

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 10, 2024**

AGENDA

9:30

Presentations

10:00

Matters Presented by Board Members

10:00

Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Reservation Drive (Springfield District)

2

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Blueridge View Drive (Sully District)

3

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Southwick Street (Providence District)

4

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Tysons East Pump Station (Dranesville District)

5

Authorization to Advertise a Public Hearing on a Proposal to Abandon Portions of Cannonball Road (Braddock District)

6

Authorization to Advertise a Public Hearing to Consider Proposed Amendments to Fairfax County Code Section 82-5-32, Removal, Immobilization, and Disposition of Vehicles Unlawfully Parked on Private or County Property

7

Authorization to Advertise a Public Hearing to Consider Proposed Amendments to the Police Officers Retirement Systems Ordinances

8

Authorization for the Department of Public Works and Environmental Services to Apply for and Accept Grant Funding from the U.S. Department of Defense Readiness and Environmental Protection Integration Program for the Pohick Stream Stabilization Project

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 10, 2024**

ACTION ITEMS

- | | |
|---|--|
| 1 | Presentation of the Delinquent Tax List for Tax Year 2023 (FY 2024) |
| 2 | Authorization of the Amended and Restated Interim Real Estate Exchange Agreement Between the Fairfax County Board of Supervisors and Inova Health Care Services Regarding the Joint Redevelopment at Reston Town Center North (Hunter Mill District) |
| 3 | Grant Agreement Between the Virginia Resources Authority and Fairfax County (County) for the Little Pimmit Run Tributary at Woodland Terrace Project (Dranesville District) |
| 4 | Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Voluntary Acquisition of Three Land Parcels at 8800 Richmond Highway to Restore the Riparian Buffer and Floodplain Functions (Mount Vernon District) |

CLOSED SESSION

Closed Session

**ACTION ITEMS
(continued)**

- | | |
|-----------------------|---|
| 2:30 p.m.
Action 5 | Board Approval of a Minor Variation Request for RZ-2020-PR-008 by Westpark Corporate Center, L.L.C., to Increase the Height of One Building by 11.28% Above what is Shown on the Conceptual Development Plan/Final Development Plan (CDP/FDP) (Providence District) |
|-----------------------|---|

**PUBLIC
HEARINGS**

- | | |
|------|--|
| 2:30 | Public Hearing on SE 2024-HM-00004 (ST Wiehle LLC) (Hunter Mill) |
| 2:30 | Public Hearing on SEA 98-M-009-03 (Most Reverend Michael F. Burbidge, Bishop of the Catholic Diocese of Arlington and his Successors in Office) (Mason District) |
| 2:30 | Public Hearing on SE 2023-HM-00028 (Kidsdom Montessori Inc. and Imran A. Mufti) (Hunter Mill District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 10, 2024**

**PUBLIC
HEARINGS
(continued)**

2:30	Public Hearing on RZ 2023-SU-00017 Concurrent with PCA 78-S-063-14 (Pulte Home Company, LLC) (Sully District)
3:00	Public Hearing to Consider Proposed Amendments to Fairfax County Code Section 84.1-6-3, Increasing Taxicab Rates
3:00	Public Hearing on AF 2024-SP-00001 (AR 98-S-001-03) (Bierly Local Agricultural and Forestal District Renewal) (Springfield District)
3:00	Public Hearing on AF 2023-SP-00007 (AR 2016-SP-001-01) (Dyer Local Agricultural and Forestal District Renewal) (Springfield District)
3:00	Public Hearing on Proposed Plan Amendment SSPA 2023-III-1FC(A), Fair Lakes Study, Phase I, Located North of Interstate 66 Between West Ox Road and Stringfellow Road (Springfield District)
3:30	Public Hearing to Consider Adopting an Ordinance Expanding the Madison Residential Permit Parking District, District 11 (Hunter Mill District)
3:30	Public Hearing to Consider Proposed Amendments to the Uniformed Retirement Systems Ordinances
3:30	Public Hearing on Proposed Plan Amendment 2023-CW-1CP, For-Sale Workforce Dwelling Unit Policy and Program
4:30	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Data Centers



Fairfax County, Virginia

BOARD OF SUPERVISORS

AGENDA

**Tuesday
September 10, 2024**

9:30 a.m.

PRESENTATIONS

- PROCLAMATION — To designate Sept. 17-23, 2024 as Constitution Week in Fairfax County. Requested by Chairman McKay and Supervisor Jimenez.
- RESOLUTION — To recognize Cox Charities and the recipients of its 2024 community grants, for their contributions to the community. Requested by Chairman McKay.
- PROCLAMATION — To designate September 2024 as Suicide Awareness Month in Fairfax County. Requested by Chairman McKay and Supervisors Walkinshaw and Smith.
- RESOLUTION — To recognize the 40th anniversary of Channel 16. Requested by Chairman McKay.

STAFF:

Tony Castrilli, Director, Office of Public Affairs

Jeremy Lasich, Office of Public Affairs

Imtiaz Ali, Office of Public Affairs

Board Agenda Item
September 10, 2024

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
September 10, 2024

10:00 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Reservation Drive (Springfield District)

ISSUE:

Board endorsement of a “Watch for Children” sign as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Reservation Drive (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” sign as soon as possible.

TIMING:

Board action is requested on September 10, 2024, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for the installation of one or more “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(s) will be effectively located and will not conflict with any other traffic control devices.

On June 25, 2024, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for one “Watch for Children” sign on Reservation Drive.

Board Agenda Item
September 10, 2024

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:

None.

STAFF:

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 2

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Blueridge View Drive (Sully District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment I) endorsing a traffic calming plan for Blueridge View Drive (Attachment II) consisting of the following:

- Two Speed Humps on Blueridge View Drive (Sully District)

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

TIMING:

Board action is requested on September 10, 2024, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:

As part of 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 speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure 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 the residents within the ballot area in the adjacent community.

On July 1, 2024, FCDOT received verification from the Sully District Supervisor's office confirming community support for the Blueridge View Drive traffic calming plan.

Board Agenda Item
September 10, 2024

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$40,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Blueridge View Drive

Attachment II: Traffic Calming Plan for Blueridge View Drive

STAFF:

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
BLUERIDGE VIEW DRIVE
SULLY 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 10, 2024, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Blueringe View Drive have requested the Sully District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Blueringe View Drive; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Blueringe View Drive indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

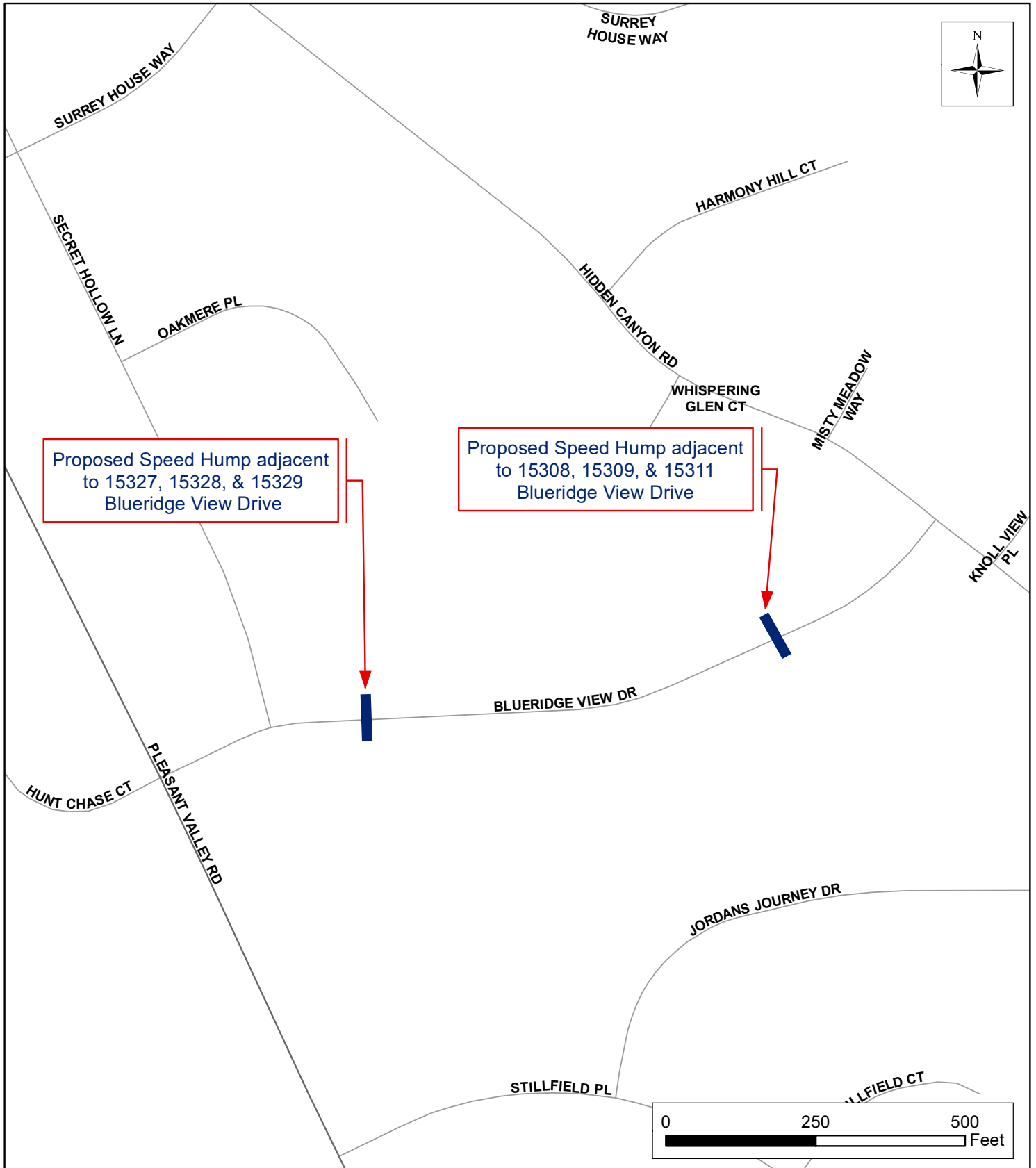
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Blueringe View Drive as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 10th day of September, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 53-3 & 53-4

July 2024

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Blue Ridge View Drive
Sully District**



ADMINISTRATIVE - 3

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Southwick Street (Providence District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment I) endorsing a traffic calming plan for Southwick Street (Attachment II) consisting of the following:

- Two Speed Humps on Southwick Street (Providence District)

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

TIMING:

Board action is requested on September 10, 2024, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:

As part of 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 speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure 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 the residents within the ballot area in the adjacent community.

On June 20, 2024, FCDOT received verification from the Providence District Supervisor's office confirming community support for the Southwick Street traffic calming plan.

Board Agenda Item
September 10, 2024

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$38,500 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Southwick Street

Attachment II: Traffic Calming Plan for Southwick Street

STAFF:

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
SOUTHWICK STREET
PROVIDENCE DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 10, 2024, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Southwick Street have requested the Providence District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Southwick Street; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Southwick Street indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

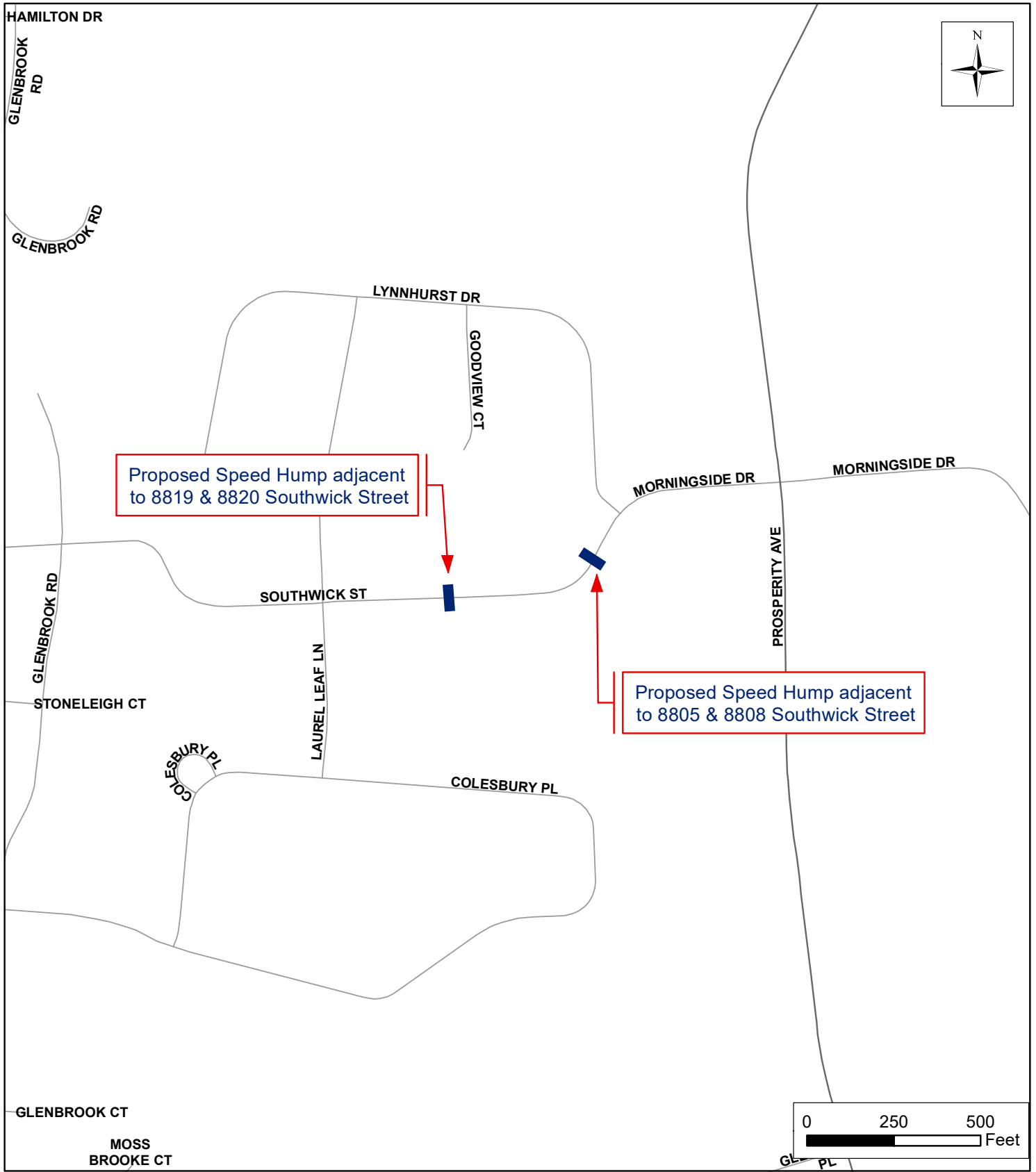
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Southwick Street as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 10th day of September, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 58-2 & 59-1

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Southwick Street
Providence District**

July 2024



Board Agenda Item
September 10, 2024

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Tysons East Pump Station (Dranesville District)

ISSUE:

Board of Supervisors (Board) authorization to advertise a public hearing (Attachment 1) on the acquisition of certain land rights necessary for the construction of Project WW-000034-001, Tysons East Pump Station, Fund 690-C69310, Sewer Bond Construction.

RECOMMENDATION:

The Fairfax County (County) Executive recommends that the Board authorize advertisement of a public hearing for October 8, 2024, commencing at 4:00 p.m.

TIMING:

The Board action is requested on September 10, 2024, 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 building a new 10 million gallon per day (MGD) pump station, a new force main, and new gravity sewer.

Land rights for these improvements are required on one property. The construction of this wastewater (sanitary sewer) project requires a whole parcel acquisition.

Negotiations are in progress with the affected property (Attachment 2) 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 15.2-1901 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.

EQUITY IMPACT:

The project area is located within a Census block with a Low Vulnerability level according to the County's Vulnerability Index, however the project collects wastewater from numerous communities upstream who live in communities with a higher vulnerability level than the impacted property.

The project and this action align with multiple focus areas of the One Fairfax Policy. While construction of the proposed wastewater (sanitary sewer) facility will be in the Dranesville District, the projects' sewer lines will collect wastewater from the Providence and Dranesville Districts, including the Tysons East community. One Fairfax focus area 2 stresses the importance of providing more housing units, most notably those in mixed-use areas to the community, such as those proposed in the Tysons East comprehensive plan. The construction of a new pump station aligns with focus area 11's guidance to build an environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability. The installation of this wastewater pump station facilitates that goal. Finally, the project promotes focus area 12's goal of ensuring a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now, and for future generations.

The project location (Attachment 3) was selected based on an engineering analysis completed by the Department of Public Works and Environmental Services (DPWES). The analysis developed a technical based criteria to evaluate the merits of the various alternative locations available. The site selected was the location that best met the criteria developed. The equity impact of Land Acquisition Division (LAD) process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. LAD staff engage property owners in their preferred method of communication and at times that are agreeable to the owner. LAD provides transparency of practice and attempts to offer reasonable language and disability accommodation from the start of the acquisition process.

As a result of the project design, ensured by the process used to obtain land rights, the overall impact of this action provides a long-term positive equity impact because of the projects goal of enhancing environmental quality.

Board Agenda Item
September 10, 2024

FISCAL IMPACT:

Funding is available in Project WW-000034, WCD Expansion - Bond Funded, Fund 69310, Sewer Bond Construction. This project is part of the Gravity Sewer Capacity Improvements (Countywide) program, which is included in the FY 2025 – FY 2029 Adopted Capital Improvement Program (With Future Fiscal Years to FY 2034). No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

Attachment 1 - Project Location Map
Attachment 2 - Listing of Affected Properties
Attachment 3 - Notice of Public Hearing

STAFF:

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Carey Needham, Deputy Director, Capital Facilities, DPWES
Magdi Imbabi, Director, Capital Facilities, Wastewater Design and Construction Division, DPWES

ASSIGNED COUNSEL:

Randall Greehan, Assistant County Attorney

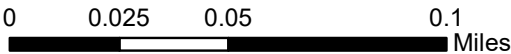


TYSONS EAST PUMP STATION
Project WW-000034-001

Tax Map: 030-1-01-0013A Dranesville District

Affected Properties:

Proposed Improvements:



ATTACHMENT 2

LISTING OF AFFECTED PROPERTIES
Project WW-000034-001
Tysons East Pump Station
(Dranesville District)

PROPERTY OWNERS

1. Irfan Baig Mirza and Farzana Begum

030-1-01-0013A

Address:
1310 Scotts Run Road
McLean, VA 22102

NOTICE OF PUBLIC HEARING

A public hearing will be held commencing at 4:00 p.m., on Tuesday, October 8, 2024, in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on the acquisition of certain land rights necessary for the construction of Project WW-000034-001, Tysons East Pump Station (Dranesville District).

This project consists of building a new 10 million gallon per day (MGD) wastewater (sanitary sewer) pump station, a new force main, and new gravity sewer. The pump station will be located on the property at 1310 Scotts Run Road, McLean, VA 22102, in the Dranesville District.

Plans and plats describing the work proposed to be done and the property interests to be acquired for this project are on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia 22035. Any person desiring to speak at the public hearing may call the Clerk to the Board at 703-324-3151 or may appear and be heard.



Fairfax County is committed to nondiscrimination on the basis of disability in all county programs, services and activities and supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. All televised government meetings are closed captioned. Reasonable accommodation is available upon 48 hours advance notice by calling 703-324-3151 or TTY 711.

Board Agenda Item
September 10, 2024

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing on a Proposal to Abandon Portions of Cannonball Road (Braddock District)

ISSUE:

Board authorization to advertise a public hearing on a proposal to abandon portions of Cannonball Road north of the intersection of Cannonball Road (Route 3150) and Singing Pines Road (Route 4873).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 8, 2024, at 4:00 p.m.

TIMING:

Board action is requested on September 10, 2024, to provide sufficient time to advertise the public hearing for October 8, 2024, at 4:00 p.m.

BACKGROUND:

The applicant, Walsh, Colucci, Lubeley & Walsh, P.C., on behalf of their client, D.R. Horton, Inc., a Delaware Corporation, is requesting that Cannonball Road be abandoned under §33.2-909 of the *Virginia Code*. The applicant is seeking this request following the extension of the existing Cannonball Road to support their subdivision. As part of the extension, Cannonball Road was extended beyond the existing cul-de-sac. Therefore, the “ears” of the cul-de-sac are no longer needed for transportation use in the secondary system and the public would be best served by abandoning these portions of the road. The portion of the road to be abandoned has no historic value.

The subject portions of Cannonball Road, north of Singing Pines Road (Route 4873) and south of Lee Highway (Route 29), are constructed. The subject portions of Cannonball Road were taken for public street purposes through condemnation proceedings as part of the Fairfax County Parkway project in 1993 (Deed Book 8766-Page 1836, Deed Book 8766-Page 1839 and Deed Book 8766-Page 1830) and then subsequently dedicated and quitclaimed (Deed Book 9341-Page 1220, Deed Book 9621-Page 1624, Deed Book 9341-Page 1228, and Deed Book 9341-Page 1231). The subject portions of Cannonball Road are in the Virginia Department of Transportation (VDOT) Secondary System of Highways. This proposal came before the Board of

Board Agenda Item
September 10, 2024

Supervisors on May 21, 2024, and was approved; however, the applicant has since noticed an inconsistency between the Order of Abandonment and the Abandonment Plat that needs to be fixed.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Notice of Public Hearing

Attachment II: Order of Abandonment

Attachment III: Abandonment Plat

Attachment IV: Metes and Bounds

Attachment V: Vicinity Map

STAFF:

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Jeff Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT

Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT

Brittany Nixon, Transportation Planner IV, SAS, FCDOT

Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

ASSIGNED COUNSEL:

Randall T. Greehan, Assistant County Attorney

NOTICE OF INTENT TO
ADOPT AN ORDER ABANDONING
PORTIONS OF A ROAD

(Cannonball Road – State Route 3150)

Braddock District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on October 8th, 2024, at 4:00pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. § 33.2-909, abandoning a 856 and a 2,113 square foot portions of Cannonball Road (Route 3150), which was dedicated for public street purposes through a series of condemnation proceedings in furtherance of “Project 064145 – Fairfax County Parkway (I-66 to Braddock Road)”. The road is located adjacent to Tax Map Parcel Numbers: 056-3-08-0001A; 056-3-08-0022A; 056-3-08-023A; and 056-3-17-007 and is described and shown on the metes and bounds description, and on the plat both prepared by Pennoni Associates Inc., both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

Public hearings are available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m. the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at clerktotheBOS@fairfaxcounty.gov. More information on the ways to testify can be found at www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony.

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting.

BRADDOCK DISTRICT

ORDER OF ABANDONMENT OF
PORTIONS OF CANNONBALL ROAD

Braddock District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 8th day of October, 2024, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for the continuance of these portions of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

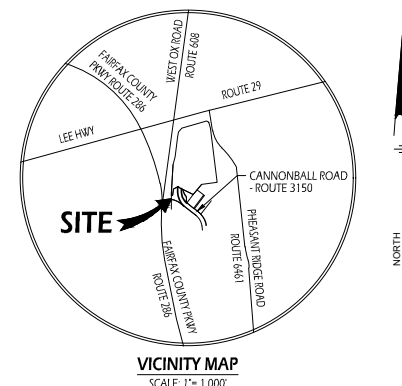
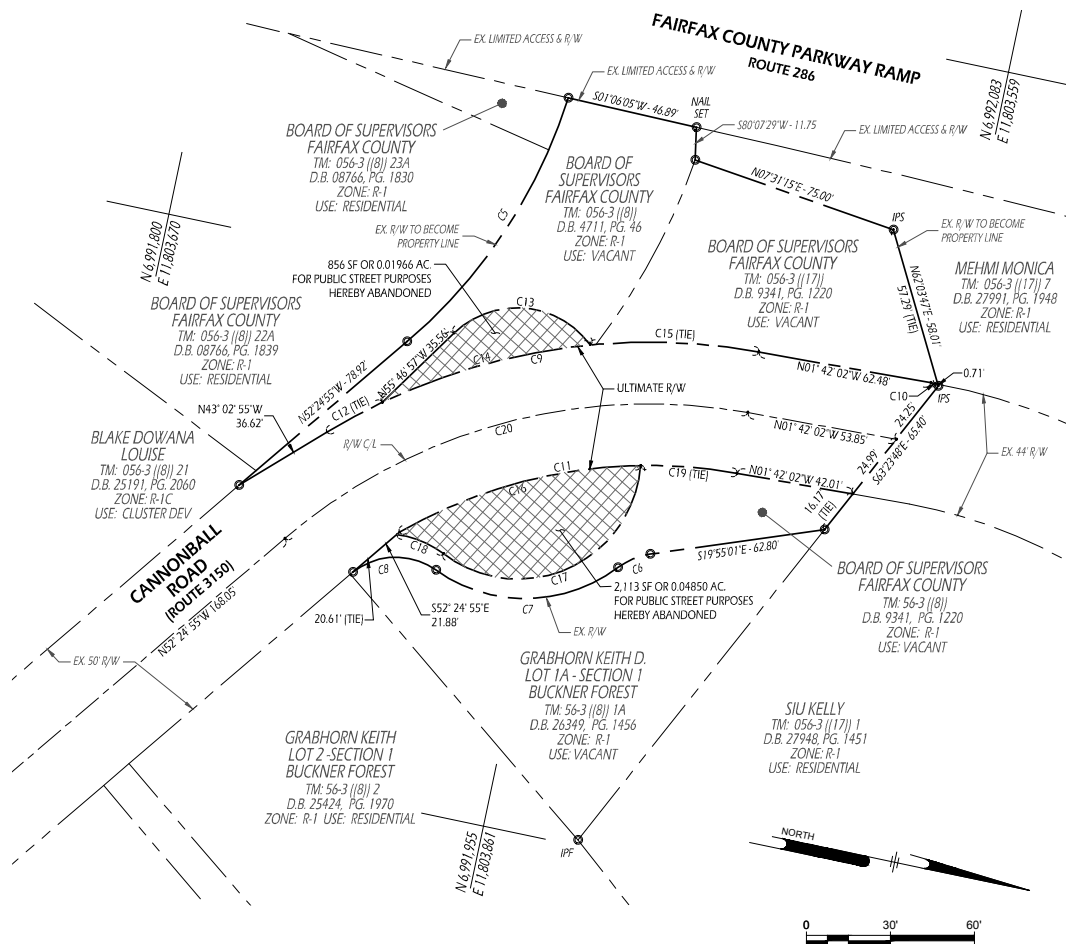
WHEREFORE, BE IT ORDERED:

That the portions of the existing Cannonball Road (Route 3150), comprising a total of 2,969 square feet, located adjacent to Tax Map Parcel Numbers: 056-3-08-0001A; 056-3-08-0022A; 056-3-08-0023A; and 056-3-17-007, described and shown on the metes and bounds and plat prepared by Pennoni Associates Inc., each attached hereto and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code § 33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



NOTES:

1. NO TITLE REPORT FURNISHED.
2. BOUNDARY AND NORTH MERIDIAN AS SHOWN HEREON IS VIRGINIA STATE GRID NAD 83. NORTH ZONE AND IS BASED ON A FIELD RUN SURVEY COMPUTED BY JEFF WARNER AND SURVEYING, INC., DATED SEPTEMBER 18, 2020, WHICH TIES THIS BOUNDARY TO THE FAIRFAX COUNTY GEOGRAPHIC INFORMATION SYSTEM MONUMENT GPS 158. THE COMBINED GRID AND ELEVATION FACTOR IS 0.099994380.
3. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN ON THIS PLAT.

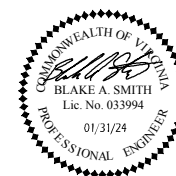


EXHIBIT PLAT SHOWING
THE ABANDONMENT
OF PORTIONS OF
CANNONBALL ROAD
ROUTE 3150

BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA
DATE: NOVEMBER 29, 2023



PENNONI ASSOCIATES INC.
14901 Bogle Drive, Suite 202
Chantilly, VA 20151
T 703.956.6204

PROPOSED & ABANDONED RIGHT-OF-WAY						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	DISTANCE
C9	041°20'52"	222.00	160.21'	83.77'	S22°22'29"E	156.75'
C10	000°39'06"	224.00	2.55'	1.27'	S01°22'29"E	2.55'
C11	040°10'50"	178.00	124.83'	65.10'	S21°47'27"E	122.29'
C12	005°46'34"	222.00	22.38'	11.20'	S40°09'38"E	22.37'
C14	019°59'35"	222.00	77.47'	39.13'	S27°16'34"E	77.07'
C15	015°34'44"	222.00	60.36'	30.37'	S09°29'24"E	60.18'
C16	029°02'56"	178.00	90.25'	46.11'	S27°21'24"E	89.28'
C17	123°20'30"	43.77	94.23'	81.20'	N35°58'21"W	77.06'
C18	030°41'35"	34.00	18.21'	9.33'	S10°21'07"W	18.00'
C19	011°07'54"	178.00	34.58'	17.35'	S07°15'59"E	34.53'

EXISTING BOUNDARY						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	DISTANCE
C5	031°52'01"	190.00	105.67'	54.24'	N68°20'55"W	104.32'
C6	028°56'45"	25.00	12.63'	6.45'	S34°23'24"E	12.50'
C7	072°22'49"	55.00	69.48'	40.24'	S12°40'22"E	64.95'
C8	074°03'38"	24.66	31.88'	18.61'	S13°16'09"E	29.71'

RIGHT-OF-WAY C/L						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	DISTANCE
C20	050°42'53"	200.00	177.03'	94.78'	S27°03'29"E	171.30'

Metes and Bounds Description
Cannonball Road
Route 3150
Braddock District
Fairfax County, Virginia

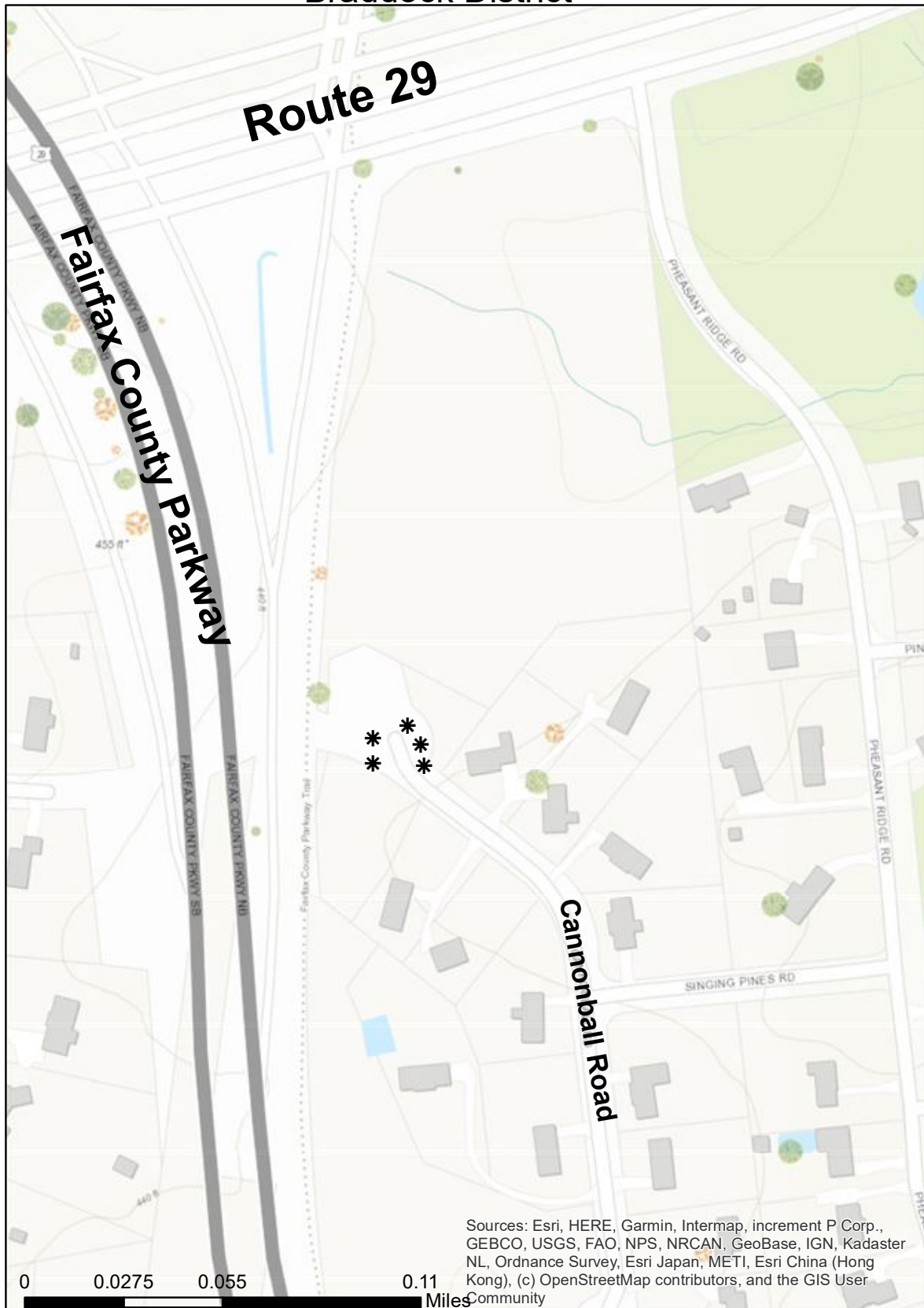
The dedicated land for public street purposes to be abandoned is in the Right-of-Way of Cannonball Road (Route 3150) in the existing cul-de-sac serving Deed Book 08766, Page 1839, Deed Book 27991, Page 1948, and Deed Book 26349, Page 1456. There are two areas to be abandoned.

Beginning at an Iron Pipe Set, said pipe being a corner to the lands now or formerly owned by Mehmi Monica, Deed Book 27991, Page 1948, and the existing Cannonball Road Right-of-Way; thence departing said right-of-way line of Cannonball Road, traversing 2.55 feet along a curve with chord bearing S 01°22'29" E, chord distance 2.55 feet, delta 000°39'06", radius 224.00 feet, and tangent 1.27 feet; thence N 01°42'02" W, 62.48 feet; thence 60.36 feet along a curve with chord bearing S 09°29'24" E, chord distance 60.18 feet, delta 015°34'44", radius 222.00 feet, and tangent 30.37 feet to tie into the first area, allocated for public street purposes, to be abandoned; thence 77.47 feet along a curve with chord bearing S 27°16'34" E, chord distance 77.07 feet, delta 019°59'35", radius 222.00 feet, and tangent 39.13 feet, thus starting the first area to be abandoned; thence N 55°46'57" W, 35.56 feet; thence returning to the previous location by traveling 55.32 feet along a curve with chord bearing S 06°57'10" E, chord distance 48.87 feet, delta 097°39'33", radius 32.46 feet, and tangent 37.11 feet, thus closing the first area to be abandoned containing 856 square feet (0.01966 acres) of land, more or less; thence departing from the first area to be abandoned, traversing N 55°30'04" E, 46.63 feet to tie into the second area, allocated for public street purposes, to be abandoned; thence 94.23 feet along a curve with chord bearing N 35°58'21" W, chord distance 77.06 feet, delta 123°20'30", radius 43.77 feet, and tangent 81.20 feet; thence 18.21 feet along a curve with chord bearing S 10°21'07" W, chord distance 18.00 feet, delta 030°41'35", radius 34.00 feet, and tangent 9.33 feet; thence S 52°24'55" E, 1.27 feet; thence 90.25 feet along a curve with chord bearing S 27°21'24" E, chord distance 89.28 feet, delta 029°02'56", radius 178.00 feet, and tangent 46.11 feet thus closing the second area to be abandoned containing 2,113 square feet (0.04850 acres) of land, more or less.

Combining the two areas, the total area to be abandoned in the Right-of-Way of Cannonball Road (Route 3150) is 2,969 square feet (0.06816 acres) of land, more or less.

Abandonment of a Portion of Cannonball Road

Braddock District



Board Agenda Item
September 10, 2024

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Proposed Amendments to Fairfax County Code Section 82-5-32, Removal, Immobilization, and Disposition of Vehicles Unlawfully Parked on Private or County Property

ISSUE:

Board of Supervisors authorization to advertise a public hearing on proposed amendments to *Fairfax County Code Section 82-5-32*.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 22, 2024, at 4:30 p.m.

TIMING:

Board action is requested on September 10, 2024, to advertise the public hearing before the Board of Supervisors on October 22, 2024, at 4:30 p.m.

BACKGROUND:

Virginia Code § 46.2-1232 enables localities to regulate the removal or immobilization of trespassing vehicles by ordinance. *Fairfax County Code Section 82-5-32*, enacted under this authority, establishes the minimum requirements for all trespass towing initiated in Fairfax County and applies to a trespassing vehicle towed from Fairfax County and stored outside the County.

During the 2024 session of the Virginia General Assembly, House Bill 925 was passed and signed into law by the Governor. This bill amended *Virginia Code §§ 46.2-1150, 46.2-1231, and 46.2-1232*, relating to towing; vehicles with expired registration; civil penalty. The amendments to *Virginia Code § 46.2-1232* require that any local ordinance regulating the removal of trespassing vehicles must include certain restrictions on towing a resident's vehicle from a multifamily dwelling unit for expired vehicle registration or expired vehicle inspection sticker. See *Virginia Code § 46.2-1232(E)*, Attachment 3. The proposed amendments to *Fairfax County Code Section 82-5-32* reflect this new requirement.

As a result of these proposed amendments, local towing operators must 1) post written notice on the vehicle, which shall include the date of posting such notice, that such

Board Agenda Item
September 10, 2024

vehicle will be towed due to an expired registration or expired vehicle inspection sticker after 48 hours from the date of the posting of such notice, and that such vehicle will not be removed or towed until such period of time has passed; 2) in addition to posting such notice on the vehicle, transmit a copy of such notice to the landlord with which he contracts for parking enforcement of the multifamily dwelling unit's parking lot; and 3) not remove such vehicle until the 48 hours have passed from the date of posting of such notice.

If a towing operator fails to post such notice on the vehicle, or does not wait the required period of time prior to removing or requesting the towing of such vehicle, he shall be required to reimburse the resident whose vehicle was towed the value of the charges imposed for the towing, storage, and safekeeping of the vehicle and he shall also be subject to a civil penalty of \$100.

Additionally, a minor housekeeping edit is included to update *Fairfax County Code Section 82-5-32(d)(2)* to remove section (H) *Paragraphs (2)(A) through (2)(F) shall be effective January 1, 2015.*

These proposed amendments to *Fairfax County Code Section 82-5-32* are reflected in Attachments 1 and 2.

The Department of Cable and Consumer Services reviewed these proposed amendments with the Fairfax County Trespass Towing Advisory Board (TTAB) at their meetings on July 24, 2024, and August 14, 2024. TTAB had no comments or opposition to the proposed amendments to *Fairfax County Code Section 82-5-32*, necessary to conform with *Virginia Code § 46.2-1232*.

EQUITY IMPACT:

This action supports community and public safety that includes services such as code enforcement that are responsive to all residents so that everyone feels safe to live, work, learn, and play in any neighborhood of Fairfax County, a One Fairfax Policy Area of Focus.

The restriction that no towing operator shall remove a resident's vehicle from a parking lot owned and maintained by the landlord of a multifamily dwelling unit for an expired vehicle registration or expired inspection sticker until the 48 hours have passed from the date of posting such notice supports the County's Strategic Outcome Area: Empowerment and Support for Residents Facing Vulnerability and is especially important for residents who rely on their vehicles for basic transportation needs.

Board Agenda Item
September 10, 2024

Requiring local enforcement of this action supports the County's Strategic Outcome Area: Effective and Efficient Government, by providing enabling authority for localities to regulate trespass towing in Fairfax County.

The proposed amendments to *Fairfax County Code Section 82-5-32* provide a balanced approach by still allowing landlords to contract with towing operators for the provision of parking enforcement, while also requiring certain posted notices for residents of a multifamily dwelling unit. The proposed amendments to *Fairfax County Code Section 82-5-32* also provide an equitable resolution and remedy for consumers who may be subjected to unlawful tows under these new provisions.

Lastly, this action continues to support the County's Strategic Outcome Area: Economic Opportunity by allowing contracts between landlords and towing operators for the provision of parking enforcement in Fairfax County.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Code Section 82-5-32 – Strike Through
Attachment 2 – Fairfax County Code Section 82-5-32 – Clean
Attachment 3 – Virginia Code § 46.2-1232

STAFF:
Ellicia L. Seard-McCormick, Deputy County Executive
Rebecca L. Makely, Director, Department of Cable and Consumer Services
Amanda K. Kastl, Department of Cable and Consumer Services

ASSIGNED COUNSEL:
John W. Burton, Assistant County Attorney

**AN ORDINANCE AMENDING
CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO
MOTOR VEHICLES AND TRAFFIC**

Draft of August 15, 2024

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 82-5-32 relating to Motor Vehicles and Traffic.

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

1. That Section 82-5-32 is amended and readopted as follows:

Section 82-5-32. Removal, immobilization, and disposition of vehicles unlawfully parked on private or county property.

(a) Applicability. Section 82-5-32 establishes the minimum requirements for all trespass towing initiated in Fairfax County. Fairfax County Code shall also apply to a trespassing vehicle towed from Fairfax County and stored outside the County.

(b) Definitions. The following words and phrases shall have the meanings respectively ascribed to them in this section:

"Advisory Board" means the Fairfax County Trespass Towing Advisory Board.

"Board" means the Fairfax County Board of Supervisors.

"Commission" means the Fairfax County Consumer Protection Commission.

"County" means the County of Fairfax, Virginia.

"Department" or "DCCS" means the Fairfax County Department of Cable and Consumer Services.

"Director" means the Director of the Fairfax County Department of Cable and Consumer Services or the duly assigned agent of the Director of the Department.

"Driver" means a person who drives or is in actual physical control of a tow truck. A driver shall have obtained all required documents issued by the state in order to operate a tow truck while providing towing services.

"Drop fee" means a fee that is charged a vehicle owner for disconnecting a tow truck from a vehicle prior to leaving private property.

44 "Equipment" means any tow truck, vehicle or related machinery or tools used to provide
45 towing.

46
47 "Immobilize" means a procedure or piece of equipment, such as a boot, used to prevent
48 a vehicle from moving. Immobilization does not include attachment to a tow truck.

49
50 "Law-enforcement officer" means any officer authorized by law to direct or regulate
51 traffic, or to make arrests for violations of the Code of Virginia or local ordinances.

52
53 "Locality" means the geographical area of control of a county, city, or town.

54
55 "Locality permit" means a document indicating an operator has been approved to
56 immobilize or trespass tow vehicles in Fairfax County and store vehicles both inside and
57 outside of Fairfax County.

58
59 "Operator" or "towing and recovery operator" means any person, including a business,
60 corporation, or sole proprietor, offering services involving the use of a tow truck and
61 services incidental to the use of a tow truck.

62
63 "Personal property" means any property in a vehicle which is not attached to or
64 considered to be necessary for the proper operation of the vehicle.

65
66 "Property owner" means the owner, operator, authorized agent, or lessee of any land,
67 space, or area used for parking, including any county, city, or town, or authorized agent
68 of the person having control of such premises.

69
70 "Registration certificate" means a document indicating an operator has been approved
71 to trespass tow and store vehicles within Fairfax County.

72
73 "State" means the Commonwealth of Virginia.

74
75 "Storage site" means a location where vehicles are taken until the owner reclaims the
76 vehicle or it is sold. The location must meet all requirements specified in this section.

77
78 "Tow" or "towed" means when the tow truck has engaged a vehicle by a physical or
79 mechanical means that causes the towed vehicle to be removed from private property.

80
81 "Tow truck" means a motor vehicle for hire (i) designed to lift, pull, or carry another
82 vehicle by means of a hoist or other mechanical apparatus, and (ii) having a
83 manufacturer's gross vehicle weight rating (GVWR) of at least 10,000 pounds. "Tow
84 truck" also includes vehicles designed with a ramp on wheels and a hydraulic lift with a
85 capacity to haul or tow another vehicle, commonly referred to as "rollbacks."

86
87 "Trespass tow" means requests for towing services made by the owner, manager, or
88 lessee of private property, or the authorized agent thereof, or under contract between
89 such person and a towing and recovery operator that specifies what tows are to be

made from the property when a vehicle is on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

"Vehicle" means every device in, on, or by which any person or property is or may be transported or drawn on a highway, except devices moved by human power or used exclusively on stationary rails or tracks.

"Vehicle owner" means the owner, operator, authorized agent, or lessee of a vehicle.

(c) Exclusions.

(1) This section shall not apply to:

(A) Police, fire, or public health vehicles, or where a vehicle, because of a wreck or other emergency, is parked or left temporarily on the property of another at the direction of police, fire or public health officials.

(B) Vehicle repossession activities.

(C) Vehicles towed, moved, or stored at the request of a law-enforcement officer.

(2) The provisions of this section shall not be construed to prohibit vehicles from being towed when such towing is otherwise permitted by law.

(d) Signs.

(1) Permanent signs, clearly visible during daytime and nighttime hours, shall be posted at all entrances to the parking area that conspicuously disclose that such vehicle shall be towed or immobilized.

(2) Such signs, at a minimum, shall: (all measurements are approximate)

(A) Be made of metal.

(B) Be 18 inches high and 12 inches wide.

(C) Contain reflective red letters and red reflective graphics on a reflective white background, with a $\frac{3}{8}$ inch reflective red trim strip $\frac{3}{8}$ inch in from the entire outer edge of the sign.

(D) Contain the international Towing symbol that is at least 5 inches high by 11 inches wide as found in the Federal Highway Administration, "Manual on Uniform Traffic Control Devices".

(E) Use Series B or Clearview lettering found in the Federal Highway Administration, "Manual on Uniform Traffic Control Devices".

(F) Contain "Towing Enforced" in a font size of two inch letters.

(G) Contain "If towed Call 703-691-2131" in a font size of one inch letters, which is the Fairfax County Department of Public Safety Communications (DPSC) telephone number. However, if the tow originated in the Town of Vienna, the sign shall contain, "If Towed Call 703-255-6366" and if the tow originated in the Town of Herndon, the sign shall contain, "If Towed Call 703-435-6846".

~~(H) Paragraphs (2)(A) through (2)(F) shall be effective January 1, 2015.~~

(3) Signs posted in a government road right-of-way must meet Virginia Department of Transportation standards and all applicable Virginia laws to include the bottom of the sign mounted at least seven feet above the ground. Signs posted on private property are not required to meet this height requirement as long as they are clearly visible.

(4) Sign contents may also include additional information such as, but not limited to, the name of the property or name and telephone number of the designated operator in a font size of 19/32 inch letters.

(5) In addition to the mandatory entrance signs, other area signs may be used to specify any other requirements for parking.

(6) The requirement for signs shall not apply to single-family residence properties not subject to common interest community regulations (as defined in Va. Code § 54.1-2354.1, as amended).

(7) No signage of the type required in this section shall be required to effect the towing of a vehicle unlawfully parked in a spot reserved for persons with disabilities or in a "Fire Lane" that is approved and marked in accordance with County and state requirements.

(8) Trespassing vehicle on property not marked by signs.

(A) Non-residential properties. A notice must be conspicuously affixed to a trespassing vehicle with a warning the vehicle is liable to be towed 48 hours after such notice is posted.

(i) The notice must contain the date and time of posting.

(ii) A vehicle found to be trespassing a second time on the same unmarked property may be towed immediately. A warning notice is not required.

(B) Vehicles trespassing on single-family residence properties not subject to common interest community regulations may be towed immediately. No notice is required.

(e) Property owner.

(1) A property owner may have a vehicle towed to a storage site or immobilized without the permission of the vehicle owner if the vehicle is occupying property without permission of the property owner, and if conditions set forth in this section are met.

(A) The property owner has executed a contract with a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is parked on the property in violation of law, or rules promulgated by the owner, manager, or lessee of the private property. Such contract shall clearly state the terms under which towing and recovery operators may monitor private lots on behalf of property owners.

(B) Copies of such written contracts shall be retained for three years after the date of the last tow or immobilization approved by the agreement.

(2) In lieu of having such vehicle towed or immobilized, the property owner on which the vehicle is located may request a law enforcement officer issue, on the premises, a citation to the vehicle owner.

(f) Operator. Trespass tow operators must comply with all requirements of this section.

(1) Registration certificate.

(A) All operators engaged in immobilizing or towing vehicles without the consent of the vehicle owner in Fairfax County must register with the Department of Cable and Consumer Services prior to the initiation of any such operations, and by January 31 of each subsequent year.

(B) To obtain a registration certificate, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site Non-Residential Use Permit and,

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code § 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(2) Locality permit.

(A) All operators engaged in towing vehicles without the consent of the vehicle owner in Fairfax County and storing those vehicles outside of Fairfax County must obtain an approved locality permit prior to the initiation of any such operations and by January 31 of each subsequent year.

(i) The initial application and annual renewal fee for each operator shall be \$150.00.

(ii) The initial inspection fee for each storage site outside of Fairfax County shall be \$450.00.

(B) To obtain a locality permit, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license issued by the jurisdiction in which the operator is headquartered;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located.

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The Department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(3) Registration certificates and locality permits.

(A) It shall be unlawful for any person to procure, or assist another to procure, through theft, fraud, or other illegal means, a registration certificate or locality permit from the Department. Any violation of any provision of this section shall be punishable as a Class 2 misdemeanor.

(B) Any person or entity other than the Department that sells, gives, or distributes, or attempts to sell, give or distribute any document purporting to be a registration certificate or locality permit to conduct a trespass towing business in Fairfax County is guilty of a Class 1 misdemeanor.

(4) Operational requirements.

(A) The operator shall be open for business 24 hours a day and seven days per week, unless the operator has no vehicles immobilized or stored at an approved storage site.

(B) All tow truck safety devices must be operational, used, and comply with local, state, and federal laws and regulations.

(C) An operator shall not tow a vehicle from private property or immobilize a vehicle on private property unless the vehicle is parked on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

(D) All tow trucks shall have the following identifying markings of a contrasting color to the truck body on both sides of each tow truck:

(i) The operator's business name as registered with the Department in a font not less than three inches in height.

(ii) The operator's telephone number in a font not less than three inches in height.

(iii) Truck number in a font not less than four inches in height.

(E) Each tow truck, while trespass towing, shall have a copy of the current Fairfax County trespass towing registration certificate or locality permit in the tow truck.

(F) Each immobilization device shall have a label, clearly visible while the device is in position immobilizing a vehicle, that lists the operator's name and telephone number, immobilization fee, and the Department's name and telephone number.

(G) The Fairfax County Department of Public Safety Communications (DPSC) shall be notified no later than 30 minutes after initiating the immobilization or towing of a vehicle. However, whenever a vehicle is towed or immobilized from sites within the Town of Herndon or the Town of Vienna, the operator, shall notify the law enforcement agency in those localities as applicable.

(H) Such notification shall include the:

(i) Operator name and driver employee number who towed or immobilized the vehicle;

(ii) Make, model, color, year, vehicle identification number of the towed or immobilized vehicle;

(iii) License plate type (such as passenger car, truck, dealer, taxi, disabled), number, state, and year of license of the towed or immobilized vehicle;

(iv) Address where the vehicle was towed or immobilized from;

(v) Reason for the tow or immobilization;

(vi) Time such tow or immobilization was initiated; and

(vii) Storage site address where the vehicle is located and the operator's telephone number.

(I) It shall be unlawful to fail to report a tow or immobilization as required by this section. Violation of the reporting requirements of this section shall constitute an invalid tow resulting in no charge to the owner for the release of the vehicle.

(J) Any tow truck driver who tows a vehicle that is occupied by an unattended companion animal, as defined by Va. Code § 3.2-6500, as amended, shall, upon such removal, immediately notify the Animal Services Division of the Fairfax County Police Department (FCPD). Such notification should be made to the Fairfax County DPSC non-emergency telephone number.

(K) Upon leaving private property, a driver must tow each vehicle directly to a storage site registered with the Department. Changing the towing vehicle shall not be permitted unless the original towing vehicle becomes non-operational.

(i) The vehicle must remain in that lot for 30 calendar days if the owner fails to claim the vehicle.

(ii) A vehicle towed outside of Fairfax County may not be towed more than ten miles from the origin of the tow, and must remain in the Commonwealth. The straight line ten-mile radius from a storage site outside of Fairfax County shall be determined by the Director using the Fairfax County GIS & Mapping Services Branch data.

(L) Photographic evidence clearly substantiating the vehicle's condition, location, and reason for the vehicle's tow or immobilization must be made prior to connecting the tow truck to the vehicle.

(M) While being towed, vehicles shall be properly secured in accordance with all laws, regulations, and tow truck vehicle manufacturer recommendations.

(N) Nothing in this section shall release the operator from liability for failure to use reasonable care to prevent the load from shifting or falling.

(O) Records. An operator shall maintain written and electronic records for each towed or immobilized vehicle for a period of three years after such tow or immobilization. Records to be retained shall include:

(i) A record of the property owner's approval;

(ii) The information required to be provided to the DPSC and other local law enforcement agencies pursuant to this section;

(iii) A legible copy of the receipt provided to vehicle owner; and

(iv) Photographs and any other documentation supporting the tow.

(5) Storage site requirements.

(A) Every site to which trespassing vehicles are towed, stored, and available for return to the vehicle owner shall comply with the following requirements:

(i) A storage site must be staffed, and open for business 24 hours per day and seven days per week, unless the operator has no vehicles towed from a location in Fairfax County stored at the storage site.

(ii) Each storage site must be properly zoned and approved for storage of towed vehicles, as evidenced by an occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located. Each storage site must also be registered with the Department.

(iii) A storage site shall be lighted during the hours of darkness to afford clear visibility to all portions of the storage site.

(iv) A towed vehicle shall not be stored more than a reasonable walking distance from the area where towing and storage fee payments are received.

(v) The operator shall exercise reasonable care to keep the towed vehicle and its contents safe and secure at all times, which shall include appropriate permanent fencing.

(vi) No operator may take a vehicle to a storage site which does not meet these standards and all other applicable ordinances and regulations:

(a) A clearly visible sign must be posted at the entrance of the storage site that provides the operator's name and telephone number; and

(b) The telephone for the posted number shall be answered 24 hours a day.

(c) A clearly visible sign with a list of all of the operator's fees for trespass immobilization, towing and storage services, and the operator's contact information.

(d) A clearly visible sign available from the Department of Cable and Consumer Services, listing the Department's web site, office address, and telephone number.

(6) Personal property.

(A) Nothing shall be removed from the vehicle without the express consent of the vehicle owner.

(B) Personal property must be released immediately upon the vehicle owner's request without charge, and it shall be the duty of the operator to return it to the vehicle owner if the vehicle owner claims the items prior to release or disposition of the vehicle. Any lien created under this section shall not extend to any personal property.

(7) Vehicle release.

(A) If the vehicle owner of the vehicle is present and removes the vehicle from the property or corrects the violation before the vehicle is connected to the tow truck, no fee shall be charged the vehicle owner;

(B) If the vehicle has been connected to the tow truck and has not yet left private property, the vehicle shall not be towed upon request of the vehicle owner. The vehicle owner shall be liable for a drop fee, as set forth in this section, in lieu of towing, provided that the vehicle owner or representative is present and ready, willing, and able to pay the required drop fee and removes the vehicle from the property or corrects the violation.

(C) An immobilized or a towed vehicle moved to a storage site shall be immediately available for release at the request of the vehicle owner.

(D) The operator shall accept the following forms of payment for any trespass towing fees:

(i) Cash;

(ii) Two major national credit cards;

(iii) MasterCard or Visa debit cards; and

(iv) Personal checks shall be accepted when credit/debit card machines are not available or are inoperable.

(E) In all cases when a vehicle is immobilized, towed, or fees charged, the operator shall provide the vehicle owner with a receipt that bears the:

(i) Complete name, address, and telephone number of the operator that towed the vehicle;

(ii) Time the vehicle was towed;

(iii) Address from which the vehicle was towed;

(iv) Authority for the tow (entity or person authorizing the tow);

(v) Reason for the tow;

(vi) Driver employee number; (the corresponding driver's name shall be provided to the FCPD; and/or the Director upon request)

(vii) Time the vehicle was released;

(viii) An itemized list of all fees assessed in the immobilization, towing, storage, and/or release of the vehicle;

(ix) The printed name of the person to whom the vehicle was released; and

(x) The name and telephone number of the Department where vehicle owners may file a consumer complaint.

(F) If any requirements of this section are not met, for such immobilization or tow, no fee shall be charged.

(8) Compliance.

(A) The operator shall provide to the vehicle owner, upon request, a copy of the authority for the tow; including, without limitation, photographs and other documentation supporting the tow.

(B) Right of entry. Whenever it is necessary for the purposes of this section, the duly authorized agent of the Director may enter any trespass towing business, business establishment, or storage site property to obtain information, conduct surveys, audits, compliance reviews, or investigations.

(g) Rates and charges.

(1) Change to rates and charges.

(A) Changes in rates and charges for trespass towing services rendered by operators shall be approved by the Board.

(B) The Board may consider changes in rates or charges upon recommendation of the Director or the Advisory Board.

(C) The Director shall conduct a review of rates every two years.

(D) Any review of rate changes as well as any recommended change to any rule, regulation, or practice thereto shall come before the Advisory Board pursuant to a public hearing, which shall be scheduled as soon as analysis,

investigation, and administration allow. All recommendations of the Advisory Board and the Director shall be conveyed to the Board for its consideration and determination.

(E) Whenever the Director or Advisory Board determines a rate change is warranted, all registered operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

Notice of Proposed Rate Change

A proposed change in trespass towing rates is under consideration by the Fairfax County government. The proposed rates are: (Insert description of the proposed changes).

The proposed trespass towing rate change shall be considered by the Trespass Towing Advisory Board at a public hearing. The date, time and location of the public hearing may be obtained by calling the Department of Cable and Consumer Services. Any interested person may appear before the Advisory Board to be heard on this proposed change. Persons who wish to be placed on the speakers' list or who wish further information should call the Department of Cable and Consumer Services at 703-324-5966.

(F) Notices with respect to a proposed rate change shall be posted within ten days of the staff report for such change and shall remain posted until the change in rates is denied or becomes effective.

(2) Rates and charges.

(A) It shall be unlawful for an operator to charge any fees exceeding the fees set forth in this section.

(i) Immobilization. An operator may charge a vehicle owner a maximum fee of \$75.00 for the release of a vehicle when it is immobilized. No other fee of any type may be charged.

(ii) Dropfee. An operator may charge a vehicle owner a maximum fee of \$50.00 for the release of a vehicle prior to towing the vehicle from private property. No other fee of any type may be charged.

(iii) Hookup and initial towing fee shall not exceed:

(I) \$150.00 for vehicles with GVWR of 7,500 pounds or less.

(II) \$250.00 for vehicles with GVWR of 7,501 pounds through 10,000 pounds.

(III) \$500.00 for vehicles with GVWR greater than 10,000 pounds.

(IV) For towing a vehicle between seven o'clock p.m. and eight o'clock a.m. or on any Saturday, Sunday, or holiday, a maximum additional fee of \$30 per instance may be charged; however, in no event shall more than two such fees be charged for towing any such vehicle.

(V) No other fees or charges shall be imposed during the first 24 hour period.

(iv) Storage fee for the safekeeping of vehicles:

(I) No charge shall be made for storage and safekeeping of a vehicle for the first 24 hours the vehicle is on the storage site.

(II) After the vehicle is on the storage site for more than 24 hours, a vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof, at a rate not to exceed \$50.00 for any vehicle 22 feet or less in length, or \$5.00 per foot for any vehicle over 22 feet in length.

(v) If an administrative fee for notification of lien holder, owner, agent or other interested party is charged, it shall not exceed \$75.00. This fee may only apply after the vehicle is on the storage site over three full business days. If an administrative fee is charged, a copy of the Virginia Department of Motor Vehicles report shall be attached to the receipt given to the vehicle owner.

(vi) No other fees shall be charged unless expressly set forth herein.

(B) Upon vehicle release, the operator shall give the vehicle owner a receipt itemizing all charges.

(C) An operator shall not require a vehicle owner to sign any waiver of the vehicle owner's right to receive compensation for damages to the owner's vehicle as a condition of the owner retrieving the towed vehicle.

(h) Penalties and remedies for violations.

(1) All trespass towing.

(A) It shall be unlawful for any person to violate any of the provisions of this section, or any regulation adopted pursuant to this section. Unless otherwise stated, these violations shall constitute traffic infractions punishable by a fine of not more than that provided for a Class 4 misdemeanor.

(B) It shall be unlawful for any person to make or cause to be made any false statement in writing for the purpose of procuring a registration certificate or locality permit, or to make any false statements or entry on records required to be kept by this section.

(C) An operator shall be suspended if the operator's insurance is no longer in effect. Suspension shall be in accordance with Section 82-5-32(h)(2)(B) and (D).

(2) Locality permit operators.

(A) Denial.

(i) The Director may deny an operator's locality permit application to conduct a trespass towing business in Fairfax County if the operator:

(I) Does not have an approved storage site;

(II) Does not possess a valid business license; or

(III) Is not properly licensed by the state; or

(IV) Provides false information on the application.

(ii) The operator may reapply after application deficiencies are corrected. If the denial is based on 82-5-32(h)(2)(A)(i)(IV), the denial shall remain in force for one year from the date of denial.

(B) Suspension.

(i) The Director may suspend an operator's Fairfax County locality permit for a period of one to 60 days and/or until proof of compliance is provided to the satisfaction of the Director for any of the following reasons, but not limited to:

(I) Operating a tow vehicle that fails to meet federal, state, and local codes.

(II) Any violations of this section which regulate conduct, reporting, and record-keeping.

(III) Occurrence of any of the grounds for denial of a registration application or locality permit, listed in Section 82-5-32(h)(2)(A).

(IV) Failure to maintain the storage site(s) and/or operation(s) in good order and repair.

(V) Failure to pay all fees and taxes imposed insofar as such fees relate to operation of a trespass towing business.

(VI) Failure to maintain proper insurance.

(VII) Valid consumer complaints regarding trespass towing operation.

(ii) Any suspension for a violation of Sections 82-5-32(h)(2)(B)(i)(I) and (VI) shall become effective upon the date of any such violation without notification pursuant to paragraph (d) below.

(C) Revocation.

(i) An operator's locality permit may be revoked by the Director for, but not limited to, any of the following reasons:

(I) If an operator fails to correct deficiencies for which the operator was suspended;

(II) The operator makes or causes or allows to be made any false statement in writing for the purpose of procuring a locality permit;

(III) If an operator makes or causes or allows to be made any false statement or entry on records required to be kept by this section;

(IV) Conducts operations in the County while under suspension;

(V) At the discretion of the Director for multiple violations by the locality permit holder of any of the provisions of this section within a twelve-month period.

(D) Notification.

(i) Written notice of any denial, suspension, or revocation under the above provisions of this section shall be given by the Director to the operator in person, or by email, and by certified mail. Such suspension or revocation shall be effective seven calendar days after the deposit of such notice in the US mail unless otherwise specified in this section.

(ii) Locality permits that have been suspended or revoked shall be returned to the Director within seven calendar days from the effective date of the suspension or revocation, provided such suspension was ordered for more than seven calendar days.

(E) Appeal. Procedure for appeal of action by the Director.

(i) If the Director denies, suspends or revokes any operator's locality permit, any party aggrieved thereby may appeal such decision to the Commission.

(ii) An appeal shall be filed with the Department of Cable and Consumer Services by the appellant or by the legal representative of the appellant. Appeals shall be in writing, and appeals shall include a brief statement of the reasons thereof. Appeals shall be filed within 45 calendar days of receipt of the notice of denial, suspension, or revocation, and signed by the appellant or the legal representative of the appellant.

(iii) Upon receipt of notice of appeal, the Commission shall set a time and place for such hearing and shall give the appellant or legal representative and the Director reasonable notice thereof. All hearings on appeals shall be scheduled and determined as promptly as practicable and in no event more than 60 calendar days from the date the notice of appeal is filed.

(iv) An appeal may be withdrawn at any time by the appellant or his agent prior to the Commission meeting by giving written notice to the Director.

(v) An appeal may also be administratively withdrawn by the Director if it is determined that the appeal was the result of an error.

(vi) The Commission shall consider the case record as well as the statements offered by any interested party and shall consider the matter de novo, and the Commission shall, upon the

basis of the record before it, affirm, modify or reverse the decision of the Director.

(vii) If the Commission affirms the decision of the Director to suspend or revoke an operator's a locality permit, then the suspension or revocation shall be effective from the date of the Commissioner's order.

(viii) If the Commission reverses the decision of the Director, the Director shall issue or restore the operator's locality permit, in accordance with its order.

(ix) Except as otherwise provided in this section, an appeal of the decision of the Director to suspend or revoke an operator's locality permit shall stay the effective date of the suspension or revocation.

(x) However, if any suspension or revocation of an operator's locality permit is based on failure to follow appropriate safety procedures or falsifying documents, then the order of the Director shall remain in effect until the Commission has rendered its decision on the appeal.

(F) The provisions of this section are not exclusive and do not relieve the parties or the contracts subject thereto from compliance with all other applicable provisions of law.

(G) Code or regulatory conflict. In the event of a conflict between an action of the state and the County, the County ordinance shall be controlling, provided such provisions are no less stringent than requirements imposed by action of the state.

(i) Restrictions on towing a resident's vehicle from multifamily dwelling unit for expired vehicle registration or expired vehicle inspection sticker.

(1) For purposes of this subsection:

"Multifamily dwelling unit" means more than one single-family dwelling unit located in a building, including townhomes. "Multifamily dwelling unit" does not include any lot within a development created pursuant to the Property Owners' Association Act (Va. Code § 55.1-1800 et seq.), any unit within a condominium created pursuant to the Virginia Condominium Act (Va. Code § 55.1-1900 et seq.), any apartment within a horizontal property regime created pursuant to the Horizontal Property Act (Va Code § 55.1-2000 et seq.), any unit within a cooperative created pursuant to the Virginia Real Estate Cooperative Act (Va. Code § 55.1-2100 et seq.), any time-share unit within a project created pursuant to the Virginia Real Estate Time-Share Act (Va. Code § 55.1-2200 et

seq.), or any lot within a subdivision created pursuant to the Subdivided Land Sales Act (Va. Code § 55.1-2300 et seq.).

"Resident's vehicle" means any vehicle that is (i) owned, leased, or used by a resident of a multifamily dwelling unit in which the parking lot is owned and maintained by the landlord; (ii) known to the landlord to be associated with such resident, by means of a permit, registry, or other document designated by the landlord for such identification purposes; and (iii) in compliance with any requirements set forth in such lease or other agreement regarding such vehicle.

"Towing operator" means any individual or company that has contracted with a landlord for the provision of parking enforcement.

(2) Notwithstanding any other provision of this Section 82-5-32, no towing operator shall tow a resident's vehicle from a parking lot owned and maintained by the landlord of a multifamily dwelling unit for an expired vehicle registration or expired vehicle inspection sticker without complying with the following requirements:

(A) The towing operator shall post written notice on the vehicle, which shall include the date of posting of such notice, that such vehicle will be towed due to an expired registration or expired vehicle inspection sticker after 48 hours from the date of the posting of such notice and that such vehicle will not be removed or towed until such period of time has passed.

(B) The towing operator shall, in addition to posting such notice on the vehicle, transmit a copy of such notice to the landlord with which he contracts for parking enforcement of the multifamily dwelling unit's parking lot.

(C) No towing operator shall remove such vehicle until the 48 hours have passed from the date of posting of such notice.

(3) If a towing operator fails to post such notice on the vehicle, or does not wait the required period of time prior to removing or requesting the towing of such vehicle, he shall be required to reimburse the resident whose vehicle was towed the value of the charges imposed for the towing, storage, and safekeeping of the vehicle and he shall also be subject to a civil penalty of \$100.

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

3. That the provisions of this ordinance shall take effect upon adoption.

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GIVEN under my hand this_____ day of October, 2024

Jill G. Cooper
Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING
CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO
MOTOR VEHICLES AND TRAFFIC**

Draft of August 15, 2024

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 82-5-32 relating to Motor Vehicles and Traffic.

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

1. That Section 82-5-32 is amended and readopted as follows:

Section 82-5-32. Removal, immobilization, and disposition of vehicles unlawfully parked on private or county property.

(a) Applicability. Section 82-5-32 establishes the minimum requirements for all trespass towing initiated in Fairfax County. Fairfax County Code shall also apply to a trespassing vehicle towed from Fairfax County and stored outside the County.

(b) Definitions. The following words and phrases shall have the meanings respectively ascribed to them in this section:

"Advisory Board" means the Fairfax County Trespass Towing Advisory Board.

"Board" means the Fairfax County Board of Supervisors.

"Commission" means the Fairfax County Consumer Protection Commission.

"County" means the County of Fairfax, Virginia.

"Department" or "DCCS" means the Fairfax County Department of Cable and Consumer Services.

"Director" means the Director of the Fairfax County Department of Cable and Consumer Services or the duly assigned agent of the Director of the Department.

"Driver" means a person who drives or is in actual physical control of a tow truck. A driver shall have obtained all required documents issued by the state in order to operate a tow truck while providing towing services.

"Drop fee" means a fee that is charged a vehicle owner for disconnecting a tow truck from a vehicle prior to leaving private property.

"Equipment" means any tow truck, vehicle or related machinery or tools used to provide towing.

"Immobilize" means a procedure or piece of equipment, such as a boot, used to prevent a vehicle from moving. Immobilization does not include attachment to a tow truck.

"Law-enforcement officer" means any officer authorized by law to direct or regulate traffic, or to make arrests for violations of the Code of Virginia or local ordinances.

"Locality" means the geographical area of control of a county, city, or town.

"Locality permit" means a document indicating an operator has been approved to immobilize or trespass tow vehicles in Fairfax County and store vehicles both inside and outside of Fairfax County.

"Operator" or "towing and recovery operator" means any person, including a business, corporation, or sole proprietor, offering services involving the use of a tow truck and services incidental to the use of a tow truck.

"Personal property" means any property in a vehicle which is not attached to or considered to be necessary for the proper operation of the vehicle.

"Property owner" means the owner, operator, authorized agent, or lessee of any land, space, or area used for parking, including any county, city, or town, or authorized agent of the person having control of such premises.

"Registration certificate" means a document indicating an operator has been approved to trespass tow and store vehicles within Fairfax County.

"State" means the Commonwealth of Virginia.

"Storage site" means a location where vehicles are taken until the owner reclaims the vehicle or it is sold. The location must meet all requirements specified in this section.

"Tow" or "towed" means when the tow truck has engaged a vehicle by a physical or mechanical means that causes the towed vehicle to be removed from private property.

"Tow truck" means a motor vehicle for hire (i) designed to lift, pull, or carry another vehicle by means of a hoist or other mechanical apparatus, and (ii) having a manufacturer's gross vehicle weight rating (GVWR) of at least 10,000 pounds. "Tow truck" also includes vehicles designed with a ramp on wheels and a hydraulic lift with a capacity to haul or tow another vehicle, commonly referred to as "rollbacks."

"Trespass tow" means requests for towing services made by the owner, manager, or lessee of private property, or the authorized agent thereof, or under contract between such person and a towing and recovery operator that specifies what tows are to be

made from the property when a vehicle is on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

"Vehicle" means every device in, on, or by which any person or property is or may be transported or drawn on a highway, except devices moved by human power or used exclusively on stationary rails or tracks.

"Vehicle owner" means the owner, operator, authorized agent, or lessee of a vehicle.

(c) Exclusions.

(1) This section shall not apply to:

(A) Police, fire, or public health vehicles, or where a vehicle, because of a wreck or other emergency, is parked or left temporarily on the property of another at the direction of police, fire or public health officials.

(B) Vehicle repossession activities.

(C) Vehicles towed, moved, or stored at the request of a law-enforcement officer.

(2) The provisions of this section shall not be construed to prohibit vehicles from being towed when such towing is otherwise permitted by law.

(d) Signs.

(1) Permanent signs, clearly visible during daytime and nighttime hours, shall be posted at all entrances to the parking area that conspicuously disclose that such vehicle shall be towed or immobilized.

(2) Such signs, at a minimum, shall: (all measurements are approximate)

(A) Be made of metal.

(B) Be 18 inches high and 12 inches wide.

(C) Contain reflective red letters and red reflective graphics on a reflective white background, with a $\frac{3}{8}$ inch reflective red trim strip $\frac{3}{8}$ inch in from the entire outer edge of the sign.

(D) Contain the international Towing symbol that is at least 5 inches high by 11 inches wide as found in the Federal Highway Administration, "Manual on Uniform Traffic Control Devices".

(E) Use Series B or Clearview lettering found in the Federal Highway Administration, "Manual on Uniform Traffic Control Devices".

(F) Contain "Towing Enforced" in a font size of two inch letters.

(G) Contain "If towed Call 703-691-2131" in a font size of one inch letters, which is the Fairfax County Department of Public Safety Communications (DPSC) telephone number. However, if the tow originated in the Town of Vienna, the sign shall contain, "If Towed Call 703-255-6366" and if the tow originated in the Town of Herndon, the sign shall contain, "If Towed Call 703-435-6846".

(3) Signs posted in a government road right-of-way must meet Virginia Department of Transportation standards and all applicable Virginia laws to include the bottom of the sign mounted at least seven feet above the ground. Signs posted on private property are not required to meet this height requirement as long as they are clearly visible.

(4) Sign contents may also include additional information such as, but not limited to, the name of the property or name and telephone number of the designated operator in a font size of 19/32 inch letters.

(5) In addition to the mandatory entrance signs, other area signs may be used to specify any other requirements for parking.

(6) The requirement for signs shall not apply to single-family residence properties not subject to common interest community regulations (as defined in Va. Code § 54.1-2354.1, as amended).

(7) No signage of the type required in this section shall be required to effect the towing of a vehicle unlawfully parked in a spot reserved for persons with disabilities or in a "Fire Lane" that is approved and marked in accordance with County and state requirements.

(8) Trespassing vehicle on property not marked by signs.

(A) Non-residential properties. A notice must be conspicuously affixed to a trespassing vehicle with a warning the vehicle is liable to be towed 48 hours after such notice is posted.

(i) The notice must contain the date and time of posting.

(ii) A vehicle found to be trespassing a second time on the same unmarked property may be towed immediately. A warning notice is not required.

(B) Vehicles trespassing on single-family residence properties not subject to common interest community regulations may be towed immediately. No notice is required.

(e) Property owner.

(1) A property owner may have a vehicle towed to a storage site or immobilized without the permission of the vehicle owner if the vehicle is occupying property without permission of the property owner, and if conditions set forth in this section are met.

(A) The property owner has executed a contract with a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is parked on the property in violation of law, or rules promulgated by the owner, manager, or lessee of the private property. Such contract shall clearly state the terms under which towing and recovery operators may monitor private lots on behalf of property owners.

(B) Copies of such written contracts shall be retained for three years after the date of the last tow or immobilization approved by the agreement.

(2) In lieu of having such vehicle towed or immobilized, the property owner on which the vehicle is located may request a law enforcement officer issue, on the premises, a citation to the vehicle owner.

(f) Operator. Trespass tow operators must comply with all requirements of this section.

(1) Registration certificate.

(A) All operators engaged in immobilizing or towing vehicles without the consent of the vehicle owner in Fairfax County must register with the Department of Cable and Consumer Services prior to the initiation of any such operations, and by January 31 of each subsequent year.

(B) To obtain a registration certificate, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site Non-Residential Use Permit and,

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code § 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(2) Locality permit.

(A) All operators engaged in towing vehicles without the consent of the vehicle owner in Fairfax County and storing those vehicles outside of Fairfax County must obtain an approved locality permit prior to the initiation of any such operations and by January 31 of each subsequent year.

(i) The initial application and annual renewal fee for each operator shall be \$150.00.

(ii) The initial inspection fee for each storage site outside of Fairfax County shall be \$450.00.

(B) To obtain a locality permit, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license issued by the jurisdiction in which the operator is headquartered;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located.

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The Department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(3) Registration certificates and locality permits.

(A) It shall be unlawful for any person to procure, or assist another to procure, through theft, fraud, or other illegal means, a registration certificate or locality permit from the Department. Any violation of any provision of this section shall be punishable as a Class 2 misdemeanor.

(B) Any person or entity other than the Department that sells, gives, or distributes, or attempts to sell, give or distribute any document purporting to be a registration certificate or locality permit to conduct a trespass towing business in Fairfax County is guilty of a Class 1 misdemeanor.

(4) Operational requirements.

(A) The operator shall be open for business 24 hours a day and seven days per week, unless the operator has no vehicles immobilized or stored at an approved storage site.

(B) All tow truck safety devices must be operational, used, and comply with local, state, and federal laws and regulations.

(C) An operator shall not tow a vehicle from private property or immobilize a vehicle on private property unless the vehicle is parked on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

(D) All tow trucks shall have the following identifying markings of a contrasting color to the truck body on both sides of each tow truck:

(i) The operator's business name as registered with the Department in a font not less than three inches in height.

(ii) The operator's telephone number in a font not less than three inches in height.

318 (iii) Truck number in a font not less than four inches in height.
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320 (E) Each tow truck, while trespass towing, shall have a copy of the current
321 Fairfax County trespass towing registration certificate or locality permit in the tow
322 truck.
323

324 (F) Each immobilization device shall have a label, clearly visible while the
325 device is in position immobilizing a vehicle, that lists the operator's name and
326 telephone number, immobilization fee, and the Department's name and
327 telephone number.
328

329 (G) The Fairfax County Department of Public Safety Communications
330 (DPSC) shall be notified no later than 30 minutes after initiating the
331 immobilization or towing of a vehicle. However, whenever a vehicle is towed or
332 immobilized from sites within the Town of Herndon or the Town of Vienna, the
333 operator, shall notify the law enforcement agency in those localities as
334 applicable.
335

336 (H) Such notification shall include the:
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338 (i) Operator name and driver employee number who towed or
339 immobilized the vehicle;
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341 (ii) Make, model, color, year, vehicle identification number of the
342 towed or immobilized vehicle;
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344 (iii) License plate type (such as passenger car, truck, dealer, taxi,
345 disabled), number, state, and year of license of the towed or immobilized
346 vehicle;
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348 (iv) Address where the vehicle was towed or immobilized from;
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350 (v) Reason for the tow or immobilization;
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352 (vi) Time such tow or immobilization was initiated; and
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354 (vii) Storage site address where the vehicle is located and the
355 operator's telephone number.
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357 (I) It shall be unlawful to fail to report a tow or immobilization as required
358 by this section. Violation of the reporting requirements of this section shall
359 constitute an invalid tow resulting in no charge to the owner for the release of the
360 vehicle.
361

362 (J) Any tow truck driver who tows a vehicle that is occupied by an
363 unattended companion animal, as defined by Va. Code § 3.2-6500, as amended,

shall, upon such removal, immediately notify the Animal Services Division of the Fairfax County Police Department (FCPD). Such notification should be made to the Fairfax County DPSC non-emergency telephone number.

(K) Upon leaving private property, a driver must tow each vehicle directly to a storage site registered with the Department. Changing the towing vehicle shall not be permitted unless the original towing vehicle becomes non-operational.

(i) The vehicle must remain in that lot for 30 calendar days if the owner fails to claim the vehicle.

(ii) A vehicle towed outside of Fairfax County may not be towed more than ten miles from the origin of the tow, and must remain in the Commonwealth. The straight line ten-mile radius from a storage site outside of Fairfax County shall be determined by the Director using the Fairfax County GIS & Mapping Services Branch data.

(L) Photographic evidence clearly substantiating the vehicle's condition, location, and reason for the vehicle's tow or immobilization must be made prior to connecting the tow truck to the vehicle.

(M) While being towed, vehicles shall be properly secured in accordance with all laws, regulations, and tow truck vehicle manufacturer recommendations.

(N) Nothing in this section shall release the operator from liability for failure to use reasonable care to prevent the load from shifting or falling.

(O) Records. An operator shall maintain written and electronic records for each towed or immobilized vehicle for a period of three years after such tow or immobilization. Records to be retained shall include:

(i) A record of the property owner's approval;

(ii) The information required to be provided to the DPSC and other local law enforcement agencies pursuant to this section;

(iii) A legible copy of the receipt provided to vehicle owner; and

(iv) Photographs and any other documentation supporting the tow.

(5) Storage site requirements.

(A) Every site to which trespassing vehicles are towed, stored, and available for return to the vehicle owner shall comply with the following requirements:

(i) A storage site must be staffed, and open for business 24 hours per day and seven days per week, unless the operator has no vehicles towed from a location in Fairfax County stored at the storage site.

(ii) Each storage site must be properly zoned and approved for storage of towed vehicles, as evidenced by an occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located. Each storage site must also be registered with the Department.

(iii) A storage site shall be lighted during the hours of darkness to afford clear visibility to all portions of the storage site.

(iv) A towed vehicle shall not be stored more than a reasonable walking distance from the area where towing and storage fee payments are received.

(v) The operator shall exercise reasonable care to keep the towed vehicle and its contents safe and secure at all times, which shall include appropriate permanent fencing.

(vi) No operator may take a vehicle to a storage site which does not meet these standards and all other applicable ordinances and regulations:

(a) A clearly visible sign must be posted at the entrance of the storage site that provides the operator's name and telephone number; and

(b) The telephone for the posted number shall be answered 24 hours a day.

(c) A clearly visible sign with a list of all of the operator's fees for trespass immobilization, towing and storage services, and the operator's contact information.

(d) A clearly visible sign available from the Department of Cable and Consumer Services, listing the Department's web site, office address, and telephone number.

(6) Personal property.

(A) Nothing shall be removed from the vehicle without the express consent of the vehicle owner.

(B) Personal property must be released immediately upon the vehicle owner's request without charge, and it shall be the duty of the operator to return it

456 to the vehicle owner if the vehicle owner claims the items prior to release or
457 disposition of the vehicle. Any lien created under this section shall not extend to
458 any personal property.

459
460 (7) Vehicle release.

461
462 (A) If the vehicle owner of the vehicle is present and removes the vehicle
463 from the property or corrects the violation before the vehicle is connected to the
464 tow truck, no fee shall be charged the vehicle owner;

465
466 (B) If the vehicle has been connected to the tow truck and has not yet left
467 private property, the vehicle shall not be towed upon request of the vehicle
468 owner. The vehicle owner shall be liable for a drop fee, as set forth in this
469 section, in lieu of towing, provided that the vehicle owner or representative is
470 present and ready, willing, and able to pay the required drop fee and removes
471 the vehicle from the property or corrects the violation.

472
473 (C) An immobilized or a towed vehicle moved to a storage site shall be
474 immediately available for release at the request of the vehicle owner.

475
476 (D) The operator shall accept the following forms of payment for any
477 trespass towing fees:

478 (i) Cash;

479
480 (ii) Two major national credit cards;

481
482 (iii) MasterCard or Visa debit cards; and

483
484 (iv) Personal checks shall be accepted when credit/debit card
485 machines are not available or are inoperable.

486
487 (E) In all cases when a vehicle is immobilized, towed, or fees charged, the
488 operator shall provide the vehicle owner with a receipt that bears the:

489
490 (i) Complete name, address, and telephone number of the operator
491 that towed the vehicle;

492
493 (ii) Time the vehicle was towed;

494
495 (iii) Address from which the vehicle was towed;

496
497 (iv) Authority for the tow (entity or person authorizing the tow);

498
499 (v) Reason for the tow;
500
501

(vi) Driver employee number; (the corresponding driver's name shall be provided to the FCPD; and/or the Director upon request)

(vii) Time the vehicle was released;

(viii) An itemized list of all fees assessed in the immobilization, towing, storage, and/or release of the vehicle;

(ix) The printed name of the person to whom the vehicle was released; and

(x) The name and telephone number of the Department where vehicle owners may file a consumer complaint.

(F) If any requirements of this section are not met, for such immobilization or tow, no fee shall be charged.

(8) Compliance.

(A) The operator shall provide to the vehicle owner, upon request, a copy of the authority for the tow; including, without limitation, photographs and other documentation supporting the tow.

(B) Right of entry. Whenever it is necessary for the purposes of this section, the duly authorized agent of the Director may enter any trespass towing business, business establishment, or storage site property to obtain information, conduct surveys, audits, compliance reviews, or investigations.

(g) Rates and charges.

(1) Change to rates and charges.

(A) Changes in rates and charges for trespass towing services rendered by operators shall be approved by the Board.

(B) The Board may consider changes in rates or charges upon recommendation of the Director or the Advisory Board.

(C) The Director shall conduct a review of rates every two years.

(D) Any review of rate changes as well as any recommended change to any rule, regulation, or practice thereto shall come before the Advisory Board pursuant to a public hearing, which shall be scheduled as soon as analysis, investigation, and administration allow. All recommendations of the Advisory Board and the Director shall be conveyed to the Board for its consideration and determination.

(E) Whenever the Director or Advisory Board determines a rate change is warranted, all registered operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

Notice of Proposed Rate Change

A proposed change in trespass towing rates is under consideration by the Fairfax County government. The proposed rates are: (Insert description of the proposed changes).

The proposed trespass towing rate change shall be considered by the Trespass Towing Advisory Board at a public hearing. The date, time and location of the public hearing may be obtained by calling the Department of Cable and Consumer Services. Any interested person may appear before the Advisory Board to be heard on this proposed change. Persons who wish to be placed on the speakers' list or who wish further information should call the Department of Cable and Consumer Services at 703-324-5966.

(F) Notices with respect to a proposed rate change shall be posted within ten days of the staff report for such change and shall remain posted until the change in rates is denied or becomes effective.

(2) Rates and charges.

(A) It shall be unlawful for an operator to charge any fees exceeding the fees set forth in this section.

(i) Immobilization. An operator may charge a vehicle owner a maximum fee of \$75.00 for the release of a vehicle when it is immobilized. No other fee of any type may be charged.

(ii) Dropfee. An operator may charge a vehicle owner a maximum fee of \$50.00 for the release of a vehicle prior to towing the vehicle from private property. No other fee of any type may be charged.

(iii) Hookup and initial towing fee shall not exceed:

(I) \$150.00 for vehicles with GVWR of 7,500 pounds or less.

(II) \$250.00 for vehicles with GVWR of 7,501 pounds through 10,000 pounds.

(III) \$500.00 for vehicles with GVWR greater than 10,000 pounds.

(IV) For towing a vehicle between seven o'clock p.m. and eight o'clock a.m. or on any Saturday, Sunday, or holiday, a maximum additional fee of \$30 per instance may be charged; however, in no event shall more than two such fees be charged for towing any such vehicle.

(V) No other fees or charges shall be imposed during the first 24 hour period.

(iv) Storage fee for the safekeeping of vehicles:

(I) No charge shall be made for storage and safekeeping of a vehicle for the first 24 hours the vehicle is on the storage site.

(II) After the vehicle is on the storage site for more than 24 hours, a vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof, at a rate not to exceed \$50.00 for any vehicle 22 feet or less in length, or \$5.00 per foot for any vehicle over 22 feet in length.

(v) If an administrative fee for notification of lien holder, owner, agent or other interested party is charged, it shall not exceed \$75.00. This fee may only apply after the vehicle is on the storage site over three full business days. If an administrative fee is charged, a copy of the Virginia Department of Motor Vehicles report shall be attached to the receipt given to the vehicle owner.

(vi) No other fees shall be charged unless expressly set forth herein.

(B) Upon vehicle release, the operator shall give the vehicle owner a receipt itemizing all charges.

(C) An operator shall not require a vehicle owner to sign any waiver of the vehicle owner's right to receive compensation for damages to the owner's vehicle as a condition of the owner retrieving the towed vehicle.

(h) Penalties and remedies for violations.

(1) All trespass towing.

(A) It shall be unlawful for any person to violate any of the provisions of this section, or any regulation adopted pursuant to this section. Unless otherwise stated, these violations shall constitute traffic infractions punishable by a fine of not more than that provided for a Class 4 misdemeanor.

(B) It shall be unlawful for any person to make or cause to be made any false statement in writing for the purpose of procuring a registration certificate or locality permit, or to make any false statements or entry on records required to be kept by this section.

(C) An operator shall be suspended if the operator's insurance is no longer in effect. Suspension shall be in accordance with Section 82-5-32(h)(2)(B) and (D).

(2) Locality permit operators.

(A) Denial.

(i) The Director may deny an operator's locality permit application to conduct a trespass towing business in Fairfax County if the operator:

(I) Does not have an approved storage site;

(II) Does not possess a valid business license; or

(III) Is not properly licensed by the state; or

(IV) Provides false information on the application.

(ii) The operator may reapply after application deficiencies are corrected. If the denial is based on 82-5-32(h)(2)(A)(i)(IV), the denial shall remain in force for one year from the date of denial.

(B) Suspension.

(i) The Director may suspend an operator's Fairfax County locality permit for a period of one to 60 days and/or until proof of compliance is provided to the satisfaction of the Director for any of the following reasons, but not limited to:

(I) Operating a tow vehicle that fails to meet federal, state, and local codes.

(II) Any violations of this section which regulate conduct, reporting, and record-keeping.

(III) Occurrence of any of the grounds for denial of a registration application or locality permit, listed in Section 82-5-32(h)(2)(A).

(IV) Failure to maintain the storage site(s) and/or operation(s) in good order and repair.

(V) Failure to pay all fees and taxes imposed insofar as such fees relate to operation of a trespass towing business.

(VI) Failure to maintain proper insurance.

(VII) Valid consumer complaints regarding trespass towing operation.

(ii) Any suspension for a violation of Sections 82-5-32(h)(2)(B)(i)(I) and (VI) shall become effective upon the date of any such violation without notification pursuant to paragraph (d) below.

(C) Revocation.

(i) An operator's locality permit may be revoked by the Director for, but not limited to, any of the following reasons:

(I) If an operator fails to correct deficiencies for which the operator was suspended;

(II) The operator makes or causes or allows to be made any false statement in writing for the purpose of procuring a locality permit;

(III) If an operator makes or causes or allows to be made any false statement or entry on records required to be kept by this section;

(IV) Conducts operations in the County while under suspension;

(V) At the discretion of the Director for multiple violations by the locality permit holder of any of the provisions of this section within a twelve-month period.

(D) Notification.

(i) Written notice of any denial, suspension, or revocation under the above provisions of this section shall be given by the Director to the operator in person, or by email, and by certified mail. Such suspension or revocation shall be effective seven calendar days after the deposit of such notice in the US mail unless otherwise specified in this section.

(ii) Locality permits that have been suspended or revoked shall be returned to the Director within seven calendar days from the effective date of the suspension or revocation, provided such suspension was ordered for more than seven calendar days.

(E) Appeal. Procedure for appeal of action by the Director.

(i) If the Director denies, suspends or revokes any operator's locality permit, any party aggrieved thereby may appeal such decision to the Commission.

(ii) An appeal shall be filed with the Department of Cable and Consumer Services by the appellant or by the legal representative of the appellant. Appeals shall be in writing, and appeals shall include a brief statement of the reasons thereof. Appeals shall be filed within 45 calendar days of receipt of the notice of denial, suspension, or revocation, and signed by the appellant or the legal representative of the appellant.

(iii) Upon receipt of notice of appeal, the Commission shall set a time and place for such hearing and shall give the appellant or legal representative and the Director reasonable notice thereof. All hearings on appeals shall be scheduled and determined as promptly as practicable and in no event more than 60 calendar days from the date the notice of appeal is filed.

(iv) An appeal may be withdrawn at any time by the appellant or his agent prior to the Commission meeting by giving written notice to the Director.

(v) An appeal may also be administratively withdrawn by the Director if it is determined that the appeal was the result of an error.

(vi) The Commission shall consider the case record as well as the statements offered by any interested party and shall consider the matter de novo, and the Commission shall, upon the

basis of the record before it, affirm, modify or reverse the decision of the Director.

(vii) If the Commission affirms the decision of the Director to suspend or revoke an operator's a locality permit, then the suspension or revocation shall be effective from the date of the Commissioner's order.

(viii) If the Commission reverses the decision of the Director, the Director shall issue or restore the operator's locality permit, in accordance with its order.

(ix) Except as otherwise provided in this section, an appeal of the decision of the Director to suspend or revoke an operator's locality permit shall stay the effective date of the suspension or revocation.

(x) However, if any suspension or revocation of an operator's locality permit is based on failure to follow appropriate safety procedures or falsifying documents, then the order of the Director shall remain in effect until the Commission has rendered its decision on the appeal.

(F) The provisions of this section are not exclusive and do not relieve the parties or the contracts subject thereto from compliance with all other applicable provisions of law.

(G) Code or regulatory conflict. In the event of a conflict between an action of the state and the County, the County ordinance shall be controlling, provided such provisions are no less stringent than requirements imposed by action of the state.

(i) Restrictions on towing a resident's vehicle from multifamily dwelling unit for expired vehicle registration or expired vehicle inspection sticker.

(1) For purposes of this subsection:

"Multifamily dwelling unit" means more than one single-family dwelling unit located in a building, including townhomes. "Multifamily dwelling unit" does not include any lot within a development created pursuant to the Property Owners' Association Act (Va. Code § 55.1-1800 et seq.), any unit within a condominium created pursuant to the Virginia Condominium Act (Va. Code § 55.1-1900 et seq.), any apartment within a horizontal property regime created pursuant to the Horizontal Property Act (Va Code § 55.1-2000 et seq.), any unit within a cooperative created pursuant to the Virginia Real Estate Cooperative Act (Va. Code § 55.1-2100 et seq.), any time-share unit within a project created pursuant to the Virginia Real Estate Time-Share Act (Va. Code § 55.1-2200 et

seq.), or any lot within a subdivision created pursuant to the Subdivided Land Sales Act (Va. Code § 55.1-2300 et seq.).

"Resident's vehicle" means any vehicle that is (i) owned, leased, or used by a resident of a multifamily dwelling unit in which the parking lot is owned and maintained by the landlord; (ii) known to the landlord to be associated with such resident, by means of a permit, registry, or other document designated by the landlord for such identification purposes; and (iii) in compliance with any requirements set forth in such lease or other agreement regarding such vehicle.

"Towing operator" means any individual or company that has contracted with a landlord for the provision of parking enforcement.

(2) Notwithstanding any other provision of this Section 82-5-32, no towing operator shall tow a resident's vehicle from a parking lot owned and maintained by the landlord of a multifamily dwelling unit for an expired vehicle registration or expired vehicle inspection sticker without complying with the following requirements:

(A) The towing operator shall post written notice on the vehicle, which shall include the date of posting of such notice, that such vehicle will be towed due to an expired registration or expired vehicle inspection sticker after 48 hours from the date of the posting of such notice and that such vehicle will not be removed or towed until such period of time has passed.

(B) The towing operator shall, in addition to posting such notice on the vehicle, transmit a copy of such notice to the landlord with which he contracts for parking enforcement of the multifamily dwelling unit's parking lot.

(C) No towing operator shall remove such vehicle until the 48 hours have passed from the date of posting of such notice.

(3) If a towing operator fails to post such notice on the vehicle, or does not wait the required period of time prior to removing or requesting the towing of such vehicle, he shall be required to reimburse the resident whose vehicle was towed the value of the charges imposed for the towing, storage, and safekeeping of the vehicle and he shall also be subject to a civil penalty of \$100.

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

3. That the provisions of this ordinance shall take effect upon adoption.

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GIVEN under my hand this_____ day of October, 2024

Jill G. Cooper
Clerk for the Board of Supervisors

Code of Virginia

Title 46.2. Motor Vehicles

Subtitle III. Operation

Chapter 12. Abandoned, Immobilized, Unattended and Trespassing Vehicles; Parking

Article 3. Trespassing Vehicles, Parking, and Towing

§ 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles

A. The governing body of any county, city, or town may by ordinance regulate the removal of trespassing vehicles from property by or at the direction of the owner, operator, lessee, or authorized agent in charge of the property. In the event that a vehicle is towed from one locality and stored in or released from a location in another locality, the local ordinance, if any, of the locality from which the vehicle was towed shall apply.

B. No local ordinance adopted under authority of this section shall require that any towing and recovery business also operate as or provide services as a vehicle repair facility or body shop, filling station, or any business other than a towing and recovery business.

C. Any such local ordinance may also require towing and recovery operators to (i) obtain and retain photographs or other documentary evidence substantiating the reason for the removal; (ii) post signs at their main place of business and at any other location where towed vehicles may be reclaimed conspicuously indicating (a) the maximum charges allowed by local ordinance, if any, for all their fees for towing, recovery, and storage services and (b) the name and business telephone number of the local official, if any, responsible for handling consumer complaints; (iii) obtain at the time the vehicle is towed, verbal approval of an agent designated in the local ordinance who is available at all times; and (iv) obtain, at the time the vehicle is towed, if such towing is performed during the normal business hours of the owner of the property from which the vehicle is being towed, the written authorization of the owner of the property from which the vehicle is towed or his agent. Such written authorization, if required, shall be in addition to any written contract between the towing and recovery operator and the owner of the property or his agent. Any such written contract governing a property located within Planning District 8 or Planning District 16 shall clearly state the terms on which towing and recovery operators may monitor private lots on behalf of property owners and any local ordinance created pursuant to this subsection may regulate the monitoring practices that may be used by such towing and recovery operators. For the purposes of this subsection, "agent" does not include any person who either (a) is related by blood or marriage to the towing and recovery operator or (b) has a financial interest in the towing and recovery operator's business.

D. Any such ordinance adopted by a locality within Planning District 8 may require towing companies that tow vehicles from the county, city, or town adopting the ordinance to other localities, provided that the stored or released location is within the Commonwealth of Virginia and within 10 miles of the point of origin of the actual towing, (i) to obtain from the locality from which such vehicles are towed a permit to do so and (ii) to submit to an inspection of such towing company's facilities to ensure that the company meets all the locality's requirements, regardless of whether such facilities are located within the locality or elsewhere. The locality may impose and collect reasonable fees for the issuance and administration of permits as provided for in this subsection. Such ordinance may also provide grounds for revocation, suspension, or modification of any permit issued under this subsection, subject to notice to the permittee of the revocation,

suspension, or modification and an opportunity for the permittee to have a hearing before the governing body of the locality or its designated agent to challenge the revocation, suspension, or modification. Any tow truck driver who removes or tows a vehicle, pursuant to any such ordinance, that is occupied by an unattended companion animal as defined in § 3.2-6500 shall, upon such removal, immediately notify the animal control office of the locality in which the vehicle is being removed or towed. Nothing in this subsection shall be applicable to public safety towing.

Nothing in this subsection shall restrict or modify the authority of a locality within Planning District 8 to require, by such ordinance, towing companies that tow and store or release vehicles within such county, city, or town to obtain from such locality a permit to do so.

E. For purposes of this subsection:

"Multifamily dwelling unit" means more than one single-family dwelling unit located in a building, including townhomes. "Multifamily dwelling unit" does not include any lot within a development created pursuant to the Property Owners' Association Act (§ 55.1-1800 et seq.), any unit within a condominium created pursuant to the Virginia Condominium Act (§ 55.1-1900 et seq.), any apartment within a horizontal property regime created pursuant to the Horizontal Property Act (§ 55.1-2000 et seq.), any unit within a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§ 55.1-2100 et seq.), any time-share unit within a project created pursuant to the Virginia Real Estate Time-Share Act (§ 55.1-2200 et seq.), or any lot within a subdivision created pursuant to the Subdivided Land Sales Act (§ 55.1-2300 et seq.).

"Resident's vehicle" means any vehicle that is (i) owned, leased, or used by a resident of a multifamily dwelling unit in which the parking lot is owned and maintained by the landlord; (ii) known to the landlord to be associated with such resident, by means of a permit, registry, or other document designated by the landlord for such identification purposes; and (iii) in compliance with any requirements set forth in such lease or other agreement regarding such vehicle.

"Towing operator" means any individual or company that has contracted with a landlord for the provision of parking enforcement.

Any such local ordinance shall include a provision that requires, for the towing of a resident's vehicle from a parking lot owned and maintained by the landlord of a multifamily dwelling unit, the towing operator for such parking lot, prior to the towing of such vehicle for an expired vehicle registration or expired vehicle inspection sticker, to post written notice on the vehicle, which shall include the date of posting of such notice, that such vehicle will be towed due to an expired registration or expired vehicle inspection sticker after 48 hours from the date of the posting of such notice and that such vehicle will not be removed or towed until such period of time has passed. The towing operator shall, in addition to posting such notice on the vehicle, transmit a copy of such notice to the landlord with which he contracts for parking enforcement of the multifamily dwelling unit's parking lot. If a towing operator fails to post such notice on the vehicle, or does not wait the required period of time prior to removing or requesting the towing of such vehicle, he shall be required to reimburse the resident whose vehicle was towed the value of the charges imposed for the towing, storage, and safekeeping of the vehicle and he shall also be subject to a civil penalty not to exceed \$100.

No towing operator shall remove such vehicle until the 48 hours have passed from the date of the

posting of such notice.

Code 1950, § 46-541; 1952, c. 352; 1954, c. 435; 1958, c. 541, § 46.1-551; 1978, cc. 202, 335; 1979, c. 132; 1983, c. 34; 1985, c. 375; 1989, cc. 17, 727; 1990, cc. 502, 573; 2006, cc. [874](#), [891](#); 2009, cc. [186](#), [544](#); 2012, cc. [149](#), [812](#); 2017, c. [825](#); 2018, cc. [411](#), [412](#); 2024, cc. [308](#), [537](#), [653](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Board Agenda Item
September 10, 2024

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Consider Proposed Amendments to the Police Officers Retirement Systems Ordinances

ISSUE:

Authorization to advertise a public hearing on proposed amendments to Article ~~3~~ 7 of Chapter 3 of the Fairfax County Code which set forth the ordinance for the Fairfax County Police Officers (PORS) Retirement System.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing regarding the proposed amendment to the PORS ordinance for the purpose of adding certain provisions with respect to other public safety service purchases. The PORS Board of Trustees have reviewed and support the proposed amendments.

TIMING:

Board action is requested on September 10, 2024, to provide time to advertise for a public hearing on September 24, 2024, at 4:00 p.m.

BACKGROUND:

Based on the Collective Bargaining Agreement between Fairfax County and the Southern States Police Benevolent Association, on May 21, 2024, the Board approved amendments to the Fairfax County Code for the PORS. Those amendments allowed PORS members to purchase up to four total years of service credit for prior sworn law enforcement and active-duty military service in the armed forces of the United States.

Additional amendments have been recommended that would allow PORS members to purchase up to four total years of service credit for prior service as a full-time public safety employee of another federal, state, or local government agency in the United States or of a public or private university located in the United States.

Fairfax County Code Section 3-7-23.2 needs to be amended to allow these purchases to be made, as detailed in the Attached draft Code amendments.

Board Agenda Item
September 10, 2024

EQUITY IMPACT:

None.

FISCAL IMPACT:

The full cost of any service purchased will be paid by the member, resulting in no increase in the unfunded liability of the systems at the time of the purchase. As reflected in the attached letters from the systems' actuary, Cheiron, has re-confirmed that the cost to the retirement system is expected to be immaterial. The calculations developed by the actuary to determine the members' cost for purchase of service credits will be re-evaluated on an annual basis and revised as needed. Although there is no cost incurred by the County at the time of the service purchase, the systems will assume the risk that all actuarial assumptions will be met for purchased service credits. If the system experiences investment losses, due to returns falling short of the assumption, or liability losses, such as those resulting from improvements to member mortality, then the increase in unfunded liability will be amortized and included in the employer contribution rates paid by the County. The magnitude of the impact of purchased service credits will depend on the number of members utilizing this option but is not anticipated to be significant.

ENCLOSED DOCUMENTS:

Attachment 1: Amendments to Chapter 3, Article 7

Attachment 2: Letter from the actuary for the Police Officers Retirement System

STAFF:

Christina Jackson, Deputy County Executive/Chief Financial Officer

Jeff Weiler, Executive Director, Retirement Administration

Linnaea Jablonski, Director, Department of Human Resources

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney

Patricia Moody McCay, Senior Assistant County Attorney

1 **AN ORDINANCE AMENDING CHAPTER 3 OF THE FAIRFAX COUNTY**
2 **CODE, RELATING TO PURCHASE OF SERVICE CREDIT FOR PRIOR**
3 **PUBLIC SAFETY SERVICE**

4
5 **AN ORDINANCE to amend Chapter 3, Article 7 of the Fairfax County**
6 **Code by adding Section 3-7-23.2 Purchase of Service Credit for Prior**
7 **Public Safety Service.**

8
9 **Draft of August 15, 2024**

10
11 **Be it ordained by the Board of Supervisors of Fairfax County:**

12 **1. That Chapter 3, Article 7 of the Fairfax County Code is amended and**
13 **a new Section 3-7-23.2 is adopted, as follows:**

14 **Section 3-7-23.2. Purchase of Service Credit for ~~Prior~~Prior ~~Law~~-**
15 **~~Enforcement, Other Public Safety,~~ or Active-Duty Military**
16 **Service.**

17
18 (a) Any member in active service who is a sworn member of the Fairfax County
19 Police Department may purchase service credit for:

20
21 (1) Prior full-time public safety employee of another federal, state, or
22 local government agency in the United States or of a public or
23 private university located in the United States~~Service as a full-time-~~
24 sworn employee of another federal, state, or local government law
25 enforcement agency in the United States or of a private university
26 located in the United States; and

27
28 (2) Prior active-duty military service in the armed forces of the United
29 States, provided that the discharge from a period of active-duty
30 status with the armed forces was not dishonorable.

31 (3) ~~Service as a full time public safety employee of another federal,~~
32 ~~state, or local government agency in the United States or of a~~
33 ~~public or private university located in the United States;~~

34
35 (b) No member in service shall be allowed to purchase more than a total of
36 four (4) years of service credit. Nor shall any member in service be
37 allowed to purchase service credit included in the calculation of any
38 retirement allowance received or to be received by the member from this
39 System or the Fairfax County Uniformed Retirement System (URS), as
40 applicable, or any other retirement system, or if there is a balance in a
41 defined contribution account that serves as a primary retirement account
42 related to such service, except as otherwise required by Chapter 1223 of
43 Title 10 of the United States Code, as amended. Service credit purchased
44 pursuant to this Section shall apply to the calculation of the member's
45 retirement allowance and the calculation of the member's retirement

1 eligibility but shall not apply to the vesting requirements of this System or
2 the URS, as applicable.

3
4 (c) Service credit purchased pursuant to Subsection (a)(1) of this Section
5 shall be credited to the member in accordance with the rules of this
6 System or the URS, as applicable. In addition, a member shall be eligible
7 to purchase service credit pursuant to Subsection (a)(1) of this Section to
8 make up any difference between to the total amount of service credit
9 earned while serving as a full-time sworn employee of another federal,
10 state, or local government law enforcement agency in the United States or
11 of a private university located in the United States ("total prior service
12 credit") and the amount of portability service credit (as defined in this
13 Article or Article 3 of this Chapter, as applicable) the member is allowed to
14 purchase from this System or the URS, as applicable, under any
15 agreement concerning reciprocal asset transfer and/or pension portability
16 between Fairfax County and the Virginia Retirement System (VRS) or any
17 other political subdivision of the Commonwealth of Virginia. Nothing in this
18 Section shall preclude a member from porting their applicable time and
19 purchasing service credit for a combined total of not more than four (4)
20 years.

21
22 (d) Service credit purchased pursuant to Subsection (a)(2) of this Section
23 shall be credited to a member only for each full month of service, as
24 indicated on the member's DD-214 [or NGB Form 22](#) submitted to the
25 Fairfax County Retirement Administration Agency (RAA).

26
27 (e) For purposes of this Section:

28
29 (1) "Active-duty military service" shall mean full-time service of at least
30 one-hundred-eighty (180) consecutive days in the United States
31 Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard,
32 or reserve components thereof (including the National Guard);

33
34 (2) "State" shall include the District of Columbia and any territory of the
35 United States; and

36
37 (3) "Local government" shall mean any political subdivision of the
38 Commonwealth of Virginia or another state.

39
40 (4) "Public safety" shall include sworn or uniformed law enforcement
41 service, uniformed fire and emergency medical service, public
42 safety communicators or emergency dispatch, and helicopter pilots

43
44 (f) The member may make payment for service credits covered under this
45 Section in a lump sum at the time of purchase, through the transfer of
46 funds from another retirement account, as permitted by and consistent

1 with federal and state law, or by a payment plan with a maximum duration
2 of forty-eight (48) months, or any combination thereof. Regardless of the
3 method of payment, the member shall be responsible for paying the full
4 costs of the service credits, including any increase in cost due to the
5 timing of payments. In addition, any member who chooses a payment plan
6 shall enter into a contract with the RAA, which shall be responsible for
7 calculating the total cost of the purchase, including any applicable interest.
8 The contract shall provide that, in the event the member terminates the
9 payment plan prior to making full payment, the member shall only be
10 credited service credits equivalent to the total amount of the payments
11 made prior to the termination.
12

13 **2. That the provisions of this ordinance are severable, and if any**
14 **provision of this ordinance or any application thereof is held invalid,**
15 **that invalidity shall not affect the other provisions or applications of**
16 **this ordinance that can be given effect without the invalid provision**
17 **or application.**
18

19 **3. This amendment is effective upon adoption. Any application received**
20 **within 30 days of adoption will be treated as received as of July 1,**
21 **2024, after the required hearing before the Board of Supervisors,**
22 **whichever occurs first.**
23

24 GIVEN under my hand this _____ day of _____ 2024.

25 _____
26 Jill G. Cooper
27 Clerk for the Board of Supervisors
28



August 1, 2024

Mr. Jeffrey Weiler
Executive Director
12015 Lee Jackson Memorial Highway, Suite 350
Fairfax, Virginia 22033

Re: Police Officers Retirement System Proposed Ordinance Change

Dear Jeff:

As requested, we are writing to provide the actuarial impact of a change to the Police Officers Retirement System (PORS) ordinance. It is our understanding that the change to the ordinance, effective July 1, 2024, provides any member in active service the ability to purchase service credit for 1) sworn or uniformed law enforcement service, uniformed fire and emergency medical service, public safety or emergency dispatch, and helicopter pilots who provided emergency service response for federal, state, or local government agencies or 2) prior active-duty military service in the armed forces of the United States, provided that the discharge from a period of active-duty status with the armed forces was not dishonorable.

Overall, the cost of these changes would be immaterial to the System. That is because the full cost of the projected increase in the present value of benefits due to the service purchase would be paid to the System assets, making the plan whole. This payment would be made through one of three options: a) a lump sum, b) payment plan with a maximum duration of 48 months, or c) transfer of funds from another retirement account.

This letter was prepared exclusively for the Fairfax County Retirement Systems for the purpose described herein. Other users of this letter are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to any other user.

This letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices, and our understanding of the Code of Professional Conduct, and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board, as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this letter. This letter does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston, FSA
Principal Consulting Actuary

Coralie Taylor, FSA
Consulting Actuary

ADMINISTRATIVE - 8

Authorization for the Department of Public Works and Environmental Services to Apply for and Accept Grant Funding from the U.S. Department of Defense Readiness and Environmental Protection Integration Program for the Pohick Stream Stabilization Project

ISSUE:

Board of Supervisors (Board) authorization is requested for the Department of Public Works and Environmental Services (DPWES) to apply for and accept grant funding, if received, from U.S. Department of Defense (DOD) Readiness and Environmental Protection Integration (REPI) Program in the amount of \$500,000, including \$250,000 in Local Cash Match (LCM). Grant funds will be used for the design of the stabilization of a portion of Pohick Creek located along the boundary of the Noman M Cole, Jr., Pollution Control Plant (NMCJPCP) in Lorton, Virginia. The 50 percent LCM requirement is available in Fund 69300, Sewer Construction Improvements. No new General Fund resources will be required. The grant period is from January 2025 to January 2028. No new positions are associated with the funding. 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 the Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the DPWES to apply for and accept grant funding, if received, from the DOD REPI Program in the amount of 500,000, including \$250,000 in LCM, for the Pohick Stream Stabilization Project. The County Executive also recommends that the Board authorize the Chairman of the Board, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

Board Agenda Item
September 10, 2024

TIMING:

Board action is requested on September 10, 2024. Due to the grant application deadline of August 12, 2024, 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. The Board was also notified via email on August 1, 2024, of the department's intent to apply for this grant prior to the application due date.

BACKGROUND:

The DOD Readiness and Environmental Protection Integration Program preserves military missions by supporting cost-sharing agreements between the Military Services, other federal agencies, state and local governments, and private conservation organizations to avoid land use conflicts near military installations, address environmental restrictions that limit military activities, and increase resilience to climate change. The program's goals align with the Fairfax County Countywide Strategic plan "Environment and Energy" and "Safety and Security" community outcome areas.

The NMCJPCP receives and treats approximately 40 percent of the wastewater generated in the southeastern part of the County and nearby jurisdictions. A portion of the facility is located within the 100-year storm boundary. A section of the Pohick Creek runs adjacent to the eastern and southern portion of the facility. Grant funds will supplement the funding required for the design of solutions for stream restoration and riverine flooding abatement along this portion of Pohick Creek. Solutions are expected to reduce the likelihood and impact of flooding near the facility, reduce long-term encroachment of the stream upon the facility, and protect the facility's ability to provide uninterrupted wastewater treatment.

Once design is complete, a construction phase to implement solutions is anticipated. While funding is anticipated to be available through the sewer funds, additional grant funding may be pursued through the DOD Defense of Critical Infrastructure Program (DCIP) to supplement the use of funds.

EQUITY IMPACT:

The Pohick Creek Stream Stabilization project has no equity impact. Untreated wastewater has severe adverse human health and environmental impacts, and this project is an essential part of the County's wastewater infrastructure capital renewal program to minimize the release of untreated sewage. The additional grant funding provides a benefit to all Fairfax County wastewater ratepayers.

Board Agenda Item
September 10, 2024

Any inaction or delay on this project could result in partially or fully untreated wastewater discharges from NMCJPCP. Untreated wastewater causes diseases to proliferate, including hepatitis, tetanus, typhoid, cholera, enterovirus, and others, that thrive in untreated human sewage. Untreated wastewater also ruins water quality and kills aquatic life. The United States Environmental Protection Agency (EPA) has identified inequitable nationwide trends where communities “allow continued discharges of raw sewage into waters used for drinking, recreation, and/or ecological habitat—depending on the ability of a wastewater system and its customers to pay for necessary infrastructure upgrades.”

Attachment 1 shows the County’s Approved Sewer Service Area (ASSA) in comparison to the Vulnerability Index scores. It also shows the location of the NMCJPCP location where the project is located.

FISCAL IMPACT:

Grant funding in the amount of \$500,000 is being requested from the DOD REPI Program to support the Pohick Creek Stream Stabilization Project. The \$250,000 Local Cash Match requirement is available in Fund 69300, Sewer Construction Improvements. No new General Fund resources will be required. This grant does not allow the recovery of indirect costs. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated grant awards in FY 2025.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

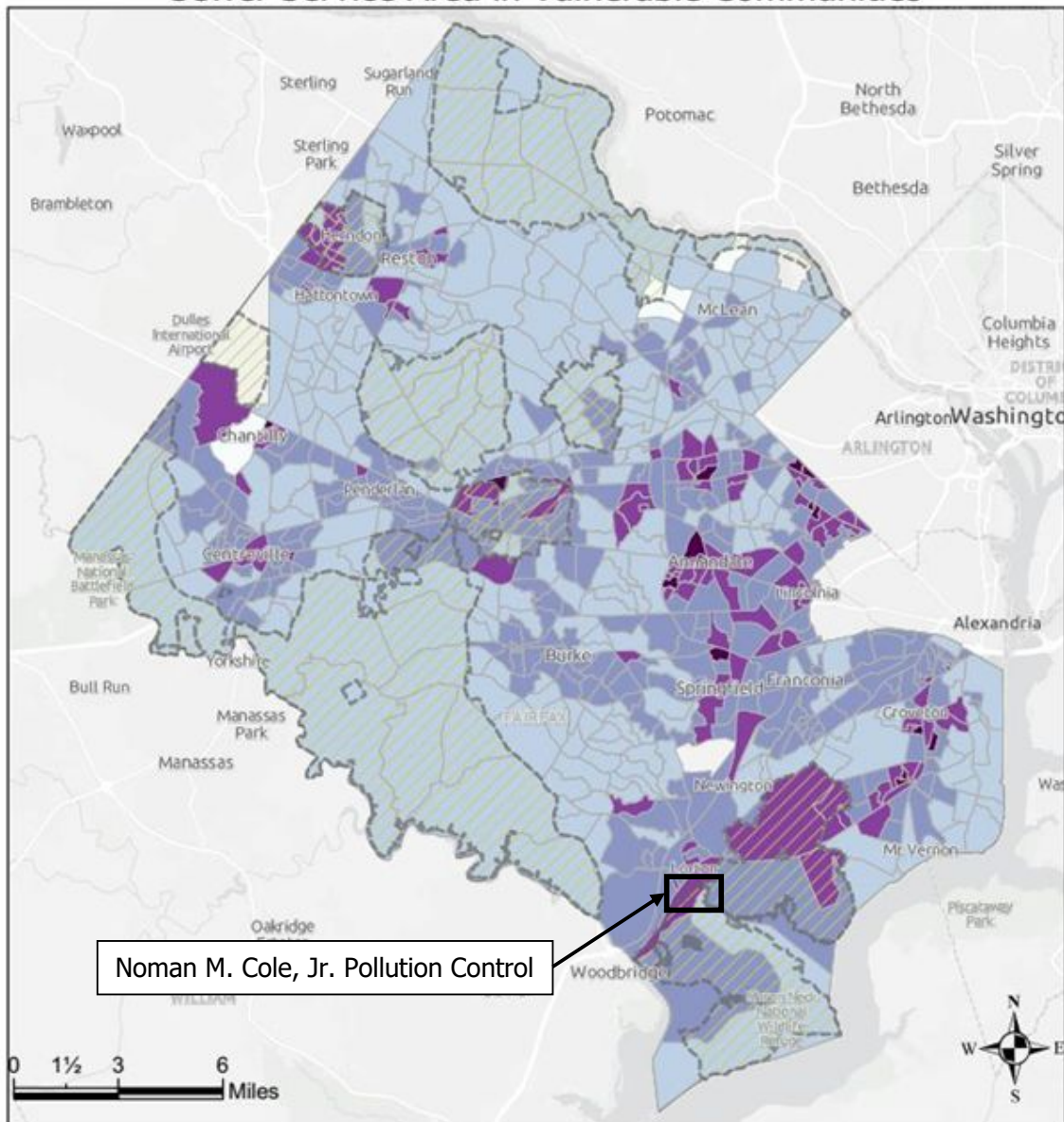
ENCLOSED DOCUMENTS:

Attachment 1: Sewer Service Area in Vulnerable Communities
Attachment 2: FY 2025 REPI Challenge Full Proposal Form

STAFF:

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES
Michael McGrath, Director, Wastewater Treatment Division (WTD), DPWES
Hong Yin, Engineering Support Branch Chief, WTD, DPWES
Sarah Motsch, Engineer V, WTD, DPWES

Sewer Service Area in Vulnerable Communities



Legend

Outside ASSA

Vulnerability Index	# of households inside the ASSA	# of households outside of the ASSA	Total # of households
0 - 1	1,501	181	1,682
1 - 2	133,782	21,021	154,803
2 - 3	133,687	5,299	138,986
3 - 4	34,169	4,684	38,853
4 - 5	2,037	0	2,037
Total	305,176	31,185	336,361



Date: 3/3/2023

Path: G:\pub\DPWES\WWM\ServiceRequests\Vulnerable Areas Vs Sewer Service Area\VulnerableAreas_SewerServiceArea\VulnerableAreas_SewerServiceArea.aprx



REPI

UNITED STATES DEPARTMENT OF DEFENSE
READINESS AND ENVIRONMENTAL
PROTECTION INTEGRATION PROGRAM

FY 2025 REPI CHALLENGE FULL PROPOSAL FORM



Deadline: Wednesday, August 12, 2024; 8 p.m. ET

Submit proposal electronically through the REPI Challenge Online Portal: repi.osd.mil

Project Name: Pohick Creek Stream Restoration Project

Partner organization(s): Northern Virginia Regional Commission, Fairfax County Department of Public Works and Environmental Services, Noman M. Cole, Jr. Pollution Control Plant

Partner submitting proposal and point of contact information:

Name: Sarah Motsch

Organization: Fairfax County

Phone: 571-595-9600

Email: sarah.motsch@fairfaxcounty.gov

Other participating organizations:

Fairfax County Department of Public Works and Environmental Services

Northern Virginia Regional Commission

Directorate of Public Works Environmental Division, Fort Belvoir

Installation(s): Fort Belvoir

Installation Point of Contact:

Name: Ashley McMahon

Organization: Directorate of Public Works Environmental Division

Phone: 703-806-0020

Email: ashley.c.mcmahon2.civ@army.mil

A. Project Executive Summary

The purpose of this section is to give the REPI office a snapshot of the proposed project. Briefly describe the problem(s) and summary of proposed actions to resolve the problem(s) identified. Specifically address the project's proposed actions, what issue(s) those actions will solve, and the desired outcomes of the project that will indicate success. (5,000 character limit)

This proposal will enhance the protection of the Noman M. Cole, Jr. Pollution Control Plant (NMCPCP) by providing design and planning funds to advance the Pohick Creek Stream Improvement Planning project. The Noman M. Cole Plant is threatened by the movement of Pohick Creek toward plant process areas. Flooding into the plant will result in contamination of local water resources and disrupt operations. The Noman M. Cole Plant is the only wastewater treatment facility servicing Fort Belvoir, along with surrounding off-base areas. Fort Belvoir, a U.S. Army Garrison, is located in Fairfax County along the Potomac River, about 16 miles southwest of Washington, D.C., and covers approximately 8,500 acres between Main Post and Fort Belvoir North Area (FBNA). Fort Belvoir serves a population of 50,000 and is home to

multiple tenant organizations and agencies that are critical to national defense and national security. Tenants include the National Geospatial-Intelligence Agency headquarters, The U.S. Army Intelligence and Security Command headquarters, The Defense Logistics Agency headquarters, the Intelligence Community Campus - Fort Belvoir North Area, the Defense Acquisition University, the Missile Defense Agency, and the U.S. Army Nuclear and Countering Weapons of Mass Destruction Agency among other missions directly supporting the highest levels of the Department of Defense and the U.S. Government. Disruption to cessation of wastewater service to Fort Belvoir would severely negatively impact base activities.

The Fairfax County Department of Public Works and Environmental Services requests \$250,000 (50% of the estimated design cost of \$500,000) to fund professional services to design natural infrastructure solutions required for future improvements to Pohick Creek, which in turn reduces encroachment of the creek and the risk of flood water inundation of the plant.

A planning analysis of Pohick Creek is underway to identify means of addressing the flooding issues adjacent to the NMCCPCP. The stream survey is evaluating solutions to protect the plant from inundation and to prevent scouring at the piers of an onsite bridge that serves critical process facilities. Secondary benefits are anticipated to potentially include nutrient and sediment reduction and improved or created native riparian vegetation habitat and buffer.

The completed design is necessary to prepare a shovel ready project to be funded with follow on grants for implementing construction. The completion of the 95% design will indicate a successful outcome for this REPI Challenge. This project is an innovative solution that could be duplicated elsewhere in the region, the state, or in other locations in the USA, as well as, provide a solution for both sides of the fence. We have the support of the base and the local jurisdiction to see the project through to completion.

B. Project Focus Area and Regulatory Authority(ies)

This year's Challenge has three distinct focus areas with different response criteria. The below focus areas were pre-populated based on your selections upon adding this project. You may select more than one focus area; however, please attempt to clearly describe how each focus area will be addressed via this project and identify if one area is of higher priority to the installation(s). (1,000 character limit)

- **Focus Area A Climate Resilience**

Briefly describe how proposed off-base nature-based solution(s) will maintain or improve installation resilience (e.g., increased water supply, strengthened shoreline defenses, hazardous fuels reduction) to impacts of climate change and extreme weather events (e.g., wildfire, drought, and permafrost thawing). If selected, specify which phase(s) of this focus area will be addressed through the project.

Phases addressed: Phase 2: Site Assessment and Design, Phase 3: Final Design and Permitting

The natural infrastructure solutions to be designed are off-site to reduce flooding off-base adjacent to NMCCPCP. The designs completed will minimize impacts to the wastewater treatment system service on the installation and its missions, especially during extreme wet weather events. This project will focus on Phase 2 (Site assessment and design) of the project.

Regulatory Authority(ies) leveraged for this project:

- **Habitat Preservation-IGSA authority (10 U.S.C. § 2679)**

C. Encroachment Threat

Based on the project focus area(s) selected and summarized in the previous section, describe the specific encroachment threat(s) to the military mission that your proposed project will address, and how the proposed efforts outlined in the executive summary fit into a coordinated and comprehensive approach to preventing or managing encroachment. Encroachment is defined as factors that negatively affect DOD's ability to effectively test, train, and operate, and may include the current/potential impacts from climate change and/or extreme weather events. (5,000 character limit)

Encroachment of Pohick Creek could cause damage to the infrastructure of NMCCP. Damage would potentially result in a reduced or complete loss of wastewater service, which would result in significant human health and environmental impacts, including wastewater backing up into homes and businesses and the release of human waste into Pohick Creek, a tributary of the Chesapeake Bay watershed. The interruption would negatively impact US Army Garrison Fort Belvoir, which can only operate for 72 hours without wastewater collection and treatment services.

In addition, flooding onsite at NMCCP would occur concurrently with upstream flooding, which could potentially impact the local community and cause flooding across Richmond Highway (Route 1), a highway that services Ft. Belvoir. Improved routing and stabilization of the Pohick Creek will reduce the threat of flooding and associated damage to NMCCP, Fort Belvoir, and the surrounding community.

Previous encroachment efforts include a 2013 Flood Mitigation Analysis and the implementation of a coordinated set of recommendations, including the expansion of an existing floodwall and stabilization of three areas along Pohick Creek on the facility site. The Pohick Creek Stream Stabilization Project will build upon previous efforts by redirecting the stream and providing renewed protection for the onsite bridge.

D. Strategic Benefits and Outcomes

Describe how the proposed solution provides a strategic benefit to the military by supporting key mission capabilities, highly significant geographies, or other priorities referenced on page 2 of the RFP or other DOD strategic planning documents. Provide specifics, including quantitative data and sources, on restrictions and workarounds this project will help prevent, reduce, or mitigate, and outline the projected timeframe for anticipated benefits to military activities as appropriate. (5,000 character limit)

The proposed solution provides a strategic benefit by protecting the reliable and compliant treatment of wastewater from Fort Belvoir especially during extreme wet weather events. Fort Belvoir is home to multiple tenant organizations and agencies that are critical to national defense and national security. Tenants include the National Geospatial-Intelligence Agency headquarters, The U.S. Army Intelligence and Security Command headquarters, The Defense Logistics Agency headquarters, the Intelligence Community Campus - Fort Belvoir North Area, the Defense Acquisition University, the Missile Defense Agency, and the U.S. Army Nuclear and Countering Weapons of Mass Destruction Agency among other missions directly supporting the highest levels of the Department of Defense and the U.S. Government.

Fort Belvoir can only operate for 72 hours without wastewater collection and treatment services . Once 72 hours have elapsed, Fort Belvoir will face significant disruption to and potentially cessation of key mission capabilities. Emergency sanitary support measures would need to be implemented. This support would only provide a limited level of service. Secondary impacts to Fort Belvoir could include potentially limited access to the facility due to flooding on Richmond Highway (Route 1) and clean up and restoration efforts to Fort Belvoir facilities which may experience wastewater backing up into them.

The design work to be completed under this proposal is anticipated to be completed in early 2026. Construction of the project is anticipated to be completed in early 2027 at which time the benefit of reduced likelihood of encroachment of Pohick Creek on NMCPCP would be achieved.

E. Detailed Description of the Finances for this Project

Provide a detailed description of the finances based on the type of project proposed. Provide the anticipated ratio of partner contributions to total costs for the proposed action, including an overview of funds secured and plans for raising the outstanding balance. Provide the financial and in-kind contributions, including possible land exchanges, technical assistance, outreach activities, etc, from each committed partner, as appropriate. Describe the accounting of in-kind services, to include values where possible, and support with how those contributions are factored and tracked. Include roles and costs associated with any natural resource management or nature-based solutions that are part of this project, if applicable. Include information if the proposed project is scalable; can it be funded in phases and what might those phases look like? (10,000 character limit)

An Architectural and Engineering (A&E) firm has been hired to conduct a stream survey of Pohick Creek. As part of the REPI 2025 challenge, a design of natural solutions for the flooding in Pohick Creek adjacent to NMCPCP will be developed. The cost for A&E services is \$500K. The REPI grant request is \$250,000. The partner, Fairfax County, will provide the remaining 50% in matching funds in the form of cash. Project management will be handled by Fairfax County at no cost.

Although the study and design are intended to be completed as whole, it may be possible to implement construction in phases. This is dependent on the results of the study and design requirements.

If requesting funding for environmental compliance, explain the amount, purpose, and funding source(s) of these costs.

The current estimate for environmental planning and compliance requirements is \$19,000.

F. Financial Summary and Estimated Project Size

Financial Summary Table

	Acquisition	Natural Resource Management/Natural Infrastructure Improvements	Total
FY 2025 REPI Challenge Funding Request	\$250,000.00	\$0.00	\$250,000.00
Military Service Funding	\$0.00	\$0.00	\$0.00
Partner Contributions	\$250,000.00	\$0.00	\$250,000.00
Other	\$0.00	\$0.00	\$0.00
Total Funding	\$500,000.00	\$0.00	\$500,000.00

Project Size Table

Total Acres of Project	51.60
Total Easement Acreage (if applicable)	0.00
Total Natural Resources Management Acreage (if applicable)	51.60
Fee Title/Easement (if applicable)	Neither
Fair Market Value of Property (for easement, if applicable)	\$0.00
Target Closing Date/Completion Date	January 1, 2025

G. Estimated Use of FY 2025 REPI Challenge Funds

Acquisition Cost	\$0.00
Transaction Costs (appraisal, survey, title, etc.)	\$0.00
Reserve/Endowment Funding for Stewardship and Management Cost	\$0.00
Legal Costs	\$0.00
Environmental compliance costs	\$9,500.00
Fundraising Costs	\$0.00
Natural Resource Management Costs	\$0.00
Natural Infrastructure Improvement Costs (Phase 1: Capacity Building and Planning)	\$0.00
Natural Infrastructure Improvement Costs (Phase 2: Site Assessment and Design)	\$150,250.00
Natural Infrastructure Improvement Costs (Phase 3: Final Design and Permitting)	\$150,249.00
Natural Infrastructure Improvement Costs (Phase 4: Implementation and Monitoring)	\$1,700,000.00
Other	\$0.00
Total Use of Funds	\$250,000.00

H. Sources of Funds

Source	In hand/Pledged	Anticipated	Total
Cash Reserves*	\$250,000.00	\$0.00	\$250,000.00
* A local cash match from Fairfax County is available in the Sewer Improvement Funds.			
Seller Donation	\$0.00	\$0.00	\$0.00
Private Fundraising	\$0.00	\$0.00	\$0.00
Other Contributions (specify sources)**	\$0.00	\$0.00	\$0.00
**			
Total	\$250,000.00	\$0.00	\$250,000.00

I. Agreement Details and Environmental Planning

Coordinated Plan to Address Encroachment:

Describe how the partner and installation have coordinated the proposed action with multiple stakeholders and using multiple tools. Include information about ongoing installation partner and involvement in community, regional, and state planning forums or exercises; existence of a compatible use plan and/or various installation planning documents (range planning, master plans, resilience-related plans such as military installation reviews, water or natural resource management plans); zoning; regulatory mitigation efforts; outreach and engagement; technical assistance, etc. (2,000 character limit)

The project and this proposal have been developed in coordination with the Fairfax County Department of Economic Initiatives, the Northern Virginia Regional Commission (Community and Military Partnerships), Fort Belvoir's Directorate of Public Works Environmental Division, and Fairfax County's Department of Environment and Public Works. The proposed project was initially developed based on resilience strategies identified during a Military Installation Resiliency Review completed by the Northern Virginia Regional Commission and funded by the Office of Local Defense Community Cooperation for Northern Virginia bases.

Agreement Details and Environmental Plan:

Provide the status of partner agreement with the Military Service. Indicate if it is in place/anticipated, and include the timeframe for completing the agreement in order to accept funds. (1,000 character limit)

Meetings and discussion have been initiated. If an award is made for this project, Fairfax County and Fort Belvoir will enter into a REPI Program Partner agreement in order to accept funds.

Provide the status of negotiations and closing schedule (if applicable). (1,000 character limit)

Not applicable at this time.

Provide the status of legal due diligence (title exam, appraisal, survey, planning, permitting, etc.), as appropriate. (1,000 character limit)

A stream survey of Pohick Creek is currently being performed. Based on recommendations from the results of the study, potential legal due diligence activities will be identified and implemented during the design and construction phases of the project.

Provide the status of environmental planning and compliance activities (e.g., National Environmental Protection Act (NEPA) or Section 106 National Historic Preservation Act (NHPA)), as appropriate. (1,000 character limit)

A stream survey of Pohick Creek is currently being performed. Based on recommendations from the results of the study, environmental planning and compliance activities will be identified and implemented during the design and construction phases of the project.

Provide the plans for permanent protection, stewardship and management, monitoring, and crediting. (1,000 character limit)

As part of the Fairfax County Wastewater Management Program's Capital Improvement Program, the portion of Pohick Creek near the facility will be monitored for future encroachment and the need for future actions identified.

Estimated Project Schedule:

Provide the estimated project schedule, to include interim milestones from project award through completion. (1,000 character limit)

Major milestones for the design of the project are:

- Notice to proceed: January 2025
- 35% concept design submission: August 2025
- Design stakeout, charrette, and review: October 2025
- 95% design submission: January 2026
- 100% final design submission: March 2026
- Waters of the US delineation, on-site review with USACE and Clean Water Act permitting will occur between January 2025 through March 2026

Progress updates shall be provided to the installation on a quarterly basis.

ACTION – 1

Presentation of the Delinquent Tax List for Tax Year 2023 (FY 2024)

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 the collection of non-tax delinquencies; and (2) the Board removes certain small uncollectable overdue accounts listed in Attachments B and C pursuant to *Virginia Code §§ 58.1-3921 and 58.1-3924*.

TIMING:

Board action is requested on September 10, 2024.

BACKGROUND:

In accordance with the Virginia Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2023 (FY 2024) 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 2023, as of June 30, 2024:

	<u>Tax Year 2023 (FY2024)</u>	
	<u>Accounts</u>	Local <u>Tax Amount</u>
Real Estate	2,367	\$ 11,672,271
Personal Property – Vehicles	45,470	\$ 13,363,151
Business Personal Property	2,778	\$ 4,638,733
Public Service Corp. Properties	0	\$ 0
BPOL	<u>1,280</u>	<u>\$ 4,902,277</u>
Total	51,895	\$ 34,576,432

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The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2024. 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 \$34.5 million, represents less than 1% of the levy for Tax Year 2023 (FY 2024). Of the \$13,363,151 in delinquent vehicle taxes, \$3,115,827 is from business owned and used vehicles and \$10,247,324 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 2024 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 52,829 accounts with DMV holds were successfully collected in FY 2024.

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. Although 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 taxes, BPOL taxes, and parking tickets is a Fairfax County company, Nationwide Credit Corporation (NCC). NCC collected \$23.8 million in delinquent personal property taxes and vehicle registration fees and \$2.8 million in delinquent BPOL revenue in FY 2024 on behalf of DTA.

These results were achieved through a robust collection program that included 1,291,853 telephone calls using automated outbound dialing technology. In addition, NCC sent 88,324 dunning letters and issued 28,379 bank and wage liens.

In addition to delinquent taxes, parking ticket collections are also outsourced. United Public Safety, a division of T2 Company, handles the front-end ticket processing and current collections for DTA. NCC pursues the collection of delinquent parking tickets. Ticket collections totaled approximately \$1.8 million in FY 2024.

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The private law firm Taxing Authority and Consulting Services (TACS), based in Henrico Virginia, handles the County's collection of delinquent real estate accounts. With coordination and oversight from DTA, TACS collected approximately \$11.6 million in delinquent real estate taxes for Fairfax County in FY 2024. Of this amount, \$566,227 came as a result of litigation being initiated and/or from the non-judicial sale of properties at auction. TACS also collected \$118,867 in zoning violation fees.

Although the Office of the County Attorney is now only rarely involved in collection actions that have been likewise outsourced to TACS, the Office of the County Attorney continues to handle all collection matters before the bankruptcy courts. A total of 105 new bankruptcy collection cases were opened in FY 2024, and \$2.2 million was collected from all bankruptcy matters.

Thanks to these combined efforts, the County collected more than \$58 million in net delinquent taxes in FY 2024 for all prior tax years. Strong collection efforts are also reflected in the current year tax collection rates:

	<u>FY 2024</u>
Real Estate	99.60 %
Personal Property (local share)	96.80 %
BPOL	98.08 %

Under the non-tax delinquent collection program, DTA works 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 90 days, delinquent accounts are referred to NCC. Working together, DTA and its agents collected approximately \$541,978 in FY 2024.

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 B) and a list of small uncollected balances of previously billed taxes (Attachment C), credit shall be given for these uncollected taxes. The lists presented in Attachments B and C average \$2.00 per account:

	<u>Accounts</u>	<u>Dollars</u>
Real Estate	3,572	\$ 1,450
Personal Property	<u>17,489</u>	<u>\$43,668</u>
Total	21,061	\$42,219

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FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

Attachment A - Delinquent Taxpayers for Tax Year 2023 (FY 2024)

Attachment B - Tax Year 2023 accounts valued less than \$5 that were not billed

Attachment C - Tax Year 2023 "balance due" accounts of less than five dollars

(Attachments A, B, and C listed above are computer printouts which will be made available in the Board Conference Room on September 10, 2024, from 9:00 A.M. - 4:30 P.M.)

STAFF:

Christina Jackson, Deputy County Executive/Chief Financial Officer

Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)

Gregory A. Bruch, Director, Revenue Collection Division, DTA

Kimberly Sebulna, Assistant Director, Revenue Collection Division, DTA

ASSIGNED COUNSEL:

Daniel Robinson, Senior Assistant County Attorney

ACTION – 2

Authorization of the Amended and Restated Interim Real Estate Exchange Agreement
Between the Fairfax County Board of Supervisors and Inova Health Care Services
Regarding the Joint Redevelopment at Reston Town Center North (Hunter Mill District)

ISSUE:

Board of Supervisors (Board) authorization of the proposed Amended and Restated Interim Real Estate Exchange Agreement (New Agreement) with Inova Health Care Services (Inova) for the purposes of enabling the Board and Inova to pursue certain land use approvals for the Reston Town Center North area and facilitating negotiations toward a later comprehensive agreement with Inova.

RECOMMENDATION:

The County Executive recommends the Board approval of the New Agreement, substantially in the form of Attachment 1, and the Board authorization for the Fairfax County (County) Executive to sign the New Agreement.

TIMING:

Board action is requested on September 10, 2024.

BACKGROUND:

The Board and Inova own irregularly shaped parcels that make up the Reston Town Center North (RTCN) redevelopment area of approximately 48 acres, generally comprised of Tax Map No. 17-1 ((1)), parcels 3F, 12, 13, 14A, 14B, 14C, 14D, 14E, and 14F, as well as Tax Map No. 17-1 ((17)), parcel 5A, as shown on Exhibit A of Attachment 1. The existing County facilities located within the RTCN area include the Reston Regional Library, the Embry Rucker Shelter, the North County Human Services Building, a police station, and the North County Government Center.

The Board and Inova seek to re-subdivide or otherwise adjust the existing parcels into a grid of streets and developable blocks to promote the redevelopment of the overall site, as generally shown on Exhibit B of Attachment 1. To this end, the County staff and Inova have been coordinating on a joint redevelopment of this area since 2012, and the Board and Inova have previously signed an Interim Real Estate Exchange Agreement (Original Agreement) on October 8, 2015. The Original Agreement established a process, including a budget and schedule, by which Inova and the Board would seek certain land use approvals for the redevelopment of the RTCN site.

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In 2017, pursuant to the Original Agreement, County staff and Inova submitted PCA 74-2-113-5, PCA 86-C-121-07, and RZ 2017-HM-020 (Original Submission). The Original Submission was a “lot and block” plan that would have established the general boundaries of the new blocks and streets, the maximum possible building footprints on each block, details regarding the streetscape, and utility layouts. The Original Submission did not, however, provide for specific building footprints or designs; rather, each individual block would need further land use approvals with these kinds of specifics before vertical development could proceed on the block.

Due to a number of development challenges, the Original Submission has been on indefinite deferral status since 2018. Since that time, the Board has amended the Comprehensive Plan for Reston (including the RTCN area), and subsequently a Community Task Force was convened regarding the potential public uses that could be located on the redeveloped the County’s RTCN blocks.

To reactivate and revise the Original Submission to better align with the current Comprehensive Plan, the Original Agreement needs to be updated, particularly regarding the budget and schedule for a revised Original Submission (Revised Submission). The Revised Submission would, like the Original Submission, be a “lot and block” plan, and each individual block would need further land use approvals before vertical development could proceed on such block.

The New Agreement would thus amend and restate the Original Agreement in its entirety. The New Agreement would commit the Board to an additional \$1,015,677 toward the costs of the Revised Submission. Further, the New Agreement envisions that the County and Inova would both obtain the Board’s approval of the Revised Submission and reach agreement on the related necessary transactional documents by December 31, 2025, though the parties could extend that date administratively if desired.

Other noteworthy terms of the New Agreement that are carried over from the Original Agreement include:

1. Exhibit D of the New Agreement lists the costs of obtaining the Revised Submission. These costs are generally to be split between the County and Inova, with the County’s share being 55.11%, based roughly on the percentage of land area that each party is contributing to the ultimate project. However, the County’s new costs (i.e., above the Original Agreement) would be capped at \$1,015,677.
2. The New Agreement also provides for an additional contingency of \$75,000 over and above the aforementioned County cap. The County may elect to use or not to use these funds in its sole discretion.

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3. The County and Inova would pursue negotiations of a full development agreement concurrently with the joint land use effort. The full agreement would provide for, among other things, the swapping of land, the construction of certain joint infrastructure, the allocation of proffers, and the establishment of easements as needed for the project. These agreements would come back to the Board for separate approval.
4. If the County and Inova are unable to obtain Board approval for the Revised Submission and/or a full agreement due to a good faith disagreement, then the deal unwinds with no further obligation except that the County would reimburse Inova for the County share of any budgeted expense actually then incurred but not yet paid.
5. If either the County or Inova reaches its cost cap for budget costs of pursuing the land use approvals, then it may elect to terminate the agreement at that point, unless the other party wishes to continue the agreement at its sole expense. In such event, the agreement would remain subject to termination due to a good faith disagreement as well as for convenience (as described next).
6. Either party may terminate the New Agreement at any point purely for its own convenience. In this event, however, the terminating party is required to pay the other party's actual, direct out-of-pocket costs. The New Agreement expressly provides that neither a termination for good faith disagreement or budget reasons nor the failure of the Board to approve a form of full agreement presented for the Board's approval will constitute a termination for convenience.

If the Board elects not to proceed with the New Agreement (or some other alternative arrangement with Inova), then any County redevelopment of the Reston Regional Library, the Embury Rucker Shelter, and/or the North County Human Services Building would have to occur on the County's existing RTCN parcels or other later-acquired property.

EQUITY IMPACT:

Funding for the expansion of the public facilities including of shelters, libraries, and the human services center promotes focus area 10 of the One Fairfax Policy associated with a health and human services system where opportunities exist for all individuals and families for the provision of accessible, high quality, affordable and culturally appropriate services.

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FISCAL IMPACT:

To date, \$1,600,000 has previously been appropriated to the project to support the preliminary planning required for the joint zoning application and development agreement with Inova. Additional funding in the amount of \$1,000,000 was approved as part of the FY 2024 Third Quarter review to support the County's portion of the New Agreement budget, increasing the approved Total Project Estimate (TPE) to \$2,600,000.

The New Agreement would obligate the County for up to \$1,015,677 in new obligations, in addition to the \$469,833 in obligations already spent as part of the Original Agreement.

This project and the associated County facilities are referenced in the FY 2025 – FY 2029 Adopted Capital Improvement Program (With Future Fiscal Years to FY 2034).

ENCLOSED DOCUMENTS:

Attachment 1: Amended and Restated Interim Real Estate Exchange Agreement.

STAFF:

Christopher Leonard, Deputy County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Thomas Fleetwood, Director, Housing and Community Development
Thomas Barnett, Deputy Director, Housing and Community Development
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Carey Needham, Deputy Director, Capital Facilities, DPWES
Tiya Raju, Director, Capital Facilities, Building Design and Construction Division (BCBD), DPWES
Joan Beacham, Branch Chief, Capital Facilities, BCBD, Public Private Partnerships, DPWES

ASSIGNED COUNSEL:

Ryan Wolf, Senior Assistant County Attorney

Amended and Restated Interim Real Estate Exchange Agreement

THIS AMENDED AND RESTATED INTERIM REAL ESTATE EXCHANGE AGREEMENT (this “**IREEA 2.0**”), is entered into to be effective as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between INOVA HEALTH CARE SERVICES, a Virginia non-stock corporation, f/k/a Inova Health System Services, f/k/a Inova Services, Inc. (“**Inova**”) and the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia in its proprietary capacity and not in its governmental or regulatory capacity (“**County**”).

Recitals

R-1 Inova owns certain real property in Reston, Fairfax County, Virginia identified as Fairfax County Tax Parcels 17-1 ((1)) 14A, 14E and 14F (collectively, the “**Inova Land**”).

R-2 The County owns certain real property in Reston, Fairfax County, Virginia identified as Fairfax County Tax Parcels 17-1 ((1)) 3F, 14B, 14C, 14D, 12 and 13 and Tax Map 17-1 ((17)) 5A (collectively, the “**County Land**”).

R-3 Reserved.

R-4 Exhibit A attached hereto and made a part hereof depicts the Inova Land and the County Land as currently configured.

R-5 On September 12, 2023, the Board of Supervisors of Fairfax County, acting in its governmental capacity, adopted an amendment to the Fairfax County Comprehensive Plan which, among other things, sets forth recommendations for the coordinated redevelopment of the County Land and the Inova Land.

R-6 Among its recommendations, the Comprehensive Plan includes a concept plan for the County Land and the Inova Land, a copy of which is attached hereto and made a part hereof as Exhibit B (the “**Concept Plan**”). Among other things, the Concept Plan depicts a grid of streets, a central green, and the blocks for future development (the “**Blocks**”) that result therefrom.

R-7 Among other things, the implementation of the Concept Plan will require (i) approval by the Board of Supervisors of Fairfax County, acting in its governmental capacity, of certain zoning applications for the Inova Land and the County Land (as more particularly described in this IREEA 2.0, the “**Phase I Zoning**”), and (ii) a real estate exchange agreement between the parties hereto (the “**REEA**”) that, among other things, (A) allows for the creation of the Blocks, and (B) provides for the allocation of ownership of the Blocks, together with an allocation of other rights and obligations associated therewith.

R-8 Inova and the County are parties to that certain Interim Real Estate Exchange Agreement dated as of October 8, 2015, as the same has since been amended ten times (as amended, “**IREEA 1.0**”), which anticipated redevelopment of the County Land and the Inova Land pursuant to the earlier recommendations of the Comprehensive Plan. Inova and the County now desire to amend and restate IREEA 1.0 in its entirety. Subject to the terms and conditions of this IREEA 2.0 (including, without limitation, the requirement that the parties mutually agree to enter into the REEA) the County and Inova

have agreed to exchange land resulting in the allocation of ownership of the Blocks as shown on Exhibit C attached hereto and made a part hereof.

R-9 Recognizing that the approval of the Phase I Zoning will be a condition precedent to entering into the REEA, the parties have agreed to enter into this IREEA 2.0 to, among other things, set forth the process and cost sharing for obtaining approval of the Phase I Zoning and to outline the anticipated components of the REEA.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound to hereby agree as follows.

1. Recitals. The Recitals herein above contained are hereby incorporated herein by reference as if more fully set forth herein.
2. Party Representatives.
 - a. DPWES Representative. Notwithstanding the Notices provision of Section 8.b. herein, the County hereby designates Tiya Raju (tiya.raju@fairfaxcounty.gov) (the “**DPWES Representative**”) as the representative of the County to act on the County’s behalf with respect to those matters expressly referencing this section. Communications so required to be given to the DPWES Representative may be made by electronic mail, with copies via electronic mail to Ryan Wolf (ryan.wolf@fairfaxcounty.gov), Joan Beacham (joan.beacham@fairfaxcounty.gov), Eric Inman (eric.inman@fairfaxcounty.gov), and Kim Callahan (kimberly.callahan@fairfaxcounty.gov) (or such substitute cc’s as the DPWES Representative may designate in writing from time to time) and shall be deemed given when transmitted to the electronic mail addresses specified herein and confirmation of completed receipt is provided by electronic mail response (manual, not automated) from the DPWES Representative (or any of the cc’s listed above) to the sender.
 - b. Inova Representative. Notwithstanding the Notices provision of Section 8.b. herein, Inova hereby designates David Sittler of Sittler Development Associates LLC (dsittler@sittlerassociates.com) (the “**Inova Representative**”) as the representative of Inova to act on Inova’s behalf with respect to those matters expressly referencing this section. Communications so required to be given to the Inova Representative may be made by electronic mail, with copies via electronic mail to Tom McDuffie of Inova Health System (tom.mcduffie@inova.org) and Tim Sampson of Downs Rachlin Martin PLLC (tsampson@drm.com) (or such substitute cc’s as the Inova Representative may designate in writing from time to time) and shall be deemed given when transmitted to the electronic mail addresses specified herein and confirmation of completed receipt is provided by electronic mail response (manual, not automated) from the Inova Representative (or any of the cc’s listed above) to the sender.

3. Phase I Zoning.

- a. Components. In 2017, pursuant to IREEA 1.0, the County and Inova submitted the following applications in furtherance of the Phase I Zoning:

- a Partial Proffered Condition Amendment (Partial PCA 74-2-113-5) to remove the County Land and the Inova Land from RZ 74-2-113;
- a Partial Proffered Condition Amendment (Partial PCA 86-C-121-07) to remove Parcel 5A from the “Town Center” zoning RZ 86-C-121; and
- a Rezoning Application (RZ 2017-HM-020) to rezone the entirety of the County Land and the Inova Land from the PRC and R-1 (with respect to Parcel 13) Districts to the PRC District.

Such applications have been pending, on indefinite deferral status, since 2018. After having coordinated with representatives of the Fairfax County Department of Planning & Development, Zoning Evaluation Division (“ZED”), the County and Inova intend to submit revisions to the Phase I Zoning applications enumerated above to reflect the recommendations of the 2023 amendment to the Comprehensive Plan. In addition, the County and Inova intend to submit one or more Planned Residential Community Plans (“PRC Plan(s)”) covering all of the County Land and the Inova Land except for the interior of the Blocks from the back of the streetscape. Specifically, the County and Inova intend that the PRC Plan(s) will cover: (a) the grid of streets, (b) the central green, (c) Edgewater Park improvements, and (d) interim and final streetscape, but that the PRC Plan(s) will not cover areas interior to the development Blocks from the back of the streetscape. The County and Inova acknowledge that the proffers associated with the Phase I Zoning will require that later PRC Plans (or PRC Plan amendments) be filed and approved by the Board of Supervisors (acting in its governmental capacity) to allow for development interior to the Blocks from the back of the streetscape. The County and Inova acknowledge that the scope of the Phase I Zoning applications is specified in greater detail in the zoning determination letter dated June 13, 2024, addressing the Phase I Zoning. The County and Inova further acknowledge the following with respect to the Phase I Zoning:

- the Phase I Zoning will establish certain development rights and obligations for the subject land, but the Phase I Zoning will not establish building footprints or final uses for the Blocks;
- development within the Blocks will require zoning approvals subsequent to the approval of the Phase I Zoning, including subsequent proffered condition amendment, development plan amendment, and PRC Plan applications; and
- the scope and extent of the applications that may be required to accomplish the Phase I Zoning may include additional matters or modifications to those outlined above, and the parties agree to cooperate with each other to implement the same in a manner consistent with the framework of this IREEA 2.0.

- b. Role of Parties.

- i. Co-Applicants. The County and Inova shall be co-applicants of the Phase I Zoning. Representatives of each of Inova and the County shall be identified as points of contact on the Phase I Zoning resubmission so that all notices and other communications with respect to the Phase I Zoning shall be given to both parties by

all Fairfax County regulatory departments and/or other agencies charged with review of the Phase I Zoning. The parties agree to diligently pursue approval of the Phase I Zoning pursuant to the terms of this IREEA 2.0.

- ii. Inova Role. Inova shall be responsible for coordinating the compiling, submission and resubmission of the components of the Phase I Zoning, including (without limitation) the Central Green and all required forms, affidavits, plans, exhibits, narratives, proffers and responses to comments and requests for information. Prior to making any submission (or resubmission) of any Phase I Zoning materials, Inova shall first obtain the written approval of such materials by the County as further specified in Section 3.d. herein.
 - iii. County Role. The County shall be responsible for coordinating the public outreach component of the Phase I Zoning, including (without limitation) coordinating community and other public meetings and leading the presentation of the Phase I Zoning in such forums. County shall coordinate with Inova with respect to such matters as further specified in Section 3.d.iv. herein, and representative(s) of Inova shall attend all such meetings.
- c. Common Consultants; Budget.
- i. County and Inova agree that the Phase I Zoning will require certain work for the benefit of both parties conducted by certain common consultants (the “Common Consultants”). Exhibit D attached hereto and incorporated herein sets forth (1) the names (where known) of the Common Consultants, (2) a line item description of the scope of work to be undertaken by the Common Consultants; and (3) the agreed upon budget for the work of the Common Consultants, including a basic contingency (the “Basic Contingency”) that shall be utilized, as necessary, and as further specified in Section 3.c.ii. herein, to pay for Common Consultant costs that exceed the budget estimates.
 - ii. The parties’ representatives shall meet telephonically or in person every thirty (30) days (if not more frequently) to review the status of the Phase I Zoning and the Common Consultant invoicing related thereto. Prior to such meetings the Inova Representative shall provide the DPWES Representative an accounting of Common Consultant invoicing, including, if necessary, any (i) reallocations of estimated costs among Common Consultant line items, or (ii) use of the Basic Contingency to fund Common Consultant costs. Notwithstanding anything to the contrary contained in this IREEA 2.0, prior to authorizing any Common Consultant work which would require (i) the reallocation of estimated costs among Common Consultant line items in excess of a total of \$50,000.00, or (ii) use of the Basic Contingency to fund Common Consultant costs in excess of a total of \$50,000.00, Inova shall first obtain the written approval of the DPWES Representative, such approval not to be unreasonably withheld, conditioned or delayed, and such approval to be given or denied within ten (10) days of the DPWES Representative’s receipt of written notice from Inova. Any reallocations among Common Consultant line items or use of the Basic Contingency up to the amounts described in the preceding sentence shall be considered within the mutually agreed upon scope of Common Consultant work and shall be reimbursed as provided in Section 3.e. herein. The parties may mutually

agree to update Exhibit D from time to time during the processing of the Phase I Zoning so as to reallocate estimated costs among Common Consultant line items.

- iii. Reserved.
- iv. Exhibit D sets forth a line item description of the scope of work (and the agreed upon budget therefor) for the benefit of both parties to be provided by the Common Consultants (the “**Common Consultant Work**”). In accordance with and subject to the terms of Section 3.e. herein, the County agrees to reimburse Inova the County’s Pro Rata Share (as defined in Section 3.e.ii. herein) of the Common Consultant Work. As indicated on Exhibit D, some of the Common Consultant Work is also identified in IREEA 1.0 as “Common Consultant Post-IREEA Work” (as such term is defined in IREEA 1.0). The parties acknowledge that this dual-listing of certain Common Consultant Work results from the fact that such Common Consultant Work was ongoing prior to the Effective Date of this IREEA 2.0 pursuant to IREEA 1.0, and the parties did not intend for there to be a break in such work simply to effectuate the amendment and restatement of IREEA 1.0. In any event, the Common Consultant Work will be paid for by Inova and reimbursed by the County only once, either pursuant to IREEA 1.0 or this IREEA 2.0, and the parties agree to reconcile Exhibit D as necessary to adjust for any Common Consultant Work shown on Exhibit D in line items that expressly reference IREEA 1.0 and that has been performed under IREEA 1.0.
- v. By contrast to the work of the Common Consultants that is reimbursable under the terms of this IREEA 2.0, any consultant work contracted for by either party with any third party (even if such third party is also a Common Consultant) with respect to design efforts within a particular Block (exclusive of the streetscape), or otherwise at the direction of either party without the consent of the other, shall be considered work attributable solely to that party and shall not be considered the work of a Common Consultant that is reimbursable hereunder. Further, the parties acknowledge that they each respectively have paid for additional work (either shown on Exhibit D as non-common work, or not shown on Exhibit D at all) in preparation for the filing of the Phase I Zoning, but that such work shall not be reimbursable.

d. Submission and Process.

- i. Reserved.
- ii. Common Consultant Contracting.
 - 1. Attached hereto as Exhibit F are standard terms and conditions, the substance of which will be included as part of all Common Consultant Contracts (as defined in Section 3.d.ii.2 herein) entered into after the Effective Date (subject to modifications made to such terms and conditions as may be mutually agreed upon by the DPWES Representative and the Inova Representative). All costs resulting from the inclusion of the Exhibit F, Schedule A insurance requirements within the Common Consultant Contracts shall be borne entirely by the County and paid for out of the County Reserve Contingency, provided any such costs shall be demonstrated by reasonably sufficient evidence, including a certification from the Common Consultant as to exactly which changes to its insurance it had to

obtain. Within twenty (20) days from and after the Effective Date of this IREEA 2.0, Inova shall procure, and provide to the DPWES Representative pursuant to Section 2 herein, written proposals from the Common Consultants for the Common Consultant Work. Within ten (10) days thereafter, the DPWES Representative shall, by written notice to the Inova Representative pursuant to Section 2 herein, either approve (in whole or in part) or disapprove each of the Common Consultant proposals, and in the event the DPWES Representative does not respond within such time period, approval of the DPWES Representative shall be deemed given. In the event the DPWES Representative disapproves (in whole or in part) any such Common Consultant proposal, the parties shall use diligent, good faith reasonable efforts to coordinate a revision to such proposal that is mutually acceptable to both parties.

2. Within ten (10) days from and after the approval (or deemed approval) of the Common Consultant proposals, Inova shall countersign the proposals (the “**Common Consultant Contracts**”).

iii. Submission.

1. Schedule Update. Attached hereto as Exhibit E is a Schedule Update which reflects the parties’ current estimation of the milestones associated with the compilation, resubmission, processing and approval of the Phase I Zoning and mutually agreeable REEA documents. The parties acknowledge and agree that this Schedule Update is a guideline toward which they will utilize diligent, good faith reasonable efforts to accomplish the Phase I Zoning and mutually agreeable REEA documents, with the understanding that the missing of any date in the Schedule Update shall not be deemed a default under this IREEA 2.0.
2. Coordination of Initial Re-Submission. Inova shall utilize diligent, good faith reasonable efforts in administering the Common Consultant Contracts, and otherwise, in order to provide an initial draft of all resubmission materials for the Phase I Zoning to the County by the date as shown on the Schedule Update. Thereafter, the County shall have fifteen (15) business days to respond in writing to Inova either approving, or providing detailed comments on, the resubmission materials. If the County’s comments are narrative only and are readily legible by electronic transmission, then the County’s response may be provided to the Inova Representative pursuant to Section 2 herein. Following its receipt of the County response, Inova shall, if necessary depending on the response, either (i) revise the resubmission materials to incorporate the comments of the County and provide the County an updated draft resubmission package within ten (10) business days of Inova’s receipt of the County response (in which case the process of County review and comment shall be carried out as set forth above, except that the County’s scope of review shall be limited to refining its prior comments and the County’s response time shall be reduced to ten (10) business days), or (ii) in the event Inova disagrees with the County comments, in whole or in part,

the parties shall use diligent, good faith reasonable efforts to resolve their differences. Once the Phase I Zoning resubmission materials have been approved as provided herein, Inova shall resubmit the Phase I Zoning application to ZED.

3. Proffers, Responses and Resubmissions. Inova shall utilize diligent, good faith reasonable efforts in administering the Common Consultant Contracts, and otherwise, in order to provide an initial revised draft of all proffers, responses to requests for information and resubmission materials related to the Phase I Zoning to the County sufficiently in advance of the date such materials are due to be submitted to ZED in order to provide for the County's review times as set forth herein. With respect to the initial revised draft of the proffers, the process for review and submission shall be as set forth in Section 3.d.iii.2. herein with respect to other initial resubmission materials. With respect to subsequent proffer submissions, responses to requests for information and resubmission materials, the County shall have fifteen (15) business days to respond in writing to Inova either approving, or providing detailed comments on, the materials. If the County's comments are narrative only and are readily legible by electronic transmission, then the County's response may be provided to the Inova Representative pursuant to Section 2 herein. Following its receipt of the County response Inova shall, if necessary depending on the response, either (i) revise the materials to incorporate the comments of the County and provide the County an updated draft of the materials within ten (10) business days of Inova's receipt of the County response (in which case the process of County review and comment shall be carried out as set forth above, except that the County's scope of review shall be limited to refining its prior comments and the County's response time shall be reduced to five (5) business days), or (ii) in the event Inova disagrees with the County comments, in whole or in part, the parties shall use diligent, good faith reasonable efforts to resolve their differences. Once the materials have been approved as provided herein, Inova shall submit them to ZED. Notwithstanding the time periods for review of Phase I Zoning materials as set forth herein, the parties acknowledge and agree that the time available for coordinating responses to the resubmission of Phase I Zoning materials (proffer redrafts, updated graphics, responses to requests for information) is likely to be compressed as the Phase I Zoning proceeds such that the time periods for review as set forth herein may not be available. In such event, the parties shall utilize diligent, good faith reasonable efforts to coordinate responses to submissions within the time limits prescribed by the Phase I Zoning process. Further, whenever the materials to be exchanged between the parties are solely narrative and/or are otherwise readily legible if transmitted electronically, then the parties agree that the communications may occur through their respective representatives pursuant to Section 2 herein.

4. Changes. The parties each reserve the right to modify the scope and extent of the Phase I Zoning upon reasonable prior notice to the other provided that doing so does not materially adversely affect the other party and provided further that all costs associated with any such change are borne entirely by the party directing the change, shall not be considered Common Consultant Work (even in the event the work associated therewith is conducted by a Common Consultant), and, in the event, such change is enacted by the County, shall not count toward the County Common Consultant Budget Limit (as defined in Section 3.e.iii. herein).
- iv. Processing. The DPWES Representative shall take the lead in coordinating all meetings with regulatory departments, public officials, design review board(s), community groups and others as may be required in the course of the review and processing of the Phase I Zoning. The DPWES Representative shall provide Inova a minimum of ten (10) business days' prior written notice of all such meetings (or, in the event that the meeting time is set less than ten (10) business days in advance, as much notice as practically possible), and representative(s) of Inova shall attend and participate in all such meetings. Notwithstanding the foregoing, Inova acknowledges the dual roles of Fairfax County, acting in its proprietary capacity with respect to this IREEA 2.0 and in its governmental capacity with respect to the Phase I Zoning, and that Inova shall have no right to attend internal County meetings held solely in the context of the County's proprietary role under this IREEA 2.0.
- e. Common Consultant Invoices/Cost Sharing.
 - i. Common Consultant invoices shall be submitted to Inova (and not to County), and Inova shall pay such invoices directly, subject to Inova's approval of the same (in whole or in part).
 - ii. Pro Rata Shares. The "County's Pro Rata Share" shall be fifty-five and eleven one-hundredths percent (55.11%). The "Inova Pro Rata Share" shall be forty-four and eighty-nine one-hundredths percent (44.89%). The parties acknowledge and agree that the Pro Rata Shares as determined in this Section 3.e.ii. are for the purposes of this IREEA 2.0 and are not necessarily those that would apply in the context of the REEA.
 - iii. County Common Consultant Budget Limit. The County's Pro Rata Share of the estimated costs set forth on Exhibit D, together with its Pro Rata Share of the Basic Contingency, shall be the "**County Common Consultant Budget Limit**". Except as otherwise provided in this IREEA 2.0, the County shall have no obligation to reimburse Inova any amount in excess of the County Common Consultant Budget Limit for Common Consultant costs. As shown on Exhibit D the County Common Consultant Budget Limit is \$1,015,677. In the event the County's Pro Rata Share of filing fees associated with the Phase I Zoning is waived by ZED then the County shall have no obligation to reimburse Inova for any portion of the Inova Pro Rata Share of filing fees (i.e., County shall not be obligated to reimburse Inova the County's Pro Rata Share of the reduced amount of filing fees).
 - iv. Inova Common Consultant Budget Limit. Inova's Pro Rata Share of the estimated costs set forth on Exhibit D, together with its Pro Rata Share of the Basic

Contingency, shall be the “**Inova Common Consultant Budget Limit**”. Except as otherwise provided in this IREEA 2.0, Inova shall have no obligation to spend any amount in excess of the Inova Common Consultant Budget Limit for Common Consultant costs. As shown on Exhibit D the Inova Common Consultant Budget Limit is \$827,323.

- v. Reserved.
- vi. County Reimbursement for Common Consultant Work. Inova shall submit to the DPWES Representative, pursuant to Section 2 herein, a written invoice (with appropriate back up documentation) for the actual cost of the Common Consultant Work incurred during the prior period. The DPWES Representative shall approve or disapprove (in whole or in part) such invoice in writing to the Inova Representative, pursuant to Section 2 herein, within ten (10) days from and after receipt of the same. Any invoice, or portion thereof, that is not disapproved by the DPWES Representative within such time period shall be deemed approved. The DPWES Representative shall provide Inova a detailed explanation of why any such invoice, or any portion thereof, is disapproved. With respect to all approved (or deemed approved) invoices, the County shall reimburse Inova the amount therefor times the County’s Pro Rata Share within thirty (30) days from and after the County’s approval (or deemed approval) of the invoice.
- vii. Should Inova seek payment from the County in excess of the County Common Consultant Budget Limit, the County, in its sole discretion, may elect to pay such additional expenses out of an additional contingency of \$75,000.00 (the “**County Reserve Contingency**”). For the avoidance of doubt, (i) the County Reserve Contingency is established to allow the County the option (in its sole discretion) to continue funding the Phase I Zoning beyond the County Common Consultant Budget Limit, and (ii) the County shall have no obligation under this IREEA 2.0 to pay any amount of the County Reserve Contingency for any purpose.
- viii. Interest. Interest on any unpaid sums shall begin to accrue immediately after payment is due at the rate of either (i) five percent (5%), or (ii) the prime rate of interest published by the Wall Street Journal as of the day of deficiency plus 2%, whichever is greater, per annum until paid.
- ix. If Inova disagrees with the County’s disapproval (in whole or in part) of any invoice, then the parties shall negotiate diligently and in good faith in an attempt to resolve the dispute. Any Common Consultant invoice amount which Inova and/or the County disputes (in whole or in part) that is later paid shall be reimbursed by the County to Inova as provided in this IREEA 2.0. Given Inova’s contractual obligations to the Common Consultants, time is of the essence with respect to the approval of invoices as provided herein.
- x. The parties acknowledge that certain “Common Consultant Post-IREEA Work” (as such term is defined in IREEA 1.0) was ongoing pursuant to IREEA 1.0 (as expressly noted in Exhibit D to this IREEA 2.0) until the Effective Date of this IREEA 2.0 and that the parties’ obligations for payment and reimbursement of such work shall occur as if such work were Common Consultant Work as defined in this IREEA 2.0.

- xi. This Section 3.e. shall survive the term or earlier termination of this IREEA 2.0 solely with respect to work performed prior to such termination.

4. Components of REEA.

- a. During the pendency of this IREEA 2.0, the parties shall negotiate diligently and in good faith toward an agreement on the final components and documentation required to effectuate a final REEA. Toward this end, the parties acknowledge and agree that it is their mutual intention, assuming the parties can reach agreement on the terms of a final REEA, to enter into a binding REEA approximately concurrent with the approval of the Phase I Zoning to effectuate, among other things, an exchange of real estate that would ultimately result in the blocks (and ownership designations) as shown on Exhibit C. For the avoidance of doubt, the parties may, but neither party shall have any obligation to, proceed with the Phase I Zoning prior to or in the absence of the presentation to the Board of Supervisors of a final REEA.
- b. The parties anticipate that the REEA may include (but not necessarily be limited to) the following components:
 - i. Deed and plat of subdivision and deeds of conveyance;
 - ii. Development Agreement to provide for (1) construction of, and cost sharing for, infrastructure, and (2) timelines for demolition of certain existing improvements;
 - iii. Reciprocal Easement Agreement to provide (1) easements for access, utilities and other common requirements, (2) a maintenance regime for common areas (including the central green), (3) allocation of all proffer obligations under the Phase I Zoning, (4) allocation of all development rights under the Phase I Zoning, (5) requirements for road and other easement dedications as may be required under the Phase I Zoning, and (6) agreements for future boundary line adjustments to establish the final ownership of the Blocks as contemplated herein; and
 - iv. Other easements or agreements as may be required for the continued use and operation of certain existing improvements.

The parties acknowledge that the foregoing list is not necessarily exhaustive and agree to negotiate diligently and in good faith with respect to the inclusion of other elements of the REEA as may be required to effectuate the terms of the real estate exchange contemplated in this IREEA 2.0.

5. Property Investigations.

- a. It is the parties' desire to conduct all investigations of the property which they will acquire through the REEA during the pendency of this IREEA 2.0, so that any known condition of such property to which a party would take exception may be addressed during the pendency of this IREEA 2.0. Notwithstanding the foregoing, it is expected that the REEA will provide the parties a continuing right of investigation up to the date of closing under the REEA to ensure that the condition of the property as determined during these property investigations remains consistent at the time of closing under the REEA.
- b. For purposes of this Section 5, Inova shall be the "Purchaser" and County shall be the "Seller" with respect to the land that Inova will acquire from the County through the REEA;

and County shall be the “Purchaser” and Inova shall be the “Seller” with respect to the land that County will acquire from Inova through the REEA. Between the Effective Date of this IREEA 2.0 and the Effective Date of the REEA, upon reasonable advance notice to and subject to reasonable coordination with Seller, Purchaser and its agents may have access to the respective land to be conveyed to Purchaser, accompanied by Seller’s designated representative, subject to the rights of occupants, in order to make such inspections and perform such tests as required by it. The parties further agree to reasonably cooperate in the exchange of non-proprietary investigations, plans, reports, studies, surveys and other documents related to the land and improvements subject to this IREEA 2.0. Purchaser has the Seller’s permission to communicate with and engage current and former engineers, consultants and contractors for the land and improvements that are the subject of this IREEA 2.0 at Purchaser’s expense. All investigations, studies and surveys conducted by Purchaser shall be at Purchaser’s sole cost and expense. Seller shall have the right to approve any investigations, studies and surveys that are invasive to or may cause damage to Seller’s land or improvements, such approval not to be unreasonably withheld, conditioned or delayed. Purchaser shall keep all such investigations, studies, surveys, and other information obtained pursuant to this Section 5 confidential, except as may be required by law and that Purchaser may share such investigations, studies, surveys, and other information with its officers, employees, agents, and third-party contractors. Purchaser shall repair and restore any damage to the Seller’s land or improvements caused by Purchaser’s activities. The provisions of this Section 5 shall survive closing under the REEA or termination of this IREEA 2.0. Purchaser shall or shall cause any of its consultants entering upon the Seller’s land or improvements to provide insurance and indemnity as per Schedule A of Exhibit F attached hereto, at a minimum. County, Inova, and each of their officers and employees, must also be named additional insureds on all policies. With respect to any Purchaser’s employees (as opposed to private consultants) entering upon the Seller’s land or improvements, the parties agree both the Seller and Purchaser are self-insured with a retention or have excess coverage for Commercial General Liability, Commercial Automobile Liability, Public Officials’ Liability (as applicable to the County only) and Workers’ Compensation coverage for statutory limits. This statement shall serve to certify both the accuracy of the foregoing information as well as the financial ability of, respectively, Seller and Purchaser to meet the obligation imposed by the retention levels related to all losses, claims, demands, actions, judgments, costs, expenses, and liabilities resulting in injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under this IREEA 2.0. Further, with respect to any Purchaser’s employees (as opposed to private consultants) entering upon the Seller’s land or improvements, in lieu of a certificate of insurance, the above stated information shall serve as an accurate reflection of the respective coverage in force and as evidence of insurance as of the date of this IREEA 2.0 and will remain in force for the entire life of this IREEA 2.0, and a party will advise the other should any material changes be made to such party’s program.

6. Termination.

- a. Outside Term of IREEA 2.0. Unless earlier terminated as provided in this IREEA 2.0, this IREEA 2.0 shall terminate and be of no further force or effect (except with respect to all provisions hereof which are expressly set forth to survive termination) upon the earlier to occur of (i) the Effective Date of the REEA, or (ii) December 31, 2025. Notwithstanding the foregoing, the parties may mutually agree in writing to extend the term of this IREEA 2.0, neither party being under any obligation to do so.
- b. Termination for Failure to Reconcile Good Faith Disagreement. If, despite the parties' diligent, good faith reasonable efforts to resolve their differences with respect to (i) the process for coming to agreement on matters related to the components of the Phase I Zoning as provided in Section 3.d. herein or (ii) negotiations with respect to the REEA, the parties are nevertheless unable to reach agreement, then the parties agree to implement Sections 7.a. and 7.b. of the Dispute Resolution provisions of this IREEA 2.0 in a further attempt to reconcile their disagreement. In the event such provisions do not result in agreement among the parties, then either party may terminate this IREEA 2.0 as provided in Section 7.d.
- c. Termination Because Budget Exceeded. In the event either (or both) party's Common Consultant budget limit, as set forth in Section 3.e.iii. and 3.e.iv. herein, is met, or in the event the County reasonably elects not to reallocate an Exhibit D line item or not to expend Basic Contingency funds beyond the \$50,000 limits for the same as set forth in Section 3.c.ii. herein, then such party(ies) shall have the right, in their sole and absolute discretion, to either (i) continue funding the Phase I Zoning effort with additional funds (subject, in the instance of the County, to the amount of the County Reserve Contingency, as it may be increased pursuant to subsequent authorization), or (ii) to terminate this IREEA 2.0 upon ten (10) days prior written notice to the other party. In the event one party elects to so terminate this IREEA 2.0, the other party shall have the right to elect (such election to be made in writing to the other party within ten (10) days of the electing party's receipt of the other party's notice of termination) to continue to fund the Phase I Zoning effort unilaterally, in which event (X) this IREEA 2.0 shall not terminate, except that the party having elected to terminate shall have no further monetary obligation to fund the Phase I Zoning, and (Y) the party having elected to terminate shall cooperate with the party having elected to continue in order to fulfill the intent of this IREEA 2.0 with respect to the Phase I Zoning. For the avoidance of doubt, the purpose of this Section 6.c. is to address circumstances where the Phase I Zoning would be abandoned for a lack of funding to complete it; this Section 6.c. shall not allow one party unilaterally to continue the Phase I Zoning effort under circumstances where the parties have been unable to reconcile a good faith disagreement as provided in Section 6.b. or in the event of a termination for convenience as set forth in Section 6.d. herein.
- d. Termination for Convenience. Either party may unilaterally terminate this IREEA 2.0 for any reason. If either party terminates this IREEA 2.0 pursuant to this subsection, then the terminating party shall reimburse the other party its actual, direct costs incurred in furtherance of the Phase I Zoning (including under IREEA 1.0), the REEA, IREEA 1.0, and this IREEA 2.0 within thirty (30) days of receipt of a substantiated invoice therefor (but in no event shall the non-terminating party be entitled to an award of lost profits or other consequential damages). The parties acknowledge and agree that none of the following shall

constitute a termination for convenience: (i) a Board of Supervisors' failure to approve the form of REEA presented for approval, (ii) a Board of Supervisors' failure to approve the Phase I Zoning in a form acceptable to the parties, as determined by one or more of the parties in its sole but reasonable judgment, or (iii) a termination pursuant to Section 6.a, 6.b, or 6.c hereunder. The parties acknowledge and agree that a party's determination to stop participating in the Phase I Zoning effort (including that party's failure to pay for the effort but subject to that party's rights as set forth in this IREEA 2.0), or to cease good faith negotiations of the REEA (subject to that party's rights as set forth in this IREEA 2.0) shall be considered a termination for convenience affording the non-terminating party its rights under this Section 6.d. (without limitation to other remedies as may be available at law or in equity).

7. Dispute Resolution.

- a. The parties agree to cooperate to achieve the objectives of this IREEA 2.0, and to use diligent, reasonable and good-faith efforts to resolve all disputes and disagreements that may arise hereunder. All disputes, claims and other matters in question between the parties arising out of or in relation to this IREEA 2.0 shall first attempt to be resolved at the field level through discussions between the Inova Representative and the DPWES Representative.
- b. If a dispute or disagreement cannot be resolved as such, senior representatives of Inova and the County, upon the request of either party, shall use diligent, good faith reasonable efforts to meet within ten (10) days from and after the date such request is made, to attempt to resolve such dispute or disagreement. The County's senior representative, for purposes of this Section 7.b. shall be Carey Needham (carey.needham@fairfaxcounty.gov) or, if Carey Needham is no longer a Deputy Director of the Department of Public Works and Environmental Services, any then-current Deputy Director of the Department of Public Works and Environmental Services, and the Inova senior representative shall be John Gaul (john.gaul@inova.org) or the then-current Chief Legal Officer and General Counsel for Inova; provided that each such party shall have the right to change its senior representative upon notice in accordance with the IREEA 2.0, so long as the senior representative is not an individual who has previously worked regularly on the deal. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If, despite diligent, good faith reasonable efforts, the party of whom such meeting is requested is unable or unwilling to meet within twenty (20) days from and after the date such request is made, then the requesting party shall have the right to cancel the request and proceed to seek judicial review as provided below and/or to terminate this IREEA 2.0 as provided in Section 6 herein.
- c. If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may, if both parties agree, submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. The costs of the mediator's fees, costs and expenses shall be shared equally between the parties.

- d. If the parties cannot agree internally and do not agree to mediation or if the mediation does not result in a full agreement between the parties, then, (i) subject to applicable law, judicial review shall be available for all other causes of action or suits for equitable relief, and (ii) for matters under Section 6.b of this IREEA 2.0, either party may terminate this IREEA 2.0 by written notice to the other, whereupon this IREEA 2.0 shall terminate (except with respect to all provisions hereof which are expressly set forth to survive termination). Venue for any suit or action filed by either party to this IREEA 2.0 will be the Circuit Court of Fairfax County, Virginia.
- e. Each party is responsible for and will pay all of its own expenses and attorneys' fees, including those in connection with the negotiation and execution of this IREEA 2.0 and with any dispute or litigation incurred by such party in connection with an action or proceeding against the other party arising out of or relating to the terms and conditions of this IREEA 2.0 or any default hereunder. Neither party will have any obligation to reimburse the other party for any such costs and expenses incurred in any action or proceeding against the other party arising out of or relating to the terms and conditions of this IREEA 2.0 or any default hereunder.

8. Miscellaneous.

- a. Successors and Assigns. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This IREEA 2.0 may not be assigned without the prior written consent of the parties to this IREEA 2.0.
- b. Notices. Except as this IREEA 2.0 expressly provides for notices to be delivered pursuant to Section 2, all notices and demands by either party to the other shall be given in writing and sent electronically and also sent by a nationally recognized overnight courier (and deemed delivered one business day after having been sent) or by United States certified mail, postage prepaid, return receipt requested (and deemed delivered two business days after having been sent), and addressed as follows:

To County:	Tiya Raju, Director Building Design & Construction Division Department of Public Works & Environmental Services 12000 Government Center Parkway, Suite 449 Fairfax, VA 22035 tiya.raju@fairfaxcounty.gov
with a copy to:	Office of the County Attorney, 12000 Government Center Parkway, Suite 549 Fairfax, VA 22035 Attn: County Attorney ryan.wolf@fairfaxcounty.gov
To Inova:	Inova Health Care Services Attn: John Gaul, Chief Legal Officer and General Counsel

8095 Innovation Park Drive
Fairfax, VA 22031
John.Gaul@Inova.org

with a copy to: Timothy S. Sampson
Downs Rachlin Martin PLLC
199 Main Street, PO Box 190
Burlington, VT 05402
tsampson@drm.com

Either party may change its notice recipient(s) by notice to the other parties in accordance with the terms of this IREEA 2.0.

- c. Confidentiality. Inova shall keep all reports, studies, correspondence, drafts thereof, and other documents and information prepared or received in connection with this IREEA 2.0 confidential, except that Inova may share such documents and information (i) with its officers, employees, agents, attorneys, third-party consultants and the Common Consultants to further the purposes of this IREEA 2.0, (ii) with regulatory government staff and others to further the Phase I Zoning approval effort, (iii) otherwise to implement Inova's requirements under this IREEA 2.0 or as Inova may be required by law, and (iv) in connection with the further development of the Inova blocks. For the avoidance of doubt, all reports, studies, correspondence, and other documents and information either received from or submitted to ZED or any other regulatory body pursuant to this IREEA 2.0 shall not be considered confidential and shall not be subject to the provisions of this Section 8.c.
- d. Further Assurances. Subject to their rights under this IREEA 2.0, the parties agree to execute, acknowledge and deliver and record all documents, instruments, and/or agreements as are necessary to effectuate the agreement contemplated herein upon the request of the other, their successors or assigns as the case may be.
- e. Counterparts. This IREEA 2.0 may be executed in one or more counterparts, each of which shall be deemed an original, but both of which such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this IREEA 2.0 or any counterpart hereof to produce or account for the other original counterpart. The exchange of a fully executed IREEA 2.0 (in counterparts or otherwise) by all parties by e-mail in portable document format or similar reprographic format, electronic signature software, or similar electronic transmission method will be legal and binding and will have the same full force and effect as if an original of this IREEA 2.0 had been delivered.
- f. Entire Agreement. This IREEA 2.0 and the Exhibits attached hereto and forming a part hereof set forth the entire agreement between the parties concerning the matters related hereto. No alteration, amendment, change or addition to this IREEA 2.0 shall be binding upon either party unless reduced to writing and signed by each party. This IREEA 2.0 amends and restates the IREEA 1.0 in its entirety except with respect to the parties' continuing obligations under IREEA 1.0 with respect to "Common Consultant Post-IREEA Work" (as such term is defined in IREEA 1.0) performed prior to the Effective Date.
- g. Headings. The section and paragraph headings appearing in this IREEA 2.0 are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

- h. Governing Law. This IREEA 2.0 shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- i. Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of the County's financial obligations under this IREEA 2.0 are subject to appropriations by the Board of Supervisors to satisfy payment of such obligations.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this IREEA 2.0 as of the Effective Date.

BOARD OF SUPERVISORS FOR COUNTY OF FAIRFAX, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

Date: _____

INOVA HEALTH CARE SERVICES, a Virginia non-stock corporation

By: _____

Its: _____

Date: _____

Exhibit A
Inova Land and County Land

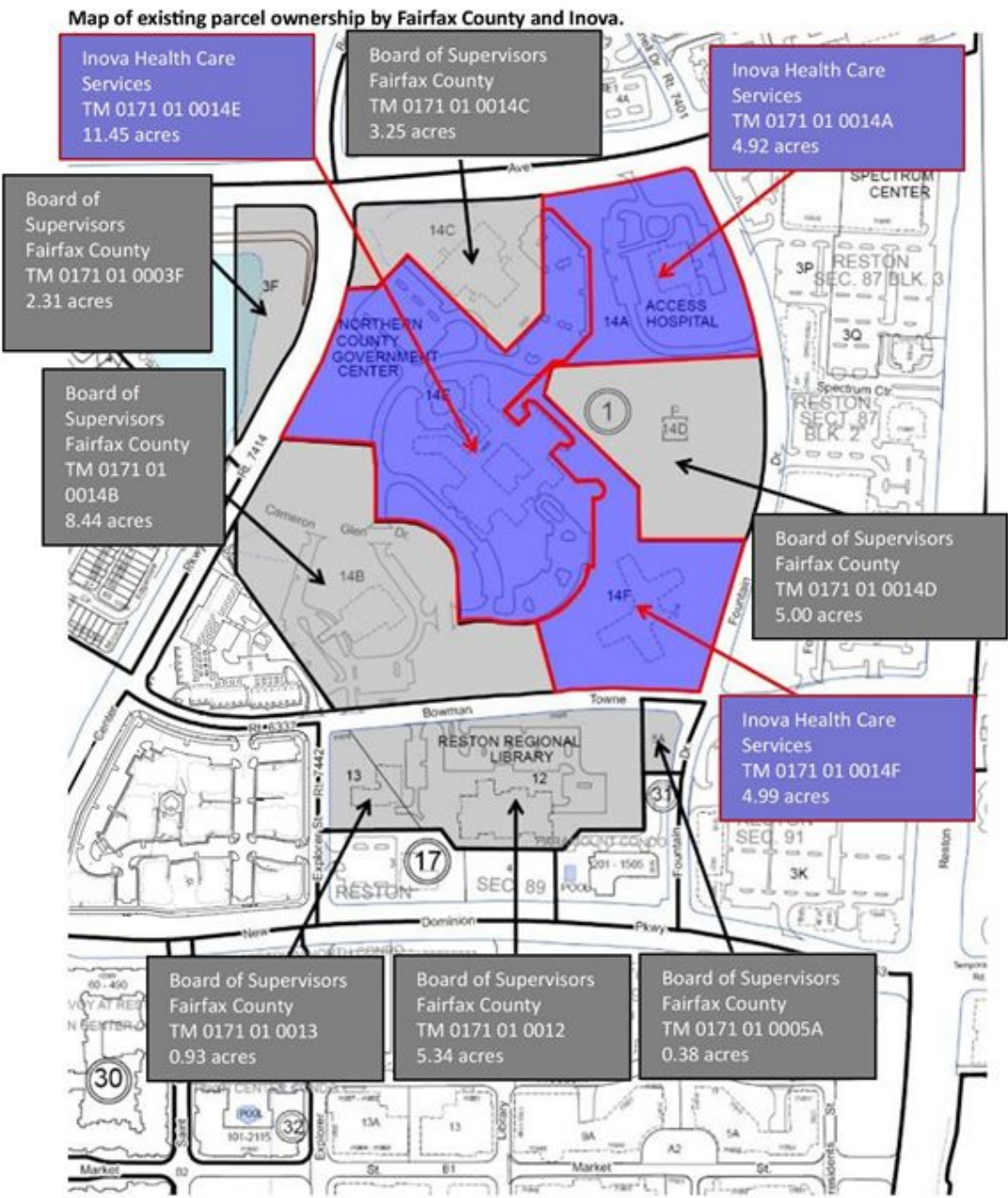


Exhibit B
Concept Plan



Exhibit C
Future Ownership of Blocks*



*For initial land allocation. Ultimate ownership/control of the Central Green to be determined.



Fairfax County



Inova

Exhibit D - Common Consultants, Scope, and Preliminary Budget

Page 1 of 1

	Common Consultant	Budget Amount	Comments
1.3 Consultants			
Civil Engineer - DP			
Preparation and processing of the revised R2/PCA/DP	Urban		
2024 Civil Support for Central Green Design		\$11,653	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D
Task 1 - Existing Conditions Update		\$3,200	Urban Contract 23-532.R2
Task 2 - Preliminary Land Planning		\$30,000	Urban Contract 23-532.R2 - HNTE
Task 3 - Streetscape Design & Coordination		\$9,200	Urban Contract 23-532.R2
Task 4 - Offsite Transportation Studies		\$9,000	Urban Contract 23-532.R2 - HNTE
Task 5 - Draft Development Plan		\$22,400	Urban Contract 23-532.R2
Task 6 - Stormwater revised regulation Analysis		\$45,000	Urban Contract 23-532.R2 - HNTE
Task 7 - DPA Plan Initial Submission		\$15,000	Urban Contract 23-532.R2
Task 8 - Meetings and coordination		\$25,000	Urban Contract 23-532.R2 - HNTE
Task 9 - DPA revisions (assumes 2 resubmissions and 1 clean-up)		\$45,000	Urban Contract 23-532.R2 - HNTE
Task 10 - Misc. Exhibits and Studies		\$14,000	Urban Contract 23-532.R2 - HNTE
Task 11 - Dry Utility Coordination		\$15,000	Urban Contract 23-532.R2 - HNTE
Additional Services/Wage escalation (25%)		\$18,000	Sittler Budget - 25% of tasks
Reimbursables Budget		\$5,000	Sittler Budget
Subtotal		\$307,653	
Civil Engineer - PRC Plan preparation and processing			
Task 12 - PRC Preliminary Planning	Urban	\$16,000	Urban Contract 23-532.R2 - HNTE
Task 13 - PRC Plan Roads & Central Green		\$13,000	Urban Contract 23-532.R2 (Assumes a single PRC Plan for Roads and Central Green)
Task 14 - PRC Stormwater Analysis		\$45,000	Urban Contract 23-532.R2 - HNTE
Task 15 - Revisions to PRC Plan		\$35,000	Urban Contract 23-532.R2 - HNTE
Task 16 - Tree Preservation Plan		\$9,500	Urban Contract 23-532.R2
Task 17 - Certified Arborist Meetings and Coordination		\$4,000	Urban Contract 23-532.R2 - HNTE
Additional Services (25%)		\$15,400	Sittler Budget - 25% of tasks
Reimbursables		\$5,000	Sittler Budget
Subtotal		\$183,100	
Civil Engineer - Subdivision/Transaction Exhibits			
Task 18 - PI Deferral Request and Processing Coordination	Urban	\$5,500	Urban Contract 23-532.R2
Task 19 - Simple Subdivision/Boundary Line Adjustment Plat		\$8,500	Urban Contract 23-532.R2 - HNTE
Task 20 - Land Transaction Owner Exhibits		\$15,000	Urban Contract 23-532.R2 - HNTE
Task 21 - Site Notices for Subdivision Plat		\$2,550	Urban Contract 23-532.R2
Task 22 - Misc. Survey		\$10,000	Urban Contract 23-532.R2 - HNTE
Task 23 - Sanitary Sewer Outfall Capacity Analysis		\$20,000	Urban Contract 23-532.R2 - HNTE
Additional Services/Wage escalation (25%)		\$15,400	Sittler Budget - 25% of tasks
Reimbursables		\$2,500	Sittler Budget
Subtotal		\$79,450	
Civil Engineer - Alternate Services			
Task 24 - Update Tree Location Survey	Urban	\$30,000	Urban Contract 23-532.R2 - HNTE
Task 25 - Update Detailed tree inventory, Blocks 1-8/Central Green		\$14,500	Urban Contract 23-532.R2 - HNTE
Additional Services/Wage escalation (25%)		\$13,600	Sittler Budget - 25% of tasks
Subtotal		\$68,100	
Landscape Architect - Revised DP/PRC - Streetscape & Central Green			
LandDesign Invoice 108275 dated 7/12/2021	LandDesign	\$1,017	Proposed New Contract
LandDesign Invoice 110262 dated 9/11/2021		\$519	Invoice paid by Inova under IREEA 1.0 but not yet billed to FFX County
LandDesign Phase 100 - 5/13/2024 Schedule Task #26 Pre-Concept Design		\$12,000	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D
LandDesign Phase 071A - 5/13/2024 Schedule Task #27 Survey Development		\$11,000	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D
LandDesign Phase 071B - 5/13/2024 Schedule Task #28 Community Presentation		\$2,000	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D
Land Design Phase 071C 5/13/2024 Schedule Tasks #29-30 Survey Active/Compilation		\$5,000	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D
LandDesign 110 - 5/13/2024 Schedule Task #31 Concept Development		\$30,500	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D
LandDesign Phase 110 - County Stakeholder Work Session 5/13/2024 Schedule Task 32		\$16,000	LandDesign Proposal 6/10/2024
LandDesign Phase 111 - Concept refinement, 5/13/2024 Schedule Task 33		\$15,000	LandDesign Proposal 6/10/2024
Phase 120 - Schematic Design - Central Green/Parks		\$32,000	LandDesign Proposal 6/10/2024
Phase 020 - Development Plan/PRC Plan First Submission		\$31,250	LandDesign Proposal 6/10/2024, Hourly not to Exceed
Phase 021 - Development Plan/PRC Plan 2nd Submission		\$26,000	LandDesign Proposal 6/10/2024, Hourly not to Exceed
Phase 022 - Development Plan/PRC Plan 3rd Submission		\$24,500	LandDesign Proposal 6/10/2024, Hourly not to Exceed
Phase 023 - Development Plan Final revision		\$16,000	LandDesign Proposal 6/10/2024, Hourly not to Exceed
Phase 070 - Meetings, Presentations & Community outreach		\$23,500	LandDesign Proposal 6/10/2024, Hourly not to Exceed
Presentations and Community Outreach Additional Time Land Design Phases 072 & 073		\$40,000	Sittler Budget - Historically, meeting costs for a Reston application are greater than what the consultant estimates. Matches LandDesign Estimate
Interim Use Plans		\$16,000	Sittler Budget = 2 x LandDesign HNTE budget
Additional Services/Wage escalation (25%)		\$75,200	Sittler Budget - 25% of all phases
Expenses (5%)		\$18,800	Assumes 5%
Misc. Graphics, Color Plots and presentations		\$20,000	Sittler Budget
Total Landscape Architect		\$416,306	
Architect - Central Green Structures	N/A	\$0	Sittler Budget
Landscape Architect - Land Bays	N/A	\$0	Not Required
Traffic Consultant - Zoning TIS Amendment			
2024 Consulting time prior to Trip Counts	Wells	\$2,662	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D and billed under Wells Invoice 9230-1
May 2024 Trip Counts	Wells	\$15,045	Costs included in revision 11 R1 to IREEA 1.0 Exhibit D and billed under Wells Invoice 9230-2
Total Wells Costs		\$17,707	
Plan and Program Coordination	Galloway	included in 870	Galloway T&M proposal dated 6/05/2023
Chapter 870 Determination	Galloway	included in 870	Galloway T&M proposal dated 6/05/2023
Scope of Work	Galloway	included in 870	Galloway T&M proposal dated 6/05/2023
Data Collection Analysis	Galloway	included in 870	Traffic Counts provided by Wells
Analysis and Submission of VDOT Chapter 870 TIA revision	Galloway	\$77,000	Galloway T&M proposal dated 6/05/2023
Access Management and other VDOT waivers	Budget	\$15,000	Budget based 75 hours at \$200 per hour
Phasing Assessment	Budget	\$15,000	Budget based 75 hours at \$200 per hour
Meetings Budget	Budget	\$10,000	Budget based on 50 hours at \$200 per hour
Total Traffic Consultant		\$111,000	
Other Budget Items - Major Revision	Budget	\$35,500	Sittler Budget - Assumes one major revision at 50% of Step 2
Other Budget Items - Additional Meetings	Budget	\$30,000	Sittler Budget - Historically, meeting costs for a Reston application are significantly higher than the consultant's estimate. The budget assume the meetings budget, above, times 3
Other Budget Items - Additional Phasing Assessments	Budget	\$7,500	Sittler Budget - Assumes additional phasing work at 50% of the original Phasing Assessment budget cost
Other Budget Items - Additional Services/unit Price escalation (15%)	Budget	\$27,600	Assumes 15% for additional Services and wage escalation
Total - Other Budget Items - Traffic		\$100,600	
Signage/Wayfinding Consultant	TBD	\$0	Assumed not required
Lighting Consultant, Geotechnical, Noise Consultant & FAA consultant	TBD	\$0	Assume a lighting consultant is not required
Wetlands Consultant	WSSI	\$10,000	Site Investigation Budget
Dry Utility Consultant	Davis Utility		
Investigation/Concept/Meetings		\$42,750	Hourly at \$180 per hour based on Davis Utility Proposal dated 1/15/2024
Conceptual layout revision based on new plan		\$48,150	Hourly at \$180 per hour based on Davis Utility Proposal dated 1/15/2024
Services during REEA		\$5,400	Hourly at \$180 per hour based on Davis Utility Proposal dated 1/15/2024
Total Dry Utilities		\$96,300	
Utility Demarcation and Surveying	TBD	\$0	Previously completed, No new work is anticipated
Legal - Contracts/Proposal review	Moore and Lee	\$25,000	Budget
Legal - Subdivision Deed preparation and processing to recordation	TBD	\$20,000	Budget
Other Undefined Consultants	TBD	\$30,000	Other undefined common consultants
1.2 Filing Fees			
VDOT - 870 TIA filing Fee	VDOT	\$1,200	Budget (assumes 20% increase)
Proffered Condition Amendment - PRC District	N/A	\$0	Assume Previously Paid
Re zoning - PRC District	N/A	\$0	Assume Previously Paid
PRC Plan for Roads and Central Green	County	\$43,720	\$19,240 + (\$510/acre x 48 acres) Assumes PRC Plan for the roads and central green is over the entire 47+ acres (based on July 1, 2024 County fee schedule)
RA Design Review Board ("DRB")	N/A	\$1,350	\$500 for Conceptual Approval and \$850 for Final Approval
Subdivision Plat Submission and review Fees	County	\$2,800	Two submissions \$727 + \$356/lot = 10% technology fee - Assume 8 lots and escalated through 2025 (30%)
1.3 Misc. Other Reimbursables	Varies	\$2,500	Consultant reimbursables in the Consultant line items
1.4 Printing Costs	Varies	\$0	Included in the Consultant line items
1.5 Other			
Estimating & Budgeting	Downey Scott	\$25,148	Budget Downey & Scott proposal dated 1/04/2024
Estimating and Budgeting add'l services	Downey Scott	\$5,030	Assumes additional breakdowns (20% of original proposal amount)
Legal - Subdivision Deed preparation	WCLW	\$15,000	Budget
Subtotal Budget		\$1,601,963	
Basic Contingency		15%	\$240,300
Total Budget			\$1,842,263
Total Budget (rounded)			\$1,843,000
Allocations - Total A&R IREEA			\$
Inova Common Consultant Budget Limit	44.89%		\$827,323
County Common Consultant Budget Limit	55.11%		\$1,015,677
	Check		TRUE

Reston Town Center North EXHIBIT E - Schedule Update

ID	Task Name	Duration	Start	Finish	2024	2025	2026	2027
					M J J A S O N D	J F M A M J J A S O N D	J F M A M J J A S O N D	J F M A M J J A S O N D
1	 BOS approves A&R IREEA	0 days	Tue 9/10/24	Tue 9/10/24	9/10 ◆ BOS approves A&R IREEA			
2	IREEA Executed	6 days	Wed 9/11/24	Wed 9/18/24		IREEA Executed		
3	 County/Inova Develop Central Green concept (under existing IREEA)	138 days	Thu 5/30/24	Wed 12/18/24		County/Inova Develop Central Green concept (under existing IREEA)		
4	870 Traffic Impact Study	175 days	Thu 9/12/24	Fri 5/23/25		870 Traffic Impact Study		
15	Prepare Ph. 1 Rezoning Submission	49 days	Fri 11/1/24	Tue 1/14/25		Prepare Ph. 1 Rezoning Submission		
17	Internal Submission Approvals	25 days	Wed 1/15/25	Thu 2/20/25		Internal Submission Approvals		
20	Submit RZ/PCA/DPA Application	0 days	Fri 2/21/25	Fri 2/21/25		2/21 ◆ Submit RZ/PCA/DPA Application		
21	Rezoning/PCA/DP Approval Process	162 days	Mon 2/24/25	Tue 10/14/25		Rezoning/PCA/DP Approval Process		
35	Final Staff Report	2 wks	Wed 10/15/25	Tue 10/28/25		Final Staff Report		
36	Planning Commission Public Hearing	0 days	Wed 11/19/25	Wed 11/19/25		11/19 ◆ Planning Commission Public Hearing		
37	Planning Commission Decision	0 days	Thu 12/4/25	Thu 12/4/25		12/4 ◆ Planning Commission Decision		
38	BOS Public Hearing	0 days	Tue 12/16/25	Tue 12/16/25		12/16 ◆ BOS Public Hearing		
39	Negotiate and Advertise REEA	124 days	Mon 6/2/25	Fri 11/28/25		Negotiate and Advertise REEA		
45	BOS Public Hearing on the REEA	0 days	Tue 12/16/25	Tue 12/16/25		12/16 ◆ BOS Public Hearing on the REEA		

Exhibit F**Standard Terms and Conditions**

- Insurance and Indemnity for any Common Consultant shall be as per Schedule A attached hereto. County, Inova, and each of their officers and employees, must also be named additional insureds on all policies.
- County to be a named third party beneficiary of all Common Consultant Contracts, with a statement affirming Common Consultant's understanding that County may separately enforce the obligations of the Contract, and further making clear that there are no obligations of the County to the Common Consultant pursuant to the Common Consultant Contract.
- All Common Consultant Contracts shall state that each Common Consultant agrees in advance that the Common Consultant Contracts may be assigned to County upon the mutual agreement of the County and Inova, or if the IREEA 2.0 is terminated pursuant to Section 6(c) of the IREEA 2.0.
- The documents prepared by the Common Consultant for this project are instruments of the Common Consultant's service ("Instruments") for use solely with respect to this project and, unless otherwise provided, the Common Consultant shall be deemed the author of the Instruments and shall retain all common law, statutory and other reserved rights, including the copyright. The County and Inova shall also be owners of the Instruments and may use and publish the Instruments in any manner necessary related to the project. Notwithstanding the foregoing, the Instruments prepared by the Common Consultant shall not be used by the County or Inova, or others on their behalf, on other projects outside of Reston Town Center North, except by agreement in writing with the Common Consultant. The County and Inova shall have the right to modify the Instruments, but such modifications shall be carried out at the County's and/or Inova's own risk. This provision shall also be applicable to any sub-consultant who performs work on the project.
- In the event that a limitation of liability clause is required at all, Common Consultant must agree upon language similar in substance to the following: "Common Consultant's liability to Inova and County pursuant to this Agreement shall be limited to the actual proceeds of the insurance required pursuant to Article ____ herein (the insurance requirements Article to be named later), but nothing herein shall limit the amount recoverable if Common Consultants actual insurance limits and/or available insurance proceeds exceed the insurance requirements stated in Article ____."
- "Time is of the essence" clauses must be included in Common Consultant Contracts.
- Each Common Consultant Contract shall identify its 'key personnel'. If the Common Consultant thereafter seeks to remove or replace any key personnel, Common Consultant shall coordinate such action with Inova and the County.

Schedule A to Exhibit F

Common Consultant Insurance and Indemnity Requirements

- 1) Each Common Consultant shall be responsible for its professional services. The Common Consultant assumes all risk of all damage or injury to any person or property, resulting from the Common Consultant's errors, omissions or negligent act(s).
- 2) The Common Consultant shall, during the continuance of all work under the Common Consultant Contract provide the following:
 - A. Maintain statutory Workers' Compensation insurance in limits of not less than that required statute or \$100,000 (whichever is greater), and Employer's Liability insurance in limits of not less than \$1,000,000.
 - B. The Common Consultant agrees to maintain Commercial General Liability insurance in limits of not less than amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, to protect the Common Consultant, and the interests of Inova and County, their officers and employees against any and all injuries to third parties, including bodily injury and personal injury.
 - C. The Common Consultant agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in limits of not less than of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Common Consultant. In addition, all mobile equipment used by the Common Consultant in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - D. The Common Consultant firm agrees to maintain Professional Liability insurance in limits of not less than \$1,000,000 per occurrence or claim/aggregate per year. This coverage shall continue in force for three years following completion of work under the Common Consultant Contract.
 - E. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the Common Consultant has been issued on a "claims made" basis, the Common Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Common Consultant must either:
 - (i) Agree to provide certificates of insurance evidencing the above coverages for a period of five years after final payment for the Common Consultant Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Common Consultant's or sub-consultant's work under the Common Consultant Contract, or
 - (ii) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting

period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- F. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy
- G. The Common Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- H. Common Consultant shall indemnify, keep and save harmless Inova and the County, their agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, theft, suits, liabilities, judgments, costs and expenses which may otherwise accrue against Inova or the County in consequence of the work performed under this Common Consultant Contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Common Consultant or his or her employees, or that of any subcontractor or his or her employees, if any; and the Common Consultant shall, at his or her own expense, appear, and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against Inova or the County in any such action, the Common Consultant shall, at his or her own expense, satisfy and discharge the same.
- I. The Common Consultant will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.
- J. The Common Consultant will secure and maintain all insurance certificates of its sub-consultants which shall be made available on demand.
- K. The Common Consultant will provide on demand certified copies of all insurance coverages related to the Common Consultant Contract within ten business days of demand. These certified copies will be sent directly from the Common Consultant's insurance agent or representative.
- 3) No change, cancellation, or non-renewal shall be made in any insurance coverage without a 60-day written notice to County and Inova. The Common Consultant shall furnish a new certificate prior to any change or cancellation date.
- 4) Nothing contained herein shall be construed as creating any contractual relationship between any sub-consultants and Inova or the County. The Common Consultant shall be as fully responsible to Inova and the County for the acts and omissions of any sub-consultants and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 5) Precaution shall be exercised by the Common Consultant at all times for the protection of persons (including employees) and property under their control.

- 6) The Common Consultant and all sub-consultants are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Common Consultant Contract.

22726172.8

ACTION – 3

Grant Agreement Between the Virginia Resources Authority and Fairfax County (County) for the Little Pimmit Run Tributary at Woodland Terrace Project (Dranesville District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for the County to approve the Grant Agreement from the Virginia Resources Authority (VRA), which provides the County with \$3,029,700 for the construction of the Little Pimmit Run Tributary at Woodland Terrace project (Project). The grant funds are from the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF).

RECOMMENDATION:

The County Executive recommends that the Board authorize the County Executive or his designee to sign the agreement with VRA to receive the CFPF grant for the Project. The table below summarizes the Project CFPF grant award funding:

Project Title	Project Estimate	CFPF Grant Award	County Matching Funds
Little Pimmit Run Tributary at Woodland Terrace	\$9,346,000	\$3,029,700	\$3,029,700

TIMING:

Board approval is requested on September 10, 2024.

BACKGROUND:

The CFPF was “established to provide support for regions and localities across Virginia, to reduce the impacts of flooding, including flooding driven by climate change.” DCR administers grants from the CFPF to local governments. On April 17, 2024 (Attachment 1), DCR approved \$3,029,700 for the Project, which is in the Dranesville District.

The Project will restore approximately 1,000 linear feet of stream using natural channel design and riparian corridor enhancements for improved water quality. The project also will improve the drainage system at the intersection of North Albemarle Street and Chesterbrook Road that regularly floods during rainstorms.

Board Agenda Item
September 10, 2024

Approval of the grant agreement for the Project directly supports the Environment and Energy, and Effective and Efficient Government Outcome Areas in the County's Strategic Plan. The grant will improve water quality to help meet Chesapeake Bay clean water requirements and the health of local waterways. Use of the grant funds will enable the County to implement a project that creates a safe and healthy environment for residents while being responsible stewards of local resources.

To receive the CFPF grant funding for the Project, the attached grant agreement must be executed by the County and returned to DCR by October 18, 2024 (Attachment 2).

EQUITY IMPACT:

There is no adverse equity impact. The Project was prioritized due to the eroded condition of the stream, its potential impact on an adjacent residential structure, and severe road flooding complaints. The Project is currently in the final design phase and the CFPF grant will support the Project construction. The Department of Public Works and Environmental Services Stormwater Business Area is also applying an equity lens to flood mitigation by developing a map to identify the most vulnerable communities that may also be more susceptible to flooding. This map will help inform the selection and prioritization of future flood mitigation projects and CFPF grant applications.

FISCAL IMPACT:

The total grant match plus the County funded portion for the Project is \$6,316,300. Funding for the County funded portion of this Project is currently available in Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements.

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: April 17, 2024, DCR letter

Attachment 2: Virginia Community Flood Preparedness Fund Grant Agreement CFPF-24-04-51A

Board Agenda Item
September 10, 2024

STAFF:

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES

Joni Calmbacher, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

GRANT AGREEMENT

Between

**VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund**

And

County of Fairfax

Department of Conservation and Recreation

CFPF-24-04-51

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EXHIBITS

Exhibit A.	Grant Authorization
Exhibit B.	Project Description
Exhibit C.	Project Budget
Exhibit D.	Requisition Form
Exhibit E.	Financial Report Reimbursement Form
Exhibit F.	Quarterly Report Form and Instructions
Exhibit G.	Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **August** 2024 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and the **County of Fairfax**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2023 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means the **County of Fairfax, a LOCAL GOVERNMENT**.

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **50%** of the demonstrated total cost of the Local Project or **\$3,029,700**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) A **PROJECT** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-24-04-51**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dcrr.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain
Management

Grantee: **Fairfax County**
12000 Government Center Parkway, Suite 552
Fairfax, Virginia, 22305
Attention: Bryan Hill

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS AND DIGITAL SIGNATURES

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

Fairfax County

By: _____

Name: _____

Title: _____

CFPF-24-04-51

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

2.7M
4.2M

[illegible]

¹² *Ibid.*, 204. On the evolution of the concept of the "right to life" in the 19th century, see, e.g., *ibid.*, 204–205.

Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024

LOW INCOME GEOGRAPHIC APPLICATIONS RECOMMENDED FOR FUNDING						
COUNT	LOW INCOME GEOGRAPHIC APPLICATIONS RECOMMENDED FOR FUNDING	APPLICANT	PROJECT DESCRIPTION	EST. PROJECT COST	CITY	MAILING
1	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	115	FORNOR COMMUNITY DEVELOPMENT	61,000.00	66,000.00	66,000.00
2	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	10	ROANOKE CITY	931,400.00	940,675.00	940,675.00
3	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	113	TOWN OF ARLINGTON VA	67,959.00	68,000.00	68,000.00
4	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	40	CITY OF LEANINGTON, VIRGINIA	48,750.00	49,475.00	49,475.00
5	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	700	NEWPORT NEWS, CITY OF	100,000.00	132,000.00	132,000.00
6	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	120	NEWPORT NEWS, CITY OF	4,847,000.00	4,872,000.00	4,872,000.00
7	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	112	CHARTER PLANNING DISTRICT COMMUNICATIONS	622,975.00	138,363.71	62,161.00
8	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	140	WYTHE COUNTY GOV	75,000.00	75,000.00	75,000.00
9	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	90	PETESBURG CITY	7,160,000.00	7,041,700.00	7,160,000.00
10	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	61	ROANOK COUNTY	130,000.00	400,177.00	35,107.00
11	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	122	WISDOM, VIRGINIA PLANNING DISTRICT COMMUNICATIONS	400,000.00	343,130.00	40,000.00
12	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	115	PETESBURG CITY	150,000.00	115,000.00	115,000.00
13	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	85	PETESBURG CITY	107,000.00	95,000.00	107,000.00
14	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	80	CITY OF RICHMOND	1,081,770.00	2,470,000.00	148,112.00
15	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	70	CITY OF RICHMOND	1,793,232.00	1,800,000.00	739,949.00
16	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	45	ROANOKE CITY	2,460,000.00	1,308,152.00	2,460,000.00
17	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	80	ROANOKE CITY	600,000.00	340,000.00	240,000.00
18	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	80	FAIRFAX COUNTY	706,121.00	546,500.00	49,616.10
19	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	45	NEW STAFFORD COUNTY	29,000.00	28,100.00	8,000.00
20	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	80	ROANOKE CITY	1,000,000.00	1,000,000.00	195,000.00
21	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	140	ROANOKE CITY	7,000,000.00	5,713,000.00	216,000.00
22	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	70	ROANOKE CITY	1,100,000.00	777,000.00	195,000.00
23	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	100	CITY OF WINCHESTER	200,000.00	270,000.00	60,000.00
24	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	180	CITY OF GALAX	700,000.00	180,000.00	30,000.00
25	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	195	TOWN OF SALES	750,000.00	270,000.00	37,777.00
26	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	150	CITY OF WINCHESTER	49,700.00	61,000.00	6,000.00
27	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	140	CITY OF SALES	80,000.00	77,000.00	6,000.00
28	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	90	ROANOKE CITY	2,461,900.00	1,211,700.00	122,892.00
29	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	91	ROANOKE CITY	351,000.00	330,000.00	11,663.11
30	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	150	ROANOKE CITY	600,000.00	620,075.00	80,000.00
31	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	100	FAIRFAX COUNTY	112,116.00	150,000.00	31,116.00
32	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	180	ROANOKE CITY	187,393.11	700,000.00	17,200.00
33	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	120	TOWN OF RICHMOND	50,000.00	40,000.00	1,000.00
34	U - FLOOD PREVENTION AND PROTECTION STUDIES - LOW INCOME GEOGRAPHIC	80	FAIRFAX COUNTY	250,000.00	227,430.00	25,000.00
35	U - PLANNING AND CAPACITY BUILDING - LOW INCOME GEOGRAPHIC	140	FAIRFAX COUNTY	200,000.00	117,115.00	26,540.00
36	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	80	TOWN OF CHRISTIANBURG	6,011,100.00	1,000,000.00	300,000.00
37	U - PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS - LOW INCOME GEOGRAPHIC	0	TOWN OF CHRISTIANBURG	0	0	0
				81,230,470.11	80,966,177.04	8,675,000.70
				700,000.00	0.00	0.00
				4,300,000.00	3,000,000.00	411,147.67
				4,252,000.00	3,700,000.00	1,300,000.00
				16,520,410.00	1,757,683.00	1,000,000.00
				0.00	0.00	0.00
				8,000,000.00	8,000,000.00	1,000,000.00
				80,000,000.00	80,000,000.00	8,000,000.00

Virginia Department of Conservation and Recreation
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HIGH-LEVEL ECONOMIC GEOGRAPHIC APPLICATIONS ACCORDING TO FLOODING								
ROW#	HIGH-LEVEL APPLICATION	ROW#	PROJECT NAME	COMMENTS	PROJECT DESCRIPTION	EST. COST (\$)	QTY	UNIT
1	FLOOD PREVENTION AND PROTECTION STUDIES	1	ALABAMA COUNTY	MAJOR BRIDGE TO IMPROVE FLOOD STUDY	MAJOR BRIDGE TO IMPROVE FLOOD STUDY	100,000,000	1	BRIDGE
2	FLOOD PREVENTION AND PROTECTION STUDIES	2	ALABAMA COUNTY	BUILD BRIDGE TO IMPROVE FLOOD STUDY	BUILD BRIDGE TO IMPROVE FLOOD STUDY	100,000,000	1	BRIDGE
3	PLANNING AND CAPACITY BUILDING	3	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
4	PLANNING AND CAPACITY BUILDING	4	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
5	PLANNING AND CAPACITY BUILDING	5	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
6	PLANNING AND CAPACITY BUILDING	6	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
7	PLANNING AND CAPACITY BUILDING	7	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
8	FLOOD PREVENTION AND PROTECTION STUDIES	8	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
9	PLANNING AND CAPACITY BUILDING	9	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
10	PLANNING AND CAPACITY BUILDING	10	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
11	PLANNING AND CAPACITY BUILDING	11	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
12	PLANNING AND CAPACITY BUILDING	12	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
13	PLANNING AND CAPACITY BUILDING	13	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
14	PLANNING AND CAPACITY BUILDING	14	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
15	FLOOD PREVENTION AND PROTECTION STUDIES	15	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
16	PLANNING AND CAPACITY BUILDING	16	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
17	PLANNING AND CAPACITY BUILDING	17	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
18	PLANNING AND CAPACITY BUILDING	18	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
19	PLANNING AND CAPACITY BUILDING	19	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
20	PLANNING AND CAPACITY BUILDING	20	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
21	PLANNING AND CAPACITY BUILDING	21	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
22	PLANNING AND CAPACITY BUILDING	22	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
23	PLANNING AND CAPACITY BUILDING	23	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
24	PLANNING AND CAPACITY BUILDING	24	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
25	PLANNING AND CAPACITY BUILDING	25	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
26	PLANNING AND CAPACITY BUILDING	26	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
27	PLANNING AND CAPACITY BUILDING	27	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
28	PLANNING AND CAPACITY BUILDING	28	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
29	PLANNING AND CAPACITY BUILDING	29	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
30	PLANNING AND CAPACITY BUILDING	30	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
31	PLANNING AND CAPACITY BUILDING	31	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
32	PLANNING AND CAPACITY BUILDING	32	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
33	PLANNING AND CAPACITY BUILDING	33	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
34	PLANNING AND CAPACITY BUILDING	34	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
35	PLANNING AND CAPACITY BUILDING	35	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
36	PLANNING AND CAPACITY BUILDING	36	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
37	PLANNING AND CAPACITY BUILDING	37	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
38	PLANNING AND CAPACITY BUILDING	38	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
39	PLANNING AND CAPACITY BUILDING	39	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
40	PLANNING AND CAPACITY BUILDING	40	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
41	PLANNING AND CAPACITY BUILDING	41	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
42	PLANNING AND CAPACITY BUILDING	42	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
43	PLANNING AND CAPACITY BUILDING	43	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
44	PLANNING AND CAPACITY BUILDING	44	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
45	PLANNING AND CAPACITY BUILDING	45	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
46	PLANNING AND CAPACITY BUILDING	46	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
47	PLANNING AND CAPACITY BUILDING	47	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
48	PLANNING AND CAPACITY BUILDING	48	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
49	PLANNING AND CAPACITY BUILDING	49	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
50	PLANNING AND CAPACITY BUILDING	50	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
51	PLANNING AND CAPACITY BUILDING	51	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
52	PLANNING AND CAPACITY BUILDING	52	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
53	PLANNING AND CAPACITY BUILDING	53	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
54	PLANNING AND CAPACITY BUILDING	54	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
55	PLANNING AND CAPACITY BUILDING	55	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
56	PLANNING AND CAPACITY BUILDING	56	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
57	PLANNING AND CAPACITY BUILDING	57	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
58	PLANNING AND CAPACITY BUILDING	58	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
59	PLANNING AND CAPACITY BUILDING	59	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
60	PLANNING AND CAPACITY BUILDING	60	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
61	PLANNING AND CAPACITY BUILDING	61	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
62	PLANNING AND CAPACITY BUILDING	62	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
63	PLANNING AND CAPACITY BUILDING	63	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
64	PLANNING AND CAPACITY BUILDING	64	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
65	PLANNING AND CAPACITY BUILDING	65	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
66	PLANNING AND CAPACITY BUILDING	66	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
67	PLANNING AND CAPACITY BUILDING	67	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE
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100	PLANNING AND CAPACITY BUILDING	100	ALABAMA COUNTY	PROVIDE FOR FLOOD PREVENTION STUDY	PROVIDE FOR FLOOD PREVENTION STUDY	100,000,000	1	BRIDGE

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024**

APPROVAL OF FUNDING RECOMMENDATIONS				
COMMITTEE RECEIVED FROM THE SECRETARY OF NATURAL RESOURCES AND THE SHOUT ASSISTANT TO THE COMMISSIONER FOR CREATING, ADAPTING AND PROTECTING OUR LAKES AND WATERSHEDS				
	BUDGET	ADDITIONAL BUDGET (50 PERCENT)	TOTAL BUDGET	
BUDGET FOR FLOOD PREPAREDNESS	12,500,000.00	6,250,000.00	18,750,000.00	17%
BUDGET FOR FLOOD PREPAREDNESS	27,500,000.00	13,750,000.00	41,250,000.00	37%
TOTAL BUDGET AVAILABLE	40,000,000.00	20,000,000.00	60,000,000.00	

Signature: Virginia Smith, Executive Director Director of Population Management Department of Conservation and Recreation Signature: David M. Smith, Deputy Director Director of Dam Safety & Watershed Management and Soil and Water Conservation Department of Conservation and Recreation Signature: [Handwritten Signature] Deputy Secretary of Natural Resources	Signature: [Handwritten Signature] Deputy Secretary of Natural Resources Signature: [Handwritten Signature] Deputy Secretary of Natural Resources
---	---

Signature: [Handwritten Signature] Deputy Secretary of Natural Resources Signature: [Handwritten Signature] Deputy Secretary of Natural Resources	Signature: [Handwritten Signature] Deputy Secretary of Natural Resources Signature: [Handwritten Signature] Deputy Secretary of Natural Resources
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Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **PROJECT** for the **Little Pimmit Run Tributary located near the Chesterbrook Woods, Chesterbook Hills, and the Chesterbrook Mews neighborhoods in Fairfax County**. The neighborhoods were built prior to many stormwater management requirements and contain little infrastructure to adequately convey runoff from numerous residential lots and roadways, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
PROJECTS	\$6,059,400	\$3,029,700	\$3,029,700 (to be paid in full by Grantee)
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Salary	\$0	\$0
	Supplies	\$0	\$0
	Construction	\$3,029,700	\$3,029,700
	Other	\$0	\$0
	Contractual	\$0	\$0

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
County of Fairfax CFPF-24-04-51
Grant Number: **CFPF-24-04-51**

Dear Division Director:

This requisition, Number ___, is submitted in connection with the Grant Agreement dated as of **August 1st, 2024** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and the **County of Fairfax, a LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **PROJECTS**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-24-04-51**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **County of Fairfax**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **August 1st, 2024** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID #	_____	Phone #:	_____
Grantee:	_____	Email:	_____
Contact Person:	_____		
Mailing Address	_____		

Project Project Type:	_____		
Project Description	_____		
Reporting Period	January - March	2023	_____
(Select Qtr and Yr)	April - June	2024	_____
	July - September	2025	_____
	October - December	2026	_____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

***Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the 2023
Virginia Community Flood Preparedness Fund Grant***

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcrr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? ☐ Yes ☐ No ***Has the Contact Name changed?*** ☐ Yes ☐ No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Extension Request Form | 1-G

Title of Project: _____

NFIP/DCRCID:

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date:

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension	

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation	Date Approved	Date Denied
Printed Name	Title	

Reason for Denial

VRA Use Only

Virginia Resources Authority	Date Received	Date Grant Modified
Printed Name and Title		

Travis A. Voyles
Secretary of Natural and Historic Resources

Frank N. Stovall
Deputy Director
for Operations

Matthew S. Wells
Director

Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Andrew W. Smith
Chief Deputy Director

Laura Ellis
Deputy Director for
Administration and Finance



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

April 17, 2024

Bryan Hill
12000 Government Center Parkway
Suite 552
Fairfax, Virginia 22305
CEXBryanHill@fairfaxcounty.gov

Re: **Community Flood Preparedness Fund (CFPF)**
CY2024 Round 4 Grant Application: Grant Number: CFPF-24-04-51
Application Category: Project
Community Name: Fairfax County, Virginia, CID: 515525
Primary Contact: Joni Calmbacher
Primary Contact Email Address: joni.calmbacher@fairfaxcounty.gov
Total Approved Project/Activity Cost: \$9,346,000.00
Grant Amount Requested: \$3,029,700.00
Match Required: \$3,029,700.00

Dear Bryan Hill:

This letter is to advise you that the Department of Conservation and Recreation (DCR) received your request to fund a Little pimmit run tributary at Woodland Terrace project application. If the application category listed above is different from the initial application, a change was necessary based on DCR's assessment of the project or activity. A change in application category may have resulted in the recalculation in the CFPF and match percentages represented above.

DCR, in consultation with the Secretary of Natural and Historic Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, has reviewed your application and your request for funding is approved. The total approved funding is as follows:

- Total Project Cost \$9,346,000.00
- CFPF Amount \$3,029,700.00
- Match Amount \$3,029,700.00

In the coming weeks, you will receive an award package and grant agreement from Virginia Resources Authority (VRA) that will include an Award Letter detailing any changes in award amounts and

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Planning and Recreation Resources
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

conditions related to the award. Grant specific conditions, if any, will be incorporated into your award document and are as follows:

- N/A

Your Grant Agreement will include all requirements related to this award including information on how to receive reimbursement, submit reports, and requirements for final deliverables for completed projects or activities. This package must be signed and returned to VRA within 90 days of receipt or funds will be rescinded.

Should you have any questions, please feel free to contact me at Jake.Shaw@dcr.virginia.gov.

Sincerely,



Jake Shaw
Grants Manager,
Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Angela Davis, Division Director, DCR
Kevin O'Reilly, VRA

ACTION - 4

Grant Agreement between the Virginia Resources Authority and Fairfax County for the Voluntary Acquisition of Three Land Parcels at 8800 Richmond Highway to Restore the Riparian Buffer and Floodplain Functions (Mount Vernon District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for the Fairfax County (County) to approve the Grant Agreement from the Virginia Resources Authority (VRA), which will provide the County \$2,800,000 towards acquiring three parcels at 8800 Richmond Highway and restoring the floodplain and riparian buffer (Project). The grant funds are from the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF). Approval of the grant does not commit the County to any performance obligation.

RECOMMENDATION:

The County Executive recommends that the Board authorize the County Executive or his designee to sign the agreement with VRA to receive the CFPF grant for the Project. The table below summarizes the Project CFPF grant award funding:

Project Title	Project Estimate*	CFPF Grant Award	County Matching Funds
Richmond Highway Voluntary Land Acquisition	\$4,000,000	\$2,800,000	\$1,200,000

*the total project estimate includes the cost of land acquisition and restoration of the site.

TIMING:

Board approval is requested on September 10, 2024. The County Executive provided a not-in-package memorandum dated October 30, 2023, notifying the Board of the intent to submit this grant application.

BACKGROUND:

The CFPF was “established to provide support for regions and localities across Virginia, to reduce the impacts of flooding, including flooding driven by climate change.” DCR administers grants from the CFPF to local governments. On April 17, 2024 (Attachment 2), DCR approved \$2,800,00 for the Project, which is in the Mount Vernon District.

Board Agenda Item
September 10, 2024

The CFPF grant for the Project will fund the voluntary acquisition three parcels (Tax Map Nos. 109-2 ((1)) 0018C, 109-2 ((1)) 19, and 109-2 ((1)) 20) totaling 7.9 acres that are in the Federal Emergency Management Agency Special Flood Hazard Area and the County's floodplain. All three properties border Dogue Creek. Following acquisition, the County will remove several existing structures and impervious surfaces and restore the property and stream natural buffer with native vegetation. Conservation Easements will be placed over the three parcels. The land could ultimately be transferred to the Fairfax County Park Authority (FCPA) to expand Pole Road Park.

Approval of the grant agreement for the Project directly supports the Environment and Energy, and Effective and Efficient Government Outcome Areas in the County's Strategic Plan. The grant will improve water quality to help meet Chesapeake Bay clean water requirements and the health of local waterways. Use of the grant funds will enable the County to implement a project that creates a safe and healthy environment for residents while being responsible stewards of local resources.

To receive the CFPF grant funding for the Project, the attached grant agreement must be executed by the County and returned to DCR by October 18, 2024 (Attachment 1).

EQUITY IMPACT:

There is no adverse equity impact. The Project is in a "Very High" Vulnerability Index rating of 4.00. The grant award will help fund the acquisition of one commercial and two vacant residentially zoned properties that are prone to flooding and allow roughly eight acres of floodplain to be restored with native vegetation, creating a natural stream buffer. The restored floodplain area may ultimately serve as open space for the residents to enjoy when it is transferred to the FCPA to expand Pole Road Park. The Department of Public Works and Environmental Services Stormwater Business Area is also applying an equity lens to flood mitigation by developing a map to identify the most vulnerable communities that may also be more susceptible to flooding. This map will help inform the selection and prioritization of future flood mitigation outreach efforts, projects and CFPF grant applications.

FISCAL IMPACT:

The total grant match, or the County funded portion, for the Project is \$1,200,000. Funding is currently available in Fund 40100, Stormwater Services, Project SD-000032, Emergency and Flood Response Projects, for the County funded portion of this Project.

CREATION OF POSITIONS:

No positions will be created.

Board Agenda Item
September 10, 2024

ENCLOSED DOCUMENTS:

Attachment 1: Virginia Community Flood Preparedness Fund Grant Agreement CFPF-
24-04-54

Attachment 2: April 17, 2024, DCR letter

STAFF:

Christopher Herrington, Director, Department of Public Works and Environmental
Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES

Carey Needham, Deputy Director, Capital Facilities, DPWES

Dennis Cate, Director, Land Acquisition Division, DPWES

Joni Calmbacher, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

GRANT AGREEMENT

Between

**VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund**

And

County of Fairfax

Department of Conservation and Recreation

CFPF-24-04-54

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EXHIBITS

Exhibit A.	Grant Authorization
Exhibit B.	Project Description
Exhibit C.	Project Budget
Exhibit D.	Requisition Form
Exhibit E.	Financial Report Reimbursement Form
Exhibit F.	Quarterly Report Form and Instructions
Exhibit G.	Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **August** 2024 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and the **County of Fairfax**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2023 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means the **County of Fairfax, a LOCAL GOVERNMENT**.

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **70%** of the demonstrated total cost of the Local Project or **\$2,800,000**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) A **PROJECT** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-24-04-54**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dcrr.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **County of Fairfax**
12000 Government Center Parkway, Suite 552
Fairfax, Virginia, 22305
Attention: Bryan Hill

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS AND DIGITAL SIGNATURES

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

County of Fairfax

By: _____

Name: _____

Title: _____

CFPF-24-04-54

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

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4.8%

[illegible]

¹² *Ibid.*, 204 (the author's analysis focuses on the effects of the 1992 amendments to the 1976 Copyright Act on the music industry).

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Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024

HIGH-LEVEL ECONOMIC GEOGRAPHIC APPLICATIONS RECOMMENDATIONS FOR FUNDING							
ROW#	HIGH-LEVEL APPLICATION	PROJECT ID#	COMMUNITY	PROJECT DESCRIPTION	EST. COST (\$)	CFR	IMPACT
1	FLOOD PREVENTION AND PROTECTION STUDIES	209	ALBANY COUNTY	MAJOR BRIDGE TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
2	FLOOD PREVENTION AND PROTECTION STUDIES	209	ALBANY COUNTY	BULL RUN BRIDGE TO IMPROVE FLOOD STUDY	97,821.73	147.8273	147,821.73
3	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	PROPOSAL FOR NEW BRIDGE COUNTY'S BRIDGE PLAN	799,799.00	112.6415	74,984.95
4	PLANNING AND CAPACITY BUILDING	75	MAJOR PROJECTS PLANNING DISTRICT COMMISSION	MAJOR BRIDGE TO IMPROVE FLOOD STUDY	3,054,273.00	1.7143	748,043.00
5	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	19,100,000.00	2,000.0000	1,910,000.00
6	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
7	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
8	FLOOD PREVENTION AND PROTECTION STUDIES	209	ALBANY COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
9	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
10	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
11	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
12	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
13	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
14	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
15	FLOOD PREVENTION AND PROTECTION STUDIES	209	ALBANY COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
16	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
17	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
18	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
19	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
20	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
21	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
22	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
23	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
24	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
25	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
26	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
27	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
28	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
29	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
30	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
31	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
32	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
33	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
34	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
35	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
36	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
37	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
38	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
39	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
40	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
41	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
42	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
43	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
44	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
45	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
46	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
47	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
48	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
49	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
50	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
51	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
52	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
53	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
54	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
55	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
56	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
57	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
58	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
59	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
60	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
61	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
62	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
63	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
64	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
65	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
66	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
67	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
68	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
69	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
70	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
71	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
72	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
73	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
74	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
75	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
76	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
77	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
78	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
79	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
80	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
81	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
82	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
83	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
84	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
85	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
86	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
87	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
88	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
89	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
90	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
91	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
92	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
93	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
94	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
95	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
96	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
97	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
98	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
99	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00
100	PLANNING AND CAPACITY BUILDING	132	WHELEDO COUNTY	BRIDGE PLAN TO IMPROVE FLOOD STUDY	100,000.00	100.0000	20,000.00

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024**

APPROVAL OF FUNDING RECOMMENDATIONS COMMITMENT RECEIVED FROM THE SECRETARY OF NATURAL RESOURCES AND THE SHOUT ASSISTANT TO THE COMMISSIONER FOR CAPITAL ADAPTATION AND PROTECTION ON 1/11/2024 AND APPROVAL LETTER				
	BUDGET	BUDGET (BUDGET) (BUDGET)	BUDGET	
BUDGET FOR ACTIVITIES (BUDGET 210 000)	12,500,000.00	20,000,000.00	10,000,000.00	17%
BUDGET FOR ACTIVITIES	27,000,000.00	22,000,000.00	14,000,000.00	63%
TOTAL BUDGET AVAILABLE	39,500,000.00	42,000,000.00	24,000,000.00	

Signature: Virginia Smith, Executive Director
Director of Population Management
Department of Conservation and Recreation

Signature: David M. Smith, Executive Director
Director of Dam Safety & Hazardous Materials and Salt and Water Conservation
Department of Conservation and Recreation

Signature: [Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Signature: [Handwritten Signature]
[Handwritten Signature]

Signature: [Handwritten Signature]
[Handwritten Signature]

Signature: [Handwritten Signature]
[Handwritten Signature]

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **PROJECT to restore the stream natural buffer of an approximately eight-acre area of land in the Mount Vernon Magisterial District. Restoration includes native landscaping, tree plantings and preservations, and conducting invasive plant management**, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
PROJECT	\$4,000,000	\$2,800,000	\$1,200,000 (to be paid in full by Grantee)
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Salary	\$0	\$0
	Supplies	\$0	\$0
	Construction	\$315,000	\$135,000
	Other	\$2,450,000	\$1,050,000
	Contractual	\$35,000	\$15,000

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
County of Fairfax
CFPF-24-04-54 Grant Number:
CFPF-24-04-54

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **August 1st, 2024** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and the **County of Fairfax**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **PROJECTS**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-24-04-54**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **County of Fairfax**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **August 1st, 2024** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation

Financial Report Reimbursement Form
 Virginia Community Flood Preparedness Fund
 Agreement No: _____

CID #	_____	Phone #:	_____
Grantee:	_____	Email:	_____
Contact Person:	_____		
Mailing Address	_____		

Project Project Type:	_____		
Project Description	_____		
Reporting Period	January - March	2023	_____
(Select Qtr and Yr)	April - June	2024	_____
	July - September	2025	_____
	October - December	2026	_____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

*Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the 2023
Virginia Community Flood Preparedness Fund Grant*

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcrr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? ☐ Yes ☐ No *Has the Contact Name changed?* ☐ Yes ☐ No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Extension Request Form | 1-G

Title of Project: _____

NFIP/DCRCID:

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date:

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension	

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation	Date Approved	Date Denied
Printed Name	Title	

Reason for Denial

VRA Use Only

Virginia Resources Authority	Date Received	Date Grant Modified
Printed Name and Title		

Travis A. Voyles
Secretary of Natural and Historic Resources

Frank N. Stovall
Deputy Director
for Operations

Matthew S. Wells
Director

Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Andrew W. Smith
Chief Deputy Director

Laura Ellis
Deputy Director for
Administration and Finance



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

April 17, 2024

Bryan Hill
12000 Government Center Parkway
Suite 552
Fairfax, Virginia 22305
CEXBryanHill@fairfaxcounty.gov

Re: **Community Flood Preparedness Fund (CFPF)**
CY2024 Round 4 Grant Application: Grant Number: CFPF-24-04-51
Application Category: Project
Community Name: Fairfax County, Virginia, CID: 515525
Primary Contact: Joni Calmbacher
Primary Contact Email Address: joni.calmbacher@fairfaxcounty.gov
Total Approved Project/Activity Cost: \$9,346,000.00
Grant Amount Requested: \$3,029,700.00
Match Required: \$3,029,700.00

Dear Bryan Hill:

This letter is to advise you that the Department of Conservation and Recreation (DCR) received your request to fund a Little pimmit run tributary at Woodland Terrace project application. If the application category listed above is different from the initial application, a change was necessary based on DCR's assessment of the project or activity. A change in application category may have resulted in the recalculation in the CFPF and match percentages represented above.

DCR, in consultation with the Secretary of Natural and Historic Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, has reviewed your application and your request for funding is approved. The total approved funding is as follows:

- Total Project Cost \$9,346,000.00
- CFPF Amount \$3,029,700.00
- Match Amount \$3,029,700.00

In the coming weeks, you will receive an award package and grant agreement from Virginia Resources Authority (VRA) that will include an Award Letter detailing any changes in award amounts and

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Planning and Recreation Resources
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

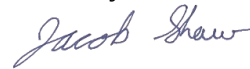
conditions related to the award. Grant specific conditions, if any, will be incorporated into your award document and are as follows:

- N/A

Your Grant Agreement will include all requirements related to this award including information on how to receive reimbursement, submit reports, and requirements for final deliverables for completed projects or activities. This package must be signed and returned to VRA within 90 days of receipt or funds will be rescinded.

Should you have any questions, please feel free to contact me at Jake.Shaw@dcr.virginia.gov.

Sincerely,



Jake Shaw
Grants Manager,
Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Angela Davis, Division Director, DCR
Kevin O'Reilly, VRA

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, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).
 - 1. *Edward M. Williams v. Fairfax County*, Case No. 24-1636 (U.S. Ct. of App. for the Fourth Cir.)
 - 2. *Phyllis Delaney and George W. Delaney v. Virginia Department of Family Services, Child Protective Services, Sanchez Glover, LaDonna Sanders, and Jiyah Stewart*, Case No. 1:24-cv-00035-MSN-IDD (E.D. Va.)
 - 3. *Maxwell Hollis v. Schaefer Pyrotechnics, Inc., et al.*, Case No. CL-2023-0012002 (Fx. Co. Cir. Ct.)
 - 4. *Khalid Benmama v. Shantelle Jennings*, Case No. GV23-021360 (Fx. Co. Gen. Dist. Ct.)
 - 5. *Victoria Orlich v. Fairfax County Department of Tax Administration*, Case No. CL-2024-0010287 (Fx. Co. Cir. Ct.)
 - 6. *State Farm Fire and Casualty Company as Subrogee of Austin Whynot v. Abdelhakim Hammoudi*, Case No. GV24-006555 (Fx. Co. Gen. Dist. Ct.)
 - 7. *Alonso Alfaro-Lopez v. Mark Robey*, Case No. GV24-006688 (Fx. Co. Gen. Dist. Ct.)

Board Agenda Item
September 10, 2024

8. *Tallas Bianca Robinson v. Kate Abigail Perry*, Case No. GV24-009843 (Fx. Co. Gen. Dist. Ct.)
9. *David Berry, Carol A. Hawn, and Adrienne A. Whyte v. Board of Supervisors of Fairfax County*, Case No. CL-2024-0010557 (Fx. Co. Cir. Ct.) (Countywide)
10. *Warren H. Shang and Warren H. Shang, Trustee of the Shang Living Trust v. Board of Supervisors of Fairfax County*, Case No. CL-2023-0008569 (Fx. Co. Cir. Ct.) (Countywide)
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mohammed Tarek Orfaly and Alexis Ann Orfaly*, Case No. GV24-007544 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Ehsan Naranji and Fran Ali*, Case No. GV24-015869 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shafqat I. Chaudry and Sarwat S. Chaudry*, Case No. GV24-017879 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Santos Hernandez Romero*, Case No. GV24-018632 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yuk Yee Cheng*, Case No. CL-2022-0013232 (Fx. Co. Cir. Ct.) (Franconia District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nebiyou Haile*, Case No. GV24-007546 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
17. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Mary B. Stromwall and Charles L. Stromwall*, Case No. GV24-008596 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Nicholas J. Carter and Laura L. Carter*, Case No. GV24-017884 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
19. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Gayle L. Shura, Trustee of the Gayle L. Shura Living Trust*, Case No. CL-2023-0002968 (Fx. Co. Cir. Ct.) (Hunter Mill District)

Board Agenda Item
September 10, 2024

20. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Hosam Summakie*, Case No. CL-2024-0008792 (Fx. Co. Cir. Ct.) (Hunter Mill District)
21. *Jay Riat, Building Official for Fairfax County, Virginia v. Homa Eradat*, Case No. GV24-006805 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. Ronald Mendieta*, Case No. CL-2023-0014781 (Fx. Co. Cir. Ct.) (Mason District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Rafik Abdullahi and Semira Abdulkadir*, Case No. CL-2023-0017937 (Fx. Co. Cir. Ct.) (Mason District)
24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Matthew P. Slocum and Dorothy K. Slocum*, Case No. CL-2024-0004671 (Fx. Co. Cir. Ct.) (Mason District)
25. *Jay Riat, Building Official for Fairfax County, Virginia v. Tamila Ghonghadze and Nukria Balarjishvili*, Case No. CL-2024-0010076 (Fx. Co. Cir. Ct.) (Mason District)
26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Aaron Samson, Mary Samson, and Zaaki Restaurant and Café LLC*, Case No. CL-2020-0009430 (Fx. Co. Cir. Ct.) (Mason District)
27. *Jay Riat, Building Official for Fairfax County, Virginia v. Griselda G. Fernandez*, Case No. GV23-0021197 (Fx. Co. Gen. Dist. Ct.) (Mason District)
28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lishan Kassa*, Case No. GV23-022711 (Fx. Co. Gen. Dist. Ct.) (Mason District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jouhad Boutros Dagher*, Case No. GV24-014270 (Fx. Co. Gen. Dist. Ct.) (Mason District)
30. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Robert S. Kohut*, Case No. GV24-013996 (Fx. Co. Gen. Dist. Ct.) (Mason District)
31. *Jay Riat, Building Official for Fairfax County, Virginia v. Tavani, LLC*, Case No. GV23-021017 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

Board Agenda Item
September 10, 2024

32. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan K. Mahon Revocable Trust*, Case No. GV24-007257 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
33. *Jay Riat, Building Official for Fairfax County, Virginia v. Konstantinos T. Kohilas and Athina P. Kohilas*, Case No. GV24-014965 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
34. *Jay Riat, Building Official for Fairfax County, Virginia v. Anita Mikkilineni*, Case No. GV23-014961 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
35. *Jay Riat, Building Official for Fairfax County, Virginia v. George Learned and Vanessa Beary*, Case No. GV24-015519 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. Ariel Ward and Paul Bruce Ward II*, Case No. (Pending) (Va. Court of Appeals) (Providence District)
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Marisol Ferrel*, Case No. CL-2022-0006388 (Fx. Co. Cir. Ct.) (Providence District)
38. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Charles A. Williams Trust and Vet/Cor of Merrifield, LLC*, Case No. CL-2024-0005956 (Fx. Co. Cir. Ct.) (Providence District)
39. *Jay Riat, Building Official for Fairfax County, Virginia v. Milestone Properties in Fairfax, LLC*, Case No. GV24-002119 (Fx. Co. Gen. Dist. Ct.) (Providence District)
40. *Jay Riat, Building Official for Fairfax County, Virginia v. Tala Shahlavi Gardner and Tanaz Shahlavi*, Case No. GV24-0007548 (Fx. Co. Gen. Dist. Ct.) (Providence District)
41. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Elaine N. Oliver, Trustee under the Elaine N. Oliver Trust*, Case No. GV24-014811 (Fx. Co. Gen. Dist. Ct.) (Providence District)
42. *Jay Riat, Building Official for Fairfax County, Virginia v. Alejandro Bilbao La Vieja Ruiz and Nataly Mautino Taborga*, Case No. GV23-011973 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

Board Agenda Item
September 10, 2024

43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. The Matthew Godek Trust Dated November 6, 2023*, Case No. GV24-000701 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
44. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Birgit Refsing Oleen*, Case No. GV24-010364 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
45. *Jay Riat, Building Official for Fairfax County, Virginia v. Derek W. Murray and Sarah A. Murray*, Case No. GV24-012023 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Casiano Cespedes Vargas*, Case No. GV24-013998 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
47. *Jay Riat, Building Official for Fairfax County, Virginia v. Young Sook Chun and Chong Yel Chun*, Case No. GV24-018653 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Christine M. Antal*, Case No. GV24-008597 (Fx. Co. Gen. Dist. Ct.) (Sully District)
49. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Christine M. Antal*, Case No. GV24-008601 (Fx. Co. Gen. Dist. Ct.) (Sully District)
50. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Kensington Square Homeowners Association, Inc.*, Case No. GV24-014977 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
September 10, 2024

2:30p.m.

ACTION - 5

Board Approval of a Minor Variation Request for RZ-2020-PR-008 by Westpark Corporate Center, L.L.C., to Increase the Height of One Building by 11.28% Above what is Shown on the Conceptual Development Plan/Final Development Plan (CDP/FDP) (Providence District)

ISSUE:

Request for a minor variation to increase the height of one building by 11.28% above what is shown on the CDP/FDP to provide a rooftop amenity space.

RECOMMENDATION:

In accordance with *Zoning Ordinance subsection 8100.5.A(2) and Virginia Code § 15.2-2302*, the County Executive recommends that the Board waive the requirement of a public hearing and approve an increase in the height of one building by 11.28% above what is shown on the CDP/FDP to provide a rooftop amenity space.

TIMING:

Board action is requested on September 10, 2024.

BACKGROUND:

Under *subsection 8100.5.A(2) of the Zoning Ordinance*, the Board may approve certain requests for minor variations to proffered conditions without a public hearing when such requests do not materially affect proffered conditions of use, density, or intensity. Specifically, *subsection 8100.5.A(2)(a)(2)* permits an applicant to request an “increase [in] permitted building height if the resultant height increase does not (a) [e]xceed 15 feet or 15% of the approved building height, whichever is less; (b) [c]ause the building to exceed the maximum height of the zoning district; and (c) [h]ave a materially adverse impact on adjacent properties.”

On November 9, 2021, the Board of Supervisors approved RZ-2020-PR-008, subject to proffers, to rezone the subject property from the C-4 District to the Planned Development Commercial Zoning District. The Planning Commission approved FDP-2020-PR-008, subject to development conditions, on October 13, 2021. These applications permitted an existing office development to remain generally as existing when land area was removed from the parcel for application RZ-2020-PR-009, the extension of The Boro.

Board Agenda Item
September 10, 2024

The property is located in the northwest quadrant of the intersection of Route 7 (Leesburg Pike) and Westpark Drive, on approximately 4.41 acres of land identified as Tax Map 29-3 ((1)) 66A3 and 66A4. (See Locator Map in Attachment 1). The maximum building height in the PDC district is governed by what is shown on the CDP/FDP; on Sheet C-03 of the CDP/FDP, the maximum building height is shown as 125 feet. The existing constructed height of the building at 8484 Westpark Drive (Tax Map 29-3((1)) 66A3) is slightly less than this maximum.

On June 17, 2024, the Department of Planning and Development (DPD) received a revised letter dated June 17, 2024, from David Gill of WireGill LLP, agent for the applicant, requesting a minor variation to increase the maximum building height of the building at 8484 Westpark Drive to accommodate a proposed rooftop amenity. (See Attachment 5). The applicant's Minor Variation Statement confirms that the subject property will otherwise be developed in substantial conformance with the governing proffers (see Attachment 4). A previous submittal provided elevations and viewsheds for the approved and requested heights at 8484 Westpark Drive. (See Attachment 3). The elevation exhibit demonstrates that the increase in building height would not cause the rooftop amenity addition to exceed the elevation of existing mechanical equipment, located on the roof (existing mechanical equipment is excluded from the calculation of maximum building height). The viewshed exhibit demonstrates that a person will not be able to view the added height of the proposed addition from a public sidewalk along Route 7. The request letter also notes that a person would not be able to view the added height from a public sidewalk along Westpark Drive. Proffer 2 states that maximum building height is among the "proffered elements" of the CDP. (See Attachment 2).

The requested height increase of 14.1 feet does not exceed 15 feet or 15% of the approved building height, and the PDC District does not have a specified maximum height. Staff believes the change will not have a materially adverse impact on adjacent properties. Staff therefore believes that approval of this minor variation request to increase the building height to 139.1 feet for 8484 Westpark Drive meets the requirements of the Zoning Ordinance, and recommends its approval.

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Proffer Excerpt

Attachment 3: Proposed Elevations and Viewshed for 8484 Westpark Drive

Attachment 4: Minor Variation Statement

Attachment 5: Letter dated June 17, 2024, from David Gill to Suzanne Wright

Attachment 6: Affidavit

Board Agenda Item
September 10, 2024

STAFF:

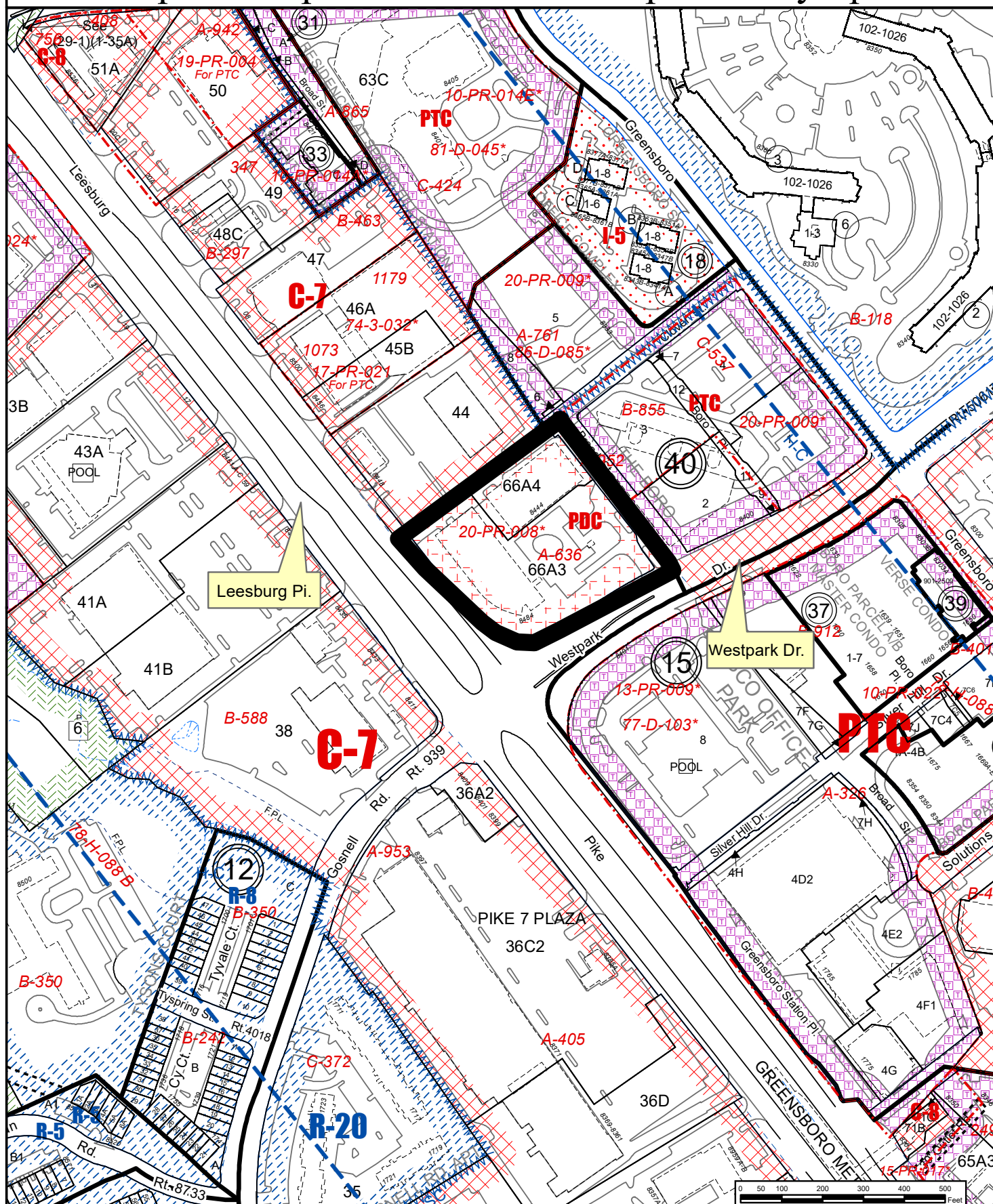
Tracy D. Strunk, Director, Department of Planning and Development (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review and Acceptance Branch, ZED, DPD
Lauren Hall, Staff Coordinator, ZED, DPD

ASSIGNED COUNSEL:

Sara Silverman, Assistant County Attorney

Minor Variation Request MVR-2024-PR-00002

Westpark Corporate Center Rooftop Amenity Space

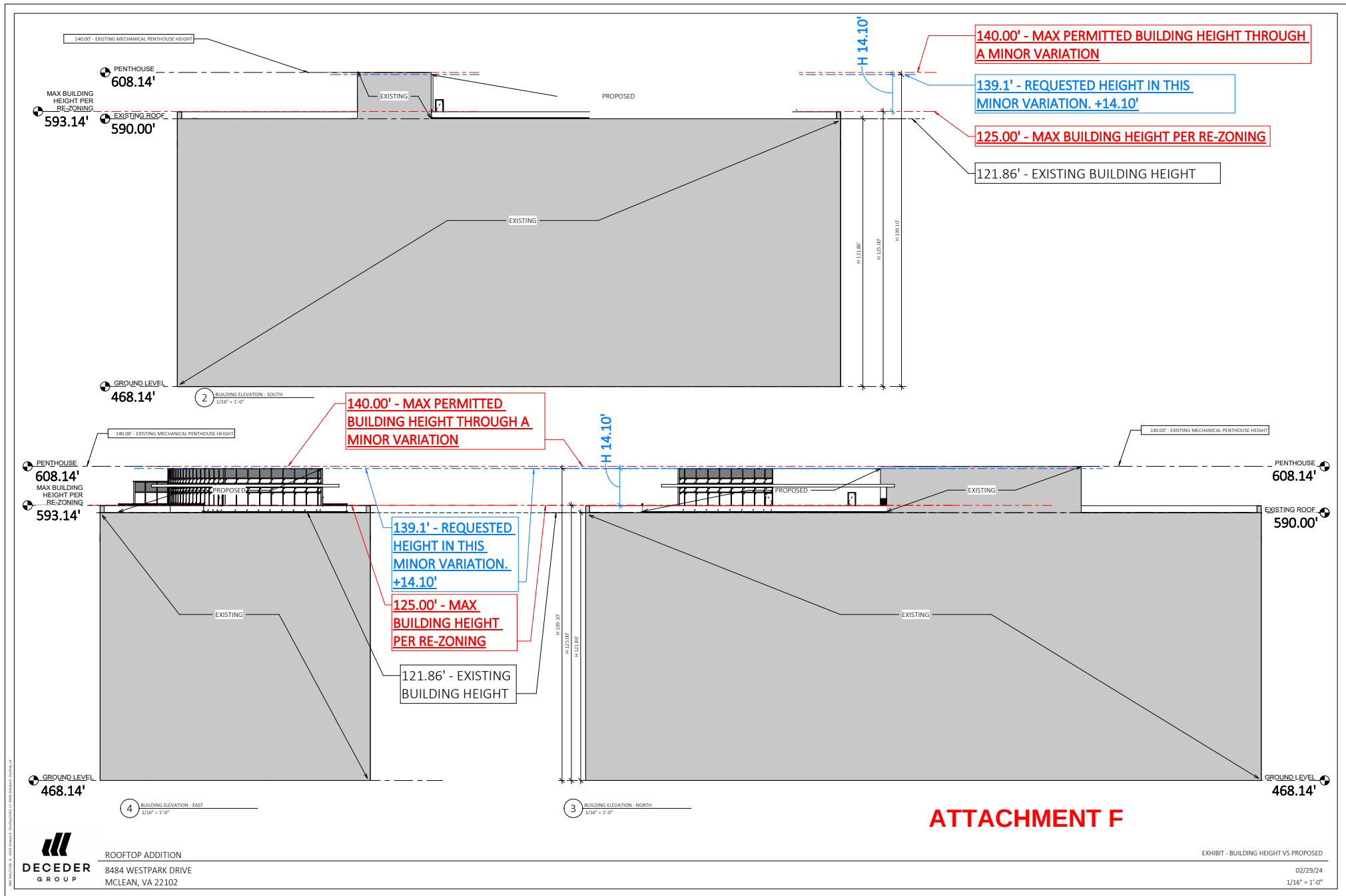


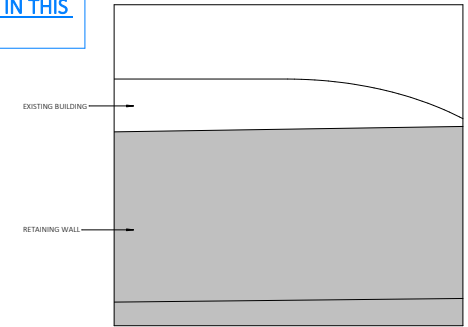
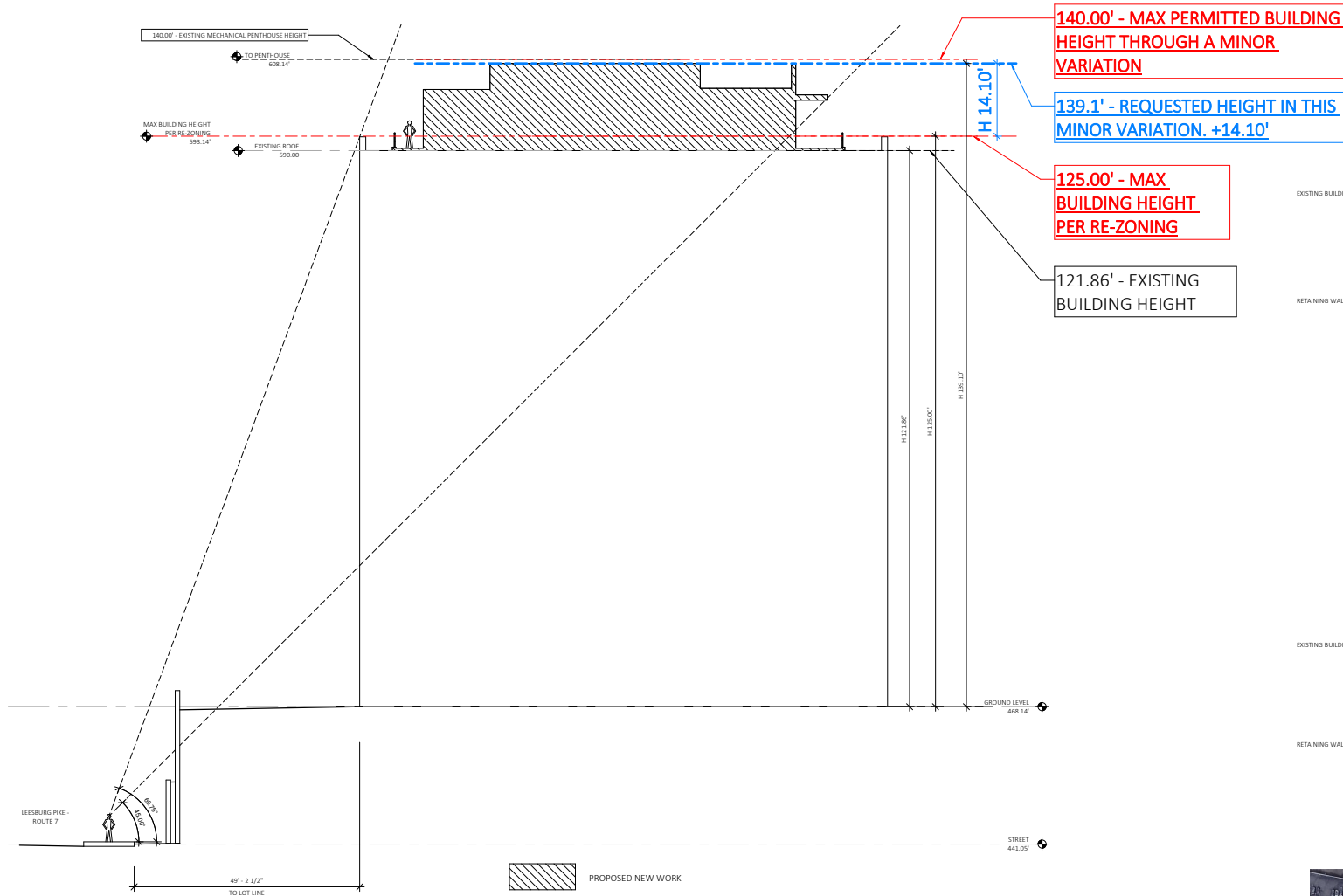
PROFFERS
Westpark Corporate Center
RZ 2020-PR-008

September 16, 2021

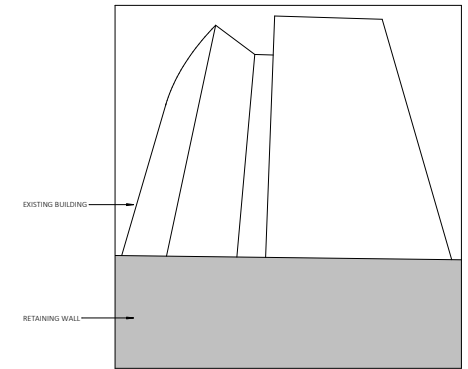
Pursuant to Section 15.2-2303(A) of the Code of Virginia (1950, as amended) and subsection 8100.2.D of the Zoning Ordinance of Fairfax County (2021, as amended) (the "Ordinance"), the property owner/applicant, for itself and its successors and/or assigns (hereinafter referred to as the "Applicant"), hereby proffers that the development of the parcels under consideration with RZ 2020-PR-008 and shown on the Fairfax County 2021 Tax Map as 29-3 ((1)) 66A3 and 66A4 (collectively referred to as the "Property") will be in accordance with the following conditions if, and only if, rezoning application RZ 2020-PR-008 (the "Rezoning") is granted. These Proffers will supersede and replace all previously approved proffers and conditions that may be applicable to the Property.

1. Conceptual Development Plan. The Property will be developed in substantial conformance with the Westpark Corporate Center Conceptual/Final Development Plan ("CDP/FDP") dated August 12, 2021, prepared by VIKA Virginia, LLC, and as may be further modified by these Proffers.
2. Proffered CDP Elements. It will be understood that the proffered elements of the CDP are limited to the general location of the points of access, general location of the buildings, build-to-lines, general mix of uses, maximum gross floor area ("GFA") and maximum building heights, the general quality and character of the streetscape, and the amount and general location and quality of open space (the "Proffered Elements"). Other elements of the CDP may be adjusted or modified with approval of future Final Development Plan Amendments ("FDPAs") in accordance with the provisions set forth in subsection 8100.2.E(2) of the Ordinance.
3. Minor Modifications. Minor modifications to the Proffered Elements of the CDP may be permitted as determined by the Zoning Administrator. The layout shown on the CDP may be modified without requiring approval of a Conceptual Development Plan Amendment ("CDPA") provided such changes are in substantial conformance with the CDP as determined by the Zoning Administrator.
4. Proposed Development. The maximum gross floor area ("GFA") permitted on the Property is 512,586 square feet as shown in the zoning tabulations on Sheet C-03 of the CDP/FDP (the "Zoning Tabulations").
5. Uses. The Proposed Development may include the following principal and secondary uses, subject to the Use Standards prescribed in Article 4 of the Ordinance.
 - A. Principal Uses. Principal uses permitted include: banquet or reception hall, business service; catering; college or university; convention or conference center; data center; financial institutions; household repair and rental service; massage therapy establishment; office; personal service; pet grooming facility; public use;

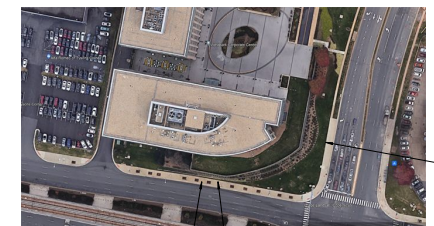




2 SIDEWALK PERSPECTIVE - EAST



3 SIDEWALK PERSPECTIVE - NORTH



#1 #2

#3

ATTACHMENT G



ROOFTOP ADDITION
8484 WESTPARK DRIVE
MCLEAN, VA 22102

VIEWED
02/29/24
3/32" = 1'-0"

MINOR VARIATION STATEMENT

WESTPARK CORPORATE CENTER, L.L.C.

RZ 2020-PR-008

Tax Maps 029-3 ((01)) 0066A3 and 0066A4 (the "Property")

June 17, 2024

Pursuant to Section 8100.5.A.2 of the Zoning Ordinance, the property owner, Westpark Corporate Center, L.L.C., hereby requests approval of a Minor Variation to the proffers governing Tax Maps 029-3 ((01)) 0066A3 and 0066A4 to permit an increase in the height of the building on Tax Map 029-3 ((01)) 0066A3 from 125 feet to 139.10 feet, an increase of 11.28%, as shown on the Conceptual Development Plan / Final Development Plan which was proffered under Proffer #2 of RZ-2020-PR-008 and commits that the Property will be developed otherwise in substantial conformance with the governing proffers.

[SIGNATURE PAGE TO FOLLOW]

WESTPARK CORPORATE CENTER, L.L.C.,
a Delaware limited liability company

By: 
Angela Scodellaro
Its: Director/Authorized Signatory



June 17, 2024

VIA PLUS

Suzanne Wright
Director, Zoning Evaluation Division
Department of Planning and Development
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

UPDATED Minor Variation Request for Westpark Corporate Center Rooftop Amenity Space, for Tax Maps 029-3 ((01))0066A3 and 0066A4 (collectively the "Property"), RZ/CDP/FDP 2020-PR-008 (the "Project" or "Rezoning" or the "Proffers"),

Dear Suzanne,

This letter is updated to reflect an updated reference to the title ownership entity as requested by Staff, and a corrected Zoning Ordinance reference. My client, Westpark Corporate Center, L.L.C., is seeking to construct a rooftop amenity space (the "Proposal") on the existing building at 8484 Westpark Drive, McLean, Virginia 22102 (Tax Map 029-3 ((01)) 0066A3). Based on detailed conversations with Zoning Evaluation Division staff (Lauren Hall and Cathy Belgin), the proposed rooftop amenity space requires a Minor Variation (the "MV") from the approved Rezoning in order to permit 14.10 feet (an 11.28% increase) of additional height above the proffered maximum building height allowed of 125 feet for a total of 139.10 foot maximum building height.

Approved Rezoning

The Property is governed by RZ/CDP/FDP 2020-PR-008 (please see Attachment A for approved CDP/FDP, Attachment B for approved proffers, and Attachment C for approved development conditions), which was approved by the Board of Supervisors on November 09, 2021. The Rezoning was part of the larger rezoning called The Boro, and the approval took into account the two existing 9-story office buildings on the Property. The Rezoning specified a maximum gross floor area of 512,586 square feet. In addition, it specified a maximum building height of 125 feet.

Per the Rezoning, the maximum permitted gross floor area across the site (which includes two existing office buildings) is 512,586 square feet. Per the attached analysis (please see Attachment D), the existing building gross floor area (according to the Zoning Ordinance definition of "gross floor area") is 503,079 square feet and we are proposing an additional 5,050 square feet, for a total of 508,129 square feet. This proposed building square footage is below the permitted 512,586 square feet.

Requested Minor Variation

We are requesting an MV from the approved Rezoning in order to permit 14.10 feet of additional height above the proffered maximum building height allowed of 125 feet. Zoning Ordinance Section 8100.5.A.2, states that “[t]he Board may approve certain requests for minor variations to proffered conditions and the associated PRC development plan, generalized development plan, conceptual development plan, and final development plan, including any approved conditions of such plans, without a public hearing...” The Zoning Ordinance then goes on to list the conditions under which the MV may be approved by the Board. These conditions and our responses to them are listed further below.

Our MV request is to permit an additional 14.10 feet of building height above the Rezoning’s permitted building height of 125 feet for a rooftop amenity space. The rooftop amenity space would be primarily glass-enclosed walls, likely be used as an exercise room, to improve the amenities available to tenants in order to retain or gain leases in an increasingly challenging office market. The height of the proposed amenity space would be slightly lower than the height of the existing, adjacent rooftop mechanical penthouse, which is at 140 feet in height (please see Attachment E for roof floor plan). The proposed rooftop amenity space would be 139.10 feet in height (please see Attachment F for elevations). The proposed rooftop amenity space would not be visible from the public sidewalks along Route 7 or Westpark Drive (please see Attachment G).

Minor Variation Approval Conditions

Zoning Ordinance Section 8100.5.A.2 establishes the conditions required for the Board to approve a Minor Variation request. These conditions are listed below, along with Applicant responses.

The Board may approve certain requests for minor variations to proffered conditions and the associated PRC development plan, generalized development plan, conceptual development plan, and final development plan, including any approved conditions of such plans, without a public hearing in accordance with the following:

- (a) Requests cannot materially affect proffered conditions of use, density, or intensity, and are permissible only in one or more of the following circumstances:
 - a. Response: The request does not materially affect the proffered uses, or intensity (density is not applicable). There are no proposed changes to proffered uses. As described in “Approved Rezoning” section above, the proposed 5,050 square feet of new amenity space, when added to the existing 503,079 square feet of gross floor area is below the permitted total 512,586 square feet of gross floor area.**
 - 1. To add or modify a use, if the proffered conditions do not specifically preclude the use, and the applicant demonstrates that the new use would have no materially greater land use impacts than the approved uses would, based on factors such as parking, trip generation, vehicular circulation, or hours of operation.
 - a. Response: Not applicable. There are no proposed changes to proffered uses.**
 - 2. To increase permitted building height if the resultant height increase does not:
 - a. Exceed 15 feet or 15 percent of the approved building height, whichever is less;
 - i. Response: The request does not exceed either 15 feet, nor 15 percent of the approved building height (18.75’ of the approved 125’ building height). The request is for 14.10 feet of additional building height or an increase of 11.28% in building height.**
 - b. Cause the building to exceed the maximum height of the zoning district; and

Response: Not applicable.

- a. Does not exceed ten percent of the area occupied by the approved parking lot;
- b. Does not reduce the open space below the minimum required for the zoning district;
- c. Does not have a materially adverse impact on the effectiveness of approved transitional screening, buffering, landscaping, open space, or stormwater management facilities; and
- d. Satisfies the parking lot landscaping requirements of subsection 5108.5.

Based on the above and attached analysis, we are respectfully requesting that you grant a Minor Variation for an additional 14.10 feet of building height for the proposed rooftop amenity space.

Should you have questions or require additional documentation, please let me know.

Sincerely,

David R Gill

David R. Gill
Wire Gill LLP

Attachments a/s



County of Fairfax, Virginia

MEMORANDUM

Office of the County Attorney
Suite 549, 12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Phone: (703) 324-2421; Fax: (703) 324-2665
www.fairfaxcounty.gov

DATE: July 3, 2024

TO: Lauren Hall, Staff Coordinator
Zoning Evaluation Division
Department of Planning and Development

FROM: Jo Ellen Groves, Paralegal 
Office of the County Attorney

SUBJECT: Affidavit
Application No.: MVR-2024-PR-00002
Applicant: Westpark Corporate Center, L.L.C.
PC Hearing Date: Not scheduled.
BOS Hearing Date: 7/16/24

REF.: 178763

Attached is an affidavit which has been approved by the Office of the County Attorney for the referenced case. Please include this affidavit dated 7/2/24, which bears my initials and is numbered 178763a, when you prepare the staff report.

Thank you for your cooperation.

Attachment

cc: (w/attach) Julia Nimeth, Planning Technician II (Sent via e-mail)
Zoning Evaluation Division
Department of Planning and Development

REZONING AFFIDAVIT

DATE: JUL 2 2024
(enter date affidavit is notarized)

178163a

I, David R. Gill, do hereby state that I am an
(enter name of applicant or authorized agent)

(check one) ☐ applicant
☒ applicant's authorized agent listed in Par. 1(a) below

in Application No.(s): MVR-2024-PR-00002
(enter County-assigned application number(s), e.g. RZ 88-V-001)

and that, to the best of my knowledge and belief, the following information is true:

1(a). The following constitutes a listing of the names and addresses of all **APPLICANTS, TITLE OWNERS, CONTRACT PURCHASERS, and LESSEES** of the land described in the application,* and, if any of the foregoing is a **TRUSTEE,**** each **BENEFICIARY** of such trust, and all **ATTORNEYS** and **REAL ESTATE BROKERS**, and all **AGENTS** who have acted on behalf of any of the foregoing with respect to the application:

(**NOTE:** All relationships to the application listed above in **BOLD** print must be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.)

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in BOLD above)
Westpark Corporate Center, L.L.C. Agent: Angela Scodellaro Peter F. Jahn Eric J. Ekeroth Elise Dera Matthew D. Heinke • Christina M. Misiti-Eskritt • Joseph L. Cowden	8444 Westpark Drive, Suite 820 McLean, VA 22102	Applicant/Title Owner of Tax Map 29-3 ((1)) 66A3, 66A4
White and Whitney Consulting, LLC Agent: Richard Whitney	45645 Willowpond Plaza, Suite 202 Sterling, VA 20164	Consultant/Agent
Deceder Group, LLC Agent: Daniel Deceder Thorne Ransom Brandon Roach	4401 N. Fairfax Drive, Suite 331 Arlington, VA 22203	Architect/Agent

(check if applicable) ☒ There are more relationships to be listed and Par. 1(a) is continued on a "Rezoning Attachment to Par. 1(a)" form.

* In the case of a condominium, the title owner, contract purchaser, or lessee of 10% or more of the units in the condominium.

** List as follows: Name of trustee, Trustee for (name of trust, if applicable), for the benefit of: (state name of each beneficiary).

Rezoning Attachment to Par. 1(a)

JUL 2 2024

DATE: _____
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number (s))

(NOTE): All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in BOLD above)
Wire Gill LLP Agent: David R. Gill Kenneth W. Wire James A. Thornhill Heather Dlhopsky Stephanie C. Cutler Brent E. Glenn Ina C. Charvet Harry P. Hart John M. Lain Mary Catherine Gibbs Megan C. Rappolt A. Faheem Darab	1984 Isaac Newton Square, Suite 304 Reston, Virginia 20190	Attorney/Agent AttorneyAgent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Planner/Agent

(check if applicable) ☐ There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

REZONING AFFIDAVIT

DATE: JUL 2 2024
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number(s))

1(b). The following constitutes a listing*** of the **SHAREHOLDERS** of all corporations disclosed in this affidavit who own 10% or more of any class of stock issued by said corporation, and where such corporation has 10 or less shareholders, a listing of all of the shareholders, **and if the corporation is an owner of the subject land, all of the OFFICERS and DIRECTORS of such corporation:**

(NOTE: Include **SOLE PROPRIETORSHIPS, LIMITED LIABILITY COMPANIES, and REAL ESTATE INVESTMENT TRUSTS** herein.)

CORPORATION INFORMATION

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
Westpark Corporate Center, L.L.C.
8444 Westpark Drive, Suite 820
McLean, VA 22102

DESCRIPTION OF CORPORATION: (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF SHAREHOLDERS: (enter first name, middle initial, and last name)

The Northwestern Mutual Life Insurance Company, Member
National Automobile Dealers Association, Member
NM GP Holdings, LLC, Managing Member

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name & title, e.g. **President, Vice President, Secretary, Treasurer**, etc.)

- Angela Scodellaro, Director/Authorized Signatory

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued on a "Rezoning Attachment 1(b)" form.

*** All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. ***In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.*** Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

Information updated.

Rezoning Attachment to Par. 1(b)DATE: JUL 2 2024
(enter date affidavit is notarized)178763afor Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202**DESCRIPTION OF CORPORATION:** (check one statement)

- ☐ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☒ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDER: (enter first name, middle initial, and last name)

The Northwestern Mutual Life Insurance Company is a non-stock company with no shareholders. Instead, policyholders share in the ownership of the company. There are in excess of thousands of policyholders, none of whom own 10% or more of Westpark Corporate Center, L.L.C.

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g.**President, Vice-President, Secretary, Treasurer, etc.)**

- Thomas D. Zale, VP-Real Estate; Paul J. Hanson, Managing Dir; Joseph Miller, Managing Dir; Christina M. Misiti-Eskritt, Managing Dir; Daniel M. Flesch, Managing Dir; Daniel C. Knuth, Regional Dir; Walter N. Smith, Regional Dir; Ahmad Perry, Regional Dir; Matthew D. Heinke, Assistant Secretary; Peter F. Jahn, Dir. (former)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)NM GP Holdings, LLC
720 East Wisconsin Avenue
Milwaukee, WI 53202**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

The Northwestern Mutual Life Insurance Company

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g.**President, Vice-President, Secretary, Treasurer, etc.)**

Angela Scodellaro, Investment Manager

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)DATE: JUL 2 2024
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)White and Whitney Consulting, LLC
45645 Willowpond Plaza, Suite 202
Sterling, VA 20164**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDER: (enter first name, middle initial, and last name)Richard Whiney
David White

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)Deceder Group, LLC
4401 N. Fairfax Drive, Suite 331
Arlington, VA 22203**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

Daniel Deceder

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)(check if applicable) ☐ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)DATE: JUL 2 2024
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)National Automobile Dealers Association
8484 Westpark Drive, Suite 500
Tysons, VA 22102**DESCRIPTION OF CORPORATION:** (check one statement)

- ☐ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDER: (enter first name, middle initial, and last name)

A non-stock corporation with no shareholders.

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

- Joseph L. Cowden, EVP & CFO

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

- The Northwestern Mutual Investment Management Company, LLC
720 East Wisconsin Avenue
Milwaukee, WI 53202

DESCRIPTION OF CORPORATION: (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

The Northwestern Mutual Life Insurance Company

[Northwestern Mutual Life Investment Management Company, LLC is The Northwestern Life Insurance Company's wholly owned affiliate and investment manager]

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

Thomas D. Zale, VP-Real Estate; Paul J. Hanson, Managing Dir; Joseph Miller, Managing Dir; Christina M. Misiti-Eskritt, Managing Dir; Daniel M. Flesch, Managing Dir; Daniel C. Knuth, Regional Dir; Walter N. Smith, Regional Dir; Ahmad Perry, Regional Dir; Matthew D. Heinke, Assistant Secretary

(check if applicable) ☐ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Information updated.

REZONING AFFIDAVIT

DATE: JUL 2 2024
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number(s))

1(c). The following constitutes a listing*** of all of the **PARTNERS**, both **GENERAL** and **LIMITED**, in any partnership disclosed in this affidavit:

PARTNERSHIP INFORMATION

PARTNERSHIP NAME & ADDRESS: (enter complete name, number, street, city, state and zip code)

Wire Gill LLP
1984 Isaac Newton Square, Suite 304
Reston, Virginia 20190

(check if applicable) ☒ The above-listed partnership has no limited partners.

NAMES AND TITLE OF THE PARTNERS (enter first name, middle initial, last name, and title, e.g. **General Partner, Limited Partner, or General and Limited Partner**)

David R. Gill, Partner
Kenneth W. Wire, Partner
James A. Thornhill, Partner
Heather Dlhopsky, Partner
Stephanie C. Cutler, Partner
Harry P. Hart, Partner
Brent E. Glenn, Partner
Mary Catherine Gibbs, Partner
John M. Lain, Partner

(check if applicable) ☐ There is more partnership information and Par. 1(c) is continued on a "Rezoning Attachment to Par. 1(c)" form.

*** All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. *In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER or LESSEE* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.* Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

REZONING AFFIDAVIT

DATE: JUL 2 2024
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number(s))

1(d). One of the following boxes **must** be checked:

☐ In addition to the names listed in Paragraphs 1(a), 1(b), and 1(c) above, the following is a listing of any and all other individuals who own in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE*** of the land:

☒ Other than the names listed in Paragraphs 1(a), 1(b), and 1(c) above, no individual owns in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE*** of the land.

2. That no member of the Fairfax County Board of Supervisors, Planning Commission, or any member of his or her immediate household owns or has any financial interest in the subject land either individually, by ownership of stock in a corporation owning such land, or through an interest in a partnership owning such land.

EXCEPT AS FOLLOWS: (**NOTE:** If answer is none, enter “**NONE**” on the line below.)

NONE

(check if applicable) ☐ There are more interests to be listed and Par. 2 is continued on a “Rezoning Attachment to Par. 2” form.

REZONING AFFIDAVIT

DATE: JUL 2 2024
(enter date affidavit is notarized)

178763a

for Application No. (s): MVR-2024-PR-00002
(enter County-assigned application number(s))

3. That within the twelve-month period prior to the public hearing of this application, no member of the Fairfax County Board of Supervisors, Planning Commission, or any member of his or her immediate household, either directly or by way of partnership in which any of them is a partner, employee, agent, or attorney, or through a partner of any of them, or through a corporation in which any of them is an officer, director, employee, agent, or attorney or holds 10% or more of the outstanding bonds or shares of stock of a particular class, has, or has had any business or financial relationship, other than any ordinary depositor or customer relationship with or by a retail establishment, public utility, or bank, including any gift or donation having a value of more than \$100, singularly or in the aggregate, with any of those listed in Par. 1 above.

EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on line below.)

None

(NOTE: Business or financial relationships of the type described in this paragraph that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings. See Par. 4 below.)

(check if applicable) ☐ There are more disclosures to be listed and Par. 3 is continued on a "Rezoning Attachment to Par. 3" form.

4. That the information contained in this affidavit is complete, that all partnerships, corporations, and trusts owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land have been listed and broken down, and that prior to each and every public hearing on this matter, I will reexamine this affidavit and provide any changed or supplemental information, including business or financial relationships of the type described in Paragraph 3 above, that arise on or after the date of this application.

WITNESS the following signature:

(check one)

☐ Applicant

☒ Applicant's Authorized Agent

David R. Gill, Esq.

(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 2nd day of July, 20 24, in the State/Comm. of Virginia, County/City of Fairfax.

My commission expires: _____

FORM RZA-1 Updated (7/1/06)



Board Agenda Item
September 10, 2024

2:30 p.m.

Public Hearing on SE 2024-HM-00004 (ST Wiehle LLC) to Permit Certain Sign Modifications to Allow Additional Signage On-Site, Located on Approximately 1.84 Acres of Land (Hunter Mill District)

This property is located at 11500 Commerce Park Dr., Reston 20191. Tax Map 17-4 ((12)) 11B1.

PLANNING COMMISSION RECOMMENDATION:

On June 26, 2024, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2024-HM-00004, subject to the development conditions consistent with those dated June 12, 2024.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kevin McMahan, Planner, DPD

Board Agenda Item
September 10, 2024

2:30 p.m.

Public Hearing on SEA 98-M-009-03 (Most Reverend Michael F. Burbidge, Bishop of the Catholic Diocese of Arlington and his Successors in Office) to Amend SE 98-M-009 Previously Approved for Place of Worship and Private School to Permit a Child Care Center and Associated Modifications to Development Conditions, Located on Approximately 12.00 Acres of Land (Mason District)

This property is located at 4329 Sano St., Alexandria, 22312. Tax Map 72-2 ((1)) 21A.

This public hearing was deferred by the Board on July 30, 2024, at 3:30 p.m. to September 10, 2024.

PLANNING COMMISSION RECOMMENDATION:

On July 17, 2024, the Planning Commission voted 9-0 (Commissioners Murphy, Ulfelder, and Spain were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SEA 98-M-009-03, subject to the development conditions dated July 16, 2024;
- Correction of Development Condition 14 to state that the applicant will continue to provide the emergency access easement on the private drive that provides linkage between Kling Drive and Sano Street for emergency vehicle usage;
- Reaffirmation of the modification of the transitional screening and barrier requirements along the southern, eastern, and western property boundaries;
- Reaffirmation of the waiver of the interior parking lot landscaping requirement; and
- Modification of the peripheral parking lot landscaping requirements, in favor of that shown on the SE Plat.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

Board Agenda Item
September 10, 2024

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and
Development (DPD)
Emma Estes, Planner, DPD

Board Agenda Item
September 10, 2024

2:30 p.m.

Public Hearing on SE 2023-HM-00028 (Kidsdom Montessori Inc. and Imran A. Mufti) to Permit a Home Day Care Facility, Located on Approximately 1.86 Acres of Land (Hunter Mill District)

This property is located at 10900 Baron Cameron Ave., Reston. Tax Map 12-3 ((17)) 219.

This public hearing was deferred by the Board on July 30, 2024, at 3:30 p.m. to September 10, 2024.

PLANNING COMMISSION RECOMMENDATION:

On June 26, 2024, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend to the Board of Supervisors approval SE 2023-HM-00028, subject to the proposed development conditions consistent with those dated June 21, 2024, and amended on June 26, 2024, as follows:

- Revise Development Condition 11 to read, “As shown on the SE Plat, the proposed four- foot -tall play area pass must be located at a minimum of 20 feet from the northern property land and must be built prior to issuance of the Non-Residential Use Permit (Non-RUP) nonprofit for the home day care center facility.”

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Karen Yee, Planner, DPD

Board Agenda Item
September 10, 2024

2:30 p.m.

Public Hearing on RZ 2023-SU-00017 (Pulte Home Company, LLC) to Rezone from I-4 and WS to PDH-16 and WS to Permit 313 Residential Dwelling Units with an Overall Density of 13.36 Dwelling Units per Acre Including Bonus Density for Affordable Housing. Appls. Include Conceptual Development Plan, Located on Approximately 23.43 Acres of Land (Sully District) (Concurrent with PCA 78-S-063-14)

and

Public Hearing on PCA 78-S-063-14 (Pulte Home Company, LLC) to Remove Land Area from RZ 78-S-063 Previously Approved for Light Intensity Industrial and Office Uses to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design with an Overall Density of 13.36 Dwelling Units per Acre Including Bonus Density for Affordable Housing, Located on Approximately 23.43 Acres of Land (Sully District) (Concurrent with RZ 2023-SU-00017)

This property is located in the N.E. quadrant of the intersection of Poplar Tree Rd. (Route 662) and Newbrook Dr. (Route 8411). Tax Map 44-4 ((10)) 1, 2, 3A and 5.

This property is located in the N.E. quadrant of the intersection of Poplar Tree Rd. (Route 662) and Newbrook Dr. (Route 8411). Tax Map 44-4 ((10)) 1, 2, 3A and 5.

This public hearing was deferred by the Board on July 30, 2024, at 3:30 p.m. to September 10, 2024.

PLANNING COMMISSION RECOMMENDATION:

On July 24, 2024, the Planning Commission voted 9-0-1 (Commissioners Murphy and Clarke were absent from the meeting. Commissioner Hancock abstained from the vote) to recommend to the Board of Supervisors approval of RZ 2023-SU-00017 and the associated Conceptual Development Plan, subject to the execution of the proffers consistent with those dated July 2, 2024, with the understanding that the applicant will provide to the Board the changes and concerns that were brought up during the Planning Commission's public hearing.

The Planning Commission also voted 9-0-1 (Commissioners Murphy and Clarke were absent from the meeting. Commissioner Hancock abstained from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of PCA-78-S-063-14, subject to the execution of the proffers dated July 2, 2024;

Board Agenda Item
September 10, 2024

- Approval of a waiver to the private street length requirement to allow for a private street greater than 600 feet in length. (Zoning Ordinance Section 5107.1.A(3));
- Approval of a modification to the 200 square foot minimum privacy yard requirement in favor of what is shown on the CDP/FDP. (Zoning Ordinance Section 2105.2.B(2)); and
- Approval of a waiver to the transitional screen requirement in favor of what is shown on the CDP/FDP. (Zoning Ordinance Section 5108.6).

In a related action, the Planning Commission voted 9-0-1 (Commissioners Murphy and Clarke were absent from the meeting. Commissioner Hancock abstained from the vote) to approve FDP 2023-SU-00017, subject to the Board of Supervisors' approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Tabatha Cole, Planner, DPD

Board Agenda Item
September 10, 2024

3:00 p.m.

Public Hearing to Consider Proposed Amendments to Fairfax County Code Section 84.1-6-3, Increasing Taxicab Rates

ISSUE:

Public Hearing to consider proposed amendments to *Fairfax County Code Section 84.1-6-3*, increasing taxicab rates and charges in Fairfax County, as follows: maximum mileage rate for first one-sixth of a mile or fraction thereof from \$3.50 to \$4.00, each subsequent one-sixth of a mile or fraction thereof from \$0.36 to \$0.40, and waiting time from \$0.36 for each 61 seconds of waiting time to \$0.40 for each 60 seconds of waiting time.

RECOMMENDATION:

The County Executive recommends approval of the proposed amendments to *Fairfax County Code Section 84.1-6-3*, effective upon adoption.

TIMING:

On June 25, 2024, the Board authorized advertisement of a public hearing to consider proposed amendments to *Fairfax County Code Section 84.1-6-3*. That public hearing will be held on September 10, 2024, with the amended rates and charges effective upon adoption.

BACKGROUND:

Pursuant to *Fairfax County Code Section 84.1-6-2(b)*, on an annual basis the Board may consider changes in rates, fares or charges, upon petition by a certificate holder or a driver association. On February 22, 2024, certificate holder, Red Top Cab, owned and operated by Old Dominion Transportation Group, Inc., filed a petition for a taxicab rate increase as shown in the following chart.

Taxicab Rates and Charges	Current Rate	Certificate Holder Petition
First one-sixth of a mile or fraction thereof	\$3.50	\$4.00
Each subsequent one-sixth of a mile or fraction thereof	\$0.36	\$0.40
Waiting Time – For each 61 seconds of waiting time	\$0.36	\$0.40 (60 seconds)

The Board last approved a permanent change in taxicab rates in October 2014, when it adopted a 7.7 percent increase. The cost of gasoline in 2014 was \$3.55 per gallon. The current cost of gasoline in Fairfax County as of August 14, 2024, as reported by the American Automobile Association, is \$3.55 per gallon. More recently the Board of Supervisors addressed the increased cost of gasoline and economic impact on the taxicab industry by implementing several emergency taxicab fuel surcharges as reflected in the chart below. The last emergency taxicab fuel surcharge, \$1.00 per trip, expired on June 30, 2023. Since that time, the industry has not requested another emergency taxicab fuel surcharge but rather petitioned for a permanent increase to taxicab rates and charges.

April 12, 2022 – June 11, 2022		
Fuel \$4.06	Surcharge \$1.00	Average Trip Fare \$21.78
↓		
June 29, 2022 – December 29, 2022		
Fuel \$5.02	Surcharge \$2.00	Average Trip Fare \$22.78
↓		
December 30, 2022 – June 30, 2023		
Fuel \$3.51	Surcharge \$1.00	Average Trip Fare \$21.78
↓		
July 1, 2023 - Current		
Fuel \$3.62	No Surcharge	Average Trip Fare \$20.78

Fairfax County Code Section 84.1-6-2(d), states that rate change petitions will be analyzed by the Director, using information submitted under *Section 84.1-5-2* and other relevant data. The Director will use the standard change in the Fairfax County Taxicab Industry Price Index since the last adoption of rates (plus or minus two percent) in consideration of whether the request is justified.

Board Agenda Item
September 10, 2024

The Fairfax County Taxicab Industry Price Index (“Index”) is a weighted average of five readily available national indices compiled by the U.S. Bureau of Labor Statistics (BLS) that relate to the cost of providing taxicab services. The Index analysis determines the weighted change in the five economic indicators since the last adoption of taxicab rates, plus or minus two percent. Essentially, application of the Index formula yields a result that serves as the mid-point of a four percent range for consideration.

Taxicab Cost Element	BLS Index	Weight
Salaries, Wages, and Profits	CPI-U (All Items)	0.62
Vehicle Purchase	New Vehicles	0.14
Fuel	Motor Fuel	0.11
Insurance and Other	Private Transportation Services	0.08
Maintenance, Parts, and Equipment	Motor Vehicle Maintenance and Repairs	0.05
TOTAL COMPOSITE INDEX		1.00

The chart below reflects the change in the BLS Index from October 2014, the last time taxicab rates were adjusted, and April 2024. The Index results in a 34.5 percent change in the total composite index.

Taxicab Cost Element	BLS Index	Weight	OCT 2014	APR 2024	Percent Change	Weighted Change
Salaries, Wages, and Profits	CPI-U (All Items)	0.62	237.433	313.548	32.1%	20.0%
Vehicle Purchase	New Vehicles	0.14	146.306	178.250	21.8%	3.1%
Fuel	Motor Fuel	0.11	277.290	323.189	16.6%	1.8%
Insurance and Other	Private Transportation Services	0.08	444.443	839.077	88.8%	7.1%
Maintenance, Parts, and Equipment	Motor Vehicle Maintenance and Repairs	0.05	268.094	404.380	50.8%	2.5%
TOTAL COMPOSITE INDEX		1.00				34.5%

Board Agenda Item
September 10, 2024

The chart below shows the Index applied to the current taxicab rates, including the plus and minus two percent range from the Index result. *Fairfax County Code Section 84.1-6-2* states the Director will use this standard in consideration of whether the Certificate Holder Petition is justified. The analysis indicates the Certificate Holder Petition is justified based on the change in the Fairfax County Taxicab Industry Price Index.

Taxicab Rates and Charges	Current Rate (Est. 2014)	Certificate Holder Petition	Index Rate Minus 2%	Index Rate Result	Index Rate Plus 2%
First one-sixth of a mile or fraction thereof	\$3.50	\$4.00	\$4.62	\$4.71	\$4.80
Each subsequent one-sixth of a mile or fraction thereof	\$0.36	\$0.40	\$0.47	\$0.48	\$0.49
Waiting Time – For each 61 seconds of waiting time	\$0.36	\$0.40 (60 seconds)	\$0.47	\$0.48	\$0.49

For comparison, the chart below shows current taxicab rates, the Certificate Holder Petition, and the Index results.

Taxicab Rates and Charges	Current Rate (Est. 2014)	Certificate Holder Petition	Index Rate Result
First one-sixth of a mile or fraction thereof	\$3.50	\$4.00	\$4.71
Each subsequent one-sixth of a mile or fraction thereof	\$0.36	\$0.40	\$0.48
Waiting Time – For each 61 seconds of waiting time	\$0.36	\$0.40 (60 seconds)	\$0.48

Several surrounding jurisdictions have also reviewed similar requests for permanent taxicab rate changes and approved increases during 2022-2024. The following chart shows the taxicab fare for an average trip length (eight miles) in the region.

Jurisdiction	Initial Charge	Mileage Charge	First Mile Charge	Average Trip Charge	Wait Time
Fairfax County-Current	\$3.50	\$0.36 per 1/6 mile	\$5.66	\$20.78	\$0.36 per 61 seconds
Fairfax County-Cert Holder	\$4.00	\$0.40 per 1/6 mile	\$6.40	\$23.20	\$0.40 per 60 seconds
Fairfax County-Index Rate	\$4.71	\$0.48 per 1/6 mile	\$7.59	\$27.75	\$0.48 per 61 seconds
Arlington County	\$3.50	\$0.40 per 1/6 mile	\$5.90	\$22.70	\$0.40 per 56 seconds
City of Alexandria	\$5.00	\$0.52 per 1/5 mile	\$7.60	\$25.80	\$0.52 per 75 seconds
Prince William County	\$4.00	\$0.25 per 1/10 mile	\$6.50	\$24.00	\$0.25 per 32 seconds
Montgomery County, MD	\$4.00	\$0.50 per 1/4 mile	\$6.00	\$18.00	\$28.00 per one hour
Washington, DC	\$3.50	\$0.36 per 1/6 mile	\$5.66	\$18.62	\$25.00 per one hour

On May 21, 2024, the Consumer Protection Commission (CPC) held a public hearing on the proposed amendments. Aside from the certificate holder, no public testified in support or opposition of the proposed amendments. The CPC considered the Fairfax County Taxicab Industry Price Index, Certificate Holder Petition, and the taxicab rates of local jurisdictions. The CPC made a motion to recommend the Board of Supervisors approve proposed amendments to *Fairfax County Code Section 84.1-6-3*, Rates, fares, and charges established in accordance with the Taxicab Certificate Holder Petition as outlined below. This motion passed unanimously.

Taxicab Rates and Charges	Current Rate	Certificate Holder Petition
First one-sixth of a mile or fraction thereof	\$3.50	\$4.00
Each subsequent one-sixth of a mile or fraction thereof	\$0.36	\$0.40
Waiting Time – For each 60 seconds of waiting time	\$0.36 (61 seconds)	\$0.40

Staff confirms the Certificate Holder Petition is justified based on the change in the Fairfax County Taxicab Industry Price Index and recommends acceptance of the proposed amendments to *Fairfax County Code Section 84.1-6-3*, as petitioned by the Certificate Holder, and recommended by the Consumer Protection Commission.

Board Agenda Item
September 10, 2024

Should the proposed amendments be approved, the provisions of *Fairfax County Code Section 84.1-6-3* shall take effect upon adoption.

EQUITY IMPACT:

This action supports a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on principles associated with sustainability, diversity, and community health, a One Fairfax Policy Area of Focus.

The on-demand availability of safe and reliable taxicab service supports the County's Strategic Outcome Area: Mobility and Transportation and is important to the public well-being, especially for consumers unable to use public transportation and who rely on taxicab service for their basic transportation needs. According to the United States Census Bureau, 4.6 percent of the 415,855 households in Fairfax County have no vehicle. In 2022, taxicabs provided service to over 385,000 passengers including 1,522 wheelchair accessible trips.

The retention of taxicabs is also vital in maintaining transportation for students with disabilities and special needs to and from school. Specifically, *Fairfax County Code Section 84.1-7-1(c)* states "...every certificate holder having authority to operate 25 or more taxicabs will have at least four percent of those taxicabs which qualify as wheelchair accessible taxicabs." Taxicabs also provide transportation services through the TOPS – Transportation Options, Programs & Services program which provides subsidized transportation funds for eligible participants who live in Fairfax County, the City of Fairfax, and the City of Falls Church. This program supports the County's Strategic Outcome Area: Empowerment and Support for Residents Facing Vulnerability by using the existing taxicab framework to cross-collaborate with County and Schools efforts to provide residents with transportation services, enabling them to travel affordably, safely, and independently.

This action will provide relief to the taxicab companies and drivers who may be suffering economic hardship from high costs associated with operating taxicabs. This may also help retain current drivers and recruit new drivers, supporting the County's Strategic Outcome Area: Economic Opportunity.

FISCAL IMPACT:

Fairfax County Public Schools (FCPS) have several contracts with taxicab companies for special needs transportation. Payments under these contracts are in accordance with the current rates set forth in *Fairfax County Code Section 84.1-6-3*. While FCPS will experience an operational impact from an increase in taxicab rates, the retention of taxicab drivers is vital in maintaining transportation for students with disabilities and special needs to and from school.

FCPS estimates an 8.14 percent average increase for the taxicab contracts used for transportation. FCPS has confirmed they can absorb the increased costs within the FCPS transportation budget appropriation.

The Department of Neighborhood and Community Services (DNCS) administers the TOPS – Transportation, Options, Programs & Services program. TOPS connects riders with a variety of transportation modes and options, enabling them to travel affordably, safely, and independently. While the program participants are responsible for the full cost of the transportation fare, the TOPS program provides subsidized transportation funds for eligible participants in Fairfax County, the City of Fairfax, and the City of Falls Church. In calendar year 2023, TOPS had 508 participants take 4,303 taxicab trips, approximately 359 trips per month. The FY 2024 average taxicab fare for TOPS participants is \$18.60. Should the Board of Supervisors approve the proposed amendments, the average taxicab fare for TOPS participants would increase to approximately \$21.26. Based on the proposed amendments, DNCS estimates an increase of \$11,447 to TOPS participants annually based on 4,303 taxicab trips taken using the TOPS transportation debit card. This results in an increase of \$23 annually per TOPS participant but maintains transportation options for eligible older adults, persons with disabilities, and those with limited income.

ENCLOSED DOCUMENTS:

Attachment 1 – Fairfax County Code Section 84.1-6-3 – Strike Through
Attachment 2 – Fairfax County Code Section 84.1-6-3 – Clean

STAFF:

Ellicia L. Seard-McCormick, Deputy County Executive
Rebecca L. Makely, Director, Department of Cable and Consumer Services
Amanda K. Kastl, Department of Cable and Consumer Services

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

**AN ORDINANCE AMENDING
CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
PUBLIC TRANSPORTATION**

Draft of August 14, 2024

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Fairfax County Code Section 84.1-6-3 relating to taxicab rates, fares and charges.

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

1. That Section 84.1-6-3 of the Fairfax County Code is amended and readopted as follows:

Section 84.1-6-3. - Rates, fares, and charges established.

- (a) Rates, fares, and charges for transportation and related services performed by certificate holders and their driver agents to the riding public will be established as set forth herein upon the approval by ordinance by the Board.
- (b) It will be unlawful for the certificate holder or any taxicab driver to charge, or to knowingly allow to be charged, any rate, fare or charge except as provided in this Article.
- (c) Taxicab rates and charges.

(1) Maximum Mileage Rate:

First one-sixth of a mile or fraction thereof ~~\$3.50~~ \$4.00

Each subsequent one-sixth of a mile or fraction thereof ~~\$0.36~~ \$0.40

(2) Additional Passenger Rate.

For each passenger over 12 years of age, entering and departing the taxicab at the same location as any other passenger\$1.00

When more than one passenger enters a taxicab at the same time bound for different destinations, the fare will be charged as follows: Whenever a passenger gets out the fare will be paid and the meter will be reset, at the next destination when the passenger gets out the fare will be paid, and the meter will be reset.

- (3) Waiting Time - For each ~~61~~ 60 seconds of waiting time ~~\$0.36~~ \$0.40

Time begins five minutes after the appointed pickup time and arrival at the place where the taxicab was called. (No time will be charged for early response to the call.) Waiting time may be charged while the taxicab is stopped, or slowed for traffic for a speed less than ten miles per hour. While such time is charged, there will be no charge for mileage. Waiting time shall be charged for time consumed for delays or stopovers in route at the direction of the passenger. Waiting time shall not be charged for time not directly related to transporting a passenger to his or her destination.

- (4) Other Charges - The following charges are authorized only when the driver informs the passenger of such charges at the point of pickup.

Luggage - per item, only when handled by the driver\$1.00

Personal service - Each time the driver is required to leave the vicinity of the taxicab at the request of the passenger will constitute a separate personal service, except no such charge will be made for persons with disabilities\$1.00

- (5) All service animals and service animals in training will be transported and free of charge when accompanying persons with disabilities. All other animals will be transported at the discretion of the driver and only if the passenger agrees to keep the animal under control. The charge to transport each such animal\$1.00

- (6) Tolls paid by the driver along a route to a passenger's destination may be added to the passenger's fare provided the passenger was informed of the toll and given the option of taking an alternative route which does not require the payment of the toll. If more than one passenger is transported, the driver may not recover more than the total toll actually paid during the trip.

- (7) Where the taxicab driver paid an airport surcharge the surcharge may be added to the passenger's fare.

- (d) A cleaning charge of \$25.00 will be imposed if the taxicab is left in an unsanitary condition which requires the taxicab to be removed from service and cleaned immediately after completion of the trip.

- (e) A rate card and complaint notice provided by the Department s will be posted in each taxicab in such a manner as to be easily visible to all passengers in a taxicab. The complaint notice will advise passengers that comments and complaints about taxicab service may be directed to the Fairfax County Department of Cable and Consumer Services, and the notice will include the

address and phone number to which such comments and complaints may be forwarded.

(f) When a driver has taken into a taxicab a passenger for transportation and has actually begun the transportation of such passenger, no other person will be received by the driver into such taxicab until the destination is reached, without the consent of such original passenger. No charge will be made for an additional passenger except when the additional passenger rides beyond the original passenger's destination, and then only for the additional distance traveled.

(g) Operators may offer to senior citizens and persons with disabilities discounts for taxicab service for all applicable rates and charges for transportation and other services.

(1) Any operator offering such a discount rate must notify the Director of the discount program no later than 30 calendar days prior to the offering and no later than 30 days prior to its modification or discontinuance.

(2) Any such discount rate and the eligibility criteria for the discount rate must be posted by the operator offering the discount in each taxicab for which it holds a certificate.

(3) Notice of any discontinuance or modification of a discount rate must be posted by the operator in each taxicab for which it holds a certificate 30 calendar days prior to being discontinued or modified.

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

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of September, 2024.

Jill G. Cooper
Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING
CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
PUBLIC TRANSPORTATION**

Draft of August 14, 2024

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Fairfax County Code Section 84.1-6-3 relating to taxicab rates, fares and charges.

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

1. That Section 84.1-6-3 of the Fairfax County Code is amended and readopted as follows:

Section 84.1-6-3. - Rates, fares, and charges established.

- (a) Rates, fares, and charges for transportation and related services performed by certificate holders and their driver agents to the riding public will be established as set forth herein upon the approval by ordinance by the Board.
- (b) It will be unlawful for the certificate holder or any taxicab driver to charge, or to knowingly allow to be charged, any rate, fare or charge except as provided in this Article.
- (c) Taxicab rates and charges.
 - (1) Maximum Mileage Rate:
 - First one-sixth of a mile or fraction thereof \$4.00
 - Each subsequent one-sixth of a mile or fraction thereof \$0.40
 - (2) Additional Passenger Rate.
 - For each passenger over 12 years of age, entering and departing the taxicab at the same location as any other passenger\$1.00
 - When more than one passenger enters a taxicab at the same time bound for different destinations, the fare will be charged as follows: Whenever a passenger gets out the fare will be paid and the meter will be reset, at the next destination when the passenger gets out the fare will be paid, and the meter will be reset.

(3) Waiting Time - For each 60 seconds of waiting time \$0.40

Time begins five minutes after the appointed pickup time and arrival at the place where the taxicab was called. (No time will be charged for early response to the call.) Waiting time may be charged while the taxicab is stopped, or slowed for traffic for a speed less than ten miles per hour. While such time is charged, there will be no charge for mileage. Waiting time shall be charged for time consumed for delays or stopovers in route at the direction of the passenger. Waiting time shall not be charged for time not directly related to transporting a passenger to his or her destination.

(4) Other Charges - The following charges are authorized only when the driver informs the passenger of such charges at the point of pickup.

Luggage - per item, only when handled by the driver\$1.00

Personal service - Each time the driver is required to leave the vicinity of the taxicab at the request of the passenger will constitute a separate personal service, except no such charge will be made for persons with disabilities\$1.00

(5) All service animals and service animals in training will be transported and free of charge when accompanying persons with disabilities. All other animals will be transported at the discretion of the driver and only if the passenger agrees to keep the animal under control. The charge to transport each such animal\$1.00

(6) Tolls paid by the driver along a route to a passenger's destination may be added to the passenger's fare provided the passenger was informed of the toll and given the option of taking an alternative route which does not require the payment of the toll. If more than one passenger is transported, the driver may not recover more than the total toll actually paid during the trip.

(7) Where the taxicab driver paid an airport surcharge the surcharge may be added to the passenger's fare.

(d) A cleaning charge of \$25.00 will be imposed if the taxicab is left in an unsanitary condition which requires the taxicab to be removed from service and cleaned immediately after completion of the trip.

(e) A rate card and complaint notice provided by the Department s will be posted in each taxicab in such a manner as to be easily visible to all passengers in a taxicab. The complaint notice will advise passengers that comments and complaints about taxicab service may be directed to the Fairfax County Department of Cable and Consumer Services, and the notice will include the

address and phone number to which such comments and complaints may be forwarded

(f) When a driver has taken into a taxicab a passenger for transportation and has actually begun the transportation of such passenger, no other person will be received by the driver into such taxicab until the destination is reached, without the consent of such original passenger. No charge will be made for an additional passenger except when the additional passenger rides beyond the original passenger's destination, and then only for the additional distance traveled.

(g) Operators may offer to senior citizens and persons with disabilities discounts for taxicab service for all applicable rates and charges for transportation and other services.

(1) Any operator offering such a discount rate must notify the Director of the discount program no later than 30 calendar days prior to the offering and no later than 30 days prior to its modification or discontinuance.

(2) Any such discount rate and the eligibility criteria for the discount rate must be posted by the operator offering the discount in each taxicab for which it holds a certificate.

(3) Notice of any discontinuance or modification of a discount rate must be posted by the operator in each taxicab for which it holds a certificate 30 calendar days prior to being discontinued or modified.

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

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of September, 2024.

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 10, 2024

3:00 p.m.

Public Hearing on AF 2024-SP-00001 (AR 98-S-001-03) (Bierly Local Agricultural and Forestal District Renewal) to Permit Renewal of an Existing Agricultural and Forestal District, Located on Approximately 23.9 Acres of Land (Springfield District)

This property is located at 8833, 8834 Lake Hill Drive, 9601, 9611 Hampton Rd., Fairfax Station, 22079. Tax Map 106-1 ((3))9Z, 106-1 ((3))10Z, 106-1 ((3)) 18Z, 106-1 ((1))14Z, 106-1 ((1))16Z.

This public hearing was deferred by the Board on July 30, 2024, at 4:00 p.m. to September 10, 2024.

PLANNING COMMISSION RECOMMENDATION:

On June 26, 2024, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend that the Board of Supervisors approve AF 2024-SP-00001 and amend Appendix F of the *County Code* to renew the Bierly Local Agricultural and Forestal District, subject to Ordinance Provisions dated June 12, 2024.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Nathalie Degraff, Planner, DPD

Board Agenda Item
September 10, 2024

3:00 p.m.

Public Hearing on AF 2023-SP-00007 (AR 2016-SP-001-01) (Dyer Local Agricultural and Forestal District Renewal) to Permit Renewal of an Existing Agricultural and Forestal District, Located on Approximately 39.22 Acres of Land (Springfield District)

This property is located at 6501 Colchester Rd., Fairfax Station, 22039. Tax Map 76-3 ((1)) 8Z.

This public hearing was deferred by the Board on July 30, 2024, at 4:00 p.m. to September 10, 2024.

PLANNING COMMISSION RECOMMENDATION:

On June 26, 2024, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend that the Board of Supervisors approve AF 2023-SP-00007 and amend Appendix F of the *County Code* to renew the Dyer Local Agricultural and Forestal District, subject to Ordinance Provisions dated June 12, 2024.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

William Nance, Planner, DPD

Board Agenda Item
September 10, 2024

3:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA 2023-III-1FC(A), Fair Lakes Study, Phase I, Located North of Interstate 66 Between West Ox Road and Stringfellow Road (Springfield District)

ISSUE:

Plan amendment SSPA 2023-III-1FC(A) represents Phase I of a two-phase study of the Comprehensive Plan recommendations for Sub-unit E1 of the Fairfax Center Area, which consists of the Fair Lakes development. Phase I of this amendment considers limited editorial revisions to the sub-unit recommendations, as well as a site-specific Plan option for Tax Map Parcel 45-4 ((11)) A2, which was formerly planned and developed with a 54k sf office use. The site-specific Plan option would support redevelopment of the vacant 4.3-acre site with up to 400k sf of multifamily residential use consisting of up to 400 units, subject to adopted sub-unit guidelines and additional recommendations.

PLANNING COMMISSION RECOMMENDATION:

On June 12, 2024, the Planning Commission voted 10-0 (Commissioner Murphy and Carter were absent from the meeting) to recommend to the Board of Supervisors the adoption of the staff recommendations for SSPA 2023-III-1FC(A), as found on pages 27 to 35 of the staff report dated May 22, 2024.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission Public Hearing – June 12, 2024
Board of Supervisors' Public Hearing – September 10, 2024

BACKGROUND:

On April 11, 2023, the Board of Supervisors authorized a study [SSPA 2023-III-1FC] of the Comprehensive Plan recommendations for Sub-unit E1 ("Fair Lakes") of the Fairfax Center Area in the Springfield Supervisor District. On September 12, 2023, the Board re-authorized the study as a two-phase approach:

Board Agenda Item
September 10, 2024

- Phase I [SSPA 2023-III-1FC(A)] to consider land use and density/intensity recommendations for two specific parcels within the Fair Lakes study area [Tax Map Parcels 45-4 ((11)) A2 and 55-2 ((1)) 9A], which had both submitted concurrent rezoning applications, as well as limited editorial revisions to the sub-unit recommendations, and;
- Phase II [SSPA 2023-III-1FC(B)] to conduct a larger visioning and land use study for the entire Plan sub-unit.

Since the Phase I review began, development activity for Tax Map Parcel 55-2 ((1)) 9A was paused by the developers, while progress on the proposal for Tax Map Parcel 45-4 ((11)) A2 continued on the original schedule. Therefore, the current staff report and recommendation include only the site-specific proposal for Tax Map Parcel 45-4 ((11)) A2, in addition to the proposed Sub-unit E1 editorial revisions. The editorial revisions would apply the adopted Fair Lakes Development Option land use Vision and Design Guidelines to all development and redevelopment in the Sub-unit. The site-specific language includes recommendations related to tree buffers along Fair Lakes Parkway and building heights. The paused site-specific proposal for Tax Map Parcel 55-2 ((1)) 9A remains on the Comprehensive Plan Amendment Work Program and will advance through the planning process once re-activated by the nominator.

A Planning Commission hearing for the concurrent rezoning (RZPA 2023-SP-00033) for the active site-specific proposal has been scheduled for September 18, 2024.

EQUITY IMPACT:

The Plan amendment supports One Fairfax Policy Area of Focus #2 “Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport” by supporting the creation of additional housing in an established mixed-use center with available transportation alternatives. The site is within walking distance of retail areas, as well as office and other employment uses, and has access to multiple bus routes and two regional trails. The Plan amendment was advertised for comment on the County website and email listserv, and reviewed by the community in a series of meetings with the Springfield Land Use Committee.

FISCAL IMPACT:

None.

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September 10, 2024

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive is available online at:
[Planning Commission Meetings Video Archive - Fairfax County, Virginia](#)

The Staff Report for SSPA 2023-III-1FC(A) has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/Documents/compplanamend/fair-lakes-study-p1/SSPA-2023-III-1FCA-Staff-Report.pdf>

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Graham Owen, Branch Chief, Policy & Plan Development Branch, PD, DPD
Michael Lynskey, Planner III, Policy & Plan Development Branch, PD, DPD

Board Agenda Item
September 10, 2024

3:30 p.m.

Public Hearing to Consider Adopting an Ordinance Expanding the Madison Residential Permit Parking District, District 11 (Hunter Mill District)

ISSUE:

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 Madison Residential Permit Parking District (RPPD), District 11, to include Carey Lane from Jerry Lane to Vale Road.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G of the Fairfax County Code to expand the Madison RPPD, District 11.

TIMING:

On June 25, 2024, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix G of the Fairfax County Code. The public hearing will be held on September 10, 2024, at 3:30pm.

BACKGROUND:

Section 82-5A-4(a) of The Code of the County of Fairfax, Virginia, authorizes the Board to establish and/or expand a RPPD encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that at least 75 percent of the land abutting each block within the proposed District is developed residential. 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.

Residents of Carey Lane have petitioned for inclusion in the existing Madison RPPD due to a high number of student vehicles parked on the residential street during school hours. Staff has verified that the petitioning blocks are within 2,000 feet walking

Board Agenda Item
September 10, 2024

distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Madison High School and thus qualify for inclusion in the RPPD. Staff has also verified that all other requirements to expand the RPPD discussed above have been met.

EQUITY IMPACT:

The project area is located within a low vulnerability index. More than 17% of residents in this Census tract are in low-income occupations, and approximately 23% of the residents have low educational attainment. Generally, the establishment of residential parking restrictions to prohibit non-resident vehicles during restriction hours supports One Fairfax Focus Area 12, a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations by reducing the number of vehicles traveling on the street, leading to fewer vehicle emissions in the affected residential environment. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:

Funding in the amount of approximately \$1,125 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

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

STAFF:

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax, Virginia*, by adding the following street block in Appendix G-11, Section (b)(2), Madison Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

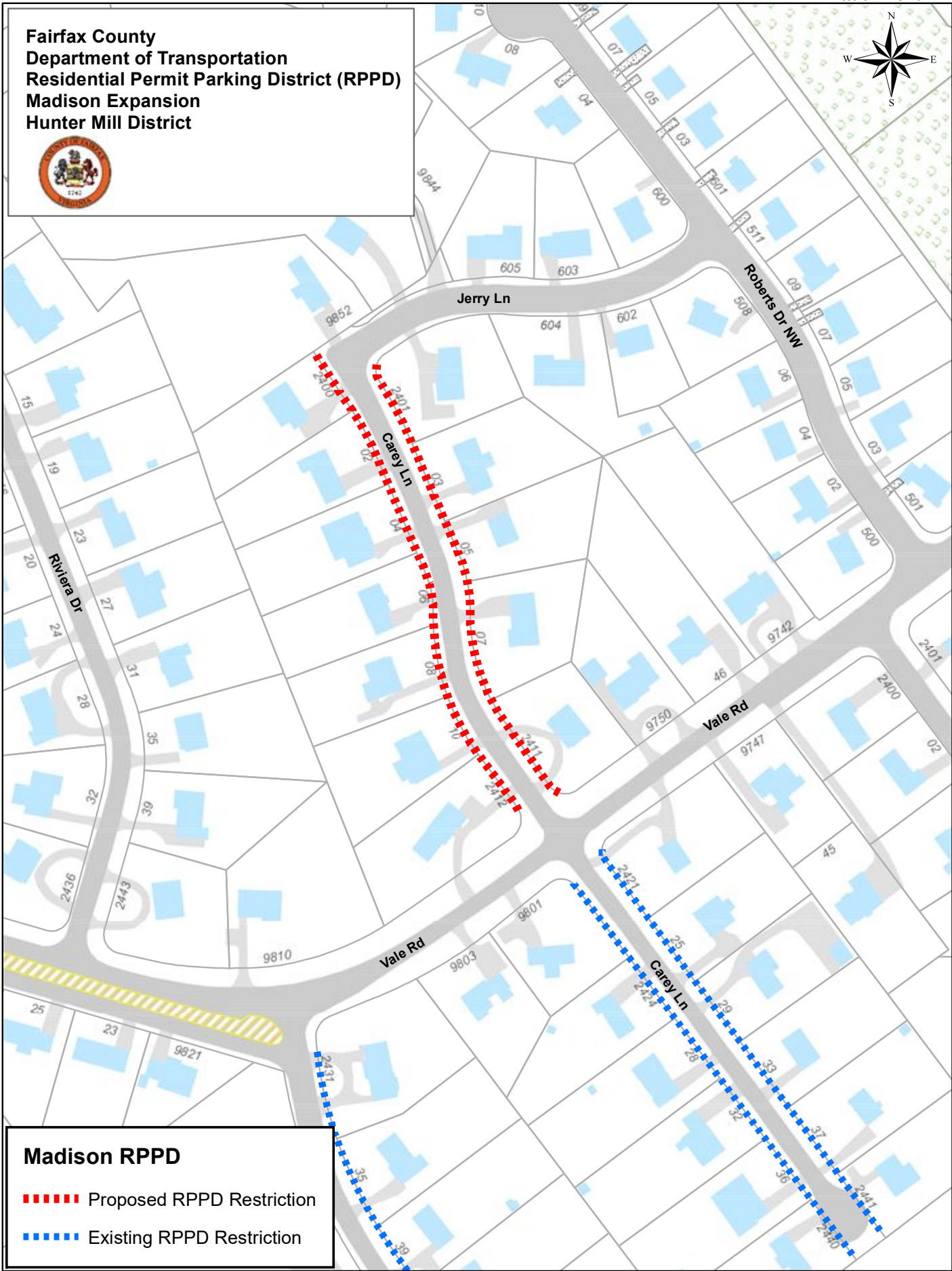
Carey Lane:

From Vale Road to end

From Vale Road to Jerry Lane



Fairfax County
Department of Transportation
Residential Permit Parking District (RPPD)
Madison Expansion
Hunter Mill District



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3:30 p.m.

Public Hearing to Consider Proposed Amendments to the Uniformed Retirement Systems Ordinances

ISSUE:

Proposed amendments to Article 3 of Chapter 3 of the Code of the County of Fairfax which set forth the ordinance for the Fairfax County Uniformed (URS) Retirement System.

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed amendment to the URS ordinance for the purpose of adding certain provisions with respect to active-duty military service and other public safety service purchases. The URS Board of Trustees have reviewed and support the proposed amendments.

TIMING:

On June 25, 2024, the Board authorized a public hearing, which will be held on September 10, 2024, at 3:30 p.m..

BACKGROUND:

The Board approved amendments to the Code for the URS, based on the Collective Bargaining Agreements between Fairfax County and IAFF Local 2068 and the Police Benevolent Association. Those amendments allowed URS members who are firefighters or sworn members of the Fairfax County Police Department to purchase up to four years of service credit for prior active-duty military service in the armed forces of the United States,

As presented to the Board at their June 18, 2024, Personnel Committee, the amendments presented here are to allow:

- All members of URS (including Sheriff's Deputies, Helicopter Pilots, and Public Safety Communicators) to purchase up to 4 years of prior active-duty military service in the armed forces of the United States, and
- All members of URS to purchase up to 4 years of prior service as a full-time public safety employee of another federal, state, or local government agency in the United States or of a private university located in the United States

Board Agenda Item
September 10, 2024

The ordinance for the URS needs to be amended to allow these purchases to be made, as detailed in the Attached Code amendments.

EQUITY IMPACT:

None.

FISCAL IMPACT:

The full cost of any service purchased will be paid by the member, resulting in no increase in the unfunded liability of the systems at the time of the purchase. As reflected in the attached letters from the systems' actuary, Cheiron, has re-confirmed that the cost to the retirement system is expected to be immaterial. The calculations developed by the actuary to determine the members' cost for purchase of service credits will be re-evaluated on an annual basis and revised as needed. Although there is no cost incurred by the County at the time of the service purchase, the systems will assume the risk that all actuarial assumptions will be met for purchased service credits. If the system experiences investment losses, due to returns falling short of the assumption, or liability losses, such as those resulting from improvements to member mortality, then the increase in unfunded liability will be amortized and included in the employer contribution rates paid by the County. The magnitude of the impact of purchased service credits will depend on the number of members utilizing this option but is not anticipated to be significant. .

ENCLOSED DOCUMENTS:

Attachment 1: Amendments to Chapter 3, Article 3

Attachment 2: Letter from the actuary for the Uniformed Retirement System

STAFF:

Christina Jackson, Deputy County Executive/Chief Financial Officer

Jeff Weiler, Executive Director, Retirement Administration

Linnaea Jablonski, Director, Department of Human Resources

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney

Patricia Moody McCay, Senior Assistant County Attorney

**AN ORDINANCE AMENDING CHAPTER 3 OF THE FAIRFAX COUNTY
CODE, RELATING TO PURCHASE OF SERVICE CREDIT
FOR PRIOR ACTIVE-DUTY MILITARY SERVICE AND PRIOR PUBLIC
SAFETY SERVICE**

**AN ORDINANCE to amend Chapter 3, Article 3 the Fairfax County
Code by adding Section 3-3-25.2 Purchase of Service Credit for Prior
Active-Duty Military Service and for Prior Public Safety Service.**

Draft of May 30, 2024

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

- 1. That Chapter 3, Article 3 of the Fairfax County Code is amended, as follows:**

**Section 3-3-25.2. Purchase of Service Credit for Prior Active-Duty
Military Service and for Certain Members, Prior Law Enforcement
Public Safety Service.**

- (a) ~~Any member in active service who is a uniformed member of the Fairfax County Fire and Rescue Department may purchase service credit for prior active-duty military service in the armed forces of the United States, provided that the discharge from a period of active-duty status with the armed forces was not dishonorable. Any member in active service who is a sworn member for the Fairfax County Police Department may purchase service credit for:~~ (1) service as a full-time sworn **public safety** employee of another federal, state, or local government agency in the United States or of a public or private university located in the United States; and (2) prior active-duty military service in the armed forces of the United States, provided that the discharge from a period of active-duty status with the armed forces was not dishonorable.
- (b) No member in service shall be allowed to purchase more than a total of four (4) years of service credit. Nor shall any member in service be allowed to purchase service credit included in the calculation of any retirement allowance received or to be received by the member from this System or any other retirement system, or if there is a balance in a defined contribution account that serves as a primary retirement account related to such service, except as otherwise required by Chapter 1223 of Title 10 of the United States Code, as amended. Service credit purchased pursuant to this Section shall apply to the calculation of the member's retirement allowance and the calculation of the member's retirement eligibility but shall not apply to the vesting requirements of this System.
- (c) Service credit purchased pursuant to this Section shall be credited to a

member only for each full month of service, as indicated on the member's DD-214 or NGB Form 22 submitted to the Fairfax County Retirement Administration Agency ("RAA").

(d) For purposes of this Section:

1. "Active-duty military service" shall mean full-time service of at least one-hundred-eighty (180) consecutive days in the United States Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, or reserve components thereof (including the National Guard); and
2. "State" shall include the District of Columbia and any territory of the United States.
3. "Public safety" shall include sworn or uniformed law enforcement service, uniformed fire and emergency medical service, public safety communicators or emergency dispatch, and helicopter pilots ~~who provided emergency service response for federal, state, or local government agencies.~~

(e) A member may make payment for service credits covered under this Section in a lump sum at the time of purchase, through the transfer of funds from another retirement account, as permitted by and consistent with federal and state law, or by a payment plan with a maximum duration of forty-eight (48) months, or any combination thereof. Regardless of the method of payment, the member shall be responsible for paying the full costs of the service credits, including any increase in cost due to the timing of payments. In addition, any member who chooses a payment plan shall enter into a contract with the RAA, which shall be responsible for calculating the total cost of the purchase, including any applicable interest. The contract shall provide that, in the event the member terminates the payment plan prior to making full payment, the member shall only be credited service credits equivalent to the total amount of the payments made prior to the termination.

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

3. This amendment is effective upon adoption. Any application received within 30 days of adoption will be treated as received as of July 1, 2024.

GIVEN under my hand this ___ day of _____ 2024.

1
2

Jill G. Cooper
Clerk for the Board of Supervisors



June 10, 2024

Mr. Jeffrey Weiler
Executive Director
12015 Lee Jackson Memorial Highway, Suite 350
Fairfax, Virginia 22033

Re: Uniformed Retirement System Additional Proposed Ordinance Change

Dear Jeff:

As requested, we are writing to provide the actuarial impact of an additional change to the Uniformed Retirement System (URS) ordinance. It is our understanding that the change to the ordinance, effective July 1, 2024, provides any Uniformed member in active service the ability to purchase: 1) service credit as a full-time public safety employee of another federal, state, or local government agency in the US or of a public or private university located in the US and 2) prior active-duty military service in the armed forces of the United States, provided that the discharge from a period of active-duty status with the armed forces was not dishonorable.

Overall, the cost of these changes would be immaterial to the System. That is because the full cost of the projected increase in the present value of benefits due to the service purchase would be paid to the System assets making the plan whole. This payment would be made through one of three options: a) a lump sum, b) payment plan with a maximum duration of 48 months, or c) transfer of funds from another retirement account.

This letter was prepared exclusively for the Fairfax County Retirement Systems for the purpose described herein. Other users of this letter are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to any other user.

This letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices, and our understanding of the Code of Professional Conduct, and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board, as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this letter. This letter does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston, FSA
Principal Consulting Actuary

Coralie Taylor, FSA
Consulting Actuary

Board Agenda Item
September 10, 2024

3:30 p.m.

Public Hearing on Proposed Plan Amendment 2023-CW-1CP, For-Sale Workforce Dwelling Unit Policy and Program

ISSUE:

Plan Amendment (PA) 2022-CW-1CP proposes changes to the Housing and Land Use Elements of the Policy Plan, the Plan's Glossary, and the Area Plan volumes of the Comprehensive Plan related to for-sale Workforce Dwelling Units (WDUs) to consider changes based on the WDU For-sale Policy Task Force's recommendations.

PLANNING COMMISSION RECOMMENDATION:

On June 12, 2024, the Planning Commission voted 10-0 (Commissioners Murphy and Carter were absent from the meeting) to recommend to the Board of Supervisors adoption of the staff recommendation for PA 2023-CW-1CP as shown, as found in the staff report dated May 22, 2024.

The Planning Commission also voted 10-0 (Commissioners Murphy and Carter were absent from the meeting) to recommend to the Board of Supervisors that it direct staff to prepare an action item to revise these rates based on the annual increase in Consumer Price Index and to outline procedures for the regular update.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission, Public Hearing – June 12, 2024
Board of Supervisors' Public Hearing – September 10, 2024

BACKGROUND:

Fairfax County's Guidelines for the Provision of Workforce Housing (WDU Policy), a component of the Comprehensive Plan's Policy Plan, recommend residential development proposals, including proposals with a residential component, commit a percentage of units be available for eligible households at affordable rates. The county administers programs to encourage the provision of both for-sale and rental WDUs in line with the policy. The for-sale WDU policy currently applies to proposed

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developments within the county's designated mixed-use centers, including the Tysons Urban Center, suburban centers, transit station areas (TSAs), and community business centers (CBCs). This countywide policy is designed to encourage affordable homeownership opportunities to households with a range of incomes from up to 80% to a maximum of 120% of the Area Median Income (AMI).

The Board of Supervisors appointed the WDU For-sale Policy Task Force to address challenges with and provide recommendations for changes to the for-sale WDU Policy. The task force included affordable housing advocates, representatives from the market development industry, members of the Planning Commission and the Redevelopment and Housing Authority, and staff from Departments of Housing and Community Development and Planning and Development. The Task Force met from April through October 2023 and evaluated such topics as income levels served in the program, the number of units produced and sold, WDU sales prices, the financial impact of shifting targeted affordability ranges, resale best practices, term controls, and geographic applicability of the policy. The task force considered options to maximize the potential of the for-sale WDU program to serve low- and moderate-income families, while maintaining project feasibility.

On December 5, 2023, the Board of Supervisors (Board) authorized consideration of a Comprehensive Plan amendment for the WDU for-sale policy based on recommendations of the task force. The proposed amendment considers the following general policy changes, based on the task force recommendations:

- Shift the affordability level of the program from up to 80% to 120% AMI, to up to 70% to 100% AMI.
- Expand guidance on proportionality of bedroom counts between the WDU and market rate units in a development with flexibility for family-sized units (units with three bedrooms or more); and,
- Extend the geographic applicability of the policy to properties outside of development centers that are planned and zoned for 8 dwelling units per acre (du/ac) or more.

Editorial and other related changes are proposed to better align elements of the rental and for-sale WDU policies, to better accommodate larger household sizes and families, and to bring the WDU recommendations in certain Area Plans in the Comprehensive Plan closer to the countywide policy in the Policy Plan of the Comprehensive Plan. The latter revisions would remove Area Plan recommendations that are duplicative of the countywide policy and replace them with a reference to the countywide policy, as necessary. In addition, revisions and actions related to guidance on monetary contributions are proposed.

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A full description of the changes proposed with the amendment is contained in the staff report, which is provided below in the Enclosed Documents section.

EQUITY IMPACT:

The Plan amendment supports the One Fairfax Policy Area of Focus #2 “Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county...” by expanding the policy expectation for inclusionary, for-sale workforce housing to lower income levels. The proposed changes will also address the demand for affordable family-sized bedrooms through new expectations for bedroom mixes and room sizes. The Plan amendment recommends expanding the geographic applicability of the WDU policy to certain properties outside of development centers to increase the supply of land where inclusionary housing policies could be implemented through development. As stated in the Communitywide Housing Strategic Plan, “when everyone has access to housing that is affordable for them: positive outcomes are more likely for families and children, including better educational outcomes for children and better health outcomes for people of all ages. People have better prospects for upward economic mobility and self-sufficiency. Employers can hire workers who are able to live close to where they work, and there is less congestion on our roads. Persons with disabilities have access to housing that is appropriate for their needs and the elderly are more able to age in place.” This Plan amendment will aim to increase access to opportunities and contribute to the prosperity of all residents.

Stakeholders and other community groups were engaged in the amendment process. The Plan amendment was presented for discussion and comment to the general public via community meetings, as well as to numerous associations and organizations throughout the county.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive available online at:
[Planning Commission Meetings Video Archive - Fairfax County, Virginia](#)

The Staff Report for PA 2022-III-FC1 has been previously furnished and is available online at: https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/Documents/compplanamend/for-sale-wdu/2023-CW-1CP_Staff-Report.pdf

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The Workforce Dwelling Unit For-Sale Policy Task Force Recommendations:
<https://www.fairfaxcounty.gov/boardofsupervisors/sites/boardofsupervisors/files/Assets/Recommendations-of-the-Workforce-Dwelling-Unit-For-Sale-Task-Force.pdf>

STAFF:

Christopher Leonard, Deputy County Executive
Tom Fleetwood, Director, Housing and Community Development (HCD)
Tracy Strunk, Director, Department of Planning and Development (DPD)
Anna Shapiro, Deputy Director, HCD
Kelly Atkinson, Director, Planning Division (PD), DPD
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William Mayland, Deputy Zoning Administrator, Zoning Administration Division, DPD
Graham Owen, Branch Chief, Policy & Plan Development Branch, PD, DPD
Grace Highman, Affordable and Workforce Housing Program Administrator, (AHD) HCD
Lia Niebauer, Planner II, Policy & Plan Development Branch, PD, DPD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney

4:30 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Data Centers

ISSUE:

The proposed Zoning Ordinance amendment revises the permissions and adds or revises the use-specific standards for data centers to address issues of compatibility with surrounding uses, noise, and aesthetics.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on June 5, 2024, and deferred the decision to June 6, 2024. On June 6, 2024, the Commission voted 9 – 0 to recommend to the Board adoption of the proposed Zoning Ordinance amendment, as set forth in the Staff Report dated May 17, 2024, and where options are presented in the Staff Report, the Commission recommended approval of Option 1. In addition, the Commission recommended revising the proposed standard in subsection 4102.6.A(4) for the setback from a residential lot line to require a data center building to be located at least 200 feet from a residential lot line and any ground-level equipment to be located at least 500 feet from a residential lot line, unless it is separated from the residential lot line by the data center building. The 500-foot setback would apply to any equipment, including cooling equipment, generators, accessory substation, or other power equipment that is mounted on the ground. The Commission also recommended revising the proposed standard in subsection 4102.6.A(5) to require a one-mile setback from a Metro station entrance. Lastly, the Commission recommended adding provisions relating to previous approvals to Appendix 1 for the data centers amendment as follows:

For all applications for rezonings and related development plans and special exceptions, site plans, and building permits approved before the effective date of this amendment, the applicant/owner may continue under their previous approval. Required subsequent plan and permit submissions may be accepted and new approvals may be granted, consistent with those prior approvals. Revisions to such prior approvals may be approved if they do not aggravate conflicts with this amendment.

The text as recommended by the Planning Commission is included in Attachment 3.

On June 12, 2024, the Planning Commission voted 9 – 0 to approve two follow-on motions to recommend to the Board the following actions:

- Direct staff to initiate discussions with Dominion and the Northern Virginia Electric Cooperative (NOVEC) on procedures to ensure coordinated County input

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on utility infrastructure for data center applications and enhanced coordination on utility infrastructure planning to inform County land use decisions; and

- Direct the Department of Public Works and Environmental Services to monitor the wastewater issues and concerns identified collaboratively by Fairfax Water and the Upper Occoquan Service Authority (UOSA) and to report back to the Board of Supervisors and Planning Commission any findings and recommendations from that study, as it becomes available.

RECOMMENDATION:

The County Executive recommends that the Board adopt a Zoning Ordinance amendment for data centers.

TIMING:

The Board authorized advertisement of the public hearings for this amendment on March 19, 2024, and May 7, 2024. The Planning Commission public hearing was held on June 5, 2024, at 7:00 p.m., with the decision deferred to and a recommendation made on June 6, 2024, at 7:30 p.m. The Board public hearing will be held on September 10, 2024, at 4:30 p.m.

BACKGROUND:

The proposed Zoning Ordinance amendment revises the permissions and use-specific standards for data centers.

Permissions

With the proposed amendment, data centers would continue to be allowed in the C-3, C-4, I-2, I-3, I-4, I-5, I-6, PDC, and PTC zoning districts. A data center would be allowed by right if it meets the use-specific standards, or certain of the standards could be modified with special exception approval. The amendment proposes to remove the permission for a data center in the PRC District (Town Center and Convention/Conference Center areas). In addition, the amendment proposes to revise the permissions in the planned districts to require special exception approval.

To provide flexibility for the Board, the permissions options have been broadly advertised to allow the Board to adopt any permission (other than special permit) – including permitted, SE, permitted if shown on an approved development plan, and/or not permitted in certain districts.

Use Standards and Submission Requirements

The new and revised standards are listed in the following table.¹ The standards and advertised options are further described below.

	By-right standards	SE standards
Equipment screening/enclosure <i>(revised)</i>	All districts	Same
Maximum building size <i>(revised)</i>	C-3, C-4: 40,000 SF I-2, I-3, I-4: 80,000 SF	Size limit may be exceeded; zoning district FAR still applies
Setback from residential <i>(new)</i>	200 feet (<i>PC: 200 feet for the building; 500 feet for ground-level equipment unless separated from the residential by the building</i>)	SE for lesser distance
Distance from Metro <i>(new)</i>	½ mile (<i>PC: one mile</i>)	SE for lesser distance
Noise study <i>(new)</i>	All districts	Same
Building design standards <i>(new)</i>	Conventional districts: main entrance feature; variation in façade surface every 150 feet; minimum 30% fenestration	SE or development plan: submit architectural sketches, sight line studies; variation in massing if within 200 feet of residential

- Screening and enclosure of equipment – The proposed amendment includes several revisions to the standard for screening or enclosure of equipment such as air conditioning and generators: (a) removes the exception for the I-4, I-5, and I-6 Districts; (b) adds that the purpose of the provision is to provide visual screening and reduce noise; (c) requires equipment to be fully enclosed, except where the Director of Land Development Services determines that it is not mechanically feasible and adds a requirement for a screening wall if the equipment cannot be fully enclosed; and (d) adds a requirement for a screening wall for any accessory electrical substation.
- Size thresholds for by-right data centers – In order to guide data centers to locate in the I-5 and I-6 Districts, the heaviest industrial areas in the County, no additional building size limit is proposed for these districts. Each district's limitations on floor area ratio and height would continue to apply.

¹ Abbreviations used in the table: SE (special exception); FAR (floor area ratio); PC (Planning Commission)

- C-3 and C-4: The amendment retains the current maximum size of 40,000 square feet of gross floor area, with a larger size allowed with SE approval. The amendment proposes to remove the by-right allowance for a larger size with the repurposing of an existing building. Advertised options are included to retain the allowance for a larger size with repurposing or to add a maximum size of 200,000 square feet of gross floor area (GFA) for a by-right data center through repurposing.
- I-2, I-3, and I-4: The proposed amendment adds the I-4 District to the standard that currently applies to I-2 and I-3, which limits the maximum size of a data center to 80,000 square feet of GFA, with a larger size allowed with SE approval. As with the C-3 and C-4 Districts, the amendment proposes to remove the by-right allowance for a larger size with the repurposing of an existing building. Advertised options are included to retain the allowance for a larger size with repurposing or to add a maximum size of 200,000 square feet of GFA for a by-right data center through repurposing.
- Setback from residential – A new standard is included that requires a data center building and/or its equipment (e.g., HVAC, generators) to be located a minimum distance from property with residential zoning or use, and a lesser distance could be allowed with SE approval. The proposed standard includes a setback of 200 feet, but up to 500 feet has been advertised for consideration. As noted above, the Planning Commission recommended a setback of 200 feet for the building, and a setback of 500 feet for ground-level equipment unless the equipment is separated from the residential lot line by the building.
- Distance from Metro – Because of the expectation for pedestrian activity and active street fronts, and the desire to put high-population and employment centers near transit, a standard is included that would not allow a data center within ½ mile of a Metro station entrance without SE approval. The ½-mile distance is in accordance with the higher density/intensity planned for these areas in the Comprehensive Plan. An advertised option to consider any distance up to one mile is included, and the Planning Commission recommended a setback of one mile.
- Noise study – The amendment includes a use standard and submission requirements for a noise study to be submitted for by-right data centers as well as those undergoing rezoning or SE review. The proposed standard requires that, prior to site plan approval and prior to issuance of the first Nonresidential Use Permit (NonRUP), a noise study demonstrate, to the Zoning Administrator's satisfaction, that the proposed operation of the data center will comply with the Noise Ordinance.
- Building design – To facilitate a high-quality building design, standards are proposed for by-right data centers for a main entrance feature, façade variation, and a minimum amount of fenestration design features, which can include faux windows.

For data centers undergoing rezoning or SE review, architectural renderings and sight-line studies would be required to demonstrate that the building would be reflective of a high-quality design. For data centers that are closer to residential areas, a variation in massing would also be required, such as changes in the building height.

A more detailed discussion of these and other proposed changes is contained in the Staff Report (Attachment 2).

EQUITY IMPACT:

This Zoning Ordinance amendment relates to One Fairfax Policy Area of Focus 11, which encourages a quality built and natural environment that supports a high quality of life for all people. The proposed amendment would regulate data centers countywide and strengthen the standards to mitigate potential impacts of data centers on surrounding properties. One specific proposed standard that advances equity requires a setback from properties that are both zoned to a residential district and properties that are developed with a residential use, even if the zoning is not residential. This will ensure that the setback applies in instances, such as with certain manufactured home communities, where the residential use is zoned to a nonresidential district.

In addition, the One Fairfax policy encourages expansive community engagement to ensure that all people are heard and considered. Community meetings were broadly advertised and held to obtain public input on the proposed amendment as described in the Staff Report.

REGULATORY IMPACT:

The proposed amendment revises existing and adds new regulations for data centers.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – [Planning Commission Action](#) (June 6, 2024)

[Planning Commission Action](#) (June 12, 2024)

Attachment 2 – [Staff Report](#)

Attachment 3 – Text Recommended by the Planning Commission

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STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)
Leslie B. Johnson, Zoning Administrator, DPD
William Mayland, Assistant Zoning Administrator, DPD
Carmen Bishop, Deputy Zoning Administrator, DPD

ASSIGNED COUNSEL:

T. David Stoner, Deputy County Attorney
Laura Gori, Senior Assistant County Attorney

Proposed Text as Recommended by the Planning Commission, June 6, 2024

The text below reflects the proposed amendment as recommended by the Planning Commission. This includes Option 1 as shown in the Staff Report, and additional changes to the text in subsections 4102.6.A(4) and (5) as described in the Board Item. In the revisions shown below, text to be deleted is identified with ~~strike-through~~ and text to be added is underlined, as compared to the text in the Zoning Ordinance currently in effect. In addition, the Planning Commission recommended adding provisions relating to previous approvals to Appendix 1, as shown below.

ARTICLE 4 - USE REGULATIONS

4101. Use Tables

3. Use Table for Residential, Commercial, and Industrial Districts

TABLE 4101.1: Use Table for Residential, Commercial, and Industrial Districts

P = permitted; SE = special exception; SP = special permit; blank cell = not allowed

A = allowed as accessory use only; A+ = permitted as an associated service use; AP = allowed with approval of administrative permit

Use	Residential Districts															Commercial Districts								Industrial Districts						Use-Specific Standards NOTE: General Standards also apply	
	R-A	R-C	R-E	R-1	R-2	R-3	R-4	R-5	R-8	R-12	R-16	R-20	R-30	R-MHP	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	I-1	I-2	I-3	I-4	I-5	I-6			
Industrial Uses																															
Freight Movement, Warehousing, and Wholesale Distribution: uses involving the movement, storage, and distribution of goods. Goods are generally delivered to other firms or the final consumer.																															
Data Center																	P SE	P SE								P SE	P SE	P <u>SE</u>	P <u>SE</u>	P <u>SE</u>	4102.6.A

4. Use Table for Planned Development Districts

TABLE 4101.2: Use Table for Planned Development Districts

✓ = permitted if shown on final development plan/PRC development plan and PRC plan;

✓/SE = permitted if shown on final development plan/PRC development plan and PRC plan, or as special exception if not on plan(s)

SE = special exception; SP = special permit; blank cell = not allowed

A = allowed as accessory use only; A+ = permitted as an associated service use;

AP = allowed with approval of administrative permit

Use	PDH		PRC					PDC		PRM		PTC	PCC		Use-Specific Standards NOTE: General Standards also apply
	Principal	Secondary	Residential	Neighborhood Convenience Center	Village Center	Town Center	Convention/Conference Center	Principal	Secondary	Principal	Secondary		Principal	Secondary	
Industrial Uses															
Freight Movement, Warehousing, and Wholesale Distribution: uses involving the movement, storage, and distribution of goods. Goods are generally delivered to other firms or the final consumer.															
Data Center						✓	✓	✓ SE				✓ SE			4102.6.A

4102. Use Standards

6. Industrial Uses

Freight Movement, Warehousing, and Wholesale Distribution

A. Data Center

Standards applicable to all data centers:

- (1) ~~In all districts except the I-4, I-5, and I-6 Districts, To provide visual screening and reduce noise levels, all equipment necessary for cooling, ventilating, or otherwise operating the facility, including power generators or other power supply equipment, must be contained within an fully enclosed, except where determined by the Director not to be mechanically feasible. building where the use is located. This includes emergency power generators and other emergency power supply equipment. If the Director determines it is not mechanically feasible to fully enclose the equipment, it must be screened by a wall or similar barrier. In addition, any accessory electrical substation must be screened by a wall or similar barrier. This standard does not apply to solar panels.~~
- (2) In the C-3 and C-4 Districts, the maximum building size is 40,000 square feet of gross floor area. However, this size limit may be exceeded:
 - ~~(a) If the use is located in a building existing on May 10, 2023; or~~
 - ~~(b) With special exception approval in accordance with subsection 8100.3.~~
- (3) In the I-2, ~~and I-3, and I-4~~ Districts, the maximum building size is 80,000 square feet of gross floor area. However, this size limit may be exceeded:

- ~~(a)~~ If the use is located in a building existing on May 10, 2023; or
- ~~(b)~~ ~~With~~ with special exception approval in accordance with subsection 8100.3.
- (4) Any data center building must be located at least 200 feet from the lot line of an R district or a property developed with a residential use. Any equipment for cooling, ventilating, or otherwise operating the facility, power generator, or other power supply equipment that is located on the ground must be either: located at least 500 feet from the lot line of an R district or a property developed with a residential use; or separated from the lot line of an R district or a property developed with a residential use by the principal data center building. Lesser distances may be allowed with special exception approval in accordance with subsection 8100.3. For the purpose of this provision, an R district does not include an area within a public street right-of-way.
- (5) A data center building must be located at least one mile from a Metro station entrance. A lesser distance may be allowed with special exception approval in accordance with subsection 8100.3.
- (6) Prior to site plan approval, a noise study must be submitted demonstrating to the Zoning Administrator's satisfaction that the operation of the data center will comply with the Noise Ordinance, Chapter 108.1 of the County Code. In addition, prior to issuance of a Nonresidential Use Permit, a post-construction noise study must be submitted demonstrating to the Zoning Administrator's satisfaction that the operation complies with the Noise Ordinance.

Standards when permitted by right:

- (7) A data center building must include a main entrance feature that is differentiated from the remainder of the building façade by a change in building material, pattern, texture, color, or accent material. The entrance feature must also either project or recess from the adjoining building plane.
- (8) All building façades must include:
- (a) A change in the façade surface for every 150 horizontal feet of at least one of the following: building material, pattern, texture, color, or accent material; and
- (b) Windows, doors, or similar fenestration design features such as faux windows, must be distributed horizontally and vertically across the façade and comprise a minimum of 30 percent of the individual façade.

Standards when permitted by development plan or special exception:

- (9) A data center building must be designed to minimize adverse visual impacts on surrounding development as demonstrated by the submission of elevations, architectural sketches, or sight line studies. The building should have a high-quality design as evidenced by the use of materials, color, and texture. If the building is located less than 200 feet from an R district or a property developed with a residential use, it should include changes in building height or other design techniques to provide variation in building mass as viewed from the nearby residential district.

ARTICLE 8 - ADMINISTRATION, PROCEDURES, AND ENFORCEMENT

8101. Submission Requirements

2. Zoning Map Amendments (Rezoning)

E. Supporting Reports and Studies

The following additional information must be submitted:

(12) Data Center

For a rezoning to allow a data center, the application requires the following additional information:

- (a)** A noise study demonstrating that the operation of the data center will comply with the Noise Ordinance, Chapter 108.1 of the County Code.
- (b)** Architectural depictions of the proposed building and associated equipment as viewed from all lot lines and street lines.

3. Special Exceptions, Special Permits, and Variances

D. Additional or Modified Submission Requirements for Specific Special Exception Applications

The following are additional or modified submission requirements for special exception applications for:

(8) Data Center

- (a)** A noise study demonstrating that the operation of the data center will comply with the Noise Ordinance, Chapter 108.1 of the County Code.
- (b)** Architectural depictions of the proposed building and associated equipment as viewed from all lot lines and street lines.

APPENDIX 1 - PROVISIONS RELATING TO PREVIOUS APPROVALS

...

2. Specific Provisions Regarding Previous Approvals

...

Data Centers (ZO#)

For all applications for rezonings and related development plans and special exceptions, site plans, and building permits approved before (insert effective date of the amendment), the applicant/owner may continue under their previous approval. Required subsequent plan and permit submissions may be accepted and new approvals may be granted, consistent with those prior approvals. Revisions to such prior approvals may be approved if they do not aggravate conflicts with this amendment.