
		Pasquel Flower Place
		Mistletoe Lane
		California Poppy Lane
Lee-Hi Industrial Park (Square 1400-Dorr Avenue Extension)	Providence	Dorr Avenue
		Prosperity Avenue (Route 6066) (Supplemental Right-of-Way Only)

**TIMING:**  
Routine.

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

**FISCAL IMPACT:**  
None.

**ENCLOSED DOCUMENTS:**  
Attachment 1 – Street Acceptance Forms

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

# 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:** 25461-SD-001

**SUBDIVISION PLAT NAME:** Mackall Farms

**COUNTY MAGISTERIAL DISTRICT:** Dranesville

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

**BY:** Nadia Alphonse

**FOR OFFICIAL USE ONLY**

**DATE OF VDOT INSPECTION APPROVAL:** 06/07/2016

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Mackall Farms Lane	CL Georgetown Pike (Route 193) - 300' SE CL Mackall Avenue (Route 1049)	915' S to Beginning of Temporary Turnaround Easement	0.17
Georgetown Pike (Route 193) (Supplemental Right-of-Way Only)	Intersection with CL Mackall Avenue (Route 1049)	552' SE to End of Dedication	0.0

**NOTES:**

Mackall Farms Lane: 5' Concrete Sidewalk on West Side to be maintained by VDOT.

Georgetown Pike: 5' Concrete Sidewalk on South Side to be maintained by VDOT.

**TOTALS:** 0.17

# 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:** 427-SD-01

**SUBDIVISION PLAT NAME:** Woodland Way Estates

**COUNTY MAGISTERIAL DISTRICT:** Mason

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

**BY:** *Nadia Alphonse*

**FOR OFFICIAL USE ONLY**

**DATE OF VDOT INSPECTION APPROVAL:** 06/23/2016

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Woodland Estates Way	CL Woodland Drive (Route 822) - 311' E CL Backlick Woods Court (Route 8409)	569' N to End of Cul-de-Sac	0.11
<b>NOTES:</b>			
Woodland Estates Way: 4' Concrete Sidewalk on West Side to be maintained by VDOT.			<b>TOTALS:</b> 0.11

# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b> 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.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b> REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		<b>PLAN NUMBER:</b> 1183-SD-02	
		<b>SUBDIVISION PLAT NAME:</b> Laurel Hill Landbay C, Section 1	
		<b>COUNTY MAGISTERIAL DISTRICT:</b> Mount Vernon	
<b>ENGINEERING MANAGER:</b> Imad Salous, P.E. <b>BY:</b> <u>Nadia Alphonse</u>		<b>FOR OFFICIAL USE ONLY</b> <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>05/25/2016</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Western Hemlock Way (Western Loop)	CL Laurel Crest Drive (Route 1914) - 840' NE CL Silverbrook Road (Route 600)	288' N to Section Line	0.05
Western Hemlock Way (Eastern Loop)	CL Laurel Crest Drive (Route 1914) - 805' SE CL Western Hemlock Way (Western Loop)	331' N to Section Line	0.06
American Holly Road	CL Western Hemlock Way (Western Loop)	2,482' E/NE to End of Cul-de-Sac	0.47
Wild Prairie Rose Way (Western Loop) Wild Prairie Rose Way (Eastern Loop)	CL American Holly Road-230' E CL Western Hemlock Way CL American Holly Road-583' E CL Western Hemlock Way	143' N to Section Line (0.03) 136' N to Section Line (0.03)	0.06
Mistletoe Lane	CL American Holly Road - 991' E/NE CL Western Hemlock Way (Eastern Loop)	380' W to Section Line	0.07
Native Violet Drive	Existing Native Violet Drive (Route 10416) - 182' NW CL Bitterroot Court (10429)	197' N to Section Line	0.04
<b>TOTALS:</b>			0.75

<b>NOTES:</b>	
Western Hemlock Way: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
American Holly Way: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
Wild Prairie Rose Way: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
Mistletoe Lane: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
Native Violet Drive: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	



# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b>  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.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b>  REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		<b>PLAN NUMBER:</b> 1183-SD-06	
		<b>SUBDIVISION PLAT NAME:</b> Laurel Hill Landbay C, Section 2	
		<b>COUNTY MAGISTERIAL DISTRICT:</b> Mount Vernon	
<b>ENGINEERING MANAGER:</b> Imad Salous, P.E.  <b>BY:</b> <u>Nadia Riphon</u>		<b>FOR OFFICIAL USE ONLY</b>  <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>05/25/2016</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Western Hemlock Way	Existing Western Hemlock Way - 89' N CL American Holly Road	2,169' Loop (N/E/S) to Existing Western Hemlock Way	0.41
Wild Prairie Rose Way	Existing Wild Prairie Rose Way - 143' N CL American Holly Road	882' Loop (N/E/S) to Existing American Holly Road	0.17
Pasquel Flower Place	CL Western Hemlock Way - 264' NW CL American Holly Road	569' E to End of Cul-de-Sac	0.11
Mistletoe Lane	CL Western Hemlock Way - 264' N CL American Holly Road	432' E to Existing Mistletoe Lane	0.08
California Poppy Lane	CL Mistletoe Lane - 299' E CL Western Hemlock Way	611' N to CL Pasquel Flower Place	0.12
<b>TOTALS:</b>			0.89

<b>NOTES:</b>	
Western Hemlock Way: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
Wild Prairie Rose Way: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
Pasquel Flower Place: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
Mistletoe Lane: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	
California Poppy Lane: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.	

# 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:** Adia 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:** 7813-SP-004

**SUBDIVISION PLAT NAME:** Lee-Hi Industrial Park (Square 1400 - Dorr Avenue Extension)

**COUNTY MAGISTERIAL DISTRICT:** Providence

**FOR OFFICIAL USE ONLY**

**DATE OF VDOT INSPECTION APPROVAL:** 06/21/2016

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Dorr Avenue	Existing Dorr Avenue (Route 4605) - 687' N CL Merrifield Avenue (Route 4606)	402' NW to CL Prosperity Avenue (Route 6066)	0.08
Prosperity Avenue (Route 6066) (Supplemental Right-of-Way Only)	1,931' W CL Gallows Road (Route 650)	193' W to End of Dedication	0.0

**NOTES:**

Dorr Avenue: 6' Concrete Sidewalk on East Side to be maintained by VDOT.

Prosperity Avenue: 6' Concrete Sidewalk on South Side to be maintained by VDOT.

**TOTALS:** 0.08

ADMINISTRATIVE - 11

Authorization to Advertise a Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Hunter Mill District)

ISSUE:

Board of Supervisors' authorization to advertise a Public Hearing for the 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, October 18, 2016, 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 of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Small District Within Hunter Mill District (Equus Court Area)	Create	Refuse, Recycling, & Vacuum Leaf	Approve

TIMING:

Board of Supervisors' authorization to advertise on September 20, 2016, is required for a Public Hearing to be held on October 18, 2016, 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.

Board Agenda Item  
September 20, 2016

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 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 January 2017.

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)

## SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling and/or leaf collection service:

1. Create Small District within Hunter Mill District for the purpose of providing County Refuse, Recycling and Vacuum Leaf Collection Service to the Equus Court Area.

DATA SHEET  
Create  
Small District  
Within the Hunter Mill District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Equus Court area.

- Petition requesting service received July 27, 2016.
- Petition Area: 80 Properties.
- 51 Property Owners in favor.
- 16 property owners opposed.
- 13 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 January 1, 2017.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION  
A RESOLUTION AND A PUBLIC HEARING THEREON

TO CREATE  
SMALL DISTRICT  
WITHIN HUNTER MILL 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 20<sup>th</sup> day of September, 2016, it was proposed by said Board to adopt a resolution to create a local district known as Small District within Hunter Mill District to include Equus Court area for the purpose of providing for refuse/recycling and vacuum leaf collection to be effective January 1, 2017, 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  
October 18, 2016  
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 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 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 within Hunter Mill District, Fairfax County, Virginia, which said creation of the local sanitary district shall be described as follows:

The creation of Small District within Hunter Mill District to include Equus Court 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 within Hunter Mill District is hereby created to wit:

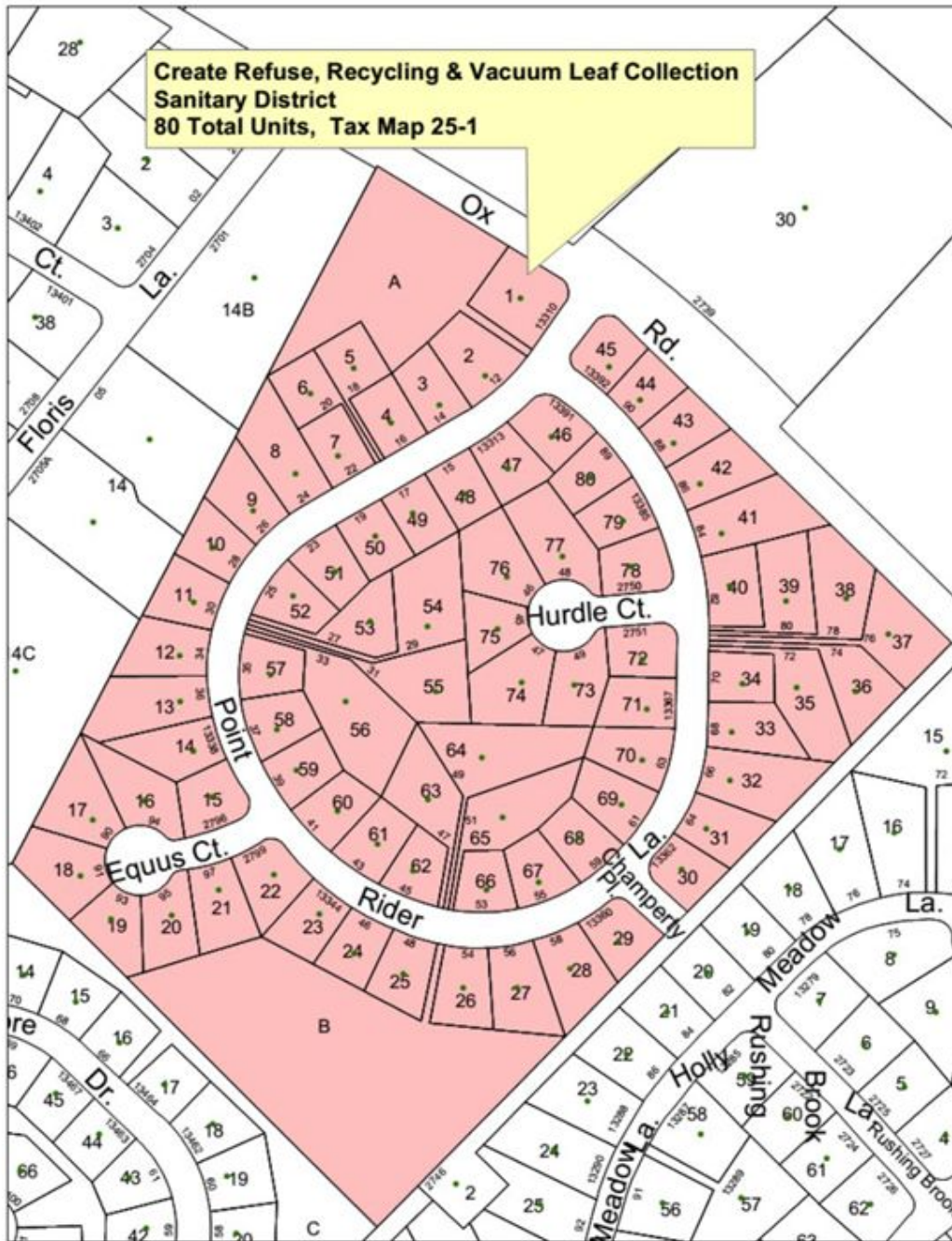
To provide refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of September, 2016

---

Catherine A. Chianese  
Clerk to the Board





25-1

EQUUS COURT AREA

ADMINISTRATIVE - 12

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, October 18, 2016 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 De-creation/ Re-creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Small District 1 Within Mount Vernon District (Culver Place Area)	De-create/ Re-create & Vacuum Leaf	Refuse, Recycling,	Approve

TIMING:

Board of Supervisors' authorization to advertise on September 20, 2016, is required for a Public Hearing to be held on October 18, 2016, 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

Board Agenda Item  
September 20, 2016

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 January 2017.

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)

## 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 Culver Place area.

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 Culver Place area.

- Petition requesting service received November 20, 2015.
- Petition Area: 82 Properties.
- 47 Property Owners in favor.
- 19 property owners opposed.
- 16 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 January 1, 2017.

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 20<sup>th</sup> day of September, 2016, 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 Culver Place area for the purpose of providing for refuse/recycling and vacuum leaf collection to be effective January 1, 2017, 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  
October 18, 2016  
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 Culver Place 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:

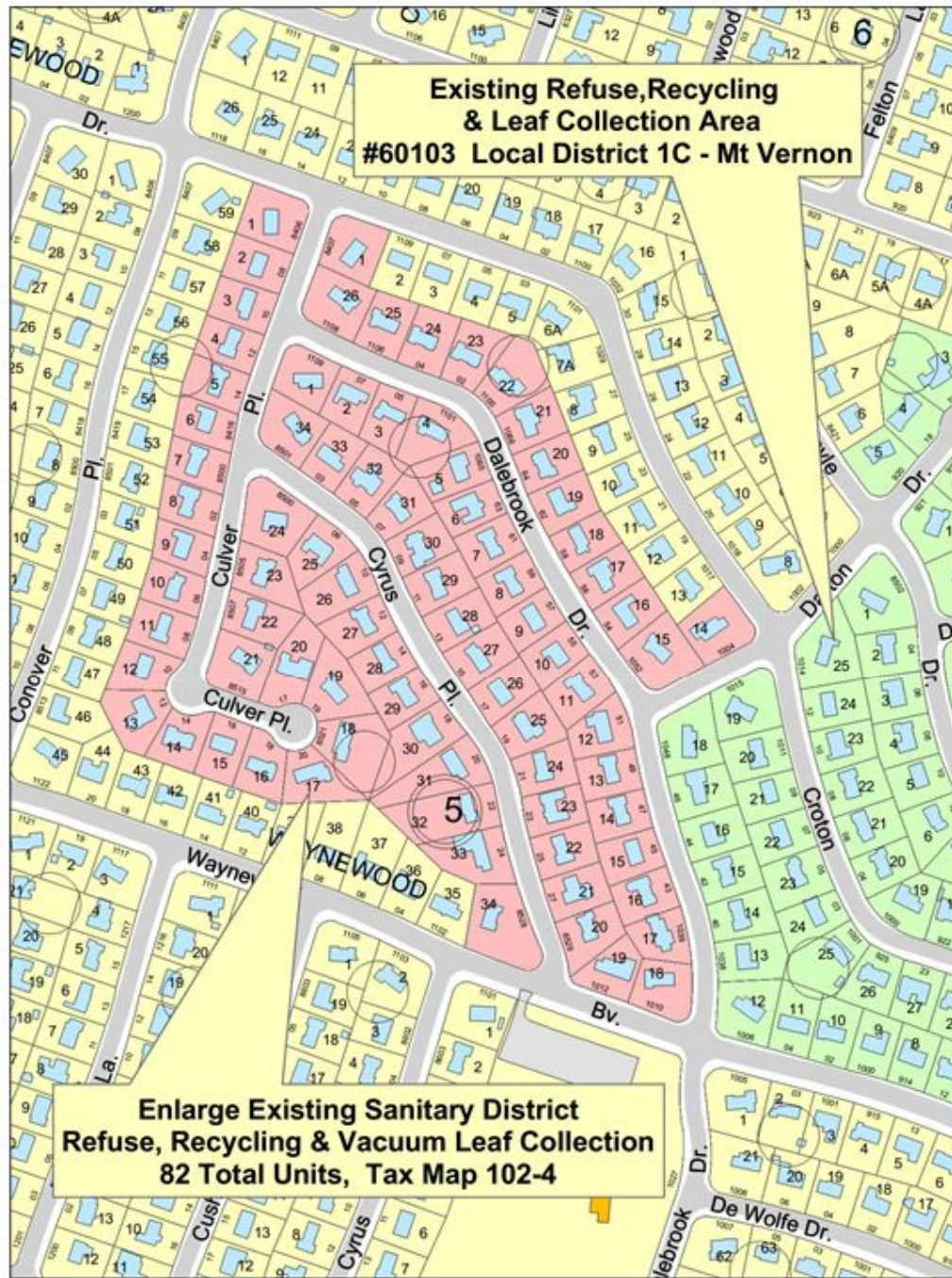
To provide refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of September, 2016

---

Catherine A. Chianese  
Clerk to the Board





102-4

Culver Place Area



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ADMINISTRATIVE - 13

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the McLean Ridge Temporary Residential Permit Parking District, District T5 (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 McLean Ridge Temporary Residential Permit Parking District (RPPD), District T5.

RECOMMENDATION:

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

TIMING:

The Board should take action on September 20, 2016, to advertise a public hearing for October 18, 2016, at 5:00 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.

On June 7, 2016, the board president of McLean Ridge Homeowners Association submitted a finalized request to the Providence District Magisterial Office on behalf of its members to establish a temporary RPPD. The Commons, a multi-year redevelopment project to replace 13 existing low-rise residential structures with seven high-rise residential buildings and nine acres of parkland, is currently taking place along both sides of Anderson Road, between Chain Bridge Road and Colshire Drive in Tysons. Although the construction company has provided ample onsite parking

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for the construction employees, it has been reported that a number of employees continue to park in the surrounding neighborhoods and walk to the construction site.

At the time of authorization, the completion date of The Commons redevelopment project is unknown as the construction will progress in phases. Phase one is expected to reach completion in September 2017.

Upon final completion of the redevelopment 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 \$1,200 to be paid from 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 Temporary RPPD

STAFF:

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

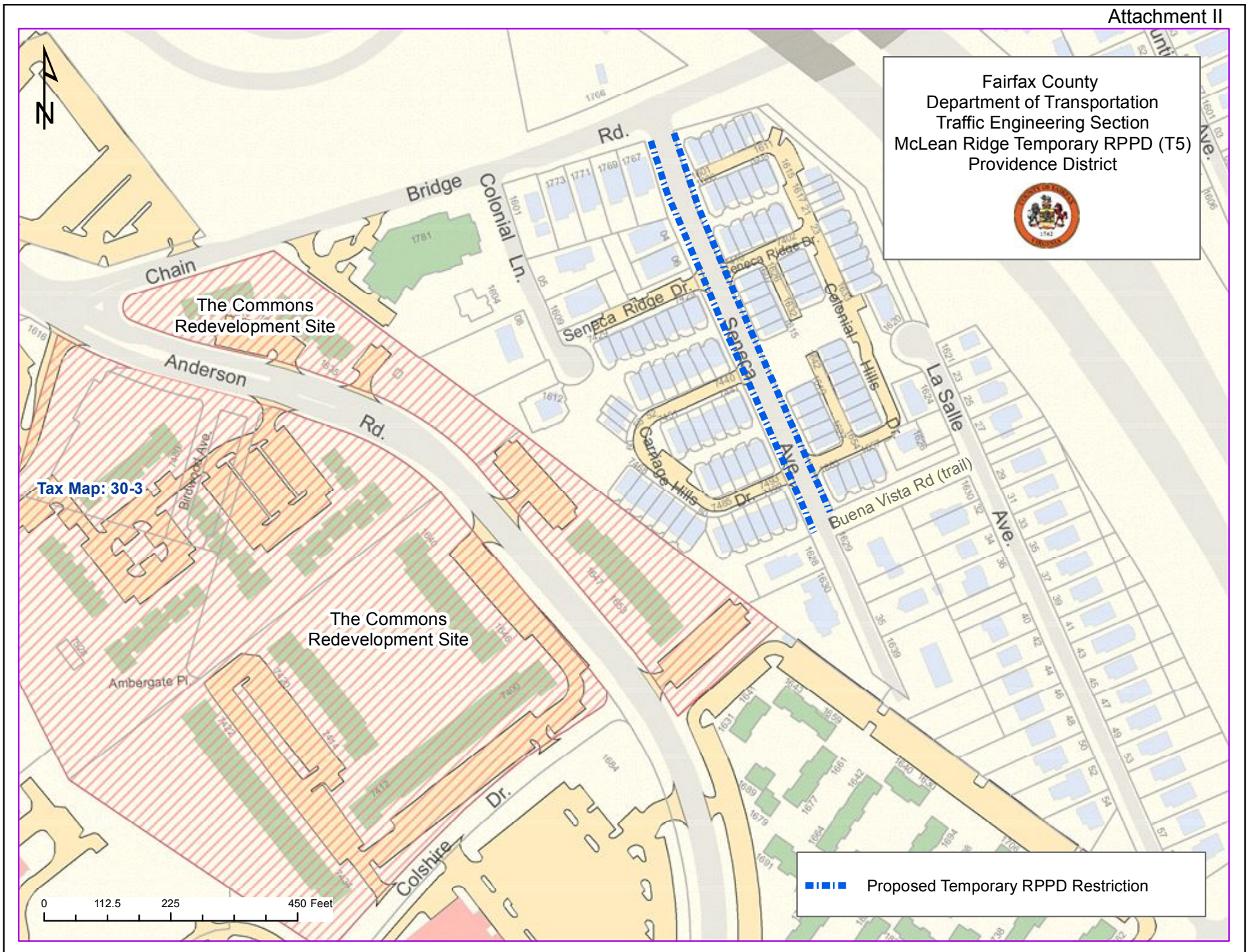
Appendix G

G-T5 McLean Ridge Temporary Residential Permit Parking District.

- (a) *Purpose and Intent.* The McLean Ridge Temporary Residential Permit Parking District is established to protect this residential area from unreasonable burdens in gaining access to their property during The Commons redevelopment project.
- (b) *District Designation.*
  - (1) The McLean Ridge Temporary Residential Permit Parking District is designated as Residential Permit Parking District T5, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the McLean Ridge Temporary Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Seneca Avenue (Route 1549):*  
From Chain Bridge Road to Buena Vista Road (trail)
- (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 McLean Ridge Temporary Residential Permit Parking District, parking is prohibited from 9:00 a.m. to 3:00 p.m., Monday - Friday, except as permitted by the provisions of Article 5A of Chapter 82.
  - (3) All permits for the McLean Ridge Temporary Residential Permit Parking District shall expire on October 31, 2017. Thereafter, all permits 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 McLean Ridge Temporary Residential Permit Parking District shall indicate the following:

NO PARKING  
9:00 a.m. - 3:00 p.m.  
Monday-Friday  
Except by Permit  
District T5



ADMINISTRATIVE - 14

Authorization to Advertise a Public Hearing to Expand the Twinbrook Community  
Parking District (Braddock District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix M of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Twinbrook Community Parking District (CPD).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 18, 2016, at 5:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to expand the Twinbrook CPD.

TIMING:

The Board of Supervisors should take action on September 20, 2016, to provide sufficient time for advertisement of the public hearing on October 18, 2016, at 5:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of watercraft; boat trailers; motor homes; camping trailers; and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 on the streets in the CPD.

No such CPD shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, (iv) restricted vehicles that are temporarily



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parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3, the Board may expand a CPD if: (1) the Board receives a petition requesting expansion and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned, or developed as a residential area, (3) the Board receives an application fee of \$10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD must contain the lesser of (i) a minimum of five block faces or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff has verified that the requirements for an expansion of a petition-based CPD have been satisfied.

The parking prohibition identified above for the CPD is proposed to be in effect seven days per week, 24 hours per day.

FISCAL IMPACT:

The cost of sign installation is estimated at \$250 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)  
Attachment II: Area Map of Proposed Twinbrook CPD

STAFF:

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

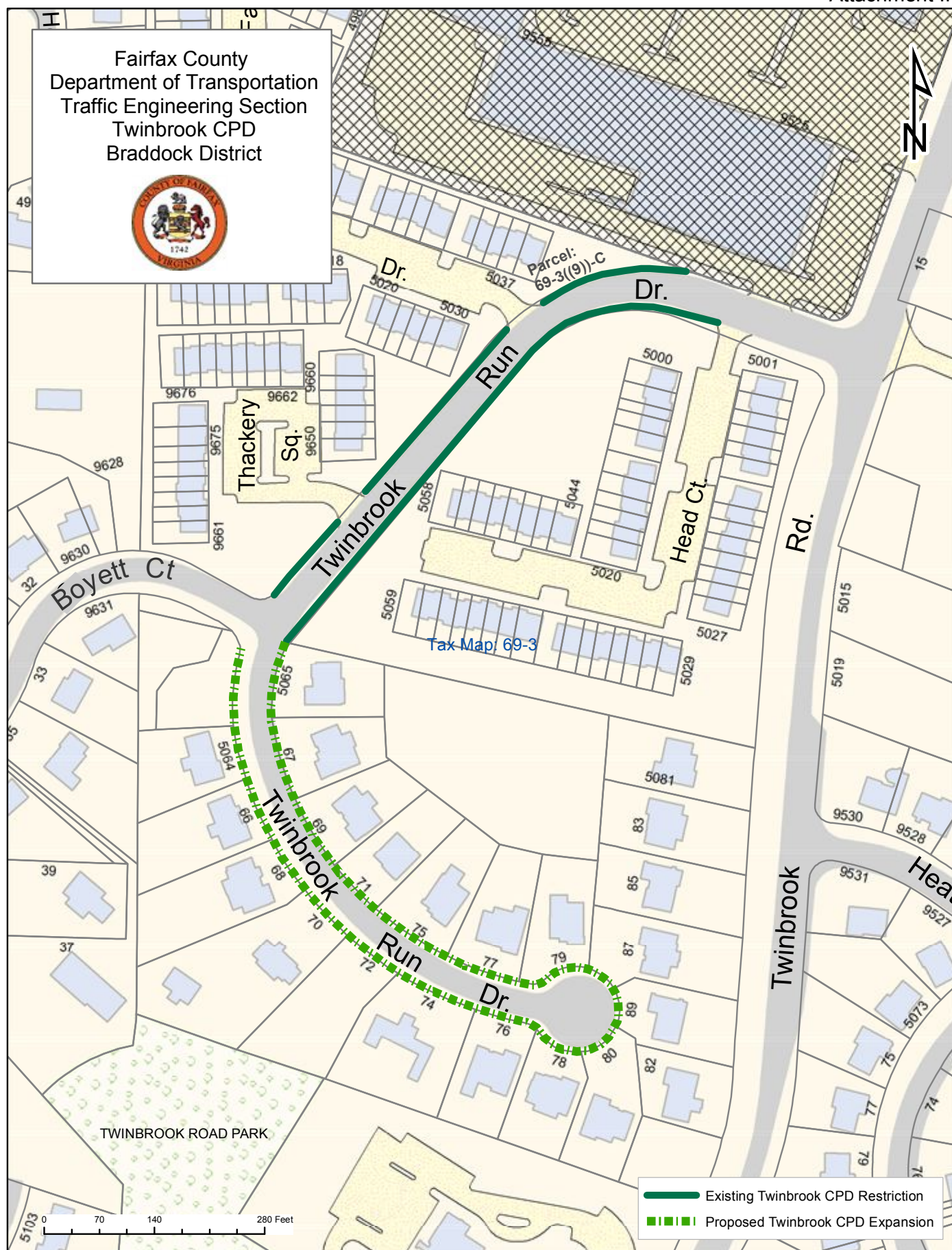
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA  
APPENDIX M

Amend *The Code of the County of Fairfax, Virginia*, by adding the following street to Appendix M-88, Section (a)(2), Twinbrook Community Parking District, in accordance with Article 5B of Chapter 82:

*Twinbrook Run Drive (Route 5628)*  
From Boyett Court south to the cul-de-sac inclusive.





ADMINISTRATIVE – 15

Supplemental Appropriation Resolution AS 17075 for the Department of Family Services to Accept Grant Funding from the Virginia Department of Criminal Justice Services for the Sexual Assault and Domestic Violence Grant Program

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 17075 in the amount of \$523,100 for the Department of Family Services (DFS) to accept grant from the Virginia Department of Criminal Justice Services. Grant funding will provide services to victims of both sexual assault and domestic violence as well as rental costs for two new crisis shelter units. In previous years, the County received funding to provide services to victims of sexual assault. This funding supported 2/1.5 FTE grant positions to increase availability of trauma-informed sexual violence treatment and outreach services in the community. The Virginia Department of Criminal Justice Services has consolidated funding to also address victims of domestic violence. As a result, the County received a significant increase in funding this year (program year 2016 funding totaled \$119,117). The additional funding will support 3/3.5 FTE new grant positions for a total of 5/5.0 FTE grant positions. Please note, the additional funding increased the FTE on an existing position from part-time to full-time. The local match requirement is being met with in-kind resources. The grant period is July 1, 2016 through June 30, 2017 with two subsequent grant periods of one-year each. In keeping with Board policy, the Department of Family Services is submitting a Board item to accept the new grant award since it is significantly different from what was anticipated in FY 2017.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 17075 in the amount of \$523,100. Funding will provide services to victims of both sexual assault and domestic violence as well as rental costs for two new crisis shelter units. Funding will continue to support 2/1.5 FTE grant positions as well as 3/3.5 FTE new grant positions for a total of 5/5.0 FTE grant positions. The local match requirement is being met with in-kind resources.

TIMING:

Board approval is requested on September 20, 2016.

BACKGROUND:

The Virginia Department of Criminal Justice Services issued guidelines for a grant award that represented a combination of the Sexual Assault Grant Program and the Victims of Crime Act Domestic Violence Grant Program. This new grant program, SADVGP, consolidated funding streams to provide and/or enhance direct services to both victims of sexual assault and domestic violence.

In previous years, the County received funding to provide services to victims of sexual assault. Under the new grant program, the County will also provide services to victims of domestic violence. A total of 5/5.0 FTE grant positions are associated with this funding. They include:

- 2/2.0 FTE grant Sexual Violence Counselor positions  
Staff will provide short-term individual and group crisis counseling services to survivors of sexual violence.
- 1/1.0 FTE grant Sexual Violence Outreach Specialist position  
Staff will serve as an advocate for victims of sexual violence; will provide education and outreach regarding sexual violence; and administers the hospital accompaniment program.
- 1/1.0 FTE grant Children's Counselor position  
Staff will provide direct therapeutic services to children and families that have been impacted by violence in their homes. Services will include assessment, crisis intervention, skills training, and case management within a trauma-informed, culturally relevant, family-focused framework.
- 1/1.0 FTE grant Victim Advocate position  
Staff will serve as an advocate for victims of domestic violence, sexual violence, and stalking; will provide short-term case management.

Lastly, funding will add two new crisis shelter units. This will increase capacity from 23 beds to 39 beds and is anticipated to serve an estimated 220 additional clients.

FISCAL IMPACT:

Grant funding in the amount of \$523,100 has been awarded from the Virginia Department of Criminal Justice Services. Funding will provide services to victims of both sexual assault and domestic violence as well as rental costs for two new crisis shelter units. The local match requirement is being met with in-kind resources. This action does not increase the expenditure level in the Federal-State Grant Fund, as

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September 20, 2016

funds are held in reserve for grant awards in FY 2017. This grant does not allow the recovery of indirect costs.

CREATION OF POSITIONS:

Funding will continue to support 2/1.5 FTE grant positions as well as 3/3.5 FTE new grant positions for a total of 5/5.0 FTE grant positions. The County is under no obligation to continue funding these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – SAR 17075  
Attachment 2 – Grant Award Letter

STAFF:

Patricia Harrison, Deputy County Executive for Human Services  
Ina G. Fernández, Director, Office for Women & Domestic and Sexual Violence Svcs.  
Dana Thompson, Fiscal Manager, Department of Administration for Human Services

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 17075**

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 September 20, 2016, 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 2017, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G6767, Department of Family Services \$523,100

Grant: 1670082-2017, Sexual Assault Grant Program

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$523,100

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Department of Criminal Justice Services, \$523,100

A Copy - Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors



# COMMONWEALTH of VIRGINIA

## Department of Criminal Justice Services

Francine C. Ecker  
Director

1100 Bank Street  
Richmond, Virginia 23219  
(804) 786-4000  
TDD (804) 786-8732

July 20, 2016

Mr. Edward Long  
County Executive  
Fairfax County  
12000 Gov't Center Parkway, 5th Floor  
Fairfax, VA 22035

**Title: Sexual Assault/Domestic Violence Grant Program**

Dear Mr. Long:

I am pleased to advise you that grant number **17-R3445SA15** for the above-referenced grant program has been approved for in the amount of \$392,325 in Federal Funds and \$130,775 in Special Funds for a total award of \$523,100.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Amia Barrows at (804) 225-4060.

Sincerely,

A handwritten signature in black ink, appearing to read "Francine C. Ecker".

Francine C. Ecker  
Director

Enclosures

cc: Ms. Gretchen Soto, Program Manager  
Ms. Maryam Ulomi, Financial Specialist  
Ms. Amia Barrows, DCJS Monitor

## Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

### Statement of Grant Award/Acceptance

Subgrantee: Fairfax County Office for Women

Date: July 20, 2016

Grant Period:

Grant Number:

From: 07/01/2016

Through: 06/30/2017

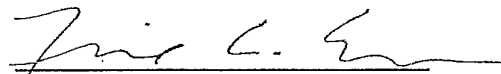
17-R3445SA15

Project Director	Project Administrator	Finance Officer
Ms. Gretchen Soto Program Manager Fairfax Co. Office for Women 12000 Gov't Center Parkway Fairfax, VA 22035  Phone: (703) 324-2285 Email: gretchen.soto@fairfaxcounty.gov	Mr. Edward Long County Executive Fairfax County 12000 Gov't Center Parkway, 5th Floor Fairfax, VA 22035  Phone: (703) 324-2536 Email: edward.long@fairfaxcounty.gov	Ms. Maryam Ulomi Financial Specialist Dept. of Administration for Human Svcs. 12011 Gov't Center Parkway Fairfax, VA 22035  Phone: (703) 324-5967 Email: Maryam.Ulomi@fairfaxcounty.gov

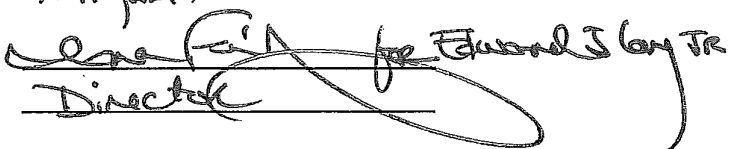
### Grant Award Budget

Budget Categories	DCJS Funds			Local	TOTALS
	Federal	General	Special		
Travel	\$216	\$0	\$72	\$0	\$288
Supplies/Other	\$37,586	\$0	\$12,529	\$0	\$50,115
Personnel	\$354,523	\$0	\$118,174	\$0	\$472,697
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultant	\$0	\$0	\$0	\$0	\$0
Totals	\$392,325	\$0	\$130,775	\$0	\$523,100

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.

  
Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this 2<sup>nd</sup> day of August, 2016.

Signature: 

Title: Director

Board Agenda Item  
September 20, 2016

ADMINISTRATIVE – 16

Extension of Review Period for 2232 Application (Lee District)

ISSUE:

Extension of review period for 2232 application 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 application: 2232-L16-32

TIMING:

Board action is required September 20, 2016, to extend the review period of the application noted above before its 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." 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 application should be extended:

2232-L16-32	Department of Public Works and Environmental Services Department of Vehicle Services Maintenance Facility 7245 Fullerton Road Springfield, VA (Lee District) Accepted August 2, 2016 Extend to October 1, 2016
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FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

None

STAFF:

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



Board Agenda Item  
September 20, 2016

ADMINISTRATIVE - 17

Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 87-L-012-02, R. Joun Enterprise LLC (Springfield BP) (Lee District)

ISSUE:

Board consideration of additional time to obtain a Non-RUP for SEA 87-L-012-02, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve six (6) months additional time for SEA 87-L-012-02 to February 2, 2017.

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 February 2, 2016, the Board of Supervisors approved Special Exception Amendment SEA 87-L-012-02, subject to development conditions. The application was filed in the name of R. Joun Enterprise LLC, Roland Joun, Trustee and Maria Joun, Trustee for the purpose of amending SE 87-L-012 previously approved for a service station and quick service food store to permit site modifications and modification of the development conditions within the C-6 zoning district for the property located at 6703 Backlick Road, Tax Map 90-2 ((1)) 25A and 25B (see Locator Map in Attachment 1). The site is also located in the Highway Corridor (HC), Sign Control (SC), and Springfield Community Revitalization (CRD) overlay districts. The service station and quick service food store are Category 5 special exception uses and are permitted pursuant to Section 4-604 of

Board Agenda Item  
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the Fairfax County Zoning Ordinance. SEA 87-L-012-02 was approved with a condition that the use be established as evidenced by the issuance of a Non-RUP for the use within six (6) months of the approval date unless the Board grants additional time. The development conditions for SEA 87-L-012-02 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On July 13, 2016, the Department of Planning and Zoning (DPZ) received a letter dated July 12, 2016, from Roland Joun, the Applicant, requesting three (3) months of additional time (see Attachment 3). Based on the current expiration date of August 2, 2016, and discussion with staff, Mr. Joun has indicated his agreement that additional time is required to establish the use. Mr. Joun therefore submitted an amended letter on August 8, 2016, via e-mail, requesting that six (6) months of additional time be granted (see Attachment 3). The approved Special Exception Amendment will not expire pending the Board's action on the request for additional time.

Mr. Joun states additional time is necessary to satisfy all the conditions necessary to obtain the Non-RUP. Staff has consulted with the Department of Public Works and Environmental Services (DPWES) and notified Mr. Joun that he must consult with the Urban Forest Management Division (UFM) and Site Development & Inspections Division (SDID) within DPWES to ensure all conditions related to landscaping and site improvements are met to their satisfaction. Additionally, Mr. Joun must demonstrate to the Zoning Permit Review Branch that all conditions have been met prior to the issuance of the Non-RUP. The request for six (6) months of additional time will allow for the outstanding conditions to be satisfied prior to the issuance of a Non-RUP.

Staff has reviewed Special Exception Amendment SEA 87-L-012-02 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit site modifications and modification of the development conditions to the service station and quick service food store within a C-6 zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SEA 87-L-012-02 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 SEA 87-L-012-02 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

Board Agenda Item  
September 20, 2016

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Letter dated February 3, 2016, to Roland Joun

Attachment 3: Letters dated July 12, 2016 and August 8, 2016, to Leslie 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

Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

Denise James, Chief, Environment and Development Review Branch, Planning Division,  
DPZ

Laura O'Leary, Staff Coordinator, ZED, DPZ

# Special Exception Amendment

SEA 87-L-012-02



Applicant:

R JOUN ENTERPRISE LLC,  
ROLAND JOUN, TRUSTEE AND  
ATTACHMENT 1  
MARIA JOUN, TRUSTEE

Accepted:

09/25/2014

Proposed:

AMEND SEA 87-L-012 PREVIOUSLY APPROVED  
FOR SERVICE STATION AND QUICK SERVICE  
FOOD STORE TO PERMIT SITE  
MODIFICATIONS AND MODIFICATION OF  
DEVELOPMENT CONDITIONS

Area:

30476 SF OF LAND; DISTRICT - LEE

Zoning Dist Sect:

04-060407-060707-0607

Located:

6703 BACKLICK ROAD, SPRINGFIELD, VA 22150

Zoning:

C- 6

Plan Area:

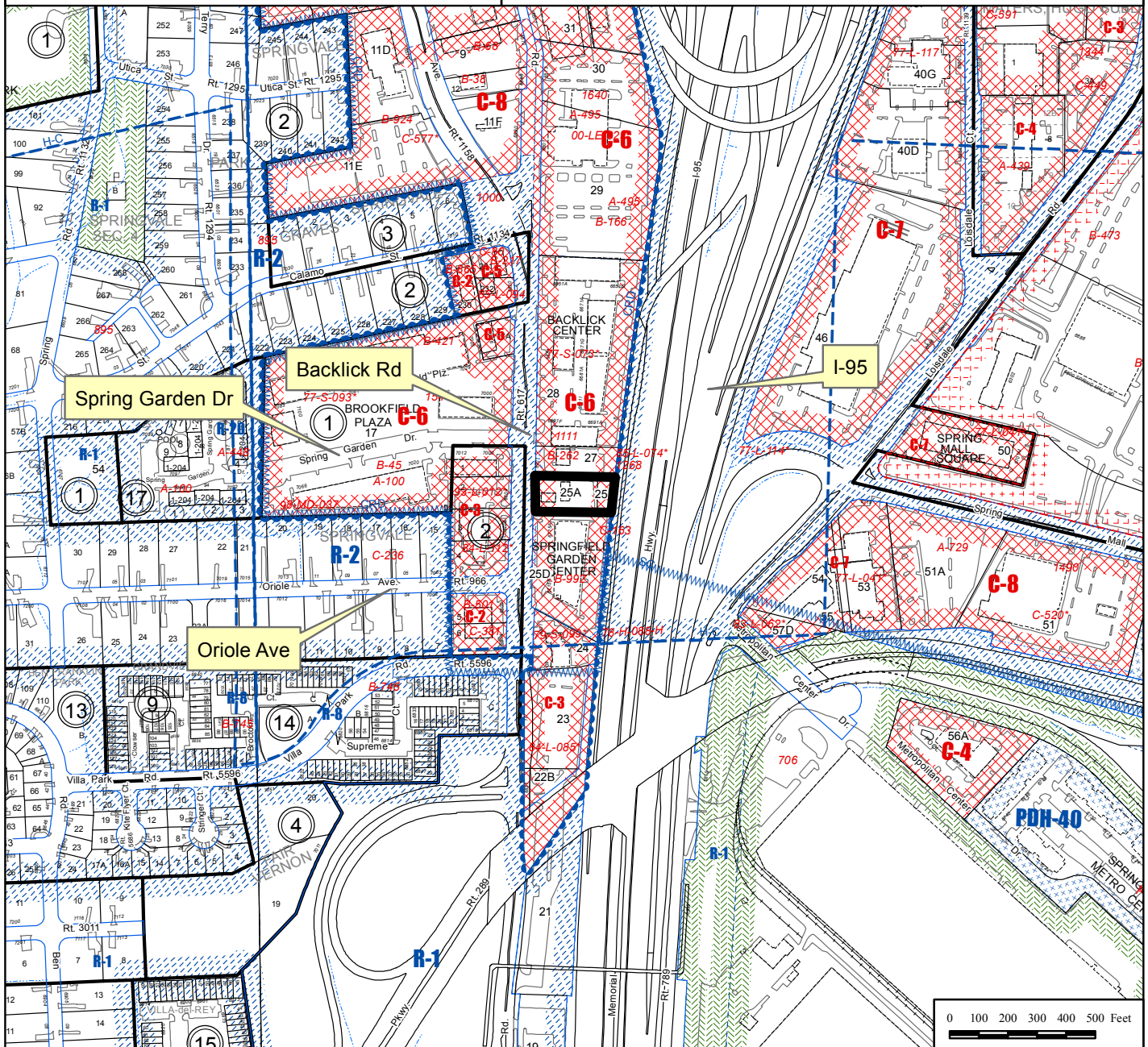
4,

Overlay Dist:

CRD SC HC

Map Ref Num:

090-2- /01/ /0025A /01/ /0025B







# County of Fairfax, Virginia

ATTACHMENT 2

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

February 3, 2016

Joun Roland  
Wilkerson and Associates, Inc.  
7650 Binnacle Lane  
Owings, MD 20736

RECEIVED  
Department of Planning & Zoning

MAR 29 2016

Zoning Evaluation Division

RE: Special Exception Amendment Application SEA 87-L-012-02

Dear Mr. Roland:

At a regular meeting of the Board of Supervisors on February 2, 2016, the Board approved Special Exception Amendment Application SEA 87-L-012-02 in the name of R. Joun Enterprise LLC, Roland Joun, Trustee and Maria Joun, Trustee. The subject property is located at 6703 Backlick Road, on approximately 30,476 square feet of land zoned C-6, HC, SC, and CRD in the Lee District [Tax Map 90-2 ((1)) 25A and 25B]. The Board's action amends Special Exception Application SE 87-L-012 previously approved for a service station and quick service food store to permit modifications and modification to the development conditions. Previously approved conditions or those with minor modifications are marked with an asterisk (\*).

1. This Special Exception Amendment is granted for and runs with the land indicated in this application and is not transferable to other land.\*
2. This Special Exception Amendment is granted only for the purpose(s), structure(s), and/or use(s) indicated on the Special Exception Amendment Plat approved with this application, as qualified by these development conditions.\*
3. A copy of this Special Exception Amendment and 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.
4. This Special Exception Amendment 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 Amendment shall be in substantial conformance with the approved Special Exception Amendment Plat entitled Springfield BP and prepared by Wilkerson & Associates, Inc., containing seven sheets dated September 23, 2014 and revised through November 3, 2015 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.

---

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: 711  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)  
<http://www.fairfaxcounty.gov/bosclerk>

5. There shall be no more than six (6) employees on site at any one time.
6. No signs shall be placed on the canopy.\*
7. There shall be no display, selling, rental, or leasing of vehicles, tools or equipment on this site.\*
8. Prior to the issuance of the Non-RUP, the dumpster shall be screened from view by a brick or masonry enclosure on three sides and a gate, all a minimum of six (6) feet in height.
9. The size of the quick-service food store, including the cashier's area and storage of the items sold at the quick service food store shall be limited to 231 square feet. There shall be no outside storage or display associated with the quick-service food store.\*
10. The types of items which may be sold in the quick service food store shall be limited to prepackaged items which are normally sold from vending machines, including coffee and similar hot beverages, cakes, pies, soft drinks, juices, dairy products, prepackaged sandwiches, snack food items, e.g., pretzels, potato chips, etc. cookies assorted gum, cigarettes and tobacco products and similar items. No groceries, other than as above, shall be permitted. Food preparation and the use of microwave ovens shall not be allowed. No alcoholic beverages shall be allowed to be sold. The marketing of video tapes or video machines shall not be allowed on the premises. These restrictions, however, shall not limit the sale of automobile-related products under the definition of service station.\*
11. The existing sign may remain.\*
12. The maximum number of service bays on site shall be limited to three as depicted on the Special Exception Amendment Plat.
13. The development shall consist of two phases. Phase I improvements shall consist of those improvements listed in development conditions 18, 19, 20, 21, 23 and 28 below. Phase II shall consist of the installation of two exterior auto lifts, as shown on the SEA Plat. Phase II shall not be constructed until all improvements listed in Phase I have been completed and the Non-RUP has been issued. The exterior auto lifts shall require any applicable site plan and permit approvals prior to their installation.
14. To reduce noise levels associated with any impact guns used for outdoor vehicle service, the employees of the service station shall use quiet gun impact guns during outdoor vehicle service.
15. 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



strictly prohibited.

16. An automotive fluid separator and/or underground fluid container shall be installed within 60 days of this Special Exception Amendment 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.
17. A separate container or enclosed area within the two storage trailers shall be provided 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 Amendment approval.
18. Prior to the issuance of the Non-RUP, all parking spaces shall be striped as delineated on the Special Exception Amendment Plat and in accordance with 7-0800 of the Public Facilities Manual. Prior to the issuance of the Non-RUP, signage shall be installed on the property requiring that vehicles parked on-site shall be parked only in designated, striped parking spaces at all times, with the exception of vehicles fueling at fuel pumps. Prior to the issuance of the Non-Rup, signage shall be installed prohibiting vehicles from parking on adjacent properties.
19. Prior to the issuance of the Non-RUP, the site shall meet all ADA requirements for the site.
20. Prior to the issuance of the Non-RUP, the car vacuum station shall be removed.
21. All landscaping shown on the Special Exception Amendment Plat shall be in place prior to the issuance of the Non-RUP. All plant material provided on site shall conform with the size requirements of the Public Facilities Manual. Substitutions of similar types of plants are permitted subject to the approval of the Urban Forest Management Division (UFM).
22. The vegetation in the area between the newly paved area of approximately 1,653 square feet and the right-of-way for I-95 shall be preserved, as shown on the Special Exception Amendment Plat.
23. Prior to the issuance of the Non-Rup, all equipment and other refuse shall be permanently removed from the conservation easement area. A four-foot high split rail fence shall be installed at the edge of the pavement adjacent to the tree preservation area in order to protect the tree preservation area and conservation easement from further land disturbances.

24. The installation of landscaping and condition of existing landscaping shall be inspected by a Certified Arborist who has taken and passed the certification examination sponsored by the International Society of Arboriculture and who maintains a valid certification status, or by a Registered Consulting Arborist as designated by the American Society of Consulting Arborists. Prior to the issuance of the Non-RUP, trees that are determined to be dead or dying or that do not meet the standards of PFM 12-0400 shall be replaced.
25. All replacement trees shall be planted in accordance with the standards described in the latest edition of the "Tree and Shrub Planting Guidelines" prepared by the Virginia Cooperative Extension, Virginia Polytechnic Institute and State University.
26. Should the proposed landscaping within the landscape island along the southern property line not be approved as shown on the SEA Plat at the time of site plan review, the applicant shall coordinate with UFM to ensure that vegetated screening is provided within this area.
27. Upon completion of the landscape installation, UFM shall be notified in writing that all landscaping has been installed.
28. Prior to the issuance of the Non-RUP, UFM shall inspect the landscaping to ensure that it is in compliance with that shown on the approved Special Exception Amendment Plat.
29. The Property shall be maintained and kept free of debris, litter and illegal storage items at all times. Routine maintenance shall include, but not be limited to, landscaping upkeep.

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 Amendment shall not be valid until this has been accomplished.

Pursuant to Sect. 9-015 of the Zoning Ordinance, this Special Exception Amendment shall automatically expire, without notice, 6 months after the date of approval unless the use has been established as evidenced by the issuance of a Non-RUP. 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



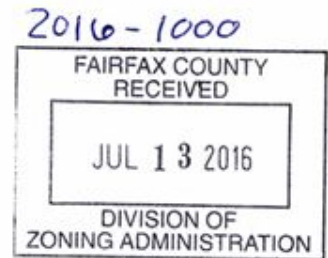
date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

Sincerely,



Catherine A. Chianese  
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova  
Supervisor John Foust, Dranesville 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  
Michael Davis, Section Chief, Transportation, Planning Division  
Donald Stephens, Department of Transportation  
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



Wilkerson & Associates, Inc.  
Engineers & Land Surveyors  
P. O. Box 17  
Dunkirk, Md. 20754  
(301) 855-8272/(410) 257-3332  
[www.wilkersonnassociates.com](http://www.wilkersonnassociates.com)  
[rjoun@wilkersonnassociates.com](mailto:rjoun@wilkersonnassociates.com)

ATTACHMENT 3

July 12, 2016

Re: SEA 87-L-012-02  
Springfield BP

Mrs. Leslie B. Johnson  
Department of Planning and Zoning  
12055 Government Center Parkway, Suite 801  
Fairfax, Va. 22035

Dear Mrs. Johnson:

On February 2, 2016 the Board of Supervisors have approved the above referenced special exception with a condition that within 6 months after the date of approval a Non-RUP should be issued with satisfying certain conditions of the special exception. Condition number 8 has been satisfied. The dumpster was screened by a masonry enclosure on three sides and a gate with minimum 6 feet in height. Condition 18 has been satisfied with all parking spaces be striped. Condition 19 has been satisfied the site meet all ADA requirements. Condition 20 the car vacuum has been removed. Condition 23 all equipment and other refuse has been removed from the conservation easement.

The only condition that has not been satisfied is number 21 and 28 dealing with plant material and secure approval from the Urban Forest management Division (UFM). We are in the process of working with UFM to satisfy said condition.

We are asking for a 3 months additional time in order to complete such task.

If you have any questions please do not hesitate to call me.

Sincerely,

  
Roland G. Joun, P.E.

cc: Barbara C. Berlin, Director, Zoning Evaluation Division  
Jeffrey C. McKay, Supervisor Lee District

RECEIVED  
Department of Planning & Zoning

JUL 13 2016

Zoning Evaluation Division

Wilkerson & Associates, Inc.  
Engineers & Land Surveyors  
P. O. Box 17  
Dunkirk, Md. 20754  
(301) 855-8272/(410) 257-3332  
[www.wilkersonnassociates.com](http://www.wilkersonnassociates.com)  
rjoun@wilkersonnassociates.com

August 8, 2016

Re: SEA 87-L-012-02  
Springfield BP

Mrs. Leslie B. Johnson  
Department of Planning and Zoning  
12055 Government Center Parkway, Suite 801  
Fairfax, Va. 22035

Dear Mrs. Johnson:

On February 2, 2016 the Board of Supervisors have approved the above referenced special exception with a condition that within 6 months after the date of approval a Non-RUP should be issued with satisfying certain conditions of the special exception. Condition number 8 has been satisfied. The dumpster was screened by a masonry enclosure on three sides and a gate with minimum 6 feet in height. Condition 18 has been satisfied with all parking spaces be striped. Condition 19 has been satisfied the site meet all ADA requirements. Condition 20 the car vacuum has been removed. Condition 23 all equipment and other refuse has been removed from the conservation easement.

The only condition that has not been satisfied is number 21 and 28 dealing with plant material and secure approval from the Urban Forest management Division (UFM). We are in the process of working with UFM to satisfy said condition.

We are asking for a 6 months additional time in order to complete such task.

If you have any questions please do not hesitate to call me.

Sincerely,

Roland G. Joun, P.E.

cc: Barbara C. Berlin, Director, Zoning Evaluation Division  
Jeffrey C. McKay, Supervisor Lee District

Board Agenda Item  
September 20, 2016

ADMINISTRATIVE – 18

Approval of a Portion of a Street Name Change from Roseland Drive to Roseland Ridge Road (Springfield District)

ISSUE:

Board of Supervisors approval of a street name change in the Official County Digital Property Map and the Master Addressing Repository from Roseland Drive to Roseland Ridge Road on Tax Map #096-4.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the street name change to Roseland Ridge Road 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 the street name from Roseland Drive to Roseland Ridge Road. There are four properties on this stretch of roadway that are addressed from this street. Three of the four residents have agreed to this change and the signatures are attached.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I – Request for change of address  
Attachment II – Vicinity Map

STAFF:

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

## ROAD NAME PETITION AND APPLICATION

### APPLICATION SECTION

Contact Person: Katie Burke Date: 06/23/2016  
(person filling out form) Phone: 678-596-9799 (c) or 703-646-4881  
Address: 10109 Roseland Ridge Road  
City/State/Zip: Fairfax Station VA, 22039


Current Road Name: Roseland Drive

Road name extension/change request:  
First Choice: Roseland Ridge Road

We, the undersigned property owners, request that the remaining portion of a private road/pipe stem currently named Roseland Drive (consisting of 4 lots, 8224, 8226, 8228 and 8230) be renamed in its entirety to Roseland Ridge Road and we hereby give permission to Fairfax County Development Services Department to rename said road and renumber the affected property addresses. We understand this petition does not obligate Fairfax County in any way towards the maintenance, repair or replacement of the roadway. Also, a minimum of 51% of the property owners possessing property that borders this private roadway must concur with the suggested name. The one-time payment fee of \$280.00 will not be issued to Fairfax County for the cost to manufacture and install the new street sign as we will be relocating the previously acquired county sign identifying the cross streets (Roseland Drive and Roseland Ridge Road) to the top of the road/pipe stem at the main intersection.

Please note that the Fairfax County Police and Fire Department have recommended that such change was necessary in order to improve emergency response time and protect the health and safety of the home owners.

Name of Property Owner (Signature) Tax Number or Existing Address Phone

1.  8228 Roseland Drive/0964 01 0007Z/703-643-9393  
Sarah Ober
2. Manjit Taneja 8226 Roseland Drive/0964 01 0012A/703-690-7258  
Manjit Taneja
3. \_\_\_\_\_ 8224 Roseland Drive/0964 08 0010/  
Denise Evans

*Mae F. G. Sims*

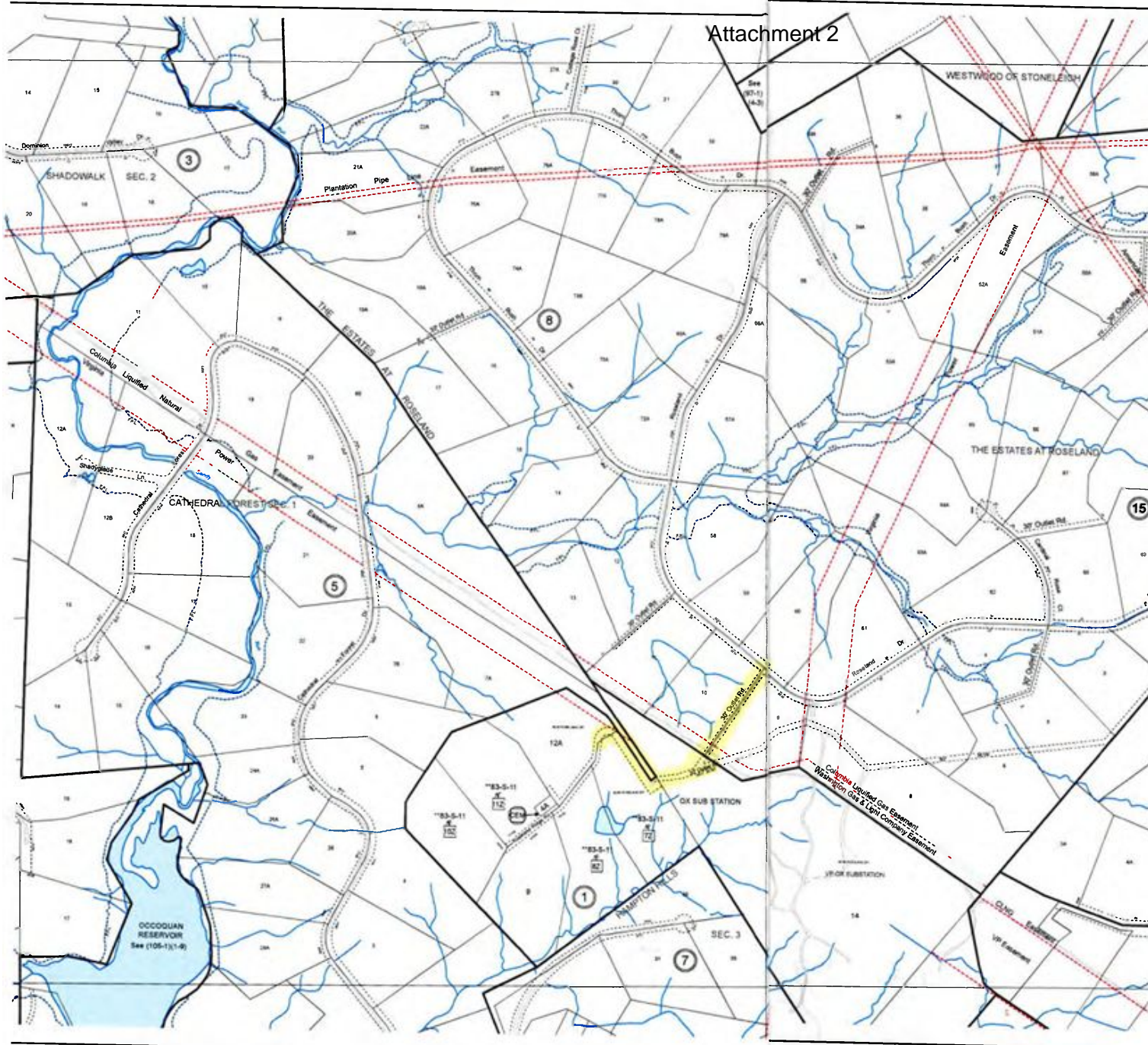
8230 Roseland Drive/0973 15 0009/

---

Mae F. G. Sims



# Attachment 2



ADMINISTRATIVE - 19

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

ISSUE:

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

RECOMMENDATION:

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

- Designate the following six individuals, identified with their registration numbers, as inactive Plans Examiners:

Daniel M. Duke	#202
Johnny C. Lim	#222
Anwar Maharmeh	#241 (Retired)
Abbas S. Movahed	#161 (Retired)
Robert A. Munse	#65 (Retired)
Peter J. Rigby, Jr.	#177

- Designate the following two individuals, identified with their registration numbers, as a Plans Examiner:

James P. Williams	316
Benjamin J. Svedlow	317

TIMING:

Routine.



BACKGROUND:

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

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

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

In a letter dated July 12, 2016, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Sharon Bulova, six individuals were identified that have elected not to pursue the continuing education requirements. The APEB recommends that their status become inactive until and if they wish to reactivate their status as a DPE by completing their continuing education requirements.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of their application and credentials, the APEB has found that the candidates listed above satisfies these requirements. This finding was also documented in a letter dated August 3, 2016, from the Chairman of the APEB.

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

FISCAL IMPACT:

None.

Board Agenda Item  
September 20, 2016

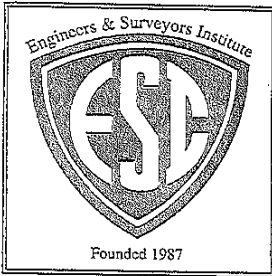
ENCLOSED DOCUMENTS:

Attachment I – Letters dated July 12, 2016 and August 3, 2016 respectively, from the Chairman of the APEB to the Chairman of the Board of Supervisors.

STAFF:

Robert A. Stalzer, Deputy County Executive

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



# Engineers & Surveyors Institute

*"A public/private partnership"*

4455 Brookfield Corporate Drive, Suite 107 • Chantilly, Virginia 20151  
(703) 263-2232 • Fax (703) 263-0201 • E-mail esi@esinova.org

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William E. Fissel, P.E.  
Dewberry

Vice Chairman  
R. J. Keller, L.S.  
RC Fields & Associates, P.C.

Treasurer  
David S. Dwornik  
Rinker Design & Associates, P.C.

Secretary  
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Fairfax County-DPW&ES

Directors  
William R. Ackman, Jr. P.E.  
Town of Leesburg

James R. Ashley  
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John Cummings  
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VA Dept. Rail & Public  
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Kayvan Jaboori, P.E.  
KJ & Associates

Paul B. Johnson, P.E.  
Charles P. Johnson & Associates,  
Inc.

Paul J. Kraucunas, P.E.  
Virginia Department of  
Transportation

David Logan, P.E.  
Bohler Engineering, P.C.

Kevin E. Murray, P.E.  
Tri-Tek Engineering

J. Keith Sinclair, Jr., P.E.  
A. Morton Thomas & Associates, Inc.

William J. Skrabak  
City of Alexandria, T&ES

Blake A. Smith, P.E.  
Smith Engineering

Ross Stilling  
Fairfax Water

Anita M. Tierney  
Loudoun County, B&D

Susan S. Wolford, CLA, AICP  
Pennoni Associates

Past Chairmen  
Sidney O. Dewberry, P.E., L.S.  
William H. Gordon, P.E.  
John T. DeBell, P.E., L.S.  
James H. Scanlon, P.E., L.S.  
J. Keith Sinclair, Jr., P.E.  
John F. Amatetti, P.E.  
Reid M. Dudley, P.E.  
Joseph G. Paciulli, L.S.  
Lester O. Nyce, P.E.  
Eric S. Siegel, P.E.  
Martin E. Crahan, AICP  
John S. Groupe, IV, P.E.  
Gary P. Bowman, P.E.  
William R. Zink, P.E.  
Theodore D. Britt, P.E.  
Timothy S. Doody, P.E., L.S.  
Edward B. Snider, Jr. P.E.  
Adam J. Volantini, P.E.  
Phillip DeLeon, P.E.  
Blake A. Smith, P.E.  
Susan S. Wolford, CLA, AICP  
John S. Matusik, P.E.  
James R. Ashley  
Dennis M. Thomas, P.E.

Current Past Chairman  
Aaron Vinson, P.E.  
Walter L. Phillips, Inc.

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

July 12, 2016

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

Dear Chairman Bulova:

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

<u>Name</u>	<u>Reg. Number</u>
Daniel M. Duke	#202
Johnny C. Lim	#222
Anwar Maharmeh	#241 (Retired)
Abbas S. Movahed	#161 (Retired)
Robert A. Munse	#65 (Retired)
Peter J. Rigby, Jr.	#177

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

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

Sincerely,

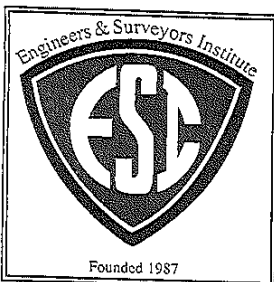
James H. Scanlon, PE, LS  
Chairman

Fairfax County Advisory Plans Examiner Board

**Received**

**JUL 26 2016**

**Land Development Services  
Director's Office**



# Engineers & Surveyors Institute

*"A public/private partnership"*

4455 Brookfield Corporate Drive, Suite 107 • Chantilly, Virginia 20151  
(703) 263-2232 • Fax (703) 263-0201

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Current Past Chairman  
Aaron Vinson, P.E.  
Walter L. Phillips, Inc.

EXECUTIVE DIRECTOR  
Jeffrey L. Blackford, P.E.

August 3, 2016

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

Dear Chairman Bulova:

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

Name	Reg. No
James P. Williams	#316
Benjamin J. Svedlow	#317

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

Sincerely,

James H. Scanlon, PE, LS

Chairman

Fairfax County Advisory Plans Examiner Board

**Received**

AUG 16 2016

**Land Development Services  
Directors Office**

ADMINISTRATIVE – 20

Approval of a Supplemental Appropriation Resolution AS 17074 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 17074 in the amount of \$9,826,964 for Fairfax County to accept Department of Homeland Security (DHS) FY 2016 Urban Areas Security Initiative (UASI) subgrant awards from the State Administrative Agency (SAA). These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for the FY 2016 subgrant awards is September 1, 2016 through December 31, 2017 or May 31, 2018, depending on the award. No Local Cash Match is required.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 17074 in the amount of \$9,826,964. These funds will be used by various County agencies to enhance security and overall preparedness by implementing the projects summarized in Attachment 1. All projects will be implemented in accordance with the program guidance documents. Funding will continue to support 5/5.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires. No Local Cash Match is required.

TIMING:

Board approval is requested on September 20, 2016.

BACKGROUND:

The Homeland Security Grant Program (HSGP) provides Urban Areas Security Initiative (UASI) funds from the Department of Homeland Security as financial assistance to high risk urban areas, as defined in legislation, in order to address the unique planning, equipment, training, and exercise needs of those areas. These funds can also be used

Board Agenda Item  
September 20, 2016

to build or sustain an enhanced capacity to prevent, respond to, and recover from acts of terrorism. These funds, however, may not be used to supplant ongoing, routine public safety activities, the hiring of staff for operational activities, or the construction and/or renovation of facilities. Fairfax County is one of 12 jurisdictions that currently comprise the National Capital Region (NCR) as defined in the HSGP guidelines.

The UASI funding allocations are determined by a formula based on credible threat, presence of critical infrastructure, vulnerability, population, and other relevant criteria. Grant awards are made to the identified urban area authorities through State Administrative Agencies. The NCR process for allocation of the UASI funds included the development of concept papers that were vetted and endorsed by the Metropolitan Washington Council of Governments (MWCOC) Regional Emergency Support Function (RESF) committees, review of proposals by the Chief Administrative Officers (CAO) committee, preparation and submission of project proposals and application documents by the RESFs, prioritization of proposals by the CAOs, and ultimately the development of funding recommendations by the CAOs. The Senior Policy Group (SPG) then reviewed and recommended proposals and forwarded selected proposals to the SAA for awards.

Funded projects are typically regional in nature with benefits to multiple jurisdictions. In order to effectively implement these projects, a single jurisdiction is being identified to act as a recipient of a subgrant award to handle all of the financial management, audit, procurement, and payment provisions of the subgrant award and grant program. Several Fairfax County agencies including the Office of Emergency Management, Police Department, Fire and Rescue Department, Health Department, Department of Information Technology and the Department of Public Safety Communications are expected to act as subgrantees for these funds. A listing of all the subgrant awards being requested for acceptance is attached along with a synopsis for each project. Individual awards are also attached to support requested acceptance.

FISCAL IMPACT:

Grant funding in the amount of \$9,826,964 is available in the DHS UASI grant funds through the District of Columbia. These funds will be used to enhance capabilities in the Office of Emergency Management, Police Department, Fire and Rescue Department, Health Department, Department of Information Technology and the Department of Public Safety Communications. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for Homeland Security grant awards received in FY 2017. Indirect costs are recoverable for some of these awards. No Local Cash Match is required.

Board Agenda Item  
September 20, 2016

CREATION OF NEW POSITIONS:

Grant funding will continue to support 5/5.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award Summary

Attachment 2 – Grant Award Documents

Attachment 3 – Supplemental Appropriation Resolution AS 17074

STAFF:

David Rohrer, Deputy County Executive

Roy Shrout, Acting Coordinator, Office of Emergency Management

Richard Bowers, Chief, Fire and Rescue Department

Edwin C. Roessler Jr., Chief, Police Department

Wanda Gibson, Director, Department of Information Technology

Gloria Addo-Ayensu, Director, Health Department

Steve Souder, Director, Department of Public Safety Communications

Department of Homeland Security - FY 2016 Homeland Security Grant Program Applications and Awards  
National Capital Region (NCR) Urban Areas Security Initiative (UASI) Funds  
Projects to Implemented by Fairfax County

Attachment 1

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
<b>FY 2016 UASI AWARDS AND APPLICATIONS</b>										
1 Radio Cache (VA Maintenance)	FY2016	164,947.00	Received	Continuation	Fire and Rescue Department	Wes Rogers	0.0 FTE	9/1/2016	5/31/2018	Providing ongoing logistical support to the National Capital Region radio cache housed in Fairfax County and to support training and exercise initiatives, or cache deployment for emergency responses and personnel.
2 Incident Management Team	FY2016	363,000.00	Received	Continuation	Fire and Rescue Department	Daryl Louder	0.0 FTE	9/1/2016	5/31/2018	Continued funding to ensure the NCR- Incident Management Team (NCR-IMT) receives adequate training and exercises to develop and maintain capability, capacity, and proficiency in all functional areas. The NCR-IMT is composed of 115 members from fire, emergency medical services (EMS), law enforcement, emergency management and public health agencies from the participating Council of Governments (COG) jurisdictions.
3 Intelligence Analysis (Fire)-VA	FY2016	216,404.00	Received	Continuation	Fire and Rescue Department	Capt. Jared Goff	1.0 FTE	9/1/2016	5/31/2018	Continued funding for a subject matter expert in fire and emergency medical services (EMS), to provide intelligence to regional agencies while assigned to the Northern Virginia Regional Intelligence Center. The Fire-EMS intelligence officer conducts research, provides outreach and collaborates with all Northern Virginia Fire-EMS Departments, state and local Fusion Centers and Federal partners.
4 NIMS Compliance Officer	FY2016	120,765.00	Received	Continuation	Office of Emergency Management	Alfred Mullins	1.0 FTE	9/1/2016	12/31/2017	Continued funding for a position and supporting equipment/supplies within the Office of Emergency Management for a National Incident Management (NIMS) Compliance Coordinator whose purpose is to evaluate and implement the NIMS within all applicable County agencies and partners.
5 Exercise & Training Officer	FY2016	132,307.00	Received	Continuation	Office of Emergency Management	Laura Katzif	1.0 FTE	9/1/2016	12/31/2017	Continued funding for a position and supporting equipment/supplies within the Office of Emergency Management to support design, development and implementation of a county and regional Department of Homeland Security compliant training and exercise program.
6 Text Alert Notification System (Maintenance)	FY2016	1,675,000.00	Received	Continuation	Office of Emergency Management	Sulayman Brown	0.0 FTE	9/1/2016	5/31/2018	Payment of the yearly maintenance costs for the National Capital Region's emergency alerting system, which includes EAN and Fairfax Alerts.
7 Volunteer & Citizen Corps Programs	FY2016	282,000.00	Received	Continuation	Office of Emergency Management	Dean Sherick	0.0 FTE	9/1/2016	5/31/2018	Continuation of efforts to recruit and retain affiliated volunteers in Fairfax County and to expand and integrate the local regional coordination mechanism and capacity to mobilize large numbers of volunteers (spontaneous and affiliated) for response to a catastrophic natural or terrorism event.
8 NCR Regional Planner	FY2016	116,872.00	Received	Continuation	Office of Emergency Management	Greg Zebrowski	1.0 FTE	9/1/2016	12/31/2017	Continued funding for a position and supporting equipment/supplies within OEM. The planner will participate in development of NCR regional planning products to correct gaps that have been identified through assessments such as EMAP, event/exercise after action reports and jurisdictional self-assessments. Planners will be involved in both local and regional planning projects on a constant basis.
9 NCR Web EOC (Maintenance and License for the NCR)	FY2016	341,162.00	Received	Continuation	Office of Emergency Management	Paul Lupe	0.0 FTE	9/1/2016	5/31/2018	Continued funding to further enhance the WebEOC system within the NCR area and increase the interoperability with local and Federal Partners; as well as to expand the common operating picture within the National Capital Region.



Department of Homeland Security - FY 2016 Homeland Security Grant Program Applications and Awards  
National Capital Region (NCR) Urban Areas Security Initiative (UASI) Funds  
Projects to Implemented by Fairfax County

Attachment 1

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
10 Intelligence Analysis (PD)-VA	FY2016	1,112,916.00	Received	Continuation	Police Department	Lt. Jim Hardy	0.0 FTE	9/1/2016	5/31/2018	Continued funding for contracted intelligence analysts who support the National Capital Region. These analysts complete detailed reports in a timely manner any time something occurs in the world that may have an impact on the region. This information is provided to our first responders to increase their ability to detect, deter, and disrupt such planning activity to prevent attack.
11 Mobile Automated Fingerprint Identification System (Maintenance)	FY2016	2,000,000.00	Received	Continuation	Police Department	Dave Russell	0.0 FTE	9/1/2016	5/31/2018	Continued funding for the National Capital Region's (NCR) automated fingerprint identification systems. The standard warranty contract to be developed will allow for uniform maintenance and conformity through the NCR.
12 Public Health Planning and MRC Program Sustainment	FY2016	151,591.00	Received	Continuation	Health Department	Marc Barbieri	1.0 FTE	9/1/2016	5/31/2018	Funding for one emergency planner to continue development, revision, and operationalization of agency Emergency Operations Plan and various supporting documents that guide the agency's response to public health emergencies.
13 Interoperable Communications Infrastructure (ICI) (Sustainment)	FY2016	1,300,000.00	Received	Continuation	Department of Information Technology	Matt Dowd	0.0 FTE	9/1/2016	5/31/2018	Continued sustainment of the investments in the NCRNet, identity authentication services for regional applications, the regional colocation hosting facility, and the regional videoteleconferencing service. Services for technical, financial, and management functions supporting the NCR Interoperable Communications Infrastructure (ICI) for governance, operations, and other regional activities.
14 CAD to CAD Maintenance	FY2016	1,165,000.00	Received	Continuation	Department of Information Technology	Greg Scott	0.0 FTE	9/1/2016	5/31/2018	interoperability between disparate CAD Systems in daily use by first responders in NOVA and paves the way for expansion into Maryland. It will fund: (1) infrastructure hosting services, core software refresh and 24x7 maintenance/operations spt.; (2) maintenance of CAD System vendor enhancements; (3) vendor enhancements/testing/integration spt.; (4) data mapping to universal CAD2CAD data types; (5) dev/testing; and (6)
15 GIS Data Exchange and CAD2GIS Tool project	FY2016	510,000.00	Received	Continuation	Department of Information Technology	Michael Liddle	0.0 FTE	9/1/2016	5/31/2018	Provides project maintenance and support and will fund the expansion of the NCR GDX into additional jurisdictions, continued integration with IAMS, CAD-extracted event exchange (CAD2GIS, formerly INDEX) and CCTV.
16 Next Generation 9-1-1 Call Processing Network (Continuation)	FY2016	175,000.00	Received	Continuation	Department of Public Safety Communications	Steve McMurrer	0.0 FTE	9/1/2016	5/31/2018	This grant award funding will be used to establish specific technical requirements for a National Capital Region (NCR) Next Generation 9-1-1 (NG9-1-1) Call Processing Network that will be sent out for procurement to replace the current Verizon based 9-1-1 network which is reaching obsolescence. This grant award is also focused on getting GIS data ready in the necessary NG9-1-1 format for use in the yet to be procured NG9-1-1 Call Processing Network. The grant also supports the activities associated with supporting a regional NG9-1-1 coordination and program management effort as well as evaluating vendor proposals received based on the technical specifications developed under this grant award.
<b>Total:</b>		<b>9,826,964.00</b>					<b>5.0 FTE</b>			

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency



Muriel Bowser  
Mayor

Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Fire and Rescue Department

SUBAWARD TITLE  
Radio Cache - Virginia (Continuation)

SUBAWARD ID  
16UASI529-01

SUBAWARD AMOUNT  
\$164,947.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

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- FY 2016 DHS General Terms and Conditions
- FY 2016 DHS Homeland Security Grant Program Agreement Articles
- FY 2016 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2016 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature

09/06/2016  
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Fire and Rescue Department

SUBAWARD TITLE  
Fire Intelligence Analyst (Continuation)

SUBAWARD ID  
16UASI529-02

SUBAWARD AMOUNT  
\$216,404.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Fire and Rescue Department

SUBAWARD TITLE  
Incident Management Team (Continuation)

SUBAWARD ID  
16UASI529-03

SUBAWARD AMOUNT  
\$363,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

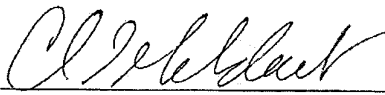
STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature                      09/06/2016  
Date

\_\_\_\_\_  
Signature                      Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency



Muriel Bowser  
Mayor

Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Office of Emergency  
Management

SUBAWARD TITLE  
Exercise and Training Officer - Fairfax County  
(Continuation)

SUBAWARD ID  
16UASI531-01

SUBAWARD AMOUNT  
\$132,307.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-12/31/2017

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDOING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Office of Emergency  
Management

SUBAWARD TITLE  
NIMS Compliance Officer - Fairfax County  
(Continuation)

SUBAWARD ID  
16UASI531-02

SUBAWARD AMOUNT  
\$120,765.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-12/31/2017

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Office of Emergency  
Management

SUBAWARD TITLE  
Volunteer & Citizen Corps Programs - Fairfax  
County (Continuation)

SUBAWARD ID  
16UASI531-03

SUBAWARD AMOUNT  
\$282,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

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U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

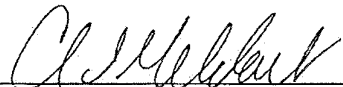
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PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
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Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature

09/06/2016  
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Office of Emergency  
Management

SUBAWARD TITLE  
Regional Planning - Fairfax County  
(Continuation)

SUBAWARD ID  
16UASI531-04

SUBAWARD AMOUNT  
\$116,872.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-12/31/2017

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
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Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature \_\_\_\_\_ Date 09/06/2016

Signature \_\_\_\_\_ Date \_\_\_\_\_



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Office of Emergency  
Management

SUBAWARD TITLE  
Text Alert Notifications (Continuation)

SUBAWARD ID  
16UASI531-05

SUBAWARD AMOUNT  
\$1,675,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

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- FY 2016 DHS Homeland Security Grant Program Agreement Articles
- FY 2016 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2016 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Office of Emergency  
Management

SUBAWARD TITLE  
WebEOC (Continuation)

SUBAWARD ID  
16UASI531-06

SUBAWARD AMOUNT  
\$341,162.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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- Subrecipient Handbook

AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature \_\_\_\_\_ Date 09/06/2016

Signature \_\_\_\_\_ Date \_\_\_\_\_

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Police Department

SUBAWARD TITLE  
Intelligence Analysis - VA (Continuation)

SUBAWARD ID  
16UASI533-01

SUBAWARD AMOUNT  
\$1,112,916.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Police Department

SUBAWARD TITLE  
AFIS (Continuation)

SUBAWARD ID  
16UASI533-02

SUBAWARD AMOUNT  
\$2,000,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency



Muriel Bowser  
Mayor

Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Department of Public Safety  
Communications

SUBAWARD TITLE  
Next Generation 9-1-1 Call Processing Network  
(Continuation)

SUBAWARD ID  
16UASI546-01

SUBAWARD AMOUNT  
\$175,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature                      09/06/2016  
Date

\_\_\_\_\_  
Signature                      Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Department of Information  
Technology

SUBAWARD TITLE  
CAD to CAD Maintenance (Continuation)

SUBAWARD ID  
16UASI583-01

SUBAWARD AMOUNT  
\$1,165,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDOING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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- Subrecipient Handbook

AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency



Muriel Bowser  
Mayor

Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Department of Information  
Technology

SUBAWARD TITLE  
Interoperable Communications Infrastructure  
(ICI) (Continuation)

SUBAWARD ID  
16UASI583-02

SUBAWARD AMOUNT  
\$1,300,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDOING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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- Subrecipient Handbook

AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Department of Information  
Technology

SUBAWARD TITLE  
GIS Data Exchange and INDEX (Continuation)

SUBAWARD ID  
16UASI583-03

SUBAWARD AMOUNT  
\$510,000.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDOING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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- Subrecipient Handbook

AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
\_\_\_\_\_  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Homeland Security and Emergency Management Agency

Muriel Bowser  
Mayor



Chris T. Geldart  
Director

## Subaward

PROGRAM  
FY 2016 Homeland Security Grant Program  
Urban Areas Security Initiative

SUBRECIPIENT  
Fairfax County Health Department

SUBAWARD TITLE  
Public Health Planning and MRC Program -  
Fairfax County (Continuation) (NVERS)

SUBAWARD ID  
16UASI530-01

SUBAWARD AMOUNT  
\$151,591.00

SUBAWARD PERFORMANCE PERIOD  
09/01/2016-05/31/2018

SUBRECIPIENT DUNS  
192897820 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER  
EMW-2016-SS-00030

FEDERAL AWARD DATE  
07/28/2016

FEDERAL AWARDING AGENCY  
U.S. Department of Homeland Security  
Federal Emergency Management Agency

CFDA  
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /  
PASS-THROUGH ENTITY  
District of Columbia Homeland Security and  
Emergency Management Agency

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AWARDING OFFICIAL  
Chris T. Geldart  
Director

SUBRECIPIENT OFFICIAL  
Edward L. Long  
County Executive  
Fairfax County Government

  
Signature Date 09/06/2016

\_\_\_\_\_  
Signature Date

### SUPPLEMENTAL APPROPRIATION RESOLUTION AS 17074

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 September 20, 2016, 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 2017, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7070, Department of Information Technology	\$2,975,000
Grants:	1HS0036, CAD to CAD Maintenance	
	1HS0037, Interoperable Communications Infrastructure Sustainment	
	1HS0078, GIS Data Exchange and CAD2GIS Tool Project	
Agency:	G7171, Health Department	\$151,591
Grant:	1HS0030, Public Health Planning and MRC Program Sustainment	
Agency:	G9090, Police Department	\$3,112,916
Grant:	1HS0039, Intelligence Analysis	
	1HS0043, Mobile AFIS Maintenance	
Agency:	G9292, Fire and Rescue Department	\$744,351
Grants:	1HS0040, Incident Management Team	
	1HS0041, Intelligence Analysis	
	1HS0047, Radio Cache Maintenance	
Agency:	G9393, Office of Emergency Management	\$2,668,106
Grants:	1HS0031, NCR Regional Planner	
	1HS0035, Exercise and Training Officer	
	1HS0045, NIMS Compliance Officer	
	1HS0050, Text Alert Notification System Maintenance	
	1HS0051, Volunteer Initiatives	
	1HS0052, WebEOC Maintenance	
Agency:	G9595, Department of Public Safety Communications	\$175,000
Grant:	1HS0077, Next Generation 9-1-1 Study and Plan	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$9,826,964
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, \$9,826,964

A Copy - Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

ACTION - 1

Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force and Modification of the 2015 Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the renewal of the Memorandum of Understanding between the Police Department and the DEA Task Force (HIDTA Task Force Group 1 and HIDTA Task Force Group 5) and the modification of dates in the current agreement.

TIMING:

Board action is requested on September 20, 2016.

BACKGROUND:

In supporting the regional effort toward intervention and suppression of trafficking in narcotics and dangerous drugs, the Fairfax County Police Department recognizes the need to continue to be a lead agency within the Drug Enforcement Administration Task Force. The current MOU was approved by the Board on September 22, 2015, and expires on September 29, 2016. The DEA Task Force would like to modify the current MOU in paragraph 13 by deleting the text "September 29, 2016" and replacing it with "September 30, 2016." This modification is to provide consent for the DEA to continue to cover costs and liability on September 30, 2016, and allows them to have the renewed MOU start and end in the federal fiscal year of October 1, 2016 to September 30, 2017.

Continuing to participate in a partnership with the Task Force allows the Department to recoup certain fixed expenses such as rental vehicles, radios, and

Board Agenda Item  
September 20, 2016

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

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

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 - 2016 Memorandum of Understanding between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force

Attachment 2 - 2015 Memorandum of Understanding between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force

Attachment 3 - Modification of 2015 Memorandum of Understanding between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force

STAFF:

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

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

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fairfax County Police Department (hereinafter "FCPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

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

1. The HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12) will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Washington, DC area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the District of Columbia.
2. To accomplish the objectives of the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), the FCPD agrees to detail two (2) experienced officers (one (1) officer to HIDTA Task Force Group 1 (11) and one (1) officer to HIDTA Task Force Group 5 (12)) for a period of not less than two years. During this period of assignment, the FCPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The FCPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The FCPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), DEA will assign five (5) Special Agents to the Task Forces. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and

the two officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), the FCPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the FCPD for overtime payments made by it to the two officers assigned to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,753.00), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

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

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

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

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

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

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

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of

the date of termination of this agreement. DEA will be responsible only for obligations incurred by FCPD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Karl C. Colder  
Special Agent in Charge  
Washington Division

Date: \_\_\_\_\_

For the Fairfax County Police Department:

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

Date: \_\_\_\_\_



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

This agreement is made this 30th day of September 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fairfax County Police Department (hereinafter "FCPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

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

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

- a. disrupt the illicit drug traffic in the Washington, DC area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the District of Columbia.

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

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

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

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

6. During the period of assignment to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), the FCPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the FCPD for overtime payments made by it to the two officers assigned to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,548.00), per officer. *Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*
7. In no event will the FCPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The FCPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The FCPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The FCPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
10. The FCPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The FCPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The FCPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the FCPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the FCPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by FCPD during the term of this agreement.

For the Drug Enforcement Administration:

Karl C. Colder  
Karl C. Colder  
Special Agent in Charge  
Washington Division

Date: 10/19/15

For the Fairfax County Police Department:

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

Date: 9/29/2015

MODIFICATION OF  
STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN  
THE DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON FIELD DIVISION  
AND  
FAIRFAX COUNTY POLICE DEPARTMENT  
PROGRAM-FUNDED - STATE AND LOCAL TASK FORCE AGREEMENT

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Fairfax County Police Department. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

MODIFICATION:

In Paragraph 13, the first sentence is modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016."

For the Drug Enforcement Administration:

\_\_\_\_\_  
Karl C. Colder  
Special Agent in Charge  
Washington Field Division

Date: \_\_\_\_\_

For the Fairfax County Police Department:

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

Date: \_\_\_\_\_

ACTION - 2

Approval of the FY 2017 and FY 2018 Community Services Performance Contract  
Between the Fairfax-Falls Church Community Services Board and the Virginia  
Department of Behavioral Health and Developmental Services

ISSUE:

Board of Supervisors approval for the Fairfax-Falls Church Community Services Board's acceptance of funds and approval of the FY 2017 and FY 2018 Community Services Performance Contract with the Virginia Department of Behavioral Health and Developmental Services.

RECOMMENDATION:

The County Executive recommends that the Board approve the FY 2017 and FY 2018 Community Services Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and the associated acceptance of funds.

TIMING:

Immediate

BACKGROUND:

The Community Services Performance Contract delineates the responsibilities between the Virginia Department of Behavioral Health and Developmental Services and the community services boards and behavioral health authority for the purpose of providing local public mental health, developmental and substance abuse services. It specifies the conditions to be met for a CSB to receive State-controlled funds, identifies the groups of consumers to be served with State-controlled funds and includes requirements to ensure accountability to the State.

As specified in the Code of Virginia, the Community Services Board (CSB) must make its proposed performance contract available for public review and comment prior to approving and submitting the biennial contract. The proposed FY 2017 and FY 2018 Community Services Performance Contract was available for thirty days for public review and comment. Notices of the comment period were posted at various public facilities, sent electronically through numerous distribution lists and posted on the CSB's web page. Comments were received until July 26, 2016.

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On July 27, 2016, the CSB Board approved the FY 2017 and FY 2018 Community Services Performance Contract, and the contract was presented to the Cities of Fairfax and Falls Church for review and approval.

The contract transfers \$39,387,227 in State-controlled funds to the CSB, which is the total estimate of \$21,960,844 in State funds, \$5,351,891 in Federal funds, \$9,318,424 in Medicaid State Plan Option funds and \$2,756,068 in Medicaid Waiver funds.

FISCAL IMPACT:

This is the contractual mechanism used by the State to transfer \$39,387,227 in State-controlled funds to the CSB. This is a decrease of \$989,691 or 2.45 percent from the FY 2015-FY 2016 contract amount of State-controlled funds, largely attributable to the estimated revenues from Medicaid State Plan Option in the CSB's FY2017 Adopted Budget.

ENCLOSED DOCUMENTS:

Attachment 1 - FY 2017 and FY 2018 Community Services Performance Contract available online at:

<http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>

Please note: Board offices were sent copies of the contract document on June 30, 2016.

STAFF:

Patricia Harrison, Deputy County Executive for Human Services

Tisha Deeghan, Executive Director, Fairfax-Falls Church Community Services Board

Michael Lane, Deputy Director of Operations, Fairfax-Falls Church Community Services Board

Lisa Potter, Director of Strategy and Performance Management, Fairfax-Falls Church Community Services Board

ACTION - 3

Approval of a Resolution Endorsing Projects Being Submitted for State Funding through the Commonwealth Transportation Board's FY2018-FY2023 Smart Scale and FY2018 Revenue Sharing Programs

ISSUE:

Board approval of a resolution endorsing projects (Attachment 1) is requested, so that the Department of Transportation (FCDOT) can apply for state funding through the Commonwealth Transportation Board's (CTB) FY2018–FY2023 Smart Scale (formerly HB2) and FY2018 Revenue Sharing Programs. FCDOT staff is recommending seven projects throughout the County for Smart Scale and two projects for Revenue Sharing.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors:

- Approve Attachment 1 endorsing nine (total) Fairfax County transportation projects for submission to the FY2018-FY2023 Smart Scale and FY2018 Revenue Sharing Programs.
- Approve extending the project limits of the Route 29 project (included in the Smart Scale submissions) from Union Mill Road to Pickwick Road.
- Endorse the Virginia Railway Express (VRE) FY2018-FY2023 Smart Scale submission, Fredericksburg Line Capacity Expansion Project.

TIMING:

Board of Supervisors approval is requested on September 20, 2016, to meet the CTB project submission deadlines of September 30, 2016 for Smart Scale and November 1, 2016, for Revenue Sharing.

BACKGROUND:

**Smart Scale**

During the 2014 Session, the General Assembly passed HB2, which provided for the development of a prioritization process (now called Smart Scale) for projects funded by the CTB. The Smart Scale process was used for the first time last year, for the development of the Six-Year Improvement Program (SYIP) starting July 1, 2016.

The Smart Scale process considers congestion mitigation, economic development, accessibility, safety, land use, and environmental quality to rank candidate projects. The CTB can weigh these factors differently in each of the Commonwealth's transportation districts. Smart Scale requires congestion mitigation to be weighted highest in Northern

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Virginia. The Weighting Framework for Northern Virginia, as well as the Hampton Roads and Fredericksburg areas, is:

- Congestion Mitigation (45%)
- Land Use Coordination (only for areas with population over 200,000) (20%)
- Accessibility (15%)
- Environmental Quality (10%)
- Economic Development (5%)
- Safety (5%)

This process is used for both the Statewide High-Priority Projects and Transportation District Grant which are programs of the Smart Scale effort. Project applications must be submitted for consideration for funding by September 30, 2016. Staff has been working with VDOT, DRPT, and other regional partners to submit pre-applications for County projects to ensure strong final applications for our projects.

The Smart Scale process requires that projects be ranked in priority order, if an applicant is submitting more than one project. Staff developed a Benefit Cost Analysis (BCA) tool to assist in prioritizing projects approved by the Board as part of the Transportation Priorities Plan (TPP) adopted on January 28, 2014. The BCA included a calculation of congestion relief as measured by travel time savings; vehicle emissions reduction; and vehicle operating costs savings as they relate to each project. The table below contains projects (described in Attachment 2) recommended by staff for Smart Scale consideration for FY2018-FY2023, with “not to exceed” amounts for requested funding, and corresponding Benefit Cost Ratio (BCR, life cycle benefits divided by life cycle costs; if such score exists) score which were prepared using that BCA tool. The BCR score is based on 2013 data. Projects having a BCR above 1.0 means the projects will provide benefits exceeding the costs within a 20 year period. A score of less than 1.0 means that it will take more than 20 years for the value of the benefits to exceed the cost of the project.

The BCR scores, along with several additional factors, have been used to prioritize projects for Smart Scale submission. These factors include:

- Consideration of Smart Scale measures - a project that scores well using the County's BCA may not guarantee a high Smart Scale score, since the Smart Scale process considers many additional factors.
- Project readiness.
- Availability of other sources of revenue - Northern Virginia Transportation Authority (NVTA) regional funding for projects in FY2018 and beyond is still available, as well as local County sources beyond FY2020.
- TPP implementation timelines.
- Geographic balance in funding allocations.



Rank	Project	Benefit Cost Ratio	Smart Scale Request (\$000)
1	Route 1 Widening (Mount Vernon Highway to Napper Road)	1.8	\$ 90,000
2	Route 1 Bus Rapid Transit (BRT, Huntington Metrorail Station to Fort Belvoir)	N/A	\$300,000
3	Fairfax County Parkway/Popes Head Road Interchange	7.3	\$ 89,950
4	Soapstone Connector/Dulles Toll Road Overpass	0.6	\$120,000
5	Route 29 Widening (Buckley's Gate Drive to Pickwick Road)	1.5	\$ 49,200
6	Frontier Drive Extension	1.0	\$ 79,500
7	Seven Corners Ring Road (Phase 1A/Segment 1A)	1.2	\$ 52,100

Staff recommends submitting all projects in Attachment 1 for Smart Scale consideration by September 30, 2016. It should be noted that when the Board approved the TPP in January 2014, the limits of the Route 29 Widening extended as far west as Union Mill Road. Staff recommends that the limits be extended further west to Pickwick Road. Extending the limits to Pickwick Road will include the last remaining section of two lane road on northbound Route 29 between Centreville and Fairfax City.

The following project will be submitted by VRE and benefits Fairfax County:

- Fredericksburg Line Capacity Expansion Project

This project will help to reduce congestion in the I-95 corridor.

### Revenue Sharing

The Revenue Sharing program is administered by VDOT, in cooperation with the participating localities, under the authority of Section 33.2-357 of the *Code of Virginia* and the CTB's Revenue Sharing Program Policy. State law provides that the program shall receive between \$15 million and \$200 million in each fiscal year, but the annual allocation of funds for this program is designated by the CTB. \$150 million was provided for the Revenue Sharing Program in FY2017, and it is expected to receive approximately \$100 million in FY2018.

The Revenue Sharing Program provides additional funding for use by a county, city, or town to construct, reconstruct, improve or maintain the highway systems within such county, city, or town, and for eligible rural additions in certain counties of the Commonwealth. These funds must be equally matched, up to \$10 million per locality,

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by VDOT funds. Therefore, if awarded, these funds result in a net increase of state funds available for transportation projects in the County. These funds will be combined with other funds currently programmed for these projects through VDOT's Six Year Improvement Plan.

State law prioritizes project types for the Program, stating that priority will be given: first, to projects that have previously received Revenue Sharing funds; second, to projects that (i) meet a transportation need identified in the Statewide Transportation Plan or (ii) accelerate a project in a locality's capital plan; and third, to projects that address pavement resurfacing and bridge rehabilitation projects where the maintenance needs analysis determines that the infrastructure does not meet the Department's maintenance performance targets.

Staff recommends a total FY2018 Revenue Sharing request of \$10,000,000: \$5,500,000 for the Route 28 Widening project (Prince William County Line to Old Centreville Road/Route 29) , and \$4,500,000 for the Route 1 Widening project (Mount Vernon Highway to Napper Road). Both projects previously received Revenue Sharing funds, and should be considered in the first prioritization tier.

FISCAL IMPACT:

Requests for state funding for FY2018-FY2023 Smart Scale program are shown by project in the table above. No cash match is required for these projects. An equal match of approved funding is required for the Revenue Sharing requests. Staff anticipates requesting regional funding from NVTa to satisfy the local cash match for the FY2018 Revenue Sharing requests and to address any additional funding needs for the applications submitted for the Smart Scale Program. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution of Endorsement of Projects Being Submitted for FY2018-FY2023 State Funding through the Commonwealth Transportation Board's Smart Scale, and FY2018 Revenue Sharing Programs.

Attachment 2 – List of Projects with Descriptions

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT

Todd Minnix, Chief, Transportation Design Division, FCDOT

Gregg Stevenson, Chief, Transportation Planning Division, FCDOT

Karyn Moreland, Section Chief, Capital Projects and Operations Division, FCDOT

Noelle Dominguez, Senior Transportation Planner, Coordination and Funding FCDOT

Malcolm Watson, Senior Transportation Planner, Coordination and Funding, FCDOT

## **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, September 20, 2016, at which meeting a quorum was present and voting, the following resolution was adopted.

### **RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves the submission to the Virginia Department of Transportation requests for funding from the Commonwealth of Transportation Board's Six-Year Improvement Program for FY2018-FY2023 Smart Scale, and FY2018 Revenue Sharing consideration for the following projects with requested amounts not to exceed:

#### **Smart Scale**

- Route 1 Widening (Mount Vernon Highway to Napper Road) - \$90,000,000
- Route 1 Bus Rapid Transit (BRT, Huntington Metrorail Station to Fort Belvoir) - \$300,000,000
- Fairfax County Parkway/Popes Head Road Interchange - \$89,950,000
- Soapstone Connector/Dulles Toll Road Overpass - \$120,000,000
- Route 29 Widening (Buckley's Gate Drive to Pickwick Road) - \$49,200,000
- Frontier Drive Extension - \$79,500,000
- Seven Corners Ring Road (Phase 1A/Segment 1A) - \$52,100,000

#### **Revenue Sharing**

- Route 1 Widening (Mount Vernon Highway to Napper Road) - \$5,500,000
- Route 28 Widening (Prince William County Line to Old Centreville Road/Route 29) - \$4,500,000

Adopted this 20<sup>th</sup> day of September 2016, Fairfax, Virginia

ATTEST \_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board of Supervisors

ATTACHMENT 2

**List of Recommended Projects for Smart Scale (VDOT SYIP FY2018-FY2023), and FY2018 Revenue Sharing (FY2018) Programs Submission**

PROJECT	PROJECT DESCRIPTION	CURRENT COST ESTIMATE	SMART SCALE REQUEST
Route 1 Widening (Mount Vernon Memorial Highway to Napper Road)	The Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. This project will provide a six lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project includes both pedestrian and bicycle facilities and provision for future bus rapid transit.	\$215,000,000	\$90,000,000
Route 1 Bus Rapid Transit (BRT, Huntington Metrorail Station to Fort Belvoir)	The project was recommended per the Route 1 Multimodal Alternatives Analysis. A recommendation from the study included a phased approach, which was to implement median running BRT in the near-term between Huntington in Fairfax County to Woodbridge in Prince William County and expanding Metrorail to Hybla Valley, Fairfax County in the long-term. In May 2015, the Fairfax County Board of Supervisors endorsed phases 1 and 2 of the preferred transit alternative which was to implement median running BRT from the Huntington Metrorail Station to Fort Belvoir.	~\$600,000,000	\$300,000,000

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PROJECT	PROJECT DESCRIPTION	CURRENT COST ESTIMATE	SMART SCALE REQUEST
Fairfax County Parkway/Popes Head Road Interchange	<p>The project provides for an interchange at the intersection of Fairfax County Parkway, Popes Head Road and Shirley Gate Extension. The project includes the following features:</p> <ul style="list-style-type: none"> <li>• Bicycle and pedestrian accommodations.</li> <li>• Future connection to Shirley Gate Road to the east</li> </ul>	\$89,950,000	\$89,950,000
Soapstone Connector/Dulles Toll Road Overpass	<p>The Soapstone Connector is a new roadway, approximately one-half mile long between Sunrise Valley Drive and Sunset Hills Road, in Reston. The project is located west of the new Wiehle-Reston East Metrorail Station and would include a new (bridge) crossing over VA Route 267 (Dulles Toll Road), the Dulles International Airport Access Highway (DIAAH), and the Metrorail Silver Line. The new roadway extension will include pedestrian and bicycle accommodations.</p>	\$161,500,000	\$120,000,000

## ATTACHMENT 2

PROJECT	PROJECT DESCRIPTION	CURRENT COST ESTIMATE	SMART SCALE REQUEST
Route 29 Widening (Buckley's Gate Drive to Pickwick Road Gate)	The project completes widening of Route 29 from Shirley Gate to Centreville, and eliminates the only section of Route 29 that is fewer than six-lanes wide from the City of Fairfax to Centreville. From Pickwick Drive to Union Mill Road, northbound Route 29 will be widened to three-lanes (southbound is already three-lanes wide). This widening project will include pedestrian and bicycle accommodations.	~\$55,900,000	\$49,200,000
Frontier Drive Extension	The Frontier Drive Extension will extend Frontier Drive from its terminus south of the Franconia-Springfield Parkway to Loisdale Road, including improved access to the Franconia-Springfield Metrorail Station and braided ramps to and from the Franconia-Springfield Parkway. Provide on-street parking along Frontier Drive as well as pedestrian and bicycle accommodations.	\$89,500,000	\$79,500,000
Seven Corners Ring Road (Phase 1A/Segment 1A)	The Board of Supervisors adopted an updated Comprehensive Plan for the Seven Corners area that includes a concept for a new Seven Corners Interchange. This project will design and construct the first phase of the new Interchange. This phase consists of a new road connecting Route 7, on the western side of the existing Seven Corners Interchange, with a bridge over Route 50, around the Interchange to Sleepy Hollow Road, back to Route 7 on the eastern side of the Interchange and terminating with a bridge that goes over Route 50.	\$52,100,000	\$52,100,000

## ATTACHMENT 2

PROJECT	PROJECT DESCRIPTION	CURRENT COST ESTIMATE	REVENUE SHARING REQUEST
Route 28 Widening (Prince William County Line to Old Centreville Road/Route 29)	The project consists of widening the existing four lanes (divided) to six lanes (divided) for approximately 2.3 miles, from north of the existing bridge over Bull Run to the intersection with Old Centreville Road/Upperridge Drive. The typical section will include a shared use path on both sides of the roadway. The project also seeks to eliminate split phase signals at all intersections by expanding turning lane approaches. Existing traffic signals will be upgraded; bike and pedestrian crossings will be improved at all intersections.	\$60,625,000	\$5,500,000
Route 1 Widening (Mount Vernon Memorial Highway to Napper Road)	The Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. This project will provide a six lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project includes both pedestrian and bicycle facilities and provision for future bus rapid transit.	\$215,000,000	\$4,500,000

ACTION - 4

Approval to Abandon Segments of Beulah Street (Route 613) and Woodlawn Road (Route 618) and Accept Jeff Todd Way into the State System of Highways (Mount Vernon District)

ISSUE:

Abandonment of the segments of Beulah Street (Route 613) and Woodlawn Road (Route 618) within Fort Belvoir that are closed to traffic and acceptance of Jeff Todd Way into the State System of Highways.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached order (Attachment I) abandoning these roadway segments. It is also recommended that the Board adopt the attached resolution (Attachment II) asking the Virginia Department of Transportation (VDOT) to accept Jeff Todd Way into the State System.

TIMING:

Board action is requested on September 20, 2016, to facilitate finalization of the terms of an agreement between the Virginia Department of Transportation (VDOT) and the Federal Highway Administration (FHWA).

BACKGROUND:

The applicant, VDOT, is requesting that segments of Beulah Street and Woodlawn Road be abandoned. The subject roadways are in the secondary system of highways. Staff is also asking that the Board request VDOT to accept the newly constructed Jeff Todd Way from Richmond Highway (Route 1) to Telegraph Road into the State System of Highways.

The request to abandon the two segments of roadway occurs subsequent to the physical closure of the roadways by the United States Department of Defense (USDOD) following September 11, 2001. When open to traffic, the subject roadways provided for travel by the public through the central areas of the US Army's Fort Belvoir installation. Both roads were reconstructed in the early 1940s when the base was developed. At that time, USDOD granted an easement to VDOT to allow their maintenance and operation of the roads. The roads were unrestricted and did not require clearing a checkpoint for access.



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Following the terrorist attacks of September 11, 2001, the USDOD determined that full closure of the roadways was necessary to maintain security of the installation. USDOD now considers this to be a permanent condition. The closure generated the need for significant detours for traffic between Springfield and Richmond Highway (Route 1). An agreement between FHWA and VDOT led to the completion of Jeff Todd Way between Route 1 and Telegraph Road which bypasses the installation and re-establishes a roadway connection between Springfield and Richmond Highway. A condition of this agreement is the abandonment of the subject roadways.

In December of 2009, the Board of Supervisors held a public hearing on the abandonment of these roadways. After some consideration, the Board decided instead to discontinue the subject roadways from the State Highway System maintenance program, preserving the easement for future roadway purposes. Subsequent to this action, Jeff Todd Way was completed, ensuring a permanent road connection and reducing the impetus for preserving the discontinued easements through the base. The proposed actions would allow a finalization of the terms of the agreement, including public maintenance of Jeff Todd Way.

The acceptance of Jeff Todd Way for public maintenance by VDOT will complete the process to implement an alternative roadway to the former road alignments through the military base. Jeff Todd Way is a four-lane divided roadway connecting two critical north-south routes in the base area. The four-lane roadway on the periphery of the base increases vehicular capacity beyond the previous two-lane roads that are proposed for abandonment which served both through traffic and base operations. It was also unlikely that those roadways would have been improved beyond the two lane cross-sections.

Processing of the roadway abandonments can occur as an administrative action by the Board under Section 33.2-923 of the Code of Virginia. Under that statute, if the roadways proposed for abandonment are being replaced by a roadway that serves the same citizens as the previous alignment, the Board may act without a public hearing to abandon the roads. In this instance, the internal military base roads were closed and replaced with Jeff Todd Way which continues to serve the base and through travel.

Traffic Circulation and Access

The agreement between VDOT and FHWA stipulates that in exchange for right-of-way from Woodlawn Plantation, Fort Belvoir is to donate 2.5 acres of property to the National Historic Trust, owners of the Woodlawn Plantation property. The National Historic Trust would then donate its land area to allow for the construction of the current Jeff Todd Way, between Route 1 and Telegraph Road. The new roadway is intended to absorb the traffic that used the roadways proposed for abandonment as well as enhance access to development of this area of Fort Belvoir associated with the Base Realignment and Closure (BRAC) actions.

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FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment I: Order of Abandonment  
Attachment II: Resolution of Acceptance  
Attachment III: Easement document that created subject roadways  
Attachment IV: Vicinity map

STAFF:  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Gregg Steverson, Division Chief, Transportation Planning Division, FCDOT  
Michael A. Davis, Acting Chief, Site Analysis Section, FCDOT

## ATTACHMENT I

### ORDER OF ABANDONMENT OF SEGMENTS OF

BEULAH STREET (ROUTE 613)  
WOODLAWN ROAD (ROUTE 618)

MOUNT VERNON DISTRICT  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 20th day of September, 2016, it was duly moved and seconded that:

WHEREAS, under the provisions of Virginia Code § 33.2-923, that includes consideration that a new road has replaced these roadways, the Board has determined that no public necessity exists for continuance of these roadways as public roads and that the safety and welfare of the public will be served best by an abandonment;

#### WHEREFORE, BE IT ORDERED:

That segments of Beulah Street (Route #613) and Woodlawn Road (Route #618), located on Tax Maps 100-1, 100-3, 109-1, and 109-2 and described the metes and bounds descriptions annotated in the easement agreement between the United States War Department and the Commonwealth of Virginia granting certain rights to the roadways, recorded among the land records of Fairfax County, Virginia, on December 8, 1945, in Deed Book 471 at Page 144, and shown on the plat, dated '1944' and referenced as 'Exhibit A' in the easement agreement, all attached hereto and incorporated herein, are hereby abandoned as a public roads pursuant to Virginia Code § 33.2-923.

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:

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By: Catherine A. Chianese  
Clerk to the Board

## ATTACHMENT II

### RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, September 20, 2016, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the construction of a segment of Jeff Todd Way from Richmond Highway (Route 1) to Telegraph Road (Route 611) is complete; and,

WHEREAS, the Virginia Department of Transportation (VDOT) has determined that the new construction can be accepted into the Secondary System of State Highways,

NOW THEREFORE, BE IT RESOLVED that this Board hereby requests, pursuant to Virginia Code Section 33.2-705, that the Commonwealth Transportation Board add as part of the secondary system of state highways the centerline of Jeff Todd Way from the centerline of Richmond Highway (Route 1) north 11,456.12 feet, or 2.17 miles, to the centerline of Telegraph Road (Route 611).

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board

DEED BOOK 471 PAGE 144

In the Clerk's Office of the Circuit Court of Fairfax County,  
Virginia, DEC 8 1945 at 10:48 AM.

This Instrument was received and, with the certificate annexed, admitted to record

Teste:

*Thomas H. Chapman, Jr.* Clerk

The SECRETARY OF WAR under and by virtue of the authority in him vested by the act of Congress approved July 5, 1894 (23 Stat. 104; 10 U.S.C. 1348), does hereby grant, sell and convey without covenant or warranty of any kind to the Commonwealth of Virginia, its successors and assigns, hereinafter referred to as the grantee, an easement for a right of way for a public road on and across that portion of the FORT BELVOIR MILITARY RESERVATION, Virginia, as shown in red on Exhibit A attached hereto and made a part hereof and described as follows:

Center line description of Route No. 613 as reconstructed and used between Telegraph Road (Route No. 611) and Route No. 617. Being a strip of land thirty-four feet wide, seventeen feet wide on each side of a center line which is more particularly described as follows:

beginning at a point at the intersection of the center lines of Telegraph Road (Route No. 611) and Route No. 613 (who land now being described) thence (1) South 32 degrees 29 minutes East 5.11 feet to a point, thence (2) Southerly by a line curving toward the right and having a radius of 681.47 feet a distance of 542.56 feet to a point, thence (3) South 2 degrees 47 minutes East 942.26 feet to a point, thence (4) southerly by a line curving toward the right and having a radius of 1432.40 feet a distance of 230.00 feet to a point, thence (5) South 11 degrees 59 minutes East 230.27 feet to a point, thence (6) Southeasterly by a line curving toward the left and having a radius of 248.11 feet a distance of 96.52 feet to a point, said point also being at the intersection of the center line now being described with the center line of Route No. 613 as reconstructed and used, thence continuing along the center line of Route No. 613 (7) South 13 degrees 13 minutes East 74.29 feet to a point, thence (8) Southwesterly by a line curving toward the right and having a radius of 498.22 feet a distance of 162.90 feet, thence (9) South 10 degrees 49 minutes East 1980.94 feet to a point, thence (10) Southeasterly by a line curving toward the left and having a radius of 954.88 feet a distance of 435.78 feet to a point, thence (11) South 15 degrees 19 minutes 40 seconds East 475.47 feet to a point, thence (12) Southeasterly by a line curving toward the right and having a radius of 603.11 feet a distance of 191.73 feet to a point, thence (13) South 2 degrees 53 minutes 20 seconds East 3302.65 feet to a point, thence (14) Southerly by a line curving toward the right and having a radius of 5729.56 feet a distance of 276.67 feet to a point, thence (15) South 5 degrees 23 minutes 20 seconds East 634.97 feet to a point, thence (16) Southwesterly by a line curving toward the right and having a radius of 618.51 feet a distance of 225.71 feet to a point, thence (17) South 21 degrees 27 minutes 20 seconds East 276.24 feet to a point, thence (18) Southerly by a line curving toward the left and having a radius of 498.22 feet a distance of 127.64 feet to a point, thence passing under a viaduct of the Richmond, Fredericksburg and Potomac Railroad (19) South 6 degrees 48 minutes 40 seconds East 159.78 feet to a point, thence approximately (20) South 3 degrees 47 minutes East 148 feet, more or less to a point in the center line of the existing paving of Route No. 613 near its juncture with Route No. 617.

December 15, 1945 - Mailed to:  
Virginia Department of Highways,  
Richmond 19, Virginia.

Center line description of Route No. 618 as reconstructed and used between U. S. Highway No. 1 and State Route No. 618. Being a strip of land thirty-four foot wide, seventeen foot wide on each side of a center line which is more particularly described as follows:

Beginning at a point in the north edge of U. S. Highway No. 1 at its intersection with the center line of Route No. 618 (herein described) thence along said center line (1) North 36 degrees 29 minutes East 58.84 feet to a point; thence (2) North easterly by a line curving toward the right and having a radius of 301.56 feet a distance of 260.35 feet to a point; thence (3) North 13 degrees 59 minutes East 108.48 feet to a point; thence (4) Northwesterly by a line curving toward the left and having a radius of 301.56 feet a distance of 180.35 feet to a point; thence (5) North 21 degrees 17 minutes West 494.00 feet to a point; thence (6) North 20 degrees 38 minutes West 800.00 feet to a point; thence (7) North 19 degrees 55 minutes West 500.00 feet to a point; thence (8) North 20 degrees 36 minutes West 307.08 feet to a point; thence (9) Northwesterly by a line curving toward the right and having a radius of 999.35 feet a distance of 264.25 feet to a point; thence (10) North 5 degrees 27 minutes West 136.88 feet to a point; thence (11) Northwesterly by a line curving toward the left and having a radius of 999.35 feet a distance of 159.49 feet to a point; thence (12) North 15 degrees 10 minutes West 223.44 feet to a point; thence (13) Northwesterly by a line curving toward the right and having a radius of 1998.69 feet a distance of 222.24 feet to a point; thence (14) North 8 degrees 48 minutes West 282.03 feet to a point; thence (15) Northwesterly by a line curving toward the left and having a radius of 998.45 feet a distance of 234.78 feet to a point; thence (16) North 22 degrees 16 minutes West 585.22 feet to a point; thence (17) Northwesterly by a line curving toward the left and having a radius of 605.11 feet a distance of 221.40 feet to a point; thence (18) North 45 degrees 20 minutes West 366.92 feet to a point; thence (19) Northwesterly by a line curving toward the right and having a radius of 449.97 feet a distance of 359.70 feet to a point; thence (20) North 2 degrees 26 minutes East 184.56 feet to a point; thence (21) Northwesterly by a line curving toward the left and having a radius of 599.96 feet a distance of 328.97 feet to a point; thence (22) North 28 degrees 57 minutes West 337.43 feet to a point; thence (23) Easterly by a curve toward the left and having a radius of 350.08 feet a distance of 310.92 feet to a point; thence (24) North 79 degrees 50 minutes West 276.27 feet to a point; thence (25) Northwesterly by a line curving toward the right and having a radius of 1435.70 feet a distance of 208.35 feet to a point; thence (26) North 71 degrees 30 minutes West 131.66 feet to a point; thence (27) Northwesterly by a line curving toward the right and having a radius of 618.51 feet a distance of 655.00 feet to a point; thence (28) North 25 degrees 39 minutes West 369.49 feet to a point; thence (29) Northwesterly by a line curving toward the left and having a radius of 618.51 feet a distance of 340.00 feet to a point; thence (30) North 42 degrees 27 minutes West 455.09 feet to a point; thence (31) Northwesterly by a line curving toward the left and having a radius of 618.51 feet a distance of 167.14 feet to a point; thence (32) North 54 degrees 09 minutes West 22.17 feet to a point; thence (33) Northwesterly by a line curving toward the right having a radius of 618.51 feet a distance of 168.57 feet to a point; thence (34) North 42 degrees 21 minutes West 353.57 feet to a point; thence (35) Northwesterly by a line curving toward the right having a radius of 2864.79 feet a distance of 219.17 feet to a point; thence (36) North 37 degrees 58 minutes West 255.63 feet to a point; thence (37) Northwesterly by a line curving toward the right having a radius of 249.11 feet a distance of 120.68 feet to a point on the centerline of Route No. 618.

said point of ending being at Station 20 plus 47.94 on the center line of said Route No. 613 as relocated.

Together with all additional land necessary for the construction of proper drainage ditches and slopes in cuts and fills.

The above described rights of way are more clearly shown and defined on the plat attached hereto and made a part hereof.

All bearings herein mentioned are referred to magnetic meridian of 1944.

THIS EASEMENT is granted subject to the following provisions and conditions;

1. That all work incident to the maintenance, use and repair of said roadway and facilities shall be accomplished without cost or expense to the United States.
2. That the United States shall not be liable for any damages to property or injuries to persons resulting from the exercise by the Grantee of the privileges contained in this grant, and the Grantee shall hold the United States harmless from any and all such claims.
3. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.
4. That it is to be understood that this instrument is effective only insofar as the rights of the United States in the lands over which the said road or street is to be extended are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.
5. That it is understood that no provisions or conditions of this instrument shall abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the maintenance, use or repair of the road described herein.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the War Department by direction of the Under Secretary of War this 26<sup>th</sup> day of October, 1945.

  
GEORGE D. GRAAF  
Colonel, Quartermaster Corps  
Assistant

Signed and sealed in the presence of;

Anna P. Lanigan

Catherine L. O'Connor



UNITED STATES OF AMERICA }  
DISTRICT OF COLUMBIA } SS

On this 26<sup>th</sup> day of October, 1945, before  
me, Anna P. Langen, the undersigned officer,  
personally appeared George De Graaf,  
known to me to be the person whose name is subscribed to the  
within instrument and acknowledged that he executed the same by  
direction of the Under Secretary of War for the purposes therein  
contained.

IN WITNESS WHEREOF I hereto set my hand and official  
seal.

Anna P. Langen

My Commission Expires

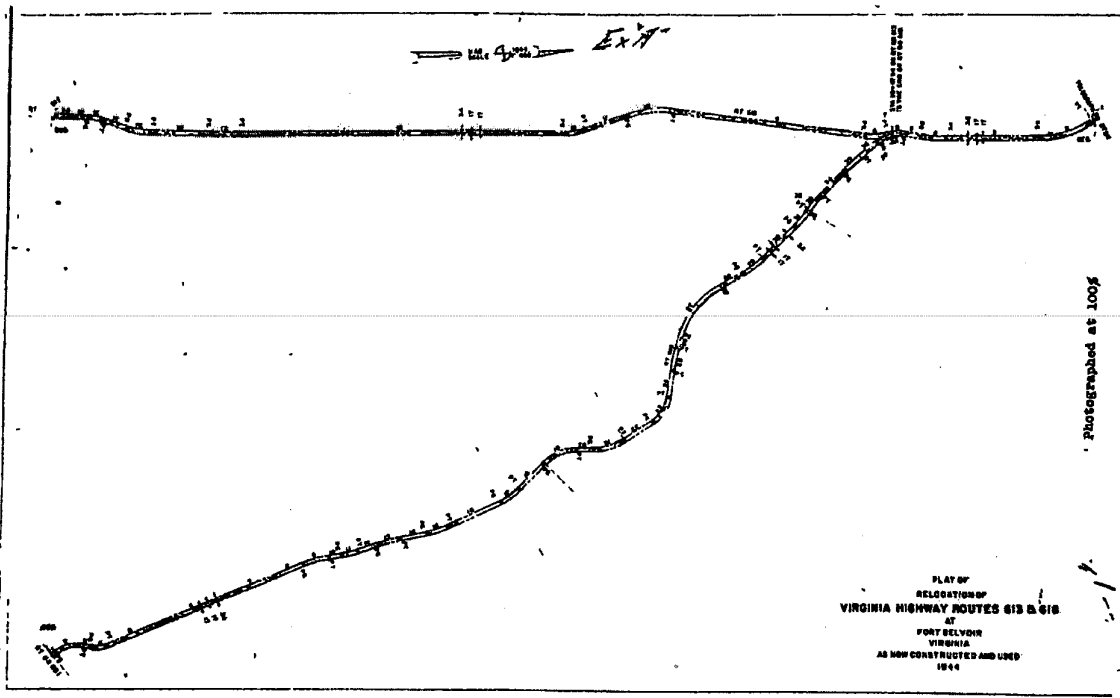
June 15 1946

In the Clerk's Office of the Circuit Court of Fairfax County,  
Virginia, DEC 8 1945 at 11:15 A.M.  
with Plat attached  
This Instrument, was received and, with the certificate an-  
nounced, admitted to record

Teste

Thomas P. Chapman, Jr. Clerk

PER 471 ME 148



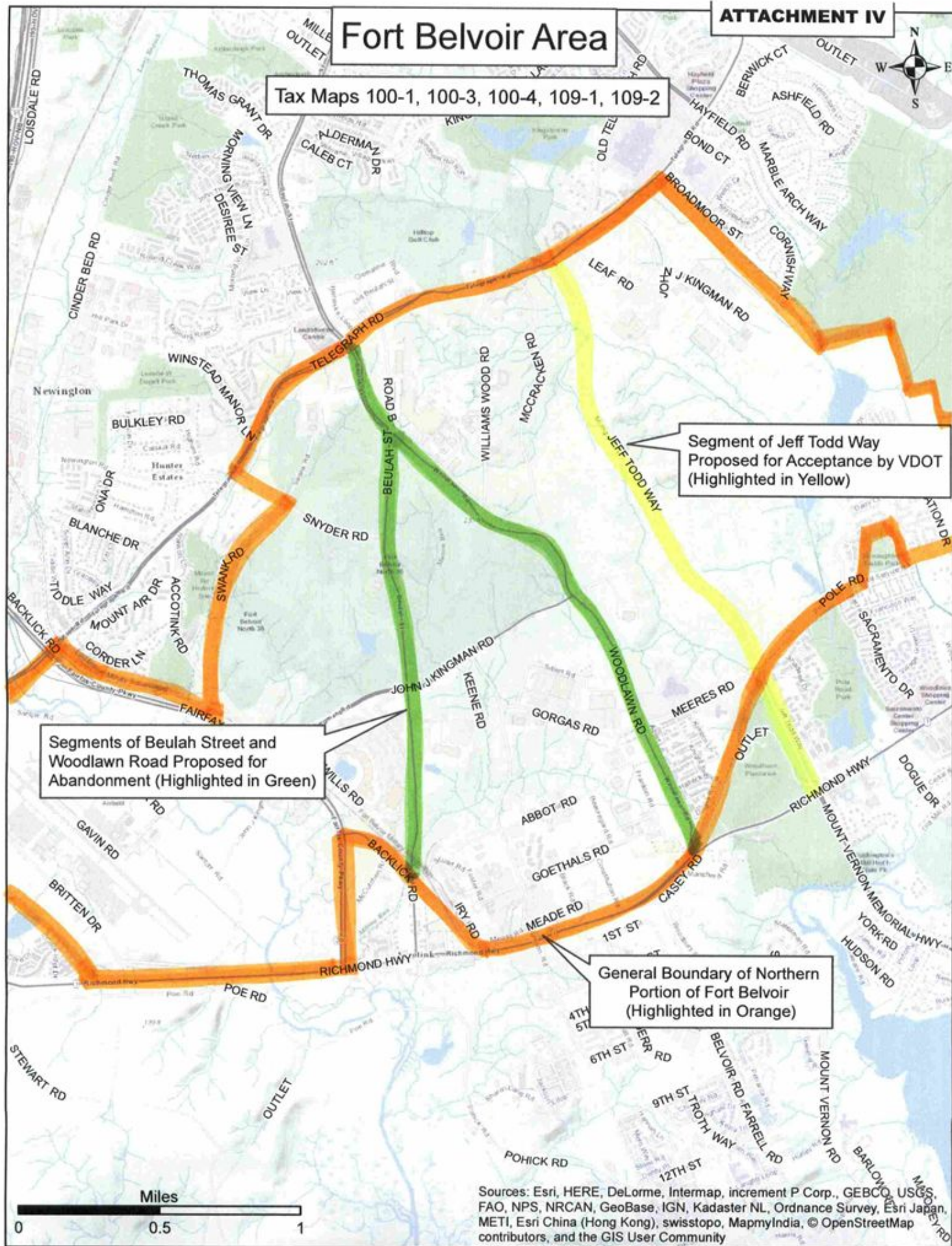
PLAN OF  
RELOCATION OF  
VIRGINIA HIGHWAY ROUTES 613 & 618  
AT  
FORT BELVOIR  
VIRGINIA  
AS NOW CONSTRUCTED AND USED  
1944

Photographed at 1005

# Fort Belvoir Area

ATTACHMENT IV

Tax Maps 100-1, 100-3, 100-4, 109-1, 109-2



Segment of Jeff Todd Way Proposed for Acceptance by VDOT (Highlighted in Yellow)

Segments of Beulah Street and Woodlawn Road Proposed for Abandonment (Highlighted in Green)

General Boundary of Northern Portion of Fort Belvoir (Highlighted in Orange)

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ACTION - 5

Approval of the Project Agreement Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2017 Funding for I-95 Transit and Transportation Demand Management Plan Operating Assistance

ISSUE:

Approval for the Director of the Department of Transportation to sign the Project Agreement with DRPT to enable the County to receive FY 2017 funding for I-95 Transit and Travel Demand Management (TDM) Plan operating assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to sign the Project Agreement between DRPT and Fairfax County, in substantial form as the attached, to fund Fairfax County's I-95 Transit and TDM Plan operating assistance (Attachment 1).

TIMING:

The Board of Supervisors should act on this item on September 20, 2016, so that DRPT can release FY 2017 funding for the TDM Plan operating assistance.

BACKGROUND:

The I-95 Corridor Transit and TDM Plan was developed to provide the Commonwealth of Virginia with recommendations, including both operations and capital investments, to complement the I-95 High Occupancy Toll/High Occupancy Vehicle (HOT/HOV) lanes improvements. The plan pivots off of the 2008 DRPT I-95/I-395 Transit/TDM Study. This plan maximizes utilization of the HOT/HOV lanes network and responds to the demand for increased public transportation and ridesharing. The I-95 Transit and TDM Plan was developed by the Virginia Department of Rail and Public Transportation (DRPT) and the Virginia Public-Private Transportation Act (PPTA) Office. A multi-jurisdictional stakeholder group was formed early in the study process to provide technical input into the study. The stakeholder group held meetings at three key points during the course of the study. These meetings resulted in defining cost-effective transit and TDM improvements for the I-95 corridor for 2015, 2035 and beyond. This grant is used to fund the operating cost of Fairfax Connector bus route 393, which operates from the Saratoga Park-and-Ride and the Gambrill Road Park-and-Ride in the Springfield area to the Mark Center and the Pentagon.

Board Agenda Item  
September 20, 2016

FISCAL IMPACT:

Funding in the amount of \$283,285 is budgeted in Fund 40000, County Transit Systems. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Agreement for Grant # 71317-13: I-95 Transit and TDM Plan Operating Assistance

Attachment 2 - Fairfax County Board of Supervisors Agreement Execution Resolution for the I-95 Transit and TDM Plan Operating Assistance Project Agreement

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Joanna Faust, Assistant County Attorney

Malcolm Watson, Coordination and Funding Division, FCDOT



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 71317-13**

This Project Agreement (“Agreement”) effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding for the I-95 Transit and TDM Plan operating assistance (“Project”).

WHEREAS, the Grantee submitted an application to the Department for funding in the Fiscal Year 2017 Six Year Improvement Program for I-95 Operating Assistance; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. I-95 Transit and TDM Plan operating assistance.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$283,285 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.
4. The State grant funding amount is calculated based on a 45 percent farebox recovery rate. If the farebox recovery rate exceeds 45 percent for the grant period, the Department will

reduce future grants to the Grantee by the overfunded amount. If the actual farebox recovery rate falls below 45% for the grant period, the Grantee can request an amendment to this Agreement to provide for the additional net operating costs incurred.

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

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

*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## **Appendix 1**

**Grantee: Fairfax County**

**Project: I-95 Transit and TDM Plan Operating  
Assistance**

**State Project Agreement**

**Project Number: 71317-13**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2017**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 100%)	\$283,285
	Total Project Expense	\$283,285

In no event shall this grant exceed \$283,285.

## **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, September 20, 2016, 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 the County of Fairfax, Virginia, authorizes the Director of the Department of Transportation to execute, on behalf of the County of Fairfax, a Project Agreement with the Virginia Department of Rail and Public Transportation (DRPT) for the provision of funding for the I-95 Transit and Transportation Demand Management Plan operating assistance.

Adopted this 20<sup>th</sup> day of September 2016, Fairfax, Virginia

ATTEST \_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board of Supervisors

ACTION - 6

Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2017 Transit Assistance Grant Funds

ISSUE:

Approval for the Director of the Department of Transportation to sign 13 Project Agreements with DRPT to enable the County's receipt of FY 2017 transit operating and capital assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to sign 13 Project Agreements between DRPT and Fairfax County, in substantial form as those attached, for FY 2017 transit operating and capital assistance (Attachments 1 through 13).

TIMING:

The Board of Supervisors should act on this item on September 20, 2016, so that DRPT can release FY 2017 transit funding to Fairfax County.

BACKGROUND:

For more than 30 years, the state has disbursed state transit assistance to the Northern Virginia jurisdictions through the Northern Virginia Transportation Commission (NVTC). Pursuant to the Code of Virginia, NVTC uses a Subsidy Allocation Model (SAM) to distribute regional transit funding among the jurisdictions. The Northern Virginia jurisdictions are satisfied with the current SAM which has been in place for more than ten years.

Prior to 2013, NVTC processed three main funding agreements between Fairfax County and DRPT: two for Washington Metropolitan Area Transit Authority (WMATA) regional projects and one for Fairfax County local projects. In 2012, Fairfax County and DRPT entered into a Master Agreement for the Use of Commonwealth Transportation Funds (the Master Agreement), which provides the basis for which the County receives numerous transportation project grant funds. Beginning with FY 2013, DRPT required each NVTC jurisdiction to contract directly with the State for transit assistance. As a result of this requirement, Fairfax County needed to process as many as 48 separate agreements to receive transit funding in FY 2013, 2014, and 2015.

In FY2016, NVTC was again able to act as Fairfax County's agent for WMATA regional agreements, reducing the number of project agreements that Fairfax County was required to process. Though the process has improved, FCDOT staff continues to work with DRPT to streamline this annual process. As mentioned above, in FY 2017, Fairfax County will process 13 agreements.

FISCAL IMPACT:

The FY 2017 funding in the Six-Year Improvement Program provides the County with \$11,331,350 for approved Fairfax County Transit Capital Projects and \$16,347,226 for operating assistance. Capital funding from the Commonwealth is provided on a reimbursement basis after the purchase and/or project is complete. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Grant # 72017-23: Operating Assistance  
Attachment 2 – Project Grant # 73017-61: Construction of Rail Related Facilities – Herndon Garage  
Attachment 3 – Project Grant # 73017-62: Purchase ADP Hardware  
Attachment 4 – Project Grant # 73017-63: Construction of Rail Related Facilities – Innovation Center Garage  
Attachment 5 – Project Grant # 73017-64: Bus Construction Administrative/Maintenance Facility – Springfield CBC Parking  
Attachment 6 – Project Grant # 73017-65: Bus 3rd Party Contract Audit  
Attachment 7 – Project Grant # 73017-66: Purchase Spare Parts, ACM Items  
Attachment 8 – Project Grant # 73017-67: Purchase Shop Equipment  
Attachment 9 – Project Grant # 73017-68: Bus Construction Administrative/Maintenance Facility – GMU Transit Center  
Attachment 10 – Project Grant # 73017-69: Purchase Passenger Shelters  
Attachment 11 – Project Grant # 73017-70: Rehabilitate/Rebuild Buses  
Attachment 12 – Project Grant # 73017-71: Bus Construction Administrative/Maintenance Facility – West Ox  
Attachment 13 – Project Grant # 73017-72: Purchase Expansion Buses 40-ft (2)

STAFF:

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

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 72017-23**

This Project Agreement (“Agreement”), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively the “Parties”), is for the provision of funding for Fiscal Year 2017 operating assistance (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”), on behalf of the Grantee submitted an application to the Department for funding in the Fiscal Year 2017 Six Year Improvement Program for the Operating Assistance Program; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Fiscal Year 2017 operating assistance.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$16,347,226 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

*This space intentionally left blank*

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IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Fiscal Year 2017 Operating Assistance**

### **State Project Agreement**

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**Project Number: 72017-23**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2017**

### **Operating Assistance Payment Schedule**

<b>Payment No.</b>	<b>Estimated Payment Date</b>	<b>Payment Amount</b>
1	August 15, 2016	\$4,086,807
2	November 15, 2016	\$4,086,807
3	February 15, 2017	\$4,086,806
4	May 15, 2017	\$4,086,806
<b>TOTAL GRANT AMOUNT</b>		<b>\$16,347,226</b>

In no event shall this grant exceed \$16,347,226.



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-61**

This Project Agreement (“Agreement”), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Herndon Metrorail parking garage – phase 2 of the Silver Line project (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Herndon Metrorail parking garage – phase 2 of the Silver Line project.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$4,182,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

---

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Herndon Metrorail Parking Garage – Silver Line Phase 2**

### **Capital Project Agreement**

---

**Project Number: 73017-61**

**Project Start Date: July 1, 2016**

**Project Expiration Date: December 31, 2019**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 34%)	\$ 4,182,000
1400	Local expense (share of project cost - 66%)	\$ 8,118,000
	Total Project Expense	\$12,300,000

In no event shall this grant exceed \$4,182,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-62**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the purchase of automated data processing hardware for fleet ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Automated data processing hardware for fleet.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$612,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Automated Data Processing Hardware for Fleet**

**Capital Project Agreement**

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**Project Number: 73017-62**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 68%)	\$612,000
1400	Local expense (share of project cost - 32%)	\$288,000
	Total Project Expense	\$900,000

In no event shall this grant exceed \$612,000.



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-63**

This Project Agreement (“Agreement”), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Innovation Center Metrorail parking garage – phase 2 of Silver Line project (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Innovation Center Metrorail parking garage – phase 2 of Silver Line project.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$680,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Innovation Center Metrorail Parking Garage – Silver Line Phase 2**

**Capital Project Agreement**

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**Project Number: 73017-63**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 34%)	\$ 680,000
1400	Local expense (share of project cost - 66%)	\$1,320,000
	Total Project Expense	\$2,000,000

In no event shall this grant exceed \$680,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-64**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the Springfield CBC parking garage ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Springfield CBC parking garage.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$124,100 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Springfield CBC Parking Garage**

**Capital Project Agreement**

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**Project Number: 73017-64**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2019**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 34%)	\$124,100
1400	Local expense (share of project cost - 66%)	\$240,900
	Total Project Expense	\$365,000

In no event shall this grant exceed \$124,100.



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-65**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the third party bus inspection contract audit ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Third party bus inspection contract audit.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$306,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Third Party Bus Inspection Contract Audit**

**Capital Project Agreement**

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**Project Number: 73017-65**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 68%)	\$306,000
1400	Local expense (share of project cost - 32%)	\$144,000
	Total Project Expense	\$450,000

In no event shall this grant exceed \$306,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-66**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the purchase of spare parts and associated capital maintenance items ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase spare parts and associated capital maintenance items.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$76,500 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Purchase Spare Parts and Associated Capital Maintenance Items**

### **Capital Project Agreement**

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**Project Number: 73017-66**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 17%)	\$ 76,500
1400	Local expense (share of project cost - 83%)	\$373,500
	Total Project Expense	\$450,000

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



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-67**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the purchase of shop equipment ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase shop equipment.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$12,750 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Purchase Shop Equipment**

**Capital Project Agreement**

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**Project Number: 73017-67**

**Project Start Date: July 1, 2016**

**Project Expiration Date: December 31, 2017**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 17%)	\$12,750
1400	Local expense (share of project cost - 83%)	\$62,250
	Total Project Expense	\$75,000

In no event shall this grant exceed \$12,750.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-68**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the construction of George Mason University Fairfax campus transit center ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Construction of George Mason University Fairfax campus transit center.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$272,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Construction of George Mason University Fairfax Campus Transit Center**

### **Capital Project Agreement**

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**Project Number: 73017-68**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 34%)	\$272,000
1400	Local expense (share of project cost - 66%)	\$528,000
	Total Project Expense	\$800,000

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



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-69**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the purchase of passenger shelters ("Project").

WHEREAS, WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase passenger shelters.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$340,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Purchase Passenger Shelters**

**Capital Project Agreement**

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**Project Number: 73017-69**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$ 340,000
1400	Local expense (share of project cost - 66%)	\$ 660,000
	Total Project Expense	\$1,000,000

In no event shall this grant exceed \$340,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-70**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the rehabilitation/rebuilding of buses ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Rehabilitate/Rebuild buses.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$2,176,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Rehabilitate/Rebuild Buses**

**Capital Project Agreement**

**Project Number: 73017-70**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 68%)	\$2,176,000
1400	Local expense (share of project cost - 32%)	\$1,024,000
	Total Project Expense	\$3,200,000

In no event shall this grant exceed \$2,176,000.



**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-71**

This Project Agreement ("Agreement"), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding the construction of the West Ox Road bus facility ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Construction of the West Ox Road bus facility.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$1,870,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

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*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Construction of the West Ox Road Bus Facility**

### **Capital Project Agreement**

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**Project Number: 73017-71**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 34%)	\$1,870,000
1400	Local expense (share of project cost - 66%)	\$3,630,000
	Total Project Expense	\$5,500,000

In no event shall this grant exceed \$1,870,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 73017-72**

This Project Agreement (“Agreement”), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the purchase of two 40 foot expansion buses (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”), on behalf of the Grantee submitted an application to the Department for capital program funding in the Fiscal Year 2017 Six Year Improvement Program for the Project; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase two 40 foot expansion buses.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$680,000 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

---

*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Purchase Two 40 Foot Expansion Buses**

**Capital Project Agreement**

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**Project Number: 73017-72**

**Project Start Date: July 1, 2016**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 68%)	\$ 680,000
1400	Local expense (share of project cost - 32%)	\$ 320,000
	Total Project Expense	\$1,000,000

In no event shall this grant exceed \$680,000.



ACTION – 7

Approval of Memorandum of Understanding Between George Mason University, Fairfax County and the Fairfax-Falls Church Community Services Board Establishing Collaboration with the Entity's Law Enforcement at the Merrifield Crisis Response Center for People Experiencing a Psychological Crisis

ISSUE:

The Fairfax-Falls Church Community Services Board (CSB) provides emergency screening for individuals detained through emergency custody (ECO), temporary detention (TDO), and for others in search of crisis intervention and support. This Memorandum of Understanding allows law enforcement officers (LEO) from George Mason University within the CSB service area to have the opportunity to have the Crisis Intervention trained police officer or deputy sheriff on duty at the Merrifield Crisis Response Center (MCRC) take custody of an individual in lieu of being charged with a minor crime, being held by an LEO through an ECO, allowing the LEO to return to patrol or other duties as assigned by their respective jurisdiction.

RECOMMENDATION:

The County Executive recommends approval of this Memorandum of Understanding.

TIMING:

Board action is requested on September 20, 2016, to allow for stronger collaboration with George Mason University Police Department within the CSB service area, and to serve individuals in crisis at the MCRC in the best way possible.

BACKGROUND:

Diversion First offers alternatives to incarceration for people with mental illness and/or a co-occurring substance use disorder, or for those with developmental disability, who may come into contact with law enforcement for minor crimes. Diversion First helps prevent unnecessary entry into the criminal justice system by sending people experiencing psychological crisis to assessment and treatment when jail is clearly not the appropriate place for them.

The MCRC opened on January 1, 2016, and is located within the Merrifield Emergency Services of the CSB. The MCRC is staffed with on-duty Crisis-Intervention-Trained officers of both the Fairfax County Police Department and the Fairfax County Office of

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the Sheriff (the MCRC officers). Law enforcement officers on patrol are able to transport individuals experiencing psychological crisis to the Merrifield site for assessment, hospitalization if necessary, or other stabilization services. The MCRC officers on site are able to take custody of the individuals in crisis, allowing the LEO who originally detained the individual to return to patrol. The MCRC officer may also be able to transport the individual to the facility of temporary detention.

The Memorandum of Understanding provides the legal basis and procedures for the MCRC officers to take custody from LEOs from this other jurisdiction instead of having to remain with the individual they detained at the site through the entire assessment and TDO process, which can last several hours. At the Board meeting on May 17, 2016, MOUs were approved between the Fairfax County Board of Supervisors, the Fairfax-Falls Church Community Services Board and the Town of Vienna, the City of Fairfax, the Town of Herndon, and the Northern Virginia Community College.

FISCAL IMPACT:

None. The staffing at the MCRC has been achieved through realignment of existing resources.

ENCLOSED DOCUMENT:

Attachment 1: MOU between George Mason University, Fairfax County and the Fairfax-Falls Church Community Services Board

STAFF:

Laura Yager, Diversion First Project Manager, Office of County Executive  
Tisha Deeghan, Executive Director, Fairfax-Falls Church Community Services Board  
David Rohrer, Deputy County Executive

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRFAX COUNTY  
BOARD OF SUPERVISORS, THE FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD,  
AND GEORGE MASON UNIVERSITY**

**I. PARTIES:**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Board of Supervisors of Fairfax County, Virginia (County), the Fairfax-Falls Church Community Services Board (CSB), and George Mason University (GMU), for the purpose of identifying responsibilities of each party to the Crisis Intervention Team Program (CIT), a collaborative mental health and criminal justice program serving the CSB's service area which includes the County of Fairfax (County), the City of Falls Church, the City of Fairfax, the Town of Vienna, the Town of Herndon, the Town of Clifton, George Mason University's campus, located in the City of Fairfax, and the Northern Virginia Community College campus, located in the County.

**II. TERM:**

The term of this MOU shall commence on \_\_\_\_\_, 2016 and end on December 31, 2016. This MOU may be extended for five successive one year periods upon the agreement of the parties hereto in writing. Extensions shall not be automatic and shall be by written amendment signed by the parties hereto.

**III. AUTHORITY:**

- A. The CSB is an administrative policy community services board established by the County, the City of Fairfax and the City of Falls Church to provide appropriate services for persons with mental illness and substance abuse, or co-occurring disorders and/or those with intellectual disabilities.
- B. Pursuant to Va. Code Ann. §§ 37.2-808, -810 and 16.1-340, -340.2 because the CSB serves more than one jurisdiction, a magistrate shall specify the primary law-enforcement agency, or any other willing law enforcement agency, to provide transportation and execute the order of temporary detention within the CSB's service area where the person who is the subject of the emergency custody order is taken into custody. If the person has not yet been taken into custody, the primary law-enforcement agency specified by the magistrate to execute the order and provide transportation is the one from the jurisdiction where the person is then presently located.

- C. The CIT Merrifield Crisis Response Center (MCRC) is a licensed facility with, pursuant to this MOU, and in conjunction with the Fairfax County Police Department (FCPD) and the Fairfax County Sheriff's Office (Sheriff's Office), who will provide the MCRC with the ability to provide the level of security necessary to protect persons and others from harm and, in conjunction with the FCPD and the Sheriff's Office, is capable of providing such security. The CSB agrees to provide GMU with a copy of its licensure. The MCRC is a facility located in Merrifield, Virginia, less than .5 miles of the INOVA Fairfax Hospital and the Northern Virginia Mental Health Institute. The MCRC will be staffed by CSB Emergency Services clinical staff who are Virginia Certified Prescreeners (CSB Prescreener). A function of the MCRC is to provide an assessment of persons in the custody of a law enforcement officer as a result of an emergency custody order (ECO) issued by a County magistrate pursuant to Va. Code Ann. §§ 37.2-808 (A) through (F) and (I) through (O), or Va. Code Ann. §§ 16.1-340 (A) through (F) and (I) through (O), or in the emergency custody of a law enforcement officer pursuant to Va. Code Ann. §§ 37.2-808 (G) or (H), or Va. Code Ann. §§ 16.2-340 (G) or (H), (paperless ECO).
- D. Va. Code Ann. §§ 37.2-808 (E) and 16.1-340(E) provides for a licensed facility, such as the CSB's MCRC within CSB Emergency Services, to enter into an MOU with the FCPD and with the Sheriff's Office to provide the requisite level of safety and security necessary to protect such person and others from harm while at the MCRC. Va. Code Ann. §§ 37.2-810 and 16.1-340.2 provides that the FCPD and the Sheriff's Office may each agree to be a willing law enforcement agency specified by a magistrate to provide transportation and execute the order of temporary detention within the CSB's service area.

#### **IV. PURPOSE:**

To establish the terms and conditions under which the MCRC will function and, in conjunction with the FCPD and the Sheriff's Office, provide the level of security necessary to protect persons and others from harm while detained at the MCRC. This MOU is only applicable to persons who are in the custody of an FCPD law enforcement officer (FCPD officer), Sheriff's deputy, or another law enforcement officer in Virginia, such as a GMU law enforcement officer with which the Fairfax County Board of Supervisors has entered into this agreement with GMU (Qualified Officer), to allow a CIT trained law enforcement officer assigned to the MCRC, as defined below in Part V(A)(2), to take custody of a person detained by such Qualified Officer, as a result of an ECO issued by a County magistrate pursuant to Va. Code Ann. §§ 37.2-808 (A) through (F), and (I) through (O), or Va. Code Ann. §§ 16.1-340 (A) through (F) and (I) through (O), or in the emergency custody of a Qualified Officer pursuant to Va. Code Ann. §§ 37.2-808 (G) or (H), or Va. Code Ann. §§ 16.2-340 (G) or (H).

## **V. RESPONSIBILITIES OF CSB:**

The CSB will have sole responsibility for obtaining the appropriate licensing for the MCRC and for complying with all applicable regulations for the facility. The CSB will also have sole responsibility for maintaining the MCRC facility and staffing CSB Prescreeners and any other individual necessary to complete the evaluation process or preliminary medical screening.

## **VI. RESPONSIBILITIES DURING THE ECO PROCESS:**

Pursuant to the stated purpose of this MOU, the County, the CSB and GMU agree to the following responsibilities and procedures:

- A. When a Qualified Officer who has probable cause to believe that a person meets the criteria of Va. Code Ann. § 37.2-808(A) or, if a juvenile, Va. Code Ann. § 16.1-340(A), and requires an assessment pursuant to a magistrate issued ECO or takes a person into emergency custody through a paperless ECO, the County, the CSB and GMU agree that the following shall occur:
  1. The Qualified Officer, as required by Va. Code Ann. § 37.2-808(J) or Va. Code Ann. § 16.1-340(J), as soon as practicable after execution of the ECO or after the person has been taken into custody pursuant to a paperless ECO, will call **703-573-5679** to notify the CSB Prescreener who is responsible for conducting the required evaluation under §§ 37.2-808 or 16.1-340 to inform the MCRC that a person has been taken into custody pursuant to §§ 37.2-808 or 16.1-340, provide the name, date of birth, and any other available information regarding the person in custody, and provide the estimated time of arrival at the MCRC of the Qualified Officer and the person in custody.
  2. The FCPD and the Sheriff's Office have separately agreed, pursuant to Va. Code Ann. §§ 37.2-810 and 16.1-340.2, to each be a willing law enforcement agency to provide transportation and execute the order of temporary detention, and the FCPD and the Sheriff's Office have each also agreed to assign to the MCRC, only an FCPD officer(s) and a deputy sheriff(s) who has successfully completed crisis intervention team training in accordance with the *Essential Elements for the Commonwealth of Virginia's Crisis Intervention Team Programs (CIT)*, the CIT Program Development Guidance, Department of Criminal Justice Services and Department of Behavioral Health Services, September 8, 2011 (updated October 1, 2014) (MCRC officer). Such MCRC officer will be available, as provided below between the hours of 11:30 a.m. one day to 8:00 a.m. the following day, seven days a week.
  3. A Qualified Officer who has a person in custody will enter the MCRC through the designated Emergency Services lower level entrance and inform the MCRC officer of his or her arrival with the person in custody.
  4. The Qualified Officer, the MCRC officer, and the CSB Prescreener will discuss the facts and circumstances leading the Qualified Officer to take the person into

emergency custody, or the reason, if known, that an ECO was issued by a County magistrate. The MCRC officer will decide, in his or her sole discretion, whether or not the MCRC officer is able at that time to take custody of that person and to provide the level of security necessary for the person in custody, based on the MCRC officer's evaluation of the needs of the person in custody, the staffing levels and needs of any other persons being served at the MCRC and/or the CSB's Emergency Services facility where the MCRC is located, including but not limited to, the safety and provision of services by staff to all persons present at either facility, and any other factors the MCRC officer believes are relevant.

B. Determination based on this evaluation:

1. Upon determination by the MCRC officer that he or she is able to provide the necessary level of security during the period of time the person in the Qualified Officer's custody will need to remain at the MCRC, the MCRC officer will take custody of that person while at the MCRC, and the Qualified Officer may leave the MCRC only after the MCRC officer has taken custody and directed that the Qualified Officer may leave the MCRC.
2. If the MCRC officer decides for any reason that the level of security the MCRC officer is able to provide is not sufficient to protect the MCRC, its staff, the person being detained, any other person at the Merrifield Center, or a member of the public, the MCRC officer will so inform the Qualified Officer who then must maintain the custody of the person detained for the entire period of time that such person is required to remain at the MCRC, and the Qualified Officer will then transport such detained person to the facility designated in the Temporary Detention Order (TDO) by the magistrate, if issued, including to obtain medical clearance for the person who is the subject of the TDO, and/or to follow any other order contained in the TDO.
3. At any time, the MCRC officer, based on his or her sole determination, may require the Qualified Officer who originally had custody of the person being detained at the MCRC, or another Qualified Officer from the same locality or entity as the original Qualified Officer, to return to the MCRC to take custody of that person for whatever reason, including, but not limited to, a change in the level of security required at the MCRC to maintain the peace and good order at the MCRC, and/or to transport the person being detained at the MCRC to the facility of temporary detention as ordered in the TDO, if issued, including to obtain medical clearance for the person who is the subject of the TDO, and/or to carry out any other order in the TDO as required.
4. Once inside the MCRC, or other such treatment room as designated by the MCRC officer or the CSB Prescreener, the CSB Prescreener will conduct the evaluation required by the Code of Virginia and provide the necessary services, if any, pursuant to the policies of the CSB, and the CSB Prescreener will conduct a preliminary medical screening as part of the pre-admission screening process.

5. It is understood by the parties that a person detained at the MCRC may require further medical evaluation or treatment at INOVA Fairfax Hospital or another hospital emergency department as deemed necessary by the CSB Prescreeener, or as required by the facility of temporary detention designated in the TDO. If any transportation of the person detained at the MCRC is required for any reason, the MCRC officer will determine whether or not the MCRC officer or Qualified Officer who originally had custody of the person then detained at the MCRC, or another Qualified Officer from the same locality or entity as the original Qualified Officer, will take custody of the person detained and provide the transportation to a hospital emergency room.

#### **VII. RESPONSIBILITIES IN THE EVENT THE RESPONDENT IS RELEASED FROM THE ECO:**

The CSB Prescreeener is responsible for determining whether a person does not meet, or no longer meets, the criteria set for in Va. Code Ann. §§ 37.2-808 or 16.1-340 for the person's continued detention. If the CSB Prescreeener makes this determination, then the person will be immediately released from custody of any law enforcement officer at the MCRC. The person will also be released from custody at the MCRC after the eight (8) hour period during which any ECO is valid has expired.

- A. If the person who was previously in custody at the MCRC asks to be transported to the place from which he or she was originally detained, then a Peer Specialist, other CSB staff member, family member, or other individual that serves as a support mechanism may transport the previously detained person to return him or her to the place where he or she was originally detained or to another supportive environment within a reasonable distance from the place of original detention. If none of the above-listed people are available to transport the previously detained person, the CSB may provide the previously detained person with suitable public transportation.
- B. As required, the CSB Prescreeener will transmit the completed ECO paperwork by facsimile to the court and/or facility of temporary detention designated by the issuing magistrate pursuant to Va. Code Ann. §§ 37.2-808(C) or 16.1-340(C).

#### **VIII. RESPONSIBILITIES DURING TDO PROCESS:**

- A. When a TDO is issued for an individual who is currently located at the MCRC, the following procedures will apply:
  1. The Prescreeener who located the facility of temporary detention for the person who is the subject of the TDO will request the magistrate to transmit the TDO paperwork by facsimile to the MCRC at **703-876-1640** when the TDO is issued.
  2. The MCRC officer, or whichever Qualified Officer executes the TDO, will send a copy of the fully executed TDO to the County Attorney's Office, using only the secure facsimile number, at **703- 653-1366**. Whichever officer executes the TDO may have

the CSB Prescreener include a copy of the executed TDO in the transmission to that secure facsimile number of the Petition and Prescreen, if a copy of the executed TDO is available at the time of that transmission.

- B. When a TDO is issued for an individual who is located in a facility other than the MCRC (e.g., a hospital emergency department or hospital of temporary detention), the Qualified Officer who originally detained the person, or another Qualified Officer from the same locality or entity as the original Qualified Officer will, upon receipt of the TDO at the hospital or elsewhere by secure facsimile transmission from the magistrate or otherwise, execute the TDO and transport that person to the temporary detention facility designated on the TDO, including obtaining any medical clearance for the person who is the subject of the TDO, and/or to carry out any other order in the TDO as required.

**IX. FEES OR COSTS ASSOCIATED WITH ECO/TDO AND CUSTODY PROCESS:**

- A. Nothing herein shall be constructed to obligate the County, the CSB, the FCPD, the Sheriff's Office, or the locality or entity of the Qualified Officer for the payment of any fees, expenses, or damages incurred during the ECO/TDO processes.
- B. Any and all fees or costs associated with the medical screening and assessment services or any treatment provided during the ECO process or during a TDO period of detention shall be paid by the Commonwealth as provided in Va. Code Ann. §§ 37.2-804 or 16.1- 347.

**X. MCRC SECURITY:**

- A. Any Qualified Officer who has a person in his or her custody is responsible for the safety and security of that person and the general public, until and unless that Qualified Officer has placed the person in his or her custody into the custody of another Qualified Officer, the MCRC officer, or another law enforcement officer.
- B. The primary duty of the MCRC officer will be to maintain the safety and control of the person in his or her custody at all times, and to assist, when possible, in maintaining the safety of all CSB staff and individuals receiving services at the MCRC and the Merrifield Center. All other facility related security will be provided by the private security personnel hired by the CSB to maintain the peace and good order of the Merrifield Center, where the MCRC is located. CSB will also be responsible for maintaining the Merrifield Center, including the security of the building and access to the building. At the discretion of the CIT Coordinator in conjunction with the CSB Director of Emergency Services, and in coordination with the FCPD and/or the Sheriff's Office, other law enforcement services may be provided by the FCPD and/or the Sheriff's Office or others.
- C. When the MCRC officer has a person in his or her custody, the MCRC officer will have the sole discretion to allow another law enforcement officer or CSB staff members into the area where the MCRC officer has a person in custody, to ensure the ability of the MCRC officer to maintain the safety and control of the person he has in custody and



those in the immediate area. Any family, witness, or significant other who come to the Merrifield Center will enter through the Emergency Services entrance, and will only be allowed into the area where the MCRC officer has a person custody if allowed to do so by the MCRC officer, at his or her sole discretion, after the MCRC officer's evaluation of the need for such person to be in the area where the MCRC officer has a person in custody and, if such person is needed, then the totality of the circumstances and any safety concerns then present may still prohibit such person from being in the area where the MCRC officer has a person in custody.

#### **XI. CSB EMERGENCY SERVICES:**

The CSB agrees to provide the MCRC with a CSB Prescreener on a full-time basis during the hours of operation of the MCRC, from 11:30 a.m. one day to 8:00 a.m. the following day, and seven days a week. Law enforcement officers can contact CSB Emergency Services at **703-573-5679**, 24 hours a day, seven days a week.

#### **XII. REQUIREMENTS FOR THE CUSTODY OF THE DETAINED PERSON TO BE PLACED WITH THE MCRC OFFICER:**

- A. An MCRC officer MUST be on duty and present at the MCRC.
- B. The MCRC officer will make an initial risk assessment of potential aggression or violence of the person detained by a Qualified Officer to determine the current capability of the MCRC officer to take custody of the person detained by a Qualified Officer.
- C. The MCRC officer will list the client number and/or name of any detained person who remains in the custody of the Qualified Officer who originally detained and/or brought the person to the MCRC in the "Log of Referrals Declined from the MCRC" and mark one of the following:
  - a. MCRC officer at capacity
  - b. Other (Explain)
- D. When the MCRC officer declines to take custody of the detained person, then the Qualified Officer who originally detained the person and/or brought the person to the MCRC (original Qualified Officer), or another Qualified Officer from the same locality or entity as the original Qualified Officer, must remain at the Merrifield Center to have the evaluation required by the Code of Virginia performed by a CSB Prescreener.
- E. When the MCRC officer determines that it is not required that the Qualified Officer who originally detained the person and/or brought the person to the MCRC remain at the MCRC, that Qualified Officer may leave the MCRC; however, that Qualified Officer who originally detained the person and/or brought the person to the MCRC, or another Qualified Officer from the same locality or entity as the original Qualified Officer, may need to report to the MCRC to assist with the security or safety of the MCRC or to transport the detained person to another facility as necessary.

### **XIII. MEDICAL ASSESSMENT:**

- A. At the time of the initial call to the MCRC and upon arrival at the MCRC, the CSB Prescreener will initiate a clinical triage process that includes questions regarding medical issues. Non-emergency medical conditions will be deferred.
- B. Any sign or report of the following by or regarding the person detained will require immediate consultation with a licensed CSB psychiatrist on duty, and following any recommendations, including calling 911, as needed:
  - 1. Chest pains
  - 2. Significantly Elevated or Depressed Blood Pressure
  - 3. Difficulty Breathing
  - 4. Dizziness
  - 5. Pulse outside of normal range
  - 6. Reported/suspected overdose
  - 7. Temperature outside normal range
  - 8. Suspected/reported head injury
  - 9. Untreated medical condition with potential immediate harm
  - 10. Dehydration/malnourishment
  - 11. Other suspected health condition that may be serious in nature
- C. If further medical assessment is recommended, a MCRC officer will transport or have a Qualified Officer from the same locality or entity as the original Qualified Officer report to the MCRC to transport the detained person to INOVA Fairfax Emergency Department or another designated emergency department. As necessary, any available person or staff at the MCRC will call 911 to respond to treat the detained person with emergency medical needs who shall remain in the custody of the MCRC officer or a Qualified Officer from the same locality or entity as the original Qualified Officer and who, along with the detained person, will be transported by emergency medical equipment and staff to the closest available hospital capable of handling the person's medical needs. Such MCRC officer or a Qualified Officer from the same locality or entity as the original Qualified Officer must maintain such custody of the person until a TDO has been issued, executed, and the person is in the custody of the detention facility named in the TDO, or until the person is otherwise released from the custody of such officer.

- D. If the detained person must be transported to INOVA Fairfax ED or another emergency department prior to the completion of a Prescreening evaluation, the CSB Prescreener will provide the preadmission screening assessment as soon as possible thereafter.

#### **XIV. MODIFICATION OF THIS MOU:**

This MOU shall not be modified without the agreement of the parties as to such modification, which shall be in writing and signed by an authorized representative of each party. No modification shall take effect until thirty (30) days after both parties have signed such written agreed modification.

#### **XV. SUSPENSION OF SERVICES:**

The County and/or the CSB each retain the right to suspend services in the event any of the following occur:

- A. GMU policies and procedures are found by the County or the CSB to conflict with the policies and procedures of the County and /or the CSB;
- B. The FCPD and/or the Sheriff's Office, for whatever reason, reduces or eliminates its commitment to provide MCRC officer(s) in accordance with their respective MOUs with the County and/or the CSB;

Services shall remain suspended until the event causing the suspension is cured, the parties agree in writing to a modification of the MOU, or this MOU is terminated.

#### **XVI. TERMINATION WITHOUT CAUSE:**

Any party may at any time, and for any reason, unilaterally terminate this MOU by giving written notice to the other parties specifying the termination date, which shall be no less than thirty (30) days from the date such notice is received. Such written notice to terminate shall be made to a party by delivery to the person for another party whose signature appears below, or their duly appointed successor, at their usual place of business.

#### **XVII. INSURANCE:**

- A. Each party to this MOU will, to the extent provided by law, be responsible for the acts and omissions of its respective employees while such employees are acting within the scope of their employment. Each party will also be responsible, to the extent provided by law, for any compensation or benefits owed to that party's employee under the Virginia Worker's Compensation Act.
- B. The County is self-insured as is the FCPD and the CSB. The County also self-insures all vehicles owned by the County, and provides protection against liability arising from the operation of County-owned vehicles. The acts and omissions of persons employed by the

County are governed by the Fairfax County Board of Supervisors' Indemnification and Representation Resolution, as amended.

- C. The Sheriff's Office, the Sheriff, Deputy Sheriffs and any other employees of the Sheriff and/or the Sheriff's Office, are covered under the self-insurance and/or any other insurance provided by the Commonwealth of Virginia to the Sheriff's Office, the Sheriff, Deputy Sheriffs and any other employees of the Sheriff and the Sheriff's Office. Liability protection for the Fairfax Sheriff, her appointees and employees is provided by the Commonwealth of Virginia pursuant to the Code of Virginia, § 2.2-1839.
- D. GMU's employees are employees of the Commonwealth of Virginia and are insured as follows while such employees are acting within the scope of their employment: thorough the Commonwealth of Virginia Department of the Treasury Division of Risk Management which has the primary responsibility to establish and administer various risk management plans as required by state law.

**XIII. COMPLIANCE WITH APPLICABLE LAWS:**

The parties agree to comply with all federal, state and local statutes, ordinances, regulations, and guidelines now in effect or hereafter adopted, in the performance of the description of services set forth herein. The County, the CSB and GMU each represent that it has all necessary licenses and permits required to conduct its services, and will furnish copies to any other party upon request. Further, the County, the CSB and GMU shall at all times observe all health and safety measures and precautions necessary for the safe performance of its obligations hereunder.

FAIRFAX-FALLS CHURCH  
COMMUNITY SERVICES BOARD

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Tisha Deeghan  
Executive Director

By: \_\_\_\_\_  
Edward L. Long Jr.  
County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GEORGE MASON UNIVERSITY

By: \_\_\_\_\_  
Ángel Cabrera  
President

Date: \_\_\_\_\_

AND

By: \_\_\_\_\_  
Carl Rowan, Jr.  
Interim Chief of Police

ACTION - 8

Approval of the Urban Forest Management Division (UFMD) Proposal to Utilize the Tree Preservation and Planting Fund

ISSUE:

Board of Supervisors approval of the UFMD Proposal to Fund Tree Planting on County Properties, and to revise the Tree Preservation and Planting Fund (TPPF) Disbursement Procedure.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the UFMD proposal "Tree Planting on Fairfax County Properties," dated September 20, 2016, to utilize \$75,000 of the TPPF to plant eight acres of trees over a four-year period on County properties in cooperation with other County agencies and non-profit partners, and approve the "Tree Preservation and Planting Fund Disbursement Procedure, revised September 20, 2016", to shift approval of proposed projects from the Board to administration of the fund by the Urban Forest Management Division with review and approval of applications by an interagency panel to include representatives from the Fairfax County Tree Commission, UFMD, Stormwater Planning Division, and Northern VA Soil and Water Conservation District; and to amend the annual timeline for application review and approval, and disbursement of funds to align with the spring and fall planting seasons; and amend the annual timeline to align the disbursement of funds more closely with the budget cycle.

TIMING:

Board action is requested on September 20, 2016. The timing of this item corresponds with a proposal to plant trees on County properties, beginning fall 2016 with planting planned for the Government Center grounds during Fall for Fairfax.

BACKGROUND:

On May 24, 2016, a draft of this Board item received consensus approval from the Board's Environmental Committee. The purpose of the TPPF is to support efforts by the Fairfax County government and the community at large to protect, manage, and enhance its urban forest resources. The TPPF is a fiscal mechanism established to collect, manage, disburse, and track funds specifically used to support programs and policies relating to the preservation and management of existing forest tracts; and the

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planting of new trees by governmental and non-profit entities on both public properties and commonly-owned open space. Reparations obtained from violations of tree save commitments, cash proffers, and in-kind proffer commitments received during the land development process contribute to the fund.

Planting projects will support components of the Board's Environmental Agenda and the Tree Action Plan related to the conservation of trees and forests, and other natural resources such as air and water, when tree conservation practices can be used to conserve these resources. Education regarding benefits of trees planted will be a strong component of each project, as well as, foster an appreciation for our urban forest and inspire County residents to protect, plant, and manage trees and forest stands on public and private lands.

Changes in administration of the TPPF are intended to raise interest in planting projects that can be supported by the TPPF and improve efficiency by simplifying the review process and improve coordination with other agencies involved in the disbursement of funds. Funding recipients will remain responsible for tracking their projects in reports submitted to UFMD, and UFMD will report annually to the Tree Commission and the Board to provide updates on the use of the TPPF.

FISCAL IMPACT:

Approved projects will receive funds as available from the Tree Preservation and Planting Fund. Associated agency (e.g., Facilities Management Department, Fairfax County Public Schools, and Fairfax County Park Authority) funds not to exceed the total amount budgeted for that agency in any given fiscal year may also be used to help fund projects on County properties managed by the associated agency.

ENCLOSED DOCUMENTS:

Attachment I: Proposal for Tree Planting on Fairfax County Properties

Attachment II: Tree Preservation and Planting Fund Disbursement Procedure, revised September 20, 2016

Attachment III: Tree Commission letter to Chairman Bulova, dated May 3, 2016

STAFF:

Robert A. Stalzer, Deputy County Executive

James A. Patteson, Director, Department of Public Works and Environmental Services (DPWES)

Randy Bartlett, Deputy Director, Stormwater and Wastewater Management Divisions, DPWES

**Tree Preservation and Planting Fund Proposal**  
**Tree Planting on Fairfax County Properties**  
**Urban Forest Management Division**  
**September 20, 2016**

**General Description:**

The Tree Preservation and Planting Fund exists as a funding source to expand and replace tree canopy in the County and protect, manage, and enhance urban forest resources using reparations obtained from violations of tree preservation commitments, cash proffers, and in kind proffer commitments obtained during the land development process.

This request is for the use of the Tree Preservation and Planting Fund (TPPF), as detailed in the TPPF Disbursement Procedure, for tree planting projects on Fairfax County properties. This proposal is to fund projects to plant eight acres over a 4-year period at a cost of approximately \$75,000 (see Appendix II: Budget). Preferred planting sites are those within Resource Protection Areas (RPA), Environmental Quality Corridors (EQC), and those where property managers are willing to make a clear and strong commitment to foster an appreciation for the urban forest and inspire and support the planting, protection and management of trees and forest stands on public land. Preferred sites involve children in planting projects that teach stewardship, emphasize sustainability, and raise awareness of the benefits to be gained by expanding and maintaining a healthy urban forest. Projects involve planting and maintenance activities implemented on County properties and maintained by County agencies and volunteers. Planting projects are above and beyond routine maintenance requirements, directly resulting in expanding and improving the quality of the County's tree canopy. Land use conversion credit, where applicable, will be applied to the county's Municipal Separate Storm Sewer System (MS4) permit; and included in the report to DEQ for verification of compliance with the Chesapeake Bay Preservation Act.

Projects will be summarized in annual reports identifying project locations, the number of acres planted, costs and in-kind services associated with each project, MS4 credit for land conversion where applicable, educational components provided, and on-going maintenance of trees in implemented projects.

Proposed planting projects will support components of the Board's Environmental Agenda and the Tree Action Plan related to the conservation of trees and forests, and other natural resources such as air and water, when tree conservation practices can be used to conserve these resources. Education regarding benefits of trees planted will be a strong component of each project, as well as foster an appreciation for our urban forest and inspire County residents to protect, plant, and manage trees and forest stands on public and private lands.

As stated in the Board's Environmental Agenda, the County has a responsibility to help citizens respect and manage our finite natural resources. The County will set a strong example as an environmental steward through its operational practices. Citizens, communities, governments and private entities will be encouraged to make informed decisions that will conserve and improve our environment and reduce impacts on our ecosystems. As ecosystems are rarely defined by jurisdictional boundaries, the way in which the County carries out its responsibility for environmental stewardship has effects on a regional and larger scale.



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**Recipient Agency:** Fairfax County Urban Forest Management Division (UFMD) will manage the funds received and be responsible for acquisition of tools and materials. UFMD will coordinate planting and maintenance activities with assistance from staff at proposed planting sites, Facilities Management Department staff, and other County agencies, as appropriate based on selected planting sites. Non-profit partners such as Fairfax ReLeaf and Fairfax County Tree Stewards will provide volunteer assistance, as well as students on school sites.

**Sequence of Planning and Required Actions:**

Action	Responsible Party
1. Identify potential planting site(s)	UFMD, site staff
2. Establish primary on-site contact	UFMD, site staff
3. Engage principal/park manager/maintenance staff for support	UFMD, site contact
4. <u>Planning meeting to include:</u> UFMD, FCPS Principal, FCPS contact, FCPS Environmental Coordinator, FCPS Grounds Management staff, FCPS Design & Construction staff, FC Tree Stewards rep., Public Information Officer <u>Planning meeting agenda:</u> Goals, review of planting site(s), scope of work, safety, constraints (facility expansion, utilities), educational component, maintenance plan/water access, volunteer coordination, Arbor Day event	UFMD, site contact
5. Species selection, quantities, sizes	UFMD
6. Educational component in classroom	FCPS staff, UFMD
7. Trees/materials acquisition	UFMD
8. Tree/materials pick-up & delivery	UFMD, MSMD
9. Planting/mulching/watering	UFMD, Tree Stewards & other volunteers
10. Replacement planting & on-going maintenance	UFMD, Tree Stewards & other volunteers

**Proposed Planting Sites include the following:**

Union Mill Elementary School (RPA)	1.3 acre reforestation
Lees Corner Elementary School (RPA)	1.9 acre reforestation
Fairfax County Government Center	Replace purpleleaf plum trees with native tree species

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## Species Lists

The lists below included tree species native to Fairfax County and suited to a variety of growing conditions. These lists are not all-inclusive and other native species may be used based on site conditions and availability.

### Overstory Species (typical)

Scientific Name	Common Name
<i>Acer rubrum</i>	red maple
<i>Betula nigra</i>	river birch
<i>Celtis occidentalis</i>	hackberry
<i>Fagus grandifolia</i>	American beech
<i>Liquidambar styraciflua</i>	sweetgum
<i>Liriodendron tulipifera</i>	tulip poplar
<i>Nyssa sylvatica</i>	black gum
<i>Ostrya virginiana</i>	Eastern hophornbeam
<i>Pinus taeda</i>	loblolly pine
<i>Platanus occidentalis</i>	sycamore
<i>Quercus alba</i>	white oak
<i>Quercus bicolor</i>	swamp white oak
<i>Quercus falcata</i>	Southern red oak
<i>Quercus michauxii</i>	swamp chestnut oak
<i>Quercus phellos</i>	willow oak
<i>Tilia americana</i>	American basswood
<i>Ulmus americana*</i>	American elm

\* Use cultivars resistant to Dutch elm disease

### Understory Species (typical)

Scientific Name	Common Name
<i>Amelanchier arborea</i>	serviceberry
<i>Carpinus caroliniana</i>	American hornbeam (ironwood)
<i>Cercis canadensis</i>	Eastern redbud
<i>Chionanthus virginicus</i>	fringetree
<i>Cornus florida</i>	flowering dogwood
<i>Ilex opaca</i>	American holly
<i>Juniperus virginiana</i>	Eastern redcedar
<i>Magnolia virginiana</i>	sweetbay magnolia
<i>Sassafras albidum</i>	sassafras

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**Budget**

**Goal: Reforest 8 acres over 4 years**

**Total funds required for 8 acres**

<u>Trees</u>	<u>Sizes</u>	<u>Unit Costs</u>	<u>Totals</u>
200 overstory trees	1-1.5 in. cal.	\$80/tree =	16,000.00
400 understory trees	1-1.5 in. cal.	80/tree =	32,000.00
800 overstory trees	Seedlings	10/tree =	8,000.00
<u>1,600</u> understory trees	Seedlings	10/tree =	<u>16,000.00</u>
3,000 total trees			<b>\$72,000.00</b>

**Irrigation**

150 Watering bags	\$20/bag =	<b><u>3,000.00</u></b>
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Total Cost = **\$75,000.00**

**Deer Protection** (costs included above with trees)

4-ft. shelters (tubes) for seedlings

3-ft. deer guards for larger stock to prevent rubbing

**Anticipated Hours/In-kind Services per acre**

				<u>County staff</u>	<u>Volunteers</u>
Planning and preparation				80 hr	
Installation				50 hr	300 hr
Maintenance				100 hr	500 hr
<u>1<sup>st</sup> year</u>					
Irrigation	1-1.5 in. stock	37 trees/wk	8 hr	80 hr	
<u>2<sup>nd</sup> year</u>					
Irrigation	1-1.5 in. stock	37 trees/wk	8 hr	40 hr	
		37 trees/wk	8 hr	80 hr	
Replacement planting-seedlings		30 trees		8 hr	
<u>3<sup>rd</sup> - 5<sup>th</sup> year</u>					
Irrigation	1-1.5 in. stock	37 trees/wk	8 hr	40 hr	
		37 trees/wk	8 hr	80 hr	
Structural pruning	1-1.5 in. stock	74 trees	8 hr	24 hr	
Replacement planting-seedlings		30 trees		8 hr	
				<u>278 hr</u>	<u>1,160 hr</u>

## **Safety Plan**

### Safety presentation part of group meeting kicking off each event:

1. Safety first. Treat it seriously.
2. Dress appropriately: close-toed shoes.
3. Make sure you have room around you to work. Watch out for others. Awareness of surroundings
4. Use tools properly.
5. No horse play: Be considerate of others. Pay attention to what is going on around you
6. Follow instructions of supervisors
7. Drink water. Stay hydrated (water provided)

### Additional documentation to be provided on site by site basis:

8. Miss Utility ticket for marked utilities
9. Permission from property managers to access planting site
10. Volunteer waiver of liability

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**Partnerships**

1. Fairfax County Public Schools
  - Facilities Management
  - Get2Green
2. Fairfax County Facilities Management Department
3. Stormwater Planning Division, DPWES
4. Fairfax County Tree Stewards
5. Fairfax ReLeaf

# Tree Preservation and Planting Fund Disbursement Procedure

Revised September 20, 2016

On June 20, 2005, the Board of Supervisors directed staff of DPWES, the Department of Planning and Zoning, and the County Attorney's Office to investigate the possibility of creating a funding mechanism for a Countywide tree planting program through the use of reparations obtained from violations of tree save commitments, cash proffers, and in kind proffer commitments obtained during the land development process.

In response to the Board Matter, DPWES has established a "Tree Preservation and Planting Fund" (TPPF). Revenues for this fund will come from:

- proffered funds for tree plantings from zoning cases;
- funds acquired through cash reparations obtained for violations of proffered tree preservation commitments;
- funds from the General Fund for tree-related programs and projects identified through the annual Environmental Improvement Program

## Purpose

The purpose of the TPPF is to support efforts by the Fairfax County government and the community at large to protect, manage and enhance its urban forest resources. The TPPF is a fiscal mechanism established to collect, manage, disburse, and track funds specifically used to support programs and policies relating to the preservation and management of existing forest tracts; and, the planting of new trees by governmental and non-profit entities on both public properties and commonly-owned open space. The following are examples of programs and policies that the TPPF could be used to support:

- Tree planting programs that support a regional urban forestry measure in future Metropolitan Washington Area Ozone Non-attainment Air Quality Plans.
- Components of the *Board of Supervisors' Environmental Agenda* relating to the conservation of trees, and forests; and, the conservation of other natural resources such as air, water and soil when tree conservation practices can be used as a means to conserve these resources.
- Components of the *Fairfax County Tree Action Plan* relating to the conservation of trees, and forests and other natural resources.
- Components of the Fairfax County Park Authority Natural Resource Management Plan that relate to the conservation and management of tree resources.
- Components of watershed management plans that relate to tree planting and the need for conserving tree cover to protect water quality.
- Tree-related programs or projects that are identified in the annual Environmental Improvement Plan.
- Tree-related projects, matters, policies and ordinances approved by the Board of Supervisors

## **Projects that can be Supported**

The following types of projects and activities can be supported by TPPF funding.

Projects that will directly result in the preservation and/or expansion of the County's tree canopy coverage will be given priority. Examples include:

- Tree preservation, planting and maintenance projects and activities implemented on County properties and managed by County agencies that are above and beyond routine maintenance requirements.
- Tree planting programs organized and managed by non-profit tree planting organizations and implemented on publicly-owned land or on common open space owned by homeowners associations.

Projects that could be used to enhance or strengthen direct efforts to preserve and/or expand the County's tree canopy coverage will also be considered. Examples include:

- Development, production and distribution of educational materials that encourages stewardship and conservation of urban forest resources
- Workshops and seminars that encourage stewardship and conservation of urban forest resources
- Research conducted by local governments and Virginia State universities and colleges that could be used to advance the fields of arboriculture and urban forestry.
- Urban forestry internships utilized by County agencies to help manage forest and tree resources
- Other projects that support efforts to cultivate a healthy and functional urban forest and to educate and inspire the community to value, conserve and enhance this resource

## **Who can Receive TPPF Funding**

The following groups are examples of organizations that could receive funding from the TPPF, as administered by UFMD:

- Fairfax County Agencies
- Regional governmental agencies
- 501(C)(3) non-profit organizations

Other than for commonly-owned open space, private property owners may not apply directly for TPPF funds to plant trees on privately-owned parcels and lots. However, private property owners may receive trees and planting supplies for use on private property, if those plant materials and supplies are made available free of charge through a governmental agency or 501.C3 non-profit organization to the public at large as part of a community-wide educational program or an effort to increase community tree cover levels in order to provide specific environmental benefits to the community at large.

## Criteria Used to Evaluate Proposals

In addition to supporting County policies, programs and projects that conserve urban forest resources, proposals must be specific, measurable, achievable, realistic, accountable, and set to a timeline. All proposals to use the TPPF must address the following evaluation criteria:

1. Specific: The proposal must specify a project objective and a premise that supports that objective. That objective should relate directly to an existing County program, policy or project such as those identified under the TPPF Purpose section on page 1.
2. Measurable: The proposal must provide a set of criteria that clearly defines when the project objective has been achieved.
3. Achievable: The proposal must provide a synopsis of prior projects, research and/or other background to demonstrate that the project's premise(s) is sound.
4. Realistic: The proposal must provide the level of logistical and organizational resource information needed to demonstrate that project objectives can be achieved within the given timeline and given the level of resources that can be applied.

As appropriate, logistical information should include:

- location of all project activities
- sequence of actions that must be taken
- general description of site conditions (slope, exposure, constraints)
- plant quantities, species and sizes that will be used in project
- units/numbers and costs of supplies and materials needed
- anticipated hours and costs of any paid staff involved
- documentation of permission needed to gain access to planting sites
- agreement to locate underground and overhead utilities
- statement of safety concerns and plans
- statement of liability coverage
- statement describing measures to protect plantings from deer
- planned maintenance activities

As appropriate, organizational resource information should include:

- additional funding that might become available to support the project
- specialized equipment or tools available to the organization
- the numbers and positions of personnel that will be used
- expertise and educational backgrounds of project manager, workers and volunteers
- numbers of available volunteers

5. Accountable: The proposal must identify a project manager and an alternate contact person responsible for the successful completion of the proposed project.



6. Set to a timeline: The proposal must provide a specific date that the project objective(s) will be completed.

### **Fund Administration and Annual Timeline**

All proposals to use TPPF funds shall be submitted to the Director of the Urban Forest Management Division (Urban Forester), DPWES for review and approval by an inter-agency panel including representatives from the Fairfax County Tree Commission, Urban Forest Management Division, Stormwater Planning Division, and Northern VA Soil and Water Conservation District. Proposals shall be evaluated for purpose, technical validity, and the benefit provided by using the criteria established in this report. To the degree possible, the Urban Forester will ensure that the approved annual project list includes sites distributed throughout the various magisterial districts in the County. The panel will complete review of proposals and prepare written notification of approval or disapproval decisions in accordance with the timeline below.

Timing of TPPF proposal evaluations, disbursement, tracking and reporting activities are driven by the County budget cycle and seasonal tree planting seasons. The sequence of the following dates and activities relates major TPPF milestones:

April 1-May 15:	Submission of new TPPF proposals
June 1:	Review and approval/disapproval of proposals by inter-agency panel
June 15:	Approval/disapproval notifications in the mail
June 30:	Disbursement of approved funds by DPWES
October 1:	Start of autumn planting season, or as approved by UFMD
Oct. 15-Nov. 30:	Submission of new TPPF proposals
December 15:	End of autumn planting season, or as approved by UFMD
December 15:	Review and approval/disapproval of proposals by inter-agency panel
December 31:	Approval/disapproval notifications in the mail
January 15	Disbursement of approved funds by DPWES
February 1:	Autumn planting/activity tracking reports due to UFMD
February 28:	Review of autumn planting/activity tracking reports
March 1:	Start of spring planting season, or as approved by UFMD
May 15:	End of spring planting season, or as approved by UFMD
June 1:	Spring planting/activity tracking reports due to UFMD
June 1-15:	Preparation of TPPF Annual Report by UFMD
June 30:	Final TPPF Annual Report in NIP to BOS, copies to Tree Commission and VDOF Area Forester

### **Seasonal Tracking Reports**

The Urban Forester will require TPPF fund recipients to submit seasonal planting/activity reports that:

- summarize the project objectives
- itemize the placement of trees

- itemized geographic disbursement required through proffer or development conditions
- itemize hours contributed by volunteers and paid staff
- summarize the size, the numbers and species planted
- summarize the survival rates of planting projects
- provide before, during and after digital photos
- summarize the distribution of any educational materials developed or distributed by TPPF funds
- summarize the results of any education and outreach efforts funded by TPPF funding
- summarize the results of any research funded by the TPPF
- summarize the social or environmental benefits that have resulted from the project

### **TPPF Annual Report**

After conducting a comprehensive review of the Seasonal Tracking Reports submitted by TPPF fund recipients, the Urban Forester shall prepare an annual report highlighting the projects, accomplishments and expenditures associated with the past fiscal year. The report will be forwarded to the Board of Supervisors as a NIP Item and shall contain the following type of information:

- Summary of TPPF funded projects and activities
- List of TPPF fund recipients
- Number of trees planted
- Types of species planted
- Location of planting projects
- Summary of social and environmental benefits provided by TPPF projects
- Evaluation of TPPF program

The Urban Forester will ensure that any proffered funds for tree plantings from zoning cases or funds acquired through cash reparations obtained for violations of proffered tree preservation commitments that are designated for disbursement within a specific geographic area or magisterial district via proffer or development condition language are disbursed in accordance with that language. The geographic disbursement will be itemized in the Annual TPPF report.



The Fairfax County Tree Commission  
12055 Government Center Parkway, Suite 518  
Fairfax, Virginia 22035  
703.324.1770

May 3, 2016

Sharon Bulova, Chairman  
Fairfax County Board of Supervisors  
12000 Government Center Parkway, Suite 530  
Fairfax, VA 22035-2321

Dear Chairman Bulova:

The Fairfax County Tree Commission, at a meeting on March 17, 2016, voted unanimously to recommend approval of the use of the Tree Preservation and Planting Fund for tree planting projects on Fairfax County Public School sites and other County properties. The Urban Forest Management Division proposes to plant eight acres over a 4-year period at a cost of approximately \$75,000.

Proposed planting projects will support components of the Board's Environmental Agenda and the Tree Action Plan related to tree and forest conservation and the environmental benefits that trees provide, including clean air and water. The actual planting process is intended to involve students, school staff, and other volunteers and non-profit organizations. A major goal is to raise public awareness of the environmental benefits that trees provide and the stewardship needed to expand and maintain a healthy urban forest in the County.

The proposal includes planting and maintenance activities implemented on County properties and maintained by County agencies and volunteers. Planting projects are above and beyond routine maintenance requirements, directly resulting in expanding and improving the quality of the County's tree canopy. Land use conversion, where applicable, will be credited to the county's Municipal Separate Storm Sewer System (MS4) permit; and included in reports to DEQ for verification of compliance with the Chesapeake Bay Preservation Act.

The Tree Commission believes the County has a responsibility to help citizens respect and manage our finite natural resources. The County will set a strong example as an environmental steward through its approval of this proposal to plant trees on County property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Vickers', is written over a horizontal line.

Robert Vickers, Chair  
Fairfax County Tree Commission

ACTION - 9

Authorization for the County Executive to Execute a Memorandum of Understanding Between Fairfax County and the Virginia Department of Emergency Management

ISSUE:

Authorization for the County Executive to execute a Memorandum of Understanding (MOU) between Fairfax County and the Virginia Department of Emergency Management is requested so that Fairfax County can serve as the Administrative Jurisdiction for Northern Virginia members of the National Capital Region-Incident Management Team (NCR-IMT).

RECOMMENDATION:

The County Executive recommends that the Board authorize him to execute the MOU, in substantially the form of Attachment 1, so that Fairfax County can serve as the Administrative Jurisdiction for the Northern Virginia jurisdictions of the NCR-IMT.

TIMING:

Board action is requested on September 20, 2016.

BACKGROUND:

The National Capital Region-Incident Management Team (NCR-IMT) is an all-hazards response organization that assists and supports the National Capital Region during long-term, significant, or catastrophic emergencies. These incidents may include disasters, terrorist attacks, or large-scale planned events. The NCR-IMT members are trained and experienced personnel from the jurisdictions in Maryland, Virginia, and Washington, D.C. that form the National Capital Region. These members are experienced in local emergency management, fire/EMS, law enforcement, public health, and public works. On behalf of the Metropolitan Washington Council on Governments (MWCOC), Fairfax County's Fire and Rescue Department applied for and administers the grant funds that support the NCR-IMT.

Wanting to take advantage of this emergency response asset, the Virginia Department of Emergency Management (VDEM) proposed a contractual structure that would facilitate deployment of the Northern Virginia-based component of the NCR-IMT beyond the National Capital Region. Specifically, under the MOU, the County will serve as the "Administrative Jurisdiction" for the NCR-IMT.

This means that when VDEM requests that the Northern Virginia-based component of the NCR-IMT deploy, the County will serve as the single point of contact between

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VDEM and the other Northern Virginia member jurisdictions of the NCR-IMT. For instance, the County will maintain a list of NCR-IMT assets available for deployment and facilitate reimbursement to the various participating jurisdictions. These duties are similar to those already handled by the County in its role as NCR-IMT grant administrator.

In return, the VDEM agrees that it will reimburse the NCR-IMT the cost of all eligible expenses incurred between hours 25-72 of the deployment. By guaranteeing payment for this critical time period, the NCR-IMT's services may be deployed more quickly. Equally important, during deployment, the NCR-IMT will be an authorized agent of VDEM. This grants the Northern Virginia NCR-IMT members, many of whom are County employees, the same protections as a state employee deployed by VDEM.

FISCAL IMPACT:

VDEM will reimburse the cost of all eligible expenses incurred by the NCR-IMT during deployment hours 25-72, the first 24 hours will be the responsibility of the team member's home jurisdiction. If the deployment continues beyond 72 hours, VDEM will facilitate reimbursement of the NCR-IMT's costs by the funding entity. Costs to member's home jurisdictions will vary depending on the number and composition of the team members. The Fairfax County Fire and Rescue Department will absorb any costs incurred as a result of this agreement.

ENCLOSED DOCUMENTS:

Attachment 1- Memorandum of Understanding between Fairfax County and the Virginia Department of Emergency Management

STAFF:

David M. Rohrer, Deputy County Executive  
Fire Chief Richard R. Bowers, Fire and Rescue Department  
Assistant Chief John J. Caussin, Jr., Fire and Rescue Department  
Assistant Chief Charles R. Ryan, Fire and Rescue Department  
Assistant Chief Reginald T. Johnson, Fire and Rescue Department  
Patricia Moody McCay, Assistant County Attorney  
Daryl L. Louder, NCR-IMT Program Manager

**COMMONWEALTH OF VIRGINIA  
VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT  
AND  
THE COUNTY OF FAIRFAX, REGARDING THE  
NATIONAL CAPITAL REGION INCIDENT MANAGEMENT TEAM**

**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is made by and between the Commonwealth of Virginia, Department of Emergency Management (VDEM) and the County of Fairfax, a political subdivision within the Commonwealth of Virginia.

**WHERE AS**, There exists within the Commonwealth of Virginia the potential for serious accidents, as well as man-made and natural disasters; and

**WHERE AS**, The public health, safety and welfare may be threatened as a result of these incidents; and

**WHERE AS**, The VDEM is authorized by Va. Code Ann. § 44-146.18 to enter into agreements, necessary or incidental to performance of any of its duties, with political subdivisions; and

**WHERE AS**, The County of Fairfax has agreed to serve as the Administrative Jurisdiction for the National Capital Region Incident Management Team (NCR-IMT); and

**WHERE AS**, The County of Fairfax and VDEM desire to enhance the Commonwealth's Emergency Management capabilities to protect the environment and the health, safety, and welfare of the citizens of the Commonwealth from the dangers and potential dangers of accidents and incidents during natural and man-made emergencies by entering into an agreement for the County of Fairfax to facilitate provision of an Incident Management Team (IMT) comprised of IMT members from Virginia jurisdictions to areas impacted by events in the Commonwealth of Virginia or to fulfill a request for assistance under the Emergency Management Assistance Compact (EMAC), Va. Code Ann. §44-146.28:1.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby agree as follows:

**I. DEFINITIONS**

- A. Advance Assessment Teams: One to four team members to assist in an incident complexity analysis for the affected jurisdiction in order to determine resource needs and IMT deployment strategy.
- B. Short Team: Eight to twelve team members to fill command and general staff positions or specific sections/units for the IMT as requested.
- C. Full Team: Twenty to thirty team members to fully staff (as appropriate) the IMT.

- D. Team Leader: The Fairfax County Fire and Rescue Department Program Manager for the National Capital Region – Incident Management Team
- E. Administrative Jurisdiction: The jurisdiction named in this Agreement that bears the responsibility for facilitating requests for assistance made by VDEM to the NCR-IMT and any resulting reimbursement.

## **II. PROCEDURE FOR THE REQUEST/PROVISION OF AID**

- A. When a Virginia jurisdiction requests assistance through VDEM, VDEM shall notify the Team Leader of the request so that the Team Leader may facilitate the NCR-IMT's rendering of assistance. Such request may be made by orally communicating a request for assistance to an official or officials empowered to facilitate assistance under this agreement. To the extent known at the time, requests shall specify:
  - a. The nature of the emergency and its location,
  - b. The capability that is needed by the requesting jurisdiction,
  - c. The size and amount of resources needed,
  - d. The type of resources needed,
  - e. The address and location of where the resource should report,
  - f. The name of the official to whom the assisting personnel shall report, and tactical radio channels in use at the incident.
- B. **RESPONSIBILITIES OF THE ADMINISTRATIVE JURISDICTION**
  - i. The County of Fairfax agrees to serve as the Administrative Jurisdiction and, through its Team Leader, to facilitate deployment of the appropriate team in a modular and scalable manner as requested by VDEM within two hours of VDEM's notification. The County of Fairfax agrees to deploy those assets that it controls, including personnel and equipment, in a modular and scalable manner within two hours of VDEM's notification.
  - ii. If the NCR-IMT is unable to deploy, the Team Leader shall notify VDEM immediately so another IMT can be tasked.
  - iii. In the event of an EMAC request, the Team Leader will respond within a time frame determined by VDEM based on the EMAC request.
  - iv. The Team Leader shall maintain a list of resources available for deployment attached as Appendix A to this Agreement. Appendix A shall be updated and recertified any time a resource is added or removed but at the very least it shall be recertified annually.
  - v. The Team Leader shall designate an official or officials of the various Virginia jurisdictions comprising the NCR-IMT who are empowered to commit the Virginia-based IMT members to render assistance under this agreement. Officials authorized to request and render mutual aid assistance hereunder are designated in Appendix B of this Agreement. Appendix B shall be updated and recertified any time an authorized official is added or removed but at the very least it shall be recertified annually.

- vi. The County of Fairfax agrees to:
  - 1. Facilitate the ability for the deployment team to be completely self-sustaining for the first 48 hours.
  - 2. Follow and support statewide policies, procedures, and operational protocols. Coordinate with Team Leaders throughout the Commonwealth to facilitate the standardization of the capabilities of all statewide IMTs.

### **III. REIMBURSEMENT**

#### **A. RESPONSIBILITIES OF VDEM**

- i. When the Virginia-based IMT members are requested by VDEM for an event within the Commonwealth, VDEM will reimburse the cost of all eligible expenses incurred by the NCR-IMT during deployment hours 25 – 72. Reimbursement shall be made within sixty (60) days following the receipt of an itemized statement of costs from Team Leader. If the IMT deploys at the request of any entity other than VDEM, VDEM will not be responsible for any costs incurred as a result of that deployment.
  - 1. Stafford Act declarations may make the first 24 hour costs also reimbursable.
  - 2. If the deployment continues beyond hour 72, VDEM will facilitate reimbursement of the NCR-IMT's costs by the funding entity.
- ii. All funds reimbursed to or passed through the County of Fairfax from VDEM pursuant to this Memorandum of Understanding shall be used only to provide for IMT response expenses and shall not be used to supplant or replace funds for any other program or activity.
- iii. VDEM agrees to pay the insured jurisdiction actual costs of damage, up to \$1,000.00, for each vehicle damaged as a result of a VDEM authorized response. This is the maximum VDEM will pay for any one vehicle, regardless of the amount of damage. If a third party is involved in the accident and the third party may be at fault, the cost of repair or replacement will be submitted in accordance with Section III.A.i, however collection will be attempted by the insured jurisdiction from the third party before VDEM will reimburse for the damage as set forth above. For purposes of this agreement a “third-party” does not include any other deployed member jurisdictions of the NCR-IMT.

#### **B. RESPONSIBILITIES OF THE ADMINISTRATIVE JURISDICTION**

- i. The Team Leader will maintain and provide NCR-IMT's financial records to VDEM for equipment costs/maintenance relative to the incident, as requested.
- ii. The Team Leader shall provide to VDEM within ten (10) business days (excluding weekends and holidays) after demobilization of the IMT an itemized written statement of expenses incurred by the NCR-IMT during deployment hours 25 – 72 including but not limited to the following:
  - 1. Salaries, wages, fringe benefit costs for response personnel, travel costs, and other expenses (in accordance with state guidelines).
  - 2. Costs of repair and replacement of equipment, as well as the cost of supplies consumed and services utilized during the response.



#### **IV. LIABILITIES**

- A. VDEM agrees that the Virginia-based NCR-IMT is an authorized agent of VDEM when its Virginia personnel are responding to a VDEM activated request.
- B. Pursuant to § 44-146.23 of the Code of Virginia, when the NCR-IMT is an authorized agent of VDEM and acting within the scope of such authorization, the Team and its members enjoy limited protection from liability to the same extent as a State employee when deployed by VDEM under the circumstances of this agreement. There is no liability protection for civil damages resulting from gross negligence, recklessness, or willful misconduct
- C. In accordance with Va. Code Ann. § 65.2-101, any member of the IMT who responds to an incident upon request of VDEM, shall be deemed an employee of VDEM for the purposes of the Virginia Workers' Compensation Act.

#### **V. RIGHT TO REFUSE RESPONSE REQUEST**

- A. The Team Leader has the right to refuse to respond to a VDEM request for the IMT if its resources are already committed to other activities, emergencies, or other impending weather or disaster related events.

#### **VI. TERMINATION**

- A. This agreement may be terminated by either party upon 60 days written notice thereof to the other party.

#### **VII. ENTIRE AGREEMENT**

- A. This Agreement, including all attachments, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement.
- B. This agreement shall not preempt in any existing mutual aid agreements (written or verbal) now in effect by the County of Fairfax.
- C. This Agreement is not legally enforceable by any third party, does not create enforceable rights in any third party, nor shall any third party be considered a third party beneficiary of this Agreement.
- D. Nothing in this agreement will be construed to imply or assume any waiver of sovereign immunity by the Commonwealth of Virginia or the County of Fairfax.

- E. Nothing in this Agreement shall obligate the Commonwealth or the County to expend or provide any funds beyond those appropriated pursuant to an annual or other lawful appropriation.

#### **VIII. DURATION OF MEMORANDUM OF UNDERSTANDING**

- A. This MOU is effective upon the signature the State Coordinator of VDEM or his designee, and will expire December 31, 2020.

**IN WITNESS THEREOF, the parties have caused this agreement to be executed by the following duly authorized persons;**

**City/County of \_\_\_\_\_ by: \_\_\_\_\_**

**Signature: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Virginia Department of Emergency Management by: \_\_\_\_\_**

**Signature: \_\_\_\_\_**

**Title: State Coordinator**

**Date: \_\_\_\_\_**

**ATTACHMENT A**

**Resources Maintained by the the Incident Management Team**

*I hereby certify that the above resource list is an complete and accurate record of the resources maintained by the \_\_\_\_\_ Incident Management Team.*

Authorizing Signature: \_\_\_\_\_  
(Name / Title and Date)

**ATTACHMENT B**

**Officials Authorized to Request and Render Mutual Aid for the City/County of \_\_\_\_\_**

Below are those persons designated as “officials” authorized to request and to render Mutual Aid assistance to participating jurisdictions:

1. Add Your Listings by Name and Position in order of Succession here

*All “officials” will determine resource availability prior to authorizing the rendering of assistance by communication with agencies.*

Authorizing Signature: \_\_\_\_\_  
(Name / Title and Date)

ACTION - 10

Authorization to Enter into License Agreements with Certain Private Property Owners to Expand Capital Bikeshare into the Reston and Tysons Areas of Fairfax County (Hunter Mill and Providence Districts)

ISSUE:

Board approval of seven License Agreements between Fairfax County (the "County") and Boston Properties Limited Partnership; Comstock Reston Station Holdings, LC; Greensboro Park Property Owner LLC; JBG/Reston Executive Center, L.L.C.; Tamares 7950 Owner LLC; and Tysons Corner Residential I, LLC, respectively. Each License Agreement allows the County to install, maintain, and operate Capital Bikeshare stations on privately owned parcels of land located in the Reston and Tysons areas of the County.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors approve the License Agreements attached to this Board Item and authorize the Director of the Department of Transportation to execute these agreements on behalf of the County.

TIMING:

Board action is requested on September 20, 2016, to allow the Fairfax County Department of Transportation (FCDOT) to proceed with station installations and achieve a fall 2016 Capital Bikeshare system launch in the County.

DISCUSSION:

Bikeshare is a transportation system that allows individuals to check out a bike and ride short to moderate distances from station to station. A system of bikeshare stations and bicycles are set up in an area to allow participants to travel between destinations that are generally further than walking, without driving. As a result, roadway congestion is reduced.

In the Washington D.C. area, Capital Bikeshare is the existing bikeshare system that operates in the District of Columbia, Arlington County, Alexandria, and Montgomery County. There are currently over 370 stations in the Capital Bikeshare system in these jurisdictions. In January 2016, the Board authorized the establishment of a bikeshare system in Fairfax County, initially in Reston and Tysons.

Board Agenda Item  
September 20, 2016

To best serve members of the public who will use Capital Bikeshare, FCDOT identified several parcels of privately owned land that will be ideal for hosting stations. FCDOT worked with these parcels' owners to develop licenses for portions of their properties for the installation, operation, maintenance, and use of the Capital Bikeshare stations. The County will not be paying monetary rent for these licenses. Each License Agreement details the terms and conditions for installing, operating, and maintaining the Capital Bikeshare stations. The terms and conditions are generally uniform, but reflect individualized negotiations between the County and each owner. Each License Agreement, excepting the agreement with Comstock Reston Station Holdings, LC, has a term of five years, with multiple options to renew. At the owner's request, the Comstock Reston Station Holdings, LC's License Agreement has a term of three years, with multiple options to renew.

FISCAL IMPACT:

There is no fiscal impact as a result of the license agreements. The County has separately participated in two cooperative procurements led by the City of Alexandria to purchase the equipment and services necessary for the installation, maintenance, and operation of Capital Bikeshare.

ENCLOSED DOCUMENTS:

Attachment 1: Boston Properties Limited Partnership – Library Street  
Attachment 2: Boston Properties Limited Partnership – Discovery Square  
Attachment 3: Comstock Reston Station Holdings, LC – Wiehle-Reston East Metrorail Station  
Attachment 4: Greensboro Park Property Owner LLC – Greensboro Park  
Attachment 5: JBG/Reston Executive Center, L.L.C. – Reston Executive Center  
Attachment 6: Tamares 7950 Owner LLC – 7950 Jones Branch Drive  
Attachment 7: Tysons Corner Residential I, LLC – VITA Apartments

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT  
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, (FCDOT)  
Adam Lind, Bicycle Program Coordinator, Capital Projects and Traffic Engineering, FCDOT  
Ken Kanownik, Transportation Planner, Coordination and Funding Division, FCDOT  
Sarah Hensley, Assistant County Attorney, OCA

## **BIKE SHARE LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of September, 2016 (“Effective Date”) between Boston Properties Limited Partnership, a Delaware Limited Partnership (“Licensor”), located at c/o Boston Properties 2200 Pennsylvania Avenue, NW, Suite 200W, Washington, DC 20037, and the Board of Supervisors of Fairfax County (the “County”), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as “Party” and jointly referred to herein as the “Parties.”

WHEREAS Licensor and its affiliates are the sole fee simple owners of certain real properties and all improvements thereon (collectively, “Property”); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system (“Services”) on the Property;

NOW, THEREFORE, in consideration the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is located within the Reston Town Center as depicted on Exhibit A.
- b. The portion of the Property upon which the bicycle rental docking station (“Docking Station”) will be located in the area (“Licensed Area”) that is depicted on Exhibit B. The Docking Station is part of the Services.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and assigns the right and license to construct, install, upgrade, alter, expand, renew, maintain, repair, replace, remove, relocate, and use the Docking Station and all related bicycles and other equipment within the Licensed Area, and to use and enjoy all rights appurtenant thereto.
- b. Grant the County the right to enter the Property as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any obstructions from the Licensed Area that impede Users’ (as that term is later defined) access to the Licensed Area.
- c. Permit the County, all of the County’s officers, employees, agents, contractors, customers, guests, invitees, successors, assigns (“Users”) the right to enter and use the Licensed Area in connection with this Agreement and using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensor acknowledges and agrees

that any member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.

- d. Not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to this Agreement or the Services.
- e. Not to block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User's use or enjoyment thereof.
- f. Reserve the right to require the Docking Station be relocated for any reason whatsoever to a Relocated Licensed Area ("Relocated Licensed Area") within sixty (60) days after written notice to the County. The Relocated Licensed Area shall be in a mutually agreed upon location determined by Licensor and the County.
- g. Notify the County of any maintenance concerns regarding the County's exercise of its rights as those rights are enumerated herein.

3. **USE AND OBLIGATIONS OF THE COUNTY:**

The County shall:

- a. Obtain all permits and prepare the Licensed Area for the installation of the Docking Station in accordance with the criteria set forth in Exhibit B hereto, at no cost or expense to Licensor.
- b. Install and remove the Docking Station at its sole cost and expense.
- c. Maintain the Docking Station in good condition at its sole cost and expense.
- d. Communicate with all Users and other third parties, including responding to all inquiries made by any User. Licensor has no authority to communicate with anyone on the County's behalf.
- e. Remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted.

4. **RENT:** Licensor and the County acknowledge and agree that the County shall have no obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.



5. **DEFAULT:**

- a. The Licensor shall be in default if the Licensor breaches any material term or condition of this Agreement.
- b. The County shall be in default if the County breaches any material term or condition of this Agreement.
- c. In the event of default, the non-defaulting party shall give written notice to the defaulting party identifying the alleged breach of this Agreement, and the defaulting party shall have thirty (30) days from the date of notice to cure the breach to the reasonable satisfaction of the non-defaulting party. If the defaulting party fails to cure such breach within the thirty (30) days period set forth herein, this Agreement may be terminated by the non-defaulting party by giving an additional thirty (30) days' written notice to the breaching party.

6. **TERM AND TERMINATION:**

- a. The period of this Agreement ("Term") shall be for a term of five (5) years commencing on the Effective Date and ending on September \_\_, 2021 ("Termination Date").
- b. Licensor and the County agree that the County may renew this Agreement for up to four (4) additional consecutive five (5) year periods under the same terms and conditions as specified in this Agreement. Any such renewal shall be in the County's sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.
- c. In the event of a default, this Agreement may terminate as provided in paragraph 5.c, above.
- d. In the event of a sale of the Property, or of the portion thereof on which the Licensed Area is located, where this Agreement is not assigned to the new Owner, either party may terminate this Agreement within sixty (60) days after written notice to the non-terminating party.
- e. Notwithstanding the foregoing, either party may terminate this Agreement by providing the non-terminating party with a written termination notice at least one hundred and eighty (180) days prior to the termination date specified in such notice.

7. **LIABILITY AND INSURANCE:**

- a. **Liability Insurance.** The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County's self-insurance resolution shall satisfy any insurance requirement of the Licensor.
  - b. **Indemnification.** The Lessor hereby agrees to indemnify and hold harmless the County, its officers, agents, and all employees and volunteers, from any and all claims for bodily injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits arising from the use or condition of the Licensed Area, except due solely to the negligence of the County.
8. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.
9. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.
10. **ASSIGNMENT:** Except as provided in this Section 10, Licensor shall not transfer or assign this Agreement without the written consent of the County, first had and obtained. The County's consent shall not be unreasonably withheld. In the event Licensor desires to assign this Agreement, Licensor shall provide written notice to the County of Licensor's intent to transfer or assign this Agreement to another party. The County shall provide written consent or rejection of the transfer or assignment within thirty (30) days of receipt of any such notice. Should the County fail to respond within such thirty (30) day period, the Licensor may, without the consent of the County, transfer or assign the Agreement to the party identified in the Licensor's notice. Any further transfer or assignment shall require the written consent of the County as provided in this Section 10.
11. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.
12. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

13. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensor, or to create any other relationship between the parties hereto other than that of Licensor and licensee.

14. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor: Boston Properties Limited Partnership  
c/o Boston Properties  
2200 Pennsylvania Avenue, NW, Suite 200W  
Washington, DC 20037  
Attn: Regional Counsel

If to the County: Adam Lind  
Bicycle Program Coordinator  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

With a copy to: Fairfax County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

15. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
16. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.
17. **COUNTERPARTS:** This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
18. **REPRESENTATIONS:** Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the County and the Licensor. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**LICENSOR:**

BOSTON PROPERTIES LIMITED  
PARTNERSHIP, a Delaware  
Limited Partnership  
By BOSTON PROPERTIES, INC.,  
a Delaware corporation, its general  
partner  
2200 Pennsylvania Avenue, NW,  
Suite 200W, Washington, DC 20037

By: \_\_\_\_\_  
Name: Laura McNulty  
Title: Senior Vice President,  
Property Management

**LICENSEE:**

The Board of Supervisors for  
Fairfax County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

By: \_\_\_\_\_  
Tom Biesiadny  
Director, Fairfax County  
Department of Transportation

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**EXHIBIT A  
DIAGRAM OF THE PROPERTY**



**EXHIBIT B**  
**(Vicinity Map of Licensed Area)**



## **BIKE SHARE LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of September, 2016 (“Effective Date”) between Boston Properties Limited Partnership, a Delaware Limited Partnership (“Licensor”), located at c/o Boston Properties 2200 Pennsylvania Avenue, NW, Suite 200W, Washington, DC 20037, and the Board of Supervisors of Fairfax County (the “County”), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as “Party” and jointly referred to herein as the “Parties.”

WHEREAS Licensor and its affiliates are the sole fee simple owners of certain real properties and all improvements thereon (collectively, “Property”); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system (“Services”) on the Property;

NOW, THEREFORE, in consideration the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is located within the Reston Town Center as depicted on Exhibit A.
- b. The portion of the Property upon which the bicycle rental docking station (“Docking Station”) will be located in the area (“Licensed Area”) that is depicted on Exhibit B. The Docking Station is part of the Services.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and assigns the right and license to construct, install, upgrade, alter, expand, renew, maintain, repair, replace, remove, relocate, and use the Docking Station and all related bicycles and other equipment within the Licensed Area, and to use and enjoy all rights appurtenant thereto.
- b. Grant the County the right to enter the Property as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any obstructions from the Licensed Area that impede Users’ (as that term is later defined) access to the Licensed Area.
- c. Permit the County, all of the County’s officers, employees, agents, contractors, customers, guests, invitees, successors, assigns (“Users”) the right to enter and use the Licensed Area in connection with this Agreement and using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensor acknowledges and agrees

that any member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.

- d. Not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to this Agreement or the Services.
- e. Not to block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User's use or enjoyment thereof.
- f. Reserve the right to require the Docking Station be relocated for any reason whatsoever to a Relocated Licensed Area ("Relocated Licensed Area") within sixty (60) days after written notice to the County. The Relocated Licensed Area shall be in a mutually agreed upon location determined by Licensor and the County.
- g. Notify the County of any maintenance concerns regarding the County's exercise of its rights as those rights are enumerated herein.

3. **USE AND OBLIGATIONS OF THE COUNTY:**

The County shall:

- a. Obtain all permits and prepare the Licensed Area for the installation of the Docking Station in accordance with the criteria set forth in Exhibit B hereto, at no cost or expense to Licensor.
  - b. Install and remove the Docking Station at its sole cost and expense.
  - c. Maintain the Docking Station in good condition at its sole cost and expense.
  - d. Communicate with all Users and other third parties, including responding to all inquiries made by any User. Licensor has no authority to communicate with anyone on the County's behalf.
  - e. Remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted.
4. **RENT:** Licensor and the County acknowledge and agree that the County shall have no obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.



5. **DEFAULT:**

- a. The Licensor shall be in default if the Licensor breaches any material term or condition of this Agreement.
- b. The County shall be in default if the County breaches any material term or condition of this Agreement.
- c. In the event of default, the non-defaulting party shall give written notice to the defaulting party identifying the alleged breach of this Agreement, and the defaulting party shall have thirty (30) days from the date of notice to cure the breach to the reasonable satisfaction of the non-defaulting party. If the defaulting party fails to cure such breach within the thirty (30) days period set forth herein, this Agreement may be terminated by the non-defaulting party by giving an additional thirty (30) days' written notice to the breaching party.

6. **TERM AND TERMINATION:**

- a. The period of this Agreement ("Term") shall be for a term of five (5) years commencing on the Effective Date and ending on September \_\_, 2021 ("Termination Date").
- b. Licensor and the County agree that the County may renew this Agreement for up to four (4) additional consecutive five (5) year periods under the same terms and conditions as specified in this Agreement. Any such renewal shall be in the County's sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.
- c. In the event of a default, this Agreement may terminate as provided in paragraph 5.c, above.
- d. In the event of a sale of the Property, or of the portion thereof on which the Licensed Area is located, where this Agreement is not assigned to the new Owner, either party may terminate this Agreement within sixty (60) days after written notice to the non-terminating party.
- e. Notwithstanding the foregoing, either party may terminate this Agreement by providing the non-terminating party with a written termination notice at least one hundred and eighty (180) days prior to the termination date specified in such notice.

7. **LIABILITY AND INSURANCE:**

- a. **Liability Insurance.** The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County's self-insurance resolution shall satisfy any insurance requirement of the Licensor.
  - b. **Indemnification.** The Lessor hereby agrees to indemnify and hold harmless the County, its officers, agents, and all employees and volunteers, from any and all claims for bodily injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits arising from the use or condition of the Licensed Area, except due solely to the negligence of the County.
8. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.
9. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.
10. **ASSIGNMENT:** Except as provided in this Section 10, Licensor shall not transfer or assign this Agreement without the written consent of the County, first had and obtained. The County's consent shall not be unreasonably withheld. In the event Licensor desires to assign this Agreement, Licensor shall provide written notice to the County of Licensor's intent to transfer or assign this Agreement to another party. The County shall provide written consent or rejection of the transfer or assignment within thirty (30) days of receipt of any such notice. Should the County fail to respond within such thirty (30) day period, the Licensor may, without the consent of the County, transfer or assign the Agreement to the party identified in the Licensor's notice. Any further transfer or assignment shall require the written consent of the County as provided in this Section 10.
11. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.
12. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

13. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensor, or to create any other relationship between the parties hereto other than that of Licensor and licensee.

14. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor: Boston Properties Limited Partnership  
c/o Boston Properties  
2200 Pennsylvania Avenue, NW, Suite 200W  
Washington, DC 20037  
Attn: Regional Counsel

If to the County: Adam Lind  
Bicycle Program Coordinator  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

With a copy to: Fairfax County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

15. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
16. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.
17. **COUNTERPARTS:** This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
18. **REPRESENTATIONS:** Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the County and the Licensors. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**LICENSOR:**

BOSTON PROPERTIES LIMITED  
PARTNERSHIP, a Delaware  
Limited Partnership  
By BOSTON PROPERTIES, INC.,  
a Delaware corporation, its general  
partner  
2200 Pennsylvania Avenue, NW,  
Suite 200W, Washington, DC 20037

By: \_\_\_\_\_  
Name: Laura McNulty  
Title: Senior Vice President,  
Property Management

**LICENSEE:**

The Board of Supervisors for  
Fairfax County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

By: \_\_\_\_\_  
Tom Biesiadny  
Director, Fairfax County  
Department of Transportation

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**EXHIBIT A  
DIAGRAM OF THE PROPERTY**



**EXHIBIT B**  
**(Vicinity Map of Licensed Area)**





## **BIKE SHARE LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date") Comstock Reston Station Holdings, LC, a Virginia limited liability company ("Licensor"), located at c/o Comstock Partners, 1886 Metro Center Drive, Suite 400, Reston, Virginia 20190, and the Board of Supervisors of Fairfax County (the "County"), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as "Party" and jointly referred to herein as the "Parties."

WHEREAS Licensor has the sole leasehold interest in certain real property and all improvements thereon (collectively, "Property"); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system ("Services") on the Property;

NOW, THEREFORE, in consideration the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is located at 1902 Reston Metro Plaza, Reston, Virginia 20190, as depicted on Exhibit A.
- b. The portion of the Property upon which the bicycle rental docking station ("Docking Station") will be located is depicted on Exhibit B, which is attached hereto and incorporated herein by this reference ("Licensed Area"). The Docking Station is part of the Services.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and assigns the right and license to provide the Services only, including to construct, install, upgrade, alter, renew, maintain, repair, replace, remove, and use the Docking Station and all related bicycles and other equipment within the Licensed Area, and to use and enjoy all rights appurtenant thereto. The Licensed Area may be relocated or expanded from time to time only upon written agreement of the parties. The party desiring relocation shall provide, minimally, 90 days' written notice of its desire to relocate the Licensed Area.
- b. Grant the County, its successors, and assigns the right to enter the Property as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any obstructions from the Licensed Area.

- c. Permit the County, all of the County's officers, employees, agents, contractors, customers, guests, invitees, successors, assigns ("Users") the right to enter and use the Licensed Area in connection with this Agreement and using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensor acknowledges and agrees that any member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.
  - d. Not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to the License or the Services without the prior approval of the County.
  - e. Not to block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User's use or enjoyment thereof except in the case of an emergency or as required by any governmental authority.
3. **USE AND OBLIGATIONS OF THE COUNTY:**
- The County shall:
- a. Obtain all permits and prepare the Licensed Area for the installation of the Docking Station in accordance with the criteria set forth in Exhibit B hereto, at no cost or expense to Licensor.
  - b. Install and remove the Docking Station at the County's sole cost and expense.
  - c. Maintain the Docking Station and the Licensed Area in good condition and repair.
  - d. Communicate with all Users and other third parties with respect to the Services, including responding to all inquiries made by any User. Licensor has no authority to communicate with anyone on the County's behalf with respect to the Services.
  - e. Remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted.
4. **RENT:** Licensor and the County acknowledge and agree that the County shall have no obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.



5. **TERM AND TERMINATION:**

- a. The period of this Agreement (“Term”) shall be for a term of three (3) years commencing on the Effective Date.
- b. Licensor and the County agree that the County may renew this Agreement for up to five (5) additional, consecutive three (3) year periods under the same terms and conditions as specified in this Agreement. Any such renewal shall be in the County’s sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.
- c. In the event that either party desires to relocate the Licensed Area and the parties cannot agree to a suitable alternate location, either party may terminate this Agreement by providing the non-terminating party with a written termination notice at least 60 days before the termination date specified in such notice.
- d. Notwithstanding the foregoing, either party may terminate this Agreement for any reason by providing the non-terminating party with a written termination notice at least 180 days before the termination date specified in such notice.

6. **LIABILITY AND INSURANCE:**

- a. Liability Insurance. The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County’s self-insurance resolution shall satisfy any insurance requirement of the Licensor.
- b. Indemnification. Licensor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and employees, from any and all claims for bodily injuries and personal injuries asserted by members of the public (including all reasonable costs of investigation, all reasonable expenses of litigation, all reasonable attorney fees and costs of appeal) in any claims or suits arising from the condition of the Licensed Area, except to the extent caused by the negligence or intentional misconduct of any User. Notwithstanding the foregoing, nothing in this Agreement shall otherwise increase, duplicate or supplement the indemnification obligations of Licensor under any other agreement between the Board of Supervisors of Fairfax County, Virginia, as landlord, and Comstock Reston Station Holdings, LC, as tenant, it being the intent of the parties that the foregoing indemnity shall apply only to claims related to the Licensed Area.

Furthermore, notwithstanding the foregoing paragraph, the indemnification obligations of the Licensor under this Agreement shall not in any way limit, diminish or alter the County’s rights and remedies, it being acknowledged and agreed by the parties that County shall have the right to pursue all rights or remedies available at law or in equity.

7. **SIGNAGE AND ADVERTISING:** Signage may be displayed on the Docking Station and/or in the Licensed Area. Unless the parties agree in otherwise in writing, however, the County may not display commercial advertisements in the Licensed Area, nor place or display any bike share-related signage outside of the Licensed Area.
8. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.
9. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.
10. **ASSIGNMENT:** Licensor shall not transfer or assign this Agreement without the written consent of the County first had and obtained.
11. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.
12. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.
13. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensor, or to create any other relationship between the parties hereto other than that of licensor and licensee.

14. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor: c/o Comstock Partners  
18860 Metro Center Drive, Suite 400  
Reston, Virginia 20190  
Attn: Property Management

With a copy to: c/o Comstock Partners  
18860 Metro Center Drive, Suite 400  
Reston, Virginia 20190  
Attn: General Counsel

If to the County: Adam Lind  
Bicycle Program Coordinator  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

With a copy to: Fairfax County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

15. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
16. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.
17. **COUNTERPARTS:** This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

18. **REPRESENTATIONS:** Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.
19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the County and the Licenser. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

**LICENSOR:**

Comstock Reston Station Holdings, LC

By: Comstock Management Services, LC,  
Manager

\_\_\_\_\_

By: Christopher Clemente, Manager

**WITNESS:**

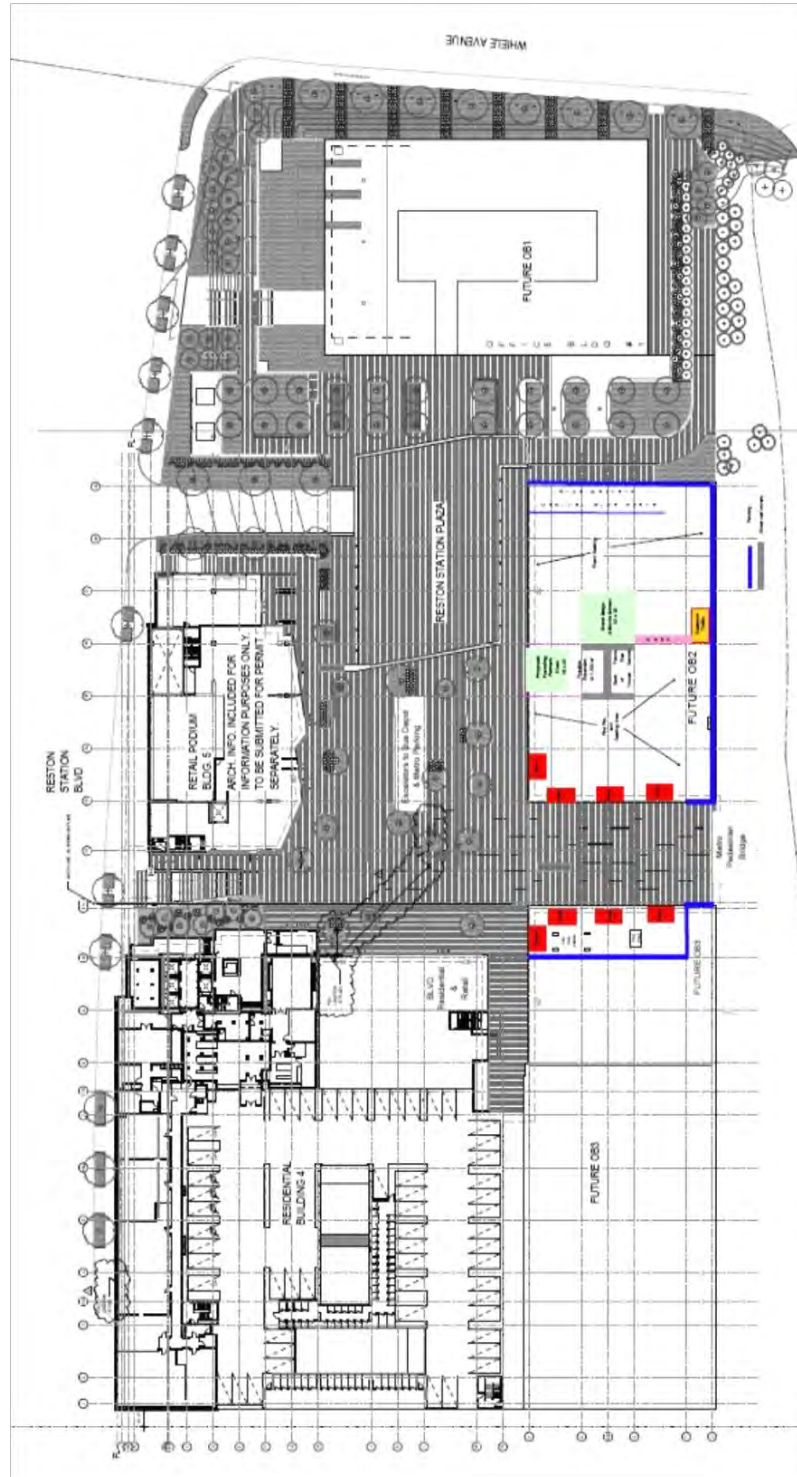
**LICENSEE:**

The Board of Supervisors for Fairfax  
County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

\_\_\_\_\_

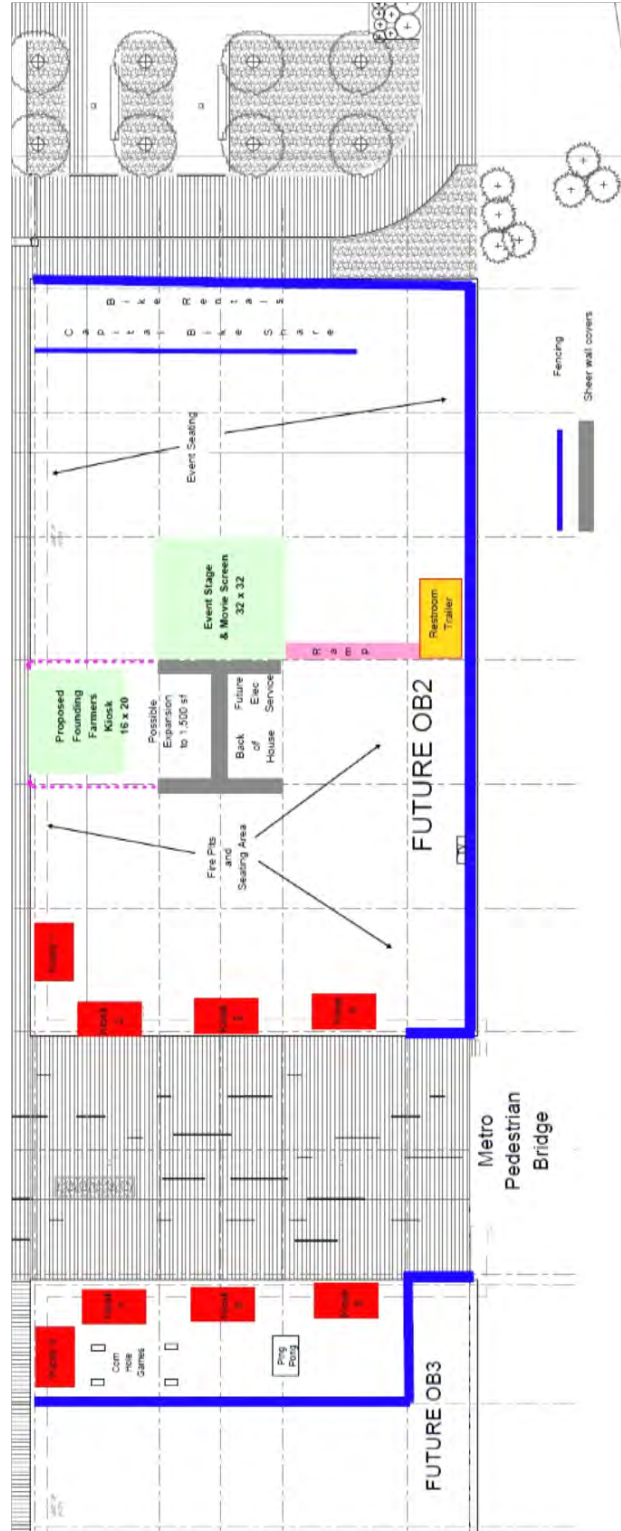
By: Tom Biesiadny  
Director, Fairfax County  
Department of Transportation

**EXHIBIT A**  
**DIAGRAM OF THE PROPERTY**



# EXHIBIT B

## LICENSED AREA



## **BIKE SHARE LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) between Greensboro Park Property Owner, LLC, a Delaware limited liability company (“Licensor”), having a business address of c/o Beacon Capital Partners, LLC 200 State Street, 5<sup>th</sup> Floor, Boston, MA 02109 located at 8200 Greensboro Drive, McLean, VA 22102 and the Board of Supervisors of Fairfax County (the “County”), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as “Party” and jointly referred to herein as the “Parties.”

WHEREAS Licensor is the sole fee simple owner of certain real property and all improvements thereon (collectively, “Property”); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system (“Services”) on the Property;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is located at 8180 and 8200 Greensboro Drive, McLean, VA 22102 as depicted on Exhibit A.
- b. The portion of the Property upon which the bicycle rental docking station (“Docking Station”) will be located is depicted on Exhibit B ("Licensed Area"), which is attached hereto and incorporated herein by this reference. The Docking Station is part of the Services.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and assigns the right and license to construct, install, upgrade, alter, expand, renew, maintain, repair, replace, remove, relocate, and use the Docking Station and all related bicycles and other equipment within the Licensed Area, subject to the terms and provisions of this Agreement.
- b. Grant the County the right to enter the Property as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any obstructions from the Licensed Area.
- c. Permit the County, all of the County’s officers, employees, agents, contractors,

customers, guests, invitees, successors, assigns (“Users”) the non-exclusive right to enter and use the Licensed Area in connection with this Agreement and using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensors acknowledge and agree that any member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.

- d. Not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to the License or the Services.
- e. Not to block or impair any User’s full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User’s use or enjoyment thereof.
- f. Prepare and install the concrete pad on which the Docking Station will be located.

3. **USE AND OBLIGATIONS OF THE COUNTY:**

The County shall:

- a. Obtain all permits necessary to its use of the Licensed Area at no cost or expense to Licensors.
  - b. Install and remove the Docking Station at its sole cost and expense.
  - c. Maintain the Docking Station in good condition.
  - d. Communicate with all Users and other third parties, including responding to all inquiries made by any User. Licensors have no authority to communicate with anyone on the County’s behalf.
  - e. Remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, the County shall not be responsible for removing the concrete pad referenced in Section 2(f).
4. **RENT:** Licensors and the County acknowledge and agree that the County shall have no obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.



5. **TERM AND TERMINATION:**

- a. The period of this Agreement (“Term”) shall be for a term of five (5) years commencing on the Effective Date and ending on \_\_\_\_\_ (“Termination Date”).
- b. Licensor and the County agree that the County may renew this Agreement for up to four (4) additional consecutive five (5) year periods under the same terms and conditions as specified in this Agreement. Any such renewal shall be in the County’s sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.
- c. In the event of a sale of the Property, or of the portion thereof on which the Licensed Area is located, where this Agreement is not assigned to the new Owner, either party may terminate this Agreement within thirty (30) days after written notice to the non-terminating party.
- d. Notwithstanding the foregoing, either party may terminate this Agreement by providing the non-terminating party with a written termination notice at least 60 days before the termination date specified in such notice.

6. **LIABILITY AND INSURANCE:**

- a. Liability Insurance. The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County’s self-insurance resolution shall satisfy any insurance requirement of the Licensor. The County shall be responsible for insuring the Docking Station and its other property.
- b. Indemnification. The Licensor hereby agrees to indemnify and hold harmless Fairfax County from any and all claims for bodily injuries and personal injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits arising from the use, occupancy, and condition of the Licensed Area.

7. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.

8. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

9. **ASSIGNMENT:** Except as provided in this Section 9, Licensor shall not transfer or assign this Agreement without the written consent of the County first had and obtained. The County's consent shall not be unreasonably withheld. In the event Licensor desires to assign this Agreement, Licensor shall provide written notice to the County of Licensor's intent to transfer or assign this Agreement to another party. The County shall provide written consent or rejection of the transfer or assignment within thirty (30) days of receipt of any such notice. Should the County fail to respond within such thirty (30) day period, the Licensor may, without the consent of the County, transfer or assign the Agreement to the party identified in the Licensor's notice. Any further transfer or assignment shall require the written consent of the County as provided in this Section 9.
10. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.
11. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.
12. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensor, or to create any other relationship between the parties hereto other than that of Licensor and licensee.
13. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor:

Greensboro Park Property Owner LLC  
200 State Street, 5<sup>th</sup> Floor  
Boston, MA 02109  
Attn: General Counsel

If to the County:

Adam Lind  
Bicycle Program Coordinator  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

With a copy to:        Fairfax County Attorney's Office  
                                 12000 Government Center Parkway, Suite 549  
                                 Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

14.    **TIME OF ESSENCE**: Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
15.    **SEVERABILITY**: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.
16.    **COUNTERPARTS**: This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
17.    **REPRESENTATIONS**: Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.
18.    **ENTIRE AGREEMENT**: This Agreement contains the entire agreement between the County and the Licensor. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**LICENSOR:**

Greensboro Park Property Owner  
LLC

\_\_\_\_\_  
By:    Name:  
         Title:

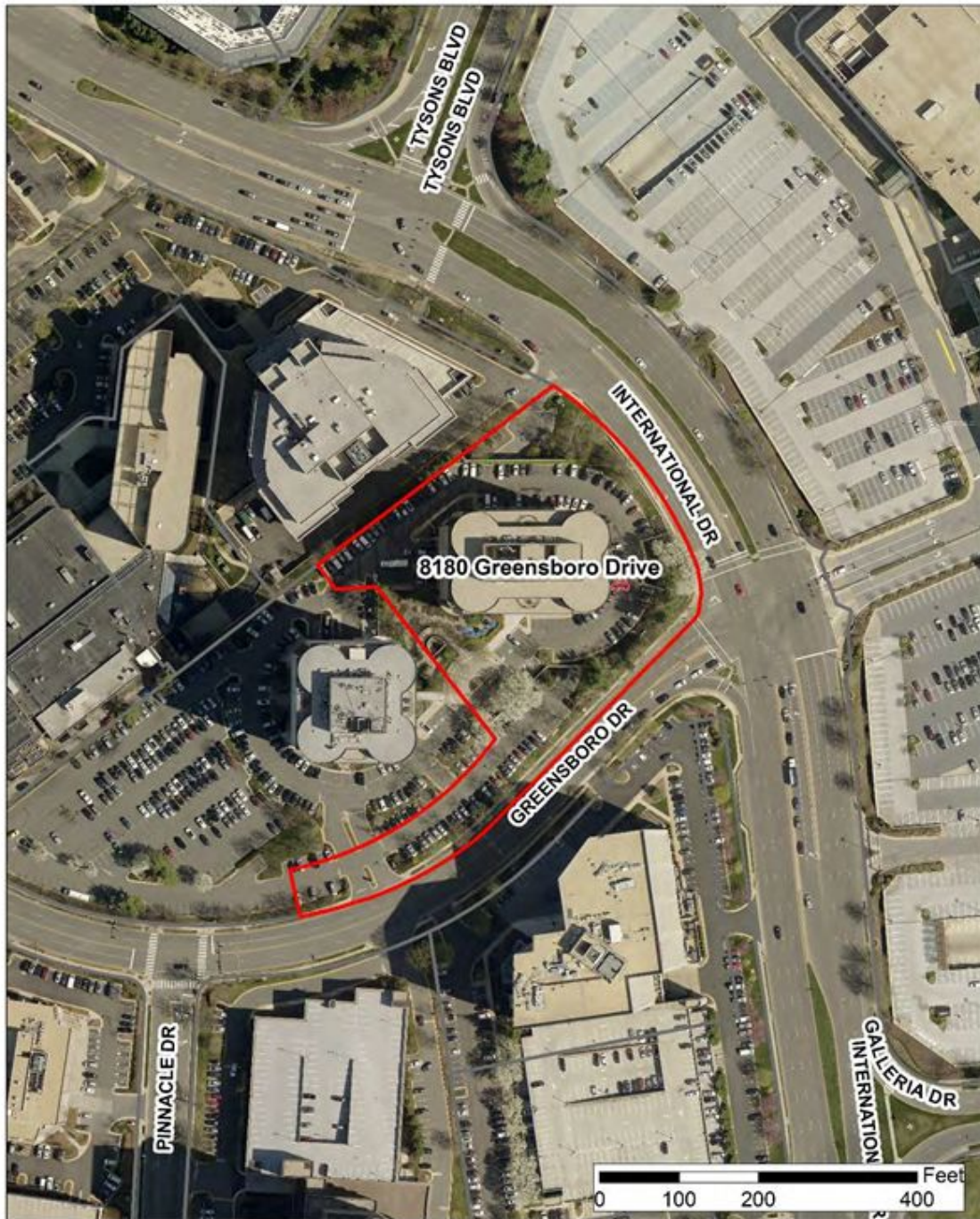
**LICENSEE:**

The Board of Supervisors for Fairfax  
County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

\_\_\_\_\_  
By:    Tom Biesiadny  
         Director, Fairfax County  
         Department of Transportation

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**EXHIBIT A**  
**DIAGRAM OF THE PROPERTY**



A Fairfax County, Va., Publication

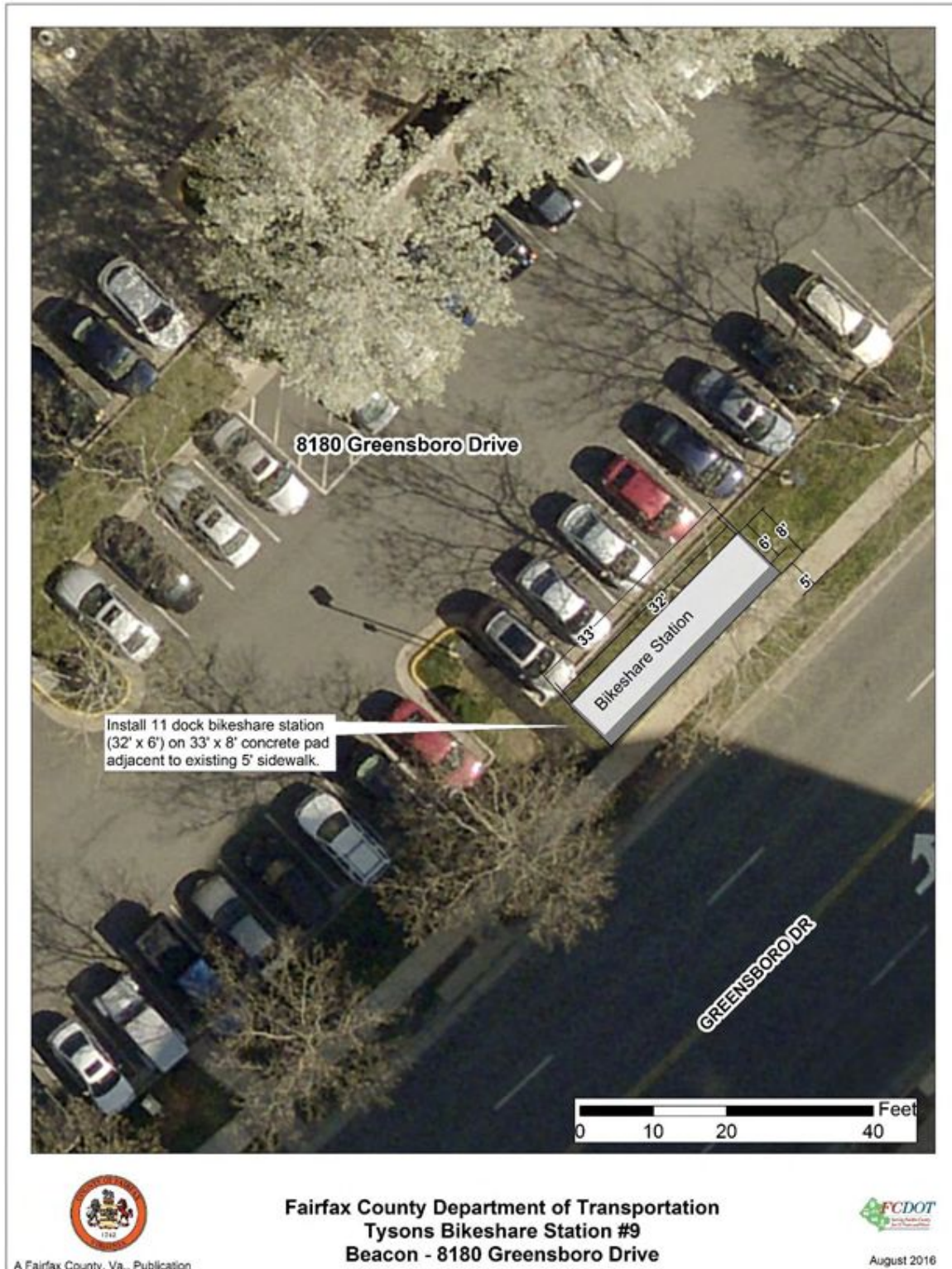
**Fairfax County Department of Transportation**  
**Tysons Bikeshare Station #9**  
**Beacon - 8180 Greensboro Drive**



August 2016



**EXHIBIT B**  
**Vicinity Map of the Licensed Area**



## BIKE SHARE LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of this 1<sup>st</sup> day of September, 2016 ("Effective Date") between JBG/Reston Executive Center, L.L.C., a Delaware limited liability company ("Licensor"), located at c/o The JBG Companies, 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815 and the Board of Supervisors of Fairfax County (the "County"), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as "Party" and jointly referred to herein as the "Parties."

WHEREAS Licensor is the sole fee simple owner of certain real property and all improvements thereon (collectively, "Property"); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system ("Services") on the Property;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is located at 12100 Sunset Hills road, Reston VA 20190 as depicted on Exhibit A.
- b. The portion of the Property ("Licensed Area") upon which the bicycle rental docking station ("Docking Station") will be located will either be Location "A" or Location "B," both of which are depicted on Exhibit B. The Docking Station is part of the Services. The parties shall mutually select either Location "A" or Location "B" before construction or installation begins.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and assigns the right and license to construct, install, upgrade, alter, expand, renew, maintain, repair, replace, remove, and use the Docking Station and all related bicycles and other equipment within the Licensed Area, and to use and enjoy all rights appurtenant thereto. The Licensed Area may be relocated from time to time upon written consent of the parties, not to be unreasonably withheld.
- b. Grant the County the right to enter the Property as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any obstructions from the Licensed Area.
- c. Permit the County, all of the County's officers, employees, agents, contractors,



customers, guests, invitees, successors, assigns ("Users") the right to enter and use the Licensed Area in connection with this Agreement and using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensor acknowledges and agrees that any member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.

- d. Not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to the License or the Services.
- e. Not to block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User's use or enjoyment thereof.
- f. Prepare and install the concrete pad on which the Docking Station will be located.

3. **USE AND OBLIGATIONS OF THE COUNTY:**

The County shall:

- a. Obtain all permits and prepare the Licensed Area for the installation of the Docking Station in accordance with the criteria set forth in Exhibit B hereto, at no cost or expense to Licensor.
- b. Install and remove the Docking Station at its sole cost and expense.
- c. Maintain the Docking Station in good condition.
- d. Communicate with all Users and other third parties, including responding to all inquiries made by any User. Licensor has no authority to communicate with anyone on the County's behalf.
- e. Remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, the County shall not be responsible for removing the concrete pad referenced in Section 2(f).

4. **RENT:** Licensor and the County acknowledge and agree that the County shall have no obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.

5. **TERM AND TERMINATION:**

- a. The period of this Agreement ("Term") shall be for a term of five (5) years commencing on the Effective Date and ending on 9/1/2021



("Termination Date").

- b. Licensor and the County agree that the County may renew this Agreement for up to four (4) additional consecutive five (5) year periods under the same terms and conditions as specified in this Agreement. Any such renewal shall be in the County's sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.
- c. In the event of a sale of the Property, or of the portion thereof on which the Licensed Area is located, where this Agreement is not assigned to the new Owner, either party may terminate this Agreement within sixty (60) days after written notice to the non-terminating party.
- d. Notwithstanding the foregoing, either party may elect to terminate this Agreement by providing the non-terminating party with a written termination notice at least 180 days before the termination date specified in such notice.

6. **LIABILITY AND INSURANCE:**

- a. **Liability Insurance.** The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County's self-insurance resolution shall satisfy any insurance requirement of the Licensor.
- b. **Indemnification.** The Licensor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents, and all employees and volunteers (collectively, the "County Parties"), from any and all claims for bodily injuries and personal injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits arising from the use, occupancy, and condition of the Licensed Area (any such matter, a "Claim"), to the extent such Claim arises from the gross negligence of Licensor or its agents; provided, however, that the obligations of Licensor set forth in this Section 6(b) shall not be applicable to the extent such Claim arises from the gross negligence or willful misconduct of any of the County Parties.

- 7. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.
- 8. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.
- 9. **ASSIGNMENT:** Except as provided in this Section 9, Licensor shall not transfer or

assign this Agreement without the written consent of the County, first had and obtained. The County's consent shall not be unreasonably withheld. In the event Licensor desires to assign this Agreement, Licensor shall provide written notice to the County of Licensor's intent to transfer or assign this Agreement to another party. The County shall provide written consent or rejection of the transfer or assignment within thirty (30) days of receipt of any such notice. Should the County fail to respond within such thirty (30) day period, the Licensor may, without the consent of the County, transfer or assign the Agreement to the party identified in the Licensor's notice. Any further transfer or assignment shall require the written consent of the County as provided in this Section 9.

10. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.
11. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.
12. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensor, or to create any other relationship between the parties hereto other than that of Licensor and licensee.
13. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor:

JBG/Reston Executive Center, L.L.C.  
c/o The JBG Companies  
4445 Willard Avenue, Suite 400  
Chevy Chase, MD 20815  
Attn: Matthew Valentini

With a copy to:

JBG/Reston Executive Center, L.L.C.  
c/o The JBG Companies  
4445 Willard Avenue, Suite 400  
Chevy Chase, MD 20815  
Attn: Legal Department

If to the County: Adam Lind  
Bicycle Program Coordinator  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

With a copy to: Fairfax County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

14. **TIME OF ESSENCE**: Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
15. **SEVERABILITY**: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.
16. **COUNTERPARTS**: This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
17. **REPRESENTATIONS**: Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.
18. **ENTIRE AGREEMENT**: This Agreement contains the entire agreement between the County and the Licensor. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

SIGNATURE PAGE(S) TO FOLLOW

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**LICENSOR:**

JBG/Reston Executive Center, L.L.C.

By: JBG/Company Manager IV, L.L.C.,  
its Managing Member

\_\_\_\_\_  
By: David Paul  
Title: Managing Member

**LICENSEE:**

The Board of Supervisors for Fairfax County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

\_\_\_\_\_  
By: Tom Biesiadny  
Director, Fairfax County  
Department of Transportation



EXHIBIT A  
DIAGRAM OF THE PROPERTY



**EXHIBIT B**  
**LICENSED AREA AND THE DOCKING STATION**



## **BIKE SHARE LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of this \_\_\_\_th day of September, 2016 (“Effective Date”) between **TAMARES 7950 OWNER LLC**, a Delaware limited liability company (“Licensor”), located at 1500 Broadway, 24<sup>th</sup> Floor, New York, NY 10036 and the **Board of Supervisors of Fairfax County** (the “County”), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as “Party” and jointly referred to herein as the “Parties.”

WHEREAS Licensor is the sole fee simple owner of certain real property and all improvements thereon (collectively, “Property”); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system (“Services”) on the Property;

NOW, THEREFORE, in consideration the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is located at 7950 Jones Branch Drive, McLean, VA 22107 as depicted on Exhibit A.
- b. The portion of the Property upon which the bicycle rental docking station (“Docking Station”) will be located is more particularly depicted on Exhibit B (“Licensed Area”). The Docking Station is part of the Services.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and assigns the right and license to construct, install, upgrade, alter, renew, maintain, repair, replace, remove, and use the Docking Station and all related bicycles and other equipment within the Licensed Area, and to use and enjoy all rights appurtenant thereto. The Licensed Area may be relocated or expanded only upon written agreement of the Parties.
- b. Grant the County the right to enter the Property as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any unreasonable obstructions from the Licensed Area.
- c. Permit the County, all of the County’s officers, employees, agents, contractors, customers, guests, invitees, successors, assigns (“Users”) the right to enter and use the Licensed Area in connection with this Agreement and using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensor acknowledges and agrees that any

member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.

- d. Not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to the License or the Services.
- e. Not to block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User's use or enjoyment thereof.
- f. Notwithstanding the foregoing, Licensor shall have reasonable discretion to prohibit access by Users that disobey any law or ordinance in connection with their use and enjoyment of the Services and the Docking Station.

3. **USE AND OBLIGATIONS OF THE COUNTY:**

The County shall:

- a. Prior to installing the Docking Station, obtain all permits and prepare the Licensed Area for the installation of the Docking Station in accordance with the criteria set forth in Exhibit B hereto, at no cost or expense to Licensor.
  - b. Install and remove the Docking Station at its sole cost and expense.
  - c. Maintain the Docking Station in good condition.
  - d. Communicate with all Users and other third parties, including responding to all inquiries made by any User. Licensor has no authority to communicate with anyone on the County's behalf.
  - e. At its own cost, remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and within such time restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted.
4. **RENT:** Licensor and the County acknowledge and agree that the County shall have no obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.

5. **TERM AND TERMINATION:**

- a. The period of this Agreement ("Term") shall be for a term of five (5) years commencing on the Effective Date and ending on September \_\_, 2021 ("Termination Date").
- b. Licensor and the County agree that the County may renew this Agreement for up to four (4) additional consecutive five (5) year periods under the same terms and



conditions as specified in this Agreement. Any such renewal shall be in the County's sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.

- c. Notwithstanding the foregoing, either party may terminate this Agreement by providing the non-terminating party with a written termination notice at least 180 days before the termination date specified in such notice.

6. **LIABILITY AND INSURANCE:**

- a. **Liability Insurance.** The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County's self-insurance resolution shall satisfy any insurance requirement of the Licensor.
- b. **Indemnification.** The Licensor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents, and all employees and volunteers, from any and all Licensor acts of gross negligence which result in claims for bodily injuries and personal injuries to the public, including reasonable cost of investigation, all reasonable expenses of litigation, including reasonable attorney fees.

7. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.

8. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

9. **ASSIGNMENT:** Licensor shall not transfer or assign this Agreement without the written consent of the County first had and obtained.

10. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.

11. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

12. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the

Licensor, or to create any other relationship between the parties hereto other than that of Licensor and licensee.

13. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor:           Tamares 7950 Owner LLC  
                                  1500 Broadway, 24<sup>th</sup> Floor  
                                  New York, NY 10036  
                                  Attn: Itrat Sayeed  
                                  Vice President

If to the County:       Adam Lind  
                                  Bicycle Program Coordinator  
                                  Fairfax County Department of Transportation  
                                  4050 Legato Road, 4th Floor  
                                  Fairfax, VA 22033-2867

With a copy to:       Fairfax County Attorney's Office  
                                  12000 Government Center Parkway, Suite 549  
                                  Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

14. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
15. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.
16. **COUNTERPARTS:** This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
17. **REPRESENTATIONS:** Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.
18. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement

between the County and the Licensor. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**LICENSOR:**

Tamara 7950 Owner LLC  
1500 Broadway, 24<sup>th</sup> Floor  
New York, NY 10036

By: \_\_\_\_\_  
Itrat Sayeed  
Vice President

**LICENSEE:**

The Board of Supervisors for Fairfax  
County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

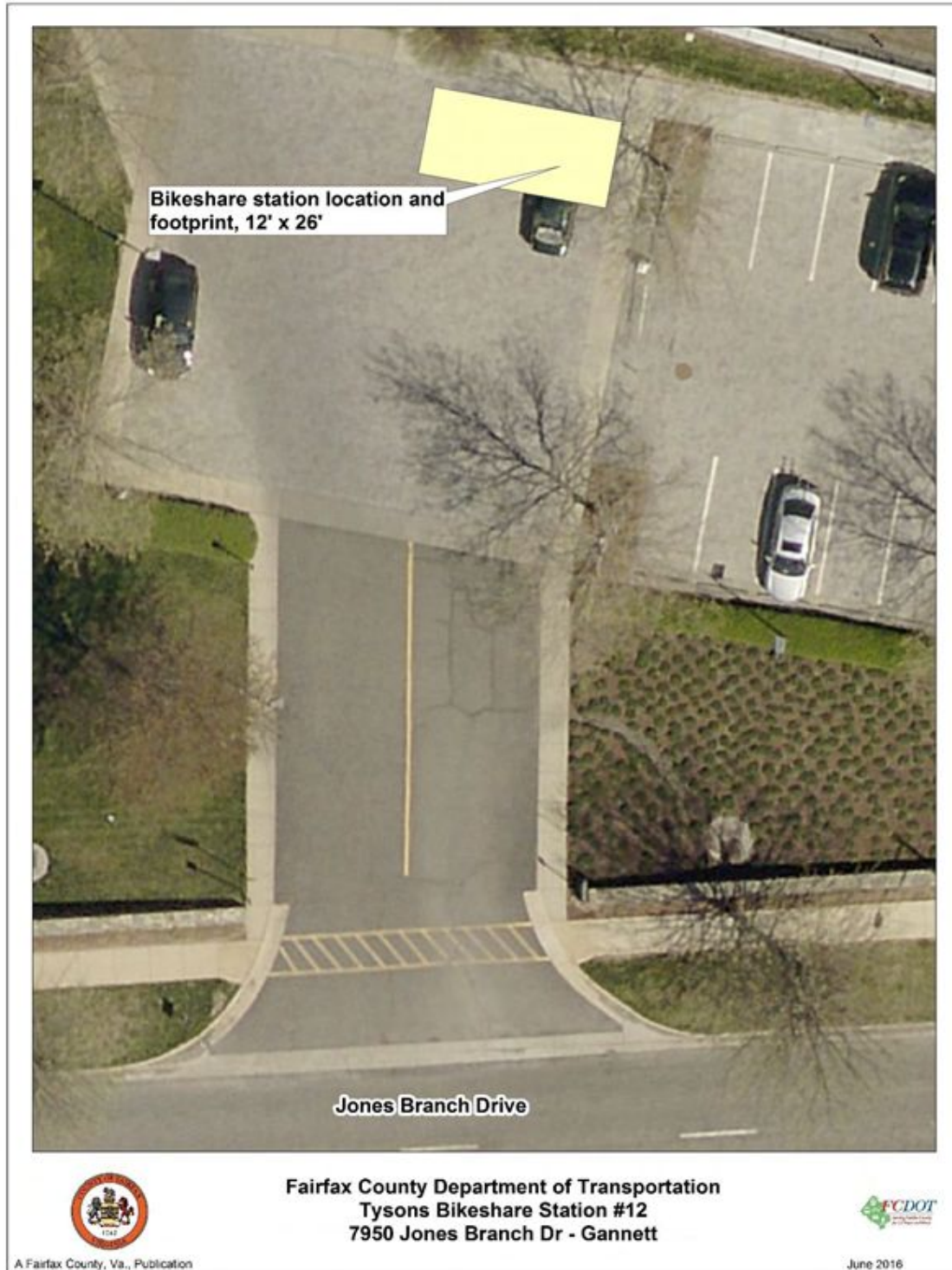
By: \_\_\_\_\_  
Tom Biesiadny  
Director, Fairfax County  
Department of Transportation

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**EXHIBIT A  
DIAGRAM OF THE PROPERTY**



**EXHIBIT B**  
**(Vicinity Map of Licensed Area)**





## BIKE SHARE LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") between **Tysons Corner Residential I LLC**, a Delaware limited liability company ("Licensor"), located at 1961 Chain Bridge Rd., Tysons Corner, Virginia 22102 and the Board of Supervisors of Fairfax County (the "County"), located at 12000 Government Center Parkway, Fairfax, Virginia 22035. The Licensor and the County are sometimes hereinafter separately referred to as "Party" and jointly referred to herein as the "Parties."

WHEREAS Licensor is the owner of certain real property and all improvements thereon commonly known as Tysons Corner Center (collectively, "Property"); and

WHEREAS the County desires to establish, operate, and maintain elements of a self-service bicycle rental system ("Services") on the Property;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor hereby grants a license to the County subject to the terms and conditions set forth as follows:

1. **LOCATION:**

- a. The Property is generally located at 1961 Chain Bridge Rd., Tysons Corner, Virginia 22102, including a parcel approximately located at 7902 Tysons One Place, Tysons Corner, Virginia, 22102, depicted on Exhibit A, attached hereto and incorporated herein by this reference.
- b. The portion of the Property upon which the bicycle rental docking station ("Docking Station") will be located is depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "Licensed Area"). The Docking Station is part of the Services.

2. **SPECIFIC GRANTS AND OBLIGATIONS OF THE LICENSOR:**

Licensor shall:

- a. Grant the County, its successors, and permitted assigns the right and license to construct, install, upgrade, renew, maintain, repair, replace, remove, and use the Docking Station and all related bicycles and other equipment within the Licensed Area during the Term (as such term is defined below) of this Agreement, and to use and enjoy all rights appurtenant thereto. Notwithstanding the foregoing, the timing of construction and installation of the Docking Station shall be subject to Licensor's reasonable approval; and the timing of any significant maintenance, repairs, and removal to or of the Docking Station shall also be subject to Licensor's reasonable approval. The Licensed Area may be relocated or expanded only upon written agreement of the Parties.

- b. Grant the County the right, during the Term of this Agreement, to enter the Licensed Area as may be reasonable and appropriate to exercise all rights granted and obligations incurred herein, including, but not limited to, removing any obstructions from the Licensed Area.
- c. Permit the County, all of the County's officers, employees, agents, contractors, customers, guests, invitees, successors, permitted assigns ("Users") the right and license to enter and use the Licensed Area in connection with using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Licensed Area. Licensor acknowledges and agrees that any member of the public at large may become a User simply by using any of the Services and that each User must be allowed full access to the Licensed Area.
- d. Except for emergency situations, not permit the Licensed Area to be used for any other purposes except for the Docking Station and other purposes related to the License or the Services.
- e. Except for emergency situations, not to block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise materially interfere with or alter any User's use or enjoyment thereof.

3. **USE AND OBLIGATIONS OF THE COUNTY:**

The County shall:

- a. Obtain all permits and prepare the Licensed Area for the installation of the Docking Station, at no cost or expense to Licensor.
- b. Install and remove the Docking Station at its sole cost and expense.
- c. Maintain the Docking Station in good working condition and in good repair.
- d. Communicate with all Users and other third parties, including responding to all inquiries made by any User. Licensor has no authority to communicate with anyone on the County's behalf.
- e. Remove the Docking Station and all related bicycles and other equipment from the Licensed Area within thirty (30) days after the expiration or earlier termination of this Agreement and restore the Licensed Area to the condition it was in upon the Effective Date, ordinary wear and tear excepted.
- f. Only use the Licensed Area for the Services and no other portion of the Property may be used by the County for the purposes outlined in this Agreement.
- g. Not interfere with Licensor's use of the Property or any tenants' use of the Property.

4. **RENT:** Licensor and the County acknowledge and agree that the County shall have no

obligation for payment of monetary rent. Each party shall be responsible for all cost of performance of its obligations as set forth in this Agreement.

4. **TERM AND TERMINATION:**

- a. The period of this Agreement (“Term”) shall be for a term of five (5) years commencing on the Effective Date and ending on \_\_\_\_\_ (“Termination Date”).
- b. Licensor and the County agree that the County may renew this Agreement for up to four (4) additional consecutive five (5) year periods under the same terms and conditions as specified in this Agreement. Any such renewal shall be in the County’s sole and complete discretion. Should the County choose to exercise its option to renew, the County shall provide Licensor with written notice of its intent to exercise such option not less than one hundred and eighty (180) days prior to the expiration of the then-current term of this Agreement.
- c. Notwithstanding the foregoing, either party may terminate this Agreement by providing the non-terminating party with a written termination notice at least 90 days before the termination date specified in such notice.
- d. Upon the effective termination date of this Agreement, Licensor may remove all persons or property from the Licensed Area (such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the County), all without service of notice or resort to legal process and without being deemed guilty of trespass.

5. **LIABILITY AND INSURANCE:**

- a. Liability Insurance. The County is a self-insured governmental body. The County is prescribed by law from extending its self-insurance to outside parties. Licensor hereby agrees that the County’s self-insurance resolution shall satisfy any insurance requirement of the Licensor.
- b. Licensor Indemnification. The Licensor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents, and all employees and volunteers, from any and all claims for bodily injuries and personal injuries to members of the public, including reasonable cost of investigation, reasonable expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits arising from Licensor’s breach of this Agreement. Licensor’s agreement to indemnify shall not be read to otherwise limit either party’s rights, or either party’s remedies available at law and/or in equity.

6. **MARKETING AND SPONSORSHIP COMPONENTS:** Unless the parties agree in otherwise in writing, the County may not advertise in the Licensed Area.



7. **DEFAULT:** The occurrence of any of the following shall constitute an event of default:
- a. The Licensor shall be in default if the Licensor breaches any material term or condition of this Agreement.
  - b. The County shall be in default if the County breaches any material term or condition of this Agreement.

In the event of default, the non-defaulting party shall give written notice to the defaulting party identifying the alleged breach of this Agreement, and the defaulting party shall have thirty (30) days from the date of notice to cure the breach to the reasonable satisfaction of the non-defaulting party. If the defaulting party fails to cure such breach within the thirty (30) days period set forth herein, this Agreement may be terminated by the non-defaulting party by giving an additional thirty (30) days' written notice to the breaching party. Such termination right of the non-defaulting party shall not be to the exclusion of any other right or remedy the non-defaulting party may have at law or in equity.

8. **SUITABILITY OF PREMISES:** The County hereby accepts the Licensed Area in an "AS IS" condition and the Licensor expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability of the Licensed Area. It is understood by the County that the Licensor does not provide security protection for the Licensed Area and/or the County's property.
9. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.
10. **NO RIGHTS IN THIRD PARTIES:** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.
11. **ASSIGNMENT:** Neither party shall transfer or assign this Agreement without the written consent of the non-transferring or non-assigning party first had and obtained.
12. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and both Parties agree to abide by these provisions.

13. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.
14. **NO PARTNERSHIP:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensor, or to create any other relationship between the parties hereto other than that of Licensor and licensee.
15. **NOTICES:**

Any notice which the Parties may desire or be required to give under the terms of this Agreement shall be deemed sufficiently given or rendered, if in writing, and delivered by certified or registered mail, return receipt requested:

If to Licensor:

Macerich  
1961 Chain Bridge Road, Suite 305  
Tysons Corner, Virginia 22102  
Attn: Geoff Mason

With a copy to:

Macerich  
401 Wilshire Boulevard, Suite 700  
Santa Monica, California 90401  
Attn: Legal Department

If to the County:

Adam Lind  
Bicycle Program Coordinator  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

With a copy to:

Fairfax County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

16. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.
17. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it

is the intention of the parties that the remainder of this Agreement shall not be affected thereby.

18. **COUNTERPARTS**: This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
19. **REPRESENTATIONS**: Each Party represents to the other Party that: it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder and that there is no contract or other legal obligation that prevents it from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder.
20. **ENTIRE AGREEMENT**: This Agreement contains the entire agreement between the County and the Licensor. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties.

SIGNATURE PAGE(S) TO FOLLOW

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

**WITNESS:**

**LICENSOR:**

Tysons Corner Residential I LLC,  
a Delaware limited liability company

By: Tysons Corner Property LLC,  
a Virginia limited liability company,  
its member

By: MACW Tysons, LLC  
a Delaware limited liability  
company,  
its member

c/o Macerich  
401 Wilshire Boulevard  
Suite 700,  
Santa Monica, CA 90401

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**LICENSEE:**

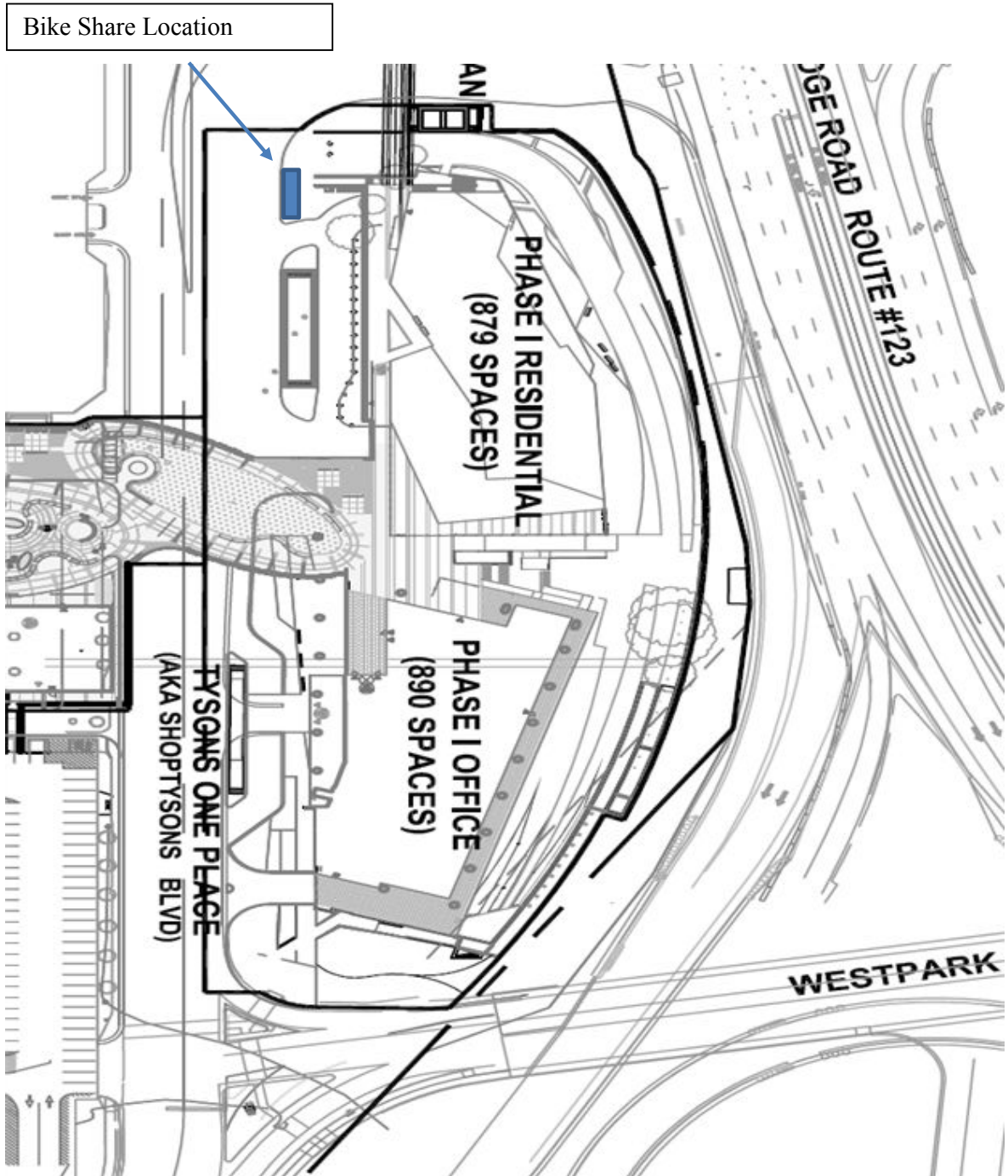
The Board of Supervisors for Fairfax County  
12000 Government Center Parkway  
Fairfax, Virginia 22035

\_\_\_\_\_

\_\_\_\_\_  
By: Tom Biesiadny  
Director, Fairfax County  
Department of Transportation

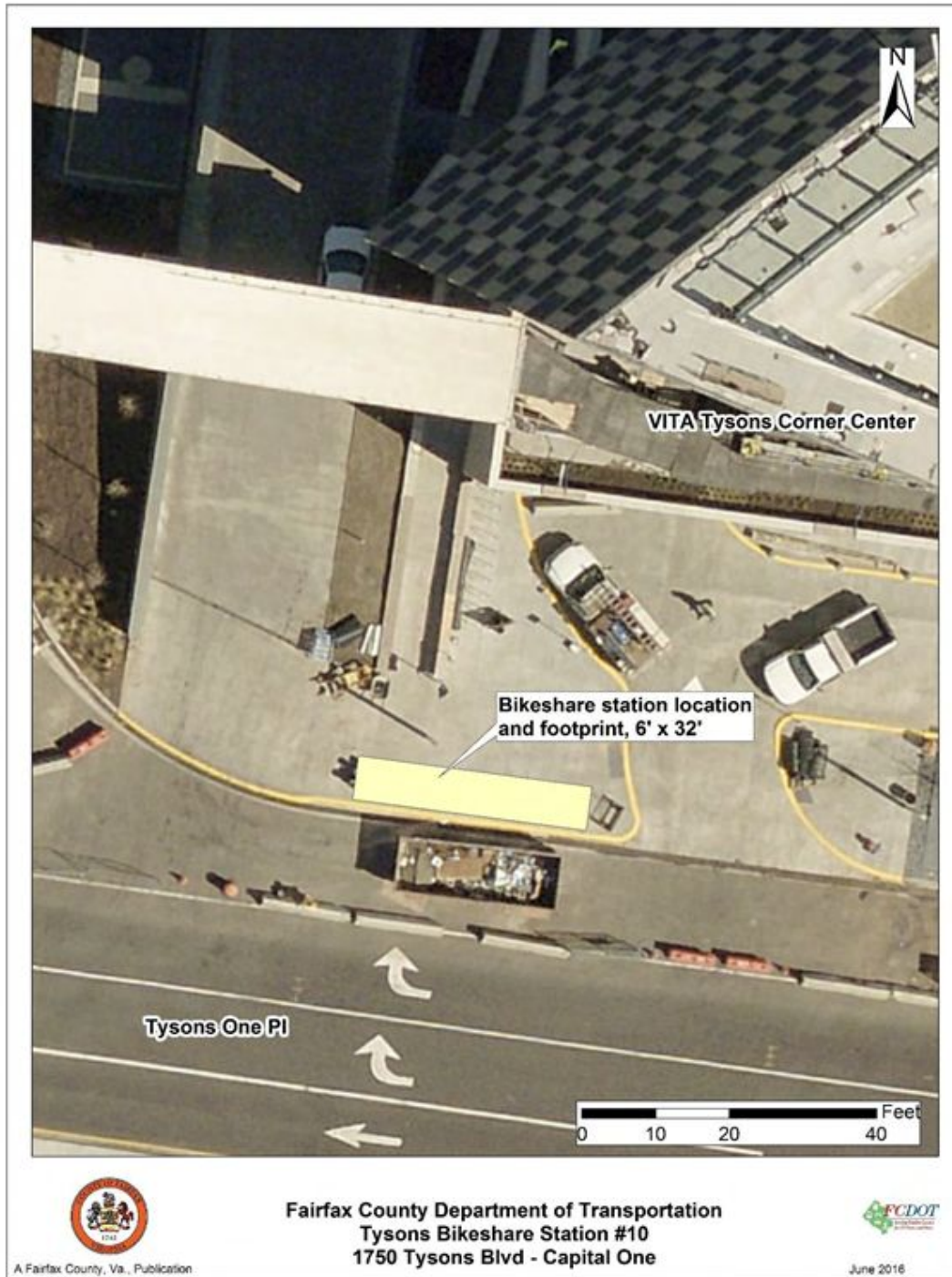
**EXHIBIT A**

**DIAGRAM OF THE PROPERTY**



## EXHIBIT B

LICENSED AREA – 6' x 32' area depicted below.



ACTION - 11

Authorization of Funding Agreement with Tysons Partnership, Inc. (Providence District)

ISSUE:

Board approval of a Bikeshare Funding Agreement between Fairfax County (County) and Tysons Partnership, Inc. (Tysons Partnership). The agreement commits the Tysons Partnership to pay \$130,000 annually, for the next five years, to Fairfax County for Capital Bikeshare capital and operating expenses.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors authorize the Director of the Department of Transportation to enter into a funding agreement, on behalf of the County, with the Tysons Partnership in substantially the form of Attachment 1.

TIMING:

Board approval is requested on September 20, 2016, to allow the Fairfax County Department of Transportation (FCDOT) to proceed with station installations and move towards a fall 2016 Capital Bikeshare system launch in Fairfax County.

DISCUSSION:

Bikeshare is a transportation system that allows individuals to check out a bike and ride short to moderate distances from station to station. A system of bikeshare stations and bicycles are set up in an area to allow participants to travel between destinations that are generally further than walking, without driving. As a result, roadway congestion is reduced.

In the Washington D.C. area, Capital Bikeshare is the existing bikeshare system that operates in the District of Columbia., Arlington County, Alexandria, and Montgomery County. There are currently over 370 stations in the Capital Bikeshare system in these jurisdictions. In January 2016, the Board authorized the establishment of a bikeshare system in Fairfax County, initially in Reston and Tysons.

In summer 2015, the Virginia Department of Transportation (VDOT), in partnership with Fairfax County, and with the support of the Tysons Partnership, implemented several miles of bike lanes in Tysons. This new infrastructure encouraged the idea that a bikeshare system could succeed in Tysons, as well

as Reston. The Tysons Partnership approached FCDOT with a proposal to bring bikeshare to Tysons and make a financial contribution to both the initial capital cost and ongoing operation costs of the system. Until this time, FCDOT was only planning to launch Capital Bikeshare in Reston. FCDOT worked with Tysons Partnership to identify 14 stations in Tysons to start the Capital Bikeshare system in Tysons and agreed that Tysons Partnership would contribute \$10,000 annually towards 13 of those 14 stations, for a total of \$130,000 annually for each of the next five years.

Under the terms of the agreement, the County reserves the right to relocate any station at any time, but if the County does so, then remaining contributions from Tysons Partnership will be reduced by \$10,000 per year for each station so relocated, unless Tysons Partnership agrees to the new location.

FISCAL IMPACT:

Revenue from the Tysons Partnership for Capital Bikeshare will be available in Fund 40010, County and Regional Transportation Projects. FY 2017 funding for Capital Bikeshare was included as part of the *FY 2016 Carryover Review* in Project TS-00001, Bicycle Facilities Program, in Fund 40010, County and Regional Transportation Projects. Out-year revenues and expenses for the program will be included in subsequent budgets for FY 2018 through FY 2021. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1: Funding Agreement with Tysons Partnership, Inc.

Attachment 2: Resolution

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Adam Lind, Bicycle Program Coordinator, Capital Projects and Traffic Engineering, FCDOT

Ken Kanownik, Transportation Planner, Coordination and Funding Division, FCDOT



**BIKESHARE FUNDING AGREEMENT**

**THIS BIKESHARE FUNDING AGREEMENT** (the “Agreement”), made and executed in triplicate on this the \_\_\_\_ day of October, 2016, between the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia (the “COUNTY”) and the Tysons Partnership, Inc. a non-profit Virginia corporation (the “PARTNERSHIP”).

**WITNESSETH**

WHEREAS, the mission of the PARTNERSHIP includes collaborating with the County, developers, land owners, and residents of Tysons to enhance multimodality; and

WHEREAS, in fall 2015, the COUNTY began exploring the possibility of establishing a bikeshare system in Tysons, but initially determined not to bring bikeshare to Tysons immediately due to financial constraints; and

WHEREAS, the PARTNERSHIP then approached the COUNTY with a proposal to fund, for multiple years, a portion of the COUNTY’S costs of establishing and operating a bikeshare system in Tysons, if the COUNTY would advance the timing of its establishment of a bikeshare system in Tysons; and

WHEREAS, the COUNTY, by resolution, which is attached hereto as Appendix A, has authorized its designee to execute this Agreement; and

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

**ARTICLE I – OPERATIONS**

A. Subject to the terms and conditions of this Agreement, the COUNTY shall operate (or cause to be operated) a bikeshare program in Tysons, commencing on or about the month of November 2016. The system shall ultimately consist of at least the thirteen (13) bikeshare stations generally located as described in Appendix B attached hereto and incorporated herein by this reference (the “Tysons Partnership Stations”). The PARTNERSHIP acknowledges that this timing is earlier than the COUNTY originally intended to commence bikeshare operations in Tysons, and that the COUNTY has incurred expenses above and beyond the PARTNERSHIP contributions described herein in connection with its establishment of a bikeshare program in Tysons.

B. Subject to the terms and conditions of this Agreement, the PARTNERSHIP shall pay to the COUNTY the sum of \$130,000.00 on or before October 3, 2016. Thereafter, on July 1 of each of 2017, 2018, 2019, and 2020, the PARTNERSHIP shall make an annual payment of \$130,000.00.

i. PARTNERSHIP payments to the COUNTY shall be made by check payable to "County of Fairfax" and sent to the COUNTY in accordance with the provisions of Article III, below.

ii. Regarding the relocation of Tysons Partnership Stations:

a. The COUNTY shall have the right, upon 60 days' advance written notice to PARTNERSHIP, to move any one or more of the Tysons Partnership Stations from its general initial location as described on Appendix B (or from any subsequent location). Prior to any such notice, the COUNTY will discuss the potential relocation of the Tysons Partnership Station with the PARTNERSHIP; if through such discussion the COUNTY and the PARTNERSHIP agree on a new location for such Tysons Partnership Station, then the COUNTY and the PARTNERSHIP shall confirm such agreement in writing and the PARTNERSHIP's payment obligations under this Agreement shall not be affected. If the COUNTY and the PARTNERSHIP do not otherwise mutually agree to the new location of a relocated Tysons Partnership Station, then the amount of all future PARTNERSHIP payments pursuant to Article I.B hereof after such relocation shall be reduced by \$10,000 per Tysons Partnership Station so relocated.

b. The PARTNERSHIP may request, in writing, that the COUNTY relocate a Tysons Partnership Station from its general initial location as described on Appendix B (or from any subsequent location). Following such a request, the COUNTY will discuss the potential relocation of the Tysons Partnership Station with the PARTNERSHIP, but the COUNTY shall be under no obligation to agree to such request. If the COUNTY and the PARTNERSHIP mutually agree on a new location for such Tysons Partnership Station, then the COUNTY and the PARTNERSHIP shall confirm such agreement in writing and the PARTNERSHIP's payment obligations under this Agreement shall not be affected; provided, however, that if the PARTNERSHIP requests that the COUNTY move a Tysons Partnership Station which the COUNTY has already unilaterally moved pursuant to Article I(B)(ii)(a) above and which therefore resulted in a \$10,000 annual reduction pursuant to Article I(B)(ii)(a), and if following such PARTNERSHIP request the COUNTY and the PARTNERSHIP mutually agree on a new location for such Tysons Partnership Station, then the amount of all future PARTNERSHIP payments pursuant to Article I.B hereof after such relocation shall be increased by \$10,000 per Tysons Partnership Station so relocated.

iii. If the PARTNERSHIP fails to make the payments as provided in this Agreement by 30<sup>th</sup> day after the date such payment is due, then, in addition to the delinquent payment amounts, the PARTNERSHIP shall then also owe the COUNTY an immediately due and payable late fee of ten percent (10%) of the delinquent amount.

C. The COUNTY will be the sole owner of the Tysons Partnership Stations and equipment and will have sole responsibility for operational and other bikeshare program decisions. The PARTNERSHIP shall have no responsibility for operational and other bikeshare program decisions.

i. Should the COUNTY elect to add additional bikeshare stations in Tysons above the 13 Tysons Partnership Stations described on Appendix B, this Agreement shall not apply to any such new stations unless the parties later amend this Agreement so as to apply to such new stations.

## ARTICLE II – DEFAULT AND TERMINATION

The COUNTY and the PARTNERSHIP will meet and confer to attempt to resolve any dispute that may arise between the parties pertaining to this Agreement. Nothing herein limits the rights of either party to resolve disputes by means not described or provided for in this Agreement.

## ARTICLE III - NOTICES

A. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by Federal Express or other nationally recognized overnight courier or mailed by certified or registered United States mail, postage prepaid, and in each instance addressed as follows:

If to the COUNTY, to:           Fairfax County Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895  
Attention: Director

With a copy to:

Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035  
Attention: County Attorney

If to the PARTNERSHIP, to: Tysons Partnership  
Suite 1500  
1750 Tysons Blvd  
Tysons, VA 22102  
Attention: President

B. A notice or other communication shall be deemed to be duly delivered and received if sent by hand or express service, when left at the address of the recipient, and if sent by certified or registered United States mail, on the fifth day after deposited in the United States mail, postage prepaid; provided that if a notice or other communication is served by hand or express service on a day that is not a business day, or after 4:30 p.m. on any business day at the addressee's location, such notice or communication shall be deemed to be duly delivered to and received by the recipient at 9:00 a.m. on the first business day thereafter.

C. Either party may, from time to time, change its notice address by written notice to the other party at its then-current mailing address, in accordance with the provisions of this section.

#### ARTICLE IV – MISCELLANEOUS

A. The PARTNERSHIP will immediately notify the COUNTY in writing if the PARTNERSHIP's 501(c)4 tax status changes for any reason.

B. Nothing in this Agreement shall be deemed a waiver of the COUNTY's sovereign immunity.

C. This Agreement shall constitute the entire agreement of the parties. Any amendment or modification to this Agreement shall be made only in writing upon execution by both parties.

D. Neither party may assign or otherwise transfer its rights, obligations, or interests under this Agreement without the prior written approval of the other party.

E. This agreement is governed in all respects by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws.

F. To the extent so required by the law of the Commonwealth of Virginia, the COUNTY's obligations under this Agreement are subject to appropriations by the Fairfax County Board of Supervisors.

G. This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

[Signatures appear on the following page.]

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:**

\_\_\_\_\_  
Tom Biesiadny, Director of Transportation                      Date

**TYSONS PARTNERSHIP, INC.:**

\_\_\_\_\_  
Michael Caplin, President    Date

APPENDIX A – RESOLUTION

[Please see attached document.]

## APPENDIX B – TYSONS PARTNERSHIP STATION LOCATIONS

For the eight (8) sites listed immediately below without an asterisk, the currently anticipated initial locations for the applicable Tysons Partnership Station are described in graphics attached to this Appendix B. So long as the ultimate initial location of each of these eight (8) stations is either (A) within 100 feet of the location depicted on the applicable graphic or (B) at a location mutually approved by the COUNTY and the PARTNERSHIP, then the PARTNERSHIP's payment obligations under this Agreement shall remain unaffected.

For the five (5) sites listed immediately below with an asterisk (\*), the approximate location of the station on each of these sites has not yet been determined. Instead, the Fairfax County Tax Map Parcel number for a possible location for each of these five (5) sites is listed. So long as ultimate initial location of each of these five (5) stations is either (A) within a quarter-mile of a boundary line of the applicable Tax Map Parcel or (B) at a location mutually approved by the COUNTY and the PARTNERSHIP, then the PARTNERSHIP's payment obligation under this Agreement shall remain unaffected.

1. Spring Hill Metrorail Station
2. Westpark Drive and Route 7
3. Solutions Drive
4. Greensboro Metro Station; 8304 Leesburg Pike\* - 0293-01-0071B
5. 8300 Boone Boulevard\* - 0293-04-0006
6. 8000 Towers Crescent Drive\* 0392-29-0001A1
7. 7902 Tysons One Place
8. Tysons Corner Metrorail Station; 1942 Chain Bridge Road\* - 0294-01-0035G
9. 8180 Greensboro Drive
10. 1750 Tysons Boulevard\* - 0294-10-0002A1
11. 7900 Westpark Drive
12. 7950 Jones Branch Drive
13. 8008 Westpark Drive

**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, September 20, 2016, at which meeting a quorum was present and voting, the following resolution was adopted:

**BIKESHARE FUNDING AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation to execute on behalf of the Board of Supervisors a Bikeshare Funding Agreement with Tysons Partnership, Inc. for the funding of the County's bikeshare program.

Adopted this 20th day of September, 2016, Fairfax, Virginia.

ATTEST

\_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board of Supervisors



ACTION – 12

Presentation of the Delinquent Tax List for Tax Year 2015 (FY 2016)

ISSUE:

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

RECOMMENDATION:

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

TIMING:

Routine.

BACKGROUND:

In accordance with State Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2015 (FY 2016) for Board consideration (Attachment A). DTA and its agents will continue to pursue the collection of all taxes and other charges due that are within the statute of limitations in accordance with Virginia Code §§ 58.1-3933 and 58.1-3940.

Presented below is a summary of delinquent taxes still outstanding for Tax Year 2015, as of June 30, 2016:

	<u>Tax year 2015 (FY 2016)</u>	
	<u>Accounts</u>	<u>Local Tax Amount</u>
Real Estate	2,621	\$ 7,754,460
Personal Property – Vehicles	34,456	\$ 4,672,628
Business Personal Property	1,994	\$ 1,493,848
Public Service Corp. Properties	1	\$ 151
BPOL	<u>3,150</u>	<u>\$ 2,632,408</u>
Total	42,222	\$ 16,553,495

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The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2016. This includes delinquent taxpayers who may already be on a payment plan, and delinquencies of taxpayers in bankruptcy.

For perspective, the total amount of all unpaid current year taxes, or \$16.55 million, represents less than 1% of the levy for Tax Year 2015 (FY 2016). This is consistent with prior years. Of the \$4,672,628 in delinquent vehicle taxes, \$1,065,722 is from business owned and used vehicles, and \$3,606,906 is from personal property taxes on personally owned and used vehicles.

With outstanding support from the Sheriff's Office, the Police Department, and the Office of the County Attorney, DTA and its collection agents utilized a broad array of collection tools throughout FY 2016 to pursue delinquent accounts. Among other things, these tools include the use of computer-generated letters; telephone calls; statutory summons authority; payment plans; bank and wage liens; set-offs against income tax refunds; booting and towing of vehicles; and, the seizure of equipment.

In accordance with Virginia law, DTA also has an agreement with the Virginia Department of Motor Vehicles (DMV) whereby vehicle registrations are withheld from citizens who have delinquent personal property taxes. A total of 48,735 accounts with DMV holds were successfully collected in FY 2016.

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

The collection agent for personal property, BPOL, and parking tickets is a Fairfax County company, Nationwide Credit Corporation (NCC). NCC collected \$12.6 million in delinquent personal property taxes and vehicle registration fees and \$1.3 million in delinquent BPOL revenue in FY 2016.

These results were achieved through a robust collection program that included more than 800,000 telephone calls using automated outbound dialing technology. In addition, NCC sent more than 105,000 dunning letters, issued approximately 27,000 bank and wage liens, processed just over 1,500 boot and tow orders in concert with the Sheriff's Office, and pursued judgments in General District Court. DTA staff provides the review and direct authorization of all NCC seizure activities.

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

FY 2016 ticket collections totaled approximately \$2.5 million. Part of this revenue came from more than 2,242 DMV holds successfully collected in FY 2016. NCC collected \$419,184 in delinquent tickets based on roughly 97,000 telephone calls using automated outbound dialing technology. In addition, NCC sent more than 6,200 dunning letters and issued more than 3,500 bank and wage liens for parking tickets. A significant amount of the uncollected revenue is from single-issue tickets and from violators outside of Fairfax County (see Attachment B).

The private law firm of Taxing Authority and Consulting Services (TACS), based in Richmond, Virginia, handles delinquent real estate accounts. With coordination and oversight from DTA, TACS collected approximately \$8.6 million in delinquent real estate taxes for Fairfax County in FY 2016. Of this amount, \$399,879 came as a result of litigation being initiated and/or from the sale of properties at auction. TACS also collected \$100,262 in zoning violations fees.

Although most of the County Attorney collections have likewise been outsourced to TACS, the County Attorney's Office still directly handles bankruptcy collection cases. A total of 196 new bankruptcy collection cases were opened in FY 2016, and \$1,088,572 was collected from all bankruptcy matters.

Thanks to all of these combined efforts, the County collected more than \$24.7 million in net delinquent taxes in FY 2016 for all prior tax years. In partnership with its private collection agents, staff will continue collection efforts in FY 2017 on all delinquent taxes and other charges authorized by law.

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

	<u>FY 2016</u>
Real Estate	99.74 %
Personal Property (local share)	98.37 %
BPOL	98.08 %

On July 31, 2012, the Board adopted new ordinance sections that established a uniform bad check fee of \$50, and instituted late payment penalties and interest for delinquent non-tax receivables. Implementation of the bad check fee became effective immediately. The late payment penalty and interest for non-tax delinquencies became effective on an agency-by-agency basis depending on the capacity and cost-effectiveness of necessary changes to agency billing systems. In the meantime, penalties and interest are automatically added to the delinquent account once referred to NCC.

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FY 2016 was the third full year of the non-tax delinquent collection program in DTA. In addition to collections, DTA continues to work with agencies to improve billing operations, clarify the potential collection actions to be taken, and standardize the use of Set-Off Debt opportunities and referrals to NCC. The individual agencies, and in some cases DTA, pursue initial collection efforts. After the statutory period of 180 days, delinquent accounts are referred to NCC. Working together with multiple agencies and NCC, this program generated approximately \$1.7 million in FY 2016.

Of this amount, \$1.1 million stems from the collection of Commercial Disposal (dump) fees in the Department of Public Works & Environmental Services (DPWES), Elevator Inspection Fees in Land Development Services (LDS), and Fire Inspection Fees. The \$1.1 million also includes approximately \$137,700 in late penalties and interest.

NCC collected a total of \$584,583 in delinquent non-tax revenue for agencies such as the Office for Children, Fire, Police, Health, DPWES, Community Services Board, and Housing. DTA also collected \$165,043 for multiple agencies, of which \$94,296 came from participation in the state's Set-Off Debt Program. DTA also oversees the collection of Grass Mowing Fees, and a copy of the last quarterly grass mowing report is provided in Attachment C.

Finally, Virginia Code §§ 58.1-3921 and 58.1-3924 state that upon submission to the Board of a list of small tax amounts for which no bills were sent (Attachment D) and a list of small uncollected balances of previously billed taxes (Attachment E), credit shall be given for these uncollected taxes. The lists presented in Attachments D and E average \$1.79 per account:

	<u>Accounts</u>	<u>Dollars</u>
Real Estate	6,404	\$ 2,089
Personal Property	<u>20,566</u>	<u>\$ 46,257</u>
TOTAL	26,970	\$ 48,346

FISCAL IMPACT:

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

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ENCLOSED DOCUMENTS:

Attachment A - Delinquent Taxpayers for Tax Year 2015 (FY 2016)  
Attachment B - Statistical Profile of Unpaid Parking Tickets  
Attachment C - Status of Grass Mowing Collections  
Attachment D - Tax Year 2015 accounts valued less than \$5 that were not billed  
Attachment E - Tax Year 2015 "balance due" accounts of less than five dollars

(Attachments A, D and E listed above are computer printouts which will be made available in the Board Conference Room on September 20, 2016, from 9:00 A.M. - 4:30 P.M.)

STAFF:

Joe Mondoro, Chief Financial Officer  
Jay Doshi, Director, Department of Tax Administration  
E. Scott Sizemore, Director, Revenue Collection Division, DTA  
Kimberly Seburnia, Assistant Director, Revenue Collection Division, DTA  
Corinne Lockett, Senior Assistant County Attorney

**ATTACHMENT B**

<b>Unpaid</b>		
<b><u>Ticket Category, FY 2016</u></b>	<b><u>Tickets</u></b>	<b><u>Amount</u></b>
In Fairfax	9,311	804,109
In VA/Outside FFX	2,053	182,915
Outside VA	4,178	383,627
<b>Subtotal:</b>	<b>15,542</b>	<b>1,370,651</b>
<b>Average Amount Due Per Ticket:</b>		<b>\$88</b>

<b>Unpaid Ticket</b>		
<b><u>Aging Report - FY 2016</u></b>	<b><u>Tickets</u></b>	<b><u>Amount</u></b>
< 60 days	1,436	\$84,193
61-90 days	881	\$76,179
91-120 days	806	\$70,288
120-150 days	779	\$67,083
150-180 days	646	\$53,523
Over 180 days	10,994	\$1,019,385
	<b>15,542</b>	<b>\$1,370,651</b>

[Excludes tickets still pending DMV match]

(As of 6/30/2016)



## County of Fairfax, Virginia

**MEMORANDUM**

**Date:** July 5, 2016

**To:** Jack Weyant, Director  
Department of Code Compliance

**From:** Kim Sebungia, Assistant Director *KAS*  
Revenue Collection Division  
Department of Tax Administration

**Subject:** Grass Mowing Collections – Quarterly Status Report

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

- DTA has received a total of 861 invoices from DPW&ES, totaling \$258,158
- DTA has collected on 823 invoices totaling \$252,043
- DTA is still pursuing collection on 38 invoices totaling \$6,115
- Collection rate for mowing charges referred to DTA is currently 98%

Delinquent mowing fees are included in our real estate billing process. Unpaid accounts are forwarded to our collection attorney for further collection action.

Should you have any questions regarding mowing collections, please contact Lucas Baranyk of my staff at 703-324-2409 or [Lucas.Baranyk2@fairfaxcounty.gov](mailto:Lucas.Baranyk2@fairfaxcounty.gov).

LAB/KAS



DEPARTMENT OF TAX ADMINISTRATION (DTA)  
REVENUE COLLECTION DIVISION  
12000 Government Center Parkway, Suite 223  
Fairfax, VA 22035  
Phone: 703-324-2550  
TTY 711; Fax: 703-324-3935  
[www.fairfaxcounty.gov/dta](http://www.fairfaxcounty.gov/dta)

Grass Mowing Collections – Quarterly Status Report

July 5, 2016

Page 2

cc: Joe Mondoro, Chief Financial Officer  
Robert A. Stalzer, Deputy County Executive  
David Rohrer, Deputy County Executive  
Kevin C. Greenlief, Director, DTA  
E. Scott Sizemore, Director, Revenue Collection Division, DTA  
Lucas Baranyk, Collections Manager, DTA  
Andie O'Dell, Administrative Assistant to the Director, DTA  
James W. Patteson, Director, DPW&ES  
Randy Bartlett, Deputy Director, Stormwater & Wastewater Programs, DPW&ES  
Karen McClellan, Operations Manager, Code Compliance, DCC  
Sandra Harrington, Administrative Services Manager, DCC  
Chad Crawford, Director, Maintenance & Stormwater Management Div., DPW&ES  
Cathy Wenk, Management Analyst IV, DPW&ES  
Janet L. Grubb-Webber, Engineer III, DPW&ES  
Albena Assenova, Budget Analyst IV, DMB  
Erin Ward, Assistant County Attorney, CAO



ACTION - 13

Approval of Project Agreement Between the Virginia Department of Rail and Public Transportation and Fairfax County for Funding for Fiscal Year 2017 Transportation Demand Management and Rideshare Operating Assistance

ISSUE:

Approval for the Director of the Department of Transportation to sign the Project Agreement for Use of Commonwealth Transportation Funds, approved by the Commonwealth Transportation Board on June 14, 2016, to continue ridesharing and transit marketing activities in FY 2017. The Virginia Department of Rail and Public Transportation (VDRPT) is providing grant funding in the amount of \$724,957, including \$144,991 in Local Cash Match. The grant period runs from July 1, 2016 to June 30, 2017. In keeping with Board policy, the Department of Transportation will request budget appropriation in the Federal-State Grant Fund once the project agreement has been fully executed since the award is not significantly different than what was anticipated in FY 2017.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the project agreement in substantially the form of Attachment I and authorize the Director of the Department of Transportation to execute the Project Agreement on behalf of the Board.

TIMING:

Board action is requested on September 20, 2016, to implement the FY 2017 Transportation Demand Management Marketing and Ridesharing Program.

BACKGROUND:

The Transportation Demand Management Marketing and Ridesharing Program has received state grant support every year since 1984. This grant program provides funding to promote the use of High Occupancy Vehicle (HOV) lanes, park-and-ride facilities, and commuter alternatives throughout Fairfax County including ride matching, carpooling, teleworking, vanpooling, Guaranteed Ride Home (GRH), and use of FAIRFAX CONNECTOR, Metrobus, Metrorail, Virginia Railway Express (VRE), and other HOV/transit options. It also promotes cooperative events/marketing campaigns such as transportation fairs, County expos, marketing campaigns with other jurisdictions and the Washington Metropolitan Area Transit Authority (WMATA). In addition, funds

Board Agenda Item  
September 20, 2016

are used to support FCDOT's Transportation Demand Management (TDM) activities including proffer review, participation in Congestion Mitigation Programs, and coordination with other entities to reduce vehicle miles traveled; provide support to Transportation Management Associations (TMAs) and coordinate a TMA Council comprised of TMAs in Fairfax County; promote specific marketing campaigns in targeted areas; support desktop publishing and production and distribution of various marketing materials, such as maps, timetables, brochures, flyers, and posters; support the County's participation in the Metropolitan Washington Council of Governments' COMMUTER CONNECTIONS network; and provide ridematching assistance to commuters Countywide. The RIDESOURCES Program provides free ridematching services to County residents and to employees who work at employment sites within the County.

FISCAL IMPACT:

In keeping with Board policy, the Department of Transportation will request budget appropriation of \$724,957, including \$144,991 in Local Cash Match in the Federal-State Grant Fund once the project agreement has been fully executed since the award is not significantly different than what was anticipated in FY 2017.

CREATION OF NEW POSITIONS:

Grant funding will continue to support 6/5.9 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment I: Project Agreement Fiscal Year 2017 – Grant Number 71017-10  
Attachment II: Resolution

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Department of Transportation  
Beth Francis, Chief, Transportation Marketing Section, Department of Transportation  
Walter E. Daniel, Jr., Transportation Marketing Section, Department of Transportation  
Joanna Faust, Assistant County Attorney  
Todd Wigglesworth, Division Chief, Coordination and Funding

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2017  
Six Year Improvement Program Approved Project  
Grant Number 71017-10**

This Project Agreement (“Agreement”), effective July 1, 2016, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding Fiscal Year 2017 Transportation Demand Management rideshare operating assistance (“Project”).

WHEREAS, the Grantee submitted an application to the Department for funding in the Fiscal Year 2017 Six Year Improvement Program for Transportation Demand Management rideshare operating assistance; and

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

WHEREAS, on June 14, 2016, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. The Work under the terms of this Agreement is as follows:
  - a. Development of an Annual Work Plan for approval by the Department; and
  - b. Operation of the Grantee’s rideshare program.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$579,966 for the Project approved in the Fiscal Year 2017 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

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

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

*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **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, September 20, 2016, 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 Agreements with the Virginia Department of Rail and Public Transportation (VDRPT) provides funding to promote the use of High Occupancy Vehicle (HOV) lanes, park-and-ride facilities, and commuter alternatives throughout Fairfax County including ridematching, carpooling, teleworking, vanpooling, Guaranteed Ride Home (GRH), and use of FAIRFAX CONNECTOR, Metrobus, Metrorail, Virginia Railway Express (VRE), and other HOV/transit options. Funding will also be used to promote cooperative events/marketing campaigns such as transportation fairs, County expos, marketing campaigns with other jurisdictions and the Washington Metropolitan Area Transit Authority (WMATA). In addition, funds will be used to support FCDOT's Transportation Demand Management (TDM) activities including proffer review, participation in Congestion Mitigation Programs, and coordination with other entities to reduce vehicle miles traveled; provide support to Transportation Management Associations (TMAs) and coordinate a TMA Council comprised of TMAs in Fairfax County.

Adopted this 20<sup>th</sup> day of September 2016, Fairfax, Virginia

ATTEST \_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board of Supervisors

Board Agenda Item  
September 20, 2016

ACTION – 14

Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2017

ISSUE:

Board approval of a draft meeting schedule for January through December, 2017.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the draft meeting schedule for January through December, 2017.

TIMING:

The Board should take action on September 20, 2016, 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 2017 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 2017 meeting calendar to the Board for formal adoption.

At the meeting of July 26, 2016, the Board discussed a draft 2017 Meeting Schedule. The draft schedule is now before the Board with a change to the month of October and a separate listing of Tuesdays that would be available for the scheduling of Board Committee meetings for the year.

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September 20, 2016

ENCLOSED DOCUMENTS:

Attachment 1: January-December, 2017 Draft Board of Supervisors' Meeting Schedule  
Attachment 2: Potential 2017 Dates for Board Committee Meetings

STAFF:

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



## **2017 Board of Supervisors Meeting Schedule**

***DRAFT (2)***

<b>January 24, 2017</b>
<b>February 14, 2017</b>
<b>February 28, 2017</b>
<b>March 14, 2017</b>
<b>April 4, 2017</b> 9:30 to 4:00 pm Board Meeting 4:00 p.m. Budget Public Hearing
<b>April 5 – April 6 , 2017</b> 1:00 pm – Budget Public Hearings
<b>April 25, 2017</b> Budget Markup
<b>May 2, 2017</b> Includes Budget Adoption

<b>May 16, 2017</b>
<b>June 6, 2017</b>
<b>June 20, 2017</b>
<b>July 11, 2017</b>
<b>July 25, 2017</b>
<b>September 12, 2017</b>
<b>September 26, 2017</b>
<b>October 24, 2017</b>
<b>November 21, 2017</b>
<b>December 5, 2017</b>

## **Potential 2017 Tuesday Dates for Board Committees** **Meeting**

(Listed below are Tuesday dates that would be available for the scheduling of Board Committee meetings in 2017)

January 10

January 31

February 7

February 21

March 7

March 21

March 28

May 9

May 23

June 13

June 27

July 18

September 19

October 10

October 17

October 31

November 28

December 12

\*The Legislative Committee of the Board meets on Fridays at 4 p.m. during the General Assembly session. Those dates for 2017 are; January 19, January 27, February 3, February 10, February 17, and March 3.

\*\*The Budget pre mark-up meeting is scheduled on Friday, April 21.

CONSIDERATION – 1

Consideration of an Appeal of the Planning Commission's Decision on 2232-M16-22 by Stonegate at Landmark Homeowners Association

ISSUE:

Landmark Homeowner Association appeal of the July 28, 2016, Planning Commission decision to approve 2232-M16-22 for the temporary location of a homeless shelter on property also occupied by the Lincolnia Adult Day Care Center, located at 4710 North Chambliss Street, Alexandria, Virginia, 22312.

TIMING:

Board consideration is requested on September 20, 2016, as appeals must be heard and determined within 60 days from filing, per Va. Code Ann. § 15.2-2232(B).

BACKGROUND:

On April 1, 2016, the Department of Public Works and Environmental Services (DPWES) filed an application for a 2232 Public Facility Review to permit a temporary homeless shelter at the Lincolnia Senior Center. The proposed location of the temporary homeless shelter is on the rear of the site, on a portion of an existing recreational field and trail system. Staff provided analysis of this application in a staff report published on June 22, 2016. <http://www.fairfaxcounty.gov/dpz/2232/staffreports/>

Staff analyzed anticipated impacts of the temporary shelter, including access and traffic concerns, noise and light impacts, air and water quality impacts, visual impacts and environmental impacts. The staff report recommended that the Planning Commission find the proposal substantially in accord with provisions of the adopted Comprehensive Plan.

On July 20, 2016, the Planning Commission held a public hearing on the application. On July 28, 2016 the Planning Commission approved the application, finding that the proposal was in substantial accord with the provisions of the adopted Comprehensive Plan.

The subject appeal was filed with the Board of Supervisors on August 4, 2016 by Stonegate at Landmark Homeowners Association (Stonegate). The appeal alleges that the decision of the Planning Commission is not substantially in accord with the Comprehensive Plan.

Once the Planning Commission acts on a 2232 application, only “[t]he owner or owners or their agents may appeal the decision . . . to the governing body.” Va. Code Ann. § 15.2-2232(B) (Supp. 2016). The Supreme Court of Virginia, analyzing the plain language of the statute, agreed that “only the owner of the property at issue, or the owner’s agent, may appeal to the governing body.” *Miller v. Highland Cty.*, 650 S.E.2d 532, 539 (Va. 2007). The Court also noted that “the statute does not provide third parties with a right of appeal from [a 2232] determination.” *Id.*

Because Stonegate is neither the owner of the property at issue nor the agent for the property owner (i.e., the County), it has no standing to appeal the 2232 determination and its appeal should be denied.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Petition of Stone Gate at Landmark Homeowner Association appealing the Decision of the Planning Commission on 2232-M16-22

Staff report available online at: <http://www.fairfaxcounty.gov/dpz/2232/staffreports/>

STAFF:

Christopher Sigler, County Attorney’s Office

Fred Selden, Director, Department of Planning and Zoning

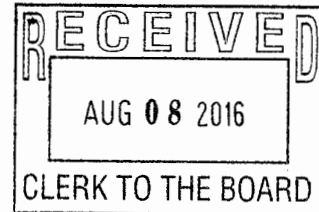
Chris Caperton, Branch Chief, Public Facilities, Department of Planning and Zoning

**ALLIANCE LAW GROUP LLC  
7700 LEESBURG PIKE, SUITE 229  
TYSONS CORNER, VIRGINIA 22043-2623  
Phone: 703.848.8318  
Writer's Direct Fax: 703.848.8265**

August 8, 2016

By Hand

Honorable Clerk of the Fairfax County  
Board of Supervisors  
12000 Government Center Parkway  
Suite 533  
Fairfax Virginia 22035-0072



**Re: PETITION OF STONE GATE AT LANDMARK HOMEOWNERS' ASSOCIATION  
TO THE BOARD OF SUPERVISORS APPEALING THE JULY 28, 2016 DECISION OF  
THE PLANNING COMMISSION DECISION ON 2232-M16-22**

Dear Clerk:

Attached please find 3 copies of the above-referenced Petition.

Please direct any questions concerning this matter to the undersigned at (703) 848-8318. Thank you for your assistance in this matter.

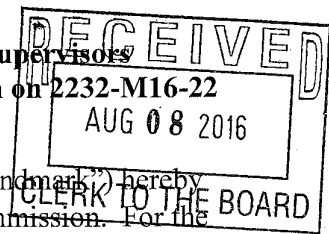
Sincerely.

A handwritten signature in cursive script, appearing to read "Kathleen M. McDermott".

Kathleen M. McDermott (VSB No. 24703)  
Counsel for Landmark Homeowners Association

Attachments

**Petition of Stonegate at Landmark HOA to The Board of Supervisors  
Appealing the July 28, 2016 Decision of The Planning Commission on 2232-M16-22**



The Landmark Homeowners Association (“Stonegate” or “Stonegate at Landmark”) hereby appeals the above-referenced decision of the Fairfax County Planning Commission. For the reasons set forth below, the decision of the Planning Commission should be reversed.

**1. Background**

On February 16, 2016, the Fairfax County Board of Supervisors (“Board”) approved a Shelter Displacement/Land Swap deal, a complicated transaction that had been several years in the making, without identifying and lining up either a permanent or even a temporary site to which to relocate the Bailey’s Crossroads Homeless Shelter. As part of the Land Swap deal, Avalon Bay Communities Inc. would redevelop the site on which the Bailey’s Shelter now is located.

On April 1, 2016, the Public Private Partnership Branch of the Department of Public Works and Environmental Service filed Application Number 2232-M16-22 (“2232 Application”) that proposed to co-locate a “temporary” homeless shelter on the recreational field (“Recreational Field” or “Field”) behind the Lincolnia Senior Center, 4710 North Chambliss Street, Alexandria Virginia 22312 (“Lincolnia Senior Center”).

The choice of the Recreational Field was largely driven by the fact that it was already County-owned land. As such, it was a readily available site that could meet the accelerated timeline mandated by the Shelter Displacement/Land Swap deal, and would provide place to relocate the homeless when Avalon Bay begins construction.

On June 28, 2016, the Mason District Land Use Advisory Committee (“MDLUC”) Members expressed concern the with loss of green space and the importance of retaining the Field as a recreational resource in accordance with the Comprehensive Plan. By a vote of 5 to 3, the MDLUC voted against the 2232 Application.

On July 20, 2016, the Planning Commission held a public hearing on the 2232 Application. And on July 28, 2016, in a “decision only” meeting, Commissioner Strandlie (Mason District) made a motion which unanimously passed (Commissioner Hurley abstaining) which motion stated that the she concurred with the Staff’s conclusion that the 2232 Proposal satisfies the criteria of location, character and extent as specified in Virginia Code Section 15.2-2232, as amended, and therefore she moved that the Planning Commission find the 2232 Proposal substantially in accord with the provisions of the adopted Comprehensive Plan.

**2. Stonegate at Landmark is an “Owner” Within the meaning of 15.2-2232 B of the Virginia Code.**

Stonegate at Landmark is a homeowners association consisting of 45 townhomes located immediately to the south of the Lincolnia Senior Center property. As such, like all the surrounding residential communities, Stonegate will be directly impacted by the County building this proposed “temporary” shelter, in violation of the Comprehensive Plan and Zoning law. Stonegate has easement rights to use the proffered trail built by Stonegate’s developer around the

perimeter of the Field ("Trail"). Moreover, the Trail was built so the residents of Stonegate would have access to off-site green space and recreational facilities (unavailable on-site). Therefore, they have right to use the Field and Trail pursuant to the proffer 3 c that runs with the Stonegate at Landmark property. Accordingly, Stonegate is a proper party before this Board.

Section 15.2-2232 B of the Virginia Code states that "[t]he **owner or owners** or their agents may appeal the decision of the commission to the governing body within 10 days after the decision of the commission." (emphasis added).

It is clear from the context of 15.2-2232 that "owner" is not limited to the fee simple owner of the parcel of land upon which the public facility is proposed to be located. Indeed, generally the proposed public facility would be constructed on public land. And if "owner" meant "fee simple owner, then others with a specific legally cognizable interest in the outcome of the 2232 proceeding would be left without the right to appeal. For example, on January 12, 2010, the Board heard T Mobile Northeast LLC's appeal of 2232-D08-19 from a Planning Commission decision denying its 2232 application, even though Virginia Department of Transportation and not T Mobile was the owner of the parcel on which the proposed facility was to be located. See Board Summary, January 12, 2010, page 51. The Board did not question T Mobile's right to appeal. Indeed, significant business interests of T Mobile were impacted by the Planning Commission's decision.

Because significant property and other rights to use the Recreational Field and Trail which are unique to Stonegate (and not shared by the general public), are irrevocably impacted by the Planning Commission's 2232 decision, Stonegate is a proper party to bring this appeal.

**3. If Built, the Proposed "Temporary" Shelter Will Violate the Bulk Provisions of the Zoning Ordinance and Therefore is *per se* Inconsistent with Comprehensive Plan**

The County is not exempt from its own Zoning Ordinance and the Comprehensive Plan is subordinate to and cannot amend the Zoning Ordinance. Therefore, any Comprehensive Plan analysis under Section 2232, must necessarily begin with an analysis of whether the 2232 proposal conforms with all the applicable Zoning Ordinance requirements.

The Staff Report (and therefore the Planning Commission's adoption of Staff's analysis) is deficient in that it does not specifically address the compliance with the Bulk Regulations of R-3 zoning. Instead, Staff makes the following equivocal statement:

"The proposed plan appears to meet all applicable Zoning Ordinance requirements with respect to use and bulk regulations." (emphasis added) (2232 Staff Report, page 4). A review of numerous Staff Reports over the years demonstrates that a private developer's plan is never recommended by Staff for approval merely because it "appears" to comply with bulk regulations. Staff looks at the engineer's math and determines whether it DOES comply.

On its face, this 2232 proposal does not "appear" to comply with the applicable Floor Area Ratio (FAR) required by the ZO. As such, it cannot be said to be substantially in accord with the Comprehensive Plan.

Specifically, ZO 3-307(3)(B) provides that in the R-3 district, the maximum FAR for public facilities is .30. Under the ZO definitions in Article 20-300, the FAR is “determined by dividing the gross floor area of all buildings on a lot by the area of that lot.”

Part 1 of the Application Summary (Attachment A to the 2232 Staff Report) reflects the same area of the site as is reflected in the Fairfax County Tax records: 210,543 square feet. This means that the maximum FAR for the public facility structures on this site is 63,162.87 square feet.

The tax records state that the “gross floor area” of the existing Lincolnia Senior Center is 61,400 square feet. The 2232 Staff Report states that the “temporary” shelter will be 5,922 square feet. (page 1). Adding 61,400 plus 5,922, the total square footage of the Senior Center and the “temporary” shelter is 67,322 square feet. This is 4,159 square feet in excess of the maximum FAR for this site pursuant to ZO 3-307(3)(B).

To the extent this proposal violates the FAR, the Board must find that the proposal is in conflict with the Zoning Ordinance and must reject the Planning Commission’s findings that the proposal is substantially in accord with the Comprehensive Plan.

**4. The Location, Character and Extent of the Proposed “Temporary” Shelter is Not Substantially in Accord with the Comprehensive Plan**

Not only is the proposed shelter inconsistent with the bulk regulations in the Zoning Ordinance, but the Commission’s decision is also unsupportable as a matter of law.

The sole statutory mandate for the Planning Commission is to determine whether the “location, character and extent” of this proposed “temporary” facility on this Recreational Field is “substantially in accord with the Comprehensive Plan” as required by 15.2-2232 of the Virginia Code.

The length of time the Planning Commission or the Staff believes the proposed use will exist on the property is irrelevant to the Comprehensive Plan analysis. Whether ultimately the Field and the Trail might be restored is equally irrelevant to the Plan inquiry. A proposed use either is “substantially in accord” or it is not. The Virginia Supreme Court has not construed the phrase “substantially in accord,” but it clearly does not give the Planning Commission the license to dismiss the language of the Plan simply because the use will purportedly be “temporary” or that someday theoretically the use could be removed and the Field restored.

Black’s Law dictionary defines “substantially” as: “Essentially; without material qualification; in the main; in substance, materially; in a substantial manner. About, actually, competently, and essentially.” And it further defines “accord” as “to agree or concur.”

Therefore, the task of the Planning Commission is to evaluate the proposal and to determine whether it agrees with the Comprehensive plan without “material qualification.”



A. Reducing Public Access to the Field by 60 to 100 Percent is Not in Substantial Conformance with the Comprehensive Plan

The Field at issue is approximately 1.26 acres (54,757 sq. ft.). After the proposed shelter is built, the square footage of the remaining Field will be roughly a half acre (21,845 sq.).<sup>1</sup>

In the Comprehensive Plan going back over 30 years<sup>2</sup>, and as set forth in the most current Comprehensive Plan, this particular Field behind the Lincolnia Senior Center has long been specifically earmarked and planned for as a community recreational use.

The Comprehensive Plan for Lincolnia Planning District is replete with references to the need to acquire, repurpose and otherwise develop and/or create greenspace and recreational uses<sup>3</sup>, given the paucity of existing recreational resources and green space in the Lincolnia District and in the Pinecrest sector. Significantly, and in furtherance of this Plan guidance, the use and/or enhancement of the Field behind the Lincolnia Senior Center for recreational use is specifically mentioned three times in the Comprehensive Plan<sup>4</sup> as quoted in the three bullet points immediately below, and the guidance with regard to retaining this particular Recreational Field for community and recreational use is clear:

- “Consider using the **Lincolnia Senior Center** site for **local serving recreation uses** in consultation with Neighborhood and Community Services and other stakeholders.”
- “In lieu of on-site recreational facilities, consideration may be given to the **enhancement** of the recreational area behind the **Lincolnia Senior Center**, in order to better **utilize** and maintain this **existing community recreational resource**.”

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<sup>1</sup> <http://www.fairfaxcounty.gov/dpwes/construction/baileys-shelter-faq-details.htm#aaa>

<sup>2</sup> In a letter dated October 15, 1986 to the Fairfax County Zoning Evaluation Division from the Director of the Planning Division, Richard G. Little (“Little Letter”), Director Little quoted the Comprehensive Plan then in effect as stating: “H. **Retain the old Lincolnia Elementary School site in public ownership for school, local community and recreational use.**” Little Letter at p. 1. (emphasis added). The Staff Report, dated October 16, 1986, accompanying the RZ 86-M-069 (Rezoning for the Lincolnia Senior Center), stated: “The **recreational areas** that are being retained to the rear of the property presently serve the residential community will continue under the proposed use.” 10/16/86 Staff Report at p. 3. (emphasis added)

<sup>3</sup> See, e.g., Fairfax County Comprehensive Plan, Area 1, 2013 Edition: Lincolnia Planning District as amended through 10-20-15: “There is a deficiency of Local and District parkland and a deficiency of active recreational activities in the planning district. Additional recreation facilities are provided at public school sites and outside the Lincolnia Planning District. At least one additional park is needed in the southern portion of the planning district. ...Principal park and recreation guidelines for the entire Lincolnia Planning District are listed below: ... Offset park deficiencies by creating opportunities for new publicly accessible active recreation through the development process [as was done in the case of the Stonegate proffer with the Field and Trail which is now being taken away]; seek opportunities to provide publicly accessible recreation facilities by using other public lands ...to improve the service level deficiencies.... (Page 15); encourage the creation of additional parks, open space and recreation areas...” (Page 3)

<sup>4</sup> Fairfax County Comprehensive Plan, Area 1, 2013 Edition: Lincolnia Planning District as amended through 10-20-15, L1, Pinecrest Community Planning Sector, Recommendations, Land Use, Pages 16-18; 22. (evidently Staff cites to an outdated plan in its Staff Report—one dated 4-29-2014)

- “Retain the Lincolnia Senior Center for public facilities use **and** in public ownership for school, local community **and recreational use**”

The Staff completely ignores the Comprehensive Plan section quoted in the first bullet point immediately above, and along with it ignores all the other Plan references to the need to increase the green space and recreational use opportunities in the Lincolnia Planning District. The second bullet point specifically refers to the development of Stonegate. The Field was developed with the Trail to satisfy the lack of greenspace and on-site recreational facilities required by the PDH regulations. The Comprehensive Plan clearly refers to “utilize[ing]” the field and maintain[ing]” it as a resource. Yet, Staff, instead, simply states that the trail was built<sup>5</sup> and never acknowledges the clear language of the Plan that anticipates the actual use of it by the Stonegate residents. 2232 Staff Report, page 12. Without explanation, the Staff seems to find that 40 percent of the trail is somehow good enough, and seems to rely on an irrelevant factor to the Comprehensive Plan analysis: the speculation that the full Field and Trail would be restored if the permanent shelter gets built. Of course in other parts of the Staff Report, the Staff specifically amended the language to say “may” be restored. *See, e.g.*, 2232 Staff Report, page 12. This simply illustrates that once this Field is taken away there is no mechanism in this 2232 proceeding to provide a guarantee that the County will move the shelter from this location and completely restore the amenities. Moreover, there is nothing to guarantee they will not decide to continue to use the “temporary” shelter building, even if the use changes from a shelter to some other public facility use.

The 2232 Staff Report specifically addresses only the first Comprehensive Plan bullet point listed above, and then only the first half of it. Specifically, the Staff concludes that since the “temporary” shelter is a public facility, and the Comprehensive Plan states that the Lincolnia Senior Center is to be “retain[ed] for public facilities” that the Comprehensive Plan inquiry ends there. 2232 Staff Report, page 11.

Stonegate submits that this is precisely where the Comprehensive Plan analysis begins. The Staff completely ignores that there are already three public facilities on this overbuilt Senior Center parcel (a total of only 4.83 acres including the 1.26 recreational Field): a senior day care, a 56-bed assisted living facility, and a facility with 26 independent living apartments. The word “retain,” therefore is a directive to keep using this land for the 3 public facilities already on it. There is no indication that the intent is to overburden the site by building yet a fourth public facility. In context, with the Plan’s emphasis on lack of existing recreational and green space, taking away the lion’s share of the Recreational Field flies in the face of the specific Plan goals and objectives.

Without analysis, the Staff evidently jumps to the conclusion (without specifically saying so) that the 40 percent of the field “left over” after the shelter commandeers at least 60 percent of the Field is sufficient to rise to the level of “substantially in accord.”

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<sup>5</sup> The Staff did not analyze the Comprehensive Plan language about the trail at all. Instead, it confined its treatment to the Stonegate proffer and concluded that since the trail was built, the proffer was “fulfilled.” 2232 Staff Report, p. 12. Thus the Staff completely ignored the Comprehensive Plan language regarding “utilization” and apparently concluded that the County did not need to provide Stonegate continued access to and use of the proffered trail.

Stonegate submits that there is a material and significant difference between the public having access to green space and a trail on a 1.26-acre parcel and the public having access to a ½ acre's worth of trail and greenspace.

Moreover, there is even more of a material difference between the public having access to green space and a trail on a 1.26-acre parcel behind a senior center where there presently is no crime, and the public having access to a ½ acre trail and greenspace directly abutting a homeless shelter where the 46 residents of the shelter, and the day "drop-in" users of the shelter will also have access to the Field and Trail.

Realistically, even if the sheer lack of usable walking and playing space were not enough to dissuade the use of the Field and the Trail once the shelter is built, parents will not feel safe taking their children within a few feet of an institution which, the Fairfax County Police data indicate, is going to house a homeless population that is responsible for four times more crime than all of the other County homeless shelters combined.<sup>6</sup> Realistically, the seniors will not feel safe walking on the Trail.

Staff's analysis conspicuously avoids acknowledging that all public facilities are not the same. Staff refuses to acknowledge that the homeless shelter presents security and safety issues to the surrounding residential community that a county library or a county office building simply does not. Moreover, co-locating a public recreational use where children play and seniors exercise is the epitome of an incompatible use.

Finally, should the County adhere to the advice of the County's security consultant in the June 8, 2016 Facility Security Assessment to block off all access to the surrounding neighborhoods (and we think security is paramount given the potentially dangerous nature of the persons who prey on the homeless population and may, in turn, disturb or threaten the senior population who live here as well as the neighbors), this "temporary" shelter proposal will preclude the use of 100 percent of the Recreational Field.

B. The Plan's Objective of Preserving Stable Residential Areas Through Infill Development of Compatible Uses Requires Reversal of the Planning Commission's 2232 Decision.

The Recreational Field on which the proposed shelter will be built is surrounded on all four sides by densely populated and stable residential uses: The Senior Center, which has 56 assisted living beds and 26 independent living apartments, an 851-unit apartment complex, Stonegate's 45-home townhouse community and 34-unit townhouse community. As discussed above, the Lincolnia Senior Center site will be overbuilt if the 1.26-acre Recreational Field is used for the Shelter. Not only will these 46 additional transient residents be crowded onto less than one acre in this R-3 zone, but they will be joined during the day, three days per week, by an unspecified number of

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<sup>6</sup> See Attachment to "Memorandum of July 19, 2016, Concerning Community Emergency Shelter Police Incident Summary", Page 2.

“drop-ins” (which the Staff Report failed to mention, but which Staff testified to at the January 28, 2016 hearing).

According to the Comprehensive Plan, the Planning Objectives of the Lincolnia Planning District are to “preserve stable residential areas through infill development of a character and intensity/density that is compatible with existing residential uses.”<sup>7</sup>

Nothing about this shelter, including overbuilding an R-3 parcel, and exposing a crime-free residential area to an exponential increase in crime, is compatible with this existing stable residential neighborhood.

The fact that the County needs a place to put the shelter does not mean that it can contort the Comprehensive Plan and insert the shelter wherever is most expedient.

#### **5. The Planning Commission Improperly Based its Decision on the Temporary Nature of the Proposed Shelter and not the Specific Comprehensive Plan Language**

Toward the beginning of the July 20, 2016 public hearing, Chairman Murphy admonished Staff to not spend time discussing the permanent shelter because the Planning Commission was tasked with evaluating the Lincolnia Senior Center 2232 proposal for the “temporary shelter.” The following week, however, in their “decision only” meeting, virtually the entire focus of the Commissioners was on the compressed schedule for the permanent shelter and the accelerated timeline of closing the “temporary shelter, should they decide to approve the 2232 for Lincolnia Senior Center. The Comprehensive Plan was not mentioned.

The “temporary” nature of the use of the Field for a shelter and the unrealistic “permanent” shelter timeline<sup>8</sup> developed by the Staff which was condensed to the point that the use, once estimated to be 5 years, would be “only” two years, apparently governed the Planning Commission’s decision.

The Planning Commission weighed the Board’s need (driven by a rushed self-inflicted and unrealistic deadline agreed to in the Land Swap) to place the shelter somewhere (anywhere) against the overwhelming evidence that the proposed shelter is not in substantial accord with the Comprehensive Plan. Aside from the obvious desire to accommodate one’s superiors (i.e., this Board), there is no reasonable conclusion other than fact that the Commission failed in its Comprehensive Plan analysis and as such its decision must be overturned.

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<sup>7</sup> Fairfax County Comprehensive Plan, Area 1, 2013 Edition: Lincolnia Planning District as amended through 10-20-15, page 3.


<sup>8</sup> Clearly the fiction of this compressed schedule was crafted by Staff to ease the Planning Commission’s concerns that Stonegate and the rest of the Lincolnia community would have this shelter inflicted on them for an open ended and protracted period. Mr. Stalzer testified at the July 28, 2016 Planning Commission Hearing that the “permanent” shelter location contract had completed due diligence phase and that it would “close” when the owner got back into the country within, he estimated, two weeks of the July 28 2016 meeting. He further testified that in his estimation the temporary shelter would “only” be needed through the fall of 2019. This was done in an attempt to minimize the Staff Report estimation of 4 to 5 years. Even assuming this project is built and open in 3 years, the opportunities for delay at any stage (plan amendment, special exception, 2232, site plan, construction schedule) make it nothing short of a fiction that the Permanent shelter will be ready by 2019.

## **6. Conclusion**

In sum, the Commission's decision was in violation of the bulk provisions of the Zoning Ordinance. Moreover, with respect to the Recreational Field, the Comprehensive Plan does not simply provide general guidance. Rather, in the Comprehensive Plan, the Field is specifically "planned for" as a community and recreational use and not for a public facility structure to be built on it, blocking 60 percent to 100 percent of that community and recreational use. The "temporary" nature of the use is irrelevant to the Comprehensive Plan analysis. Similarly, the present belief that the use might someday be returned to the use set forth in the Comprehensive Plan (i.e. the Recreational Field) is irrelevant to the Comprehensive Plan inquiry mandated under state law.

For these and all the other reasons set forth in in Stonegate's power point presentation and written submissions in the Planning Commission's record, as well as the testimony of the other opponents of the "temporary shelter" it is clear that the "location, character and extent" of this proposed "temporary" facility on this Recreational Field is not "substantially in accord with the Comprehensive Plan" as required by 15.2-2232 of the Virginia Code.

Respectfully Submitted,



Craig J Blakeley, Esq.  
Virginia Bar No. 43855  
Kathleen M. McDermott, Esq.  
Virginia Bar No. 24703

LANDMARK HOMEOWNERS ASSOCIATION  
By Counsel

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7700 Leesburg Pike, Suite 229  
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703-848-8318 (phone)  
703-848-8265 (fax)

CONSIDERATION – 2

Consideration of an Appeal of the Planning Commission's Decision on 2232-M16-22 by Kathleen Hoyt

ISSUE:

Citizen appeal of the July 28, 2016, Planning Commission decision to approve 2232-M16-22 for the temporary location of a homeless shelter on property also occupied by the Lincolnia Adult Day Care Center, 4710 North Chambliss Street, Alexandria, Virginia, 22312.

TIMING:

Board consideration is requested on September 20, 2016, as appeals must be heard and determined within 60 days from filing, per Va. Code Ann. § 15.2-2232(B)

BACKGROUND:

On April 1, 2016, the Department of Public Works and Environmental Services (DPWES) filed an application for a 2232 Public Facility Review to permit a temporary homeless shelter at the Lincolnia Senior Center. The proposed location of the temporary homeless shelter is on the rear of the site, on a portion of an existing recreational field and trail system. Staff provided analysis of this application in a staff report published on June 22, 2016. <http://www.fairfaxcounty.gov/dpz/2232/staffreports/>

Staff analyzed anticipated impacts of the temporary shelter, including access and traffic concerns, noise and light impacts, air and water quality impacts, visual impacts and environmental impacts. The staff report recommended that the Planning Commission find the proposal substantially in accord with provisions of the adopted Comprehensive Plan.

On July 20, 2016, the Planning Commission held a public hearing on the application. On July 28, 2016 the Planning Commission approved the application, finding that the proposal was in substantial accord with the provisions of the adopted Comprehensive Plan.

The subject appeal was filed with the Board of Supervisors on August 4, 2016 by Kathleen Hoyt (Hoyt). The appeal alleges that “[t]he decision is not in compliance with general or specific provisions of the County’s Comprehensive Plan.”

Once the Planning Commission acts on a 2232 application, only “[t]he owner or owners or their agents may appeal the decision . . . to the governing body.” Va. Code Ann. § 15.2-2232(B) (Supp. 2016). The Supreme Court of Virginia, analyzing the plain language of the statute, agreed that “only the owner of the property at issue, or the owner’s agent, may appeal to the governing body.” *Miller v. Highland Cty.*, 650 S.E.2d 532, 539 (Va. 2007). The Court also noted that “the statute does not provide third parties with a right of appeal from [a 2232] determination.” *Id.*

Hoyt states in her appeal that she is a resident of the Mason District and that she volunteers at the Lincolnia Adult Day Care Center and the Lincolnia Recreation Center. Because Hoyt is neither the owner of the property at issue nor the agent for the property owner (i.e., the County), she has no standing to appeal the 2232 determination and her appeal should be denied.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: 2232-M16-22 Appeal to the Board of Supervisors

Staff report available online at: <http://www.fairfaxcounty.gov/dpz/2232/staffreports/>

STAFF:

Christopher Sigler, County Attorney’s Office

Fred Selden, Director, Department of Planning and Zoning

Chris Caperton, Branch Chief, Public Facilities, Department of Planning and Zoning

**From:** [Kathleen Hoyt](#)  
**To:** [Chairman](#)  
**Cc:** [vasenate35@aol.com](#); [delkoryla@gmail.com](#); [Stalzer, Rob](#); [Fairfax County Office of Public Affairs](#); [Klein, Dean H.](#); [Gori, Laura](#); [Caperton, Chris B](#)  
**Subject:** Re: 2232-M16-22 appeal to the Board of Supervisors  
**Date:** Thursday, August 04, 2016 11:36:51 AM

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CORRECTION: The document referred to in the second paragraph should be 2232-M16-22, not 2232-16M-22.

Thank you,  
Kathleen E Hoyt

On Thursday, August 4, 2016 11:14 AM, Kathleen Hoyt <hoytk@verizon.net> wrote:

**I am filing this appeal to the Board of Supervisors using the procedure provided to me by Chris Caperton, Chief, Facilities Planning Branch, on August 3, 2016.**

In accordance with Code of Virginia, Title 15.2-2232-B, I appeal the July 29, 2016 decision of the Fairfax County Planning Commission on 2232-16M-22, Temporary Bailey's Crossroads Community Shelter. I am a resident of Mason District. In addition I am a volunteer with both the Lincolnia Adult Day Health Care Center and the Lincolnia Recreation Center as well as a member of the Lincolnia Recreation Center. This proposal greatly diminishes my quality of life as well as that of those I serve depriving us of full use and access to the Center's recreational green space.

**Background:**

This proposal is to temporarily relocate the Bailey's Crossroads Community Shelter to the recreational green space at the Lincolnia Senior Center, 4710 North Chambliss Street, Alexandria, VA 22312. The Mason District Land Use Committee found the proposal was not in compliance with the Comprehensive Plan.

**Reasons for appeal:**

The decision is not in compliance with general or specific provisions of the County's Comprehensive Plan.

**In general:**

**Open Space** - Fairfax County should support the conservation of appropriate land areas in a natural state to preserve, protect and enhance stream valleys, meadows, woodlands, wetlands, farmland, and plant and



animal life. **Small areas of open space should also be preserved in already congested and developed areas for passive neighborhood uses, visual relief, scenic value, and screening and buffering purposes.**

**Specifically:**

**Lincolnia Planning District** - In lieu of on-site recreational facilities, consideration may be given to the **enhancement** of the recreational area behind the **Lincolnia Senior Center**, in order to better utilize and maintain this **existing community recreational resource**.

Consider using the **Lincolnia Senior Center** site for **local serving recreation uses** in consultation with Neighborhood and Community Services and other stakeholders.

**And lastly:**

The Fairfax County **community** should be encouraged to take part in the **shaping of policies and plans** that will affect the environment in which they live and work. **Active and timely public participation** in actions involving areas of public concern in the county should be **encouraged and promoted**.

Please let me know when the Board of Supervisors will hear this appeal.

Thank you,  
Kathleen E. Hoyt  
6108 Everglades Dr  
Alexandria, VA 22312

CONSIDERATION – 3

Consideration of a Proffer Interpretation Appeal Associated with 2232-M-16-22,  
Lincolnia Senior Center, Related to Proffers Accepted for RZ 1999-MA-006

ISSUE:

Board consideration of an appeal of a proffer interpretation that determined Proffer 3(c) of RZ 1999-MA-006 had been satisfied. Specifically, the issues are whether the Appellant is an aggrieved party, whether the appeal was timely filed, and whether the Appellant's argument has merit.

TIMING:

Board consideration is requested on September 20, 2016, to be concurrent with the related appeal of the Planning Commission decision on 2232-M16-22 on that date.

BACKGROUND:

On April 1, 2016, the Department of Public Works and Environmental Services (DPWES) filed an application for a 2232 Public Facility Review to permit a temporary homeless shelter at the Lincolnia Senior Center at 5710 North Chambliss Street. The temporary homeless shelter would be located on the rear of the site, on a portion of an existing recreational field and trail system. Staff provided analysis of this application in a staff report published on June 22, 2016. (See Staff Report in Attachment 1.) Staff analyzed anticipated impacts of the temporary shelter, including access and traffic concerns, noise and light impacts, air and water quality impacts, visual impacts and environmental impacts. The staff report ultimately recommended that the Planning Commission find the proposal substantially in accord with provisions of the adopted Comprehensive Plan.

As a part of this review process, staff also examined the proffers accepted for an adjacent property—owned in part by the Landmark Homeowners Association (Landmark property)—which included certain commitments to construct a public trail on the Lincolnia Senior Center property. Specifically, on October 25, 1999, the Board of Supervisors approved RZ 1999-MA-006, subject to proffers dated September 29, 1999. The application rezoned the 4.21-acre Landmark property from the C-4 and Highway Corridor (HC) District to the PDH-12 and HC District in order to permit the development of single-family attached dwelling units on the site. The Landmark property is located on the west side of Chambliss Street, approximately 100 feet south of Beauregard

Street. This property is also directly to the south of the Lincolnia Senior Center. (See the Locator Map in the staff report in Attachment 1.)

RZ 1999-MA-006 did not include the Lincolnia Senior Center. At issue in this appeal is an off-site proffer, Proffer 3(c), which states:

*The Applicant shall request the dedication of a public access easement from the Board of Supervisors across the contiguous Board owned property, prior to site plan approval. Subject to the provision of necessary permission or easements, at no cost to the Applicant, the Applicant shall construct a trail from the Application Property through Board owned property and a trail around the adjacent playing field behind the Lincolnia Senior Center. In the event these improvements require zoning approval by the Board of Supervisors on the Lincolnia Senior Center property and the Board denies an application for such zoning approval and/or the necessary trail and temporary construction easements are not dedicated by the Board at no cost to the Applicant, then the trail improvements shall not be required and the Applicant will contribute the value of these improvements to the Fairfax County Park Authority.*

(See accepted proffers in Attachment 2.) After the approval of RZ 199-MA-006, the Board of Supervisors provided a trail easement for public use between the properties, and a trail was constructed.

The analysis of this proffer was conducted as part of a normal staff review of the 2232 application. In a memo to Chris Caperton dated May 10, 2016, Barbara Berlin determined that the proffer was satisfied upon the construction of the trail within the trail easement, so the specific proffer language does not preclude the temporary siting of the homeless shelter (the Berlin Determination in Attachment 1). The proffer required the applicant only to request a public access easement and construct a trail as permitted. Ms. Berlin further determined that the proffer does not even apply to the Board's property. The Berlin Determination was published with the staff report to the Planning Commission.

The subject appeal was filed with the Board of Supervisors on July 22, 2016 by Craig J. Blakeley, agent for the HOA, in the name of the Landmark Homeowners Association. (See Attachment 3.) The justification for the filing of the appeal includes the following:

1. The appellant is an aggrieved party and thus entitled to appeal the staff determination regarding the proffers relating to RZ/FDP 1999-MA-006.
2. Proper notice was not provided per 15.2-2204(H) of the Virginia State Code.
3. The analysis/decision of the proffer should be vacated.

4. The facts as presented in the determination were inaccurate as certain elements changed after the determination was completed.
5. The determination was also based on incomplete and/or irrelevant facts.

#### Aggrieved Party

A non-applicant attempting to appeal a proffer determination to the Board must demonstrate that it is “aggrieved” by that determination. Va. Code § 15.2-2301; see Zoning Ordinance § 18-204(10). To be aggrieved, a person must own or occupy property close to the subject property and must allege facts demonstrating “some personal or property right, legal or equitable, or imposition of a burden or obligation upon the petitioner different from that suffered by the public generally.” *Friends of the Rappahannock v. Caroline Cty. Bd. of Supervisors*, 743 S.E.2d 132, 137 (Va. 2013).

The HOA fails to demonstrate that it is in any way aggrieved by the Berlin Determination. Appeal at 5. Although it owns property to the south of the Lincolnia Senior Center site, it fails to demonstrate that it has suffered any particularized harm. The HOA claims that proffer 3(c) was intended to provide Landmark residents “continuing access to and use of the Recreational Field and the Trail,” which they will allegedly lose upon shelter construction. In an attempt to inflate the alleged importance of this proffer, the HOA argues that the proffer was a “critical factor in the Board’s approval of the Rezoning.” Appeal at 5, 9. The proffer, however, plainly does not guarantee Landmark residents any right to use the trail or field, much less in perpetuity. It only required the developer of the Landmark property to construct a trail, which it did, and the proffer requires nothing further. Because its residents are not entitled to continuous access to the field and trail, the HOA cannot be aggrieved by an alleged violation of proffer language that does not exist. In fact, the Berlin Determination concludes that the proffer has been satisfied, leaving the HOA under no continuing obligation vis-à-vis the trail; in that respect, too, the HOA has suffered no harm at all. The HOA is not aggrieved and its appeal should be denied solely on that basis.

#### Notice and Timeliness

The HOA argues that under Va. Code § 15.2-2204(H) it was entitled to notice within 10 days of the request for a determination. But the statute does not apply to this situation. It states, in relevant part:

H. When any applicant requesting a written order, requirement, decision, or determination from the zoning administrator, other administrative officer, or a board of zoning appeals that is subject to the appeal provisions contained in § 15.2-2311 or 15.2-2314 is not the owner

or agent of the owner of the real property subject to the written order, requirement, decision or determination, written notice shall be given to the owner of the property within 10 days of the receipt of such request. . . .  
*This subsection shall not apply to inquiries from the governing body, planning commission, or employees of the locality made in the normal course of business.*

The Berlin Determination, and the request that prompted it, clearly falls outside the scope of the notice requirement. It was not subject to the appeal provisions contained in § 15.2-2311 or -2314. Those statutes pertain to zoning decisions that are appealable to the Board of Zoning Appeals and then to the Circuit Court. The Berlin Determination, however, was appealable only to the Board of Supervisors under Va. Code § 15.2-2301. See also Zoning Ordinance § 18-204. In addition, the Berlin Determination was part of an exchange between Chris Caperton, Chief, Facilities Planning, and Barbara Berlin, Division Director, Zoning Evaluation Division, in the normal course of reviewing and evaluating the 2232 application. The statute specifically exempts this type of inquiry between staff members.

Without any statutory notice requirement that could theoretically extend the HOA's deadline to appeal, its appeal had to be filed "within 30 days from the date of the decision." Va. Code § 15.2-2301; Zoning Ordinance § 18-204(10). The Berlin Determination was issued on May 10, yet the HOA did not appeal until July 22. While the filing was within 30 days of when the staff report was published, the HOA's appeal could be denied as untimely. Should the Board deny the appeal for lack of standing, however, it need not decide whether the appeal was timely.

#### Factual Determinations

At the time of the inquiry between staff members, the facts of the 2232 application indicated that the interruption of access related to the homeless shelter would be temporary and that, ultimately, the access would be restored to its current condition. The HOA notes that the interruption in access may not be temporary because while the County is moving forward with a permanent location for the homeless shelter, the future condition of either the homeless shelter or the Senior Center cannot be guaranteed. However, the plain language of the proffer did not require that the Board allow easements or access to the HOA, and the trail easement ultimately granted by the Board did not guarantee permanent access to the recreational area on the Lincolnia Senior Center property. On the very narrow question presented between staff of whether the proffer presented an obligation to the Lincolnia Senior Center property, the plain reading of the proffer would be that it did not, but that it anticipated the availability

Board Agenda Item  
September 20, 2016

of certain recreational amenities through the later negotiation of appropriate easements and trail construction.

Summary

The HOA's argument in the appeal is that the Berlin Determination is not correct, based on incomplete, inaccurate or irrelevant details. The HOA requests that the Board of Supervisors overturn the determination.

Staff requests that the Board of Supervisors concur with staff that the HOA is not an aggrieved party. Should the Board not do so and should it conclude that the appeal was timely, staff requests that the Board uphold the staff determination related to this proffer.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Proffers associated with RZ/FDP 1999-MA-006, dated  
September 29, 1999

Attachment 2: Letter dated July 22, 2016, to Clerk of the Fairfax County; Notice of  
Appeal of Landmark Homeowners' Association Pursuant to Section 18-  
204 (10) of the Zoning Ordinance

Staff report available online at: <http://www.fairfaxcounty.gov/dpz/2232/staffreports/>

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Leslie Johnson, Zoning Administrator, DPZ

Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ

Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

## PROFFERS

RZ/FDP 1999-MA-006

September 29, 1999

Pursuant to Section 15.2-2303(A) Code of Virginia, 1950 as amended, The Ryland Group, Inc., their successors and assigns, and owners for themselves, their successors and assigns (hereinafter referred to as the "Applicant"), in RZ 1999-MA-006, filed for property identified on Fairfax County tax map as 72-2 ((1)) Parcel 44B (hereinafter referred to the "Application Property"), agrees to the following proffers, provided that the Fairfax County Board of Supervisors (hereinafter referred to as the "Board") approves a rezoning of the Application Property from the C-4 Zoning District to the PDH-12 Zoning District in conjunction with a Conceptual/Final Development Plan (CDP/FDP) for 45 single-family attached dwelling units.

### 1. CONCEPTUAL/FINAL DEVELOPMENT PLAN (CDP/FDP) -

- a. Subject to the provisions of Section 16-403 of the Fairfax County Zoning Ordinance (hereinafter referred to as "Zoning Ordinance"), development of the Application Property shall be in substantial conformance with the CDP/FDP, prepared by Dewberry & Davis, dated September 28, 1999. The CDP shall constitute the entire plan relative to the points of access, total number of units, the general location of residential lots, amount and location of common open space areas, and landscaping.
- b. Final Development Plan Amendment. The Applicant shall have the option to request Final Development Plan Amendments (FDPA) from the Planning Commission for portions of the plan in accordance with provisions set forth in Section 16-402 and 16-403 of the Zoning Ordinance. Pursuant to paragraph 4 of Section 16-403 of the Zoning Ordinance, the Applicant shall have the flexibility to modify the layout shown on the CDP/FDP without requiring approval of an amended CDP/FDP, provided such modifications are in substantial conformance with the CDP/FDP as determined by the Zoning Administrator, agents or assigns, and neither increase the total number of units nor decrease the amount of open space.
- c. The illustrative architectural renderings as shown on the CDP/FDP are provided to illustrate the design intent of the proposed single-family attached units. The front elevations of the units depicted shall be generally consistent in terms of character and quality with the illustration, and the materials on the exterior of the units will consist of a mix of masonry, brick, stone or siding. The specific features, such as, the exact location of windows, doors, shutters, number of stories and roof line and other architectural details are subject to modification with final engineering and architectural design.

### 2. TRANSPORTATION -

- a. Prior to entering into a contract of sale, prospective purchasers of the single-family attached units shall be notified in writing by the Applicant of the maintenance responsibility of the private streets and open space surrounding the single-family

attached units and shall acknowledge receipt of this information in writing. The Applicant shall record a covenant setting the maintenance responsibility of the private streets and open space by the Homeowner Association (HOA) among the land records of Fairfax County. Each Deed of Conveyance shall expressly contain these disclosures.

- b. All of the private streets shall be constructed by the Applicant to pavement thickness standards of public streets as set forth in the Public Facilities Manual, subject to approval by the Department of Public Works and Environmental Services (DPWES).
- c. At the time of site plan approval or upon demand from the Virginia Department of Transportation (VDOT) or DPWES whichever occurs first, the Applicant shall dedicate and convey to the Board a 15-foot wide temporary construction easement along the Application Property's North Chambliss Street frontage.
- d. The Applicant shall install street lights along the interior street system as shown on the CDP/FDP.
- e. The Applicant shall construct a right-turn deceleration lane along the Application Property's North Chambliss Street frontage into the development's entrance.
- f. At time of site plan approval, the Applicant shall record among the land records of Fairfax County Virginia in a form as approved by the County Attorney a public access easement at the interparcel connection along the Property's northern property line connecting to the Lincolnia Senior Center.
- g. Prior to entering into a contract of sale, prospective purchasers of the single-family attached units shall be notified in writing by the Applicant of the potential closure of the southern entrance onto Beauregard Street and the relocation of a site entrance to the northern site frontage on Chambliss Street at such time that an interchange is constructed at Beauregard Street. The Applicant shall only be required to dedicate and convey ingress/egress and temporary construction easement at these two locations and shall not be required to escrow the funds for the closure and opening of these entrances.
- h. Prior to the issuance of the 20th RUP, the Applicant shall construct travel lane and parking lot improvements on the Lincolnia Senior Center property as shown on the CDP/FDP in order to provide interparcel access to the application property from North Chambliss Street. In the event these improvements require zoning approval by the Board of Supervisors on the Lincolnia Senior Center property and the Board denies an application for such zoning approval and/or the necessary ingress/egress and temporary construction easements are not dedicated by the Board at no cost to the Applicant, then the travel aisle and parking improvements shall not be required and the Applicant will utilize the existing ingress/egress easement across the Lincolnia



Senior Center property serving the application property. The Applicant shall not be responsible for any stormwater management improvements as may be required on the Lincolnia Senior Center property in conjunction with these improvements.

- i. All purchasers of units shall be notified in writing that the main entrance along Beauregard Street may, in the future, be limited to right-in and right-out vehicular movements only.

**3. RECREATION -**

- a. The Applicant shall construct a gazebo and trails in the central open space as shown on the CDP/FDP.
- b. The Applicant shall construct a sitting area in the southern open space adjacent to the stormwater management (SWM) pond subject to final design of the SWM facility and approval of DPWES.
- c. The Applicant shall request the dedication of a public access easement from the Board of Supervisors across the contiguous Board owned property, prior to site plan approval. Subject to the provision of necessary permission or easements, at no cost to the Applicant, the Applicant shall construct a trail from the Application Property through Board owned property and a trail around the adjacent playing field behind the Lincolnia Senior Center. In the event these improvements require zoning approval by the Board of Supervisors on the Lincolnia Senior Center property and the Board denies an application for such zoning approval and/or the necessary trail and temporary construction easements are not dedicated by the Board at no cost to the Applicant, then the trail improvements shall not be required and the Applicant will contribute the value of these improvements to the Fairfax County Park Authority.
- d. The value of the above contributions and improvements shall be documented as to satisfaction of paragraph 2 of Section 6-110 of the Zoning Ordinance, as determined by the Director, DPWES.
- e. Any monetary amount representing the difference between \$955.00 per unit and the value of the above-referenced off-site trail recreational facilities shall be contributed to the Fairfax County Park Authority for recreational improvements to the playing field behind the Lincolnia Senior Center.

**4. ENVIRONMENTAL -**

- a. In order to achieve the maximum interior noise level of 45 dBA Ldn, the Applicant proffers that all residential units impacted by highway noise having levels between 65 and 70 dBA Ldn (220 feet from centerline of Beauregard Street and 520 feet from centerline of Route 236) shall have the following acoustical attributes:

- (1) Exterior walls shall have a laboratory Sound Transmission Class (STC) of at least 39. If windows constitute more than twenty percent (20%) of any facade, they shall have the same laboratory STC rating as walls.
  - (2) Doors and windows will have a laboratory Sound Transmission Class (STC) of at least 28. If windows constitute more than twenty percent (20%) of any facade, they shall have the same laboratory STC rating as walls.
  - (3) Adequate measures to seal and caulk between surfaces will be provided.
- b. In order to achieve a maximum exterior noise level of 65 dBA Ldn, noise attenuation measures such as acoustical (architecturally solid, no gaps) fences, walls, earthen berms, or combinations thereof shall be provided for open space areas unshielded by topography or built structures as determined by DPWES.
  - c. As an alternative to the above, the Applicant may elect to have a refined acoustical analysis performed subject to approval by DPWES, to verify or amend the noise levels and impact area set forth above and/or to determine which units may have sufficient shielding to permit a reduction in the mitigation measures prescribed above or which may include alternative measures to mitigate noise impact on the site.
  - d. The Applicant shall construct a stormwater management pond meeting Best Management Practices (BMP) requirements of the Public Facilities Manual (PFM) in the location as shown on the CDP/FDP.

**5. LANDSCAPING AND OPEN SPACE -**

- a. At time of site plan submission, the Applicant shall submit a comprehensive landscaping plan in substantial conformance with landscaping as shown on the CDP/FDP to the Urban Forester for review and approval. The comprehensive landscaping plan shall include native species as recommended by the Urban Forester. The exact location of the proposed planting may be modified as necessary by the Urban Forester, DPWES for the installation of utilities.
- b. A 20-foot wide landscaped buffer with wooden fence barrier shall be provided along the southern and western property line as shown on the CDP/FDP.

**6. HOUSING TRUST FUND -**

- a. At time of site plan approval, the Applicant shall contribute funds equaling one percent of the aggregate sales price of the total number of units to Fairfax County Housing and Redevelopment Authority for a contribution to the Housing Trust Fund to meet the Count's low and moderate income housing needs.

**7. GEOTECHNICAL STUDY -**

- a. If required by DPWES at time of site plan submission, the Applicant shall submit a geotechnical soil study for County review and approval.

**8. GARAGE CONVERSION -**

- a. Any conversion of garages that will preclude the parking of vehicles within the garage is prohibited. A covenant setting forth this restriction shall be recorded among the land records of Fairfax County in a form approved by the County Attorney prior to the sale of any lots and shall run to the benefit of the homeowners association, which shall be established, and the Fairfax County Board of Supervisors. Prospective purchasers shall be advised in writing by the Applicant of the use restriction prior to entering into a contract of sale.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

Proffers  
RZ/FDP 1999-MA-006  
Page 6

CONTRACT PURCHASER:

THE RYLAND GROUP, INC.

By:



Scott Gallivan  
Operational Vice President

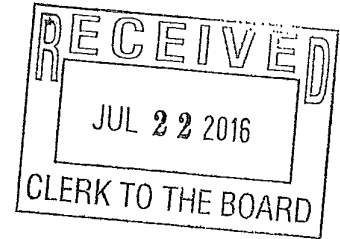
TITLE OWNER:

BEAUREGARD REALTY, INC.

By: Richard R. Wojcik  
Richard R. Wojcik

Title: Vice President

**ALLIANCE LAW GROUP LLC**  
**7700 LEESBURG PIKE, SUITE 229**  
**TYSONS CORNER, VIRGINIA 22043-2623**  
**Phone: 703.848.8336**  
**Writer's Direct Fax: 703.848.8265**



July 22, 2016

By Hand

Honorable Clerk of the Fairfax County  
Board of Supervisors  
12000 Government Center Parkway  
Suite 533  
Fairfax Virginia 22035-0072

**Re: NOTICE OF APPEAL OF LANDMARK HOMEOWNERS' ASSOCIATION**  
**PURSUANT TO SECTION 18-204 (10) OF THE ZONING ORDINANCE**

Dear Clerk:

Attached please find 3 copies of the above-referenced Notice of Appeal and a check for \$600.00 made out to Fairfax County.

Pursuant to a telephone conversation yesterday between Kathleen McDermott of my office and with Suzanne Wright of the Zoning Evaluation Division, Department of Planning and Zoning, Ms. Wright stated that this Notice of Appeal can be filed with your office along with the check and no notice is required to be given to the Zoning Administrator directly. Ms. Wright informed us you would see that the check and any other required notice got to the appropriate department.

Denise of your office this morning confirmed the same this morning in a conversation with Ms. McDermott.

Please direct any questions concerning this matter to the undersigned at (703) 848-8336. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig J. Blakeley".

Craig J. Blakeley  
Counsel for Landmark Homeowners Association

Attachments



Please type or  
Print in Black Ink

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX  
APPLICATION FOR APPEAL

APPLICATION NO. \_\_\_\_\_  
(Assigned by Staff)

NAME OF APPELLANT: Landmark Homeowners Association

**NATURE OF THE APPEAL:**

Appeal from Memorandum of Barbara Berlin to Chris Caperton concerning 2232-M16-22, Application for Temporary Bailey's Crossroad Community Shelter and whether the proposed shelter would be in substantial conformance with the Proffers accepted with RZ-FDP 1999-MA-006 for the Stonegate at Landmark townhouse development. Appellant is uncertain whether the Memo is a binding determination concerning the Proffers but, in the event it is, believes that the Memo suffers from several legal and factual defects.

**DATE OF ORDER, REQUIREMENT, DECISION, DETERMINATION OR NOTICE OF VIOLATION WHICH IS SUBJECT TO THE APPEAL** Memorandum (May 10, 2016); released on June 22, 2016 as part of Staff Report

**HOW IS THE APPELLANT AN AGGRIEVED PERSON?:**

Appellant is the HOA for the Stonegate at Landmark townhouse development, which is the property with which the Proffers are associated.

**IF APPEAL RELATES TO A SPECIFIC PROPERTY, PROVIDE THE FOLLOWING INFORMATION:**

**POSTAL ADDRESS OF PROPERTY:** Stonegate at Landmark (45 townhomes on Shakelford Terrace, Alexandria)

**TAX MAP DESCRIPTION:** 0722 16 A (Parcel A/Landmark Homeowners Association)

Landmark Homeowners Association, Craig J. Blakeley, Esq., Attorney

Type or Print Name of Appellant or Agent

Signature of Appellant or Agent

Alliance Law Group LLC, 7700 Leesburg Pike, Suite 229, Tysons Corner, VA 22043-2623

Address

(703) 848-8336

cblakeley@alliancelawgroup.com

Telephone No: Home

Work

Cell

Please type or print name, address, and phone number of contact person if different from above:

**DO NOT WRITE IN THIS SPACE**

Subdivision Name: \_\_\_\_\_

Total Area (Acres/Square Feet): \_\_\_\_\_

Present Zoning: \_\_\_\_\_

Supervisor District: \_\_\_\_\_

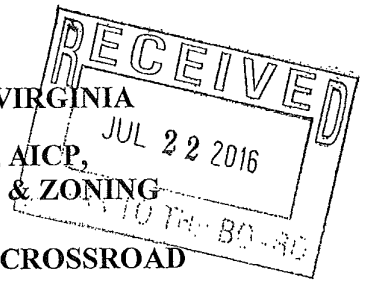
Date application received: \_\_\_\_\_ Application Fee Paid: \$ \_\_\_\_\_

Date application accepted: \_\_\_\_\_

8/2013

APPEAL TO THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

IN RE: MEMORANDUM (MAY 10, 2016) FROM BARBARA C. BERLIN, AICP,  
DIRECTOR, ZONING EVALUATION DIVISION, DEPT. OF PLANNING & ZONING  
TO: CHRIS CAPERTON, CHIEF, PUBLIC FACILITIES PLANNING  
SUBJECT: 2232-M16-22, APPLICATION FOR TEMPORARY BAILEYS CROSSROAD  
COMMUNITY SHELTER



**NOTICE OF APPEAL OF LANDMARK HOMEOWNERS' ASSOCIATION PURSUANT  
TO SECTION 18-204 (10) OF THE ZONING ORDINANCE**

Landmark Homeowners' Association ("Landmark" or "HOA"), by counsel and pursuant to § 18-204 (10) of the Fairfax County Zoning Ordinance ("ZO"), hereby appeals the above-referenced Memorandum which stated that the "temporary" siting of the Bailey's Crossroads Community Shelter on certain County-owned land would be in substantial conformance with proffers accepted with RZ-FDP 1999-MA-006 for an adjacent property – the Stonegate at Landmark townhouse development ("Stonegate").

Although the proffers that were interpreted in the Memorandum were recorded on a zoning map with reference to the Stonegate property, the Landmark HOA did not receive any notice of the submission of the request that triggered the issuance of the Memorandum as would have been required by Section 15.2-2204(H) Va. Code in the case of a formal interpretation/determination request.

Moreover, the referenced Memorandum does not cite to any Virginia Code or ZO provision as authority for its issuance. Thus, Landmark is uncertain whether the Memorandum simply contains advice among Fairfax County staff members or whether it is intended to have binding effect, in particular upon the Stonegate property with which the proffers in question are recorded. Accordingly, in an abundance of caution, Landmark is filing this appeal.



### **THE PARTIES**

Landmark is a Virginia nonstock corporation and is composed of the owners of the 45 townhouses in the Stonegate at Landmark townhome community in Fairfax County, Virginia.

Chris Caperton ("Caperton") is the Chief of Public Facilities Planning Branch of the Fairfax County Department of Planning and Zoning ("DPZ").

Barbara C. Berlin ("Berlin" or "Zoning Administrator") is the Director of the Zoning Evaluation Division of the DPZ.

### **THE FACTS**

On April 1, 2016, at the direction of the Board of Supervisors of Fairfax County, Virginia ("Board"), the Public Private Partnership Branch of the Fairfax County Department of Public Works and Environmental Services filed an Application for Determination Pursuant to Virginia Code Section 15.2-2232, Application Number 2232-M16-22 ("2232 Application" or "Application").

The Application states that the Board intends to build a "temporary" homeless shelter on the Recreational Field behind the Senior Center building on the Lincolnia Senior Center Property.

This is the same field for which proffers were accepted from The Ryland Group, Inc., ("Ryland"), the developer of Stonegate at Landmark, providing for the construction of a trail ("Trail") from Stonegate to the field ("Recreational Field" or "Field") and around the perimeter of the Field. Those proffers provide off-site open space and recreational facilities for the Stonegate residents, without which the development application for Stonegate, which required a rezoning to PDH-12, would have been denied.

The 2232 Staff Report states that construction of the proposed shelter and the associated parking lot will result in a loss of access to 60% of the Recreational Field and Trail for an estimated 4 – 5 years. (2232 Staff Report, June 22, 2016 as revised June 24, 2016 at page 11). Although the Application stated that the Field and Trail would be returned to their original condition after the temporary shelter was removed, the Staff Report now has removed that commitment and states only that the Field and the Trail may be returned to their original condition after removal of the temporary shelter. (2232 Staff Report at page 12).

The Security Assessment commissioned by the County in conjunction with its consideration of the “temporary” shelter recommends fencing and other security measures that would effectively cut off Stonegate access to the Field and the Trail, thus eliminating entirely access to and use by Stonegate residents of these recreational amenities during the life of the shelter. (See “Facility Security Assessment of the Lincolnia Senior Center,” June 8, 2016, conducted by New Horizon Security Services, page 8).

The Memorandum states that, on May 3, 2016, verbally and by email, Mr. Caperton discussed with Ms. Berlin the question whether “the temporary siting of the shelter on County owned property would be in substantial conformance with proffers accepted with RZ/FDP 1999-MA-006 for an adjacent property.” (Memorandum of May 10, 2016 from Ms. Berlin to Mr. Caperton (hereinafter “Memorandum” or “Mem.”), p. 1. (Attached hereto as Ex. 1)). The Memorandum is attached to the 2232 Staff Report and is labeled: “Attachment E Staff Analysis.”

The Memorandum does not state that an Interpretation Request letter was submitted to Ms. Berlin, as required by the County’s Guidelines for Submitting Requests for Interpretations Relating to Approved Zoning Applications (Rezoning, Special Exceptions, Special Permits and Variances) which appears online at <http://www.fairfaxcounty.gov/dpz/zoning/interpretations/>

Nor does the Memorandum indicate that that the information specified for processing an Interpretation Request Letter was submitted.<sup>1</sup>

On May 10, 2016, Ms. Berlin issued the referenced Memorandum. It concluded that “there are no substantial conformance concerns related with this request in terms of RZ 1999-MA-006.” (Mem., p. 2). This conclusion was based on the following:

1. “The trails were constructed. The proffered commitments were therefore satisfied.” (Mem. p. 2).
2. “[T]he County property is not governed by these proffers and therefore is not obligated by them.” (Mem. p. 2).
3. “Even so, the 2232 application indicates that the homeless shelter is temporary and once a permanent home is found, the site will be restored to its present condition.” (Mem. p. 2).

## **ARGUMENT**

### **I. LANDMARK HOA IS AN “AGGRIEVED PARTY.”**

For the reasons described above, it is unclear whether the Memorandum is intended merely to provide informal guidance to the Public Facilities Planning Branch or whether it is intended to be binding upon Landmark HOA and other potentially interested parties. In either case, Landmark HOA is an “aggrieved party” entitled to appeal the ruling to the Board.

As discussed above and further discussed below, the proffers in question were intended to provide the residents of the Stonegate development with continuing access to and use of the Recreational Field and the Trail. Such access to and use of these recreational amenities and open

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<sup>1</sup> Pursuant to §18-106 ZO, the usual \$520 filing fee for an interpretation letter is waived in the case of an agency of the Fairfax County Government. However, this ZO section does not indicate that the other required information may be omitted in the case of an interpretation request from a Fairfax Government entity.

space was a key factor in the approval of the rezoning requested by the Stonegate developer and provided an off-site substitute for the recreational amenities and open space that were required for the rezoning to PDH-12.

Construction of the proposed shelter would deprive Stonegate residents of access to and use of most or all of the Recreational Field and Trail for a minimum period of 4 – 5 years.

Landmark thus is an “aggrieved person” within the meaning of §18-204 (10) ZO.

## **II. THIS NOTICE OF APPEAL IS TIMELY FILED.**

Section 18-204 (H) of the ZO specifies that aggrieved persons may appeal decisions of the Zoning Administrator regarding any proffered condition thirty days of the date of the decision appealed from. However, §15.2-2204(H) Va. Code provides that, where the person requesting the determination is not the owner or the owner’s agent, written notice must be given the owner within ten days of the filing of the request. Even though the request involved interpretation of a proffer associated with the Stonegate property, no written notice of the filing of the request was given to Landmark.<sup>2</sup> Instead, Landmark only became aware of the request – and the Memorandum only became public -- when the Memorandum was published as an Attachment to the June 22, 2016 Staff Report concerning the 2232 Application. Accordingly, Landmark submits that the 30-day period for filing its appeal to the Board should run from June 22, 2016 and that this appeal thus be considered to be timely filed.

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<sup>2</sup> Deborah Fraser, President of Landmark HOA, was in constant contact with David Stinson and other Fairfax County representatives during the relevant time period requesting any and all documents relating to the proposed shelter relocation, including anything relating to Stonegate. At no time was the Memorandum made available to her, nor was she ever informed of the issuance or the existence of the Memorandum. She first learned of the Memorandum through its inclusion as an attachment to the Staff Report.

**III. THE ZONING ADMINISTRATOR'S MEMORANDUM SHOULD BE VACATED BECAUSE WRITTEN NOTICE OF THE INTERPRETATION REQUEST WAS NOT PROVIDED TO LANDMARK AS REQUIRED BY §15.2-2204(H) VA. CODE.**

Section 15.2-2204(H) Va. Code provides that, when a zoning interpretation request is made by someone other than the owner or the owner's agent, the owner must be notified in writing within ten days of the receipt of the request. Although, as noted above, it is not clear whether Mr. Caperton's request constituted a request for an interpretation/determination by the Zoning Administrator (as opposed to an informal request for information between Fairfax County staff members). However, since it involved a request for an interpretation of the proffers that were accepted in connection with RZ/FDP 1999-MA-006 for the Stonegate property (Mem., p. 1), Section 2204(H) required that written notice of the request be given to Landmark, if it was more than simply an informal request for information among Fairfax County staff members. Landmark, the HOA composed of the owners the Stonegate townhomes, did not receive any notice of the request.

As a consequence of the failure to provide Landmark with the required notice of the request, the Memorandum is deficient under the applicable Section 15.2-2204(H) of the Virginia Code. Accordingly, Landmark requests that, if the Memorandum is intended to be a formal determination, that such determination be vacated and given no binding force and effect.

**IV. THE ZONING ADMINISTRATOR'S MEMORANDUM SHOULD BE VACATED BECAUSE IT IS BASED ON INACCURATE, INCOMPLETE AND IRRELEVANT FACTS.**

The Zoning Administrator's Memorandum states as follows:

"The proffered commitments for RZ/FDP 1999-MA-006 as described here were offsite commitments that required that applicant to request an offsite easement and construct a trail as necessary. The trails were constructed. The proffered commitments were therefore satisfied. Moreover, the County property is not governed by these proffers and therefore is not obligated by them. Even so, the 2232 application indicates that the

homeless shelter is temporary and once a permanent home is found, the site will be restored to its present condition. As such, there are no substantial conformance concerns related with this request in terms of RZ 1999-MA-006.”

(Mem. p. 2).

But this conclusion is based inextricably on facts that are inaccurate, incomplete and irrelevant. Accordingly, it should be vacated and given no binding force and effect.

**A. The Zoning Administrator’s Memorandum is Based on Inaccurate Facts.**

The Zoning Administrator’s conclusion is based in part on the representation in the 2232 Application, that, according to her, “once a permanent home is found, the site [on the Recreational Field behind the Senior Center] will be restored to its present condition.” However, in the 2232 Staff Report, this representation of an intent to restore the site to its current condition was changed by the June 24 amendment from a commitment using the word “will” to a conditional commitment, using the word “may.” (See 2232 Staff Report, p. 12).

Moreover, Ms. Berlin’s response to Mr. Caperton’s inquiry assumes that a present intention to return the site to its current condition, is a binding commitment. In fact, Ms. Berlin should not have assumed that the site will ever be returned to the use as a Recreational Field and Trail. Once the 2232 approval has been given and the raw land of the site is developed at a considerable cost to the County (\$2.1 million according to the County’s preliminary estimates)<sup>3</sup>, and both the building and parking lot are constructed, there is absolutely nothing that obligates the County to move the shelter to another location, or to remove the building and restore the Field and Trail if and when the shelter is ever moved from the site. The County is free to repurpose the building or the Field for another public facilities purpose.

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<sup>3</sup> See the County’s FAQs about the proposed Lincolnia Shelter at <http://www.fairfaxcounty.gov/dpwes/construction/baileys-shelter-faq-details.htm#ee>.

Thus, the Zoning Administrator's Memorandum relies, in part, on a mistaken factual premise – a firm commitment to restore the site to its present condition, a commitment that does not in fact exist.

**B. The Zoning Administrator's Memorandum is Based on Incomplete Facts.**

In her Memorandum, the Zoning Administrator stated that the Stonegate proffers were fully satisfied when the trails were constructed, that the County property is not governed by them and that, therefore it is not obligated by them. (Mem. p. 2). In stating these conclusions, the Zoning Administrator offered no analysis and completely ignored the important role that the proffers played in the approval of the Stonegate rezoning and development and that the proffers continue to play with respect to the residents of the Stonegate at Landmark development. In order to understand the meaning and significance of the Stonegate proffers, it is necessary to provide a brief review of the Stonegate development and the proffers, the consideration of which is completely absent from the Zoning Administrator's Memorandum.

By Deed dated October 27, 2000 and recorded in the Fairfax County land records in Deed Book 11577 at Page 1436, Ryland became the record owner of the property known as tax map 72-2-((1))-44B. ("Ryland Property") which is bordered on the north by the Lincolnia Senior Center Property owned by the Board.

In 1999, Ryland applied to have the Ryland Property rezoned from the C-4 District to the PDH-12 District in order to develop the townhouses that became Stonegate at Landmark (RZ/FDP 1999-MA-006).

The only "on-site amenities" originally proposed by Ryland were a gazebo and sitting area. (August 29, 1999 Staff Report, p. 3). Virtually all of the on-site "open space" was

encompassed by the proposed stormwater management facility. (August 29, 1999 Staff Report, p 11).

The Staff Report dated August 25, 1999 recommended denial of Ryland's rezoning application. (August 29, 1999 Staff Report, p. 15) in part because of the lack of "high quality elements" typically associated with "P" Districts such as "usable open space" and "on-site amenities." (August 29, 1999 Staff Report, pp. 7 & 11).

On September 29 1999, Ryland revised its rezoning application RZ/FDP 1999-MA-006 to include, *inter alia*, proffer 3 c, which is labeled "RECREATION." Proffer 3 c ("Proffer") reads in pertinent part: "Applicant shall construct a trail from the Application Property through Board owned property and a trail around the adjacent playing field behind the Lincolnia Senior Center." (Proffer 3c is fully quoted in the Memorandum at page 1).

On October 13, 1999, the Planning Commission held a hearing at which Staff reversed its position and stated that it was recommending approval of the Ryland rezoning because in Ryland's revised proffers dated September 29, 1999, Ryland had proffered to, among other things, provide "additional recreational amenities."

The Proffer demonstrates that access to the Recreational Field by the future residents of Stonegate at Landmark, as well as the creation of a Trail they could use once they got to the Recreational Field, as a substitute for their own on-site lack of green space and recreational amenities, was a critical factor in the Board's approval of Ryland's rezoning application.

On October 25, 1999, the Board approved Ryland's rezoning application RZ/FDP 1999-MA-006, as amended by the September 29, 1999 proffers, in accordance with the Staff's recommendation at the October 13, 1999 Planning Commission hearing.



By Deed of Easement dated July 12, 2000 and recorded in Fairfax County land records in Deed Book 11428 at Page 1287, the Board conveyed to Ryland the right to construct and operate (i.e. use) a Trail on the Recreational Field behind the Lincolnia Senior Center Property.<sup>4</sup> The Trail is located around the perimeter of the Recreational Field.

Pursuant to Deed of Subdivision, dated October 24, 2000 and recorded in the Fairfax County Land Records in Deed Book 11634 at Page 951, Ryland subdivided the Ryland Property into 45 townhouse lots and "Parcel A," containing the common areas deeded to Landmark Homeowners Association in the Deed of Resubdivision, subject to all restrictions, rights of way, easements and conditions of record.

Ryland built the Trail required by the proffers. The Trail begins on Parcel A, connects to the Recreational Field, and continues around the perimeter of the Recreational Field.

Since Stonegate at Landmark was built over 15 years ago, the use of the Trail and Recreational Field by owners and residents of Stonegate has been continuous. For example, Stonegates' owners and residents have consistently used the Recreational Field, including the Trail, for a wide range of recreational activities including: walking their dogs, teaching children to ride bikes and play football, playing all kinds of sports, holding Easter egg hunts, and walking and jogging. The Recreational Field and the Trail were key factors in the Board's approval of the Stonegate at Landmark development because they provided important recreational amenities that were among the basic requirements for rezoning to Planned Development Housing.

Thus, since the beginning of this development, the Field and the Trail have been indispensable recreational resources for Stonegate at Landmark. As such, the Zoning

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<sup>4</sup> The Memorandum does not reference or otherwise discuss the Easement. To the extent that Mr. Caperton's inquiry concerned possible legal impediments to the construction of the proposed shelter in the Field behind the Lincolnia Senior Center, the Easement should have been considered.

Administrator erred in concluding that the proffers only required the construction of the Trail. Rather, the proffers contemplated not only their construction but also the actual availability of the Field and Trail for use by the owners and residents of Stonegate. By impairing access to and use of the Trail and the Recreational Field, the proposed shelter would interfere with and effectively modify the proffers in a very substantial way.

While the Zoning Administrator has the authority to permit minor modifications to proffered conditions under certain circumstances (see §18-204(5) ZO), which do not exist in this case, she does not have the authority to substantially modify existing proffers. This must be done using the requirements for public hearings set forth in 18-205 ZO (see 18-204 (6) ZO). Accordingly, if it is intended to be a binding determination of the Stonegate proffers, the Zoning Administrator's Memorandum is *ultra vires*, because it effects a substantial modification of those proffers without going through the public hearing and approval process specified by §18-205 ZO and by Virginia law, as well.

**C. The Zoning Administrator's Memorandum is Based on Irrelevant Facts.**

In reaching her conclusion, the Zoning Administrator relied on the representation in the 2232 application that the homeless shelter would only be "temporarily" located on the Recreational Field behind the Senior Center and that, thereafter, the site will be restored to its present condition. (Mem., p. 2).

But as stated above, there is no guarantee that the homeless shelter will be temporary, or that if the shelter is ever moved, that the site would not be repurposed into some other public facilities use. Relocation of the shelter to a permanent location depends upon being able to locate a satisfactory new location and negotiate an acceptable agreement to acquire the land and/or building. Moreover, the Board has stated that it does not now have sufficient funds to

construct a permanent shelter and that it will be necessary for the voters to approve a new bond issue in a referendum this coming Fall.<sup>5</sup>

In addition, as noted above, the Staff Report states that there is no longer even the present intent to give a firm commitment to restore the site to its current condition.

But even if it was completely certain that the shelter would only be “temporarily” on the Senior Center site (for 4 – 5 years per the Application) and that, thereafter, the site would be fully restored to its present condition, the Zoning Administrator offers absolutely no analysis or explanation as to why these factors mean that there would be no breach of the proffered conditions. To the contrary, even under the most optimistic assumptions, Stonegate residents will lose access to and use of at least 60% of the Recreational Field and Trail for 4 – 5 years. And, if the recommendations of the County’s Security Assessment are adopted, Stonegate residents will be **completely** deprived of the use of these facilities for 4 – 5 years – and perhaps longer if the shelter is not, or cannot be, relocated. We believe that this is completely inconsistent with the proffers, which not only required that the Trail be built but also very clearly contemplated that it (and the Recreational Field) continue to be available for the Stonegate at Landmark owners and residents to use. At a minimum, having negotiated the proffers in satisfaction of the basic requirements for open space and recreational amenities required by a PDH development, it is not now open to the County to obstruct or destroy access to and utilization of the proffered amenities and open space.

### **CONCLUSION**

For the above reasons, Landmark requests that the Board grant one of two alternative methods of relief:

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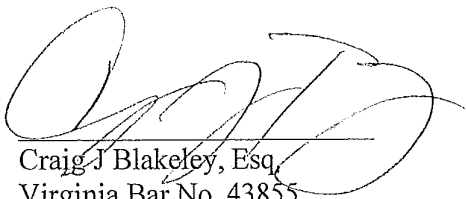
<sup>5</sup> See the County’s FAQs about the proposed Lincolnia shelter at <http://www.fairfaxcounty.gov/dpwes/construction/baileys-shelter-faq-details.htm#ee>.

1. Confirm that the Zoning Administrator's Memorandum is advisory only and that it is not binding on Landmark; or
2. Vacate the Zoning Administrator's Memorandum for one or more of the following reasons:
  - a. Failure to provide Landmark with notice of the filing of the request concerning the Stonegate proffers;
  - b. The Zoning Administrator's reliance on inaccurate, incomplete, and irrelevant facts in issuing the Memorandum; and/or
  - c. The Zoning Administrator's substantial modification of the Stonegate proffers through her statements that they do not apply to the County-owned land, that they require only the construction of the Trail, and/or that they do not prohibit the County from interfering with the use of the Trail and Recreational Field by Stonegate owners and residents.

Respectfully submitted,

**LANDMARK HOMEOWNERS ASSOCIATION**

By Counsel



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# **EXHIBIT 1**

## **Attachment E**

### **Staff Analysis**

Department of Planning and Zoning  
Zoning Evaluation Division



## County of Fairfax, Virginia

### MEMORANDUM

DATE: May 10, 2016

**TO:** Chris Caperton, Chief, Public Facilities Planning

**FROM:** *Barbara C. Berlin*  
Barbara C. Berlin, AICP, Director  
Zoning Evaluation Division, Department of Planning and Zoning

**SUBJECT:** 2232-M16-22, Application for Temporary Baileys Crossroad Community Shelter

This memorandum addresses your questions as discussed verbally and by email on May 3, 2016. As I understand it, the question is whether the temporary siting of the shelter on County owned property would be in substantial conformance with proffers accepted with RZ/FDP 1999-MA-006 for an adjacent property.

The temporary facility is to be located on Tax Map 72-2 ((1)) 0043, which is owned by the Board of Supervisors and is currently developed with the Lincolnia Senior Center. The senior center is located towards the front of the site, with an open area for recreation and trails to the rear. (The use is permitted by RZ 86-M-069 which was approved on November 17, 1986.)

However, the question as described above relates to the approval of RZ/FDP 1999-MA-006 on Tax Map 72-2 ((1)) 44B, which included proffers relating to providing trails on the Board owned property.

Proffer 3(c) and (e) state:

#### 3. RECREATION

c. The Applicant shall request the dedication of a public access easement from the Board of Supervisors across the contiguous Board owned property, prior to site plan approval. Subject to the provision of necessary permission or easements, at no cost to the Applicant, the Applicant shall construct a trail from the Application Property through Board owned property and a trail around the adjacent playing field behind the Lincolnia Senior Center. In the event these improvements require zoning approval by the Board of Supervisors on the Lincolnia Senior Center property and the Board denies an application for such zoning approval and/or the necessary trail and temporary construction easements are not dedicated by the Board at no cost to the Applicant, then the trail improvements shall not be required and the Applicant will contribute the value of these improvements to the Fairfax County Park Authority.

Excellence \* Innovation \* Stewardship  
Integrity \* Teamwork \* Public Service

Department of Planning and Zoning  
12055 Government Center Parkway, Suite 801  
Fairfax, Virginia 22035-5509  
Phone 703 324-1290  
FAX 703 324-3924  
[www.fairfaxcounty.gov/dpz/](http://www.fairfaxcounty.gov/dpz/)



Chris Caperton  
May 10, 2016  
Page 2 of 2

e. Any monetary amount representing the difference between \$955.00 per unit and the value of the above-referenced off-site trail recreational facilities shall be contributed to the Fairfax County Park Authority for recreational improvements to the playing field behind the Lincolnia Senior Center.

It appears through the submitted plans and aerial photographs that the trail as proffered was completed as a trail connecting the site and around the playing field is shown.

The temporary homeless shelter is proposed to be constructed generally to the rear of the senior center. The trails and athletic field would be impacted. The 2232 application for the temporary shelter (on page 3) specifies that the temporary facility will be removed in its entirety after a new permanent facility has been constructed and is operational. The application notes:

*The site will be restored to a similar state that existed prior the temporary shelter construction. The new pedestrian access way and improved landscape buffer will remain. Trees that are removed as a result of temporary facility construction will be supplemented with new trees to meet the preexisting tree coverage.*

The proffered commitments for RZ/FDP 1999-MA-006 as described here were offsite commitments that required that applicant to request an offsite easement and construct a trail as necessary. The trails were constructed. The proffered commitments were therefore satisfied. Moreover, the County property is not governed by these proffers and therefore is not obligated by them. Even so, the 2232 application indicates that the homeless shelter is temporary and once a permanent home is found, the site will be restored to its present condition. As such, there are no substantial conformance concerns related with this request in terms of RZ 1999-MA-006.

This determination has been made in my capacity as the duly authorized agent of the Zoning Administrator and only addresses the issues discussed herein. If you have any questions regarding this interpretation, please feel free to contact Suzanne Wright at (703) 324-1290.

O:\slin00\Interpretations\Homeless Shelter ZED 2232 Response.docx

Attachments: A/S



Board Agenda Item  
September 20, 2016

#### CONSIDERATION - 4

#### Consideration of the Proposed Amended Bylaws for the Fairfax County History Commission

##### ISSUE:

Approval of the proposed amended Bylaws for the Fairfax County History Commission is requested.

##### TIMING:

Board action is requested on September 20, 2016.

##### BACKGROUND:

The Fairfax County History Commission (Commission) was established by the Board on April 9, 1969. The Board identified the Commission as the body primarily responsible for advising the Board and promoting and encouraging public interest in all matters bearing on the history of Fairfax County. The Commission has operated under the current Bylaws since June 2007. The Commission has revised these Bylaws to bring them up-to-date with county standards and reflect changes in current operations.

The principal amendments to the Bylaws are:

- revisions to the regular membership reappointments to reflect standard ongoing practice;
- clarification of duties of officers; and
- changes to the regular meeting schedule.

In addition to the three principal amendments noted above, a number of editorial modifications have been proposed. The editorial changes are not substantive and are not discussed herein.

The History Commission approved these changes on June 1, 2016.

##### FISCAL IMPACT:

None

Board Agenda Item  
September 20, 2016

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed amendments to the Bylaws for the History Commission with changes shown

Attachment 2 - Proposed amendments to the Bylaws for the History Commission, clean version

STAFF:

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

Marianne R. Gardner, Director, Planning Division (PD), DPZ

Leanna H. O'Donnell, Branch Chief, Planning Division (PD), DPZ

Stephanie Goodrich, Planner II, Policy and Plan Development Branch, PD, DPZ

Emily Smith, Assistant County Attorney, Office of the County Attorney

Text proposed to be added is shown underlined and text proposed to be deleted is shown with a ~~strikethrough~~.

**FAIRFAX COUNTY  
HISTORY COMMISSION  
BYLAWS BY-LAWS**

**ARTICLE I: NAME**

The name of this commission shall be the Fairfax County History Commission, hereinafter referred to as “Commission.”

**ARTICLE II: PURPOSE**

The purpose of the Commission shall be to advise the County Government and to promote and encourage public interest in all matters bearing on the history of Fairfax County.

**ARTICLE III: MEMBERSHIP**

The membership of the Commission shall consist of three categories:

**A. Regular Members**

There shall be 20 regular members, including at least one member from each Supervisor’s election district. Regular members shall have the power to vote and shall be appointed by the Board of Supervisors, herein referred to as the “Board,” for three years. All members shall be residents of Fairfax County. In the event a member cannot serve or resigns from office, then the chairman or the corresponding secretary, or the County staff coordinator shall advise the Clerk to the Board of Supervisors of the vacancy in writing and the Board shall fill any vacancies for the balance of the term. In the event a member completes his or her term of office, remains qualified to serve as a member, and the Board of Supervisors has not reappointed that member to another term or appointed a successor member, then that person may continue to serve as a member until such time as the member is reappointed or a successor member is appointed. The Board shall fill any vacancies for the balance of the term. One regular member of the Commission should be a professional historian, one regular member a professional archaeologist, and one regular member a professional architect with competence in historic architecture.

**B. Advisory Members**

Nonvoting advisory members may be appointed by the Commission or by the Board, and shall serve without compensation for a term of one calendar year. They shall be experts in such fields, as the Commission’s work requires. They need not be residents of Fairfax County

**C. Honorary Members**

Nonvoting honorary members may be appointed by the Board ~~Commission~~ and shall serve without compensation. They need not be residents of Fairfax County.

## ARTICLE IV: OFFICERS

The officers of the Commission shall be the Chairman, the Vice-Chairman, Recording Secretary, Corresponding Secretary, and Treasurer. They shall be elected annually at the last December meeting of the calendar year by majority vote of the Commission present and serve a term of one year, beginning the following January. No officer shall serve more than three consecutive terms in the same office. The duties of the officers shall be:

**Chairman:** The Chairman shall preside at all meetings, and be responsible for the promotion and implementation of the Commission's purpose. The Chairman shall set an agenda for each meeting and shall serve as an ex-officio member of all committees except the Nominating Committee and the Audit Committee.

**Vice-Chairman:** The Vice-Chairman shall perform all the duties of the Chairman in the absence of the Chairman and shall serve as Chairman if necessary until the annual election of officers.

**Corresponding Secretary:** The Corresponding Secretary shall handle outgoing correspondence at the direction of the Commission, and Chairman and Chairperson send letters, cards and other communications to the Commission and outside the Commission, notify speakers/presenters to the Chairperson by phone, mail and /or email of meeting dates, times and locations, and maintain the records of the History Commission, with the exception of those records maintained by the Treasurer. The records shall include, but not be limited to, rosters, correspondence, committee minutes, draft meeting minutes, approved meeting minutes, and any additional materials required by the Virginia Freedom of Information Act. Ensure that the original approved copy of the minutes is deposited in the official repository in the Virginia Room. The Corresponding Secretary shall assume the duties of the Recording Secretary as needed and be responsible for maintaining the Standing Operating Procedures of the Commission.

**Recording Secretary:** The Recording Secretary shall take minutes and maintain records of the Commission meetings. The Recording Secretary shall record accurately all motions made and voted upon, and have the minutes printed and distributed by regular mail or email to members of the Commission no later than one week prior to the next meeting. If a clerk has been hired to record, print and distribute the minutes to the Commission members, the Office of the Recording Secretary may remain vacant.

**Treasurer:** The Treasurer shall ~~receive, disburse and record~~ oversee all monies of the Commission. The Treasurer shall have custody of the financial records, and shall report on the financial status of the Commission at each meeting. The Treasurer shall make the records available for an annual review by an audit committee composed of Commission members. ~~Checks under \$600 and over shall be issued with the signature of the treasurer, or in extenuating cases, which must be documented, the signature of the Chairman or the Vice-Chairman. Checks for \$600 and over must be issued with the signatures of the Treasurer and the Vice-Chairman, or if the treasurer is not available to sign the Chairman and Vice-Chairman shall sign.~~

## ARTICLE V: MEETINGS

### A. Regular Meetings

- 1) ~~Regular Meetings of the Commission shall be held monthly and shall be open to the public.~~ The date, time and place of regular meetings shall be announced to the Commission members and the public one-month in advance. All meetings of the Commission shall be open to the public.
- 2) The names of Commission members who are absent for three consecutive meetings without good cause shall be transmitted to the Office of the Clerk of the Board.
- 3) Written minutes of every regular meeting shall be recorded. One copy of the minutes shall be deposited and preserved as a permanent record by the Fairfax County Public Library.

### B. Regular, Closed or Committee Meetings

Regular, Closed or Committee meetings of the full Commission shall be in accordance with the Virginia Freedom of Information Act, Virginia Code, Section 2.2-3700, et al.

## ARTICLE VI: COMMITTEES

The Chairman shall appoint all Standing Committees, except the Nominating Committee. Standing Committees shall be made up of members of the History Commission.

The Standing Committees shall include, but not be limited, to those set forth here.

### A. Budget Committee

At the close of the fiscal year, the Budget Committee shall prepare and present an operational budget for the coming fiscal year.

### B. Nominating Committee

The Nominating Committee shall meet in November of each year to nominate a slate of officers in preparation for the December election. The Chair shall call for three members of the History Commission to volunteer each year at the October Meeting to serve on the Nominating Committee.

### C. ~~By-Laws~~ Bylaws Committee

The ~~By-Laws~~ Bylaws Committee shall ensure that the ~~by-laws~~ Bylaws are current and shall recommend amendments when changes are appropriate.

### D. Audit Committee

The Audit Committee shall meet with the Treasurer to conduct an annual review of the financial records and submit a report to the Commission within two months of the close of the fiscal year, which is June 30<sup>th</sup>. The Audit Committee shall consist of four regular members of the Commission, excluding the Chairman, Vice-Chairman, Corresponding Secretary, Recording Secretary and Treasurer. ~~One member of the Audit Committee shall perform a quarterly review and verification of financial records.~~

**E. Executive Committee**

The Executive Committee shall be composed of the officers of the Commission. The immediate past Chairman shall be a non-voting member of the Executive Committee for the period of one year. If the immediate past Chair is not a member of the Commission, then he/she will be a non-voting Advisory Member. The Executive Committee shall recommend to the Commission organizational and operating procedures, annual goals and objectives for adoption. The Executive Committee shall meet as necessary.

**ARTICLE VII: PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of *Robert's Rules of Order, Newly Revised* shall govern the Commission in all cases to which they are applicable, and in which they are not inconsistent with the Bylaws ~~By-laws~~ and any special rules of order the Commission may adopt.

**ARTICLE VIII: AMENDMENTS**

The Bylaws ~~By-laws~~ may be amended at any regular meeting of the Commission by a two-thirds majority vote by those members present and voting, provided notice of the proposed amendment has been given to members at the previous regular meeting or has been mailed to members at least ten days prior to the meeting. Upon approval of any Bylaw amendments by the Commission, the Bylaws shall be submitted to the Board of Supervisors for their approval. Any such amendments shall become effective upon approval by the Board.

**ARTICLE IX: DISSOLUTION**

In the event of dissolution of this Commission, all remaining assets derived from County funding after payment of all obligations shall be returned to Fairfax County Government. No funds shall inure to the benefit of any individual member of the Commission.

~~Adopted 1 February 2006 by the Fairfax County History Commission~~

~~Approved 18 June 2007 by the Fairfax County Board of Supervisors~~

~~Amended 6 October 2010 by the Fairfax County History Commission~~

Amended 1 June 2016 by the Fairfax County History Commission

Approved 20 September 2016 by the Fairfax County Board of Supervisors

**FAIRFAX COUNTY  
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BYLAWS**

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The membership of the Commission shall consist of three categories:

**A. Regular Members**

There shall be 20 regular members, including at least one member from each Supervisor's election district. Regular members shall have the power to vote and shall be appointed by the Board of Supervisors, herein referred to as the "Board," for three years. All members shall be residents of Fairfax County. In the event a member cannot serve or resigns from office, then the chairman or the corresponding secretary, or the County staff coordinator shall advise the Clerk to the Board of Supervisors of the vacancy in writing and the Board shall fill any vacancies for the balance of the term. In the event a member completes his or her term of office, remains qualified to serve as a member, and the Board of Supervisors has not reappointed that member to another term or appointed a successor member, then that person may continue to serve as a member until such time as the member is reappointed or a successor member is appointed. One regular member of the Commission should be a professional historian, one regular member a professional archaeologist, and one regular member a professional architect with competence in historic architecture.

**B. Advisory Members**

Nonvoting advisory members may be appointed by the Commission and shall serve without compensation for a term of one calendar year. They shall be experts in such fields, as the Commission's work requires. They need not be residents of Fairfax County

**C. Honorary Members**

Nonvoting honorary members may be appointed by the Board and shall serve without compensation. They need not be residents of Fairfax County.

**ARTICLE IV: OFFICERS**

The officers of the Commission shall be the Chairman, the Vice-Chairman, Recording Secretary, Corresponding Secretary, and Treasurer. They shall be elected at the last meeting of the calendar year by majority vote of the Commission present and serve a term of one year, beginning the

following January. No officer shall serve more than three consecutive terms in the same office. The duties of the officers shall be:

**Chairman:** The Chairman shall preside at all meetings, and be responsible for the promotion and implementation of the Commission's purpose. The Chairman shall set an agenda for each meeting and shall serve as an ex-officio member of all committees except the Nominating Committee and the Audit Committee.

**Vice-Chairman:** The Vice-Chairman shall perform all the duties of the Chairman in the absence of the Chairman and shall serve as Chairman if necessary until the annual election of officers.

**Corresponding Secretary:** The Corresponding Secretary shall handle outgoing correspondence at the direction of the Commission and Chairman, and maintain the records of the History Commission, with the exception of those records maintained by the Treasurer. The records shall include, but not be limited to, rosters, correspondence, committee minutes, draft meeting minutes, approved meeting minutes, and any additional materials required by the Virginia Freedom of Information Act. Ensure that the original approved copy of the minutes is deposited in the official repository in the Virginia Room. The Corresponding Secretary shall assume the duties of the Recording Secretary as needed and be responsible for maintaining the Standing Operating Procedures of the Commission.

**Recording Secretary:** The Recording Secretary shall take minutes and maintain records of the Commission meetings. The Recording Secretary shall record accurately all motions made and voted upon, and have the minutes printed and distributed by regular mail or email to members of the Commission no later than one week prior to the next meeting. If a clerk has been hired to record, print and distribute the minutes to the Commission members, the Office of the Recording Secretary may remain vacant.

**Treasurer:** The Treasurer shall oversee all monies of the Commission. The Treasurer shall have custody of the financial records, and shall report on the financial status of the Commission at each meeting. The Treasurer shall make the records available for an annual review by an audit committee composed of Commission members

## **ARTICLE V: MEETINGS**

### **A. Regular Meetings**

- 1) The date, time and place of regular meetings shall be announced to the Commission members and the public one-month in advance. All meetings of the Commission shall be open to the public.
- 2) The names of Commission members who are absent for three consecutive meetings without good cause shall be transmitted to the Office of the Clerk of the Board.
- 3) Written minutes of every regular meeting shall be recorded. One copy of the minutes shall be deposited and preserved as a permanent record by the Fairfax County Public Library.



**B. Regular, Closed or Committee Meetings**

Regular, Closed or Committee meetings of the full Commission shall be in accordance with the Virginia Freedom of Information Act, Virginia Code, Section 2.2-3700, et al.

**ARTICLE VI: COMMITTEES**

The Chairman shall appoint all Standing Committees, except the Nominating Committee. Standing Committees shall be made up of members of the History Commission.

The Standing Committees shall include, but not be limited, to those set forth here.

**A. Budget Committee**

At the close of the fiscal year, the Budget Committee shall prepare and present an operational budget for the coming fiscal year.

**B. Nominating Committee**

The Nominating Committee shall meet in November of each year to nominate a slate of officers in preparation for the December election. The Chair shall call for three members of the History Commission to volunteer each year at the October Meeting to serve on the Nominating Committee.

**C. Bylaws Committee**

The Bylaws Committee shall ensure that the Bylaws are current and shall recommend amendments when changes are appropriate.

**D. Audit Committee**

The Audit Committee shall meet with the Treasurer to conduct an annual review of the financial records and submit a report to the Commission within two months of the close of the fiscal year, which is June 30<sup>th</sup>. The Audit Committee shall consist of four regular members of the Commission, excluding the Chairman, Vice-Chairman, Corresponding Secretary, Recording Secretary and Treasurer.

**E. Executive Committee**

The Executive Committee shall be composed of the officers of the Commission. The immediate past Chairman shall be a non-voting member of the Executive Committee for the period of one year. If the immediate past Chair is not a member of the Commission, then he/she will be a non-voting Advisory Member. The Executive Committee shall recommend to the Commission organizational and operating procedures, annual goals and objectives for adoption. The Executive Committee shall meet as necessary.

**ARTICLE VII: PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of *Robert's Rules of Order, Newly Revised* shall govern the Commission in all cases to which they are applicable, and in which they are not inconsistent with the Bylaws and any special rules of order the Commission may adopt.

#### **ARTICLE VIII: AMENDMENTS**

The Bylaws may be amended at any regular meeting of the Commission by a two-thirds majority vote by those members present and voting, provided notice of the proposed amendment has been given to members at the previous regular meeting or has been mailed to members at least ten days prior to the meeting. Upon approval of any Bylaw amendments by the Commission, the Bylaws shall be submitted to the Board of Supervisors for their approval. Any such amendments shall become effective upon approval by the Board.

#### **ARTICLE IX: DISSOLUTION**

In the event of dissolution of this Commission, all remaining assets derived from county funding after payment of all obligations shall be returned to Fairfax County Government. No funds shall inure to the benefit of any individual member of the Commission.

Amended 1 June 2016 by the Fairfax County History Commission

Approved 20 September 2016 by the Fairfax County Board of Supervisors

INFORMATION – 1

County Holiday Schedule – Calendar Year 2017

A proposed calendar year 2017 Holiday Schedule for Fairfax County Government has been prepared. County employees are authorized 11 ½ holidays in each calendar year (12 ½ every fourth year for Inauguration Day.)

The proposed holiday schedule for 2017 lists the Federal Government holidays as well as those of the Fairfax County Public Schools. State employees and the Courts observe the Commonwealth of Virginia designated holidays.

Unless otherwise directed by the Board of Supervisors, the enclosed will be adopted as the holiday schedule for calendar year 2017.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Holiday Schedule – 2017

STAFF:

Edward L. Long Jr., County Executive  
Catherine M. Spage, Human Resources Director

**Proposed Holiday Schedule – Calendar Year 2017**

**ATTACHMENT 1**

<b>HOLIDAY</b>	<b>OBSERVED DAY - DATE</b>	<b>FAIRFAX COUNTY GOVERNMENT</b>	<b>FAIRFAX COUNTY PUBLIC SCHOOLS *</b>	<b>COMMONWEALTH OF VIRGINIA</b>	<b>FEDERAL GOVERNMENT</b>
New Year's Day	Monday Jan 2, 2017	X	X	X	X
Lee Jackson Day	Friday Jan 13	regular work day	regular work day	X	regular work day
Martin Luther King, Jr. Day	Monday Jan 16	X	X	X	X
Inauguration Day	Friday Jan 20	X	X	regular work day	X
George Washington's Day	Monday Feb 20	X	X	X	X
Memorial Day	Monday May 29	X	X	X	X
(Additional Time Off)	Monday July 3	regular work day	regular work day	8.0 hours additional time off	regular work day
Independence Day	Tuesday July 4	X	X	X	X
Labor Day	Monday Sept 4	X	X	X	X
Columbus Day	Monday Oct 9	X	X	X	X
Veterans Day	Friday Nov 10	X	regular work day	X	X
(Additional Time Off)	Wednesday Nov 22	regular work day	regular work day	4.0 hours additional time off	regular work day
Thanksgiving Day	Thursday Nov 23	X	X	X	X
Day After Thanksgiving	Friday Nov 24	X	X	X	regular work day
Christmas Eve Day	Friday Dec 22	X (half day)	X	4.0 hours additional time off	regular work day
Christmas Day	Monday Dec 25	X	X	X	X
(Additional Time Off)	Tuesday Dec 26	regular work day	X	8.0 hours additional time off	regular work day
<b>Total Holidays</b>		12.5	13	15	11

**\*The actual dates of some holidays may change to accommodate the student calendar.**

INFORMATION – 2

Planning Commission Action on Application 2232-M16-22 (Temporary Facility for Bailey's Crossroads Community Shelter) (Mason District)

On Thursday, July 28, 2016, the Planning Commission voted 8-0-1 (Commissioner Hurley abstained from the vote and Commissioners Keys-Gamarra, Lawrence, and Migliaccio were absent from the meeting) that 2232-M16-22 met the criteria of character, location, and extent, as specified in Section 15.2-2232 of the Code of Virginia and is substantially in accord with the provisions of the adopted Comprehensive Plan.

Application 2232-M16-22 sought to construct a temporary facility for the Bailey's Crossroads Community Shelter located at 4710 North Chambliss Street, Alexandria, VA 22312. Tax Map: 72-2 ((1)) 43. Area I.

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpt

Attachment 2: Vicinity map

STAFF:

Robert A. Stalzer, Deputy County Executive

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

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-M16-22 – PUBLIC PRIVATE PARTNERSHIPS BRANCH, BBPD, DPWES

Decision Only During Commission Matters  
(Public Hearing Held on July 20, 2016)

Commissioner Strandlie: Thank you, Mr. Chairman. We are here tonight for a decision. Tonight the Planning Commission will consider the decision on application 2232-M16-22, as submitted by the Public Private Partnership Branch of the Department of Public Works and Environmental Services to temporarily relocate a public facility, the Bailey's Crossroads Homeless Shelter, to County-owned property co-located adjacent to the Lincolnia Senior Center. Before we go on verbatim, I would like to ask County staff to provide an update on the permanent location, a construction and occupancy timeline for both the permanent and temporary locations and answer some questions or respond to information submitted to the record since the public hearing. I have some questions and, perhaps, some other Commissioners have some questions as well.

Chairman Murphy: Okay.

Commissioner Strandlie: I – I will then make a statement and make a motion for the Planning Commission's consideration. So, my first question relates – if you could give us an update on the purchase of the property proposed for the permanent shelter, including the due diligence application and the Comp Plan change authorization.

Robert Stalzer, Deputy County Executive, Office of County Executive: Rob Stalzer, Deputy County Executive. The Board of Supervisors has entered into a contract to purchase the permanent site at 5914 Seminary Road. We have completed the due diligence on that property and determined that we're ready to move forward with acquisition. The price that was negotiated for the property was 1.4 million. We will close when the owner of the property is actually back in the country which will be in approximately ten days to two weeks. So, the due diligence is done, we are ready to move forward. Supervisor Gross enacted a Board matter this past Tuesday authorizing us to move forward with the preparation of Comprehensive Plan Amendment for the parcel as well as moving forward with the special exception and the 2232 required for the location of the – the full shelter program that we envision on the site. That would include up to fifty-four beds, four of which would be specialty beds, fifty would be for singles. We are also going to include up to fifteen units of permanent supportive housing on that particular site. I am happy to answer any questions.

Commissioner Strandlie: That site is – is relatively smaller than some of the other sites. Can you explain how the building will be constructed? Some people have wondered how you're going to get a larger space out of that site.

Mr. Stalzer: Well we're going to – it's a 20,000 square foot site. If the Comprehensive Plan is amended and the special exception is granted, we're allowed to go up to a 0.7 FAR. We've done a test fit to determine that by going down into a cellar area and how many stories? Two on top of the cellar. So, basically, three floors. So we'll be able to accommodate what we need plus parking. I do not have a drawing that I can show you right now. We didn't distribute that to the Commission but as we move forward, we'll be happy to do that. Three above grade, I apologize. One cellar, three above grade.

Commissioner Strandlie: Thank you. Can you outline the expedited schedule for designing and constructing the permanent shelter?

Mr. Stalzer: Katayoon Shaya can speak to that in greater detail, but the bottom line is pursuant to yourself and the request of Supervisor Gross, we did go back and looked at the schedule and we have compressed it as much as we can. Our anticipated end date is fall of 2019. That will be to design and construct and then ultimately open and begin operating the shelter facility.

Commissioner Strandlie: Okay. If this application is – is approved tonight, when would the temporary shelter be anticipated to be online and how long would occupants be residing in that temporary shelter?

Mr. Stalzer: If approved, we would anticipate needing the temporary facility in the fall of 2017. The – we anticipate closing with the Avalon Bay and Landmark Atlantic. Atlas focused on Avalon Bay in late 2017, moving forward with construction assuming that the site plan and all the necessarily – necessary regulatory approvals are obtained in early 2018.

Commissioner Strandlie: Thank you. One of the questions that we got was how can the modular building which is 800 square feet smaller than the current shelter location, how will that be an improvement to the current shelter which has been over thirty years old and is not ADA compliant and is in disrepair? How could this – how is the smaller site going to be an improvement?

Mr. Stalzer: Well the intent is not – obviously, we don't want to create something that's worse. It's newer. The facilities will be more modern but the intent, like a lot of the work that we do in the County, we've had temporary facilities that are smaller for fire stations, government centers, libraries, police stations. The purpose of a temporary facility is to give us an adequate amount of space in which to operate and to do our programmatic work while we're building the full – the permanent – at the permanent location for the full programmatic use. So, while we don't it to be worse, we're not saying in a temporary context it's going to be exactly equal to ultimately what will exist permanently. But a new – these will be new modular units that we will lease. We will return them when the lease is over, restore the – the site to its current state as we've said. The

intent is to – to provide adequate space to be able to do programmatically what we do today with our singles population. The permanent facility will be much more than that and much bigger.

Commissioner Strandlie: I understand there won't be quite the fifty, it's down to forty-six residents?

Mr. Stalzer: Correct.

Commissioner Strandlie: And, also, I think, from what I understand, the configuration of the office space will be more conducive to a smaller space.

Mr. Stalzer: Correct.

Commissioner Strandlie: And ADA compliant?

Mr. Stalzer: Yes, it has to be.

Commissioner Strandlie: Okay. Exactly. Thank you. Can you discuss the security upgrades that have been made to the Lincolnia Senior Center property as a result of the renovation that was just complete?

Mr. Stalzer: I'm going to ask Katayoon to, we may have.

Katayoon Shaya, Chief, Public Private Partnerships Branch, Building Design and Construction Division, Department of Public works and Environmental Services: Katayoon Shaya with Public Works. The senior center facility their different components. The senior center building it's run by Housing and Community Development and, as you are aware, recent renovation was just completed. So, the facility is programed or was programed to receive access control system and also additional cameras and equipment that head end equipment that go with camera monitoring and, you know, recording and – and as such. The adult day healthcare center is run by the Health Department and they were programed to actually have an access control system as well with - with a remote unlocking ability and the purpose of that is for the safety of clients with dementia that they have actually found wandering the – the site. The shelter, obviously, will have the security features that are – we've spoken about before pretty standard to what we provide in other facilities in the County and those include cameras and access control system and - and extra lighting. Fairly typical of – of other County facilities.

Commissioner Strandlie: This is a question for Dean Klein. Can – can you please discuss how the Advisory Committee will work which, I understand, will provide input on program operations and shelter design? And how will the Advisory Committee members be appointed and how can citizens volunteer to serve on that Committee?



Dean Klein, Director, Office to Prevent and End Homelessness: Sure. Good evening. Dean Klien, Director of the Office to Prevent and End Homelessness. Sorry, I'm behind the screen here. We anticipate the purpose of this Advisory Committee to be collectively these individuals will be working towards ensuring that those who are being served there would in the most effective way preventing and ending their homelessness or ending their homelessness more quickly or moving them in to permanent housing. In addition, the group would help to address and remediate any issues that would arise as it relates to the population being served on this particular site. The – the advisory group also would be available as we move towards the permanent site and could be a group a group that we could apply and would be educated and – and understanding of the issues and would help us as we move towards the permanent site. There is a current Advisory Council for the Bailey's Shelter that is in existence and we anticipate that there could be some of those members that would be part of this, not necessarily for sure, but certainly might be available and interested in participating on this Advisory Committee. That group we intend to continue to operate even after the shelter moves to a temporary location. That group is really intended to support the overall efforts of ending homelessness through the shelter in Mason District and so that would just be a group that helps to bring in new partners and new resources as we move forward. We plan to have this advisory group formed and begin in the fall of this year. The composition of the group could include the following types of groups but that has not been finalized and we would want to ensure that Supervisor Gross and others have an opportunity to sort of understand what the final composition would look like. But we would anticipate that we would have homeowner presidents from contiguous homeowner associations, representatives from the Police, Supervisor Gross and a staff member of hers, a shopping center representative, Lincolnia staff representatives, representative from Neighborhood and Community Services, Northern Virginia Family Service, our non-profit provider. We anticipate that the shelter director and supervisor there would also be on that group. We'd have representation from the Office to Prevent and End Homelessness. We would have Community Services Board, homeless outreach staff who work directly with individuals and this population. We would also have representatives from the Consumer Advisory Council, a representative who has been formerly homeless to contribute to some of the plans as it relates to this group. We'd have faith representatives from different faith community groups and a representative from the Fairfax County Housing and Community Development. Again, that is, you know, not a confirmed group but a group that we would begin working and to implement this fall.

Commissioner Strandlie: Thank you. Anyone else has any questions?

Chairman Murphy: Any questions? Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. A little bit more on – on the issue of fencing between the temporary shelter and the surrounding residential areas. I know there is some existing fencing. Could you elaborate on any plans for additional fencing and the strength and security of that fencing?

Ms. Shaya: Katayoon Shaya with Public Works. The – the space between the shelter and the open field will receive board-on-board fencing, the specific type and style, and color is yet to be determined. The space between the shelter parking and the senior center parking will also have fence that would be vinyl coated chain link fence and that is based on the request from the shelter operators in a sense to contain the shelter area but also police has requested that it be see-through so that they can have – they can observe the parking lot in from kind of the – the sweep of the senior center. The fence to the north, there is an existing fence with the residential development. A large section of that is in bad shape and falling apart. We're proposing to install a new fence either in – within a very short distance of that on County property if the residences would like to keep that – that – the fence – existing fence, that fine. If not, we're happy to remove that and replace that with a new fence that we want to put in. There's a fence – chain link fence to the west of the site that is not in great shape. Our proposal is to actually replace that fencing in the entire length of the field as well. We could definitely take a look at the details as we do further design to determine the - the specific – specifics of what more may be needed.

Commissioner Sergeant: Safety and security, I think, would – would help, would serve as a component of that so I could continue to examination for fencing, if you do it.

Ms. Shaya: Sure.

Commissioner Sergeant: This ingress and egress on either side of Lincolnia Center. It can be very fairly narrow and while you talked about access control systems. The opportunity for interaction, good or bad, between residents from these two facilities is there. What do you do to control that or to mitigate any problems with that should there be that kind of interaction that may result in something other than a desired outcome.

Ms. Shaya: The – each facility has access control and the shelter is staffed twenty-four hours. Actually, both facilities from what I understand, on the senior center side, they are staffed twenty-four hours. There's – there will be security walking the site to, basically, observe if there are any issue to address. And – and, I think, the staff at the center is – is pretty - pretty good about containing the potentially undesirable activities that – that may arise.

Commissioner Sargeant: And let's talk about staff at both facilities, Lincolnia and – and the temporary shelter. What kind of protocols, training, emergency response is in place or will be in place? I mean, it's fine to say we'll have 24/7 personnel on site. If they're not trained to handle the situations or don't know how to get back up quickly, that – having them there is not necessarily going to mitigate a problem. What kind of safety protocols, response protocols are in place and what kind of training goes with it?

Mr. Stalzer: I'd like for Dean Klein to address the shelter protocols. These – these will be countywide and then I'd like either someone from Housing and Community Development or Neighborhood Community Services to address the center protocols that are in place currently.

Mr. Klein: Again, Dean Klein. I – I would say, first, the shelter has been in existence for a long time. The current shelter provider is extremely capable in working with this population and has a lot of experience with this as has the staff. That is the mission and the focus of their work each and every day. This organization, Northern Virginia Family Services, comes to their work with a wide range of additional resources through training and other supportive services that can be applied based upon individual situations that occur. The staff and the shelter operate as – as a shelter currently. And we operate shelters countywide and have for many, many years. And so the best practices that are applied currently in Bailey's as well as other shelters we would be using in this new location. I'd say that we would be doing it in partnership with the police as well as this – this group and other neighbors that are interested in doing so to ensure that it is as effective as possible. Every site is different. I think that that would be a key element to our success as developing a plan of action on this site with interested parties, with the staff and with leadership to ensure that it's an effective approach.

Commissioner Sargeant: To – to the extent that there is training. Is there training for these types of scenarios for your person – for your people on site and on duty 24/7?

Mr. Klein: I'm not sure exactly what scenarios you're referring to, but I – I can say that each and every day they're serving this population and they're pretty seasoned in terms of addressing issues that come up with individuals that come into the shelter. And they're used to addressing that in the most effective and safe manner possible.

Commissioner Sargeant: In terms of communication, in terms of immediate communication. Has any consideration been placed on, perhaps, some kind of quick response group email list or some other type of notification that residents can participate in? You – needless to say, you have a lot of anxious residents. There is no way around it.

Mr. Klein: Yes.

Commissioner Sargeant: And the more you to mitigate that, if this goes through, the much better off you are. A part of that is making sure they have an immediate response capability to somebody to say, "We've seen somebody who shouldn't be where they are." Should they wait? Should they just immediately call the police? Is there is some opportunity for them to interact and get something done? If an incident happens, is there an opportunity to immediately explain it through, perhaps, of some kind of listserv.

Mr. Stalzer: Mr. Sargeant, let me – let me provide a response and then ACD may want to provide additional information. Since we're recommending the formation of the advisory group this fall, which is roughly a year before the temporary facility, if approved, would be operational. Those are actually the types of questions and scenarios that we would like to share with them. We have a number of different ways to communicate the information both from residents to us and also from the County to residents. We do that now with some of our flood control areas, specifically the river watch in your District, in Mount Vernon. And it's – it's been very effective over the last seven or eight years. I don't know exactly what a communication system might look like in this particular instance. But I think that we're certainly open. The way we would probably do it is to use our existing citizen org network. It would be focused on these neighborhoods and this – this particular – these particular public uses. It's actually managed 24/7 through our Office of Emergency Management. There is a lot of ways that it can be deployed and we'd certainly be open to looking at all those options. But I would – I would want to engage the advisory group to help us do that. That's why we want the group.

Commissioner Sargeant: Okay. And one final question. We heard during the public hearing about future plans for interchange improvements which, from what I saw from the – from the illustrations, may or may not interfere with the – with bus stops along that way. And I just wanted to clarify that if you could.

Kristin Calkins, Planner III, Department of Transportation: Kristin Calkins, with the Department of Transportation, we're putting up a graphic of the intersection improvement located in proximity to the homeless shelter. There should not be any negative consequences for access and egress to and from the homeless shelter with this improvement. It will improve the ability of people to cross the North Chambliss connection to Beauregard Street as it removes the unsignalized, unprotected cross walk and creates a four-way intersection where all the crossings will be pedestrian signalized. So we're not anticipating any conflicts between the intersection improvement and the construction of the homeless shelter.

Commissioner Sargeant: And about – and the bus stops?

Ms. Calkins: And – and the bus stops – the bus stops will be fine. It will actually, probably, improve the ability for the buses to stop. As that free-flow movement will now come into control of the intersection.

Commissioner Sargeant: Thank you.

Chairman Murphy: Before I recognize Ms. Hurley, I just want to clarify a point. We had a public hearing on this item and we closed the public hearing. And Ms. Strandlie was recognized to go into some preliminary discussion with staff on some new items that were not brought up at the public hearing. So, in order to be fair to everybody, I just have instructed our Chief Clerk that all

the information that you are now hearing will be on verbatim starting with my recognition of Ms. Hanley – Ms. Strandlie rather on this – on this application. Ms. Hurley.

Commissioner Hurley. Thank you, Mr. Chairman. If a resident is refused access to the facility for some reason that doesn't rise to the issue – to the level of being arrested or calling an ambulance but is just not admitted where does he or she go? What happens to them?

Mr. Klein: We would be looking at a plan for that individual when that's happening. So, if in fact a staff person was stating that that person was not able to enter the shelter, we would be cognizant of that. The staff person would be. And a plan of action would be developed in terms of what that might look like. We would also be aware of the security issues that would, you know, would arise if – if they chose not to and the police would be contacted if they chose not to leave the area.

Mr. Stalzer: Mr. Klein.

Commissioner Hurley: So they would either...

Mr. Stalzer: Mr. Klein can you elaborate on specifically what happens today at Bailey's or Reston if in fact – because we do encounter that? Can you address that? Because the protocol will be the same in the future as it is today, so we need to make that clear.

Tom Barnette, Program Manager, Office to Prevent and End Homelessness: Good evening. My name is Tom Barnette, Program Manager at the Office to Prevent and End Homelessness. The emergency shelters are part of a housing crisis response system where there is a triage that happens at each of the shelters where individuals are prioritized based on their housing status and need. So, the priority is on sheltering people who are – would be unsheltered without the access to the shelter. Some people present to the shelter that have other options. And so in those cases where they do have other options, we encourage them to utilize those things and we provide services where they are for individuals that are unsheltered and are willing to come into shelter, we offer them a bed or coordinate with other shelters, or, depending on the season, other hypothermia prevention sites, that may be operating out of different houses of worship. It much depends on the season and the potential risk that the individual may be facing outside. There is no simple one answer to...

Commissioner Hurley: I'm sorry. I'm not – I didn't make my question clear.

Mr. Barnette: I'm sorry.

Commissioner Hurley: Some of the local residents are concerned about people who are refused at – residents who are refused admission that night because, perhaps, they've been drinking.

Whatever – not in compliance with all the rules. What happens right now at Bailey's? What will happen to the new facility if somebody – a resident arrives and is refused admission? You know, it's not deserving of arrest, it's not deserving of calling an ambulance. Are they escorted offsite? What happens to them?

Mr. Barnette: The simplest shortest answer is that they're – they are turned away from the shelter. That's not the first option or choice for individuals that are in shelter, but some individuals when they don't – when we don't have the capacity to serve them, may be turned away.

Commissioner Hurley: And they just are turned away at the door and they stay – they might stay in the area?

Mr. Barnette: That – that triage and prioritization process ensures that people that need shelter can access it. Those that have other options, can go somewhere else. But in cases where someone is turned away, they may go either stay with friends or family, or may go to another shelter, or stay at some other location.

Commissioner Hurley: So they're not escorted offsite? They're not taken away from the immediate vicinity?

Mr. Barnette: I think it depends on each site and in this case we'll be certainly be working with the onsite security and the other facility staff to make sure that they're not loitering on the property.

Commissioner Hurley: And one last – one last question...

Chairman Murphy: Please, this is not an audience participation program. Ask you to please, maintain correct attitude.

Commissioner Hurley: And one last but four-part question. Mr. Stalzer, you talked about the timeline. But just four specific dates – if this is approved, when would construction start? Number two, when would residents start moving in? Number three, when do you anticipate the residents would leave? And, I think, you said fall of 2019. And four, when would the site be restored to current or better conditions?

Mr. Stalzer: I think I have all of your questions and timeline. We – we would anticipate having the temporary shelter facility ready for occupancy in the fall of 2017. Close with AvalonBay in late 2017. These are approximates. We would want to have the temporary facility ready in time. We're not going to occupy until the last possible minute. But there needs to be some transition period between the old and the new. We – we would anticipate AvalonBay beginning

construction in early 2018. They would begin to clear the site. Obviously, we would have to be out of the shelter. The shelter would be utilized from – from that point. Let's say the end of 2017 until the time that the new shelter is online. And we're saying fall of 2019. So, roughly, a two-year period. It would, probably, take six months – three to six months. We haven't really looked at the demobilization of the modulars but it could be done quickly. They're modulars, they're temporary. We can get them moved quickly. The remediation of the site should be relatively basic. So that should happen three to six months after the new shelter is open. We can give you a more defined timeline, probably, down at the end of the week. So, I'm just giving you ball park.

Commissioner Hurley: And when would you start construction if this is approved?

Mr. Stalzer: Of the temporary or the permanent?

Commissioner Hurley: No, just the temporary. This what we're talking about. Just the temporary site. When would you start construction that people would lose access to the current field, etcetera?

Mr. Stalzer: We would begin the site work in February of 2017.

Chairman Murphy: Anyone else?

Commissioner Flanagan: Yes.

Chairman Murphy: Mr. – Mr. Flanagan and then here you go.

Commissioner Flanagan: Yes, so, thank you, Mr...

Chairman Murphy: Oh, go ahead, Ms. Strandlie on the point.

Commissioner Strandlie: Yes, I just wanted to follow up. The whole point of having the Advisory Committee is to address the concerns that Commissioner Hurley raised about what would happen in a particular scenario. So, the answer that we received was a general answer but this Committee will start well over a year in advance to determine any – any solutions that need to be addressed that are workable for the community. So, I fully anticipate that these issues will be raised and resolved as they are ongoing.

Chairman Murphy: Mr. Flanagan and Mr. Sargeant.

Commissioner Flanagan: Yes, thank you, Mr. Chairman. There were two pieces of information at the – provided at the public hearing that we heard. That – I now have been in contact with staff and I have had some answers that, I think, are satisfactory. The – the first one was the Land Use

Committee – the Mason District Land Use Committee. The last meeting they had with County staff was on June 28. And at that time staff indicated that the closure date of the existing shelter was to be March 1<sup>st</sup> but that – that had now been – that was flexible. And that there was a chance that the current facility could remain there beyond that date of March 1<sup>st</sup> and, thereby, possibly not necessitate the construction of the temporary shelter. So, that – that prospect is lingered with some of those people who testified at the public hearing. And when I investigated with staff who pursued that – the answers to that unresolved issue, I was told that the staff did agree that it could be that the date of March 1 for closure was not fixed. And that they did go back to the developer and asked about delaying that closure date and they were told that the developer would not agree to a closure date beyond December 1 of 2017. So, therefore, the necessity for the temporary shelter was, you know, certain, and that the relocation would have to occur before the completion of the permanent shelter. The – now is that correct?

Mr. Stalzer: Can I – can I clarify, please?

Commissioner Flanagan: Can you – can you tell me whether that's correct?

Mr. Stalzer: I'll try. The March 2017 date was the correct date based on the original agreement that was approved by the Board of Supervisors and ultimately signed by AvalonBay in February of 2016. That was premised on the decisions that have taken longer than several weeks or months being made. Those decision including where we would locate the shelter temporarily as well as moving forward with the rezoning process have taken longer. So, as a result of that, the County and the developer have determined that it's in our – our individual and collective best interests to move the closing date from March of 2017 until December of 2017. Hence, the schedule pushes out in terms of when we would need the temporary facility. So, generally, what you've described is accurate, but there are reasons why in fact the dates have changed.

Commissioner Flanagan: Yes, I appreciate the reasons but I was more interested in giving the community an explanation for why it couldn't be later than December of 2017.

Mr. Stalzer: And, depending on what the Commission decides tonight, if there is an approval of the application tonight, the County Executive will authorize a contract amendment with AvalonBay tomorrow extending that closing date to December 2017. If another decision is made, then we'll have to reevaluate that because, obviously, we need to have a place to locate the shelter before we can commit to moving forward with the project.

Commissioner Flanagan: The second question that I have was done – dealt with closure date. And during the public hearing – after the public hearing, I asked staff the question as to when the shelter – well then the park would be available again after the temporary shelter is removed. And I was told by staff the other day that, well, of course, I think, the reason why I got a fuzzy answer on the – at the public hearing was because you really didn't have the permanent site secure yet. I



guess, you have secured that site for your testimony tonight and so you're ready to go forward with the construction of the permanent site.

Mr. Stalzer: If we get the regulatory approval, the Planning Commission has to adhere and then the Board has to approve it.

Commissioner Flanagan: Sure, I understand. But at the time, evidently, at the public hearing that was – that assurance was not there so consequently, I couldn't get that assurance from you at the public hearing but I, I think I can get it from you tonight. At least I was told that by phone from – with your staff. So, I have transmitted all that information to the other Commissioners in the meantime and, I think, that I just want to be sure that the information I gave them, you know, by email is correct. That the – that the – the – you anticipate, I would say, by 2020 that the – there will be no further need for the...

Mr. Stalzer: Actually, fall of 2019.

Commissioner Flanagan: 2019. Well, that's better yet.

Mr. Stalzer: The – the new shelter will be open and operational by fall of 2019. We anticipate returning the field to its original state also in fall of 2019.

Mr. Flanagan: And I understand the only thing that will not, that the improved the park once it's restored will be better than the condition that it is now. And the only remaining question is to whether the parking that is provided for the temporary shelter will remain as part of the parkacreage. And that answer we don't have yet. Is that correct that the senior center will be determined whether that – that – that parking will be kept or whether that will be returned to park as well?

Mr. Stalzer: We do not have a determination on that. We can, certainly, return that parking area to its original state. There may be some advantage either for the senior center or the senior housing facility for some additional amount of parking. But, again, that could be something we can talk to the facility managers about as well as the Advisory Committee. But we're – we're certainly willing and able to – to go in whatever direction we need to on that.

Commissioner Flanagan: Thank you for confirming my – my email to the other Commissioners.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. One comment. Echoing Commissioner Hurley's comments and Commissioner Strandlie's response in terms of working things out later through the advisory group, which, I think, is – is a good plan. Having said that, it is just slightly

frustrating that we are working with the 2232 process on three basic issues by which we make a call. So, I would ask, that as you consider those issues for the future, perhaps, memorialize them somewhere, so we all know what we're working from, including the residents. But also consider that this is not business as usual in terms of how this facility operates. This is – it may seem like that for those who are experienced and – and quite professional in responding to these concerns of residents and even the Planning Commission. But consider going beyond. Quite simply if there is a way of transporting somebody who is not admitted to this facility. Find a way to get them someplace else. That should be quite simple in this scenario. It's going to take just one incident and something's going to come back here or somewhere else even worse. So, I think, do not consider this from experience business as usual. It's not. And do everything possible that can be done if we do this to make sure that any of those concerns are addressed even ones you don't normally have to address.

Mr. Stalzer: We do understand that. I appreciate the Commission stating that clearly and we're happy to communicate as we move forward in any degree of detail both operationally and in the context of the 2232 parameters.

Chairman Murphy: Okay. Thank you. All right. Ms. Strandlie, for action.

Commissioner Strandlie: Okay. Thank you very much. I agree with Commissioner Sargeant and, if it's appropriate, I would be happy to serve as a member of the Advisory Committee or as an ex officio, or just to keep an eye on things.

Chairman Murphy: Please. I don't want to keep reminding you. Ms. Strandlie.

Commissioner Strandlie: Okay. Thank you. I will just make a statement and then we will go into the motion.

Chairman Murphy: Go ahead.

Commissioner Strandlie: It's okay? There have been many developments since the Land Use Committee meeting and the Planning Commission hearing. We've had the opportunity to examine the issues and come to a determination. One of the primary concerns was that the County intended to make the temporary shelter the permanent site for a new shelter. That was never a possibility and now that concern is completely off the table. Another concern was that the shelter residents were forced to leave the shelter during the day. That too has been addressed as residents will be allowed to remain in the shelter during the day. In addition, the County will assist with transportation as necessary and is determined through the – the Advisory Committee process. We also know there is no best practice of locating shelters 2500 feet away from schools, day cares or grouped homes. As we have learned, Fairfax County shelters are part of the community and not pushed aside into solely industrial areas. In fact, Fairfax County shelters are

located next to day cares, libraries and residential developments. In Falls Church City, in fact, the shelter is located right behind Don Beyer Volvo and next to the residential developments. We also know that the senior center was upgrading security as part of the renovation process and not anticipating lock down as a result of a potential temporary shelter. The green space will continue to be usable by the seniors in the community. The seniors will not lose their gardens. There are many parks and open spaces within one mile of Lincolnia Senior Center for use by the community as well as a continued use of the field. While there will continue to be the need for ongoing conversations and adjustments, the Advisory Committee will provide programmatic input as well site plan comments. And I talked to staff about that. I think that's very important that that occurs. Many of the items in the staff report said they will be determined at site plan. So that will be an important part of the input. And the Committee will be in place until the permanent shelter is opened. Now just for some background on Land Use Process, the Planning Commission tonight's vote. As the Planning Commissioner for the Mason District, I have attended every public meeting, toured the senior center grounds on several occasions, including at the invitation of and with senior center volunteer Kathy Hoyt, inspected the current shelter site and surrounding land, researched other Districts experiences with shelter applications, including reviewing the Planning Commission hearing on the Kate Hanley shelter, where there like here, the community was almost uniformly opposed. I've asked tough questions of staff and have vetted the materials, statements and positions submitted by the community. I want to thank the residents who submitted very thoughtful questions as we did follow up and, hopefully, you can tell by the updates and answers offered by staff. There's also a long list of frequently asked questions that are posted on the – on the website. I can assure you that the Planning Commission take – we take our job very seriously. And it must be noted that the Planning Commissioners work closely with staff and if the magisterial district has one the District Land Use Committee. However, Planning Commissioners are not obligated to adhere to the recommendations of staff nor the Land Use Committees. We apply our independent judgment after great thought and research. The process of the land use – the purpose of the land use process is to seek public input, identify issues with applications and address them if possible. While I know many will disagree with the statement, the public process in this case worked. There were multiple opportunities for input over a three-month period. The Planning Commission hearing ensured that all voices were heard. In addition, the County staff answered each and every question submitted independently by the public during the time period between the public meetings. We received a stack of correspondence. I read every single letter and, I'm sorry, I wasn't able to respond to everyone. But it was a quite a bit of information. Out of this public input process a permanent site was obtained and adjustments were made to the delivery of service to the homeless among many other – among many other things. Finally, after much reflection, I am going to make a motion to approve the application. Contrary to what I have read or heard, my motion and position were not predetermined. My first reaction to learning of this proposed location was how I would feel if my one hundred-and-two-year-old grandmother were a resident of the assisted living center or a participant in the adult day care. I took this very seriously. I also informed staff that a County 2232 application was not guaranteed approval and that all the t's

must be crossed and all the i's must be dotted. It should also be noted that my vote is but one vote. Residents have communicated with every Commissioner who will vote on this matter. Further if I would to make a motion to deny, other Commissioners could decide to vote "no" and the application could still be approved. We have had several split votes in very difficult cases lately, as we can all attest. The outcome of tonight's decision will be the decision of the Fairfax County Planning Commission as a whole. And with that, Mr. Chairman, I move – I CONCUR WITH THE STAFF'S CONCLUSION THAT THE PROPOSAL BY THE FAIRFAX COUNTY DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES TO CONSTRUCT A TEMPORARY FACILITY FOR THE BAILEY'S CROSSROADS COMMUNITY SHELTER AT 4710 NORTH CHAMBLISS STREET, ALEXANDRIA, VIRGINIA 22312 SATISFIES THE CRITERIA, LOCATION – THAT THE CRITERIA OF LOCATION, CHARACTER AND EXTENT, AS SPECIFIED IN *VIRGINIA CODE* SECTION 15.2-2232, AS AMENDED. THEREFORE, MR. CHAIRMAN, I MOVE THAT THE PLANNING COMMISSION FIND THE SUBJECT APPLICATION 2232-M16-22 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? Ms. Hurley.

Commissioner Hurley: I was ready to vote "aye" on this. I think the community has done...

Commissioner Hart: Mic, mic.

Commissioner Hurley: Sorry. I was ready to vote "aye." I think the community, the staff have worked very closely finding the new site, on resolving the issue of residents that have had before (inaudible) I really wanted to vote "yes"; however, I remain concerned about what happens when a resident is denied admission. I still haven't heard what happens to them and I am forced to abstain.

Chairman Murphy: Further discussion of the motion. All those in favor of the motion to approve 2232-M16-22, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries with one abstention - Ms. Hurley.

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(The motion carried by a vote of 8-0-1. Commissioner Hurley abstained. Commissioners Keys-Gamarra, Lawrence, and Migliaccio were absent from the meeting.)

IK

**PLANNING DETERMINATION**

Section 15.2 -2232 of the Code of Virginia



Number: 2232-M16-22

Acreage: 4.83 Ac.

District: Mason

Tax Map ID Number: 72-2((1))43

Address: 4710 North Chambliss Street  
Alexandria, VA 22132Planned Use: Public Facilities, Gov't. &  
InstitutionalApplicant: Public Private Partnerships Branch,  
Building Design and Construction Division, DPWES

Proposed Use: Temporary facility for Bailey's Crossroads Community Shelter



500 FEET

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

Board Agenda Item  
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INFORMATION – 3

Planning Commission Action on Application 2232-M15-24 (Temporary Facility for a Fire and Rescue Station) (Mason District)

On Wednesday, June 29, 2016, the Planning Commission voted 8-0 (Commissioners Hurley, Keys-Gamarra, Murphy, and Lawrence were absent from the meeting) to 2232-M15-24 met the criteria of character, location, and extent, as specified in Section 15.2-2232 of the Code of Virginia and is substantially in accord with the provisions of the adopted Comprehensive Plan.

Application 2232-M15-24 sought to construct a temporary fire and rescue station facility located at 6631 and 6637 South Street and 3023 Annandale Road, Falls Church. Tax Map: 50-4 ((21)) 1 & 2, and 50-4 ((1)) 5A. Area I.

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpt

Attachment 2: Vicinity map

STAFF:

Robert A. Stalzer, Deputy County Executive

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

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-M15-24 – DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES/CAPITAL FACILITIES

After Close of the Public Hearing

Vice Chairman de la Fe: Public hearing is closed. Ms. Strandlie.

Commissioner Strandlie: Thank you, Mr. Chairman. I'd like to thank staff for a considerable amount of work on this. I know you've been working on this for a very long time. We've had many, many meetings, both in the – with the Land Use Committee and with the community. Friends of mine who live in the community have told me that you all have been very good about sending emails and keeping in touch and doing a lot of really good advance and outreach with the community. This is the first of two hearings tonight. We will next hear the application for the – from the Board of Supervisors to actually construct the new permanent site. This is definitely not going to be a permanent site. The permanent site is going to be rebuilt on the current location of the fire station, which is near Loehmann's Plaza. Therefore, Mr. Chairman, I would like to make a motion. I concur with the staff's conclusion that the proposal by the Department of Public Works and Environmental Services to replace Jefferson Fire and Rescue Station Number 18 at 3101 Hodge Place, Falls Church, Virginia, satisfies the criteria of location, character, and extent, as specified in Virginia Code Section 15.2-2232, as amended. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND THE SUBJECT APPLICATION 2232-M15-23 [sic] SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioners Flanagan and Migliaccio: Second.

Vice Chairman de la Fe: Seconded by Mr. Migliaccio and Mr. Flanagan. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? Motion carries. Thank you very much.

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Vice Chairman de la Fe: Before we leave, I am told that Ms. Strandlie has something to say regarding the previous cases.

Commissioner Strandlie: Thank you, Mr. Chairman. Before we close the public hearings, we need to clarify a number transposing on the temporary fire station. So the number of the 2232 that I gave for that one is one off. So we're going to have a quick redo and if you will bear with me, this is something that we already voted on – that we're going to get the number straight. Here we go. Thank you, Mr. Chairman. I concur with the staff's conclusion that the proposal by the Department of Public Works and Environmental Services to replace Jefferson Fire Station Number 18 at 3101 Hodge Place, Falls Church, Virginia, satisfies the criteria of location,



character, and extent, as specified in *Virginia Code* Section 15.2-2232, as amended. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND THE SUBJECT APPLICATION 2232-M15-24, SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioners Flanagan and Hedetniemi: Second.

Vice Chairman de la Fe: Seconded by Commissioners Flanagan and Hedetniemi. Any discussion? All those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? Motion carries.

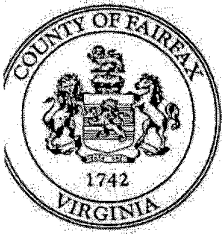
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(The motion carried by a vote of 8-0. Commissioners Hurley, Keys-Gamarra, Murphy, and Lawrence were absent from the meeting.)

JLC

**PLANNING DETERMINATION**

Section 15.2 -2232 of the Code of Virginia



Number: 2232-M15-24

Acreage: 1.2 Ac.

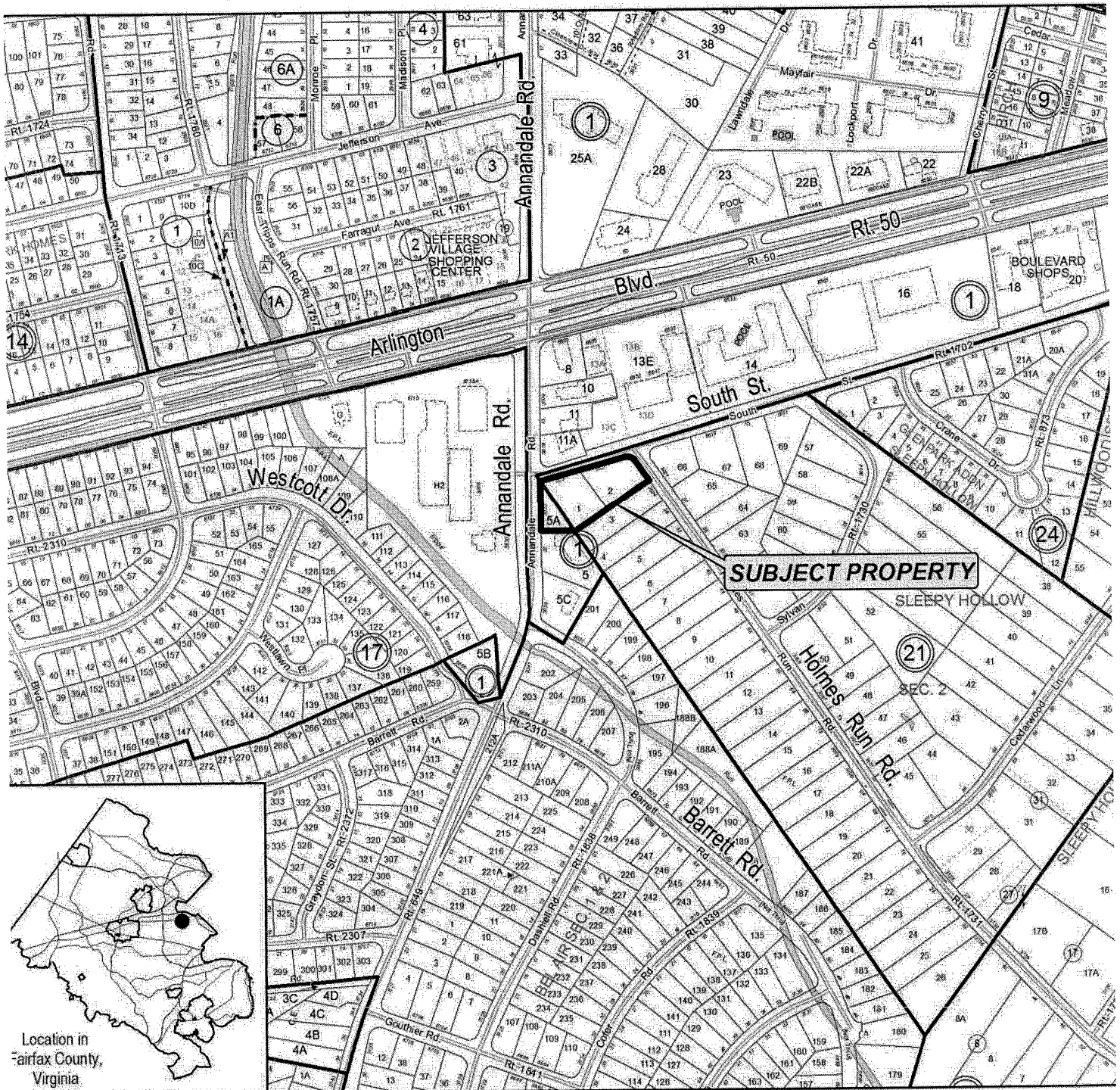
District: Mason

Tax Map ID Number: 50-4((21))1, 2;  
50-4((1))5AAddress: 6631 and 6637 South Street &  
3023 Annandale Rd., Falls Church, VA 22042

Planned Use: Office and Retail &amp; Other

Applicant: Fairfax County Department of  
Public Works and Environmental Services

Proposed Use: Temporary Fire and Rescue Station Facility

Location in  
Fairfax County,  
Virginia

500 FEET

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

INFORMATION – 4

Notification of the Continuum of Care Program Funding Application and  
Certification of Consistency with the Consolidated Plan

ISSUE:

The Office to Prevent and End Homelessness (OPEH) coordinated one Continuum of Care Program application on behalf of various County agencies as well as Fairfax County non-profit organizations. HUD requires that the projects included in the Continuum of Care Program application be certified as consistent with the County's Consolidated Plan. Combating homelessness for both families and individuals is a high priority in the County's Five-Year Consolidated Plan for FY 2016-2020. The plan was approved by the Board on April 28, 2015. Therefore, the projects in the Continuum of Care Program application are consistent with this priority.

The CoC Program application was due on September 14, 2016. The application was due earlier than previous years and due to the Board of Supervisors meeting schedule, the Board was briefed on the County's intent to apply for CoC funding and the requirement to certify the projects in the CoC Program application are consistent with the Consolidate Plan at the Human Services Committee meeting on July 19, 2016. The presentation given at the Human Services Committee meeting fulfilled all HUD requirements; therefore, the County Executive signed the Certification of Consistency with the Consolidated Plan on August 24, 2016.

Total grant funding of \$8,835,595 was requested and supports a total of 25 homeless assistance projects. While one Continuum of Care Program application is submitted on behalf of both County agencies and Fairfax County non-profit organizations, funding is awarded directly to the County agency or non-profit organization administering the project. The County applied for a total of 5 projects and non-profit organizations applied for a total of 20 projects. Anticipated grant funding awarded directly to the County is included in the Federal-State Grant Fund as part of the FY 2017 Adopted Budget Plan. Therefore, staff will process these awards administratively in accordance with Board policy. However, if the actual County grant awards received are significantly different from what is included in the FY 2017 Adopted Budget Plan, another item will be submitted to the Board requesting appropriation of grant funds.

BACKGROUND:

The Fairfax-Falls Church community has been very successful for more than two decades in applying for and receiving HUD Continuum of Care funds. These funds

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have contributed to the development of a core continuum of services to enable homeless families and individuals to move toward stable housing. The housing opportunities provided under the Continuum of Care grant funds play a critical role in achieving the metrics called for in the Fairfax County Housing Blueprint, and meeting the goals of the 10-Year Plan to Prevent and End Homelessness in the Fairfax-Falls Church Community.

There are 23 existing projects that are eligible for renewal in the 2016 Continuum of Care application. All of these projects were included in the 2015 Continuum of Care award. In addition to the existing projects, a non-profit organization is applying for a new housing project. The County also applied for a CoC planning grant. This is consistent with funding awarded in the past and, if awarded, staff will process this award administratively as per Board policy. This brings the total Continuum of Care applications to 25.

In summary, if awarded, Continuum of Care Program funding will provide the following:

- One year of continued funding of permanent supportive housing for 375 formerly homeless individuals with disabilities.
- One year of continued funding of permanent supportive housing for 27 families with a disabled head of household with minor children.
- One year of continued funding of rapid rehousing for both families and individuals, 11 households where the head of household is between the ages of 18-24 and an additional 30 households, all coming from emergency shelters, places not meant for human habitation or fleeing domestic violence.
- New funding for one project to provide rapid rehousing to 32 individuals all coming from emergency shelters, places not meant for human habitation or fleeing domestic violence.
- One year of funding to support continued planning efforts and HUD compliance for our homeless service delivery system.

Attachment 1 summarizes the Continuum of Care Program applications, with projects sponsored by County agencies listed first followed by those sponsored by non-profit organizations.

FISCAL IMPACT:

Total Continuum of Care Program funding of \$8,835,595 was requested and supports a

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total of 25 homeless assistance projects. Funding is awarded directly to the County agency or non-profit organization administering the project. Anticipated grant funding awarded directly to the County is included in the Federal-State Grant Fund as part of the FY 2017 Adopted Budget Plan. Therefore, staff will process these awards administratively in accordance with Board policy. However, if the actual County grant awards received are significantly different from what is included in the FY 2017 Adopted Budget Plan, another item will be submitted to the Board requesting appropriation of grant funds.

POSITIONS:

There are no grant positions associated with the CoC program.

ENCLOSED DOCUMENTS:

Attachment 1 – HUD 2016 Continuum of Care Applications

Attachment 2 – Certification of Consistency with the Consolidated Plan

STAFF:

Patricia Harrison, Deputy County Executive

Dean H. Klein, Director, OPEH

Julie Maltzman, CoC Lead Manager, OPEH

Tom Fleetwood, Director, Department of Housing and Community Development

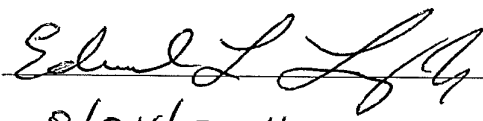
## HUD 2016 CONTINUUM OF CARE GRANT APPLICATIONS

Project Description	HUD Funding
<b>Grants Sponsored by County Agencies</b>	
<b>1. DFS with partners, RISE – Renewal 08/17-07/18</b> – 20 leased units providing permanent supportive housing for 20 formerly homeless families with a disabled head of household.	\$518,327
<b>2. DHCD/Pathway Homes, Shelter Plus Care #1 – Renewal 04/17-03/18</b> – 29 leased units providing permanent supportive housing for 34 formerly homeless individuals with severe mental illness.	\$531,097
<b>3. DHCD/Pathway Homes, Shelter Plus Care #9 – Renewal 08/17-07/18</b> – 22 leased units providing permanent supportive housing for 25 formerly homeless individuals with severe mental illness	\$382,826
<b>4. DHCD/Pathway Homes, Shelter Plus Care #10 – Renewal 06/17-05/18-</b> 50 leased units providing permanent supportive housing for 59 formerly homeless individuals with severe mental illness. DHCD SPC #2 and #10 were consolidated into SPC #10.	\$863,287
<b>5. Office to Prevent and End Homelessness, Planning Grant – 9/17-8/18</b> – One year of funding to support continued planning efforts and HUD compliance for our homeless service delivery system.	130,000
<b>Grants Sponsored by Non-Profit Agencies</b>	
<b>6. Christian Relief Services of Virginia, 1994 CRS/Pathway Homes/ PRS SHP – Renewal 07/17-06/18</b> – 6 owned units providing permanent supportive housing for 16 formerly homeless individuals with severe mental illness.	\$234,041
<b>7. Christian Relief Services of Virginia, 1995 CRS/Pathway Homes/ PRS SHP – Renewal 02/17-01/18</b> – 4 owned units providing permanent supportive housing for 14 formerly homeless individuals with severe mental illness.	\$312,405
<b>8. Christian Relief Services Charities, 1991 CRS/Pathway Homes SHP – Renewal 01/18-12/18</b> – 7 owned units providing permanent supportive housing for 16 formerly homeless individuals with severe mental illness.	\$146,344
<b>9. Pathway Homes, 1991 SHP – Renewal 01/18-12/18</b> – 6 units owned providing permanent supportive housing for 18 formerly homeless individuals with severe mental illness.	\$171,513
<b>10. Pathway Homes, 2007 SHP – Renewal 12/17-11/18</b> – 7 leased units providing permanent supportive housing for 7 formerly chronically homeless individuals with severe mental illness.	\$174,429
<b>11. Pathway Homes, 2009 SHP – Renewal 11/17-10/18–</b> 7 leased units providing permanent supportive housing for 7 formerly chronically homeless individuals with severe mental illness.	\$174,114
<b>12. Pathway Homes, 2011 SHP – Renewal 09/17-08/18</b> – 10 leased units and 1 leased group home providing permanent supportive housing for 25 formerly homeless or chronically homeless individuals with severe mental illness.	\$355,749
<b>13. Pathway Homes, 2014 SHP – Renewal 08/17-07/18</b> – 50 leased units providing permanent supportive housing for 55 chronically homeless individuals with severe mental illness.	\$1,290,862
<b>14. Pathway Homes, 2015 SHP – Renewal 10/17-09/18</b> – 22 leased units providing permanent supportive housing for 22 formerly chronically homeless individuals with severe mental illness.	\$544,804

<b>Project Description</b>	<b>HUD Funding</b>
<b>15. PRS, Inc., PRS Intensive Supportive Housing – Renewal 09/17-08/18 –</b> 1 owned group home providing permanent supportive housing for 6 formerly homeless individuals with severe mental illness.	\$176,591
<b>16. FACETS, TRIUMPH PSH – Renewal 02/17-01/18 –</b> 7 leased units providing permanent supportive housing for 9 formerly chronically homeless individuals.	\$173,953
<b>17. FACETS, TRIUMPH II PSH –Renewal 1/18-12/18 –</b> 12 leased units providing permanent supportive housing for 18 formerly chronically homeless individuals.	\$320,532
<b>18. FACETS, TRIUMPH III PSH – Renewal 10/17-09/18 –</b> 10 leased units providing permanent supportive housing for 10 formerly chronically homeless individuals.	\$237,467
<b>19. FACETS, Linda’s Gateway PSH – Renewal 10/17-09/18 –</b> 2 leased group homes providing permanent supportive housing for 12 formerly chronically homeless individuals and 2 leased units providing permanent supportive housing to 2 chronically homeless families.	\$432,351
<b>20. New Hope Housing, PSH Group Homes – Renewal 08/17-7/18 –</b> 2 group homes (one leased and one owned) providing permanent supportive housing for 16 formerly chronically homeless individuals. (consolidated – Max’s Place and Gartlan House)	\$361,672
<b>21. New Hope Housing, Milestones – Renewal 07/17-06/18 –</b> 4 owned units providing permanent supportive housing for 5 formerly homeless families with a disabled head of household.	\$63,577
<b>22. New Hope Housing, Just Home Fairfax – Renewal 11/17-10/18 –</b> 3 leased units providing permanent supportive housing for 6 formerly chronically homeless individuals.	\$88,310
<b>23. The Alternative House, Transitioning Age Youth Rapid Rehousing – Renewal 10/17-09/18 –</b> Rapid Rehousing (rental assistance and supportive services) for 11 households for those between the ages of 18 and 24, with and without accompanying children.	\$285,780
<b>24. Shelter House, Rapid Rehousing Project – Renewal 10/17-09/18 –</b> Rapid Rehousing (rental assistance and supportive services) for 30 households, both families and individuals.	\$451,010
<b>25. FACETS, Rapid Rehousing Project – New –</b> Rapid Rehousing (rental assistance and supportive services) for 32 homeless individuals.	\$414,554
<b>Total</b>	<b>\$8,835,595</b>

**Certification of Consistency  
with the Consolidated Plan**U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Fairfax County CoCProject Name: List AttachedLocation of the Project: Fairfax County, VA  
  
Name of the Federal  
Program to which the  
applicant is applying: HUD CoC ProgramName of  
Certifying Jurisdiction: Fairfax County, VirginiaCertifying Official  
of the Jurisdiction  
Name: Edward L. Long Jr.Title: County ExecutiveSignature: Date: 8/24/2016



**Attachment to Form HUD-2991**  
**Certification of Consistency with the Consolidated Plan**  
**2016 Fairfax County Continuum of Care (CoC)**  
**Grant Process Applicant and Project Names**

**FEDERAL PROGRAM:** Continuum of Care Program

***Applicant and Project Name:***

1. Fairfax County Dept. of Family Services; RISE
2. Fairfax County Dept. of Housing and Community Development; DHCD/Pathway Homes SPC Grant #1
3. Fairfax County Dept. of Housing and Community Development; DHCD/Pathway Homes SPC Grant #9
4. Fairfax County Dept. of Housing and Community Development; DHCD/Pathway Homes SPC Grant #10
5. Fairfax County Office to Prevent and End Homelessness; Planning Grant
6. Christian Relief Services of Virginia Inc.; 1994 CRS/Pathway Homes/PRS SHP
7. Christian Relief Services of Virginia Inc.; 1995 CRS/Pathway Homes/PRS SHP
8. Christian Relief Services Charities, Inc.; 1991 CRS/Pathway Homes SHP
9. Pathway Homes, Inc.; 1991 Pathway Homes SHP
10. Pathway Homes, Inc.; 2007 Pathway Homes SHP
11. Pathway Homes, Inc.; 2009 Pathway Homes SHP
12. Pathway Homes, Inc.; 2011 Pathway Homes SHP
13. Pathway Homes, Inc.; 2014 Pathway Homes SHP
14. Pathway Homes, Inc.; 2015 Pathway Homes SHP
15. PRS, Inc.; PRS Intensive Supportive Housing
16. FACETS, Inc.; TRIUMPH
17. FACETS, Inc.; TRIUMPH II
18. FACETS, Inc.; TRIUMPH III
19. FACETS, Inc.; Linda's Gateway
20. New Hope Housing, Inc.; PSH Group Homes
21. New Hope Housing, Inc.; Milestones
22. New Hope Housing, Inc.; Just Home Fairfax
23. The Alternative House, Inc.; TAY Rapid Rehousing
24. Shelter House Inc.; Rapid Rehousing Project
25. FACETS, Inc.; Rapid Rehousing Project

**Name of Certifying Jurisdiction:** Fairfax County, Virginia

**Certifying Official Name and Title:** Edward L. Long, Jr., County Executive

**Signature:** Edward L. Long, Jr. **Date:** 8/24/2016

INFORMATION - 5

Fairfax County Transportation Status Report

The Fairfax County Department of Transportation (FCDOT) prepared its biannual report to the Board of Supervisors on transportation projects and activities within the County, called the "Fairfax County Transportation Status Report." The report includes an update on all active projects, including those projects in the Third Four-Year Transportation Program for FY2013 through FY2016 and the Transportation Project Priorities (TPP) for funding for FY2015 through FY2020.

The Third Four-Year Transportation Program for FY2013 through FY2016, which was approved by the Board of Supervisors on July 10, 2012, was designed to enhance mobility, promote and increase safety, and create choices for the commuting public with multi-modal projects that added capacity, reduced congestion, connected missing sidewalk and bicycle links, and provided safe access to transit facilities.

On January 28, 2014, the Board approved the TPP for funding for FY2015 through FY2020. It is envisioned that the TPP will be revised periodically, resulting in a rolling funding plan for County transportation projects. It will also be updated to reflect actions of the Commonwealth Transportation Board, the Northern Virginia Transportation Authority, and other funding agencies.

The attached August 2016 Fairfax County Transportation Status Report includes a project status report with active projects from the current and previous Four-Year Programs, projects in the TPP, and projects in Fairfax County funded and/or implemented by other external sources and agencies. TPP projects for which project scoping and initial coordination has begun or is projected to begin in FY2017 are included in the Project Status Report section of Attachment 1. TPP projects that have not yet been scoped are listed in the County Transportation Project Priorities section of Attachment 1.

This report includes project updates through August 2016, and has been compiled by FCDOT staff in consultation with implementation partners, including the Department of Public Works and Environmental Services, George Mason University, the Metropolitan Washington Airports Authority, the Virginia Department of Transportation, and the Washington Metropolitan Area Transit Authority. Major milestones that have occurred since August 2, 2016, will be included in the next report.

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Status reports are posted on the FCDOT website following the Board's review, and project updates from the report will be added to the interactive web-based map on the FCDOT website that is available to the public. The web map graphically shows project locations and allows the user to click on a project and see basic information, including project name, scope, and status. The web map can be accessed at: <http://fairfaxcountygis.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=bAAF92E9625B401BB54187F2B2D5B8AF>. Finally, the project updates will be loaded into the transportation project layers in the County's GIS system, which will be available as a resource to County staff.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Transportation Status Report available online at:  
[http://www.fairfaxcounty.gov/fcdot/pdf/fctsr/fctsr\\_8-2016.pdf](http://www.fairfaxcounty.gov/fcdot/pdf/fctsr/fctsr_8-2016.pdf)

STAFF:

Robert A. Stalzer, Deputy County Executive  
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)  
Tom Biesiadny, Director, Fairfax County Dept. of Transportation (FCDOT)  
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities  
W. Todd Minnix, Chief, Transportation Design Division, FCDOT  
Eric M. Teitelman, Chief, Capital Projects and Operations Division, FCDOT  
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT  
Michael J. Guarino, Transportation Planner IV, Capital Projects Section, FCDOT  
Smitha L. Chellappa, Transportation Planner III, Capital Projects Section, FCDOT  
Dan Stevens, Transportation Planner II, Capital Projects Section, FCDOT

Board Agenda Item  
September 20, 2016

11:00 a.m.

Matters Presented by Board Members

11:50 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. *Michael Evans v. Cigna Health and Life Insurance Company Health Insurance Plan and County of Fairfax*, Case No. CL-2016-0002267 (Fx. Co. Cir. Ct.)
  - 2. Verizon, Virginia, Inc., Underpayment of Cable Franchise Fees and Coxcom, LLC, d/b/a Cox Communications Underpayment of Cable Franchise Fees and Public, Educational and Governmental Access Grants
  - 3. *David J. Laux and Tara K. Laux a/k/a Tara K. Long v. Board of Supervisors of Fairfax County, James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services, and the Commonwealth of Virginia*, Record No. 16-1018 (Fourth Cir.) (Mason District)
  - 4. *Cheri Zosh v. Fairfax County, Virginia*, Case No. 1:16cv910-AJT-JFA (E.D. Va.)
  - 5. *Magaly Hernandez v. Fairfax County, Virginia*, Case No. 1:16cv502-AJT-MSN (E.D. Va.)
  - 6. *Jeffrey Luster v. Jonathan D. Lowery, Universal Protection Service GP Inc., Universal Protection Service LLC, Taubman Centers Inc., Taubman Company LLC, and LT Fair Oaks LLC*, Case No. 1:15cv1622 (E.D. Va.)
  - 7. *Lenir Richardson v. Officer O.J. Faulk, Officer D.N. Custer, Officer Rizza, Commonwealth of Attorney [sic], Sergeant Mario Torres*, Case No. 1:15cv1489 (E. D. Va.)
  - 8. *Anthony D. Craft v. County of Fairfax, Virginia*, Case No. 1:16cv86 (E.D. Va.)
  - 9. *Jonathan Clark and Carolyn Clark v. Fairfax County Board of Supervisors and Leslie B. Johnson, Zoning Administrator, and Jonathan Clark and Carolyn Clark v.*

*Virginia Department of Housing and Community Development, State Building Code Technical Review Board and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia, Record No. 161151 (Appeal to Va. Supreme Court) (Mason District)*

10. *Patricia Tomasello v. Michael Reilly, Peter Pullins, Tim Young, Edward Brinkley, Glen Jackson, Michael Louis, Daniel Kwiatkowski, Sheryl Hemmingway, James Sobota, John Diamantes, Manuel Anthony Barrero, Guy Morgan, Phyllis Schwartz, Terry Hall, John Caussin, Richard Bowers, Brian Edmonston, Case No. CL-2016-0007306 (Fx. Co. Cir. Ct.)*
11. *Victor Vega v. Larry Collins, Fairfax County Board of Supervisors, Fairfax County Police Department, Fairfax County Department of Risk Management, and Colonel Edwin C. Roessler Jr., Case No. CL-2015-0017926 (Fx. Co. Cir. Ct.)*
12. *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.)*
13. *Jason Portillo-Soriano v. The Cincinnati Casualty Company and County of Fairfax, Case No. CL-2016-0011777 (Fx. Co. Cir. Ct.)*
14. *Wilbur Morrison v. The Cincinnati Casualty Co, et al., Case No. CL-2016-0011776 (Fx. Co. Cir. Ct.)*
15. *Vincent Dennis Randazzo, Administrator of Estate of Michael Vincent Randazzo v. Sandra Mauldin, Case No. CL-2016-0009634 (Fx. Co. Cir. Ct.)*
16. *Landmark Homeowners Association, Mark E. Fraser, and Deborah J. Fraser v. Board of Supervisors of Fairfax County, Virginia, Case No. CL-2016-0009836 (Fx. Co. Cir. Ct.) (Mason District)*
17. *Salma Nazary and Karim Nazary v. Fairfax County Zoning and Planning Department, Case No. CL-2016-006246 (Fx. Co. Cir. Ct.) (Springfield District)*
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Dino Mitchell, Case No. CL-2007-0008571 (Fx. Co. Cir. Ct.) (Providence District)*

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Uttam S. Das and Utpala Das*, Case No. CL-2016-0007784 (Fx. Co. Cir. Ct.) (Springfield District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lloyd G. Strickland*, Case No. CL-2016-0008753 (Fx. Co. Cir. Ct.) (Springfield District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Marisol Ferrel*, Case No. CL-2016-0005993 (Fx. Co. Cir. Ct.) (Providence 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. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. A. Brian Bartlett*, Case No. CL-2015-0011709 (Fx. Co. Cir. Ct.) (Providence District)
24. *Tournament Drive, LLC, and Mehdi Rofougaran v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2016-0006677 (Fx. Co. Cir. Ct.) (Mason District)
25. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Muhsin Sislioglu*, Case No. CL-2016-0005751 (Fx. Co. Cir. Ct.) (Dranesville District)
26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Chom Sun Cholihan*, Case No. CL-2013-0012453 (Fx. Co. Cir. Ct.) (Sully District)
27. In Re: January 13, 2016, Decision of the Board of Zoning Appeals of Fairfax County, Case No. 2016-0002178 (Fx. Co. Cir. Ct.) (Hunter Mill District)
28. *David J. Laux and Tara K. Laux, a/k/a Tara K. Long v. James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services, and Brian J. Foley, Fairfax County Building Official*, Case No. CL-2016-0009340 (Fx. Co. Cir. Ct.) (Mason District)
29. *Board of Supervisors of Fairfax County, Virginia, James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services, and Fairfax County Park Authority v. James G. Lowe and Teresa L. Lowe*, Case No. CL-2016-0010771 (Fx. Co. Cir. Ct.) (Mount Vernon District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Manoj Kumar Ramnani, Ria Ramnani, and Apex Custom Pools LLC*, Case No. CL-2016-0012298 (Fx. Co. Cir. Ct.) (Springfield District)
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Laretta Marshall*, Case No. CL-2016-0010299 (Fx. Co. Cir. Ct.) (Springfield District)
32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Stuart E. Supinger and Judy C. Supinger*, Case No. CL-2016-0011132 (Fx. Co. Cir. Ct.) (Sully District)
33. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Abas Corporation and A. Matthew Bastani*, Case No. CL-2016-0011631 (Fx. Co. Cir. Ct.) (Providence District)
34. *Eric Todd Demoulin v. Detective Stephen M. Augustine*, Case No. GV16-014622 (Fx. Co. Gen. Dist. Ct.)
35. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yao Yuan*, Case No. GV16-014483 (Fx. Co. Gen. Dist. Ct.) (Sully District)
36. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Peter S. Trent*, Case No(s). GV16-011344 and GV16-011345 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Thomas F. Lepore and Rosemary J. Lepore*, Case Nos. GV16-011656 and GV16-011657 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
38. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Junghi Weiss*, Case No. GV16-011658 (Fx. Co. Gen. Dist. Ct.) (Sully District)
39. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Gregory Miklasiewicz*, Case Nos. GV16-011091 and GV16-011092 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
40. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Janice T. McCallum*, Case Nos. GV16-004924 and GV16-011655 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
41. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. LaHoussaine Amajoud and Fatima Amajoud*, Case Nos. GV16-011297, GV16-011298, GV16-011299, GV16-011338, and GV16-011339 (Fx. Co. Gen. Dist. Ct.) (Lee District)



42. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Maria Mateus and Sareena Corporation*, Case No(s). GV16-012825 and GV16-012826 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
43. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Harry M. Studds*, Case No. GV16-006124 (Fx. Co. Gen. Dist. Ct.); *Leslie B. Johnson, Fairfax County Zoning Administrator v. Harry M. Studds*, Case No. GV16-006125 (Lee District)
44. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Charles Brennt*, Case No. GV16-015089-00 (Fx. Co. Gen. Dist. Ct.) (Mason District)
45. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Wallace K. Hsueh and Victoria S. Hsueh*, Case No. GV16-017406 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mohammad Y. Sikder*, Case No. GV16-017407 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
47. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sandy Ying-Tang Cheng and Yuk Yee Cheng*, Case Nos. GV-16-011340, GV16-011341, GV16-011342, and GV16-011343 (Fx. Co. Gen. Dist. Ct.) (Lee District)
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Larry M. Kirkpatrick*, Case Nos. GV16-012827 and GV16-012828 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
49. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County v. Deutsche Bank Trust Company Americas*, Case No. GV16-017138 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

Board Agenda Item  
September 20, 2016

3:30 p.m.

Public Hearing on SE 2015-MV-019 (Charles County Sand & Gravel Company, Inc.) to Permit Heavy Industrial Use (Concrete Batching Plant), Located on Approximately 5.23 Acres of Land Zoned I-6 (Mount Vernon District)

This property is located at 9520 Gunston Cove Road, Lorton, 22079. Tax Map 107-4 ((1)) 62A.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, June 16, 2016, the Planning Commission voted 6-4 (Commissioners Hedetniemi and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2015-MV-019, subject to the approval of the proposed Development Conditions dated March 8, 2016; and
- Approval of a modification of Sections 13-303 and 13-304 of the Zoning Ordinance for the transitional screening and barrier requirements to that shown on the SE Plat.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Mary Ann Tsai, Planner, DPZ

Board Agenda Item  
September 20, 2016

3:30 p.m.

Public Hearing on PCA 84-S-027-08 (Macs Retail LLC,) to Amend the Proffers, Conditions, and Conceptual Development Plan for RZ 84-S-027, Previously Approved for Residential Development and Secondary Commercial Uses, to Permit a Service Station Quick-Service Food Store and Modification of Open Space Requirements with an Overall Floor Area Ratio of 0.24, Located on Approximately 37,561.79 Square Feet of Land Zoned PDH-3, WS (Sully District)

This property is located in the NorthEast quadrant of the intersection of Westfields Boulevard and Sequoia Farms Drive. Tax Map 44-3 ((7)) B3 (part).

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing will be held on September 14, 2016. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Carmen Bishop, Planner, DPZ

Board Agenda Item  
September 20, 2016

3:30 p.m.

Public Hearing on SEA 97-L-065 (Dogwood Petroleum Realty, LLC) to Amend SE 97-L-065, Previously Approved for a Service Station/Mini-Mart, to Convert to a Service Station/Quick Service Food Store and Permit Associated Modifications to Site Design and Development Conditions; and to Permit Modification to the 75 Foot Setback from an Interstate Right-of-Way, Located on Approximately 1.24 Acres of Land Zoned C-6 (Mount Vernon District)

This property is located at 8071 Alban Road, Springfield, 22150. Tax Map 99-1 ((17)) 3.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 13, 2016, the Planning Commission voted 10-0 (Commissioners Lawrence and Murphy were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 97-L-065, subject to the Development Conditions dated June 28, 2016; and
- Approval of a modification of Section 2-414 of the Zoning Ordinance requiring that commercial buildings be located 75 feet from an interstate right-of-way to permit the building to remain approximately 58 feet.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Angelica Gonzalez, Planner, DPZ

Board Agenda Item  
September 20, 2016

3:30 p.m.

Public Hearing on PCA B-715 (L & F Bock Farm, LLC) to Amend the Proffers for RZ B-715, Previously Approved for Residential Use, to Permit Deletion of Land Area, Located on Approximately 4.38 Acres of Land Zoned PDH-5 (Mount Vernon District) (Concurrent with RZ 2015-MV-015 and SE 2015-MV-030)

and

Public Hearing on RZ 2015-MV-015 (L & F Bock Farm, LLC) to Rezone from PDH-5 to R-8 to Permit Independent Living Facilities and Modification of the Minimum District Size Requirements with a Total Density of 29.22 Dwelling Units per Acre, Located on Approximately 4.38 Acres of Land (Mount Vernon District) (Concurrent with PCA B-715 and SE 2015-MV-030)

and

Public Hearing on SE 2015-MV-030 (L & F Bock Farm, LLC) to Permit Independent Living Facilities, Located on Approximately 4.38 Acres of Land Zoned PDH-5 and Proposed as R-8 (Mount Vernon District) (Concurrent with RZ 2015-MV-015 and PCA B-715)

This property is located at approximately 0.1 mile SouthWest of the Intersection of Hinson Farm Road and Parkers Lane. Tax Map 102-1 ((1)) 3C (part).

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 13, 2016, the Planning Commission voted 10-0 (Commissioners Lawrence and Murphy were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA-B-715;
- Approval of RZ 2015-MV-015, subject to the proffers contained in Appendix 1 of the Staff Report;
- Approval of SE 2015-MV-030, subject to the proposed Development Conditions contained in Appendix 2 of the Staff Report; and
- Approval of the following waivers and modifications:

Board Agenda Item  
September 20, 2016

- Modification of Section 3-806 of the Zoning Ordinance for a 5 acre minimum district size to permit 4.38 acres;
- Modification of the age requirement listed in Paragraph 1 of Section 9-306 of the Zoning Ordinance from 62 years of age to 55 years of age;
- Waiver of the direct access requirement to a collector street or a major thoroughfare in Paragraph 9 of Section 9-306 of the Zoning Ordinance;
- Modification of the maximum building height listed in Paragraph 9 of Section 9-306 of the Zoning Ordinance from 50 feet to 55 feet;
- Modification of the eastern minimum side yard requirement contained in Paragraph 10A of Section 9-306 from 50 feet to 41 feet;
- Modification of the minimum front yard requirements contained in Paragraph 10B of Section 9-306 of the Zoning Ordinance from 30 feet to 25 feet;
- Modification of the transitional screening and barrier requirements in Sections 13-303 and 13-304 of the Zoning Ordinance to permit landscaping and barriers as shown on the GDP/SE Plat; and
- Modification of the required loading space requirement listed in Section 11-203 of the Zoning Ordinance.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Laura Arseneau, Planner, DPZ

Board Agenda Item  
September 20, 2016

3:30 p.m.

Public Hearing on RZ 2016-MV-008 (JR Land, LLC) to Rezone from R-1 to the I-6 Zoning District with an Overall Floor Area Ratio of 0.5, Located on Approximately 15,238 Square Feet of Land (Mount Vernon District)

This property is located on the North Side of Mims Street, approximately 800 Feet NorthWest of its Intersection with Richmond Highway. Tax Map 113-2 ((1)) 18 (part).

PLANNING COMMISSION RECOMMENDATION:

On Thursday, July 21, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors approval of RZ 2016-MV-008.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Wanda Suder, Planner, DPZ

Board Agenda Item  
September 20, 2016

3:30 p.m.

Public Hearing on PCA 86-C-054-02/ CDPA 86-C-054 (General Dynamics Corporation) to Amend the Proffers and Conceptual Development Plan for RZ 86-C-054, Previously Approved for Office Use, to Permit Office Use and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.20, Located on Approximately 21.69 Acres of Land Zoned PDC (Hunter Mill District)

This property is located on the South side of Sunset Hills Road, North of Dulles Airport Access Road and West of Hunter Mill Road. Tax Map 18-3 ((1)) 11 B1.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing will be held on September 14, 2016. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Mary Ann Tsai, Planner, DPZ



4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Shape Factor in the R-C District; Increase in Residential Building Height; and Minor Lot Line Adjustments

ISSUE:

The proposed amendment addresses several items that are set forth in the 2016 Zoning Ordinance Amendment Work Program, including shape factor in the R-C District and an increase in building height for single family detached dwellings in the R-C, R-E and R-1 Districts. The amendment also facilitates the minor adjustment of lot lines between corner lots and the adjacent lots when such lots do not meet the current lot area, lot width and/or shape factor requirements, but met the requirements that were in effect when the lots were created.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, July 28, 2016, the Planning Commission voted 9-0 (Commissioners Keys-Gamarra, Lawrence, and Migliaccio were absent from the meeting) to recommend to the following actions to the Board of Supervisors:

- Approval of the “Shape Factor in the R-C District; Increase in Residential Building Height, and Minor Lot Line Adjustments” Zoning Ordinance Amendment, as amended on July 20, 2016, and with an effective date of 12:01 a.m. on the day following adoption.
  - This recommended language includes a maximum shape factor of up to 35 in the R-C District and a shape factor of up to 65 in the R-C District with special exception approval by the Board of Supervisors. In addition, the recommended language would allow the Board to approve an increase in shape factor in the R-C District for environmental protection reasons in addition to a portion of the property being required for the establishment of a wastewater or stormwater management facility and/or the provision of a stream valley trail as an out-lot.
- Approval that lots in the R-C District that have been recorded in the Fairfax County Land Records on or before the effective date of the amendment be grandfathered from the shape factor requirement.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Board of Supervisors' authorization to advertise - June 7, 2016; Planning Commission Public Hearing – July 20, 2016; Deferred Planning Commission Decision – July 28, 2016; Board of Supervisors" (Board) public hearing - September 20, 2016, at 4:00 p.m.

BACKGROUND:

The proposed amendment consists of three components pertaining to the addition of shape factor in the R-C District; an increase in single family dwelling building height in the R-C, R-E and R-1 Districts; and the facilitation of minor lot line adjustments for certain lots. Specifically, the amendment:

1. Allows a lot to be created in the R-C District that complies with the R-C District regulations and other applicable regulations, and such lot may be used for any use permitted in the R-C District pursuant to a Building Permit, provided that all such lots, except for lots designated as open space or lots developed under the cluster provisions requiring special exception approval from the Board of Supervisors, shall have a shape factor of less than or equal to 35, or lots with a shape factor greater than 35 but less than 50 may be permitted with special exception approval by the Board.
2. When a lot is subject to a lot width waiver special exception from the Board, exclude the pipestem portion of such lot from the shape factor requirement.
3. Allows a minor adjustment of lot lines between corner lots and contiguous lots when such lots do not meet the current minimum district size, lot area, lot width and/or shape factor requirements of the zoning district in which located, but such lots met the requirements of the Zoning Ordinance in effect at the time of recordation, provided that the reconfigured lots contain either the same lot area as existed prior to the adjustment of the lot lines or a greater area than existed prior to the adjustment of lot lines which results in a reduced number of lots. Such minor adjustment of lot line between corner lots and contiguous lots may change the road frontage or orientation of the lot, provided that there shall be no additional lots or outlots created, the number of lots that does not comply with the current minimum lot width requirement shall not be increased, and the amount of lot width noncompliance shall not be aggravated. In addition, such adjustment of

lot lines shall not create or aggravate any existing noncompliance with regard to minimum lot area, shape factor or minimum yard requirements.

4. Allows the maximum building height for single family detached dwellings to be increased from 35 feet to 40 feet in the R-C, R-E and R-1 Districts, provided a minimum required yard of 50 feet is maintained from all lot lines for any dwelling with a height greater than 35 feet. However, in order to provide the Board the flexibility to consider a taller maximum building height and/or other minimum required yards, the proposed amendment is advertised to allow an increase in maximum building height from the current 35 feet up to 45 feet and provides a range of 40 to 60 feet for the minimum required yard for single family dwellings greater than 35 feet in height. The Board can select any maximum height or minimum required yard within the advertised range and still be within the scope of advertisement.

A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 3.

At the Planning Commission public hearing on July 20, 2016, testimony was given by the development community that, although they supported the addition of a shape factor in the R-C District in order to prevent some of the R-C District lots that were being created that were highly irregular in shape, it was their contention that a higher shape factor than the 35 by right and up to 50 with special exception approval recommended by staff should be permitted in the R-C District. The development community believed that a higher shape factor in the R-C District was appropriate given that lots in the R-C District are served by well and septic and may also have other environmental constraints. In order to balance the need for the establishment of a shape factor in the R-C District to ensure more orderly development while maintaining flexibility to accommodate environmental factors, the Planning Commission recommended that the maximum shape factor in the R-C District remain at the proposed 35, but allow the Board to approve a special exception for an increase in shape factor up to 65 in the R-C District rather than the proposed 50. In addition, the Planning Commission recommended that the standards for granting a special exception for an increase in shape factor in the R-C District be broadened to include environmental protection reasons in addition to a portion of the property being required for the establishment of a wastewater or stormwater management facility and/or the provision of a stream valley trail as an outlot. As such, the Planning Commission recommended that a new Par. 1 be added to Sect. 9-626, Provisions for Modifying Shape Factor Limitations, that incorporates the recommended language. Although the recommended changes to Sect. 9-626 were not part of the original staff recommendation, such changes are within the scope of advertisement and may be considered by the Board. The Planning Commission recommended language is enclosed as Attachment 1.

Board Agenda Item  
September 20, 2016

In addition, the Planning Commission supported Staff's recommendation concerning the increase in the maximum allowable building height for single family dwellings in the R-C, R-E and R-1 Districts from 35 feet up to 40 feet, provided there is a minimum required rear yard of 50 feet from all lot lines for any dwelling with a building height greater than 35 feet. The advertised range would allow any building height between 35 and 45 feet and any minimum required yard between 40 and 60 feet to be considered by the Board.

Finally, the Planning Commission supported staff's recommendation concerning minor lot line adjustments for those lots that do not meet the current lot size requirements, but met the requirements in effect when the lots were originally recorded in the land records.

REGULATORY IMPACT:

The addition of a shape factor requirement in the R-C District, and the additional flexibility in the minor lot line adjustment provisions between corner lots and contiguous lots that do not meet the current lot size requirements but met the requirements in effect when the lots were recorded, would result in lots that are more regularly shaped and, therefore, more desirable and easier to develop and maintain. The increase in building height in the R-C, R-E, and R-1 Districts when structures are setback a certain distance from all property boundaries provides flexibility and allows for more creativity in single family dwelling design, while mitigating the impact of the additional height on adjacent properties.

FISCAL IMPACT:

The proposed amendment will not require any additional review by staff or cost to the public and, as such, there will be no fiscal impacts to applicants or staff.

ENCLOSED DOCUMENTS:

Attachment 1 – 7/20/2016 Planning Commission Recommended Proposed Amendment  
Attachment 2 – Planning Commission Verbatim Excerpt

Staff Report available online at:

<http://www.fairfaxcounty.gov/dpz/zoningordinance/proposed/shapefactor.pdf>

STAFF:

Robert A. Stalzer, Deputy County Executive  
Fred Selden, Director, Department of Planning and Zoning (DPZ)  
Leslie B. Johnson, Zoning Administrator, DPZ  
Lorrie Kirst, Senior Deputy Zoning Administrator, DPZ

**PLANNING COMMISSION RECOMMENDED  
PROPOSED AMENDMENT**

**July 20, 2016**

*This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of June 7, 2016, and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, as other amendments may be adopted prior to action on this amendment. In the case of such an event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.*

*The Planning Commission Recommended Changes are Noted in Bold Italics*

1 **Amend Article 2, General Regulations, Part 4, Qualifying Lot and Yard Regulations, as**  
2 **follows:**

3  
4 **- Amend Sect. 2-401 to read as follows:**

5  
6 **2-401 Limitations on Subdivision of a Lot and Creation of Lots in the R-C District**

- 7  
8 1. Only a lot that exceeds the minimum provisions of this Ordinance may be  
9 subdivided to create more lots, and only then where the resultant lots shall  
10 themselves meet such minimum provisions, except for a minor adjustment of lot  
11 lines or consolidation of lots as may be permitted under Sect. 405 below.  
12  
13 2. In order to assure the orderly subdivision of land and avoid sharply acute angles  
14 in lots lines, elongated appendages, extreme width to depth ratios, and other  
15 configurations that would serve to circumvent the purpose and intent of this  
16 Ordinance, lots located in the R-E, R-1, R-2, R-3, R-4, R-5 or R-8 Districts and  
17 the single family portions of a PDH, PDC or PRC District may be subdivided and  
18 used for any use permitted in the zoning district in which located under this  
19 Ordinance pursuant to a Building Permit, provided that the following shape factor  
20 limitations are met:  
21  
22 A. Except for lots designated as open space, lots depicted on an approved  
23 development plan in a PRC District, lots depicted on an approved final  
24 development plan in a PDH or PDC District and lots located in a cluster

subdivision approved under the provisions of Sect. 9-615, all lots shall have a shape factor less than or equal to thirty-five (35) or shall meet the provisions of Par. 2B below.

B. Lots with shape factors greater than thirty-five (35) but less than fifty (50) may be permitted with special exception approval by the Board pursuant to Sect. 9-626.

C. Lots located within the R-2, R-3 or R-4 Districts which are approved by the Director for cluster development, or lots which are subject to a waiver of the minimum lot width requirements approved by the Board of Supervisors in accordance with Part 6 of Article 9, shall exclude the pipestem portion of a pipestem lot from the shape factor computation. The lot perimeter shall include the width of the pipestem portion of the lot at the point where it joins the main portion of the lot.

3. A lot may be created in the R-C District that complies with the R-C District regulations and any other applicable regulations, and such lot may be used for any use permitted in the R-C District pursuant to a Building Permit, provided that the following shape factor limitations are met:

A. Except for lots designated as open space or lots developed under the cluster provisions of Sect. 9-615, all lots shall have a shape factor less than or equal to thirty-five (35) or shall meet the provisions of Par. 3B below.

B. Lots with shape factors greater than thirty-five (35) but less than ~~fifty (50)~~ sixty-five may be permitted with special exception approval by the Board pursuant to Sect. 9-626.

**- Amend Sect. 2-405, Permitted Reduction in Lot Size Requirements for Certain Existing Lots, by revising Par. 1B to read as follows:**

1. If a lot was recorded prior to March 1, 1941, or if a lot was recorded prior to the effective date of this Ordinance, and said lot met the requirements of the Zoning Ordinance in effect at the time of recordation, then such lot, either as a single lot or in combination with other such lots pursuant to a Building Permit, may be used for any use permitted in the zoning district in which located under this Ordinance even though the lot(s) does not meet the minimum district size, lot area, lot width and/or shape factor requirements of the district, provided all other regulations of this Ordinance can be satisfied.

This provision shall not apply to any such lot which, subsequent to the effective date of this Ordinance, is rezoned at the request of the owner or his agent or is subdivided by the owner or his agent, except for:

- A. A subdivision resulting from a voluntary dedication by the owner or a

condemnation or acquisition of a portion thereof for public purposes by any governmental agency; or

B. A subdivision for a minor adjustment of lot lines, which may be permitted by the Director in accordance with Chapter 101 of The Code and the following:

(1) Such subdivision shall only be to consolidate land area of contiguous lots, or to rearrange lot lines in order to reallocate land area between contiguous lots such that the reconfigured lots contain either the same lot area as existed prior to the adjustment of the lot lines or a greater area than existed prior to the adjustment of the lot lines which results in a reduced number of lots; and

(2) There shall be no additional lots or outlots created, no increase in the maximum density and the resultant lot lines shall not create any new or aggravate any existing noncompliance with regard to minimum lot area, lot width, shape factor or minimum yard requirements; or

(3) Notwithstanding the preceding paragraph, a minor adjustment of lot lines may occur between corner lots and contiguous lots that changes the road frontage or orientation of the lots, provided that there shall be no additional lots or outlots created, the number of lots that does not comply with the current minimum lot width requirement shall not be increased, and the amount of lot width noncompliance shall not be aggravated. In addition, such adjustment of lot lines shall not create or aggravate any existing noncompliance with regard to minimum lot area, shape factor or minimum yard requirements.

**Amend Article 3, Residential District Regulations, R-C, R-E and R-1 Districts, Sections 3-C07, 3-E07 and 3-107, Bulk Regulations, as follows:**

- **Amend Par. 1A of Sections 3-C07, 3-E07 and 3-107 to read as follows:**

1. Maximum building height

A. Single family dwellings: 35 feet, provided, however, the maximum building height shall be 40 feet, provided there is a minimum required yard of 50 feet from all lot lines for any dwelling with a building height greater than 35 feet.

- **Amend Par. 2A of Sect. 3-C07 to read as follows:**

2. Minimum yard requirements

A. Except as provided for in Par. 1A above, single family dwellings

(1) Front yard: 40 feet

(2) Side yard: 20 feet

(3) Rear yard: 25 feet

**- Amend Par. 2A of Sect. 3-E07 to read as follows:**

2. Minimum yard requirements

A. Single family dwellings

(1) Conventional subdivision lot

(a) Front yard: 50 feet

(b) Side yard: 20 feet

(c) Rear yard: 25 feet

(2) Cluster subdivision lot

(a) Front yard: 30 feet

(b) Side yard: 15 feet, but a total minimum of 40 feet

(c) Rear yard: 25 feet

Notwithstanding the above, any single family dwelling with a building height greater than thirty-five (35) feet shall be subject to the provisions of Par. 1A above.

**- Amend Par. 2A of Sect. 3-107 to read as follows:**

2. Minimum yard requirements

A. Single family dwellings

(1) Conventional subdivision lot

(a) Front yard: 40 feet

(b) Side yard: 20 feet

(c) Rear yard: 25 feet



(2) Cluster subdivision lot

(a) Front yard: 30 feet

(b) Side yard: 12 feet, but a total minimum of 40 feet

(c) Rear yard: 25 feet

Notwithstanding the above, any single family dwelling with a building height greater than thirty-five (35) feet shall be subject to the provisions of Par. 1A above.

**Amend Article 9, Special Exception, Part 6, Category 6 Miscellaneous Provisions Requiring Board of Supervisors' Approval, Sect. 9-626, Provisions for Modifying Shape Factor Limitations, to read as follows:**

1. **The Board may approve a lot with a shape factor greater than thirty-five (35) but less than sixty-five (65) in the R-C District if it determines that:**
  - A. **The increase in shape factor results in a development that preserves and/or minimizes the impact on existing vegetation, topography, historic resources and/or other environmental features; or**
  - B. **A portion of the property is required for the establishment of a wastewater system private water supply system, stormwater management facility, and/or a stream valley trail as an outlot within the proposed subdivision, provided that there is no alternative location on the property being subdivided for the proposed facility or trail.**
2. The Board may approve a lot with a shape factor greater than thirty-five (35) but less than fifty (50) in the R-E, R-1, R-2, R-3, R-4, R-5 and R-8 Districts if it determines that a portion of the property is required for the establishment of a wastewater and/or stormwater management facility or a stream valley trail as an outlot within the proposed subdivision, provided that there is no alternative location on the property being subdivided for the proposed facility or trail.
3. Any subdivider **applicant** seeking approval of an increase in shape factor **between thirty-five (35) and fifty (50) pursuant to Paragraphs 1 or 2 above,** shall provide sufficient justification for any such increase in order to establish compliance with the above requirements.



## County of Fairfax, Virginia

## MEMORANDUM

August 2, 2016

**TO:** Lorrie Kirst, Assistant Zoning Administrator  
Zoning Administration Division  
Department of Planning and Zoning

**FROM:** Jill Cooper, Executive Director *JC*  
Planning Commission Office

**SUBJECT:** **ZONING ORDINANCE AMENDMENT (Shape Factor in the R-C District; Increase in Residential Building Height; and Minor Lot Line Adjustment)**  
**Countywide**

At its July 28, 2016 meeting, the Planning Commission voted 9-0 (Commissioner Keys-Gamarra, Lawrence and Migliaccio were absent from the meeting) to **RECOMMEND APPROVAL** of the above-referenced amendment. A copy of the verbatim transcript is attached.

This memo serves a record of the Planning Commission's recommendation to the Board of supervisors and not as the final approval. The amendment is still subject to final decision by the Board of Supervisors. Should you need any additional information, please contact the Planning Commission Office at (703) 324-2865.

Attachment (a/s)

cc: James R. Hart, Planning Commissioner, At-Large  
Leslie B. Johnson, Zoning Administrator, Zoning Administration Division, Department of Planning and Zoning  
Catherine A. Chianese, Assistant County Executive, Clerk to the Board of Supervisors, County Executive Office  
July 28, 2016 date file

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](http://www.fairfaxcounty.gov/planning)



ZONING ORDINANCE AMENDMENT – SHAPE FACTOR IN THE R-C DISTRICT;  
INCREASE IN RESIDENTIAL BUILDING HEIGHT; AND MINOR LOT LINE  
ADJUSTMENT

Decision Only During Commission Matters  
(Public Hearing Held on July 20, 2016)

Commissioner Hart: Yes, thank you, Mr. Chairman. On July 20, the Planning Commission held a public hearing on the Zoning Ordinance Amendment regarding Shape Factor in the R-C District, Increase in Residential Building Height, and Minor Lot Line Adjustments. I, first, want to thank the citizens and industry representatives who testified at the public hearing and who submitted written comments which are included in the record. I also want to thank staff for their fine work on this Amendment, particularly, Lorrie Kirst and the Zoning Administrator Leslie Johnson. When we first adopted the Shape Factor Amendment, the R-C District was intentionally omitted. In November of 2006, when the Commission first acted on this topic, I made a follow on motion to recommend a later review of whether the R-C District could be included. Ten years later, here we are. To date, in the other residential districts, nobody has requested a special exception for shape factor, and we have seen relatively orderly development that has not been universally true in the R-C District. Much of the R-C District is not served by public sewer, some of it has poor soils, and we recognized in 2006 that some lots may need some irregular configurations to have a contiguous septic drain field site. Nevertheless, in the years since adoption of shape factor in the other districts, sanitation technology has evolved, and alternative septic systems have facilitated extensive additional residential development on land that might, otherwise, have been undeveloped. Problems have arisen in the R-C District with the by-right subdivision of land into freakishly irregular shapes, with long tentacles and unusable extensions, done not to locate septic drain fields but instead to maximize lot yield on land which was downzoned in 1982 to protect water quality in the Occoquan Basin. At the direction of the Board of Supervisors, staff developed an amendment to extend shape factor restrictions to the R-C District, with some flexibility allowed through a special exception process. Staff also has conducted extensive outreach with citizens and industry. The amendment, as advertised, has staff's favorable recommendation, with which I largely concur, although, I also agree to some extent with the industry concerns regarding flexibility. In an attempt to balance those points of view, I will recommend that we include language allowing environmental concerns as a further justification for special exception for shape factor, as well as raising the potential shape factor to 65 for the special exception process. I agree with staff that a shape factor of 35 is appropriate for by-right lots and is consistent with the other zoning districts. I also believe that a shape factor of up to 65, rather than 50, may be appropriate when we are into the special exception process. While going up to 65 may allow slightly more irregular lots in exceptional circumstances, including consideration of environmental issues, I believe that the special exception process, with two public hearings and case-by-case review, affords adequate protection from abuse of the system. I

ZONING ORDINANCE AMENDMENT – SHAPE FACTOR IN THE R-C DISTRICT;  
INCREASE IN RESIDENTIAL BUILDING HEIGHT; AND MINOR LOT LINE  
ADJUSTMENT

believe a shape factor of 65 is more than adequate to allow sufficient design flexibility, given the examples we have seen. As to the building height component of the amendment, I tend to agree that it is acceptable to allow home builders in three residential districts with larger lots, R-C, R-E and R-1, to go slightly higher than currently allowed, so long as the structure is 50 feet from the lot lines. This flexibility will allow more opportunity for high ceilings, high rooflines and walkout basements. While it is true that a height variance theoretically can be requested, it can already be requested for that purpose, without any setback limitations, and we are not changing those existing provisions, which already have very rigorous standards. Very few height variances have ever been requested, and this amendment will not make that process any easier. Non-residential uses in the R-C, R-E and R-1 Districts also are outside the scope of this amendment. Special exception and special permit uses still go through a public hearing process with either the Planning Commission and Board of Supervisors, or the Board of Zoning Appeals, and are already subject to many other restrictions affecting height and impacts, such as angle of bulk plane, transitional screening and barrier requirements, among others. This amendment is not changing any of those restrictions, or affecting non-residential uses. The lot line adjustment provisions are logical and will facilitate better consolidations of railroad-type lots, leading to more orderly development and redevelopment. Therefore, Mr. Chairman, I will have two motions. First, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE SHAPE FACTOR IN THE R-C DISTRICT, INCREASE IN RESIDENTIAL BUILDING HEIGHT, AND MINOR LOT LINE ADJUSTMENTS ZONING ORDINANCE AMENDMENT BE APPROVED, SUBJECT TO THE JULY 20, 2016, PLANNING COMMISSION RECOMMENDED PROPOSED AMENDMENT, WHICH WAS DISTRIBUTED TO THE COMMISSION LAST WEEK, AND WITH AN EFFECTIVE DATE OF 12:01 A.M. ON THE DAY FOLLOWING ADOPTION. THIS RECOMMENDED LANGUAGE INCLUDES A MAXIMUM SHAPE FACTOR OF UP TO 35 IN THE R-C DISTRICT AND A SHAPE FACTOR OF UP TO 65 IN THE R-C DISTRICT WITH SPECIAL EXCEPTION APPROVAL BY THE BOARD OF SUPERVISORS. IN ADDITION, THE RECOMMENDED LANGUAGE WOULD ALLOW THE BOARD TO APPROVE AN INCREASE IN SHAPE FACTOR IN THE R-C DISTRICT FOR ENVIRONMENTAL PROTECTION REASONS IN ADDITION TO A PORTION OF THE PROPERTY BEING REQUIRED FOR THE ESTABLISHMENT OF A WASTEWATER OR STORMWATER MANAGEMENT FACILITY AND/OR THE PROVISION OF A STREAM VALLEY TRAIL AS AN OUT-LOT.

Commissioner Sargeant: Second.

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

Commissioner Flanagan: Just a question.

ZONING ORDINANCE AMENDMENT – SHAPE FACTOR IN THE R-C DISTRICT;  
INCREASE IN RESIDENTIAL BUILDING HEIGHT; AND MINOR LOT LINE  
ADJUSTMENT

Chairman Murphy: Yes.

Commissioner Flanagan: Is your motion end at the word “adoption” on the first sentence?

Commissioner Hart: No. That whole...

Commissioner Flanagan: The rest of it seems to be an explanation.

Commissioner Hart: Well, that was an explanation suggested by staff, which I have included verbatim in that paragraph. So, I think, it’s part of my motion. I have another motion too, but it’s all – it’s all there.

Commissioner Flanagan: Okay.

Chairman Murphy: All right. Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Zoning Ordinance regarding Shape Factor in the R-C District increase in residential building height, and Minor Lot Line Adjustments, as articulated by Mr. Hart, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Hart.

Commissioner Hart: Yes, thank you, Mr. Chairman. Secondly, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT LOTS IN THE R-C DISTRICT THAT HAVE BEEN RECORDED IN THE FAIRFAX COUNTY LAND RECORDS ON OR BEFORE THE EFFECTIVE DATE OF THE AMENDMENT BE GRANDFATHERED FROM THE SHAPE FACTOR REQUIREMENT.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

July 28, 2016

ZONING ORDINANCE AMENDMENT – SHAPE FACTOR IN THE R-C DISTRICT;  
INCREASE IN RESIDENTIAL BUILDING HEIGHT; AND MINOR LOT LINE  
ADJUSTMENT

//

(Each motion carried by a vote of 9-0. Commissioners Keys-Gamarra, Lawrence and Migliaccio were absent from the meeting.)

IK

Board Agenda Item  
September 20, 2016

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2013-CW-8CP, 2015 Heritage  
Resources Plan Update

ISSUE:

Plan Amendment (PA) 2013-CW-8CP proposes to amend the Comprehensive Plan to update information pertaining to Heritage Resources countywide. The amendment will add four new historic resources to the Fairfax County Inventory of Historic Sites (Inventory) tables and maps and incorporate current information relating to Inventory sites listed in the Comprehensive Plan.

PLANNING COMMISSION RECOMMENDATION:

On July 21, 2016 the Planning Commission voted unanimously (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment 2013-CW-8CP, found in appendix 1 of the Staff Report dated June 23, 2016.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – July 21, 2016  
Board of Supervisors' public hearing – September 20, 2016

BACKGROUND:

On December 7, 2009, the Board of Supervisors supported the creation of an annual process to revise Heritage Resource information in the Comprehensive Plan, responding to a request from the Fairfax County History Commission. Four new sites were added by the History Commission to the to the Inventory in 2015 and are now proposed to be added to the Comprehensive Plan Inventory tables and maps: 1) Fairview Farm, a (c. 1855) farm house in the Lee Supervisor District; 2) the Northern Virginia Regional Park Authority Headquarters, a Charles Goodman designed office building (1973) in the Springfield Supervisor District; 3) the Tinner Hill Historic District (c. 1900-1940) in the Providence Supervisor District; and 4) the Mackall-Hall House, a farm house (c. 1850-1890) in the Dranesville Supervisor District.

Board Agenda Item  
September 20, 2016

FISCAL IMPACT:  
None

ENCLOSED DOCUMENTS:  
Attachment I: Planning Commission Verbatim

The Staff Report for 2013-CW-8CP has been previously furnished and is available online at: <http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2013-cw-8cp.pdf>

STAFF:  
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)  
Marianne R. Gardner, Director, Planning Division (PD), DPZ  
Leanna H. O'Donnell, Branch Chief, Planning Division (PD), DPZ  
Stephanie Goodrich, Planner II, Policy and Plan Development Branch, PD, DPZ



PA 2013-CW-8CP – HERITAGE RESOURCE PLAN UPDATE (Countywide)

After Close of the Public Hearing

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you, Mr. Chairman. As indicated by the staff report, the Countywide Plan Amendment will update the information in the Plan's inventory of historic sites, tables, and maps, including the addition of four new sites, reflect changes where numerous searches uncovered more accurate information on sites, such as parcel numbers and addresses, reflect changes to the status of properties, such as listing in the National Register for demolition, and change the terminology of archeological dating. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2013-CW-8CP FOUND IN APPENDIX 1 OF THE STAFF REPORT DATED JUNE 23<sup>RD</sup>, 2016.

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 adopt PA 2013-CW-8CP, say aye.

Commissioners: Aye.

Chairman Murphy: Oppose? Motion carries.

//

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

JLC

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**REVISED**

**AGENDA**

- |       |  |
|-------|--|
| 8:30  | Reception for Hispanic Heritage Month, Lambert Conference Center, Room 8   |
| 9:00  | Presentations  |
| 10:30 | Public Hearing on the County and Schools' FY 2016 Carryover Review to Amend the Appropriation Level in the FY 2017 Revised Budget Plan |
| 10:50 | Board Appointments   |
| 10:50 | Items Presented by the County Executive  |

**ADMINISTRATIVE  
ITEMS**

- |   |  |
|---|--|
| 1 | Endorsement of a Resolution for Thomas Avenue to be Considered for Cut-Through Measures as Part of the Residential Traffic Administration Program (Dranesville District)   |
| 2 | Approval of Traffic Calming Measures and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Mason, Dranesville, Providence and Mount Vernon Districts)                          |
| 3 | Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Fair Ridge Drive (Sully District)   |
| 4 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Culmore Residential Permit Parking District, District 9 (Mason District)   |
| 5 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Springdale Residential Permit Parking District, District 33 (Mason District)   |
| 6 | Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Washington Drive, Tyler Street, Payne Street, Church Street and Courtland Drive (Mason District)                    |
| 7 | Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Virginia Department of Criminal Justice Services to Support Underserved Victim Populations in Fairfax County |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**REVISED**

**ADMINISTRATIVE  
ITEMS  
(Continued)**

- |    |   |
|----|---|
| 8  | Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Department of Health and Human Services for Supplemental Funding Associated with the Head Start, Early Head Start and Early Head Start Child Care Partnership and Expansion Grants |
| 9  | Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Birch Street Sidewalk Improvements (Dranesville District)   |
| 10 | Streets into the Secondary System (Dranesville, Mason, Mount Vernon, and Providence Districts)  |
| 11 | Authorization to Advertise a Public Hearing for the Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Hunter Mill District)   |
| 12 | 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)   |
| 13 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the McLean Ridge Temporary Residential Permit Parking District, District T5 (Providence District)  |
| 14 | Authorization to Advertise a Public Hearing to Expand the Twinbrook Community Parking District (Braddock District)  |
| 15 | Supplemental Appropriation Resolution AS 17075 for the Department of Family Services to Accept Grant Funding from the Virginia Department of Criminal Justice Services for the Sexual Assault and Domestic Violence Grant Program   |
| 16 | Extension of Review Period for 2232 Application (Lee District)  |
| 17 | Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 87-L-012-02, R. Joun Enterprise LLC (Springfield BP) (Lee District)  |
| 18 | Approval of a Portion of a Street Name Change from Roseland Drive to Roseland Ridge Road (Springfield District)   |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**REVISED**

**ADMINISTRATIVE  
ITEMS  
(Continued)**

- 19                      Designation of Plans Examiner Status under the Expedited Land Development Review Program
- 20                      Approval of a Supplemental Appropriation Resolution AS 17074 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

**ACTION ITEMS**

- 1                      Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force and Modification of the 2015 Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force
- 2                      Approval of the FY 2017 and FY 2018 Community Services Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services
- 3                      Approval of a Resolution Endorsing Projects Being Submitted for State Funding through the Commonwealth Transportation Board's FY2018-FY2023 Smart Scale and FY2018 Revenue Sharing Programs
- 4                      Approval to Abandon Segments of Beulah Street (Route 613) and Woodlawn Road (Route 618) and Accept Jeff Todd Way into the State System of Highways (Mount Vernon District)
- 5                      Approval of the Project Agreement Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2017 Funding for I-95 Transit and Transportation Demand Management Plan Operating Assistance
- 6                      Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2017 Transit Assistance Grant Funds

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**REVISED**

**ACTION ITEMS  
(Continued)**

- |    |  |
|----|--|
| 7  | Approval of Memorandum of Understanding Between George Mason University, Fairfax County and the Fairfax-Falls Church Community Services Board Establishing Collaboration with the Entity's Law Enforcement at the Merrifield Crisis Response Center for People Experiencing a Psychological Crisis |
| 8  | Approval of the Urban Forest Management Division (UFMD) Proposal to Utilize the Tree Preservation and Planting Fund  |
| 9  | Authorization for the County Executive to Execute a Memorandum of Understanding Between Fairfax County and the Virginia Department of Emergency Management   |
| 10 | Authorization to Enter into License Agreements with Certain Private Property Owners to Expand Capital Bikeshare into the Reston and Tysons Areas of Fairfax County (Hunter Mill and Providence Districts)  |
| 11 | Authorization of Funding Agreement with Tysons Partnership, Inc. (Providence District)   |
| 12 | Presentation of the Delinquent Tax List for Tax Year 2015 (FY 2016)  |
| 13 | Approval of Project Agreement Between the Virginia Department of Rail and Public Transportation and Fairfax County for Funding for Fiscal Year 2017 Transportation Demand Management and Rideshare Operating Assistance  |
| 14 | Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2017  |
| 15 | <b>Approval of the Recommendation of the Independent Oversight and Investigations Subcommittee of the Ad Hoc Police Practices Review Commission to Establish an Office of Independent Police Auditor</b>   |

**CONSIDERATION  
ITEMS**

- |   |   |
|---|---|
| 1 | Consideration of an Appeal of the Planning Commission's Decision on 2232-M16-22 by Stonegate at Landmark Homeowners Association |
|---|---|

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**REVISED**

**CONSIDERATION  
ITEMS  
(Continued)**

- |   |   |
|---|---|
| 2 | Consideration of an Appeal of the Planning Commission's Decision on 2232-M16-22 by Kathleen Hoyt  |
| 3 | Consideration of a Proffer Interpretation Appeal Associated with 2232-M-16-22, Lincolnia Senior Center, Related to Proffers Accepted for RZ 1999-MA-006 |
| 4 | Consideration of the Proposed Amended Bylaws for the Fairfax County History Commission  |

**INFORMATION  
ITEMS**

- |       |   |
|-------|---|
| 1     | County Holiday Schedule – Calendar Year 2017  |
| 2     | Planning Commission Action on Application 2232-M16-22 (Temporary Facility for Bailey's Crossroads Community Shelter) (Mason District) |
| 3     | Planning Commission Action on Application 2232-M15-24 (Temporary Facility for a Fire and Rescue Station) (Mason District)             |
| 4     | Notification of the Continuum of Care Program Funding Application and Certification of Consistency with the Consolidated Plan         |
| 5     | Fairfax County Transportation Status Report   |
| 11:00 | Matters Presented by Board Members  |
| 11:50 | Closed Session  |

**PUBLIC  
HEARINGS**

- |      |   |
|------|---|
| 3:30 | Public Hearing on SE 2015-MV-019 (Charles County Sand & Gravel Company, Inc.) (Mount Vernon District) |
| 3:30 | Public Hearing on PCA 84-S-027-08 (Macs Retail LLC,) (Sully District)                                 |
| 3:30 | Public Hearing on SEA 97-L-065 (Dogwood Petroleum Realty, LLC) (Mount Vernon District)                |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**REVISED**

**PUBLIC  
HEARINGS  
(Continued)**

- |      |   |
|------|---|
| 3:30 | Public Hearing on PCA B-715 (L & F Bock Farm, LLC) (Mount Vernon District)  |
| 3:30 | Public Hearing on RZ 2015-MV-015 (L & F Bock Farm, LLC) (Mount Vernon District)   |
| 3:30 | Public Hearing on SE 2015-MV-030 (L & F Bock Farm, LLC) (Mount Vernon District)   |
| 3:30 | Public Hearing on RZ 2016-MV-008 (JR Land, LLC,) (Mount Vernon District)  |
| 3:30 | Public Hearing on PCA 86-C-054-02/ CDPA 86-C-054 (General Dynamics Corporation) (Hunter Mill District)  |
| 4:00 | Public Hearing on a Proposed Zoning Ordinance Amendment Re: Shape Factor in the R-C District; Increase in Residential Building Height; and Minor Lot Line Adjustments |
| 4:00 | Public Hearing on Proposed Plan Amendment 2013-CW-8CP, 2015 Heritage Resources Plan Update  |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 20, 2016**

**ADDENDUM**

**AGENDA**

**ACTION ITEMS**

15

Approval of the Recommendation of the Independent Oversight and Investigations Subcommittee of the Ad Hoc Police Practices Review Commission to Establish an Office of Independent Police Auditor



ACTION - 15

Approval of the Recommendation of the Independent Oversight and Investigations Subcommittee of the Ad Hoc Police Practices Review Commission to Establish an Office of Independent Police Auditor

ISSUE:

Board of Supervisors approval of the recommendations of the Independent Oversight and Investigations Subcommittee of the Ad Hoc Police Practices Review Commission to establish the Office of Independent Police Auditor, appointed by and reporting to the Board of Supervisors, for the purpose of building and maintaining public trust and police legitimacy. The Office of Independent Police Auditor will review police use of force ~~cases and complaints~~ **investigations** involving serious injury or death, including officer involved shootings, **and administrative investigations of public complaints of use of force, as defined in Police Department General Orders,** to ensure the investigations are comprehensive, accurate, objective, and impartial, **and perform analyses and issue reports on police use of force topics.**

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the recommendations of the Independent Oversight and Investigations Subcommittee of the Ad Hoc Police Practices Review Commission to establish an Office of Independent Police Auditor with proposed revisions.

TIMING:

Board action is requested on September 20, 2016.

BACKGROUND:

The creation of an Ad Hoc Police Practices Review Commission was **moved created** by Chairman Sharon Bulova and **approved endorsed** by the Board on March 3, 2015. The purpose of the Commission was to engage the community in an open and transparent process to recommend changes to help the Board and the Police Department achieve the goals of maintaining a safe community, ensuring a culture of public trust, providing for the fair and timely resolution of police-involved incidents and information release, and reviewing Crisis Intervention Training (CIT) and police responses for cases involving mental health.

On October 20, 2015, the Ad Hoc Police Practices Review Commission submitted its final report and recommendations to the Board of Supervisors. On November 17, 2015, the Board of Supervisors approved a process for assigning, prioritizing, reviewing, tracking, and considering the 202 Commission recommendations.

On November 17, 2015, the Board also directed an annual report and a final summary report on the status and implementation of all of the Commission's recommendations. The first annual report shall be presented to the Board at the ~~scheduled Public Safety Committee meeting of~~ by December 13, 2016.

This Action Item is specifically related to the implementation and furtherance of the recommendations of the Independent Oversight and Investigations Subcommittee for the establishment and scope of an Office of Independent Police Auditor, consistent with the presentations and discussions at the July 19, 2016, Public Safety Committee meeting. Included in this committee meeting for presentations and discussion were the Chief of Police, the Chair of the Commission's Independent Oversight and Investigations Subcommittee, sworn police officer representatives and, via teleconference, the Independent Auditor for the City and County of Denver, Colorado, representing the National Association for Civilian Oversight of Law Enforcement (NACOLE). The Board further discussed the proposed Office of Independent Auditor at its September 13, 2016, Public Safety Committee meeting.

Fundamental to the recommendations of the Independent Oversight and Investigations Subcommittee is that the Board adopt recommended changes, consistent with the Code of the Commonwealth of Virginia and County policies, that will help the County achieve its goals of maintaining a safe community, enhancing a culture of public trust, and ensuring that policies provide for the fair and timely resolution of police-involved incidents. These recommendations are aimed at building and maintaining public trust in the Police Department and its officers by the establishment of an Office of Independent Police Auditor, a function in line with the recommendations of the Final Report of the President's Task Force on 21st Century Policing, May 2015. Recommendation 2.8 of that report states, "Some form of civilian oversight of law enforcement is important in order to strengthen trust with the community. Every community should define the appropriate form and structure of civilian oversight to meet the needs of that community."

In its final report, the Commission's Independent Oversight and Investigations Subcommittee made 24 overall recommendations. Ten of those recommendations, numbers 8-17 as in their report, were specific to the establishment of an Office of Independent Auditor and its scope and are listed below as presented in the report:

- 8) The Fairfax County Board of Supervisors shall establish the Office of Independent Police Auditor ("Auditor").
  - a) The Auditor shall be appointed by and report directly to the Board of Supervisors.
  - b) The Auditor shall have experience in, inter alia, public safety, public program auditing, the investigation of police operations and use of force incidents. In order to ensure the Independent Auditor is perceived as truly independent, the Auditor shall have never been employed by Fairfax County.
  - c) The Auditor shall review (i) all investigations of Death or Serious Injury Cases conducted by the IAB **(Internal Affairs Bureau)**; and (ii) all UOF **(Use of Force)** investigations by IAB which are the subject of a public complaint made to the FCPD **(Fairfax County Police Department)** or the Auditor.
  - d) The Auditor shall have full access to the MCD **(Major Crimes Division)** criminal investigation file as well as full access to the IAB file, including any administrative action taken, for each investigation reviewed. The Auditor shall be entitled to receive copies of any portion(s) of such files.
  - e) The Auditor shall determine with respect to each such MCD and IAB investigation its thoroughness, completeness, accuracy, objectivity and impartiality.
  - f) The Auditor shall be appointed by the Board of Supervisors for a term not less than 2 years and not more than 5 years, with a goal of maintaining continuity and independence, subject to dismissal only for good cause.
- 9) The Auditor shall participate in and monitor IAB investigations within its scope of responsibilities.
  - a) The County Executive or his/her designee shall require, subject to discipline up to and including termination, the attendance and testimony of any Fairfax County employee, including all Fairfax County law enforcement officers, whose appearance at the interview is requested by the Auditor, and shall also require the production of any documents or other materials in the possession of the FCPD or other County offices and departments.
- 10) If the Auditor determines that an IAB investigation was deficient or that IAB's conclusions as to the relevant facts were incorrect or unsupported by the evidence, the Auditor may request further investigation by IAB or the Auditor may conduct such further investigation.

11) Absent good cause, the Auditor shall issue a public report with respect to each reviewed investigation within sixty (60) days of the Auditor's access to the complete IAB file.

12) The FCPD shall provide a public report quarterly to the Auditor on the disposition of all citizen complaints made against the FCPD. The Auditor shall be provided such additional information as the Auditor may deem necessary to enable him/her to determine that the FCPD is properly responding to and investigating complaints in a timely manner.

13) An individual may file a complaint concerning alleged misconduct by a Fairfax County law enforcement officer involving a Death or Serious Injury Case, the use of force, or the death of an individual with the FCPD for investigation.

a) The citizen may instead file the complaint with the Auditor, who shall immediately forward the complaint to the FCPD for investigation, which will report on the disposition of the complaint within 30 days.

14) If the Auditor disagrees with the results or conclusions of an IAB investigation, the Auditor shall advise the FCPD Chief of Police who shall resolve the disagreement and make the final decision. The Chairman of the Board of Supervisors shall be informed of the Auditor's disagreement and the ultimate resolution. The Chief's decision shall be made in a public statement that sets forth the basis for the Chief's resolution of the disagreement.

15) The Auditor shall make public recommendations to the FCPD Chief of Police, with copies to the Chairman of the Board of Supervisors, concerning the revision of FCPD policies, training, and practices based on the Auditor's reviews. The Auditor shall also issue a public report annually concerning the thoroughness, completeness, accuracy, objectivity and impartiality of the IAB investigations reviewed by the Auditor.

16) The Auditor shall have an adequate budget and a trained staff to meet his/her responsibilities. The Auditor's office shall be separate and apart (physically and administratively) from those of the FCPD and the Commonwealth's Attorney.

17) Any findings, recommendations and actions taken by the Auditor shall reflect the Auditor's independent judgment. No person shall use his/her political or administrative position to attempt to unduly influence or undermine the independence of the Auditor, or

his/her staff or agent, in the performance of his/her duties and responsibilities.

These recommendations are also listed on the *Ad Hoc Police Practices Review Commission Report Recommendations Assignment and Tracking Spreadsheet* (Attachment 4) as IOV&I (**Independent Oversight & Investigations**) 8 through 17, inclusive.

It is recommended that the Board adopt Recommendations 8.a., ~~b., c.,~~ **8.e., and 11, 12, 16, and** 17 as written, establishing an Office of Independent Police Auditor.

Based on staff review, discussion at Public Safety Committee meetings, and a legal review, revised language for Board adoption is proposed for Recommendations **8.b., 8.c.,** 8.d, 8.f, 9, 9.a, ~~and~~ 10, **13, 14, and 15.** The proposed revised language for each is as follows:

**Recommendation 8.b) The Auditor shall have experience in, inter alia, public safety, public program auditing, the investigation of police operations and use of force incidents. In order to ensure the Office of Independent Auditor is perceived as truly independent, the Auditor and staff, at initial hire, shall have never been employed by Fairfax County.**

**Recommendation 8.c) The Auditor shall review (i) all investigations of ~~Death or Serious Injury Cases~~ death or serious injury cases conducted by the IAB; and (ii) all UOF investigations ~~by IAB~~ which are the subject of a public complaint made to the FCPD or the Auditor and which meet the definition of police use of force as incorporated in Police Department General Orders as of the date of the use of force or alleged misconduct.**<sup>1</sup>

~~Recommendation 8.d) The Auditor shall have full access to the MCD criminal investigation file as well as full access to the IAB file, including any administrative action taken, for each investigation reviewed. The Auditor shall be entitled to receive copies of any portion(s) of such files.~~

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<sup>1</sup> **General Order 540.1, the current Police Department use of force policy, defines use of force as “Any physical contact above the level of a “guiding” or “escort” hold between an officer and another person, or the use of lethal or non-lethal weapons, which further the officer’s intent to establish or maintain control or custody or to defend themselves or another person.”**

Upon the completion of a criminal case or upon the Commonwealth's Attorney announcement of declination of prosecution, the Auditor may request a copy of the **Police Department** criminal investigation file regarding those cases under the purview of the Office of the Auditor. The request should be made through the Chief of Police. At that time, the Auditor is entitled to receive copies of any portion of such **Police Department** criminal ~~investigative~~ **investigation** files, subject to redactions of legally privileged information, confidential information, or information which may reveal any protected personal information such as medical history protected by the Health Insurance Portability and Accountability Act (HIPAA), or any other privileged information, not already a public record (collectively, "redactions"). ~~Additionally, the~~ **The Auditor will be contemporaneously briefed on monitor and review, from the onset, the** associated IAB investigations and have access to IAB files, including any administrative action taken, for each investigation reviewed. The Auditor shall communicate any investigative concerns to the Chief of Police in a collaborative manner to ensure all administrative investigations are thoroughly completed. The Auditor will be responsible for maintaining these files in accordance with federal, state and local laws governing the confidentiality of such.

Recommendation 8.f) The Auditor shall be appointed by the Board of Supervisors, for a term not less than 2 years and not more than 5 years, with a goal of maintaining continuity and independence, ~~subject to dismissal only for good cause~~ as an at will position serving at the pleasure of the Board.

Recommendation 9. The Auditor shall ~~participate in and~~ monitor and review IAB investigations within its scope of responsibilities.

Recommendation 9.a) ~~The County Executive or his/her designee shall require, subject to discipline up to and including termination, the attendance and testimony of any Fairfax County employee, including all Fairfax County law enforcement officers, whose appearance at the interview is requested by the Auditor, and shall also require the production of any documents or other materials in the possession of the FCPD or other County offices and departments.~~

The role of the Auditor is not to conduct **IAB** investigations, but to review IAB investigations within the scope of its responsibilities to determine the thoroughness, completeness, accuracy, objectivity and impartiality of such **investigations**. If, based on that review, the Auditor determines that Police Department employees or other persons should be interviewed or re-interviewed by IAB or other Police Department investigating authority the Auditor should collaborate with the Chief of Police to bring forward **their his/her** concerns, questions, and/or recommendations **in that regard**. The Chief of Police and Police Department shall work collaboratively with the Auditor and provide appropriate contemporaneous briefings on IAB investigations within the

Auditor's scope and ~~all appropriate and relevant~~ shall, absent good cause, provide, subject to redactions, information and materials requested by the Auditor for review.

Recommendation 10. If the Auditor determines that an IAB investigation was deficient or that IAB's conclusions as to the relevant facts were incorrect or unsupported by the evidence, the Auditor may ~~request~~ recommend further investigation by IAB or the Auditor may conduct such further investigation or other Police Department investigating authority through the Chief of Police, which investigation shall, absent good cause be conducted by IAB or other Police Department investigating authority.

Recommendation 13. An individual may file a complaint concerning alleged misconduct by a Fairfax County law enforcement officer involving a Death or Serious Injury Case, the use of force, or the death of an individual with the FCPD for investigation.

- a) The citizen may instead file the complaint with the Auditor, who shall immediately forward the complaint to the FCPD for investigation, which will report on the disposition of the complaint within 30 days.

An individual may file a complaint concerning alleged misconduct by a Fairfax County law enforcement officer in any case involving a death or serious injury or any use of force with either the FCPD or the Auditor. The Auditor shall immediately forward any complaint received to the FCPD for investigation. The FCPD will report on the status or disposition of any such complaint within the scope of the Office of Independent Auditor to the Auditor every 30 days until closed.

Recommendation 14. If the Auditor disagrees with the results or conclusions of an IAB investigation, the Auditor shall advise the FCPD Chief of Police who shall resolve the disagreement and make the final decision. The Chairman of the Board of Supervisors shall be informed of the Auditor's disagreement and the ultimate resolution. The Chief's decision shall be made in a public statement that sets forth the basis for the Chief's resolution of the disagreement.

Recommendation 15. The Auditor shall make public recommendations to the FCPD Chief of Police, with copies to the Chairman of the Board of Supervisors, concerning the revision of FCPD policies, training, and practices based on the Auditor's reviews. The Auditor shall also issue a public report annually concerning the thoroughness, completeness, accuracy, objectivity and impartiality of the IAB investigations reviewed by the Auditor.

Staff recommends that the Board adopt additional language to the scope of the Independent Police Auditor. The proposed language is as follows:

The Auditor may be directed by the Board, County Executive or his designee, at their discretion, to review and report on policy and/or procedural matters.

The Independent Oversight and Investigations Subcommittee made additional recommendations, to include the creation of a Civilian Review Panel, which will be discussed and considered by the Board at upcoming scheduled Public Safety Committee meetings. If a Civilian Review Panel were approved, it is proposed the Office of Independent Police Auditor would interact with the Panel and also provide any required staff support within the duties and responsibilities of 3/3.0 FTE positions.

**FISCAL IMPACT:**

If approved, the estimated full-year annual fiscal impact of creating the Office of Independent Police Auditor is \$433,249, including \$305,992 in salary/operating costs and \$127,257 in fringe benefits. This funding supports 3/3.0 FTE positions, including 1/1.0 FTE Independent Police Auditor, 1/1.0 FTE Independent Police Auditor, Analyst II and 1/1.0 FTE Independent Police Auditor, Analyst I, as well as associated Operating Expenses. Funds to support the creation of this function are available in the FY 2017 Adopted Budget Plan funded reserve of \$2,407,036 earmarked to support recommendations from the Ad Hoc Police Practices Review Commission. After this action, the reserve will still have \$1,973,787 remaining for additional Ad Hoc related priorities to be determined by the Board in the future. Formal reallocation of the funds from the Ad Hoc Reserve to the new agency will be included as part of the *FY 2017 Third Quarter Review*; however this will not preclude spending of these funds prior to the approval of Third Quarter if necessary.

**With the establishment of an Office of Independent Police Auditor, if approved by the Board, and the previously adopted recommendations of the Ad Hoc Police Practices Review Commission's Use of Force Subcommittee, there will an increased workload on the Police Department's Internal Affairs Bureau (IAB). Supplementing their investigative work, the detective supervisors assigned will be tasked with ensuring timely completion of administrative investigations, increased public reporting requirements, supporting the Office of Independent Police Auditor by gathering and reviewing documentation, conducting redactions, providing data points, and potentially, if approved in the future, supporting the Civilian Review Panel with similar workload requests. The Police Department anticipated this increased workload and noted the need for an additional 2/2.0 FTE detective supervisory positions within the Police Department's Internal Affairs Bureau (IAB) in the FY 2016 – FY 2020 Public**



Board Agenda Item  
September 20, 2016

REVISED

**Safety Staffing Plan. The County Executive will include funding for these two positions in the FY 2018 Advertised Budget Plan.**

ENCLOSED:

**Attachment 1: Draft Job Ad for Independent Police Auditor**

Attachment ~~2~~ **1**: Ad Hoc Police Practices Review Commission Report  
Recommendations Assignment and Tracking Spreadsheet

STAFF:

David M. Rohrer, Deputy County Executive  
Colonel Edwin C. Roessler Jr., Chief of Police

AD HOC POLICE PRACTICES REVIEW COMMISSION REPORT RECOMMENDATIONS ASSIGNMENT AND TRACKING SPREADSHEET								
NUMBER (original or assigned)	TOPIC	REPORT PAGE	RECOMMENDATION NARRATIVE	LEAD AGENCY / ENTITY	OTHER AGENCIES / STAKEHOLDERS	LINK PERF REPORT / CALEA	POTENTIAL LEGAL REVIEW / LEGISLATIVE CHANGE REQUIRED	APPROVING AUTHORITY (i.e., BOS, PD, CSB, etc.)
<b>COMMUNICATIONS SUBCOMMITTEE</b>								
COMM - 1	Timely Info Disclosure	46	Provide accurate, timely and actionable information (good or bad) using redundant forms of communication.	Police Dept. (PD)	Office of Public Affairs (OPA)	PERF #70		Police Dept. (PD)
COMM - 2	Timely Info Disclosure	46	Adopt a "predisposition to disclose" approach with public records presumed to be public and exceptions strictly and narrowly construed.	PD	Co. Atty's Office, OPA	PERF #70		Board of Supervisors (BOS)
COMM - 3	Timely Info Disclosure	46	Share and regularly update details of all officer-involved shootings in multiple ways; disclose not only facts, but also procedures and timing.	PD	Co. Atty's Office, OPA	PERF #70		BOS
COMM - 3a	Timely Info Disclosure	46	Provide the name of the officer(s) as soon as possible but preferably within a week. If a decision is made not to release the name within a week, publicly share specific information that illustrates the reason the name is being withheld.	PD	Co. Atty's Office, Commonwealth's Attorney's Office (CWA)			PD
COMM - 3b	Timely Info Disclosure	47	In cases where a suspect is deceased as a result of an officer-involved shooting, make available immediately upon FOIA request all body-camera, in-dash camera or audio recordings of responding officers to an incident.	PD	Co. Atty's Office, CWA, OPA, Dept. of Information Technology (DIT)		Yes	BOS
COMM - 3c	Timely Info Disclosure	47	In officer-involved shootings where a suspect is shot but not deceased, provide a citizens' committee (a communications advisory committee appointed by either the Board of Supervisors or the Chief of Police to carry out this function) access to the recordings for a recommendation on release which should balance public and private interest. This committee's recommendation would be submitted to the Chief of Police who would factor it into a final decision.	PD	Co. Atty's Office, CWA, OPA		Yes	BOS
COMM - 3d	Timely Info Disclosure	47	All digital recordings in officer-involved shooting investigations should be carefully preserved, and investigations should end with the public release of all digital recordings within 6 months of the incident.	PD	Co. Atty's Office, CWA, OPA		Yes	BOS
COMM - 4	Timely Info Disclosure	47	Annually report on the demographics of the subjects in all use-of-force incidents including race, gender, age, whether mental health status was a factor, previous involvement with FCPD and any other data.	PD	OPA, CSB	PERF #70	Yes	PD
COMM - 5	Timely Info Disclosure	47	Devote more effort to sharing day-to-day information of police activity with the public. Facilitate unfettered access to blotter-type information, to include a list of every incident and call with the basic who/what/when/where/how information.	PD	OPA, DIT	PERF #70		PD
COMM - 6	Timely Info Disclosure	47	Include incident based reporting (IBR) categories of statistical crime information broken down by district stations and provided quarterly in accessible, comprehensive online reports. Provide quarterly information by district for all use-of-force and officer involved shootings, CIT calls for service, traffic and pedestrian accidents.	PD	OPA, DIT		Yes	PD
COMM - 7	Community Engagement	47	Embrace and practice increased, proactive community engagement.	PD	OPA			PD
COMM - 7a	Community Engagement	47	Communicate with key community leaders as soon as bad news breaks.	PD	OPA			PD
COMM - 7b	Community Engagement	47	Hold community meetings early and often.	PD	OPA			PD
COMM - 7c	Community Engagement	48	Continue cross-district command meetings to increase situational awareness, spot trends and provide a centralized forum to identify and coordinate responses to emerging community issues.	PD				PD
COMM - 7d	Community Engagement	48	Create a "Community Engagement Team" within FCPD to respond to community concerns and manage programs that create community trust and engagement. The team members should be fluent in the language and knowledgeable of the customs of the particular community they serve, and the team should reflect the diversity of Fairfax County in order to best serve as liaisons between the community and FCPD.	PD	DMB			BOS
COMM - 8	Community Engagement	48	Continue supporting Citizen Advisory Committees (CAC); Chief's Citizens Advisory Council; and Citizen's Police Academy (CPA) classes.	PD	Citizen Advisory Committees (CAC), Citizens Police Academy (CPA), OPA			PD
COMM - 8a	Community Engagement	48	Expand promotion of these valuable public forums.	PD	CACs, OPA			PD
COMM - 8b	Community Engagement	48	Improve and expand CAC and Chief's Citizens Advisory Council succession planning and online information.	PD	CACs, OPA			PD
COMM - 8c	Community Engagement	48	Increase the meeting frequency of the Chief's Citizens Advisory Council from four meetings per year to 10 monthly meetings to be in line with the 10 monthly CAC meetings.	PD	CACs			PD

AD HOC POLICE PRACTICES REVIEW COMMISSION REPORT RECOMMENDATIONS ASSIGNMENT AND TRACKING SPREADSHEET								
NUMBER (original or assigned)	TOPIC	REPORT PAGE	RECOMMENDATION NARRATIVE	LEAD AGENCY / ENTITY	OTHER AGENCIES / STAKEHOLDERS	LINK PERF REPORT / CALEA	POTENTIAL LEGAL REVIEW / LEGISLATIVE CHANGE REQUIRED	APPROVING AUTHORITY (i.e., BOS, PD, CSB, etc.)
COMM - 8d	Community Engagement	48	The structure of the eight CACs and the Chief's Citizens Advisory Council should facilitate a two-way flow of information about police services.	PD	CACs			PD
COMM - 8e	Community Engagement	48	Expand the CPA program by offering a compact, three-hour version in addition to the current 10-session program and include in the CPA training the best practices and reports discussed at meetings of the Ad Hoc Police Practices Review Commission and subcommittee meetings.	PD	CPA			PD
COMM - 8f	Community Engagement	48	The CPA should be designed and structured to be understood by all in the diverse communities of Fairfax County.	PD	OPA			PD
COMM - 9	Policies, Procedures & Personnel	48	Hire a civilian public information officer (a professional communicator knowledgeable of best communication practices and experienced in the practice and ethics of media and journalism) to lead the FCPD public information office, and have that position and function report directly to the Police Chief.	PD	Dept. of Human Resources (DHR), OPA	PERF #70		PD
COMM - 10	Policies, Procedures & Personnel	48	Fund and employ 24/7 PIO staff in the central Public Information Office with additional PIO staff assigned to each district station.	PD	DMB	PERF #70		BOS
COMM - 11	Policies, Procedures & Personnel	48	The Chief of Police should be the official spokesperson for officer-involved shootings.	PD	Co. Atty's Office		Yes	PD
COMM - 12	Policies, Procedures & Personnel	48	Develop a policy statement regarding FCPD PIO release of information for critical events to include the relationship with the Office of Public Affairs (OPA) and the process for a hand-off to OPA in certain situations.	PD	OPA, Co. Atty's Office	PERF #70		PD
COMM - 13	Policies, Procedures & Personnel	49	FCPD should prioritize realignment of resources to ensure more transparency, and become the trusted and valued source of information for Fairfax County.	PD				PD
COMM-14	Policies, Procedures & Personnel	49	FCPD should develop a continuous process of information declassification, to ensure proactive information release for cases that are no longer active.	PD	Co. Atty's Office		Yes	PD
COMM - 15	Policies, Procedures & Personnel	49	Current FCPD policies overemphasize the media, FCPD should use its own platforms and tools to share information directly with the public. Policies should reflect the communications paradigm by promoting more community engagement and direct information dissemination to the community.	PD	OPA			PD
COMM - 16	Policies, Procedures & Personnel	49	Shorten the current 6-20 month timeframe to internally investigate and close officer-involved shooting cases; throughout the investigation be responsive to questions and concerns from the public, news media, and elected officials. <u>It is recommended the Board of Supervisors take an active approach throughout the investigative stage by periodically requesting and receiving updates on such incidents in a public forum.</u>	PD	Co. Atty's Office, CWA	PERF #70	Yes	BOS
COMM - 17	Policies, Procedures & Personnel	49	Update policies (with the assistance of FCPD Community Engagement Team members) and mandate usage of plain language that is culturally appropriate for the diverse communities in Fairfax County to eradicate any perceived biases.	PD	OPA			PD
COMM - 18	F.O.I.A.	49	The Board of Supervisors should publicly adopt a resolution (and forward it to the County's delegation in the General Assembly) to revisit FOIA laws with an eye toward expanding instead of limiting the public release of information related to police-involved shootings and other police practices and procedures.	BOS	PD, Co. Atty's Office, CWA, OPA		Yes	BOS
COMM - 19	F.O.I.A.	49	The County Executive should establish a countywide FOIA policy and procedure through issuance of a new procedural memorandum that would replace former County Executive Griffin's memo regarding FOIA compliance, which currently guides county staff. The new policy should encourage transparency and accountability by establishing a culture of disclosure. It should give guidance to all county staff custodians of public records to lean automatically toward releasing all public records upon request, changing the current practice of automatically withholding all exempt records.	Co. Atty's Office	County Executive's Office, OPA		Yes	Co. Exec.
COMM - 20	F.O.I.A.	49	Where possible, release police reports with redactions rather than creating a summary document.	PD	Co. Atty's Office, CWA, OPA		Yes	PD

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COMM - 21	F.O.I.A.	50	Develop FCPD administrative guidelines for FOIA, even in the absence of FOIA reform at the state level.	PD	Co. Atty's Office, OPA		Yes	PD
COMM - 22	F.O.I.A.	50	Move function and staff for responding to FOIA requests out of Internal Affairs and into the FCPD Public Information Office.	PD	Co. Atty's Office			PD
COMM - 23	F.O.I.A.	50	Cease the blanket approach to FOIA requests; when records are withheld, an explanation should be provided without merely claiming exemption.	PD	Co. Atty's Office		Yes	PD
COMM - 24	Transparency	50	With goal of becoming a transparent and highly accountable police department, the Department should make proactive statements to the community it serves, communicating with the public on all aspects of police procedure, policy, and actions, particularly in an officer-involved shooting or other high-profile incident involving use of force. The use of numerous communications channels should be utilized to explain what happened, what is known at the time, what is revealed over time, and lessons learned and perspective after the fact.	PD	Co. Atty's Office, OPA,			PD
COMM - 25	Transparency	50	Fairfax County should adopt the type of progressive release of information practices and policies that govern most states as FCPD's current practices on releasing information is not aligned with agencies located <u>outside</u> the Commonwealth of Virginia.	PD	Co. Atty's Office, all County agencies		Yes	BOS
COMM - 26	Transparency	50	Create and utilize written standards and criteria for the day-to-day release of information from FCPD PIO to standardize information flow/release, and to enhance professional communications, transparency, and accountability.	PD	Co. Atty's Office, OPA			PD
COMM - 27	Transparency	50	Get "buy-in" and cooperation from all levels of the FCPD to improve communications and expand information release.	PD				PD
COMM - 28	Transparency	50-51	Basic requests for information should be addressed in a timely manner by openly providing routine information about incidents, activities, calls, investigations (internal and external) with unfettered public access.	PD		PERF #70		PD
COMM - 29	Transparency	51	Endorse and implement the recommendations of the final report of The President's Task Force on 21st Century Policing, dated May 2015, that are related to communications, which call for such actions as making all Department policies available for public review, clearly stating what types of information will be released, when and in what situation after serious incidents; communicating swiftly, openly and neutrally while complying with legal requirements related to confidentiality.	PD	OPA			PD
COMM - 30	Transparency	51	Create a change management process to change the FCPD culture and facilitate the successful implementation of the improved policies.	PD	DHR	PERF #71		PD
COMM - 31	Transparency	51	Endorse and implement communications-related recommendations contained in the report of the U.S. Conference of Mayors' Working Group of Mayors and Police Chiefs, "Strengthening Police-Community Relations in America's Cities."	PD	OPA			PD
COMM - 32	Transparency	51	Endorse and implement communications-related recommendations from PERF's use-of-force policy and practice review of FCPD.	PD	OPA	PERF #70		PD
COMM - 33	Open Data	51	Develop an open data policy to improve transparency; this will reduce the cost of responding to FOIA requests, since data and reports will be published online making FCPD more efficient and serving community needs more effectively.	PD	Co. Atty's Office, OPA, DIT		Yes	PD
COMM - 34	Open Data	51	Provide more specificity and detail in crime stats and information released by the district stations.	PD	Co. Atty's Office, DIT	PERF #70		PD
COMM - 35	Open Data	51	Make all department policies and procedures available for public review online, updating them as needed.	PD	Co. Atty's Office	PERF #70	Yes	PD
COMM - 36	Moving Forward	52	The Board of Supervisors should publicly set dates for community forums to revisit the recommendations of the Ad Hoc Police Practices Review Commission and the progress made toward their implementation. These reviews should take place in April 2016, October 2016, April 2017 and annually thereafter. Other methods should also be used to update the public, possibly an online 'report card' that is continually updated.	Dep. Co. Exec. for Public Safety	PD, CSB, Sheriff's Office (SO), CWA, OPA			BOS

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COMM - 37	Moving Forward	52	Recommends that this subcommittee continue its service beyond presentation of its final report, in order to meet with the PERF contractors conducting an independent review of the county's communications practices and review and comment on the PERF report and recommendations when they are finally submitted.	Dep. Co. Exec. for Public Safety				Dep. Co. Exec. for Public Safety
COMM - 38	Moving Forward	52	Anticipating a proposal for an independent citizen oversight group emerging from the Investigations and Oversight Subcommittee, it is recommended that any group established be mandated to provide robust communications in a transparent process that keeps the community informed and ensures a culture of public trust.	Dep. Co. Exec. for Public Safety	PD, OPA		Yes	BOS
<b>RECRUITMENT, DIVERSITY AND VETTING SUBCOMMITTEE</b>								
RD&V - 1	Recruitment	58	Provide a referral incentive for employees who are successful in recruiting personnel into the Department.	PD	DHR, Co. Atty's Office, DMB			BOS
RD&V - 2	Recruitment	58	Develop and implement a marketing plan for all programs and vacancies to include e-mail blasts to interfaith organizations and School Career Centers.	PD	OPA, NCS/Community Interfaith Coordination, Faith Communities in Action (FCIA), Fairfax County Public Schools (FCPS)			PD
RD&V - 3	Recruitment	58	Expand the Explorer and Cadet programs to include a diverse pool of participants.	PD	DHR, FCPS			PD
RD&V - 4	Recruitment	58	Enter into a Recruitment Agreement with all Cadets to include reimbursement of educational expenses for breach of contract.	PD	Co. Atty's Office, DHR, DMB		Yes	BOS
RD&V - 5	Recruitment	58	Collaborate and build recruitment-oriented partnerships with key segments of the Fairfax County community to further diversify both the applicant pool and workforce to more closely reflect the community.	PD	DHR, FCPS, Faith Communities in Action (FCIA)			PD
RD&V - 6	Recruitment	58	Identify ways to reduce the time from application to hiring (includes staffing resources).	PD	DHR, DMB			BOS
RD&V - 7	Recruitment	58	Formalize the selection process by putting certain standards and processes into writing.	PD	DHR, Co. Atty's Office	PERF #1	Yes	PD
RD&V - 8	Recruitment	58	Ensure written directives are kept up to date.	PD		PERF #2		PD
RD&V - 9	Recruitment	58	Create a diverse Selection Review Committee that includes community leaders.	PD	DHR, Co. Atty's Office	PERF #3	Yes	PD
RD&V - 10	Diversity	59	Establish a diversity goal for each commander, making them responsible for enhancing the diversity within the department. The progress toward achieving that goal should be reflected in the performance management system.	PD	DHR			PD
RD&V - 11	Diversity	59	Educate and train recruiting and selecting officers about implicit bias, which the current neuroscience research shows can occur even in people with no-prejudiced attitudes, and the impact on both individual and organizational selection decision.	PD	DHR			PD
RD&V - 12	Vetting	61	Increase resources in order to reduce length of time it takes to conduct background investigations and polygraphs.	PD	DMB			BOS

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RD&V - 13	Vetting	61	Formalize the officer selection process.	PD	DHR	PERF #1		PD
RD&V - 14	Retention	62	The Board of Supervisors should continue to work with the Department's Pay and Benefits Committee to ensure competitive salaries and benefits to secure and maintain a diverse workforce.	PD	DHR, DMB			BOS
<b>MENTAL HEALTH AND CIT SUBCOMMITTEE</b>								
MH-CIT - 1	FCPD	81	Establish Memphis Model/Virginia CIT Essential Elements. FCPD should immediately establish the Memphis Model for Crisis Intervention Team training as adopted by the Virginia Essential Elements of CIT, ensuring each squad has a CIT trained officer and creating a specialty squad of selected CIT officers to work closely with CSB and Mobile Crisis units.	PD	CSB	PERF #58, 67, 68	Yes	PD & BOS
MH-CIT - 2	FCPD	82	Attract the right officers for CIT, FCPD should create incentives, such as flexible shift hours, to make serving on a Crisis Intervention Team attractive to potential volunteers	PD	DMB, CSB			PD
MH-CIT - 3	FCPD	82	The subcommittee recommends that the FCPD create a uniform pin to identify Crisis Intervention Team Trained officers to the public.	PD				PD
MH-CIT - 4	FCPD	82	Make CIT a requirement for selected command assignments. The subcommittee recommends that FCPD leadership consider CIT training and experience in selections to certain command positions, for instance in the patrol division.	PD	DHR	PERF #57		PD
MH-CIT - 5	FCPD	82	Form teams. The subcommittee recommends that officers detailed to Crisis Intervention Teams maintain their regular patrol duties, but also form partnerships with mental health workers and community partners trained and experienced in dealing with residents living with mental illness. These teams would be available to be dispatched to identified mental health calls.	PD	CSB	PERF #67		PD & Community Services Board (CSB)
MH-CIT - 6	FCPD	82	Be proactive. The subcommittee recommends that Crisis Intervention Teams be empowered to work proactively to help mentally ill persons obtain treatment and take other steps to manage their illness, diverting them from the criminal justice system and the courts.	PD	CSB, Courts, CWA			PD
MH-CIT - 7	FCPD	83	Integrate dispatch personnel. The subcommittee recommends 100% of all dispatchers continue to receive at least eight hours of CIT training.	Dept. of Public Safety Communications (DPSC)	PD, CSB	PERF #69		Dept. of Public Safety Communications (DPSC)
MH-CIT - 8	FCSO & CSB	84	Implement "Stepping Up." The Board of Supervisors, the CSB, the Judiciary, State legislators, and the Sheriff's Office should collaborate to implement a community-wide system of care overhaul using the BOS-endorsed, national initiative known as "Stepping Up."	CSB	Multiple			BOS
MH-CIT - 9	FCSO & CSB	84	Fully implement Diversion First. The subcommittee recommends Fairfax County develop a mechanism for oversight of systems of mental health/substance use/justice services — a diversion-oriented system of care collaborative stakeholder group now known as "Diversion First."	CSB	PD, SO		Yes	BOS
MH-CIT - 10	FCSO & CSB	84	Identify and collect pertinent data to establish metrics for success. The subcommittee strongly emphasizes the importance of data collection and its intimate linkage to measuring the progress and impact of CIT programs.	CSB	PD, SO, DIT			CSB
MH-CIT - 11	FCSO & CSB	85	Increase language and cultural competency. The subcommittee recommends that Fairfax County increase services to special populations to include cultural competency to better serve non-English-speaking justice-involved individuals, as de-escalation and diversion require the ability to effectively communicate with persons.	CSB	PD, SO			BOS

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MH-CIT - 12	FCSO & CSB	85	Provide CIT Training to jail and custodial personnel. The subcommittee recommends that the Sheriff's Office provide the forty-hour Crisis Intervention Team training course to deputies detailed to courtroom security and deputies working inside the Adult Detention Center.	SO	CSB, PD			SO
MH-CIT - 13	FCSO & CSB	85	Establish strategically located CIT assessment sites. The subcommittee recommends that Fairfax County establish strategically located 24-hour assessment sites staffed and operated by CSB, FCPD, and the Sheriff's Office collaboratively.	CSB	PD, SO, DMB			BOS
MH-CIT - 14	FCSO & CSB	86	Redeploy CSB to provide services when they are needed most. The subcommittee recommends that the CSB should redeploy both forensic and community-based teams to expand capacity to provide mental health services at each point in the criminal/community mental health continuum rather than incarcerate individuals.	CSB	PD, SO			CSB
MH-CIT - 15	FCSO & CSB	86	Expand Mobile Crisis Unit (MCU) program to strategic locations in Fairfax County. MCU is an emergency mental health program of the Fairfax-Falls Church Community Services Board that provides on-scene evaluation, treatment, and crisis intervention in the community. The recommendation is to have MCUs by Jan. 1, 2017.	CSB				BOS
MH-CIT - 16	FCSO & CSB	87	CSB and Sheriff's Office to consider increasing behavioral health clinician staff hour availability inside the Adult Detention Center (ADC), to include not only on-site, but through technology.	CSB	SO, DIT			CSB & Sheriff's Office (SO)
MH-CIT - 17	FCSO & CSB	87	Increase release planning to support successful reentry. The subcommittee recommends that more CSB staff resources be devoted to release planning inside the ADC. It is also recommended that Dept. of Family Services (DFS) make available resources to initiate benefit eligibility determination.	CSB	SO, Dept. of Family Services (DFS)			CSB
MH-CIT - 18	FCSO & CSB	87	Review pharmacy policies inside the ADC. The subcommittee recommends that the CSB and ADC medical staff review policies, especially for psychotropic medications, to ensure that inmates receive the most effective treatment relative to their conditions and medical histories by January 1, 2016.	SO	CSB		Yes	CSB & SO
MH-CIT - 19	Judiciary & Mental Health Dockets	88	Implement Mental Health dockets. The subcommittee recommends that Fairfax County work with judges and the Clerk of the Court to establish a Mental Health Docket for both adults and juveniles by January 1, 2016.	Dep. Co. Exec. for Public Safety (preliminary)	Courts, Clerk of the Court, CWA, CSB, PD, SO		Yes	BOS & Courts
MH-CIT - 20	Judiciary & Mental Health Dockets	88	Encourage Mental Health Awareness training for the judiciary. The subcommittee recommends that appropriate mental health awareness training be developed and deployed for judges, magistrates, probation and parole officers, and other officials who may come into contact with people who are living with mental illness by January 1, 2016.	CSB	Courts, Magistrates, Probation & Parole, Others			CSB
MH-CIT - 21	VA CIT Elements	89	Establish standing law enforcement Mental Health Units staffed by full-time police officers and deputies tasked with responding to individuals experiencing a mental health crisis.	PD & SO	CSB, DMB, Co. Atty's Office			BOS
MH-CIT - 22	VA CIT Elements	89	Institute plainclothes Mental Health Unit officers. Mental Health Unit officers in Bexar County wear civilian clothing and use unmarked vehicles during the course of their duties to avoid unintentionally escalating a mental health crisis.	PD & SO	PD, CSB			PD & SO
MH-CIT - 23	VA CIT Elements	89	Re-focus and develop a full range of mental health and disability awareness training at the Criminal Justice Academy. CIT is important, but other trainings are also vital.	PD	PD, CSB			PD & SO
MH-CIT - 24	VA CIT Elements	90	Clarify mental health response protocols for first responders. The Fairfax County Fire and Rescue responds to more than 50,000 calls annually, and must transport some individuals without a medical condition to emergency rooms rather than a mental health facility as this is required by the Code of Virginia. Subcommittee recommends the Board of Supervisors consider supporting a bill that would allow first responders to transport individuals whose primary condition is a mental health issue directly to a mental health facility once medically cleared by an EMT.	Fire and Rescue Dept. (FRD)	Govt. Relations, CSB, Co. Atty's Office		Yes	BOS

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MH-CIT - 25	VA CIT Elements	90	Involve peers whenever and wherever possible. According to Virginia's Essential Elements program guide for CIT, dynamic community involvement should reflect the composition of the local community, with particular emphasis on the inclusion of persons with mental illness.	CSB	PD, SO	PERF #67		CSB
MH-CIT - 26	Public Outreach	91	Develop a public outreach program. The subcommittee recommends that the FCPD work with the CSB to develop materials for delivery to the public, to increase awareness of steps that may be taken prior to the instance of a potential interaction.	CSB	PD, SO, OPA			CSB
<b>USE OF FORCE SUBCOMMITTEE</b>								
UOF - 1	Guiding Philosophy	107	Ensure that FCPD's philosophy, policies and orders promote treating persons respectfully and are protective of their dignity; maintain an appropriate balance between an officer's role as a guardian/warrior or peacemaker/fighter; reinforce a reverence for the sanctity of human life.	PD		PERF #4, 5		PD
UOF - 2a	Guiding Philosophy	107	Adopt policies, programs and practices that require officers to identify themselves by their full name, rank, and command (as applicable) and provide that information, when practicable, on a business card to individuals they have stopped.	PD				PD
UOF - 2b	Guiding Philosophy	107	Adopt policies, programs and practices that, for policing mass demonstrations, continue to employ a continuum of managed tactical resources designed to be protective of officer safety and promote de-escalation of tensions; minimize the appearance of a military operation; and avoid provocative tactics, equipment, and language that might heighten tensions.	PD				PD
UOF - 2c	Guiding Philosophy	108	Adopt policies, programs and practices that continue and strengthen opportunities for patrol officers to regularly interact with neighborhood residents, faith leaders, and business leaders.	PD				PD
UOF - 2d	Guiding Philosophy	108	Adopt policies, programs and practices that reward officers for their efforts to engage members of the community and the partnerships they build and make this part of the performance evaluation process, placing an increased value on developing such partnerships.	PD	DHR			PD
UOF - 2e	Guiding Philosophy	108	Adopt policies, programs and practices that ensure deployment schedules provide sufficient time for patrol officers to participate in problem solving and community engagement activities.	PD				PD
UOF - 2f	Guiding Philosophy	108	Adopt policies, programs and practices that infuse a renewed commitment to community policing throughout the FCPD culture and organizational structure.	PD				PD
UOF - 3	Guiding Philosophy	108	Commit and assure in G.O. 201.6 - PRESERVATION OF PEACE AND PROTECTION OF LIFE AND PROPERTY, that medical assistance will be provided to anyone who is injured, alleges an injury, or requests medical assistance, stating, as follows: <i>It shall be the duty of each sworn officer of the Department to: preserve the public peace; protect life and property; assure medical assistance; and enforce and uphold the laws of the Commonwealth of Virginia and the Ordinances of the County of Fairfax.</i>	PD	Co. Atty's Office		Yes	PD
UOF - 4	Guiding Philosophy	108	Review policies on use of physical control equipment and techniques to assure that they address any unique requirements of vulnerable populations—including children, elderly persons, pregnant women, people with physical and mental disabilities, limited English proficiency, and others deemed appropriate by the on-scene officer(s).	PD	Co. Atty's Office	PERF #7	Yes	PD
UOF - 5	PERF Recommended	109	Implement all PERF Use of Force report recommendations except #54, "termination of the use of PIT." FCPD should complete an analysis for approval by the Board of Supervisors on whether or not to maintain or restrict PIT use. Complete a publicly available and periodically updated action plan that assigns responsibility by name or position and target date for completion of all of the other recommendations.	PD	Co. Atty's Office	PERF #1 - 71 (except #54)	Yes	PD (BOS for PERF Recommendation #54)
UOF - 6	Use of Force Policies	110	Establish a comprehensive and integrated policy on use of force to include training, investigations, prosecutions, data collection and information sharing. This policy must be clear, concise, and openly available for public inspection.	PD	Co. Atty's Office	PERF #13,14,16	Yes	PD
UOF - 7	Use of Force Policies	110	Consistent with the PERF Use of Force report, replace the current Department definition of use of force with a more comprehensive definition. Proposed new language: "Force means the following actions by a member of the department; any physical strike or instrumental contact with a person, or any significant physical contact that restricts movement of a person. Force includes the use of firearms, Electronic Control Weapons (ECWs), chemical spray, bean bag shotgun, PepperBall gun and hard empty hands; the taking of a person to the ground; the use of vehicles; or the deployment of a canine; and excludes escorting or handcuffing a person who is exhibiting minimal or no resistance."	PD	Co. Atty's Office	PERF #12, 13, 30, 45, 46, 47	Yes	PD



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UOF - 8a	Use of Force Policies	110	Amend General Order 540.1, USE OF FORCE, to Establish "sanctity of life" clearly and unambiguously as a philosophy and value system that remains paramount in the mind of every officer.	PD	Co. Atty's Office	PERF #4	Yes	PD
UOF - 8b	Use of Force Policies	110	Amend General Order 540.1, USE OF FORCE, to maintain "objectively reasonable" as the standard to be followed by an officer when determining whether to use force and all references to "reasonable" must therefore be understood to mean "objectively reasonable."	PD	Co. Atty's Office	PERF#8	Yes	PD
UOF - 8c	Use of Force Policies	110	Amend General Order 540.1, USE OF FORCE, to include as the definition of "reasonable: "...use of force is based on the totality of circumstances known by the officer at the time of the use of force and weighs the actions of the officer against his or her responsibility to protect public safety, as well as the suspect's civil liberties."	PD	Co. Atty's Office	PERF #8, 13	Yes	PD
UOF - 8d	Use of Force Policies	110	Amend General Order 540.1, USE OF FORCE, to reword, II. POLICY as follows: "A police officer shall employ only such force in discharge of his or her duty as is objectively reasonable in all circumstances. The use of force is to be generally considered by an officer as a last resort after discussion, negotiation or persuasion have been found to be ineffective or inappropriate in light of the situation. While the use of force is occasionally unavoidable, every police officer will refrain from unwarranted infliction of pain or suffering and will never engage in cruel, degrading or inhumane physical or verbal treatment of any person."	PD	Co. Atty's Office		Yes	PD
UOF - 8e	Use of Force Policies	111	In revising the General Order, and while first and foremost meeting the criteria specified by the Supreme Court, consider the Customs and Border Patrol's definition with regard to "Objectively Reasonable and the Totality of Circumstances," which is as follows: i. The reasonableness inquiry for an application of force is an objective one: the question is whether the officer's actions are objectively reasonable in light of the totality of facts and circumstances confronting him or her, without regard to underlying intent or motivation. ii. In determining whether a use of force is "objectively reasonable" an officer must give careful attention to the totality of facts and circumstances of each particular case, including: 1. Whether the suspect poses an imminent threat to the safety of the officer/agent or others; 2. The severity of the crime at issue; 3. Whether the suspect is actively resisting seizure or attempting to evade arrest by flight; 4. Whether the circumstances are tense, uncertain and rapidly evolving; and 5. The foreseeable risk of injury to involved suspects and others. iii. Totality of circumstances refers to all factors existing in each individual case. In addition to those listed in subsection e.ii., these factors may include (but are not limited to) the: 1. training, mental attitude, age, size and strength of the officer; 2. training, mental attitude, age, size and perceived strength of the suspect; 3. weapon(s) involved; 4. presence of other officers, suspects or bystanders; and 5. environmental conditions.	PD	Co. Atty's Office		Yes	PD
UOF - 8f	Use of Force Policies	111	Institute the following use of firearms requirements, by establishing or clarifying that: i. the act of a police officer placing his or her weapon "in a ready gun position" at a suspect will be a reportable action [NOTE: Un-holstering his or her weapon, pointing downward toward the ground next to an officer's leg, with finger on frame of weapon, is not to be a reportable action in the context of this policy as officers may do so when they reasonably believe or know suspects are nearby, i.e., entering a dark building, alley, other location of concern.]; ii. the "ready gun" position is defined as pointing the weapon, with finger on the frame of the weapon, so the officer can see the suspect's hands and waist.; iii. the officer must announce "Police!" after and not before attaining the "ready gun" position and if feasible followed by simple, specific and clear direction to the suspect; iv. the "ready gun" position will be utilized in the specific circumstance where it is necessary to establish control and gain compliance through the pointing of a firearm; v. the pointing of the firearm will be considered non-deadly use of force in this circumstance if the weapon is not aimed at center of mass, which is normally the chest; and vi. an officer's finger should be moved from the frame to the trigger of a weapon only if the use of deadly force is authorized under the objectively reasonable standard, which would exclude pointing a weapon at center of mass simply for control and compliance under the "ready gun" position addressed in iv. above.	PD	Co. Atty's Office		Yes	PD
UOF - 8g	Use of Force Policies	112	Requirements for assuring medical assistance should be instituted consistent with the following: i. State in Section II that "[i]n all situations, medical assistance shall be provided promptly to any person who is obviously injured, alleges an injury, or requests medical assistance." ii. Incorporate a separate implementation section, including a requirement that an operational and implementation plan be created and incorporated in the General Order. iii. Assure that any such plan includes ECW (Taser) non-lethal incidents and specifies the officer's medical action requirements in the event that an ECW deployment is taken against a suspect.	PD	Co. Atty's Office		Yes	PD

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UOF - 8h	Use of Force Policies	112	A requirement should be established with regard to the state of the officer at the time of an officer involved death or serious injury per the following: Drug and steroid testing will be conducted on police officers involved in incidents that result in death or serious injury as soon as possible after the incident but not longer than an amount of time as determined by medical experts to detect whether drugs or steroids were present in the officers at the time of the incident.	PD	DHR, Co. Atty's Office		Yes	BOS
UOF - 9	Use of Force Policies	112	Benchmark FCPD Use of Force policies and practices with those of five urban jurisdictions that are comparable in their economic base, population density, and population demographics to Fairfax County.	PD				PD
UOF - 10	Use of Force Policies	112	Restrict vehicle pursuit to only those situations where there is a reasonable suspicion that a violent felony has been committed and that there is a potential for imminent risk to public safety and/or injury to individuals if pursuit is not initiated.	PD	DPSC	PERF #52, 53, 54, 55	Yes	PD
UOF - 11	Use of Force Reporting	113	Engage in robust public reporting on the demographics of the suspects in all use of force incidents and in-custody deaths, including for each incident: race, gender, age; any indicators of homelessness and of mental illness and CIT response; any previous involvement with FCPD; the type of weapon, if any, in the suspect's possession; police use of force; and resulting death/injury.	PD	PD, Co. Atty's Office	PERF # 65, 70	Yes	PD
UOF - 12	Use of Force Reporting	113	Collect and publicly report online all uses of force that result in death or serious injury; specifically for purposes of determining (a) whether the actions taken or not taken conformed to FCPD policies and procedures; (b) prior instances of use of force by the officer(s) involved and determination of appropriateness; and (c) opportunities for officer, supervisor, and commander training. (Note: Release of use of force data does not necessarily have to include names of officers or victims until cases are concluded.)	PD	Co. Atty's Office, CWA	PERF # 65, 70	Yes	PD
UOF - 13	Use of Force Reporting	114	Annually report to the U.S. Department of Justice through the FBI's Uniform Crime Reporting System, all use of force and in-custody deaths, and disseminate such data to the public.	PD	OPA	PERF # 65, 70		PD
UOF - 14a	Use of Force Reporting	114	Assure timely and consistent information is presented for all officer involved shootings and lethal incidents within 72 hours, to include a narrative of the incidents and aftermath, updated in real time, including all UOF events that result in death or serious injury, not just shootings.	PD	OPA	PERF # 65, 70	Yes	PD
UOF - 14b	Use of Force Reporting	114	Assure timely and consistent information is presented for all officer involved shootings and lethal incidents within 72 hours, to include the details available in all press releases, updates and other public information should be integrated into the summaries, including names suspects and officers and links to press releases and their updates provided.	PD	Co. Atty's Office	PERF # 65, 70	Yes	PD
UOF - 14c	Use of Force Reporting	114	Assure timely and consistent information is presented for all officer involved shootings and lethal incidents within 72 hours, to include demographic information: race, age, gender, whether the call included concerns about a mental health crisis, whether the suspect was homeless.	PD	Co. Atty's Office	PERF # 65, 70	Yes	PD
UOF - 14d	Use of Force Reporting	114	Assure timely and consistent information is presented for all officer involved shootings and lethal incidents within 72 hours, to include information on what special teams were involved, if any.	PD		PERF # 65, 70	Yes	PD
UOF - 14e	Use of Force Reporting	114	Assure timely and consistent information is presented for all officer involved shootings and lethal incidents within 72 hours, to include appropriate information about whether/what discipline was administered in cases with policy violations.	PD	Co. Atty's Office, DHR	PERF # 65, 70	Yes	BOS
UOF - 14f	Use of Force Reporting	114	Assure timely and consistent information is presented for all officer involved shootings and lethal incidents within 72 hours, to include any changes of policy or training that result from review and lessons learned from the use of force incidents.	PD	Co. Atty's Office	PERF #65, 70	Yes	PD
UOF - 15a	Body Cameras	116	Mandate that FCPD police patrol officers employ body cameras to record all interactions with members of the public, contingent on the enactment of laws, policies, and procedures that protect individual privacy.	PD	Co. Atty's Office, DIT, CWA, Govt. Relations		Yes	BOS
UOF - 15b	Body Cameras	116	Mandate that FCPD police patrol officers employ body cameras to record all interactions with members of the public, contingent on the provision that police officers are consulted, with feedback provided as to how their concerns and recommendations were considered.	PD	Co. Atty's Office, DIT, CWA		Yes	BOS

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UOF - 15c	Body Cameras	116	Mandate that FCPD police patrol officers employ body cameras to record all interactions with members of the public, contingent on the implementation of a training program not only for police officers, but the wide-ranging personnel who will oversee, process and manage the digital data, as well as for prosecutors who will use the data for criminal prosecutions.	PD	Co. Atty's Office, DIT, CWA		Yes	BOS
UOF - 16	Tasers / ECW	117	Reclassify Electronic Control Weapons as "less-lethal weapons" rather than "non-deadly weapons" per the recommendation by the 2011 Electronic Control Weapons Guidelines and the PERF Report.	PD	Co. Atty's Office	PERF #30	Yes	PD
UOF - 17	Tasers / ECW	117	Mandate that all uniformed officers in enforcement units carry an ECW on their duty belt (or elsewhere on their person if necessary) when on patrol. The recommendation is contingent on police officers being consulted on how best to implement the all-carry requirement and that feedback be provided to them as to how their concerns and recommendations were considered.	PD	DMB	PERF #32		BOS
UOF - 18	Tasers / ECW	118	Mandate that all detectives and plainclothes officers, regardless of rank, carry an ECW in their vehicles when on duty; contingent on officers being consulted on how best to implement the all-carry requirement and that feedback be provided to them as to how their concerns and recommendations were considered.	PD	DMB			BOS
UOF - 19	Tasers / ECW	118	General Order 540.1, USE OF FORCE - replace all use of the term "excited delirium" with a more medically and physiologically descriptive term.	PD	Co. Atty's Office, CWA	PERF #18	Yes	PD
UOF - 20	Tasers / ECW	118	Prohibit use of an ECW on a handcuffed, or otherwise restrained individual, who is actively resisting, unless an objectively reasonable officer concludes that the resistance could result in serious injury to him or herself or others and less severe force alternatives have been ineffective or are deemed unacceptable for the situation.	PD	Co. Atty's Office	PERF #27	Yes	PD
UOF - 21	Tasers / ECW	118	Prohibit use of an ECW on a frail or elderly person, child or a pregnant woman unless deadly force would otherwise be justified, since they face an elevated risk.	PD	Co. Atty's Office	PERF #28	Yes	PD
UOF - 22	Tasers / ECW	118	Absent exigent circumstances, require supervisory approval for ECW use on a suspect in excess of three cycles.	PD	Co. Atty's Office		Yes	PD
UOF - 23	Tasers / ECW	118	Treat each ECW cycle as an independent application of the device, thus requiring its own justification, since multiple or prolonged ECW shocks may increase the risk of adverse effects on the heart or respiratory system.	PD	Co. Atty's Office	PERF #33	Yes	PD
UOF - 24	SWAT	119	Employ SWAT and the use of other advanced tactics only in situations where there is a high risk of violence, resistance, or harm to the officers involved, the public or the suspect as defined by set of "high risk" factors that are captured in the recent modifications to the Risk Assessment Matrix.	PD	Co. Atty's Office	PERF #62, 63, 64		PD
UOF - 25	SWAT	119	Consolidate FCPD policies and protocols, including threat assessment, supervisory approval, training and post-use review and lessons learned, for the use and documentation of SWAT and other advanced tactics.	PD		PERF #66	Yes	PD
UOF - 26	SWAT	119	Require that all police divisions, most notably the Narcotics Division, employ the same risk assessment procedures as SWAT for planning any high-risk operation.	PD				PD
UOF - 27	SWAT	119	Ensure broad community understanding of FCPD SWAT capabilities and how and when SWAT can be deployed.	PD		PERF #60		PD
UOF - 28	SWAT	119	Ensure that SWAT SOPs and the recently updated threat assessment process are clear in their requirement for approval by a single designated command officer who will bear overall responsibility for each use of SWAT.	PD		PERF #60, 62, 63, 64, 65, 66		PD
UOF - 29a	SWAT	119	Establish policies and practices that ensure SWAT is deployed proportional to the unique needs of each individual incident.	PD		PERF #60		PD

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UOF - 29b	SWAT	119	Include a trained crisis negotiator with every SWAT deployment.	PD				PD
UOF - 29c	SWAT	119	Require SWAT officers to wear body cams during every deployment.	PD	Co. Atty's Office		Yes	BOS
UOF - 29d	SWAT	119	Require that every SWAT deployment results in a post-deployment report that documents the following, in a manner that allows for the data to be readily compiled and analyzed for lessons learned: i. the purpose of the deployment; ii. the specific reason for believing that the situation for which the SWAT team was being deployed presented an imminent threat to the lives or safety of civilians and/or police personnel; iii. whether forcible entry or a breach was conducted and, if so, the equipment used and for what purpose; iv. whether a distraction device was used and, if so, what type and for what purpose; v. whether an armored personnel carrier was used and, if so, for what purpose; vi. the race, sex, ethnicity and age of each individual encountered during the deployment, whether as a suspect or bystander; vii. whether any civilians, officers, or domestic animals sustained any injury or death; viii. a list of any controlled substances, weapons, contraband, or evidence of crime that is found on the premises or any individuals; and ix. a brief narrative statement describing any unusual circumstances or important data elements not captured in the list above.	PD		PERF #66		PD
UOF - 30	Mobile Crisis	120	Establish as a budget priority the 24-hour staffing of three additional Mobile Crisis Units, by directing the immediate funding of a second Mobile Crisis Unit, in support of the Mental Health Subcommittee recommendation 15; and over the appropriate budget cycles, but no later than January 1, 2017, fund of two additional Mobile Crisis Units, for a total of four units, one for each human services district.	CSB	PD, DMB			BOS
UOF - 31	Oversight	122	Implement independent investigative oversight and civilian review of Use of Force incidents. Consistent with the findings of the White House Task Force and the recommendations of NACOLE, independent oversight and civilian review will provide public accountability, trust and confidence, education of both the public and the police, and a positive, ongoing feedback loop that would result in the reduction of both UOF incidents and complaints.	Dep. Co. Exec. for Public Safety	PD, Co. Atty's Office, CWA		Yes	BOS
UOF - 32	Oversight	122	Establish a police legal advisor position within FCPD who would not only advise the department on legal issues but also ensure implementation of recommendations and timely implementation of policy changes.	PD	Co. Atty's Office, DMB		Yes	BOS
UOF - 33	Oversight	122	Collect data, and publish an annual statistical report, covering all stops, frisks, citations, arrests, and use-of force by district station and magisterial district - include the race, gender, and ethnicity of the individual involved and note whether the suspect is homeless and/or if a mental health crisis is a factor. The data should also include the race, gender and ethnicity of the FCPD officer involved and whether the interaction was initiated by FCPD or by the suspect. Document the outcome of each incident and regularly report the collected data to the BOS and the public and post the data online.	PD	Co. Atty's Office	PERF #70	Yes	PD
UOF - 34	Oversight	122	Reconstitute the FCPD Use of Force Committee to review selective use of force events, to include the decision to employ UOF, use of de-escalation and alternatives, compliance with law and regulations, as well as administrative, training, supervisory and tactical issues.	PD	Co. Atty's Office			PD
UOF - 34a	Oversight	122	The Use of Force Committee should receive and consider after action reports (AARs) on each selected use of force event, identify lessons learned, and make recommendations as to any needed changes in policy or practice. The Committee should meet on a regular basis (no less than semi-annually) with the Independent Auditor and the Civilian Review Panel to identify and address issues of concern arising out of use of force incidents and FCPD policies and practices.	PD	Co. Atty's Office		Yes	BOS
UOF - 34b	Oversight	122	At least two members of the public should be appointed to the Use of Force Committee to ensure that the police and public can mutually benefit from their respective views about a use of force situation and contribute to any lessons that might be learned in the process. The policies and procedures guiding the appointment and role of the civilian appointees should be developed with public review and input and should protect against real or perceived conflicts of interest and assure that they are bound by the level of confidentiality that will protect candid and honest assessments, which is at the core of an effective continuous improvement process, as well as related criminal investigations.	PD	Co. Atty's Office		Yes	BOS
UOF - 34c	Oversight	123	Experts and representatives from other law enforcement agencies should be invited to attend Use of Force Committee meetings to provide critical external perspective, insight and expertise on a permanent or ad hoc basis.	PD				PD

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UOF - 35	Oversight	123	The Board of Supervisors should review the Police Chief's determination in all lethal UOF cases and go on record with approval or disapproval of the action.	Co. Atty's Office	PD		Yes	BOS
UOF - 36a	Workforce Practices	124	Give emphasis in police officer basic and in-service training to the distinction in the use of "ready gun" and muzzle pointing in the conduct of a building search and room clearing.	PD		PERF #58		PD
UOF - 36b	Workforce Practices	124	Give emphasis in police officer basic and in-service training to skill development in the use of de-escalation, tactical retreat and verbal interaction as alternatives to use of force.	PD		PERF #41, 57, 58		PD
UOF - 36c	Workforce Practices	124	Give emphasis in police officer basic and in-service training to the expected and effective use of Crisis Intervention Training.	PD		PERF #67		PD
UOF - 36d	Workforce Practices	124	Give emphasis in police officer basic and in-service training to tactical and operational training on lethal and nonlethal use of force, with emphasis on de-escalation and tactical retreat skills.	PD		PERF #56, 57, 58		PD
UOF - 37	Workforce Practices	124	Establish a "hire-to-retain" focus on officer fitness to serve, particularly in relation to any propensity for being overly aggressive in the conduct of duty. This focus should be a key component in: vetting and selection; ensuring that the Early Identification System is monitoring officer-involved shootings, excessive use of force incidents, and complaints of abuse of power; monitoring each officer's known and understood risk factors to ensure that they maintain the right personality and temperament for policing; reinforcing the "duty-to-intervene"; providing services to assist officers who may need attention or treatment.	PD	Co. Atty's Office, DHR	PERF #1	Yes	PD
UOF - 38	Workforce Practices	125	Conduct a study of the relationship of the supervisor to the patrol officers, including the current ratio as a potential factor in strengthening the leadership direction provided to patrol officers in non-routine situations, particularly as it relates to the potential for use of force.	PD	DHR, DMB			BOS
UOF - 39	Workforce Practices	125	Conduct a workforce climate survey and publish summary results on a biennial basis to monitor FCPD's operating culture, including officer attitudes about their work, leadership and equipment; or any perceived barriers to their ability to perform their duties consistent with FCPD's values, philosophy and policies. Use the detailed survey results broken down by organizational unit as a basis for dialogue between and among police officers, supervisors and the command structure.	PD	DHR			PD
UOF - 40	UOF Sub-Committee	126	The charter for the UOF subcommittee should be extended beyond the completion of the Ad Hoc Commission's report and presentation to the Board of Supervisors to meet its charge to "...review the roles of and relationships between the FCPD, the Office of the County Attorney, and the Office of the Commonwealth's Attorney in connection with use of force and critical incident responses; follow up on open issues, such as the internal FCPD UOF Committee charter; and support implementation of any of the UOF recommendations for which UOF Subcommittee participation would be beneficial.	Dep. Co. Exec. for Public Safety	PD, Co. Atty's Office, CWA		Yes	BOS
<b>INDEPENDENT OVERSIGHT AND INVESTIGATIONS COMMITTEE</b>								
IOV&I - 1	Investigations	180	Criminal investigations of FCPD officers involved in incidents in which an individual is killed or seriously injured as defined in General Order 540.1 ("Death or Serious Injury Cases") should continue to be conducted by the FCPD Major Crimes Division. Exceptions could occur when the Chief of Police, in consultation with the Commonwealth's Attorney, determines that the criminal investigation should be conducted by investigators from another Northern Virginia jurisdiction police department or by the Virginia State Police.	PD & CWA	Co. Atty's Office		Yes	PD & CWA
IOV&I - 2	Investigations	180	Funds should be appropriated to the Commonwealth's Attorney's Office to allow for the fulltime employment of two independent criminal investigators who will report to and be used at the discretion of the Commonwealth's Attorney in connection with criminal investigations within the scope of the Independent Police Auditor.	CWA	Dep. Co. Exec. for Public Safety, DMB			BOS
IOV&I - 2a	Investigations	181	Such investigators shall participate in MCD criminal investigations of cases as the Commonwealth's Attorney may direct and may be used in connection with other criminal investigations, time permitting.	PD & CWA	Co. Atty's Office		Yes	PD & CWA
IOV&I - 2b	Investigations	181	The Independent Police Auditor shall monitor MCD criminal investigations of cases and other criminal investigations within the scope of the responsibilities of the Independent Police Auditor.	Dep. Co. Exec. for Public Safety	CWA, Co. Atty's Office, PD		Yes	BOS

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IOV&I - 3	Investigations	181	FCPD Internal Affairs investigations should be conducted concurrently with the criminal investigation to the extent practicable, provided that the Constitutional and statutory rights of any potential subject of the criminal investigation are fully protected.	Dep. Co. Exec. for Public Safety	CWA, Co. Atty's Office		Yes	BOS & CWA
IOV&I - 4	Investigations	181	The right of FCPD officers under the Virginia Law Enforcement Officers Procedural Guarantee Act to be "questioned at a reasonable time and place" shall continue to be preserved, but the questioning should commence as soon as reasonable, under all of the relevant facts and circumstances, as determined by the Commonwealth's Attorney in consultation with the Chief of Police.	Dep. Co. Exec. for Public Safety	CWA, Co. Atty's Office		Yes	BOS & CWA
IOV&I - 5	Investigations	181	All FCPD officers shall be required to abstain from speaking to other officers involved or having witnessed any conduct subject to a MCD or IAB investigation within the scope of the responsibilities of the Independent Police Auditor, or to any third parties involved in or witnessing such conduct until advised by MCD or IAB that they may do so.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	PD
IOV&I - 6	Prosecution	181	The prosecution, including the decision whether to charge an FCPD officer with a crime arising out of a death or serious injury case, or other case within the scope of the responsibilities of the Independent Police Auditor, should continue to be handled by the Commonwealth's Attorney for Fairfax County unless the Commonwealth's Attorney determines that the prosecution, including the decision to charge, should be handled by another Virginia Commonwealth's Attorney.	CWA	Dep. Co. Exec. for Public Safety, PD, Co. Atty's Office		Yes	CWA
IOV&I - 7	Prosecution	181	The Commonwealth's Attorney should be requested to issue timely and comprehensive public reports in any case involving death or serious injury when no criminal charges are filed. The reports should describe the investigation conducted by the FCPD, any additional investigation or consultation undertaken by the Commonwealth's Attorney, and the basis for the conclusions reached by the Commonwealth's Attorney.	CWA	Dep. Co. Exec. for Public Safety, Co. Atty's Office, PD, OPA		Yes	CWA
IOV&I - 8	Independent Auditor	183	The Fairfax County Board of Supervisors shall establish the Office of Independent Police Auditor ("Auditor").	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 8a	Independent Auditor	183	The Auditor shall be appointed by and report directly to the Board of Supervisors.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 8b	Independent Auditor	183	The Auditor shall have experience in public safety, public program auditing, the investigation of police operations and use of force incidents. In order to ensure the Independent Auditor is perceived as truly independent, the Auditor shall have never been employed by Fairfax County.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 8c	Independent Auditor	183	The Auditor shall review (i) all investigations of death or serious injury cases conducted by the IAB; and (ii) all use of force investigations by IAB which are the subject of a public complaint made to the FCPD or the Auditor.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, CWA		Yes	BOS
IOV&I - 8d	Independent Auditor	183	The Auditor shall have full access to the MCD criminal investigation file as well as full access to the IAB file, including any administrative action taken, for each investigation reviewed. The Auditor shall be entitled to receive copies of any portion(s) of such files.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, CWA,		Yes	BOS
IOV&I - 8e	Independent Auditor	183	The Auditor shall determine with respect to each such MCD and IAB investigation its thoroughness, completeness, accuracy, objectivity and impartiality.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 8f	Independent Auditor	183	The Auditor shall be appointed by the Board of Supervisors for a term not less than 2 years and not more than 5 years, with a goal of maintaining continuity and independence, subject to dismissal only for good cause.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 9	Independent Auditor	183	The Auditor shall participate in and monitor IAB investigations within its scope of responsibilities.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 9a	Independent Auditor	184	The County Executive or his/her designee shall require, subject to discipline up to and including termination, the attendance and testimony of any Fairfax County employee, including all Fairfax County law enforcement officers, whose appearance at the interview is requested by the Auditor, and shall also require the production of any documents or other materials in the possession of the FCPD or other County offices and departments.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, DHR		Yes	BOS
IOV&I - 10	Independent Auditor	184	If the Auditor determines that an IAB investigation was deficient or that IAB's conclusions as to the relevant facts were incorrect or unsupported by the evidence, the Auditor may request further investigation by IAB or the Auditor may conduct such further investigation.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 11	Independent Auditor	184	Absent good cause, the Auditor shall issue a public report with respect to each reviewed investigation within sixty (60) days of the Auditor's access to the complete IAB file.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, OPA		Yes	BOS

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IOV&I - 12	Independent Auditor	184	The FCPD shall provide a public report quarterly to the Auditor on the disposition of all citizen complaints made against the FCPD. The Auditor shall be provided such additional information as the Auditor may deem necessary to enable him/her to determine that the FCPD is properly responding to and investigating complaints in a timely manner.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 13	Independent Auditor	184	An individual may file a complaint concerning alleged misconduct by a Fairfax County law enforcement officer involving a death or serious injury case, the use of force, or the death of an individual with the FCPD for investigation or the citizen may instead file the complaint with the Auditor, who shall immediately forward the complaint to the FCPD for investigation, which will report on the disposition of the complaint within 30 days..	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 14	Independent Auditor	184	If the Auditor disagrees with the results or conclusions of an IAB investigation in a death or serious injury case, the Auditor shall advise the Chief of Police who shall resolve the disagreement and make the final decision. The Chairman of the Board of Supervisors shall be informed of the Auditor's disagreement and the ultimate resolution. The Chief's decision shall be made in a public statement that sets forth the basis for the Chief's resolution of the disagreement.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 15	Independent Auditor	184	The Auditor shall make public recommendations to the Chief of Police, with copies to the Chairman of the Board of Supervisors, concerning the revision of FCPD policies, training, and practices based on the Auditor's reviews. The Auditor shall also issue a public report annually concerning the thoroughness, completeness, accuracy, objectivity and impartiality of the IAB investigations reviewed by the Auditor.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, OPA		Yes	BOS
IOV&I - 16	Independent Auditor	184	The Auditor shall have an adequate budget and a trained staff to meet his/her responsibilities. The Auditor's office shall be separate and apart (physically and administratively) from those of the FCPD and the Commonwealth's Attorney.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 17	Independent Auditor	184	Any findings, recommendations and actions taken by the Auditor shall reflect the Auditor's independent judgment. No person shall use his/her political or administrative position to attempt to unduly influence or undermine the independence of the Auditor, or his/her staff or agent, in the performance of his/her duties and responsibilities.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 18	Civilian Review	186	Fairfax County shall establish a Civilian Review Panel ("Panel") to review complaints concerning alleged FCPD misconduct.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 18a	Civilian Review	186	Panel members shall be appointed by the Chairman of the Board of Supervisors, with the approval of the Board, for a term of three (3) years, subject to dismissal only for good cause. A Panel member may be appointed to no more than two (2) consecutive terms. The terms of the Panel members shall be staggered. The Panel members shall elect one of their members to serve as Chair of the Panel.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 18b	Civilian Review	186	The Panel shall be composed of seven (7) citizens and two (2) alternates residing in Fairfax County with expertise and experience relevant to the Panel's responsibilities.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 18c	Civilian Review	186	Factors to be considered in appointing Panel members include: community and civic involvement; diversity; law enforcement and/or criminal investigative experience, reputation in the community; and other factors designed to ensure a balanced Panel representative of Fairfax County. No Panel member shall be a current or former employee of Fairfax County, shall hold a public office, or shall have a relative who is a member of the FCPD. One (1) of the Panel members shall have prior law enforcement experience (other than as a member of the FCPD).	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 18d	Civilian Review	186	The Panel shall be authorized to retain a criminal investigative consultant to assist it with the fulfillment of its responsibilities.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 19	Civilian Review	186	An individual may file a complaint with or request a review of a completed internal FCPD investigation by the Panel concerning an alleged "abuse of authority" or "serious misconduct" by a Fairfax County police officer. The Panel shall not review alleged misconduct that is subject to review by the Auditor.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 19a	Civilian Review	186	"Abuse of authority" and "serious misconduct" shall be defined by the Panel and may include, the use of abusive, racial, ethnic or sexual language; harassment or discrimination based on race, color, sex, religion, national origin, marital status, age, familial status, or disability; the reckless endangerment of a detainee or person in custody; and serious violations of Fairfax County or FCPD policies or procedures.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 19b	Civilian Review	186	The Panel shall refer any complaint within its scope that it receives to the FCPD for review and handling. Absent good cause, the FCPD shall provide a public report to the Panel within sixty (60) days after receipt of the complaint with respect to its review and handling of the complaint.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 19c	Civilian Review	186	Any request for review of a completed FCPD investigation shall be filed, absent good cause as determined by the Panel, within sixty (60) days of the requester being notified of the completion of the internal FCPD investigation.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS

AD HOC POLICE PRACTICES REVIEW COMMISSION REPORT RECOMMENDATIONS ASSIGNMENT AND TRACKING SPREADSHEET								
NUMBER (original or assigned)	TOPIC	REPORT PAGE	RECOMMENDATION NARRATIVE	LEAD AGENCY / ENTITY	OTHER AGENCIES / STAKEHOLDERS	LINK PERF REPORT / CALEA	POTENTIAL LEGAL REVIEW / LEGISLATIVE CHANGE REQUIRED	APPROVING AUTHORITY (i.e., BOS, PD, CSB, etc.)
IOV&I - 20	Civilian Review	186	Absent good cause, within forty-five (45) days of receipt of the FCPD investigation report (if any) relating to the alleged misconduct or within forty-five (45) days of the receipt of the FCPD report if there was no IAB investigation, the Panel may schedule a public hearing to review the FCPD investigation.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 20a	Civilian Review	186	The complainant and the FCPD (including the involved FCPD officers) shall be afforded the opportunity to personally present evidence, statements, and arguments to the Panel.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 20b	Civilian Review	186	Command staff and IAB investigators shall appear before the Panel upon request to answer any questions from the Panel as to the investigation and action taken or not taken. The County Executive or his/her designee shall produce any documents or other materials in the possession of the FCPD or other County offices and departments as requested by the Panel. At the Panel's discretion, further investigation by IAB may be requested.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 21	Civilian Review	187	The Panel review of the investigation shall be completed and a public report issued within 60 days of the filing of a request for review. If the Panel disagrees with the findings of the investigation, the Panel shall publicly advise the Chairman of the Board of Supervisors who shall refer the Panel's conclusion to the Chief of Police for further consideration.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD		Yes	BOS
IOV&I - 22	Civilian Review	187	The Panel shall issue an annual report to the public describing its activities for the reporting year, including recommendations to the Board of Supervisors and the Chief of Police, including revisions to FCPD policies, training, and practices that the Panel concludes are needed.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, OPA		Yes	BOS
IOV&I - 23	Civilian Review	187	The Auditor shall make quarterly reports on its review of IAB investigations and its other work during the preceding quarter, and meet with the Panel at the Panel's request for further review of the Auditor's report and work.	Dep. Co. Exec. for Public Safety	Co. Atty's Office, PD, OPA		Yes	BOS
IOV&I - 24	Follow-Up	187	Fairfax County should establish an Ad Hoc Police Practices Review Commission every 5 years to review and, as needed, make recommendations concerning FCPD policies and practices, and those of the Independent Police Auditor and the Civilian Review Panel.	Dep. Co. Exec. for Public Safety	PD		Yes	BOS