FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 3, 2014

AGENDA

8:30	**Held**	Reception for 2014 Lords and Ladies Fairfax, The Forum
9:30	**Done**	Presentations
10:30	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Supplemental Appropriation Resolution AS 14216 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security Urban Areas Security Initiative Subgrant Award from the Government of the District of Columbia Homeland Security and Emergency Management Agency
2	**Approved**	Supplemental Appropriation Resolution AS 14218 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security Urban Areas Security Initiative Subgrant Award from the Government of the District of Columbia Homeland Security and Emergency Management Agency
3	**Approved**	Approval of Traffic Calming Measures and "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program (Mason and Providence Districts)
4	**Approved**	Authorization to Advertise a Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic, Section 82-1-6, Adoption of State Law
5	**Approved**	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Rt 123/Kelley Dr (Braddock District)
6	**Approved**	Streets into the Secondary System (Mount Vernon District)
7	**Approved**	Designation of Plans Examiner Status under the Expedited Land Development Review Program
8	**Approved**	Authorization to Advertise a Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia - Chapter 82 (Motor Vehicles and Traffic), Article 5 (Stopping, Standing and Parking), Section 82-5-39
9	**Approved**	Extension of Review Period for 2232 Review Application (Dranesville District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 3, 2014

ADMINISTRATIVE ITEMS (Continued)

10	**Approved**	Authorization to Advertise a Public Hearing on an Interim Agreement with Wesley Hamel Lewinsville, LLC for the Redevelopment of the Lewinsville Senior Center and Daycare Property (Dranesville District)

ACTION ITEMS

1	**Approved**	Approval of a Parking Reduction for the Veatch Property (Hunter Mill District)
2	**Approved**	Memorandum of Agreement Between Washington Metropolitan Area Transportation Authority (WMATA) and Fairfax County to Formalize the Process of Providing Emergency Bus Support During a Metrorail Disruption on Metrorail Stations Located Within Fairfax County, as well as Van Dorn Street and Eisenhower Avenue Metrorail Stations in the City Of Alexandria
3	**Approved**	Authorization to Sign Department of Rail and Public Transportation Project Funding Agreements

INFORMATION ITEMS

1	**Noted**	New Bus Service, Route 983, to Replace Virginia Regional Transit (VRT) Route 83 Service from Dulles Airport to Udvar-Hazy Center
10:40	**Done**	Matters Presented by Board Members
11:30	**Done**	Closed Session
12:30	**Done**	Demo of New Electronic Board Book

PUBLIC HEARINGS

3:00	**Approved**	Public Hearing on Proposed Plan Amendment S13-IV-LP1 (Vulcan Quarry) (Mount Vernon District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 3, 2014

PUBLIC HEARINGS
(Continued)

3:30	**Approved**	Board Decision on SE 2013-MV-015 (Albert Gagliardi) (Mount Vernon District)
3:30	**Approved**	Public Hearing on PCA 2004-LE-042 (VTLC, LLC – Nguyen H. T. Vuong) (Lee District)
3:30	**Approved**	Public Hearing on SE 2013-LE-008 (VTLC, LLC – Nguyen H.T. Vuong) (Lee District)
3:30	**Approved**	Public Hearing on SE 2013-HM-024 (University of North America, Inc.) (Hunter Mill District)
3:30	**Approved**	Public Hearing on RZ 2012-MV-008 (The Alexander Company, Inc.) (Mount Vernon District)
3:30	**Public Hearing Held; Decision Scheduled on 7/29/14**	Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement between the Board of Supervisors and The Alexander Company, Inc. for the Development of the Property under the Provisions of the Public-Private Education and Infrastructure Act of 2002, as Amended, known as the Laurel Hill Adaptive Reuse Area (Mount Vernon District)
4:00	**Approved**	Public Hearing to Consider Adopting an Ordinance Expanding the West Springfield Residential Permit Parking District, District 7 (Springfield District)
4:00	**Approved**	Public Hearing to Consider Parking Restrictions on Brookfield Corporate Drive (Sully District)
4:00	**Approved**	Public Hearing to Consider Adopting an Ordinance to Establish the Langley Oaks Temporary Residential Permit Parking District, District T2 (Dranesville District)
4:00	**Approved**	Public Hearing to Consider Adopting an Ordinance Expanding the West Potomac Residential Permit Parking District, District 36 (Mount Vernon District)

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Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
June 3, 2014

9:30 a.m.

PRESENTATIONS

LORD AND LADY FAIRFAX HONOREES

- CERTIFICATE – To recognize the 2014 Lord and Lady Fairfax honorees.

SPORTS/SCHOOLS

- CERTIFICATE – To recognize the Oakton High School Girls Cross Country Team for winning the state championship and Jack Stoney for winning the individual men's cross country state championship and the Oakton High School Girls Swim and Dive for its third consecutive state championship. Requested by Supervisors Frey, Hudgins and Smyth.

- CERTIFICATE – To recognize the Chantilly High School Boys Cross Country Team for winning its second consecutive state championship. Requested by Supervisor Frey.

- CERTIFICATE – To recognize the West Springfield High School Girls Track Team for winning the Distance Medley Relay championship at the Penn Relays. Requested by Supervisors Herrity and Cook.

— more —

Board Agenda Item
June 3, 2014

DESIGNATIONS

- PROCLAMATION – To designate June 2014 as Lesbian, Gay, Bisexual and Transgender Pride Month in Fairfax County. Requested by Supervisor Foust.

- PROCLAMATION – To designate June 2014 as Fight the Bite Awareness Month in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate June 15-21, 2014, as Fire & EMS Safety, Health and Survival Week in Fairfax County. Requested by Chairman Bulova.

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

Board Agenda Item
June 3, 2014

10:30 a.m.

Items Presented by the County Executive

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Board Agenda Item
June 3, 2014

ADMINISTRATIVE - 1

Supplemental Appropriation Resolution AS 14216 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security Urban Areas Security Initiative Subgrant Award from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 14216 for the Fire and Rescue Department to accept grant funding in the amount of $266,900 from the Department of Homeland Security (DHS) FY 2013 Urban Areas Security Initiative (UASI) subgrant award. These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency (SAA) and will be used to provide funding for personnel costs associated with Capital Shield. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for this award is September 1, 2013 through May 31, 2015. No Local Cash Match is required.

RECOMMENDATION:
The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 14216 in the amount of $266,900. These funds will be used to support personnel costs associated with participation in Capital Shield.

TIMING:
Board approval is requested on June 3, 2014.

BACKGROUND:
Capital Shield is a joint training exercise in the National Capital Region (NCR) hosted by the Joint Force Headquarters and brings federal, state, local and municipal agencies together to realistically test interagency operability during a crisis, either man-made or natural. This exercise trains and prepares the Department of Defense (DoD) to provide defense support to civil authorities and employ appropriate force protection measures as requested. The goal of the exercise is to ensure government agencies at every level are prepared to coordinate with one another and implement a plan of action to protect the public in the event of an actual disaster in the NCR.

FISCAL IMPACT:
Grant funding in the amount of $266,900 is available in the DHS FY 2013 UASI grant funds through the District of Columbia. Grant funds will be used to offset the cost of the planning and development of an exercise scenario, purchase materials to build out the exercise site, and cover personnel costs associated with the exercise. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2014. This award will allow the recovery of indirect costs. The Fire and Rescue Department anticipates that the County will recover $13,345 in indirect costs for this grant. There is no Local Cash Match requirement.

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

ENCLOSED DOCUMENTS:
Attachment 1 – Supplemental Appropriation Resolution AS 14216
Attachment 2 – Grant Award Document

STAFF:
David M. Rohrer, Deputy County Executive
Richard R. Bowers, Fire Chief, Fire and Rescue Department
Cathy Rose, Grants Coordinator, Fire and Rescue Department

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 14216

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on June 3, 2014, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2014, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G9292, Fire and Rescue Department	$266,900
Grant:	1HS0073-2013, Capital Shield (FRD)	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	$266,900
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, $266,900

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

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

Vincent C. Gray
Mayor

Chris T. Geldart
Director

April 25, 2014

Mr. Edward L. Long
County Executive
Fairfax County Government
12000 Government Center Parkway
Fairfax, VA 22035

Dear Mr. Long:

I am pleased to send your FY 2013 Urban Areas Security Initiative (UASI) subgrant. Through this agreement, the Fairfax County Fire and Rescue Department has been awarded the following subgrant:

- Project Title **Capital Shield Exercise Support 2014**
- Amount **$266,900.00**
- Project ID **13UASI529-08** (please include this ID in correspondence with our office)
- CFDA No. **97.067**

The subgrant period of performance is **September 1, 2013–May 31, 2015.** You may request reimbursement for items procured during this period, consistent with the project intent. As a reminder, organizations that spend more than $500,000 in DHS funds during a fiscal year are subject to an independent audit per OMB Circular A-133. If you are subject to this audit, we will contact you to obtain a copy of the report.

Included in this package of particular importance is the Certification of Compliance, for your signature. It certifies that you have read and understand Federal and SAA terms and conditions associated with accepting the grant.

Please review and sign the necessary attached documents and return them to my office by **May 9, 2014**. If you have questions regarding this award, please contact Charles Madden at charles.madden@dc.gov or 202.724.6568.

Sincerely,

Chris T. Geldart
Director

2720 Martin Luther King Jr Ave SE • Washington, DC 20032 202.727.6161 hsema.dc.gov

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Capital Shield Exercise Support 2014**
- Amount **$266,900.00**
- Project ID **13UASI529-08**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2013 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

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Board Agenda Item
June 3, 2014

ADMINISTRATIVE - 2

Supplemental Appropriation Resolution AS 14218 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security Urban Areas Security Initiative Subgrant Award from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 14218 for the Fire and Rescue Department to accept grant funding in the amount of $150,500 from the Department of Homeland Security (DHS) FY 2013 Urban Areas Security Initiative (UASI) subgrant award. These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency (SAA) and will be used to provide funding for the purchase of swift-water rescue equipment. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for this award is September 1, 2013 through May 31, 2015. No Local Cash Match is required.

RECOMMENDATION:
The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 14218 in the amount of $150,500. These funds will be used to purchase swift-water rescue equipment.

TIMING:
Board approval is requested on June 3, 2014.

BACKGROUND:
The equipment purchased through this grant will support water rescue operations and is part of a regional initiative to provide a coordinated response to swift-water/floodwater incidents. Currently, no single jurisdiction has the capacity to provide sustained support for multi-hour or multi-day flooding, hurricanes, or other incidents that require swift-water rescues. This grant will work in collaboration with the UASI swift-water training grant building on current regional capabilities, together creating a regional "Task Force" model to achieve greater efficiencies by leveraging the combined capacity.

FISCAL IMPACT:
Grant funding in the amount of $150,500 is available in the DHS FY 2013 UASI grant funds through the District of Columbia. Grant funds will be used to purchase swift-water rescue equipment. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2014. This award will allow the recovery of indirect costs. The Fire and Rescue Department anticipates that the County will recover $7,525 in indirect costs for this grant. There is no Local Cash Match requirement.

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

ENCLOSED DOCUMENTS:
Attachment 1 – Supplemental Appropriation Resolution AS 14218
Attachment 2 – Grant Award Document

STAFF:
David M. Rohrer, Deputy County Executive
Richard R. Bowers, Fire Chief, Fire and Rescue Department
Cathy Rose, Grants Coordinator, Fire and Rescue Department

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 14218

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on June 3, 2014, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2014, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G9292, Fire and Rescue Department	$150,500
Grant:	1HS0075-2013, Water Operations Rescue Equipment (FRD)	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	$150,500
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, $150,500

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

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

Vincent C. Gray
Mayor

Chris T. Geldart
Director

April 24, 2014

Mr. Edward L. Long
County Executive
Fairfax County Government
12000 Government Center Parkway
Fairfax, VA 22035

Dear Mr. Long:

I am pleased to send your FY 2013 Urban Areas Security Initiative (UASI) subgrant. Through this agreement, the Fairfax County Fire and Rescue Department has been awarded the following subgrant:

- Project Title **Water Operations Equipment**
- Amount **$150,500.00**
- Project ID **13UASI529-07** (please include this ID in correspondence with our office)
- CFDA No. **97.067**

The subgrant period of performance is **September 1, 2013–May 31, 2015**. You may request reimbursement for items procured during this period, consistent with the project intent. As a reminder, organizations that spend more than $500,000 in DHS funds during a fiscal year are subject to an independent audit per OMB Circular A-133. If you are subject to this audit, we will contact you to obtain a copy of the report.

Included in this package of particular importance is the Certification of Compliance, for your signature. It certifies that you have read and understand Federal and SAA terms and conditions associated with accepting the grant.

Please review and sign the necessary attached documents and return them to my office by **May 8, 2014**. If you have questions regarding this award, please contact Charles Madden at charles.madden@dc.gov or 202.724.6568.

Sincerely,

Chris T. Geldart
Director

2720 Martin Luther King Jr Ave SE • Washington, DC 20032 202.727.6161 hsema.dc.gov

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Water Operations Equipment**
- Amount **$150,500.00**
- Project ID **13UASI529-07**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2013 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

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Board Agenda Item
June 3, 2014

ADMINISTRATIVE - 3

Approval of Traffic Calming Measures and "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program (Mason and Providence Districts)

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

RECOMMENDATION:
The County Executive recommends that the Board endorse the traffic calming plan for Westmoreland Road and Oakton Glen Drive consisting of the following:

> Four Speed Humps on Westmoreland Road (Mason District)
> One Speed Hump and one Speed Table on Oakton Glen Drive (Providence District)

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

> Five Oaks Road from Blake Lane to End of Road (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 measures as soon as possible. The County Executive also recommends that the Fairfax County Department of Transportation (FCDOT) request the Virginia Department of Transportation (VDOT) to schedule the installation of the approved signs as soon as possible.

TIMING:
Board action is requested on June 3, 2014.

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

documenting the attainment of qualifying criteria. Staff worked with the local Supervisors' office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted to residents of the ballot area in the adjacent community for approval. On April 30, 2014, (Westmoreland Road) and on April 29, 2014, (Oakton Glen Drive), the Department of Transportation received verification from the local supervisor's offices confirming community support for the above referenced traffic calming plan.

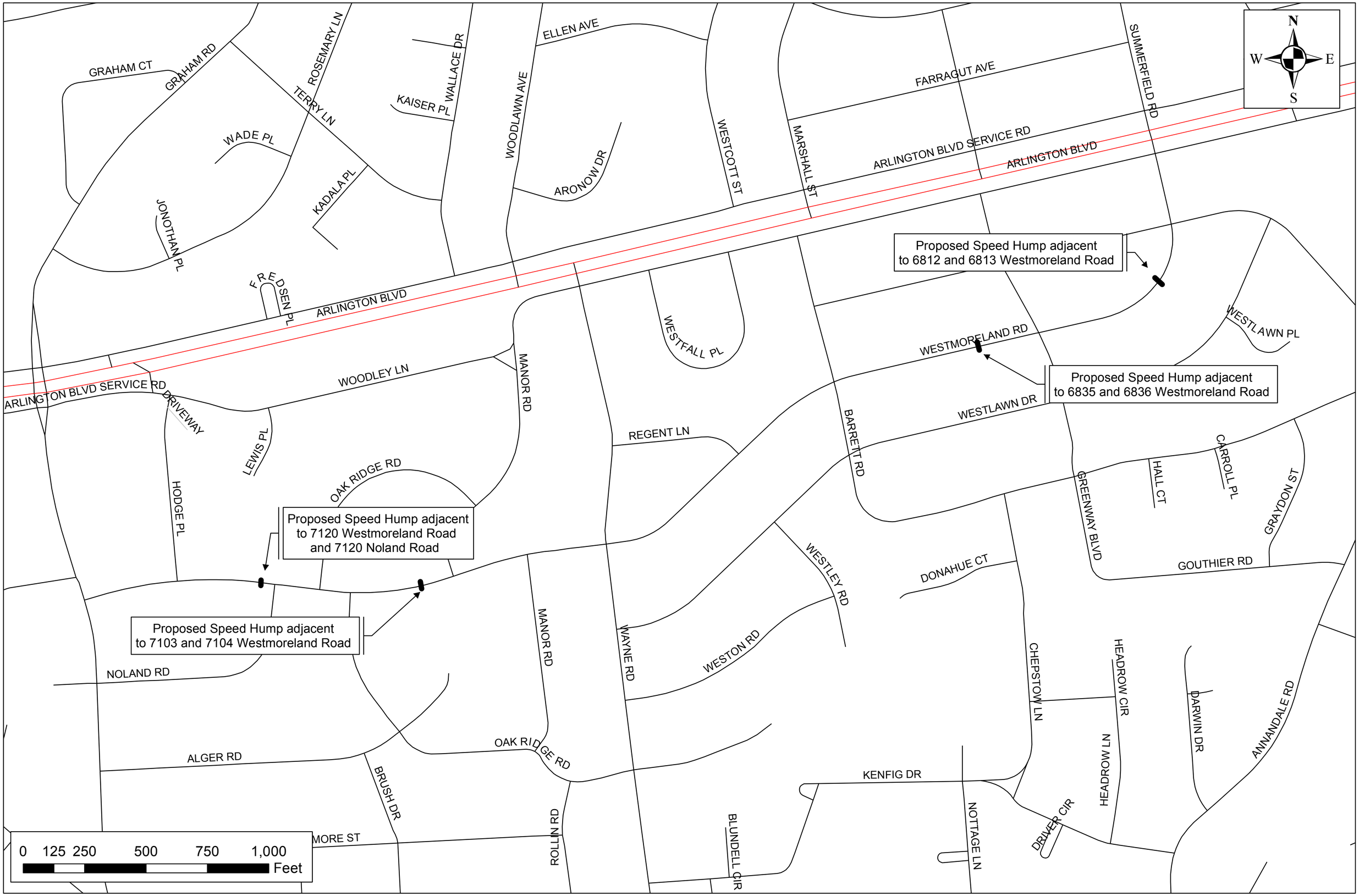
Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of $200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed and volume criteria are met. Five Oaks Road, from Blake Lane to End of Road; (Attachment IV) met the RTAP requirements for the posting of the "$200 Additional Fine for Speeding Signs". On February 10, 2014, (Providence District), FCDOT received written verification from the appropriate local supervisor confirming community support.

FISCAL IMPACT:
Funding in the amount of $37,000 for the traffic calming measures associated with the Westmoreland Road and Oakton Glen Drive projects is available in Fund100-C10001, General Fund, under Job Number 40TTCP. For the "$200 Additional Fine for Speeding" signs an estimated cost of $300 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Westmoreland Road
Attachment II: Traffic Calming Plan for Oakton Glen Drive
Attachment III: $200 Additional Fine for Speeding Board Resolution
Attachment IV: Area Map of Proposed "$200 Additional Fine for Speeding" Signs – Five Oaks Road

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

ATTACHMENT I

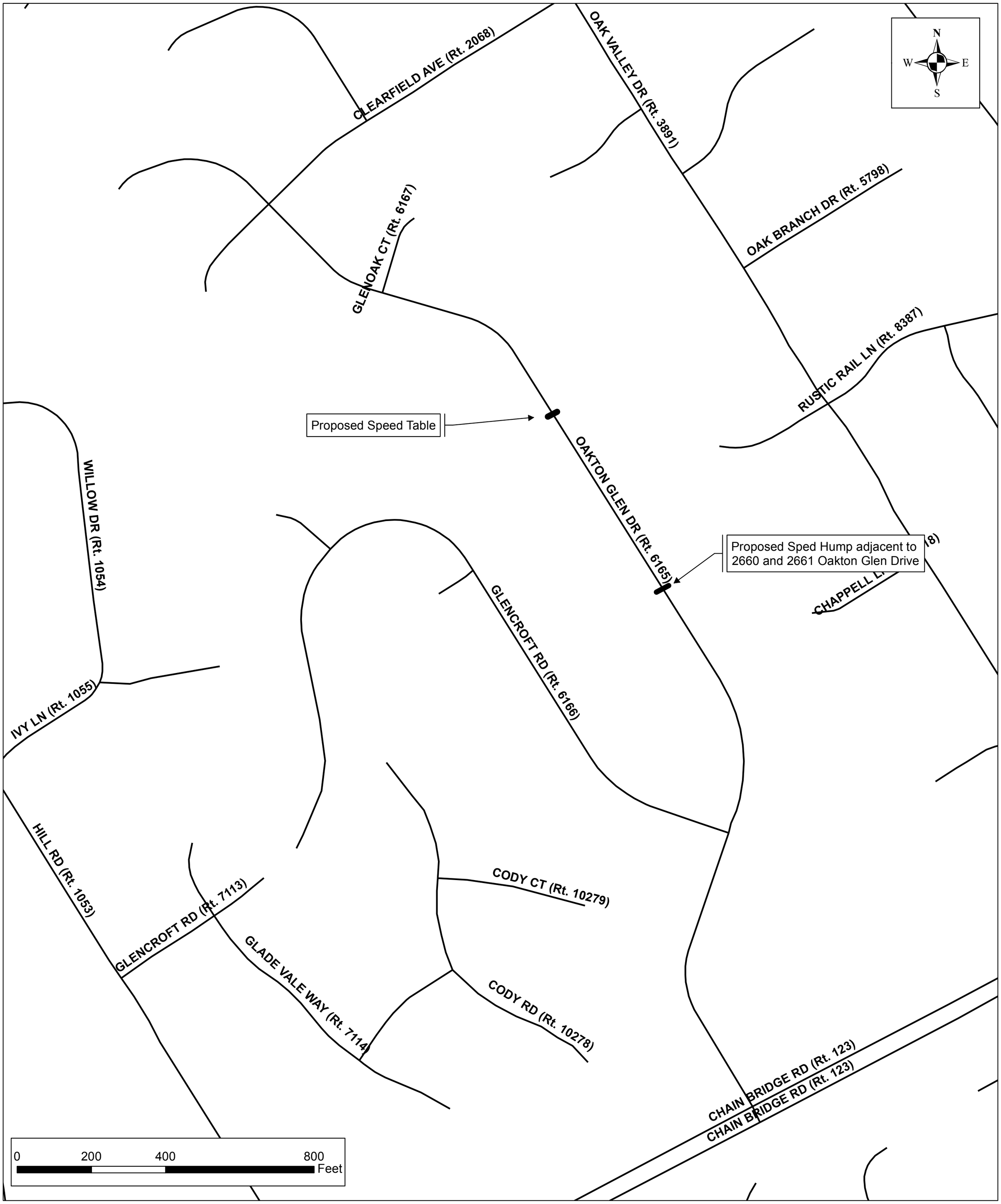


Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
WESTMORELAND ROAD
Mason District

A Fairfax County, Va., Publication

Tax Map: 50-3, 50-4

May 2014 (23)



MAY 2014

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
OAKTON GLEN DRIVE
Providence District

A Fairfax County, Va., publication

Tax Map: 37-4, 38-3, 48-1

Attachment III

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS
FIVE OAKS ROAD 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, June 3, 2014, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Five Oaks Road from Blake Lane to End of Road. Such road also being identified as a Local Road; and

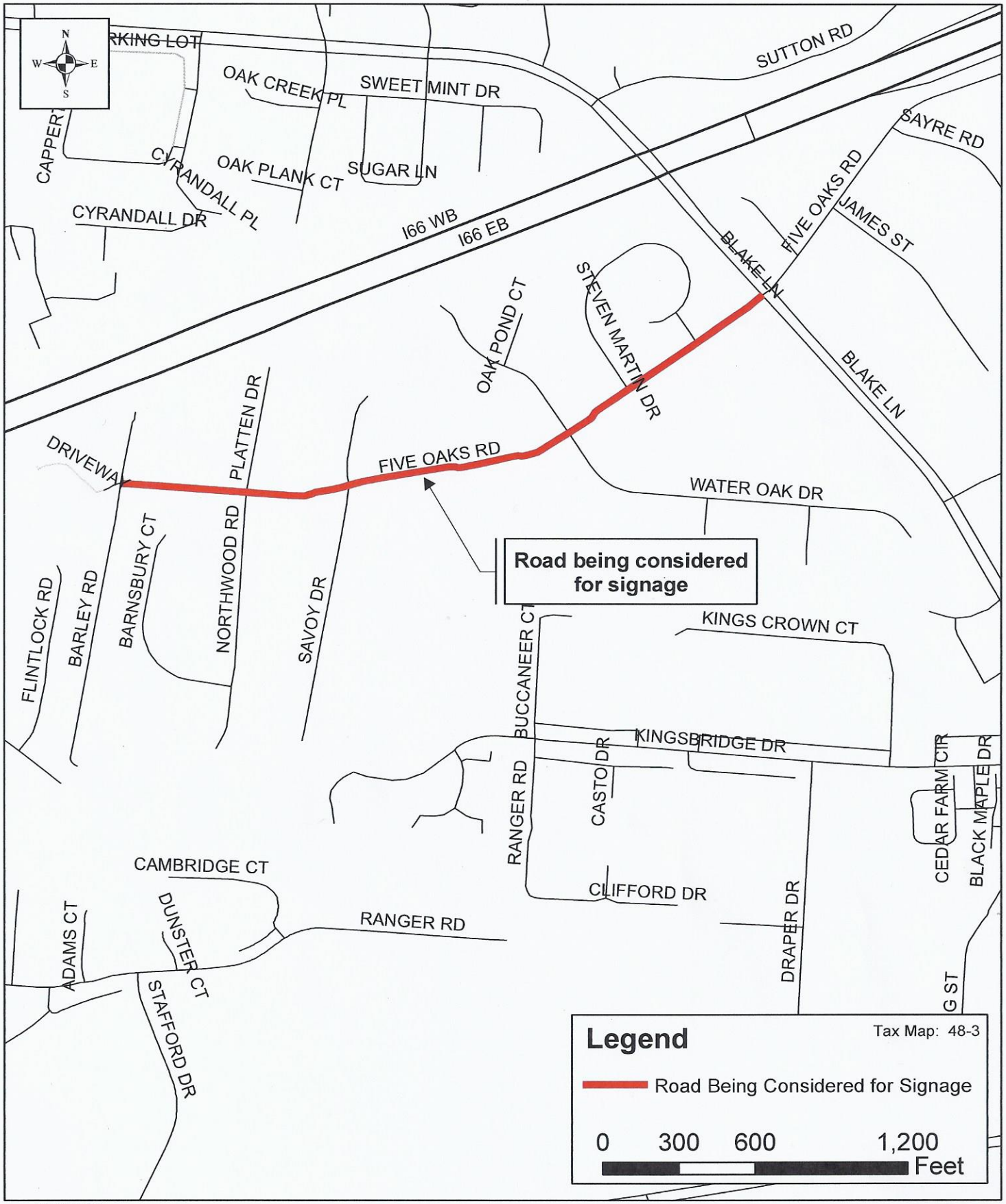
WHEREAS, community support has been verified for the installation of "$200 Additional Fine for Speeding" signs on. Five Oaks Road from Blake Lane to End of Road,

NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Five Oaks Road from Blake Lane to End of Road

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

A Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors



MAY 2014

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

A Fairfax County, Va., Publication

Board Agenda Item
June 3, 2014

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic, Section 82-1-6, Adoption of State Law

ISSUE:
Board authorization to advertise amendments to Chapter 82, Motor Vehicles and Traffic. These amendments adopt actions of the 2014 General Assembly into Chapter 82 of the *Code of the County of Fairfax, Virginia*.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on the proposed amendments to Chapter 82.

TIMING:
Authorization to advertise the proposed amendments on June 3, 2014; Board of Supervisors' public hearing scheduled for July 1, 2014 at 4:30 p.m. The provisions of the majority of the amendments will become effective immediately.

BACKGROUND:
As a housekeeping measure to update Chapter 82, portions of Fairfax County Code Section 82-1-6 (Adoption of State Law) have been amended to reflect changes made to the *Code of Virginia* by the 2014 General Assembly. A summary of all changes is provided in Attachment 2.

The 2013 General Assembly amended Va. Code Ann. § 46.2-915.2 by removing the enabling authority for counties to require safety equipment be worn by moped operators and added language directly in the code requiring such equipment be worn. Accordingly, Va. Code Ann. § 46.2-915.2 is proposed to be incorporated into Fairfax County Code Sections 82-1-6 and 82-6-38.2 (Use of certain safety equipment while operating a moped) is proposed for repeal (Attachment 3).

FISCAL IMPACT:
None.

Board Agenda Item
June 3, 2014

ENCLOSED DOCUMENTS:
Attachment 1 - Proposed Amendments to Chapter 82, Motor Vehicles and Traffic
Attachment 2 - Summary of 2014 General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic
Attachment 3 – Proposed Repeal of Section 82-6-38.2 (Use of certain safety equipment while operating a moped.)

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

ATTACHMENT 1

Proposed Amendments to
Chapter 82, Motor Vehicles and Traffic

Section 82-1-6. Adoption of State Law

Pursuant to the authority of Section 46.2-1313 of the Virginia Code, all provisions and requirements of the following sections of the Code of Virginia, as in effect on July 1, ~~2013~~ 2014, except those provisions and requirements the violation of which constitutes a felony, are hereby incorporated into the Fairfax County Code by reference, effective July 1, ~~2013~~ 2014~~, except where noted~~.

18.2-266	18.2-269	46.2-203.1
18.2-266.1	18.2-270	46.2-218
18.2-267	18.2-270.01	46.2-300
18.2-268.1	18.2-270.1	46.2-301
18.2-268.2	18.2-271	46.2-301.1
18.2-268.3	18.2-271.1	46.2-302
18.2-268.4	18.2-272	46.2-329
18.2-268.5	46.2-100	46.2-334.001
18.2-268.6	46.2-102	46.2-341.20:5
18.2-268.7	46.2-104	46.2-341.21
18.2-268.8	46.2-108	46.2-346
18.2-268.9	46.2-109	46.2-349
18.2-268.10	46.2-110	46.2-357
18.2-268.11	46.2-111	46.2-371
18.2-268.12	46.2-112	46.2-373

46.2-376
46.2-379
46.2-380
46.2-391.2
46.2-391.3
46.2-392
46.2-393
46.2-398
46.2-602.3
46.2-613
46.2-616
46.2-617
46.2-618
46.2-704
46.2-715
46.2-716
46.2-724
46.2-730
46.2-800
46.2-801
46.2-802
46.2-803
46.2-804
46.2-805
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46.2-810
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46.2-2910*

References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the streets, highways and other public ways within the County. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as fully as though set forth at length herein; and it shall be unlawful for any person, within the county, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-270.1, 18.2-271, 18.2-271.1 and 18-2.272 of the *Code of Virginia* which is adopted by this section; provided, that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-271, 18.2-270.1, 18.2-271.1 and 18.2-272 of the *Code of Virginia*.

~~* To become effective on January 1, 2014, per 2013 Acts of General Assembly Chapter 312.~~

ATTACHMENT 2

SUMMARY OF 2014 GENERAL ASSEMBLY
AMENDMENTS AFFECTING CHAPTER 82

The information presented below summarizes changes to Title 18.2 and Title 46.2 of the *Code of Virginia*, portions of which are adopted by reference into Chapter 82 of the *Code of the County of Fairfax*.

Section 18.2-268.7 amended. Certificates of analysis admitted into evidence; electronic signature. Allows the Department of Forensic Science to electronically scan a blood withdrawal certificate into the Department's Laboratory Information Management System and to electronically transmit it and the certificate of analysis to the clerk of court. The bill also allows a certificate of analysis for drugs or alcohol use to be signed electronically.

§ 18.2-270, 18.2-270.1, 18.2-271.1, and 46.2-391.2 amended. DUI; probation; license suspension, etc**.** Removes the provision that, unless otherwise modified by the court, a defendant who has been convicted of a fourth or subsequent DUI in 10 years shall remain on probation and under the terms of any suspended sentence for the same period as his operator's license was suspended, not to exceed three years. The bill also amends the provision that allows for administrative suspension of driving privileges for refusal to submit to a test to determine blood alcohol content to provide that the suspension can occur for refusal to submit to a blood test as well as a breath test. In addition, the bill corrects two incorrect cross-references, corrects an omission regarding administrative suspension of licenses for failure to order ignition interlock, and clarifies that VASAP is required for all convictions under § 18.2-266.

Sections 46.2-100, 46.2-715, 46.2-730, 46.2-910, 46.2-1011, 46.2-1012, 46.2-1014, 46.2-1057, 46.2-1067, 46.2-1068, 46.2-1092, and 46.2-1157 amended. New vehicle classification; autocycle. Defines a new class of vehicle, known as an autocycle, and provides for examination of drivers, registration fees, safety, inspection, and other requirements pursuant to creating this new class of vehicle. The bill contains technical amendments.

Section 46.2-839 amended. Minimum clearance for passing bicycles, etc. Increases from two to three feet the minimum clearance between a passing vehicle and a bicycle, electric personal assistive mobility device, electric power-assisted bicycle, moped, animal, or animal-drawn vehicle.

FROM 2013 VIRGINIA GENERAL ASSEMBLY

Section 46.2-915.2 amended. Safety equipment for mopeds. Removes enabling authority for counties to require safety equipment for moped operators (i.e., face shield,

safety glasses, goggles, and protective helmets) and replaces with language requiring the wearing of such safety equipment by operators. Amendment requires the repeal of Fairfax County Code Section 82-6-38.2 (Use of certain safety equipment while operating a moped).

Section 82-6-38.2. Use of certain safety equipment while operating a moped. 125.1

125.1. For similar state law, see Va. Code Ann. § 46.2-915.2, adopted in § 82-1-6.

~~Any person operating a moped on a public street or highway (i) shall wear an eye protective device, as described below, at all times while operating such vehicle or (ii) shall have the moped equipped with safety glass or a windshield. An eye protective device means a face shield, safety glasses, or goggles of a type approved by the Superintendent. In addition, any person operating a moped and any passengers thereon shall wear protective helmets of a type approved by the Superintendent. The terms "Superintendent" and "moped" have the meanings set forth in *Code of Virginia,* § 46.2-100. Any person who knowingly violates this section shall be guilty of a traffic infraction and be subject to a fine of not more than fifty dollars.~~

~~A violation of this section shall not constitute negligence, be considered in mitigation of damages of whatever nature, be admissible in evidence or be the subject of comment by counsel in any action for the recovery of damages arising out of the operation, ownership, or maintenance of a moped or motor vehicle, nor shall anything in this section change any existing law, rule, or procedure pertaining to any such civil action. (18-95-82, § 1.)~~

Repealed.

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Board Agenda Item
June 3, 2014

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Rt 123/Kelley Dr (Braddock District)

ISSUE:
Board authorization to advertise notice of a public hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-066-000 (R12301C), Rt 123/Kelley Dr, Fund 400-C40011, County & Regional Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for July 1, 2014, at 4:00 p.m.

TIMING:
Board action is requested on June 3, 2014, 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:
In conjunction with road improvements made as part of the related project 2G40-015-000 (R12301A) At-Grade Interim Improvements, Route 123 @ Braddock Road, this project consists of installation of storm drainage pipes, sanitary sewer lateral relocation, utility relocation, and reconstruction of existing asphalt driveways along the northern side of Kelley Drive in order to improve existing storm drainage issues.

Land rights for these improvements are required on three properties. The construction of this project requires the acquisition of storm drainage easements and grading agreement and temporary construction easements. Negotiations are in progress with the affected property owners; however, resolution of these acquisitions is not imminent. Further information regarding design details and the status of negotiations will be provided in the Public Hearing Board Package.

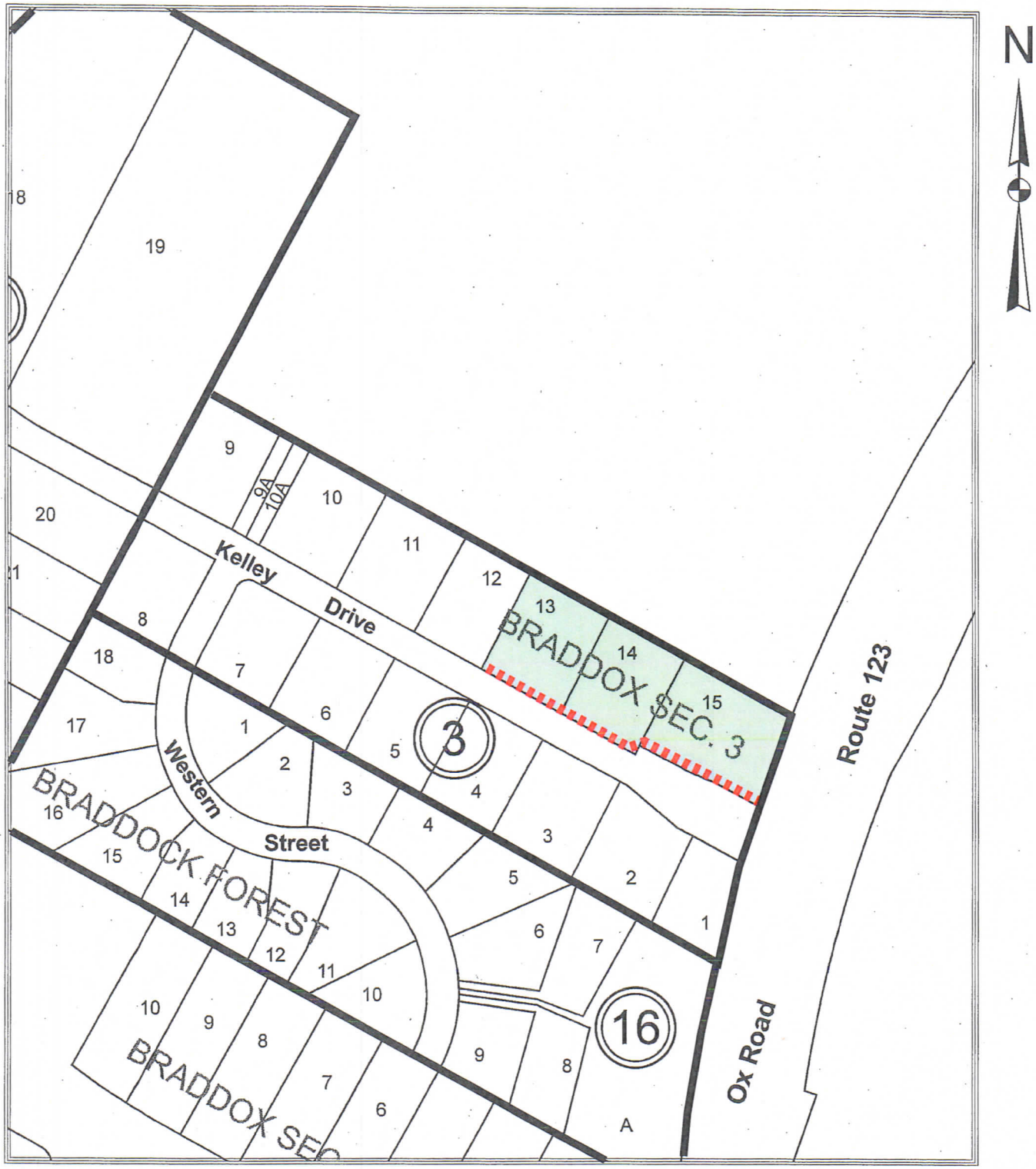
In order to commence construction of this project on schedule, it may be necessary for the Board to utilize quick-take eminent domain powers. These powers are conferred upon the Board by statute, namely, Va. Code Ann. §§ 15.2-1903 through 15.2-1905 (2012). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:
Funding is available in Project 2G40-066-000 (R12301C), Rt 123/Kelley Dr, Fund 400-C40011, County & Regional Transportation Projects. This project is included in the Adopted FY2015 - FY2019 Capital Improvement Program (with future Fiscal Years to FY2024). No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:
Attachment A - Project Location Map
Attachment B - Listing of Affected Properties

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

ATTACHMENT A



ROUTE 123/KELLEY DR

Project 2G40-066-000

Braddock District

Tax Map: 68-1

Scale: Not to Scale

Affected Properties:

Proposed Improvements:

ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project 2G40-066-000 (R12301C)
Rt 123/Kelley Dr
(Braddock District)

PROPERTY OWNER(S)

1. Xiangqun Chen 068-1-03-0013
   Liu Yang

   Address:
   10712 Kelley Drive
   Fairfax, VA 22030

2. David Borean 068-1-03-0014
   Robin Borean

   Address:
   10708 Kelley Drive
   Fairfax, VA 22030

3. John L. Allen, Sr. 068-1-03-0015
   Gloria E. Allen

   Address:
   10704 Kelley Drive
   Fairfax, VA 22030

Board Agenda Item
June 3, 2014

ADMINISTRATIVE – 6

Streets into the Secondary System (Mount Vernon District)

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

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

Subdivision	**District**	**Street**
Sun Up	Mt. Vernon	Sun Up Way

TIMING:
Routine.

BACKGROUND:
Inspection has been made of the street, and it is recommended for acceptance into the State Secondary System.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Form

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

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Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 2282-SD-003

SUBDIVISION PLAT NAME: Sun Up

COUNTY MAGISTERIAL DISTRICT: Mount Vernon

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 02/12/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Sun Up Way	CL Mount Vernon Highway (Route 235) - 452' NE CL Sunny View Drive (Route 1576)	574' E to End of Cul-de-Sac	0.11
		TOTALS:	0.11

NOTES:

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

ATTACHMENT 1

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Board Agenda Item
June 3, 2014

ADMINISTRATIVE - 7

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

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

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

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

  Mitra K. Amirhakimi 121 (Inactive on 6/18/2007)

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

  Amir Ahmadzadeh 306
  Deepak Bhinge 307

TIMING:
Routine.

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

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

Reinstatement of Plans Examiner Status: Individuals are provided with information concerning requirements for reinstatement as an active DPE at the time they are placed on inactive status. Detailed in a letter from the chairman of the APEB, dated April 30, 2014, one individual has applied for reinstatement as an active DPE. Upon review of her application and finding that her continuing education requirements have been satisfied, the APEB recommends her reinstatement to active DPE status.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of these applications and credentials, the APEB has found that the two candidates listed above satisfy these requirements. These findings were also documented in a letter dated April 30, 2014, from the Chairman of the APEB.

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Two letters dated April 30, 2014, from the Chairman of the APEB to the Chairman of the Board of Supervisors.

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

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Virginia Department of Transportation

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April 30, 2014

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

Dear Chairman Bulova:

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

Mitra K. Amirhakimi - #121 --- Inactive 6/18/2007

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

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

Sincerely,

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

Received

MAY - 7 2014

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Directors Office

Engineers & Surveyors Institute
Founded 1987

Engineers & Surveyors Institute

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EXECUTIVE DIRECTOR
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April 30, 2014

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

Dear Chairman Bulova:

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

Name	Reg. No.
Amir Ahmadzadeh	#306
Deepak Bhinge	#307

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

Sincerely,

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

Received
MAY - 7 2014
Land Development Services
Directors Office

ADMINISTRATIVE – 8

Authorization to Advertise a Public Hearing to Consider Amendments to *The Code of the County of Fairfax, Virginia*—Chapter 82 (Motor Vehicles and Traffic), Article 5 (Stopping, Standing and Parking), Section 82-5-39

ISSUE:
Board authorization to advertise a public hearing to consider amendment to *The Code of the County of Fairfax,* Chapter 82, Article 5, Section 82-5-39.

RECOMMENDATIONS:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for July 1, 2014, to allow for advertisement of a public hearing and amendment of the ordinance before the Silver Line opens.

TIMING:
Authorization to advertise the proposed amendments is requested on June 3, 2014; Board of Supervisors' public hearing scheduled for July 1, 2014, at 4:00 p.m.

BACKGROUND:
As part of the Silver Line Metrorail extension in the Dulles Corridor, the County has established a parking facility, and will develop and own additional parking facilities, for Metrorail patrons. State law provides that the governing body of any county may, by ordinance, provide for the regulation of parking on county-owned or leased property. Chapter 82, Article 5, Section 82-5-39 of *The Code of the County of Fairfax, Virginia* currently regulates parking in areas owned/operated by Washington Metropolitan Area Transit Authority (WMATA). Staff recommends that the Board amend and readopt Section 82-5-39 to include those parking areas in the Metrorail system that are or will be owned or controlled by the County. The regulations imposed by Section 82-5-39 will include, among other things, complying with posted signs, establishing parking fees, and prohibiting parking in a marked fire lane.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Amendments to *The Code of the County of Fairfax*, Section 82-5-39.
Attachment 2 – Virginia Code § 46.2-1221

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Division Chief, Coordination & Funding Division, FCDOT
Erin C. Ward, Senior Assistant County Attorney
Patricia Moody McCay, Assistant County Attorney

AN ORDINANCE AMENDING CHAPTER 82, ARTICLE 5 OF THE FAIRFAX COUNTY CODE, RELATING TO REGULATION OF PARKING FACILITIES AT METRORAIL STATIONS

…

Draft of June 3, 2014

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 82-5-39

Be it ordained by the Board of Supervisors of Fairfax County that Section 82-5-39 is amended and re-adopted to read as follows:

Section 82-5-39. Regulation of Metrorail parking area(s);~~parking in areas owned/operated by Washington Metropolitan Area Transit Authority (WMATA);~~ authority; penalties for violation.

(a) For purposes of this Section a "Metrorail Parking Area" shall mean: (i) any parking lot, garage or other facility owned or controlled by the Washington Metropolitan Area Transit Authority (WMATA) for the parking of motor vehicles, mopeds or bicycles by WMATA patrons or employees within Fairfax County; and (ii) any parking lot, garage or other facility owned or controlled by the County for the parking of motor vehicles, mopeds or bicycles by WMATA patrons. A Metrorail Parking Area owned or controlled by WMATA and operated by the County or a Metrorail Parking Area owned or controlled by the County and operated by WMATA shall not be deemed to be controlled by the operator unless a contract between them shall make specific reference to this provision of this ordinance and shall provide otherwise.

(b) WMATA shall set the parking fee for Metrorail Parking Areas owned or controlled by WMATA. The parking fee for Metrorail Parking Areas owned or controlled by the County shall be set by the Board of Supervisors, on the recommendation of the County Executive. The County shall consider the parking fee charged by WMATA in setting the parking fee for the County-owned or -controlled Metrorail Parking Area(s).

(c) It shall be unlawful, while in or on a Metrorail Parking Area(s) to*:* ~~parking lot, garage or other facility owned, operated or controlled by WMATA and designated by WMATA for the parking of motor vehicles, mopeds or bicycles by either patrons or employees within Fairfax County to~~:

(1) Stop, park or stand in any place contrary to: (i) the direction of any sign posted by WMATA or the County or (ii) the direction of a Metro Transit police officer or Fairfax County police officer.

(2) Obstruct egress or ingress or otherwise render dangerous the use of a Metrorail Parking Area ~~the parking lot, garage or other facility designated by WMATA as a parking facility~~, except in the event of an accident, emergency or mechanical breakdown, or at the direction of a Metro Transit police officer or Fairfax County police officer. If such vehicle is not promptly removed, such removal may be ordered by a police officer at the expense of the owner of said vehicle.~~; if~~ If it becomes necessary to tow a vehicle from WMATA property in Fairfax County, Metro Transit Police will request from Fairfax County Police the services of the nearest available towing company on the Fairfax County Police list of authorized towing companies. Metro Transit Police will advise Fairfax County Police Communications Center of all vehicles which are impounded. Towing vehicles from County property shall be conducted in accordance with Section 82-5-32.

(3) Stop, park or stand in any area designated by sign as a fire zone or fire lane ~~designated and signed by WMATA or Fairfax County~~.

(4) Park upon any portion of a parking lot, garage or other facility designated or used as a sidewalk, walkway, landscaped area or lawn.

(5) Load or unload passengers, except at places designated by ~~WMATA~~ signs for the loading and unloading of passengers.

(6) Stop, stand or park a vehicle other than a ~~WMATA~~ public passenger vehicle within thirty (30) feet of a bus stop when such bus stop has been designated and signed by WMATA ~~of Fairfax~~ or the County.

(7) Fail or refuse to pay the established fee for the privilege of parking at a Metrorail Parking Area ~~parking lot, garage or other parking facility~~.

(8) [reserved] ~~Fail or refuse to pay the established fee in the parking meter or parking fee collection box designated for the parking space or to utilize the parking space beyond the parking period purchased by the fee deposited in accordance with the provisions of this Section. "Established fee" is defined for purposes of this Section as payment of the cost of the service for the parking (of any vehicle) in any parking facility owned, operated or controlled by WMATA or its designated agent and at the time and place directed by WMATA or its designated agent.~~

(9) Cause to be operated bicycles, skateboards, minibikes, mopeds, trail bikes or any other wheeled vehicle in or on the parking lot, garage or other facility, except when the wheeled vehicle is being parked in accordance with public parking ordinances.

(10) Fail or refuse to leave any parking lot, garage or other facility after being ordered to do so by the attendant or other designated agent of WMATA or a Fairfax County police officer.

(d) Any person violating the provisions of this Section shall be punished by a fine established in accordance with Section 82-1-32.

(e) Unless otherwise provided herein, all provisions of the statutes of the Commonwealth of Virginia, and ordinances of the County of Fairfax, relating to public parking, including but not limited to public streets, public alleyways, fire lanes, fire zones, public sidewalks, public parking facilities, and/or public buildings are applicable to the Metrorail Parking Area(s). ~~parking facilities, parking lots, parking garages and other facilities designed by WMATA as parking facilities for the parking of all motor vehicles, mopeds or bicycles, and owned, operated or controlled by WMATA. (13-84-82; 17-87-82; 15-00-82.)~~

West's Annotated Code of Virginia
Title 46.2. Motor Vehicles (Refs & Annos)
Subtitle III. Operation
Chapter 12. Abandoned, Immobilized, Unattended and Trespassing Vehicles; Parking (Refs & Annos)
Article 3. Trespassing Vehicles, Parking, and Towing (Refs & Annos)

VA Code Ann. § 46.2-1221

§ 46.2-1221. Authority of county to regulate parking on county-owned or leased property or on county highways; parking meters; presumption as to violation of ordinances

Currentness

The governing body of any county may, by ordinance, provide for the regulation of parking on county-owned or leased property and may prohibit parking within fifteen feet of any fire hydrant or in any way obstructing a fire hydrant.

In any prosecution charging a violation of the ordinance or regulation, proof that the vehicle described in the complaint, summons, parking ticket citation, or warrant was parked in violation of the ordinance or regulation, together with proof that the defendant was at the time the registered owner of the vehicle, as required by Chapter 6 (§ 46.2-600 et seq.) of this title, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person who committed the violation.

Credits
Acts 1989. c. 727; Acts 1991, c. 219; Acts 1994, c. 218; Acts 1995, c. 66.

VA Code Ann. § 46.2-1221, VA ST § 46.2-1221
Current through End of the 2013 Reg. Sess. and the End of 2013 Sp. S. I and includes 2014 Reg. Sess. cc. 1, 2, 8, 23, 29, 47 and 59.

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Board Agenda Item
June 3, 2014

ADMINISTRATIVE – 9

Extension of Review Period for 2232 Review Application (Dranesville District)

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

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: 2232-D13- 9 to August 8, 2014.

TIMING:
Board action is required on June 3, 2014, to extend the review period of the application noted above before it expires.

BACKGROUND:
Subsection B of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within sixty days of a submission, unless the time is extended by the governing body, shall be deemed approval." Subsection F of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within ninety days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than sixty additional days."

The Board is asked to extend the review period for application 2232-D13-9; which was accepted for review by the Department of Planning and Zoning (DPZ) on March 10, 2014, and thus, is subject to the State Code provision that the Board may extend the time required for the Planning Commission to act on this application by no more than sixty (60) additional days. Therefore, the review period for 2232-D13-9 should be extended as follows:

2232-D13-9	CWS VII, LLC & The Trustees of the Andrew Chapel United Methodist Church Proposed Bell Tower/Telecommunications Facility

Board Agenda Item
June 3, 2014

1301 Trap Road, Vienna
Dranesville District
Extend review period to August 8, 2014

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

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
None

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

Board Agenda Item
June 3, 2014

ADMINISTRATIVE – 10

Authorization to Advertise a Public Hearing on an Interim Agreement with Wesley Hamel Lewinsville, LLC for the Redevelopment of the Lewinsville Senior Center and Daycare Property (Dranesville District)

ISSUE:
Board authorization of a Public Hearing on an Interim Agreement with Wesley Hamel Lewinsville LLC ("Wesley-Hamel") for the redevelopment of the Board-owned Lewinsville Senior Center and Daycare property (the "Lewinsville property"). The Interim Agreement would permit Wesley-Hamel to conduct due diligence on the site and file a rezoning action in the form of a Special Exception Amendment, to be followed by the filing of a Site Plan.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a Public Hearing for June 17, 2014, at 4:30 p.m. on the Interim Agreement.

TIMING:
Authorization on June 3, 2014 will permit the Public Hearing to be held on the Interim Agreement on June 17, 2014, facilitate the public comment period as required by the Code of Virginia, and all the Board to take action on the Interim Agreement at its meeting on July 29, 2014.

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

Prior Redevelopment Proposal: On February 9, 2004, the Board approved Special Exception Amendment SEA 94-D-002 and 2232 D-03-09, which permitted the construction of a redesigned 52,500 square foot building (the "Prior Proposal"), in addition to the existing 38,355 square foot facility. The Prior Proposal would have

provided for, among other things, a 60-bed Assisted Living facility with commercial kitchen and dining facility. However, due to the costs to construct and operate such an Assisted Living facility, the County elected to pursue the currently proposed independent living senior residential model that could be constructed and operated under a ground lease at no cost to the County.

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

Six (6) proposals were received in response to the PPEA solicitation. A Selection Advisory Committee (SAC) comprised of representatives from the County's Department of Housing and Community Development, the Department of Planning and Zoning, the Department of Management and Budget, the Department of Public Works and Environmental Services, the Department of Human Services, and the County Health Department was formed. A Technical Advisory Committee (TAC) was also formed to provide technical input. The TAC included County staff with technical expertise and the County's real estate advisor, Jones Lang LaSalle. The SAC evaluated the six proposals in accordance with the criteria and procedures established under PPEA. The SAC considered the technical and financial merits of proposals of each offeror, conducted oral interviews with top ranked candidates, and received written responses to clarification questions and negotiation points from the top ranked offerors. The SAC evaluated and ranked the proposals in accordance with the criteria and procedures set forth in the PPEA and concluded that Wesley Hamel best demonstrated the ability and capacity to meet the county's needs as identified in the PPEA. Based on this evaluation, the SAC recommends entering into an Interim Agreement with Wesley Hamel.

About the Proposed Interim Agreement: The proposed Interim Agreement establishes general terms and conditions that may lead to a Master Development Agreement between the County and Wesley-Hamel. Key components of the proposed Interim Agreement include:

- *Designating Wesley-Hamel as Board Agent for Land Use Purposes:* The proposed Interim Agreement designates Wesley-Hamel as the Board's agent for the limited purpose of pursuing the land use entitlements with respect to the property and permits Wesley-Hamel to file the necessary applications for zoning and land use approvals (land use entitlements) prior to execution of a final, full Master Development Agreement for the redevelopment of the property.

- *Timing and Cost of Land Use Application:* Wesley-Hamel will be required to file the initial land use entitlement application for a Special Exception Amendment (SEA) within 120 days of date of the Interim Agreement and stipulates that Wesley-Hamel will be responsible for all costs associated with the SEA process.

- *Predevelopment Costs:* The proposed Interim Agreement establishes the predevelopment responsibilities and costs of each party with respect to the preparation and filing of the Site Plan (i.e. design, engineering, architectural, legal) for the Senior and Daycare Center and the Senior Independent Living Residence.

- *Responsibilities for Senior Independent Living Residence:* Wesley-Hamel shall, at no cost to County, design, develop, construct, own and operate the Senior Independent Living Residence under a long-term ground lease.

- *Responsibilities for Senior and Daycare Center:* The County, at its cost, shall design, construct, own and operate the Senior and Daycare Center; however, the proposed Interim Agreement also provides Wesley-Hamel the opportunity, at the County's sole discretion, to provide the County, in its proprietary capacity, with a bid to construct the Senior and Daycare Center.

- *Responsibilities for Site Infrastructure Construction and Cost:* Wesley-Hamel will be responsible, unless otherwise decided, for the construction of the entire site's infrastructure. Each party shall be responsible for the cost of its pro-rata portion thereof.

- *Master Development Agreement:* The proposed Interim Agreement stipulates that Wesley-Hamel and the County will pursue negotiations, diligently and in good faith, of a Master Development Agreement (MDA) that shall address the financial and transactional aspects of the redevelopment of the property. The MDA shall contain a negotiated Ground Lease. The proposed agreement also requires Wesley-Hamel to receive SEA approval and to have made its initial Site Plan submission and received staff comments prior to the Board of Supervisors entering into the MDA. Approval of the MDA shall occur concurrently with the approval of the SEA.

- *Project Design:* Wesley-Hamel is required to consult and coordinate with the County regarding the design of the Senior Independent Living Residence, so that its design

is consistent with the design submitted in response to the RFP and homogeneous with the County's design of the Senior and Daycare Center.

- *Land Use Entitlement Cooperation:* The proposed Interim Agreement requires the parties to coordinate on and diligently pursue the land use entitlements, although the County's approval and execution of the proffered conditions shall be in the County's sole and absolute discretion.

- *Residential Tenant Relocation Plan:* A relocation plan for the 22 current Lewinsville residents will be developed during the negotiations of the full Master Development Agreement and will be subject to the approval of the County and the Fairfax County Redevelopment and Housing Authority (FCRHA), which operates the current residential component of the Lewinsville property on behalf of the County. The relocation plan is intended to provide the option for current residents to be able to live at the new Senior Independent Living Residence when complete, if they meet eligibility requirements.

- *Tax Credit Financing:* The proposed Interim Agreement requires Wesley Hamel to prepare and submit an application to the Virginia Housing and Development Authority for 9% Low Income Housing Tax Credits in 2015 and again in 2016 if not initially awarded in 2015.

FISCAL IMPACT:
There is no fiscal impact to authorize the public hearing on June 17, 2014. The total development cost of the Senior and Daycare facility is approximately $15 million, however a total amount of $1.6 million is required prior to providing permanent financing to perform preconstruction and engineering services.

Under the proposed Interim Agreement, the County would be obligated to pay its share of actual predevelopment costs with respect to the preparation and filing of the initial Site Plan (i.e. design and engineering), in an amount of up to $222,500. Additionally, the County will contribute $100,000 toward Site Plan costs, to be reimbursed in the event the parties reach agreement on a final Master Development Agreement. In addition, funding of $350,000 will be required to proceed with architectural design. The remaining amount of approximately $950,000 would be required prior to permanent financing for the balance of predevelopment costs. While the proposed Interim Agreement establishes the general parameters for the redevelopment of the property, final terms and conditions will be established in a Master Development Agreement negotiated between the County and Wesley-Hamel, subject to Board approval, currently anticipated to take place in the winter of 2014.

As part of the Adopted FY 2011 Capital Improvement Program, the Board of Supervisors approved the use of long term financing for capital renovations at Lewinsville, as discussed in the context of the Housing Blueprint. Funding for all costs associated with the preliminary design and predevelopment costs, which include funding required as part of the proposed Interim Agreement, are available in the Lewinsville Expansion Project (2H38-064-000) under the Housing Trust Fund (40300) and project balances in County Construction (30010), which will be reallocated as part of FY 2014 Carryover. It should be noted that the design and predevelopment costs relate to the County Senior and Daycare Center, and not the Senior Independent Living Residence component; therefore, the Housing Trust Fund will be reimbursed from future financing.

Staff recommends approval of a reimbursement resolution for the aforementioned costs that would be included and coincide with Board approval of the proposed Interim Agreement, tentatively scheduled for July 29, 2014. These funds would be reimbursed as part of the bond financing for the project, which is currently scheduled for the spring 2016. The County will consider bond financing through the Fairfax County Economic Development Authority, the FCRHA or the Virginia Resources Authority's (VRA) Virginia Pooled Financing Program. The decision to sell the bonds through one of these entities will be determined based on market conditions in the months leading up to the bond sale. The future debt service payments on the Lewinsville project will be paid by the County from the Consolidated Debt Service Fund (20000). The financing cost of this project has been included as part of the County's out year financial forecast and debt ratio projections, as cited in the Adopted FY 2015-2019 Capital Improvement Program.

ENCLOSED DOCUMENTS:
Attachment 1: Interim Agreement (also posted online under PPEA Opportunities at: http://www.fairfaxcounty.gov/dpsm)
Attachment 2: Notice of Public Hearing on the Interim Agreement

STAFF:
Patricia D. Harrison, Deputy County Executive
Paula Sampson, Director, Department of Housing and Community Development (HCD)
John L. Payne, Deputy Director, Real Estate, HCD
Hossein Malayeri, Director, Design, Development and Construction Division, HCD
Joe LaHait, Debt Coordinator, Department of Management and Budget

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INTERIM AGREEMENT

This **INTERIM AGREEMENT** ("Agreement") is made this ___ day of _____ 2014, by and between 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 (the "County"), and **WESLEY HAMEL LEWINSVILLE LLC**, a Virginia limited liability company ("Master Developer"). Master Developer and the County may each be referred to individually, as a "Party", and collectively, as the "Parties" under this Agreement.

RECITALS:

R-1. The County is the fee simple owner of a 8.65 acre tract of land in McLean, Virginia, having an address located at 1609 Great Falls Street, McLean, Virginia, and further described as Fairfax County Tax Map ID number 0303 01 0042, upon which a senior center and day care center are built and which are commonly referred to as the Lewinsville Senior Center and Day Care Center (the "Property").

R-2. The Property currently consists of a twenty-two (22) unit senior living facility, an adult day care center, two separate child day care centers and adjacent athletic fields.

R-3. On February 9, 2004, the County, in its regulatory capacity, approved Special Exception Amendment SEA 94-D-002 and 2232 D-03-09 (collectively, the "2004 Special Exception Amendment"), which permitted the construction of a redesigned 52,500 square foot building (the "Originally Contemplated Senior Residential Facility"), in addition to the existing 38,355 square foot Lewinsville Senior Center and Daycare Center (the "Existing Senior and Daycare Center"). The Originally Contemplated Senior Residential Facility, if constructed, would have provided for a sixty (60) bed assisted living facility with commercial kitchen and dining facility. Additionally, the 2004 Special Exception Amendment provided: (i) that the facilities in the adult day care center within the Existing Senior and Daycare Center was to expand to accommodate an increase from sixty-five (65) to eighty (80) adults; and (ii) that the senior center within the Existing Senior and Daycare Center was to expand to accommodate an increase from seventy-five (75) to eighty (80) adults and provide a family respite center to serve seniors with Alzheimer's disease.

R-4. Pursuant to that certain Request for Proposal Number RFP-2000000263, issued May 14, 2012 in accordance with the provisions granted by the Public Private Education Facilities and Infrastructure Act of 2002, Virginia Code Ann. §§ 56-575.1 et seq. (2012) (such Request for Proposal, as subsequently amended by certain addendums, collectively, the "RFP"), the County desired to enter into a contract with a developer to: (i) act as agent for the County to take the necessary steps to file an amendment to the 2004 Special Exception Amendment that allows for the development described in (ii) and (iii) hereafter; (ii) raze the Existing Senior and Daycare Center and design and construct a replacement facility (hereafter referred to as, the "Senior and Daycare Center") on the Property to be owned and operated by the County; and (iii) design, develop, construct own and operate, as provided herein, a senior residential facility (hereafter referred to as the "RFP Senior Independent

Living Residence") instead of the Originally Contemplated Senior Residential Facility, which will contain up to eighty (80) affordable senior units on the Property under a long term ground lease from the County.

R-5. The RFP further provided that the County reserves the right to select a developer to design, develop and construct: (i) the infrastructure (including, without limitation, roads, drive aisles, parking, curb cuts, sewer, electricity and other utilities from the closest point of public access to the Property and storm water management facilities) for the entire Property (the "Infrastructure Improvements"); (ii) the Senior and Daycare Center; (iii) the RFP Senior Independent Living Residence; or (iv) any combination of (i), (ii) and (iii) herein. The term "Infrastructure Improvements," when referencing the portion of the Property that is allocated for the Senior and Daycare Center, means those improvements which are necessary to make that portion of the Property a "pad ready site" for the construction of the Senior and Daycare Center.

R-6. Master Developer submitted a response to the RFP (as amended, the "Master Developer Response") which was determined by the County to be the most responsive to the RFP. The Master Developer Response proposed up to eighty-two (82) affordable senior units (the "Senior Independent Living Residence").

R-7. Given the shared desire of the County and Master Developer to proceed with the design- and zoning-related work on the Property as soon as possible, the Parties agree that it is necessary to commence the design- and zoning-related work necessary to file the applications for zoning and land use approvals prior to execution of a final, master development agreement regarding the development of the Project (defined below).

R-8. The County and Master Developer desire to enter into this Agreement in order to initiate certain actions set forth in the Recital above and undertake certain other actions as set forth in this Agreement in furtherance of the Master Developer Response and the negotiations conducted to date.

R-9. Notwithstanding that a master development agreement regarding the Project has not been executed, and with full recognition that the Parties may be unsuccessful in concluding a final master development agreement regarding the Project, the County has agreed to allow Master Developer the exclusive right to pursue the land use planning, design, financing application(s), and other work activities referenced herein and necessary to obtain approval of the Development Approvals (as defined below) and shall appoint Master Developer its agent as provided in Section 2(a) and (b) with respect to the Project and the Property, and Master Developer has agreed to accept such agency and responsibilities outlined hereinabove, subject to and in accordance with the terms of this Agreement.

R-10. The County intends to engage Master Developer under the final master development agreement to (i) raze the Existing Senior and Daycare Center, (ii) design, develop and construct the Infrastructure Improvements (both (i) and (ii) being subject to Section 6(a)(vi) below), and (iii) design, develop, construct, own and operate the Senior Independent Living Residence (collectively, the "Project"); *provided however*, that the County desires to retain the right to elect, as provided in this Agreement, that Master

Developer design, develop and construct the Senior and Daycare Center in addition to (and to become part of) the Project, pursuant to the terms and conditions set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the Recitals, which are hereby incorporated into this Agreement by reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement shall commence on the date hereof and continue unless otherwise terminated in accordance with the terms hereof or superseded by the Comprehensive Agreement (defined below).

2. Designation of Master Developer as Agent.

a. The County hereby designates Master Developer as its agent for the limited purpose of pursuing the Development Approvals with respect to the Property that relate to the Project, subject to the terms and conditions set forth in this Agreement, and Master Developer hereby accepts such designation.

b. The County hereby acknowledges and agrees that Master Developer, as the County's agent, is hereby authorized to commence the land use planning, design, and other work activities necessary to obtain the following with respect to the Property that relate to the Project (collectively, the "Development Approvals"), which shall include, without limitation:

i. a Special Exception Amendment ("SEA") (as defined in the appropriate regulations promulgated by the Fairfax County Department of Planning and Zoning ("DPZ")) for the Project and the Senior and Daycare Center;

ii. an approved site plan for the Project (the "Site Plan"), which will incorporate the Senior and Daycare Center, subject to Section 3(e) below; and

iii. any other regulatory approvals necessary in connection with the above.

c. Master Developer hereby acknowledges and agrees that the agency created hereby is temporary and shall immediately terminate upon any termination of this Agreement in accordance with the terms hereof. Upon such termination of the agency created hereby, Master Developer shall immediately cease all work with respect to the Development Approvals and, thereafter, Master Developer shall have no further right, duty or obligation to pursue the Development Approvals on behalf of the County.

3. Agreement Regarding Development Approval Process.

a. Master Developer shall (1) consult and coordinate with the County regarding the design of the Project, and (2) provide prior written notice to the County and request for approval regarding all submissions to be made in connection with the Development Approvals. Master Developer shall submit within one hundred twenty (120) days of the date of this Agreement, for approval by the County, plans for relocation of the services provided by the Existing Senior and Daycare Center (the "Relocation Plan"), including without limitation, the housing of the residents therein, provided such residents meet any applicable eligibility requirements. The Relocation Plan will be subject to the County's review and approval, which approval will not be unreasonably withheld, conditioned or delayed.

b. Master Developer hereby acknowledges and agrees that the Development Approvals shall be sought after for the Project (subject to the County's election rights to modify the scope of work (and definition of "Project") under each Section 3(n) and Section 6(a)(vi) below) and that the Development Approvals shall be sought through concurrent processes.

c. Unless otherwise waived or modified in writing by the County, Master Developer shall provide the County a copy (in any format desired by the County (i.e. electronic, paper, or physical copies of documents due to size or volume)) of all submissions to be made in connection with the Development Approvals for the County's review and approval at least ten (10) business days prior to Master Developer's anticipated filing with or submission of the same to the applicable governmental agencies. All such notices and requests required of Master Developer by this Section 3(c) shall not be subject to the Notice provisions of Section 8 below; instead, all notices required in this Section 3(c) (including requests for approvals) shall be delivered to Rex Peters, Department of Housing and Community Development, and any other person(s) as may be delegated by the County and in such format as may be requested. Approval of such submissions shall be in the County's sole and absolute discretion; *provided however*, that the County's approval of any submissions will not be unreasonably withheld in circumstances where the County's review is the result of a refinement of the scope and substance of prior approved submissions (but excluding when such comments are in response to issues or questions raised by the County, in its governmental/regulatory capacity) as part of the Development Approvals process. If the County (1) notifies Master Developer in writing of its disapproval, or (2) fails to notify Master Developer of its approval or disapproval of any such submissions within ten (10) business days after its receipt of Master Developer's approval request; the following shall occur:

i. In the event of (1) hereinabove, the County shall state the reasons for its disapproval with reasonable detail in order for Master Developer to have sufficient information to correct, amend or alter any such submissions and resubmit the same to the County in accordance with this Section; or

ii. In the event of (2) hereinabove, Master Developer shall send a second notice to the County giving notice to the County of its failure to respond and the County shall respond within five (5) business days of such notice; and

Upon receipt of the County's approval, Master Developer may proceed with the submission. Notwithstanding any of the foregoing, the Parties agree that any approval of the County of

submissions by Master Developer pursuant to this Section 3(c) shall be in the County's capacity as land owner only, and shall not be construed to imply approval as a regulator.

d. Within one hundred and twenty (120) days after the date of this Agreement, Master Developer shall file an application for the SEA with the appropriate regulatory agencies.

e. The County shall provide to Master Developer any needs assessment and performance specifications for the Senior and Daycare Center which are necessary for its incorporation into the Site Plan within ninety (90) days after the date of this Agreement. In the event the County does not provide such needs assessment and performance specifications within such time period, the Master Developer may file an initial submittal of the Site Plan for the Project without incorporating the Senior and Daycare Center, *provided however*, that the Master Developer shall include the Senior and Daycare Center on subsequent submittals of the Site Plan in accordance with Section 3(n)(iii) below after the County delivers such drawings and performance specifications.

f. The County shall reasonably cooperate with Master Developer to obtain any consents or approvals from the Board of Supervisors that may be required in connection with the Development Approvals, and to otherwise reasonably cooperate with Master Developer in the pursuit of the Development Approvals.

g. The County shall prepare and complete the needs assessment and performance specifications for the Senior and Daycare Center. If the County desires to have Master Developer bid on the development and construction of the Senior and Daycare Center during the term of this Agreement, the County shall provide to Master Developer such needs assessment and performance specifications (including without limitation, any civil, architectural, structural, mechanical, electrical, plumbing, HVAC, technology and life safety performance criteria) that are to be incorporated into the Senior and Daycare Center design. The needs assessment and performance specifications to be delivered by the County in this Section 3 shall include (either in the same documents or by separate documents) any needs assessments that the County determines are necessary for the Senior and Daycare Center design, to be incorporated by Master Developer as provided in this Section 3. Master Developer agrees, that if the County elects for Master Developer to develop and construct the Senior and Daycare Center in accordance with Section 3(n) below, Master Developer will incorporate the needs assessment and performance specifications provided by the County for the Senior and Daycare Center into the documents for the Development Approvals and the rights and responsibilities in connection therewith will be incorporated therein and in the MDA (as defined below).

h. It is further acknowledged and understood that the entitlement of the Property will require execution of proffered conditions by Master Developer and the County. The County and Master Developer shall consult and coordinate as to the substance of such proffered conditions. The County's approval and execution of the proffered conditions shall be in the County's sole and absolute discretion; *provided however*, that such approval and execution shall not be unreasonably withheld, conditioned or delayed with respect to proffered conditions that (i) are reasonably related to elements of Development Approvals submissions previously approved by the County, and (ii) otherwise reflect the obligations of this Agreement and the MDA.

i. It is further acknowledged and understood that the County may decline to approve Master Developer's proposed Development Approvals submission(s) if they do not, in the County's reasonable determination, conform with the terms set forth in the RFP, including without limitation, Section 8 of the RFP, entitled, "*Project Vision, Components and Requirements*".

j. During the term of this Agreement, Master Developer and its agents may access the Property upon reasonable advance notice to the County – including, for purposes of this Section 3(j), notice to Rex Peters of the County's Department of Housing and Community Development, and any other person(s) as may be delegated by the County – in order to conduct such activities as Master Developer reasonably determines are necessary or appropriate in connection with the Development Approvals or any financing applications for the Project. Master Developer shall conduct such activities in a manner so as to minimize any disturbance to the residents and occupants of the Existing Senior and Daycare Center. Master Developer shall, and shall cause any of its employees or agents entering onto the Property to, deliver to the County certificates of insurance listing the County as an additional insured and evidencing general liability insurance coverage in the amount of at least $1,000,000. Master Developer shall further (i) repair and restore any damage to the Property or the improvements thereon caused by Master Developer's activities (or those of its employees or agents) under this subsection, and (ii) indemnify, defend, and hold the County harmless from and against any and all liability, cost, or expense, including any damage to the Property or the improvements thereon, resulting or arising from Master Developer's activities (or those of its employees or agents) under this subsection, except to the extent caused by the negligence or willful act or omission of the County, its agents, or employees. Notwithstanding anything herein to the contrary, neither this subsection, nor any portion thereof, nor any other provision in this Agreement shall constitute a waiver of the County's sovereign immunity. This subsection shall survive termination of this Agreement.

k. Master Developer shall be responsible for all costs, other than County Costs (as defined below), associated with the approvals for the Site Plan. In addition to the County Costs, the County shall pay up to One Hundred Thousand Dollars ($100,000.00) to Master Developer to be applied by Master Developer for costs of the preparation of the Site Plan related to the Infrastructure Improvements for the Project, subject to being reimbursed by Master Developer under the MDA in accordance with Section 6(a)(vii) below (if applicable).

l. A preliminary budget (the "Preliminary Budget") for the costs associated with the Development Approvals is attached hereto as Exhibit A, and made a part hereof. The Preliminary Budget shall set forth all costs, on a line-item basis. The Preliminary Budget shall set forth (where applicable) the County's pro-rata share of costs for the Site Plan, which are those costs for the Site Plan attributable to the Senior and Day Care Center, the adjacent athletic fields and the Infrastructure Improvements related thereto (the "County Costs"). Master Developer shall be solely responsible for any and all costs related to the SEA approval process and to the extent that any Development Approvals costs for the Site Plan exceed the line-item cost amounts set forth in the Preliminary Budget, unless (a) otherwise agreed to in writing by the County (which will not be unreasonably withheld) or (b) to the extent that other line-items contain savings and the work related to such line items have been completed, then such excess funds may be reallocated to other line items in the Preliminary Budget.

m. Master Developer and the County acknowledge and agree that the line-item amounts set forth on the Preliminary Budget, and the portions thereof which are County Costs, represent a fair and just compensation for the work to be performed by Master Developer during the Development Approvals process. Master Developer agrees that, pursuant to the terms and conditions of this Agreement, Master Developer shall (subject to any rights of reimbursement of certain costs as set forth in Section 7(d) of this Agreement) (i) assign all of its rights and interests (if any) in and to any obtained Development Approvals, and deliver (or cause to be delivered) originals or copies of any and all other documents related to the same to the County, and (ii) assign to the County all of its rights and interests (including all rights of ownership) to, and provide and deliver (or cause to be provided or delivered) to the County any and all work product produced by Master Developer or its contractors and consultants associated with the Project, together with any third-party consents necessary therefor (collectively, roman numerals (i) and (ii) in this sentence shall be referred to as the "Work Product"). The foregoing obligations shall survive the termination of this Agreement and shall be expressly conditioned upon termination of this Agreement.

n. Notwithstanding anything to the contrary set forth in this Agreement, Master Developer acknowledges and agrees that the County may elect to have Master Developer develop and construct the Senior and Daycare Center in accordance with the Development Approvals. The County will have the right to make such election at any time prior to submission of the Site Plan. In the event that the County makes such election, the County and Master Developer agree as follows:

i. The County shall provide written notice to Master Developer of its election to have Master Developer design, develop and construct the Senior and Daycare Center;

ii. The County shall provide Master Developer with the needs assessment and performance specifications described in Section 3(g) above for the Senior and Daycare Center. Master Developer and the County agree that such needs assessment and performance specifications are a pre-requisite to being able to agree on a Project Budget (as defined below) and enter into the Comprehensive Agreement;

iii. In the event the County had not previously submitted to Master Developer the needs assessment and performance specifications for the Senior and Daycare Center for inclusion in the initial submittal of the Site Plan as provided in Section 3(e) above, Master Developer shall have an additional sixty (60) days from the date the County delivers to the Master Developer such needs assessment and performance specifications to update and submit (or re-submit, if previously submitted) a revised Site Plan that includes the Senior and Daycare Center;

iv. Master Developer and the County will use their best good faith efforts to agree on a revised Preliminary Budget and revised County Costs, and the same will be included as part of this Agreement (by amendment or addendum to Exhibit A); and

v. Subject to satisfaction of the other conditions and modifications to the Agreement as set forth in this Section 3(n), the term "Project" as used in this Agreement shall be deemed to include the design, development and construction of the Senior and Daycare Center.

4. Security During Interim Agreement. As a material inducement to the County to enter into this Agreement and have Master Developer undertake the duties and obligations required hereunder, the County has required that Master Developer provide additional security to secure its payment and performance obligations hereunder. The Master Developer shall provide one of the following forms of security for its obligations under this Agreement:

a. each member of Master Developer (each, individually and collectively, as the context requires, a "Completion Guarantor") shall execute and deliver to the County a joint and several guaranty of completion for payment and performance of all of Developer's obligations under this Agreement (the "Completion Guaranty") . Developer shall provide the County with such financial and other information reasonably requested by the County for the proposed Completion Guarantors. The County will approve or disapprove such Completion Guarantors, collectively, in its sole, but reasonable discretion. Developer agrees to provide to the County updated financial information reasonably requested by the County (including, without limitation, financial statements which include the net worth, assets, liabilities (including any contingent liabilities) of such Completion Guarantor) on a quarterly basis in order to establish that such Completion Guarantors are in compliance to have the financial capability of paying and performing for all of Master Developer's obligations under this Agreement. The form of the Completion Guaranty executed by the Completion Guarantors shall be in substantially the same form set forth in Exhibit C attached hereto and made a part hereof; or

b. Master Developer may post a clean, unconditional and irrevocable letter of credit in a commercially reasonable form, subject to the County's approval, which approval shall not be unreasonably withheld, conditioned or delayed (the "Letter of Credit"), issued by a bank or similar financial institution (the "Bank") reasonably satisfactory to the County, in an amount equal to the costs to be incurred by Master Developer under the Preliminary Budget for the Development Approvals and any other obligations, the costs for which are the responsibility of Master Developer, as set forth in Exhibit A or elsewhere in this Agreement. The Letter of Credit shall have an expiration date no earlier than the first anniversary of the date of issuance thereof and it shall be automatically renewed from year-to-year unless terminated by the Bank by notice to the County given not less than sixty (60) days prior to the then expiration date therefor. It is agreed that in the event Master Developer has not paid, when due, any costs for which it is responsible under the Preliminary Budget or this Agreement, the County shall have the right to require the Bank to make payment to the County of so much of the proceeds of the Letter of Credit as shall be necessary to pay any such amounts then due and owing, and for any sum which the County may expend or may be required to expend by reason of Master Developer's failure to pay such amounts. If the County applies any part of the proceeds of the Letter of Credit, Master Developer, upon demand, shall deposit with the County promptly the amount so applied or retained (or increase the amount of the Letter of Credit) so that the County shall have the full amount required hereunder on hand at all times during the term of this Agreement. Master Developer shall have the right to substitute one Letter of Credit for another, provided that at all times the Letter of Credit shall meet the requirements hereunder.

5. Conditions Precedent to Comprehensive Agreement. The Parties agree to pursue negotiations, diligently and in good faith, of a comprehensive agreement (the "Comprehensive Agreement") for the design and development of the Project and the leasing, ownership, maintenance and operation of the Senior Independent Living Residence after its completion. The County and Master Developer's obligation to enter into the Comprehensive Agreement are conditioned upon the following:

a. The County's approval of Master Developer's proposed financing plan for the Project (the "Financing Plan"), which will set forth the funding sources for the Senior Independent Living Residence in specific detail, as proposed in the Master Developer Response and revised in subsequent discussions between Master Developer and the County, including whether and to what extent each will be financed by traditional bank financing, low income housing tax credits ("LIHTCs"), bond financing, state or federal economic development grants, equity contributions from Master Developer or its affiliates or other funding sources approved by the County. If the County elects to have the Master Developer develop and construct the Senior and Daycare Center, the County will provide a financing plan and identify funding sources for such costs as part of the Financing Plan. It is the express intent of Master Developer and the County in this Section 5(a) that the Financing Plan proposed by Master Developer and approved by the County will provide for the complete development and construction of the Senior Independent Living Residence portion of the Project, required proffered conditions and other development requirements related thereto in accordance with the MDA and the Project Budget, with no additional contribution being made by or requested of the County other than as provided in the approved Project Budget. Master Developer acknowledges and agrees that the foregoing requirement is a material inducement for the County to enter into a Comprehensive Agreement with Master Developer for the development of the Project.

b. The initial Site Plan has been submitted to the County's Department of Public Works and Environmental Services (DPWES) and an initial response with comments from the Department of Public Works Land Development Services has been returned to Master Developer with sufficient detail for Master Developer and the County (in each Party's reasonable discretion) to make a determination that the Project can be developed, designed and constructed within the parameters (i.e. design and cost) anticipated by the Parties under the RFP and the Master Developer Response.

The condition in subsection (a) is intended for the benefit of the County and the condition in subsection (b) is intended for the benefit of each Party. A condition precedent may be waived, in whole or in part, by the benefited Party, but only by an instrument in writing signed by such Party. In the event all of the conditions set forth in this Section 5 are not satisfied on or before 11:59 p.m. eastern time on July 31, 2015 (or such later date as may be mutually agreed upon in writing by the Parties, the "Outside Date"), Section 7 shall govern unless such condition is waived or extended in writing by the benefited Party.

6. Comprehensive Agreement. The County and Master Developer shall negotiate a full and final Comprehensive Agreement on or before the Outside Date. The Parties further agree that execution of the Comprehensive Agreement, by all Parties, and the approval of the Comprehensive Agreement by the Board of Supervisors of Fairfax County, Virginia are both to occur concurrently with the obtaining and approval by all applicable governmental authorities of

the SEA. The Comprehensive Agreement will consist of the following documents:

a. A master development agreement (an "MDA") to fully provide for the development of the Project generally consistent with the RFP, the Master Developer Response, and the negotiations conducted to date. The MDA will provide the rights and responsibilities of each Party regarding the entire development of the Project, including, *inter alia*:

i. The phasing of the Project and the projected timing of completion of each development phase (the "Project Schedule");

ii. A budget approved by the County and Master Developer for the Project (the "Project Budget"), which will contain a maximum dollar amount to be spent by the County for the Project (the "County Cap");

iii. The Financing Plan for the Project;

iv. The Relocation Plan;

v. In the event that Master Developer fails to obtain any LIHTCs that are necessary under the Financing Plan by the Outside Date, the MDA (and the Project Schedule under the MDA) shall be extended for a period of one (1) year (*i.e.* July 31, 2016, also being referred to below as the "Extended Outside Date") in order for the Master Developer to apply for LIHTCs in calendar year 2016;

vi. In the event that Master Developer fails to obtain any LIHTCs that are necessary under the Financing Plan by the Outside Date, the County may elect, in its sole and absolute discretion, to develop and construct, (A) the Infrastructure Improvements, or (B) the Senior and Daycare Center (if the County had previously elected to have Master Developer develop and construct the Senior and Daycare Center in accordance with Section 3(n) above), or (C) both (A) and (B) of this clause; and

vii. In the event that Master Developer obtains the LIHTCs that are necessary under the Financing Plan on or before the Extended Outside Date, the Master Developer shall reimburse the County for: (A) the One Hundred Thousand Dollars ($100,000.00) paid by the County in connection with the preparation of the Site Plan under Section 3(k) above; and (B) costs for Infrastructure Improvements incurred by the County in connection with Section 6(a)(vi)(A) that are not related to the Senior and Daycare Center (as will be more specifically set forth in the Project Budget). The Master Developer shall reimburse the County as provided herein at the time of closing of the sale of the LIHTCs to an investor or partner purchaser (or in the event the Master Developer elects to retain the LIHTCs, upon closing on the Property under the MDA).

The Parties agree that in the event of a change in the scope of the Project as the result of the County's election to exercise its rights under Section 3(n) or Section 6(a)(vi), the MDA, the Project Schedule, the Project Budget (including the County Cap) and related documentation will be revised, modified and amended as necessary to reflect such election(s). The Parties agree to

negotiate in good faith to agree upon revisions to the subject documents in order to proceed with the Project, as modified by such election(s). The County Cap will not include any change in scope or change orders requested by the County after approval of the Project Budget and the County agrees that it will be responsible for such changes to the extent they exceed the County Cap.

b. A ninety-nine (99) year ground lease for the Senior Independent Living Residence from the County to Master Developer (the "Ground Lease"), or its permitted assignee or designee, to own, operate and manage the Senior Independent Living Residence. The Parties may execute the Ground Lease or an option to lease that provides site control required by VHDA pursuant to the Qualified Allocation Plan and related VHDA Manual for tax credit applications. The Ground Lease will provide for the allocation of responsibilities associated with the Senior Independent Living Residence, including, *inter alia*:

i. Ground rent, maintenance for the interior and the structure of the Senior Independent Living Residence, payment of utilities, taxes, assessments and impositions related to the Senior Independent Living Residence; and

ii. Compliance with applicable affordable housing and senior independent living programs of the County or other governmental authorities having jurisdiction over such matters.

The Parties further agree that if they mutually elect to submit an option to lease for the purposes set forth herein, that the option must contain as an exhibit a copy of a Ground Lease (unexecuted) that contains all of the agreed upon material business and legal terms and is otherwise in a form to be executed, subject to non-material or other *de minimis* changes being incorporated therein.

7. Termination.

a. In the event that: (i) the Parties are unable to reach agreement upon the terms and conditions of the Comprehensive Agreement by the Outside Date, (ii) Master Developer is unable to meet the criteria in Section 5(a) or Section 5(b) by the Outside Date, or (iii) the County determines that the Project cannot be completed within the County Cap (provided, that Master Developer elects not to exercise its rights under Section 7(e) below), or (iv) the Master Developer is unable to obtain the LIHTCs necessary or required under the approved Financing Plan to complete the Project on or before the Extended Outside Date; this Agreement shall terminate and the Parties hereto shall have no further rights or obligations hereunder, except the terms of which shall expressly survive such termination, except as may be provided in subsection (d) below.

b. Intentionally Omitted.

c. In the event of any breach of this Agreement by either Party hereto which default is not cured by the defaulting Party within thirty (30) days after defaulting Party's receipt of written notice of such breach from the non-defaulting Party (or such longer period of time, provided the defaulting Party initiated a cure within such 30-day period and diligently and continuously pursues such cure until completion), the non-defaulting Party shall have the right to either (i) terminate this Agreement, or (ii) pursue any and all other remedies available at law or in equity (expressly excluding, however, rights to continued or specific performance (if any)).

d. To the extent this Agreement is terminated (i) for a Master Developer default under Section 7(a)(ii), Section 7(a)(iv) or Section 7(c), the County shall reimburse Master Developer for the cost of any Work Product that the County desires to use (and that is delivered pursuant to Section 3(m) above), less any County Costs previously paid by the County to (or for the benefit of) Master Developer; or (ii) a default by the County under Section 7(c), the County shall reimburse Master Developer for any work performed by Master Developer (regardless if the County desires to use it or not) prior to the date of termination of this Agreement, less any County Costs previously paid by the County to (or for the benefit of) Master Developer, and subject at all times to (X) the limits of each previously approved line-item of the Preliminary Budget (it being understood that the County shall not provide any reimbursement for any line-item cost which is in an amount greater than the previously approved line-item of the Preliminary Budget), and (Y) the costs for any such work being confirmed by an Audit (as hereinafter defined), if requested by the County. The County's obligation to reimburse Master Developer hereunder shall occur within thirty (30) days after the receipt of a reimbursement request from Master Developer accompanied by receipts and other documentation reasonably requested by the County to confirm the legitimacy of such reimbursement request. The County shall have the right to request an audit (individually or collectively, an "Audit"), of any and all Site Plan costs or other Development Approval costs if the County has agreed in this Agreement or otherwise to pay such costs. An Audit shall be conducted by an independent third-party auditor and may occur at any time, and may include multiple requests for information, and Master Developer shall be obligated to provide such reasonably requested information to the County and its auditor as soon as possible. The County shall be responsible for all out-of-pocket expenses incurred (including the costs of the auditor) with respect to such an Audit. Master Developer agrees to reasonably cooperate with the County or its agents (at no cost to the County) during any Audit. In the event of a termination under clause (i) herein, to the extent that the auditor determines that any County Costs previously paid by the County exceed the agreed upon portion of the costs to be paid by the County under the Preliminary Budget as of the date of termination, the Master Developer shall reimburse the County such excess County Costs paid by the County to Master Developer within thirty (30) days after the auditor sends notice of its determination thereof.

e. Notwithstanding the County's right to terminate set forth in Section 7(a)(ii) above, prior to exercising its rights thereunder, the County shall provide written notice to Master Developer of the County's intention to exercise such right at least [sixty (60) days] prior to the date that such termination is to take effect. In the event Master Developer receives notice from the County that the County cannot complete the Project under the County Cap, Master Developer may, in its sole and absolute discretion, either (i) allow the County to terminate the Agreement in accordance with Section 7(a)(ii) above as of the date set forth in such notice, or (ii) (A) identify an alternative source of funding to provide the funding for the Infrastructure Improvements that the County was otherwise obligated to provide for the Infrastructure Improvements related to the Senior Independent Living Residences and (B) seek modifications to the Development Approvals that will allow for the development and construction of the Senior Independent Living Residences and related Infrastructure Improvements without the development and construction of the Infrastructure Improvements or the Senior and Day Care Center. In the event that Master Developer elects its rights under this Section 7(e), Master Developer acknowledges and agrees that the design of the Infrastructure Improvements in any modified Development Approvals must take into consideration that the Senior and Day Care Center may be developed at a later date and need to access or tie-in to the Infrastructure Improvements being designed and constructed on the

Property. Any MDA and Project Budget entered into in connection with this Agreement shall take into consideration this Section 7(e) (*i.e.* if the County elects to terminate under Section 7(a)(ii), but Master Developer elects to develop the Project under this Section.)

The provisions of all of this Section 7 shall survive the termination of this Agreement.

8. Notice. Any notices required or permitted to be given hereunder shall be deemed to have been properly given when received or refused if sent by United States certified or registered mail, return receipt requested; national overnight courier service; or delivered in hand; in each case as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to the County:

Board of Supervisors of Fairfax County, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: County Executive

With copies to:

Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035
Attention: County Attorney

If to Master Developer:

Wesley Hamel Lewinsville LLC
c/o Wesley Housing Development Corporation
5515 Cherokee Avenue, Suite 200
Alexandria, VA 22312
Attention: President & CEO

With copies to:

Klein Hornig LLP
1275 K Street NW, Suite 1200
Washington, D.C., 20005
Attention: Erik T. Hoffman

9. Miscellaneous Provisions.

a. Appropriations. Any and all of County's financial obligations under this Agreement are subject to appropriations by the Board to satisfy payment of such obligations.

b. Definition of the County. Whenever the term, the "County," is used in this Agreement, unless followed by, "in its governmental capacity," "in its regulatory capacity," or words of similar import, the term means, "the County, in its proprietary capacity."

c. Attorney's Fees. In the event there arises any disputes under this Agreement and said disputes result in litigation between the Parties, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorney's fees incurred by the prevailing Party in any such litigation, including the value of legal services, if any, provided by the Office of the County Attorney of Fairfax County.

d. Binding Effect. This Agreement shall, be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Neither Party hereto may assign its rights or delegate its obligations hereunder.

e. Counterparts. If this Agreement shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

f. Further Assurances. At the request of either Party, Master Developer and the County shall promptly execute and deliver such other further instruments and documents as may from time to time be requisite in order to consummate the intent of the Parties provided herein.

g. Headings. The section headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or the scope of any section.

h. Incorporation. The Recitals and Exhibits are hereby incorporated into this Agreement as if fully set forth herein.

i. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia.

j. Holidays, Business Days, etc. Whenever the last day for the performance of any act required by either Party under this Agreement shall fall upon a Saturday, Sunday, legal holiday, or day on which national banks doing business in the Washington D.C. area are generally closed for business, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday, legal holiday, or day on which such bank is closed.

k. No Third Party Beneficiaries. No person or entity shall be a third party beneficiary of this Agreement.

l. Partial Invalidity. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Agreement capable of two

constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

m. Waiver, Modification. Failure by either Party to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof. This Agreement shall not be modified, amended, or altered except by a written agreement signed by each of the Parties hereto.

n. Survival. Except as otherwise specifically provided herein, the provisions of this Agreement shall not survive termination hereunder.

o. Time. With respect to all time periods contained in this Agreement, it is expressly understood that time shall be of the essence.

p. Waiver of Jury Trial. Each Party hereby knowingly waives trial by jury in any action, proceeding, claim or counterclaim brought by either Party in connection with any matter arising out of or in any way connected with this Agreement, the relationship of the Parties hereunder, the Parties' ownership or use of the land subject to this Agreement, and/or any claims of injury or damage.

(*Remainder of Page Blank; Signatures Follow*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, acting in its proprietary capacity and not in its governmental or regulatory capacity

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

Subscribed and sworn to before me this ____ day of _____, 2014, by _____.

_____
Notary Public

My Commission Expires: _____
Registration Number: _____

MASTER DEVELOPER:

WESLEY HAMEL LEWINSVILLE LLC, a Virginia limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

Subscribed and sworn to before me this ____ day of _____, 2014, by _____, _____ of Wesley Hamel Lewinsville LLC, a Virginia limited liability company.

_____
Notary Public

My Commission Expires: _____
Registration Number: _____

EXHIBIT A

PRELIMINARY BUDGET

(Attached)

Lewinsville Interim Agreement
Exhibit A
Preliminary Budget

	Total Costs	Cost Category	Residential	Cost Share	Public Facility	Cost Share
Landscape Architecture	$ 12,420	50/50	$ 6,210	50%	$ 6,210	50%
Civil Engineering Services						
Task I - Schematic / Design Development						
Preliminary Base Sheet	$ 1,500	50/50	$ 750	50%	$ 750	50%
Schematic / Design Development	$ 5,500	50/50	$ 2,750	50%	$ 2,750	50%
Initial County Coordination	$ 3,800	Residential	$ 3,800	100%	$ -	0%
Task II - Special Exception Phase						
Pre-Construction ALTA/ACSM Update	$ 5,500	50/50	$ 2,750	50%	$ 2,750	50%
Topographic Survey	$ 7,200	50/50	$ 3,600	50%	$ 3,600	50%
Limited Tree Survey	$ 6,500	50/50	$ 3,250	50%	$ 3,250	50%
Utility Designation	$ 3,300	50/50	$ 1,650	50%	$ 1,650	50%
Special Exception Plan (Initial Filing)	$ 10,500	Residential	$ 10,500	100%	$ -	0%
Preliminary SWM Plan	$ 5,200	50/50	$ 2,600	50%	$ 2,600	50%
Certified Plat	$ 1,100	50/50	$ 550	50%	$ 550	50%
Existing Vegetation Map	$ 3,500	50/50	$ 1,750	50%	$ 1,750	50%
Special Exception Plan (Revisions, Meetings)	$ 30,000	Residential	$ 30,000	100%	$ -	0%
Task III - Site Plan/Construction Documents						
Final Site Plan	$ 37,000	50/50	$ 18,500	50%	$ 18,500	50%
Erosion Control Plan	$ 5,500	50/50	$ 2,750	50%	$ 2,750	50%
Site Storm Drainage Study/Final Adequate Outfall Analysis	$ 4,500	50/50	$ 2,250	50%	$ 2,250	50%
On-Site Sanitary Sewer Plan	$ 3,500	50/50	$ 1,750	50%	$ 1,750	50%
Stormwater Management Plan	$ 15,500	50/50	$ 7,750	50%	$ 7,750	50%
Minimum Landscape Plan / Coordination	$ 6,200	50/50	$ 3,100	50%	$ 3,100	50%
Site Construction Details	$ 6,500	50/50	$ 3,250	50%	$ 3,250	50%
Tree Conservation Plan	$ 7,000	50/50	$ 3,500	50%	$ 3,500	50%
Sight Distance Profiles	$ 1,800	50/50	$ 900	50%	$ 900	50%
Roadway Improvement Plan	$ 9,600	50/50	$ 4,800	50%	$ 4,800	50%
Subdivision Plat	$ 4,200	50/50	$ 2,100	50%	$ 2,100	50%
Final On-Site Easement / Dedication Plat	$ 4,500	50/50	$ 2,250	50%	$ 2,250	50%
Geotechnical Plan Coordination	$ 1,400	50/50	$ 700	50%	$ 700	50%
Earthwork Analysis	$ 2,300	50/50	$ 1,150	50%	$ 1,150	50%
Plan Processing	$ 23,000	50/50	$ 11,500	50%	$ 11,500	50%
PFM Modifications / Waivers	$ 2,400	50/50	$ 1,200	50%	$ 1,200	50%
Specifications	$ 2,400	50/50	$ 1,200	50%	$ 1,200	50%
Site Plan Notices	$ 2,100	50/50	$ 1,050	50%	$ 1,050	50%
Dry Utility Coordination	$ 4,700	50/50	$ 2,350	50%	$ 2,350	50%
Meetings & Conferences	$ 8,000	50/50	$ 4,000	50%	$ 4,000	50%
Task IV - Additional Services						
Soil Borings Stakeout	$ 1,600	50/50	$ 800	50%	$ 800	50%
Alternate Pavement Design Revision	$ 3,500	50/50	$ 1,750	50%	$ 1,750	50%
Bidding Coordination	$ 2,500	50/50	$ 1,250	50%	$ 1,250	50%
Site Permit Processing after Plan Approval	$ 5,800	50/50	$ 2,900	50%	$ 2,900	50%
VDOT Permit Coordination	$ 4,500	50/50	$ 2,250	50%	$ 2,250	50%
Maintenance of Traffic (MOT) Plan	$ 4,100	50/50	$ 2,050	50%	$ 2,050	50%
Signing and Striping (S&S) Plan	$ 2,800	50/50	$ 1,400	50%	$ 1,400	50%
Construction Administration	$ 14,000	50/50	$ 7,000	50%	$ 7,000	50%
Bond Reduction	$ 1,200	Residential	$ 1,200	100%	$ -	0%
Bond Release Assistance	$ 5,000	Residential	$ 5,000	100%	$ -	0%
Fairfax County Site and Sanitary As-Builts	$ 8,200	50/50	$ 4,100	50%	$ 4,100	50%
LID / LEED and Additional 2014 SWM Compliance	$ 6,500	50/50	$ 3,250	50%	$ 3,250	50%
Final County Development Agreement Coordination	$ 4,800	Residential	$ 4,800	100%	$ -	0%
VSMP Permit Application	$ 1,800	50/50	$ 900	50%	$ 900	50%
Preliminary Erosion and Sediment Control Plan	$ 4,000	50/50	$ 2,000	50%	$ 2,000	50%
Task V - Reimburseables	$ 8,000	50/50	$ 4,000	50%	$ 4,000	50%
Soil Borings / Geotechnical Analysis	$ 15,000	50/50	$ 7,500	50%	$ 7,500	50%
County Land Use Application Fees	$ 18,375	Residential	$ 18,375	100%	$ -	0%
Dry Utility Design	$ 45,000	50/50	$ 22,500	50%	$ 22,500	50%
Dry Utility Fees	$ 75,000	50/50	$ 37,500	50%	$ 37,500	50%
Traffic Study - Preliminary Analysis	$ 6,000	Residential	$ 6,000	100%	$ -	0%
Traffic Study - TIS Option	$ 25,000	50/50	$ 12,500	50%	$ 12,500	50%
Wetlands Study - Preliminary Analysis	$ 6,000	50/50	$ 3,000	50%	$ 3,000	50%
Wetlands - Option	$ 7,875	50/50	$ 3,938	50%	$ 3,938	50%
Zoning and Entitlement Legal	$ 45,000	Residential	$ 45,000	100%	$ -	0%
Totals	**$ 569,670**		**$ 347,173**	***61%***	**$ 222,498**	***39%***

NOTICE OF PUBLIC HEARING

COUNTY OF FAIRFAX, VIRGINIA

NOTICE OF PUBLIC HEARING ON THE INTERIM AGREEMENT (LEWINSVILLE SENIOR CENTER AND INDEPENDENT LIVING RESIDENCE DEVELOPMENT) BETWEEN THE BOARD OF SUPERVISORS AND WESLEY-HAMEL LEWINSVILLE, LLC, UNDER PROVISIONS OF THE PUBLIC-PRIVATE EDUCATION AND INFRASTRUCTURE ACT OF 2002

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035

Fairfax County, on May 14, 2012, issued Request for Proposal 2000000263, soliciting qualified firms to enter into a public-private partnership contract for the planning and redevelopment of the Lewinsville Senior Center property, currently owned by the County, located in McLean, Virginia, and identified as Tax Map Parcel Numbers 30-3 ((1)), parcel 42. In accordance with the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), the Department of Purchasing and Supply Management sought qualified firms to redevelop the Lewinsville property to replace the existing outdated Senior Center with a new Senior Center facility and create new affordable independent living residences for seniors.

The proposed Interim Agreement authorizes Wesley-Hamel to commence with certain design, engineering, and zoning activities. Wesley-Hamel is responsible for the majority of the costs associated with the entitlement process; the County is responsible for up to $1,600,000 of estimated costs in connection with site plan design. In the event of the termination of the Interim Agreement, the County, upon request and, depending on the reason for termination and compensation of Wesley-Hamel for its actual costs, will be entitled to receive the work product produced by Wesley-Hamel in connection with the project.

Under the proposed Interim Agreement, the County and Wesley-Hamel agree to pursue negotiations of a Master Development Agreement during the Interim Agreement time period. The Interim Agreement stipulates that the approval of any Master Development Agreement must occur concurrently with the approval of a Special Exception Amendment (SEA) for the property. The County and Wesley-Hamel must reach agreement on a Master Development Agreement on or before the date of approval of the SEA, unless the parties mutually agree to extend to a later date, or else the County then has the option to terminate the Interim Agreement.

In accordance with the County's PPEA Guidelines and Procedures, the County will hold a public hearing on the Interim Agreement. The public hearing for the proposed Interim Agreement is scheduled for June 17, 2014, at 4:30 p.m. Public hearings are held at the

Fairfax County Government Center located at 12000 Government Center Parkway, in the Board Auditorium, which is off to the right of the lobby when you enter the building. All persons wishing to speak on this subject may call the Office of the Clerk of the Board at (703) 324-3151 to be placed on the speaker's list, or may appear and be heard.

A copy of the proposed Interim Agreement has been posted on the Department of Purchasing and Supply Management on the county website linked below. A hard copy is also available at the Department of Purchasing and Supply Management office at the address listed above. For additional information or questions about the public hearing, please contact Kevin Sheehan at (703) 246-5146.

Link to proposed Interim Agreement:
[http://www.fairfaxcounty.gov/dpsm/solic2.htm#ppea]

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Board Agenda Item
June 3, 2014

ACTION – 1

Approval of a Parking Reduction for the Veatch Property (Hunter Mill District)

ISSUE:
Board of Supervisors (Board) approval of a 19% parking reduction for the residential uses at the Veatch Property, Tax Map #017-4-19-0001, -0002, -0003, -0004, -0005A and -0006A, Hunter Mill District.

RECOMMENDATION:
The County Executive recommends that the Board approve a reduction of 19% (126 fewer spaces) of the required parking for the residential component of RBP & M, LLC's, proposed development pursuant to Paragraph 5, Section 11-102, Chapter 112 (Zoning Ordinance) of *The Code of the County of Fairfax, Virginia*, based on an analysis of the site and the attached parking study, #2615-PKS-004-1.

The County Executive further recommends that the Board approve the requested reduction subject to the following conditions:

1. A minimum of 548 garage parking spaces shall be maintained on-site at all times to serve up to 421 residential dwelling units at a rate of no less than 1.3 spaces per dwelling unit. The parking spaces for residents shall be secured by controlled access within the parking garage. The site plan shall clearly identify how the parking spaces for residents will be secured for residential use only.

2. At least 21 of these 548 garage parking spaces shall be clearly designated as parking for guests of the residential uses, car-share vendors or residential vanpools, and access to these spaces need not be controlled. No other parking ancillary to the residential uses may be reserved with the exception of those needed to meet accessibility requirements or for electric-vehicle charging stations. Any reduction in the number of such parking spaces for these specified designations shall require the submission of an updated parking utilization study as set forth in Conditions #4 and #5, below.

3. All other uses on the site shall be parked at Code unless the space proposed for the site's secondary uses is converted to amenities for residents of the building as proffered in conjunction with the approval of the RBP & M, LLC's, Rezoning #RZ 2010-HM-008.

4. The current owners, their successors, or assigns of the parcels identified as Tax Map #017-4-19-0001, -0002, -0003, -0004, -0005A and -0006A on the Fairfax County Property Maps shall submit a parking space utilization study for review and approval by the Board at any time in the future that the Zoning Administrator so requests in writing. Following review of that study, or if a study is not submitted within 90 days after being requested, the Board may rescind this parking reduction or require alternative measures to satisfy parking needs which may include requiring all uses to comply with the full parking space requirements specified in Article 11 of the Zoning Ordinance in effect at the time the parking utilization study is submitted.

5. All parking utilization studies prepared in response to a request by the Zoning Administrator shall be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Zoning Ordinance in effect at the time of said parking utilization study submission.

6. All parking provided shall be in accordance with applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the accessibility requirements of the Virginia Uniform Statewide Building Code.

7. The Transportation Demand Management (TDM) program proffered in conjunction with the approval of Rezoning #RZ 2010-HM-008 that includes the property owned by RBP & M, LLC, shall be implemented.

8. Shared parking with any additional use(s) shall not be permitted without the submission of a new parking study prepared in accordance with the applicable requirements of the Zoning Ordinance and shall be subject to the Board's approval.

9. The conditions of approval of this parking reduction shall be binding on the successors of the current owners and/or other applicants and shall be recorded in the Fairfax County land records in a form acceptable to the County Attorney.

10. Unless a time extension has been approved by the Board, this parking reduction shall expire without notice 6 months from the date of Board approval if condition #9 has not been executed.

TIMING:
Board action is requested on June 3, 2014.

Board Agenda Item
June 3, 2014

BACKGROUND:
RBP & M, LLC's, request to rezone 5.5 acres from the Medium-Intensity Industrial District (I-4) to Planned Residential Mixed (PRM) was approved by the Board as Rezoning #RZ 2010-HM-008 on April 30, 2013. The site is located south of Sunset Hills Road, north of Reston Station Boulevard and east of Metro Center Drive about 800 feet west of Wiehle Avenue. The site is within ¼ miles of the soon-to-open Wiehle Avenue Metrorail Station. This request concerns a building, principally for residential uses, on a portion of the site.

The applicant plans to construct an apartment building with up to 421 dwelling units. Garage parking would be provided below the building. Under strict application of the Zoning Ordinance requirements, a total of 674 parking spaces are required for the proposed residential uses. The applicant proposes to provide 548 parking spaces to serve the residential use at a rate of 1.3 spaces per dwelling unit. Approximately 5,471 gross square feet of first-floor secondary uses are proposed as proffered in conjunction with the approval of the rezoning. The required parking spaces for the proposed secondary uses on the site are not reduced as part of this request and must be parked at Code unless the space is converted to amenities for the apartment residents.

The basis for the requested reduction is proximity to mass transit. The Zoning Ordinance requires the site to be conveniently accessible to a mass transit station and that the reduced parking supply will not have an adverse impact on either the site or the adjacent area. The review of the parking study indicates the site is less than ¼ miles from the Wiehle Avenue Metrorail Station and demonstrates the adequacy of the parking supply for the anticipated parking demand at the future development. Therefore, staff recommends approval of a 19% reduction of the Code-required parking for the proposed residential uses. This recommendation reflects a coordinated review by the Department of Transportation, the Department of Planning and Zoning, the Office of the County Attorney and the Department of Public Works and Environmental Services.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Parking Study & Reduction Request #2615-PKS-004-1 from Gorove/Slade Associates, Inc., dated December 10, 2013, and amended on March 7, 2014

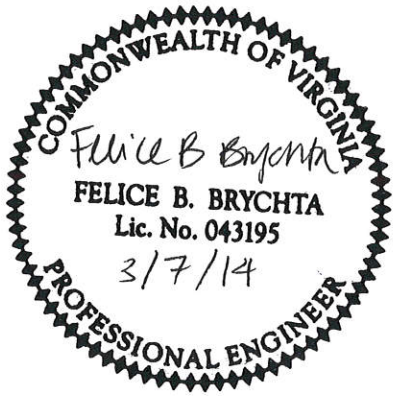
Board Agenda Item
June 3, 2014

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

GOROVE / SLADE

3914 Centerville Road
Suite 330
Chantilly, VA 20151
703.787.9595

TECHNICAL MEMORANDUM



To: Beth Forbes — Fairfax County DPWES

Cc: Eric Fenton — Bozzuto

From: Katharine G. Eggleston, P.E.
Felice B. Brychta, P.E.
Christopher M. Tacinelli, P.E.

Date: March 7, 2014

Subject: Veatch Property – Parking Reduction Study
#2615-PKS-004-1, Tax Map #17-4-19-0001 through -0004, -0005A and -0006A, Hunter Mill District

Introduction

This memorandum documents a parking demand analysis of the approved Veatch Property redevelopment (RZ 2013-HM-008) located in the Hunter Mill District of Fairfax County, Virginia. The property is located north of Route 267, south of Sunset Hills Road, and east of Metro Center Drive. This parking study demonstrates the adequacy of the proposed parking supply for the anticipated parking demand at the future development and supports a residential parking reduction of 19% for the site pursuant to Section 11-102.5 of the Zoning Ordinance (Proximity to Mass Transit).

Approved Transportation Proffers

The approved proffers for the development address the required parking and parking maximums for the development. The relevant sections are copied below (emphasis added):

> 11. Zoning Ordinance Parking Requirements. Parking shall be provided in accordance with the parking requirements of Article 11 of the Fairfax County Zoning Ordinance, as determined by DPWES, for the uses within the Proposed Development. **The maximum number of parking spaces for the Residential Units shall be the minimum number of parking spaces required under Article 11 of the Zoning Ordinance** in effect as of the date of these Proffers. The Applicant Reserves the right to provide parking spaces for the Secondary Uses in addition to the total number of parking spaces shown on Sheet 2 of the CDP/FDP (a) if such additional spaces result from the final design of the parking structure, or (b) to the extent necessary to accommodate uses established on the RBP & M Property that result in a higher parking requirement than is shown on the CDP/FDP (e.g., eating establishments), provided that (i) the building height as set forth on Sheet 6 of the CDP/FDP and in Proffer 7 are not exceeded and (ii) the building footprints for each building remain in substantial conformance with the building footprints shown on Sheet 6 of the CDP/FDP.
>
> 12. Future Parking Reductions. Given (a) the Property's proximity to the Wiehle-Reston East Metro Station, (b) the planned bus service at the Property, (c) the character of the Proposed Development as a mixed-use, urban development, and (d) the Transportation Demand Management ("TDM") Plan detailed in Proffer 26, the **Applicant may pursue a parking reduction for the Proposed Development, as may be permitted by Article 11 of the Fairfax County Zoning Ordinance and approved by the Board of Supervisors.**

Proposed Development and Parking Supply

The development is comprised of the following land uses:

- Multifamily Residential – 421 units
- Retail – 5,471 sf

Approximately 68% of the residential units are one-bedroom or studio units, which typically do not have more than one vehicle associated with them. The remaining 32% of residential units are two-bedroom units as shown in Table 1.

Table 1: Residential Unit Breakdown

	Number	Percentage
Studio	42	10%
1-bedroom	243	58%
2-bedroom	136	32%
Total	**421**	**100%**

All parking for the building will be provided underground on three levels, with two ingress/egress points providing access to the parking garage. One access will be on the east side of the building and the other will be on the west side.

The parking supply proposed by the current development plan is based on 1.3 spaces per dwelling unit, plus 25 spaces reserved for retail as shown in Table 2. With the current development plan, there will be at least 573 spaces on site. Ten (10) of the residential spaces will be reserved for visitor parking and will be located within the garage, but outside the gate-controlled area. In the event that additional visitor spaces are needed, access to unreserved spaces within the gate-controlled area may be provided to residential visitors.

Table 2: Proposed Parking Supply

	Size	Supplied Ratio	Parking Supply
Residential	421 units	1.30 sp/unit	548
Retail	5.5 ksf	4.57 sp/ksf	25
Total			**573**

Fairfax County Zoning Ordinance Baseline

As stated in the proffers, the parking maximum for the residential component of the project is the baseline requirement per Article 11 of the Zoning Ordinance. The parking requirement per Article 11-100 of the Zoning Ordinance for multiple family dwellings is 1.6 spaces for each unit. This would result in 674 parking spaces for the residential use. The Zoning Ordinance requirement for Shopping Center is 4.3 spaces for every 1,000 sf of net floor area for shopping centers under 100,000 sf. This would result in 24 spaces for the retail use. As shown in Table 3, the proposed retail parking is adequate to meet the zoning requirement. The current garage plan provides residential parking at a ratio of 1.3 spaces per unit, which would result in a 126-space (19%) residential parking reduction. As discussed in the proffers and below, the Zoning Ordinance allows for parking reductions when certain criteria are met.

Table 3: Zoning Ordinance Baseline

	Size	Zoning Ratio	Parking Requirement	Proposed Parking Supply	Difference	
					# of Spaces	Percent
Residential	421 units	1.6 sp/unit	674	548	-126	-19%
Retail	5.5 ksf	4.3 sp/ksf	24	25	1	+4%
Total			**698**	**573**	**-125**	**-18%**

Parking Demand

ITE Parking Demand

A parking demand assessment was prepared for the proposed development based on parking demand rates documented in the Institute of Transportation Engineers (ITE) Parking Generation, 4th Edition. This manual is a compilation of research, data and experiences of transportation engineering and planning professionals, and is the industry's leading resource for determining parking demand.

For low/mid-rise apartment buildings, the ITE manual shows a typical demand ratio of 1.2 spaces per unit. As shown in Table 4, the ITE rates represent a reduction of 25% below the zoning requirement for this site.

Table 4: Parking Demand - ITE

	Size	Demand Ratio	Parking Demand	Zoning Requirement	Reduction	
					# of Spaces	Percent
Residential	421 units	1.2 sp/unit	506	674	-168	-25%

Based on ITE Parking Generation, 4th Edition

Residential - Low/Mid-rise Apartments (Land Use Code 221)

Proximity to Mass Transit Station

A mode shift from single-occupancy vehicle (SOV) travel to transit can be expected for developments that are close to the Metro and/or are well-served by bus lines. Section 11-102.5 of the Zoning Ordinance allows a parking reduction for sites within one mile of a Metro station entrance. The site is located approximately 0.18 miles walking distance from the Wiehle—Reston East station platform as shown in Figure 1. The Metro station is expected to open in early 2014, prior to the opening of the proposed development.

Parking Management Best Practices (Planners Press, 2006) is a researched-based guide which contains descriptions of parking management strategies, recommendations for their implementation, and an assessment of their effects on parking demand. Table 3-7 of this guide ("Factors Affecting Parking Demand and Requirements") recommends a parking supply reduction of 20% below zoning requirements for residential developments within 0.25 miles of rail transit. This reduction factor is based on the assumption that typical zoning minimum parking requirements represent the upper range of demand that would be expected at a car-oriented site with no parking demand management strategies in place. In other words, a residential development within 0.25 miles of Metro would be expected to have 20% less parking demand compared to a similar development that is not near Metro.

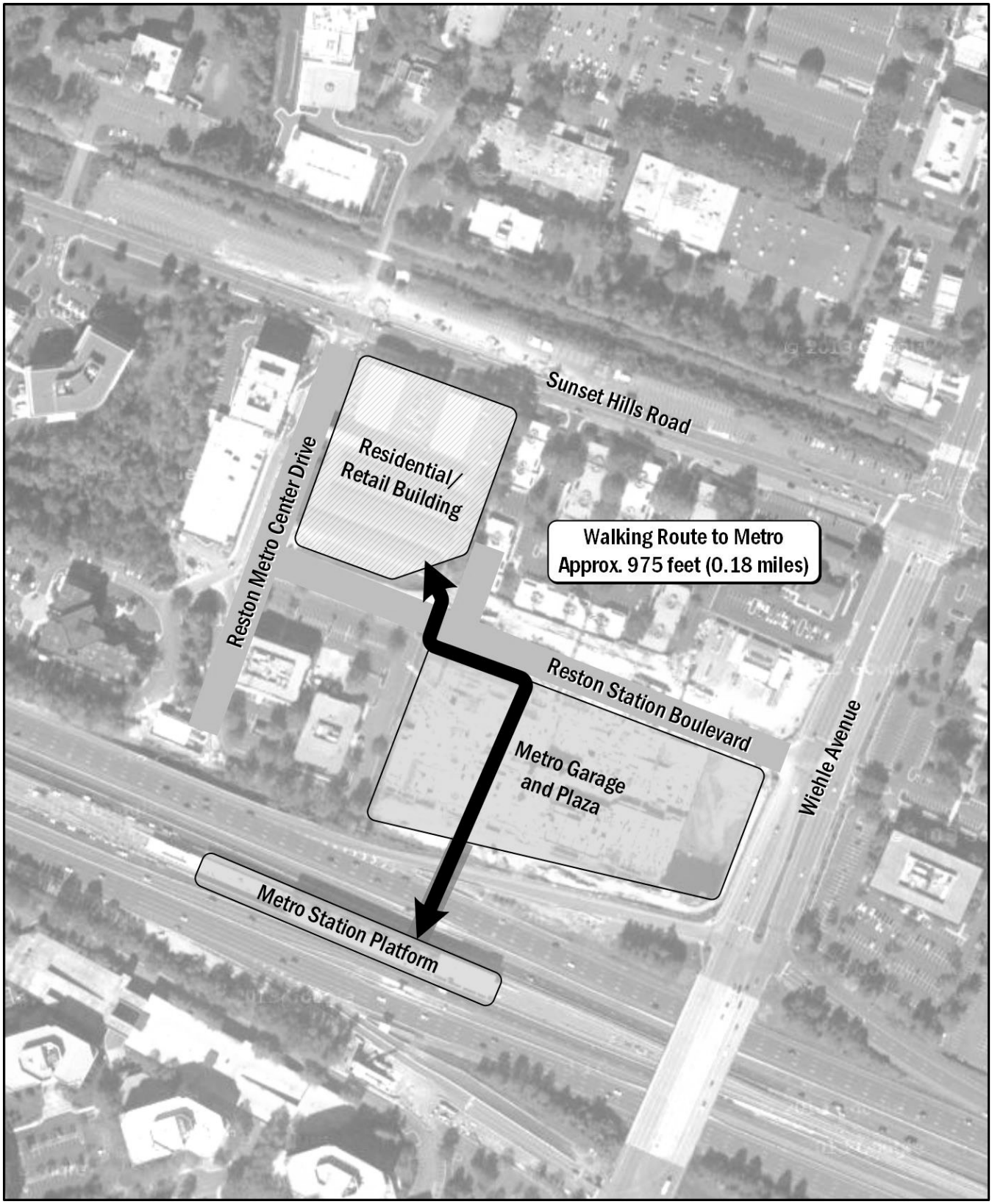


Figure 1: Distance to Metro

Parking Management Strategies

Traditionally, parking at multifamily residential developments is included as part of the price of rent or included in the deed of a condominium unit. Unbundled parking refers to an arrangement in which parking is purchased separately from the residential unit. For rental units, this generally means that tenants who require parking pay a separate parking fee per space in addition to monthly rent. Parking Management Best Practices, the research-based guide referenced in the previous section, recommends a parking supply reduction of 10-30% below zoning requirements for residential developments with unbundled parking. This reduction factor is based on the assumption that typical zoning minimum parking requirements represent the upper range of demand that would be expected at a site with no parking demand management strategies in place. In other words, an apartment building with unbundled parking would be expected to have 10-30% less parking demand compared to a similar site where parking is included in the base rent and carries no additional fee.

The proffers for this site require a TDM plan that includes parking management programs that can be anticipated to reduce parking demand. One such strategy includes a sales/rental policy that each unit be allocated one space as part of the base rental price, with additional parking spaces available for lease at additional cost. While this is not complete unbundling, a moderate reduction of 5-10% could be expected with this arrangement.

Summary

The zoning ordinance baseline parking requirements for the site equate to 24 spaces for retail and 674 spaces for the residential component of the project. The proposed parking supply includes 25 retail spaces and at least 548 residential spaces. This represents a 19% parking reduction for the residential component of the requirement. This parking study demonstrates the adequacy of the proposed parking supply for the anticipated parking demand at the future development based on the following items:

- The zoning ordinance allows parking reductions for sites within one mile of a Metro station. The subject site is located 0.18 miles from the Wiehle – Reston East Metro station, which will be operational when the site opens. Based on the recommendations documented in Parking Management Best Practices, sites located within 0.25 miles of rail transit can expect a parking demand reduction of approximately 20%.
- The proffers for the subject site require a TDM plan that includes parking management programs that can be anticipated to reduce parking demand, including such strategies as charging for additional residential parking spaces beyond the single space allocated to each unit.
- The Institute of Transportation Engineers (ITE) Parking Generation indicates that typical parking demand for low/mid-rise apartment buildings is 1.2 spaces per unit. This represents a reduction of 25% below the zoning rate of 1.6 spaces per unit.

As described above, the parking demand for the residential component of this site is expected to be at least 20% below the zoning ordinance baseline of 1.6 spaces per dwelling unit. Pursuant to Section 11-102.5 of the Zoning Ordinance (Proximity to Mass Transit), the proposed residential parking ratio of 1.3 spaces per unit, which represents reduction of 19% below the zoning baseline, will be adequate to meet the anticipated demand.

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Board Agenda Item
June 3, 2014

ACTION – 2

Memorandum of Agreement Between Washington Metropolitan Area Transportation Authority (WMATA) and Fairfax County to Formalize the Process of Providing Emergency Bus Support During a Metrorail Disruption on Metrorail Stations Located Within Fairfax County, as well as Van Dorn Street and Eisenhower Avenue Metrorail Stations in the City Of Alexandria

ISSUE:
Board approval of a Memorandum of Agreement (MOA) between WMATA and the County to provide emergency bus service to Metrorail patrons during Metrorail service disruptions in and around Fairfax County.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached MOA with WMATA (Attachment I) and authorize the Director of the Department of Transportation to execute the finalized agreement in substantially the form of Attachment I on behalf of Fairfax County.

TIMING:
Board action is requested on June 3, 2014, to allow the WMATA Board time to review and approve the MOA before Phase 1 of Metro's Silver Line rail service opens later this year.

BACKGROUND:
When Metrorail service is disrupted, either for planned maintenance or an unexpected emergency, bus transportation is often used to transport passengers to their ultimate destination. WMATA normally bridges the disrupted service using its own buses. However, there are situations where the County's Fairfax Connector buses are able to reach the disruption location faster than WMATA can. This allows passengers affected by the disruption to reach their destinations more quickly.

In the past, the Fairfax Connector has provided emergency aid and assistance to local transportation providers and regional stakeholders during service disruptions on an ad hoc basis. The intent of this MOA is to formalize this process to ensure full recovery of the County's expenses in providing this assistance in the future. This MOA is part of a larger region-wide dialogue about creating and formalizing a process for transit operators to provide emergency aid and assistance to other jurisdictions within the Northern Virginia service area and WMATA compact members.

Discussions about creating a region-wide process for providing transit assistance to regional partners during emergencies began in 2011. The County, through FCDOT's Transit Service Division (TSD), actively participated in these discussions and the resulting negotiations for a multi-jurisdiction cooperative agreement. Ultimately, however, a region-wide agreement could not be reached. Nevertheless, the regional transit providers remained committed to the ultimate creation of a formal process that would allow support to be provided across jurisdictional boundaries.

Following the unsuccessful attempt to create region-wide plan for assisting regional partners during emergencies, WMATA staff re-approached the County about this project in January 2013. WMATA was primarily concerned about its ability to bridge disrupted Metrorail service in the area between Spring Hill Station and Wiehle/Reston East Station. The distance between the two stations is approximately eight miles and the closest WMATA bus garage is located at the intersection of West Ox Road and Alliance Drive over 13 miles away. This means that it would take longer for WMATA buses to reach passengers and further delay them reaching their ultimate destination.

Discussions were held between Fairfax County staff and WMATA to develop a service support plan that would ensure timely emergency bus service for all five Silver Line Metrorail stations in Fairfax County should the need ever occur. Through negotiations, County staff constructed a Memorandum of Agreement (MOA) to provide emergency bus service, using Fairfax Connector resources, during a Metrorail disruption at any Metrorail stations located within the boundaries of Fairfax County, as well as the Van Dorn Street and Eisenhower Avenue Metrorail stations located within the City of Alexandria.

FISCAL IMPACT:
There will be no fiscal impact, if this item is approved. WMATA will fully reimburse the County for any emergency Fairfax Connector bus service operated under this agreement.

ENCLOSED DOCUMENTS:
Attachment I: Mutual Aid and Assistance Memorandum of Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Patricia McCay, Assistant County Attorney
Teri Flynn, Risk Manager, Fairfax County Department of Risk Management
Malcolm Watson, Transportation Planner, FCDOT

MUTUAL AID AND ASSISTANCE MEMORANDUM OF AGREEMENT

This Agreement is made, this_____day of_____, 2014, by and between the Washington Metropolitan Area Transit Authority ("WMATA"), a body corporate and politic created by Interstate Compact and the Board of Supervisors of Fairfax County, Virginia ("the County") a political subdivision of the Commonwealth of Virginia, collectively referred to herein as the "Parties".

Whereas, the purpose of this Mutual Aid and Assistance Memorandum of Agreement (MOA) is to formalize the process for providing emergency and related transit support by the County to WMATA; by offering, in accordance with the terms of this MOA, the use of the County's Fairfax Connector bus system to WMATA during a Metrorail disruption on Metrorail stations located within the boundaries of Fairfax County, as well as Van Dorn Street and Eisenhower Avenue Metrorail stations located within the City of Alexandria.

Whereas, a secondary purpose of this MOA is to set forth the parameters on how the support discussed above can be obtained by WMATA and how compensation and reimbursement by WMATA to the County will be made.

Whereas, under this MOA, all services supplied to WMATA shall be provided under the terms and conditions set forth in the agreement(s) between the County and its bus service provider(s).

Now therefore in consideration of the promises made by the County and WMATA, the parties hereby agree as follows.

Section 1 – Scope

Section 1.01. The scope of the County's support shall be limited to WMATA's Metrorail stations within the political boundaries of Fairfax County and Van Dorn Street and Eisenhower Avenue Metrorail stations in the City of Alexandria.

Section 2 - Definitions

Section 2.01. As used in this MOA, the following terms shall apply.

a. FCESF1 shall mean Fairfax County Emergency Support Function 1.

b. FCEOC shall mean Fairfax County Emergency Operations Center
c. "Emergency Transit Support" shall mean the provision of the resources of the Fairfax Connector bus system, including but not limited to, its buses, bus operators and street supervisors for the sole purpose of transporting WMATA rail passengers impacted by a major rail disruption or other emergency situation that may require outside assistance.
d. "Metrorail disruption" shall mean a disruption in the transit service offered by WMATA due to prolonged rail service stoppage including, but not limited to, mechanical breakdowns, track and signal malfunctions, weather, fires, terrorism, hazardous substances incidents.
e. "Rail Service Bus Bridge" shall mean the provision of bus transportation by either WMATA or Fairfax County pursuant to the MOA to ameliorate a Metrorail disruption.

Section 3 - Request for Support

Section 3.01. When requesting transit support, as provided by this MOA, the following process shall be followed:

(i)Notification

a) As a general matter, the WMATA Bus Operations Control Center (BOCC) agrees to give the County as much notice as the circumstances permit when requesting County support under this MOA.
b) Any Notice triggering a request for support under this MOA shall be directed, at a minimum, to Fairfax County Department of Transportation (FCDOT), Senior Transit Operations Coordinator.
c) In the event of an emergency or major rail disruption, that requires support from the Fairfax County Office of Emergency Management (FCOEM), Fairfax County Fire and Rescue, and/or Fairfax County Police Department (collectively "First Responders"), WMATA shall also notify the FCEOC.
d) Any request to be given under this MOA shall, at a minimum, include: (1) reason for the support; (2) the location(s) to pick up passengers; (3) the final destination(s) of passengers; and any other pertinent information. The County will evaluate the system resources (manpower and equipment) and determine what division/resource will best be utilized in response to this request.
e) The County agrees to provide relevant contact information and emergency contact staff to WMATA and to FCDOT staff on a semi-annual basis, or whenever there are staffing changes at either agency.
f) WMATA BOCC will notify the Fairfax County official identified in subsection b, above, when the need for the Rail Service Bus Bridge has ended.

(ii). Reporting Structure

a) If, during the emergency or major rail disruption, the FCEOC is not activated, after Notice is given as described in Section 3.01(i), all requests made by WMATA and received by the County for transit related support shall be directed to the FCDOT offices. The County representative will exercise command and control of all County owned and operated transportation assets until he/she receives notification from WMATA that emergency assistance is no longer needed.

b) If, during the emergency or Metrorail disruption, the FCEOC is activated, and after Notice is given as described in Section 3.01(i), all requests made by WMATA and received by the County for support shall be directed to the FCEOC and FCEOC Command personnel. The on-site FCDOT representative will then contact the First Responder Incident Commander for on-site coordination. The WMATA representative, along with the Fairfax County First Responder Incident Commander, will exercise command and control of all County transportation assets until he/she receives notification from WMATA that the emergency assistance is no longer needed.

c) Nothing in this MOA shall change any agreement on handling emergency responses by First Responders.

(iii). Personnel and Vehicles

The County and WMATA acknowledge that every effort will be made to provide the requested transit resources and support, without causing a major disruption to normal Fairfax Connector service. FCDOT reserves the right to deny the request for support if FCDOT deems that the resources are not available and or the provision of support would cause an excessive disruption to normal service.

WMATA understands that buses are standard heavy-duty transit vehicles equipped with a Fairfax County public service radio system and ADA equipment (2 wheel chair securement areas per bus).

Section 4 - Incurred Cost Reimbursement

Section 4.01.The County will keep track of hours and bus usage for any emergency or Metrorail disruption where support is provided to WMATA. The County will directly invoice WMATA. The cost of service provided to WMATA will be based on the following:

1. Hours per bus - portal to portal

2. Minimum three (3) platform hours per bus
3. The minimum charge for cancelled bus bridges is $300 per bus once the bus leaves the dispatch point.
4. An hourly rate based on the annual appropriation for operating Fairfax Connector bus service.
5. Supervision: The County may provide personnel as available to manage its emergency transportation resources for the duration of the event. The cost for this service will be based on an annual blended hourly rate for DOT personnel whom are actively involved in daily operations of Fairfax Connector bus service.

The County will formally provide WMATA with the existing hourly rate for service at the beginning of each fiscal year, and when services are requested.

Section 4.02. The County will invoice WMATA for the services provided within 45 days of the provision of the service. WMATA will pay the invoice by ACH payment within 30 days of receipt of the invoice.

Section 4.03. All revenues received by the County from any event arising under this MOA will be credited as an expenditure credit to the accounts maintained and managed by FCDOT.

Section 5 - Indemnification

Section 5.01. Neither party shall be responsible to the other party for losses and/or claims that result solely from the errors, omissions, or negligent acts of the other party, its officers, employees, volunteers or agents. Nothing herein shall be deemed an expressed or implied waiver of the sovereign immunity of WMATA or Fairfax County.

Section 6 – County Insurance

Section 6.01. Fairfax County / Fairfax Connector bus is self-insured with a combined single limit of not less than $20 Million per occurrence.

Upon commencement of this Agreement, Fairfax County shall acknowledge possession of insurance to requestor evidencing the following:

a) Commercial General Liability – with the following minimum coverage and limits on a per Occurrence basis:

    - $20,000,000 Per Occurrence, and in aggregate, for bodily injury and property damage arising out of ownership, maintenance, or use of any covered premises.

b) Commercial Auto Liability insurance – in compliance with any and all statutes requiring such coverage in the Commonwealth of Virginia, covering the operation of Fairfax Connector buses.

Fairfax County shall obtain and keep in force throughout the duration of this agreement policy of Commercial General Liability with limit of $20,000,000 per occurrence, and in aggregate, and Commercial Auto Liability Insurance, with the limit of $20,000,000 per occurrence. limit. This insurance will provide defense and indemnification for covered claims, suits or actions brought against Fairfax County on account of injury or damage sustained to any person, or to the property of any person, while utilizing the Fairfax Connector buses or as a direct result of utilizing the Fairfax Connector buses.

Section 7 - Sovereign Immunity and Force Majeure

Section 7.01. Nothing in this agreement shall be deemed to be a waiver of sovereign immunity of the County of Fairfax. The County shall not be held liable in the event of terrorism, inability to get any operators to volunteer to perform the task to carry out the terms of this MOA, an act of God, or other causes beyond the control of Fairfax County. Further, nothing in this agreement shall be deemed to waive any immunities, including sovereign immunity, which shall be possessed by WMATA.

Section 8 - Annual Appropriations

Section 8.01. All requirements for funds to be borne by Fairfax County shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

Section 9 - No Third Party Benefit

Section 9.01. The MOA shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

Section 10 - Amendments

Section 10.01. Amendments to this MOA must be mutually agreed upon and in writing among the parties.

Section 11 - Term of the Agreement and Contingencies

Section 11.01. The initial term of this MOA shall be for a period of 3 years commencing on the effective date and terminating at midnight on the expiration of the third full year

of operations
_____("Initial Term") and shall automatically be renewed for successive additional three (3) year periods unless either party gives written notice that they do not wish to renew their participation ninety (90) calendar days prior to the expiration of the Agreement.

Section 12 - Governing Law

Section 12.01. This MOA shall in all respect be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

This Memorandum of Agreement is approved _____ _____
Month day year

_____	_____
County of Fairfax Authority	Washington Metropolitan Area Transit
_____	_____

Board agenda Item
June 3, 2014

ACTION - 3

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

ISSUE:
Board of Supervisors' authorization for the County Executive or his designee to sign agreements with the Virginia Department of Rail and Public Transportation (DRPT). These agreements provide funding to Fairfax County in FY 2014, for Washington Metropolitan Area Transit Authority (WMATA) capital and operations projects, and for Fairfax County transit capital projects and operations.

RECOMMENDATION:
The County Executive recommends that the Board authorize him to sign the Project Agreements substantially in the form of the attached Project Agreements. These Project Agreements between DRPT and Fairfax County fund Fairfax County and WMATA transit capital and operations projects.

TIMING:
The Board of Supervisors should act on this item on May 13, 2014, so that DRPT will release FY 2014 transit funding for Fairfax County and WMATA capital and operating projects and for Northern Virginia Transportation Commission (NVTC) operations.

BACKGROUND:
For more than 30 years, the state has disbursed state transit assistance to the Northern Virginia jurisdictions served by WMATA through NVTC. NVTC has used a Subsidy Allocation Model (SAM) to distribute this regional transit funding between the jurisdictions, as required by the Code of Virginia. The current SAM has essentially been in place for ten years, and the Northern Virginia jurisdictions are satisfied with this model. Although the transit assistance still flows through NVTC to the Northern Virginia jurisdictions, there are three factors that have delayed execution of the Project Agreements for FY 2014.

First, beginning in FY 2014, DRPT required each of the NVTC jurisdictions contract directly for its transit assistance. This change in process resulted in a significant increase in the number of agreements and related invoices, requiring each jurisdiction to review and approve the local and WMATA agreements individually. Thus, where there was once three agreements processed by NVTC (two for WMATA regional projects and one for Fairfax County local projects), there are now 19, and all are

processed locally by Fairfax County Second, DRPT also modified the terms of the specific project agreements and included additional language that in previous years would be captured in the Master Agreement. This new language, which changes from year to year, and in some cases project to project, complicated the review process and increased the amount of time needed for review.

Third, DRPT did not release the entire set of FY2014 project agreements until the end of September. Yet, in past years, NVTC would receive the project agreements from DRPT during July and August. NVTC would verify that the projects, amounts and expiration dates are included in the approved Six Year Improvement Program and project applications.

The combination of these factors (the increase in project agreements, the additional language directly to the agreements, and the late release of the documents) has caused a significant delay in the execution of the project agreements, and the release of FY 2014 operating and capital assistance to NVTC jurisdictions, including Fairfax County.

FISCAL IMPACT:
The FY 2014 funding in the Six-Year Improvement Program provides the County with $4,040,716 for Fairfax County Local Operating Assistance and $15,320,408 for WMATA Operating Assistance. However, funding from the Commonwealth for Transit Capital Projects is provided on a reimbursement basis after the purchase and/or project is completed. These funds are already included into Fairfax County's FY 2014 Adopted Budget, and there will be no fiscal impact, if this item is approved.

ENCLOSED DOCUMENTS:
Attachment I: Project Grant # 72114-31 Fairfax Local Operating
Attachment II: Project Grant # 72114-35 WMATA Operating

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

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2014
Mid-Year Operating Grant Supplement
Grant Number 72114-31

This Project Agreement ("Agreement"), effective July 1, 2013, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the provision of additional funding for fiscal year 2014 operating assistance ("Project").

WHEREAS, the Grantee, in a letter dated October 3, 2012, designated Northern Virginia Transportation Commission ("NVTC") to act as their agent; and

WHEREAS**,** § 58.1-638(A)(4)(b) of the *Code of Virginia* authorizes the Commonwealth Transportation Board ("CTB") to allocate funds for mass transit in excess of $160 million used for operating assistance in accordance with service delivery factors approved by the CTB and establishes the Transit Service Delivery Advisory Committee ("TSDAC") to help the Department develop a distribution method of transit capital and operating funds using performance metrics; and

WHEREAS, on June 19, 2013, the CTB approved the Fiscal Year 2014 Six-Year Improvement Program to allocate the first $160 million of mass transit funds; and

WHEREAS, TSDAC met on April 8, 2013, April 22, 2013, May 13, 2013, June 3, 2013, June 17, 2013, July 1, 2013, July 15, 2013, July 29, 2013, August 22, 2013, and September 9, 2013 to discuss service delivery factors and operating assistance allocation methodologies; and

WHEREAS**,** on October 16, 2013, the CTB approved the TSDAC recommended operating assistance allocation methodology.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

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

   a. Operation of Grantee's fiscal year 2014 transit service. The Grantee must record the allocated funds provided by this Agreement in its financial records in accordance with governmental Generally Accepted Accounting Principles and indicate that their purpose

is providing state assistance for the Grantee's locally provided transit service.

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

a. State grant funding to the Grantee in the amount of $4,040,716 to fund the Project. Details concerning this funding are contained in Appendix 1, which is hereto attached and made a part of this Agreement.

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

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

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

This space intentionally left blank

IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their duly authorized officials on the dates listed below.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project Number: 72114-31
Project Start Date: July 1, 2013
Project Expiration Date: June 30, 2014

Additional Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	January 15, 2014	$2,020,358
2	February 15, 2014	$1,010,179
3	May 15, 2014	$1,010,179
TOTAL GRANT AMOUNT		**$4,040,716**

In no event shall this grant exceed $4,040,716.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2014
Mid-Year Operating Grant Supplement
Grant Number 72114-35

This Project Agreement ("Agreement"), effective July 1, 2013, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the provision of fiscal year 2014 operating assistance to support Washington Metropolitan Area Transportation Authority ("WMATA") as a state contribution distribution to each local WMATA service area jurisdiction's obligation to provide funding subsidy to WMATA ("Project").

WHEREAS, the Grantee, in a letter dated October 3, 2012, designated Northern Virginia Transportation Commission ("NVTC") to act as their agent; and

WHEREAS**,** § 58.1-638(A)(4)(b) of the *Code of Virginia* authorizes the Commonwealth Transportation Board ("CTB") to allocate funds for mass transit in excess of $160 million used for operating assistance in accordance with service delivery factors approved by the CTB, and establishes the Transit Service Delivery Advisory Committee ("TSDAC") to help the Department develop a distribution method of transit capital and operating funds using performance metrics; and

WHEREAS, on June 19, 2013, the CTB approved the Fiscal Year 2014 Six-Year Improvement Program to allocate the first $160 million of mass transit funds; and

WHEREAS, TSDAC met on April 8, 2013, April 22, 2013, May 13, 2013, June 3, 2013, June 17, 2013, July 1, 2013, July 15, 2013, July 29, 2013, August 22, 2013, and September 9, 2013 to discuss service delivery factors and operating assistance allocation methodologies; and

WHEREAS**,** on October 16, 2013, the CTB approved the TSDAC recommended operating assistance allocation methodology.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

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

    a. Payment of state contribution subsidy to WMATA for transit services provided to the

WMATA Compact member jurisdictions based on the Grantee's proportionate subsidy share as identified by WMATA. The Grantee must record the state contribution subsidy funding provided by the Department to the Grantee as allocated in its financial records in accordance with governmental Generally Accepted Accounting Principles and indicate that their purpose is providing state assistance to offset the jurisdiction's obligation to provide subsidy funding for WMATA service within its jurisdiction.

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

b. Additional state grant funding for Fairfax County's state contribution subsidy to WMATA for transit services provided to the WMATA Compact member jurisdictions in the amount of $15,320,408, as approved by the CTB. Details concerning this funding are contained in Appendix 1, which is hereto attached and made a part of this Agreement.

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

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

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

This space intentionally left blank

IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their duly authorized officials on the dates listed below.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County
WMATA Operating

Project Number: 72114-35
Project Start Date: July 1, 2013
Project Expiration Date: June 30, 2014

Additional Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	January 15, 2014	$ 8,936,907
2	February 15, 2014	$ 1,276,701
3	March 15, 2014	$ 1,276,701
4	April 15, 2014	$ 1,276,701
5	May 15, 2014	$ 1,276,701
6	June 15, 2014	$ 1,276,697
TOTAL GRANT AMOUNT		**$15,320,408**

In no event shall this grant exceed $15,320,408.

Board Agenda Item
June 3, 2014

INFORMATION – 1

New Bus Service, Route 983, to Replace Virginia Regional Transit (VRT) Route 83 Service from Dulles Airport to Udvar-Hazy Center

This is to notify the Board that the Fairfax County Department of Transportation (FCDOT) intends to make changes to the schedule and routing changes to Fairfax Connector routes as outlined below. These changes will fill a gap in service connecting the Smithsonian Air and Space Museum's Stephen F. Udvar-Hazy Center to Washington Dulles International Airport and provides a new connection to the Wiehle-Reston East Metrorail Station.

> Route 981: (Dranesville, Hunter Mill, Sully) Widen headways in the early morning, morning peak-period and evening from 20 minutes to 40 minutes. Eliminate mid-day and evening peak-period service. (Attachment 1)
>
> Route 983: (Dranesville, Hunter Mill, Sully) Extend the base Route 981 to the Udvar-Hazy Center from Dulles International Airport. Operate in mid-day and evening peak-period. (Attachment 2)

BACKGROUND:
Virginia Regional Transit (VRT) Route 83, Dulles 2 Dulles, currently provides service from Dulles Town Center to Washington Dulles International Airport and the Smithsonian Air and Space Museum's Stephen F. Udvar-Hazy Center. The route was jointly funded by Loudoun County, Fairfax County and grant funding (Federal Transit Administration Section 5311 funding for rural areas). On February 1, 2013, the Virginia Department of Rail and Public Transportation (DRPT) confirmed that under the 2010 census models, Loudoun County fell almost entirely within the Washington, D.C. urbanized area (UZA) and that effective October 1, 2013, most of the current Loudoun County transit routes, including Route 83, would no longer be eligible from rural funding. Loudoun County has issued a Request for Proposal (RFP) to contract for local transit services. When Loudoun County begins managing their local transit services under the new contract, Route 83 will be eliminated.

Fairfax County, Loudoun County, Metropolitan Washington Airports Authority (MWAA) and Udvar-Hazy staff conducted a series of meetings to determine the best way to maintain a transit connection to the Udvar-Hazy Center from Dulles International Airport. It was agreed that Fairfax County could best provide this service by using the existing

budget contribution to modify existing service. Fairfax County's portion of funding for VRT Route 83 is $80,730 annually last paid in September 2013.
Currently, Fairfax Connector Route 981, Tysons West*Park to Dulles Airport, provides limited stop service between Tysons and Washington Dulles International Airport. When Silver Line Metrorail service begins, Route 981 will be truncated at the Wiehle-Reston East Metrorail Station, with the following service characteristics:

Route 981
Service Days: Weekday, Saturday and Sunday.
Span of Service: 5:00 A.M. – 11:30 P.M. Weekdays; 5:55 A.M. – 11:30 P.M. Saturdays; and 6:15 A.M. – 11:30 P.M. Sundays
Headway: 20 minutes on Weekdays and Saturday, 40 minutes on Sunday

The proposal to provide bus service to the Smithsonian's Air and Space Museum's Stephen F. Udvar-Hazy Center modifies the service characteristics of Route 981 and creates a new route, Route 983. A timetable showing the proposed schedule is attached. (Attachment 3)

Route 981
Service Days: Weekday, Saturday and Sunday.
Span of Service: 5:23 A.M. – 8:33 A.M. & 6:43 P.M. – 11:43 P.M.
Headway: 40 minutes

Route 983
Service Days: Weekday, Saturday and Sunday.
Span of Service: 8:43 A.M. – 7:53 P.M.
Headway: 20 minutes

<u>Unless otherwise directed by the Board, the Department of Transportation will implement these service changes in conjunction with the start of the Silver Line Metrorail service.</u>

<u>FISCAL IMPACT</u>:
The changes noted above result in an additional $62,100 in Fairfax Connector costs for FY2015. However, since the County will no longer be paying VRT, this action will actually result in an $18,630 savings in the level of funding the County had been providing to VRT to operate Route 83. Existing funds in Fund 40-40000, County Transit Systems, are sufficient to cover the cost of operation and no additional funding is required.

Board Agenda Item
June 3, 2014

ENCLOSED DOCUMENTS:
Attachment 1: Map of Route 981: Dulles Airport – Wiehle
Attachment 2: Map of Route 983: Dulles Airport – Udvar-Hazy – Wiehle
Attachment 3: Combined timetable Route 981 and Route 983

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Paul Mounier, Transportation Planner III, Fairfax Connector Section, FCDOT

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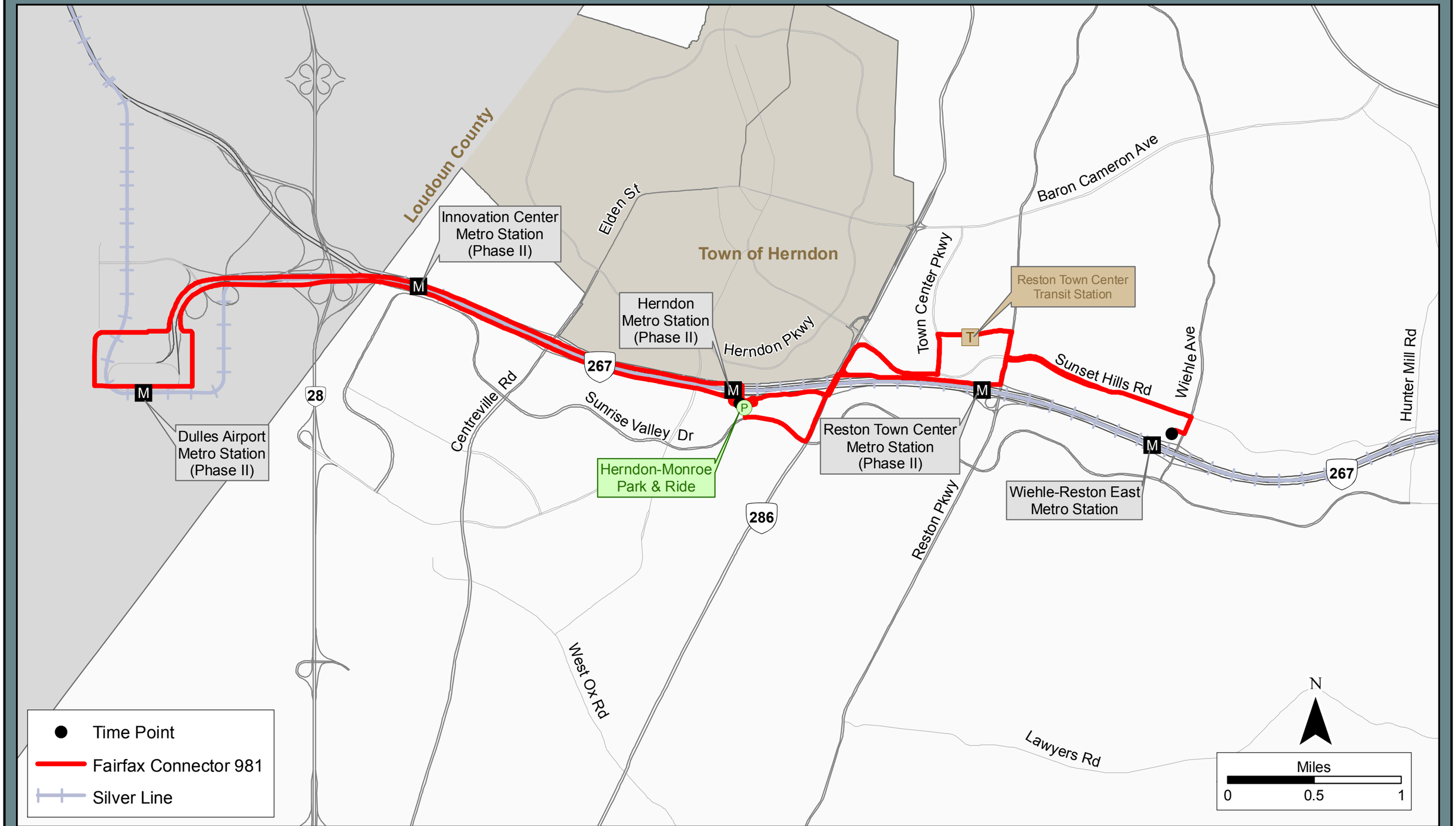
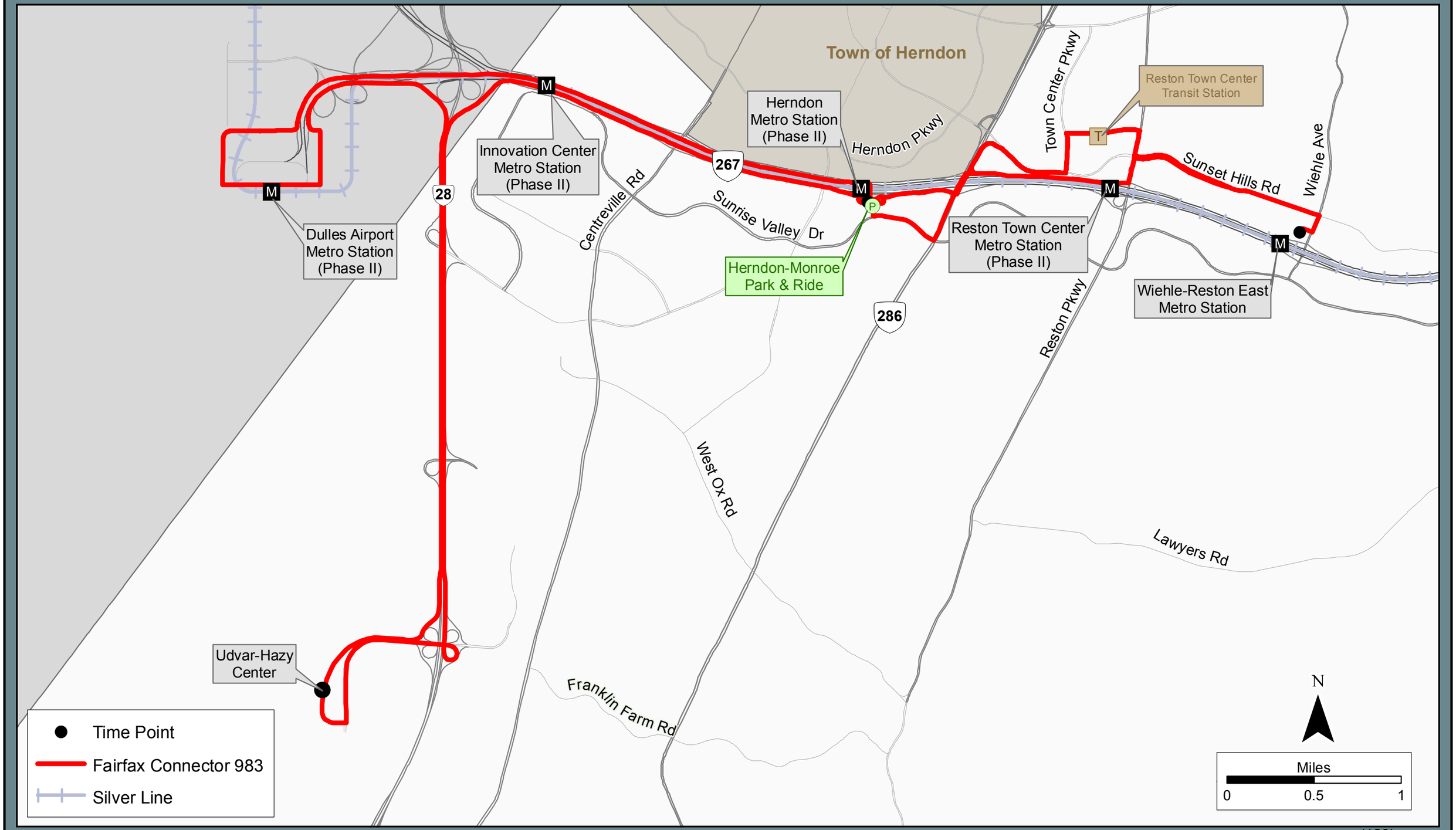
Route 981: Dulles Airport - Wiehle



Route 983: Dulles Airport - Udvar-Hazy - Wiehle



Pattern	UDVAR-HAZY CENTER	DULLES AIRPORT	HERNDON-MONROE PARK & RIDE	RESTON TOWN CENTER	WIEHLE-RESTON EAST METRO		Pattern	WIEHLE-RESTON EAST METRO	RESTON TOWN CENTER	HERNDON-MONROE PARK & RIDE	DULLES AIRPORT	UDVAR-HAZY CENTER
~~	~~~~~~	~~~~~~	~~~~~~	~~~~~~	~~~~~~		~~~~~~~	~~~~~~	~~~~~~	~~~~~~	~~~~~~	~~~~~~
981E		6:02a	6:15a	6:27a	6:33a		981W	5:23a	5:31a	5:43a	5:53a	
981E		6:42a	6:55a	7:07a	7:13a		981W	6:03a	6:11a	6:23a	6:33a	
981E		7:22a	7:35a	7:47a	7:53a		981W	6:43a	6:51a	7:03a	7:13a	
981E		8:02a	8:15a	8:27a	8:33a		981W	7:23a	7:31a	7:43a	7:53a	
981E		8:42a	8:55a	9:07a	9:13a		981W	8:03a	8:11a	8:23a	8:33a	
981E		9:22a	9:35a	9:47a	9:53a		983W	8:43a	8:51a	9:03a	9:13a	9:25a
983E	9:30a	9:42a	9:55a	10:07a	10:13a		983W	9:03a	9:11a	9:23a	9:33a	9:45a
983E	9:50a	10:02a	10:15a	10:27a	10:33a		983W	9:23a	9:31a	9:43a	9:53a	10:05a
983E	10:10a	10:22a	10:35a	10:47a	10:53a		983W	9:43a	9:51a	10:03a	10:13a	10:25a
983E	10:30a	10:42a	10:55a	11:07a	11:13a		983W	10:03a	10:11a	10:23a	10:33a	10:45a
983E	10:50a	11:02a	11:15a	11:27a	11:33a		983W	10:23a	10:31a	10:43a	10:53a	11:05a
983E	11:10a	11:22a	11:35a	11:47a	11:53a		983W	10:43a	10:51a	11:03a	11:13a	11:25a
983E	11:30a	11:42a	11:55a	12:07p	12:13p		983W	11:03a	11:11a	11:23a	11:33a	11:45a
983E	11:50a	12:02p	12:15p	12:27p	12:33p		983W	11:23a	11:31a	11:43a	11:53a	12:05p
983E	12:10p	12:22p	12:35p	12:47p	12:53p		983W	11:43a	11:51a	12:03p	12:13p	12:25p
983E	12:30p	12:42p	12:55p	1:07p	1:13p		983W	12:03p	12:11p	12:23p	12:33p	12:45p
983E	12:50p	1:02p	1:15p	1:27p	1:33p		983W	12:23p	12:31p	12:43p	12:53p	1:05p
983E	1:10p	1:22p	1:35p	1:47p	1:53p		983W	12:43p	12:51p	1:03p	1:13p	1:25p
983E	1:30p	1:42p	1:55p	2:07p	2:13p		983W	1:03p	1:11p	1:23p	1:33p	1:45p
983E	1:50p	2:02p	2:15p	2:27p	2:33p		983W	1:23p	1:31p	1:43p	1:53p	2:05p
983E	2:10p	2:22p	2:35p	2:47p	2:53p		983W	1:43p	1:51p	2:03p	2:13p	2:25p
983E	2:30p	2:42p	2:55p	3:07p	3:13p		983W	2:03p	2:11p	2:23p	2:33p	2:45p
983E	2:50p	3:02p	3:15p	3:27p	3:33p		983W	2:23p	2:31p	2:43p	2:53p	3:05p
983E	3:10p	3:22p	3:35p	3:47p	3:53p		983W	2:43p	2:51p	3:03p	3:13p	3:25p
983E	3:30p	3:42p	3:55p	4:07p	4:13p		983W	3:03p	3:11p	3:23p	3:33p	3:45p
983E	3:50p	4:02p	4:15p	4:27p	4:33p		983W	3:23p	3:31p	3:43p	3:53p	4:05p
983E	4:10p	4:22p	4:35p	4:47p	4:53p		983W	3:43p	3:51p	4:03p	4:13p	4:25p
983E	4:30p	4:42p	4:55p	5:07p	5:13p		983W	4:03p	4:11p	4:23p	4:33p	4:45p
983E	4:50p	5:02p	5:15p	5:27p	5:33p		983W	4:23p	4:31p	4:43p	4:53p	5:05p
983E	5:10p	5:22p	5:35p	5:47p	5:53p		983W	4:43p	4:51p	5:03p	5:13p	5:25p
983E	5:30p	5:42p	5:55p	6:07p	6:13p		983W	5:03p	5:11p	5:23p	5:33p	5:45p
983E	5:50p	6:02p	6:15p	6:27p	6:33p		983W	5:23p	5:31p	5:43p	5:53p	6:05p
983E	6:10p	6:22p	6:35p	6:47p	6:53p		983W	5:43p	5:51p	6:03p	6:13p	6:25p
983E	6:30p	6:42p	6:55p	7:07p	7:13p		983W	6:03p	6:11p	6:23p	6:33p	6:45p
983E	6:50p	7:02p	7:15p	7:27p	7:33p		983W	6:23p	6:31p	6:43p	6:53p	7:05p
983E	7:10p	7:22p	7:35p	7:47p	7:53p		981W	6:43p	6:51p	7:03p	7:13p	
981E		8:02p	8:15p	8:27p	8:33p		981W	7:23p	7:31p	7:43p	7:53p	
981E		8:42p	8:55p	9:07p	9:13p		981W	8:03p	8:11p	8:23p	8:33p	
981E		9:22p	9:35p	9:47p	9:53p		981W	8:43p	8:51p	9:03p	9:13p	
981E		10:02p	10:15p	10:27p	10:33p		981W	9:23p	9:31p	9:43p	9:53p	
981E		10:42p	10:55p	11:07p	11:13p		981W	10:03p	10:11p	10:23p	10:33p	
							981W	10:43p	10:51p	11:03p	11:13p	
							981W	11:23p	11:31p	11:43p	11:53p	

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Board Agenda Item
June 3, 2014

10:40 a.m.

Matters Presented by Board Members

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11:30 a.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. *Joseph F. and Juliana Campagna, Fairfax Christian School, Inc., Hunter Mill East, LLC, Hunter Mill West, LLC, Robert L. and Rosemary S. Thoburn, and Thoburn Limited Partnership v. Fairfax County Board of Supervisors*, Case No. CL-2010-0005862 (Fx. Co. Cir. Ct.) (Hunter Mill District)

2. In Re: July 31, 2013, Decision of the Fairfax County Board of Zoning Appeals Denying Application of New Cingular Wireless, PCS, LLC, and Parklawn Recreation Association, Inc., for an Amendment to Special Permit No. 76-M-088 (Fx. Co. Cir. Ct.) (Mason District)

3. *Leslie Carper v. Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia* (Fx. Co. Board of Building Code Appeals) (Mount Vernon District)

4. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sidney B. Hill and Wanda C. Hill*, Case No. CL-2012-0011053 (Fx. Co. Cir. Ct.) (Hunter Mill District)

5. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert E. Stroup*, Case No. CL-2012-0000352 (Fx. Co. Cir. Ct.) (Providence District)

6. *Leslie B.Johnson, Fairfax County Zoning Administrator v. Thinh V. Luong and Thuy T. Trinh*, CL-2010-0008779 (Fx. Co. Cir. Ct.) (Mason District)

7. *Eileen M. McLane, Fairfax County Zoning Administrator v. James G. Miller, Trustee of the James G. Miller Living Trust, and Atlantic Construction Fabrics, Inc.*, Case No. CL-2009-0002430 (Fx. Co. Cir. Ct.) (Sully District)

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nina Selvaggi*, Case No. CL-2013-0003608 (Fx. Co. Cir. Ct.) (Dranesville District)

9. *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. R. Joun Enterprises, LLC, Roland G. Joun, Trustee, Maria Joun, Trustee, Roland G. Joun Revocable Living Trust, and Maria Joun Revocable Living Trust*, Case No. CL-2012-0011286; *Leslie B. Johnson, Fairfax County Zoning Administrator v. R. Joun Enterprises, LLC, Roland G. Joun, Trustee, Maria Joun, Trustee, Roland G. Joun Revocable Living Trust, and Maria Joun Revocable Living Trust, Case No. CL-2012-0015804* (Fx. Co. Cir. Ct.) (Lee District)

10. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Ted J. Fares*, Case No. CL-2013-0019056 (Fx. Co. Cir. Ct.) (Mason District)

11. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Eduardo Mendez Alvarez*, Case No. CL-2012-0006511 (Fx. Co. Cir. Ct.) (Mount Vernon District)

12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kam Saykhamphone and Thong B. Saykhamphone*, Case No. CL-2013-0007059 (Fx. Co. Cir. Ct.) (Braddock District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Christine A. Bucierka*, Case No. CL-2007-0004195 (Fx. Co. Cir. Ct.) (Sully District)

14. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert D. Edmonds, Jr.*, Case No. CL-2012-0011472 (Fx. Co. Cir. Ct.) (Dranesville District)

15. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Helen M. Parker-Smith*, Case No. CL-2014-0001775 (Fx. Co. Cir. Ct.) (Providence District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nova Petroleum Realty, LLC, and Franconia Square, LLC.*, Case No. CL-2013-0008132 (Fx. Co. Cir. Ct.) (Lee District)

17. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Full Gospel First Church of Washington*, Case No. CL-2014-0003467 (Fx. Co. Cir. Ct.) (Mason District)

18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven C. Bryant*, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. The*

Key Building Partnership and NAFS Food Services, Inc., Case No. CL-2013 -0011950 (Fx. Co. Cir. Ct.) (Lee District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ana Caballero*, Case No. CL-2014-0000980 (Fx. Co. Cir. Ct.) (Providence District)

21. *Board of Supervisors of Fairfax County, Virginia v. Williamson Group Land Development, LLC*, Case No. CL-2013-0015394 (Fx. Co. Cir. Ct.) (Hunter Mill District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Thinh V. Luong and Thuy T. Trinh***,** Case No. CL-2014-0004972 (Fx. Co. Cir. Ct.) (Mason District)

23. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jeffrey L. Blackford Property Maintenance Code Official for Fairfax County, Virginia v. Payne Brothers Properties, L.L.C., and Café Randezvous [sic], Inc., d/b/a Luna Restaurant and Sports Bar*, CL-2014-0005771 (Fx. Co. Cir. Ct.) (Mason District)

24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ola M. Coalson*, Case No. CL-2014-0005987 (Fx. Co. Cir. Ct.) (Lee District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Joseph E. Mulligan*, Case No. CL-2014-0005986 (Fx. Co. Cir. Ct.) (Mount Vernon District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Federal Realty Investment Trust and Zen Bar Concepts, L.L.C.*, Case No. CL-2014-0006013 (Fx. Co. Cir. Ct.) (Mason District)

27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jingyang Tao and Carrie Song*, Case Nos. GV13-018987 and GV13-018988 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

28. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Jingyang Tao and Carrie Song*, Case Nos. GV13-018986 and GV13-018989 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose Salome Portillo and Francisca E. Portillo***,** Case Nos. GV13-023469 and GV13-023470 (Fx. Co. Gen. Dist. Ct.) (Providence District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mary Ann Torregrossa*, Case No. GV13-020137 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John L. Butterfield and Nancy S. Butterfield*, Case No. GV13-018973 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

32. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Janak R. Sachdev and Neelam Sachdev*, Case Nos. GV13-025812, GV13-025814, and GV13-025816 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

33. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Larry H. Wimer and Carolyn J. Wimer*, Case Nos. GV13-025811 and GV13-025815 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

34. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. 6440 Divine Street, LLC*, Case No. GV13-025680 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

35. *Jeffrey L. Blackford , Property Maintenance Code Official for Fairfax County, Virginia v. Doris Harwitz Trust, Doris Harwitz and Stuart Harwitz, Trustees*, Case Nos. GV13-023473 and GV13-023474 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edwin H. Funk, Jr.*, Case No. GV13-025173 (Fx. Co. Gen. Dist. Ct.) (Lee District)

37. *Dora Navarro v. Amanda Wallace*, Case No. GV14-001200 (Fx. Co. Gen. Dist. Ct.)

38. *Noel Arguelles v. Amanda Wallace*, Case No. GV13-012458 (Fx. Co. Gen. Dist. Ct.); *Amanda Wallace v. Dora Alicia Navarro*, Case No. GV13-023570 (Fx. Co. Gen. Dist. Ct.)

39. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Jarvis Barnwell Investments, LLC*, Case Nos. GV13-011602 and GV14-007893 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

40. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Natalia Sedova and Irene Sedova*, Case No. GV14-007986 (Fx. Co. Gen. Dist. Ct.) (Providence District)

41. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Linwood Payne and Valorie Payne*; GV14-007898 and GV14-007899 (Fx. Co. Gen. Dist. Ct.) (Lee District)

42. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Beatrice C. Garcia*, Case No. GV14-006747 (Fx. Co. Gen. Dist. Ct.) (Sully District)

43. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Rebecca Mills*, Case No. GV14-002193 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

44. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Arthur F. Parnell*, Case No. GV14-006927 (Fx. Co. Gen. Dist. Ct.) (Mason District)

45. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Nazari Living Trust, Majid Nazari, Trustee, or his Successors in Trust Under the Nazari Living Trust*, Case Nos. GV14-007894, GV14-007895, and GV14-007988 (Fx. Co. Gen. Dist. Ct.) (Mason District)

46. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Yurie C. Chigna*, Case No. GV14-007900 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

47. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Barbara Jean Oksanen*, Case No. GV14-007896 (Fx. Co. Gen. Dist. Ct.) (Mason District)

48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose O. Flores, Blanca H. Flores, Doris E. Villatoro, and Jose A. Villatoro*, Case No. GV14-007985 (Fx. Co. Gen. Dist. Ct.) (Lee District)

49. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Pascal Sung-Won Hong and Agnes Song-Kyung Hong*, Case No. GV14-007987 (Fx. Co. Gen. Dist. Ct.) (Sully District)

50. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Keun Hoon Lee and Yong Ja Lee*, Case No. GV13-024383 (Fx. Co. Gen. Dist. Ct.) (Lee District)

51. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judi D. Raphael*, Case No. GV14-010218 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

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Board Agenda Item
June 3, 2014

3:00 p.m.

Public Hearing on Proposed Plan Amendment S13-IV-LP1 (Vulcan Quarry) Located South of Peniwill Drive, West of Ox Road (Route 123) and North of the Occoquan River (Mount Vernon District)

This public hearing was deferred at the Board of Supervisor's May 13th meeting to June 3, 2014 at 3:00 p.m.

ISSUE:
The subject area of Plan Amendment S13-IV-LP1 contains approximately 527 acres and proposes the reconfiguration and conversion, in phases, of the Vulcan Quarry to a future water supply storage facility.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, April 23, 2014, the Planning Commission voted 9-0 (Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting) to recommend to the Board of Supervisors adoption of Plan Amendment S13-IV-LP1 with the following modifications:

- Incorporate language that clarifies that uses other than a water supply storage facility are not planned uses for the quarry;
- Clarification that the environmental impacts addressed in the staff report be considered;
- Add additional screening between the workhouse and vulcan's operation ;
- Language referring to two phases of quarry conversion be changed to state "no later than" rather than "approximately" or "around" with references to dates of 2035 and 2085;
- Maintain current operating conditions of the quarry to protect nearby residential communities from any adverse noise and vibration impacts; and
- Establish measures to ensure that truck traffic to and from the quarry access i-95 via route 123.

Board Agenda Item
June 3, 2014

RECOMMENDATION:
The County Executive recommends that the Board adopt the Planning Commission recommendation.
TIMING:
Planning Commission public hearing – April 23, 2014

BACKGROUND:
On June 4, 2013, the Board of Supervisors authorized a Comprehensive Plan amendment to consider the reconfiguration and ultimate reuse of Vulcan Quarry as a water supply storage facility. The 527-acre subject area contains the Vulcan Quarry and the Frederick P. Griffith Jr. Water Treatment Plant. The northern portion of the quarry is located within the Pohick Planning District and the southern portion of the quarry is located within the Lower Potomac Planning District. The site is planned for public facilities, public park, private recreation and industrial uses. The proposed amendment would replan the subject area for public facilities use as a water supply storage facility. The justification for the proposed Plan amendment relates to long standing regional water supply planning agreements and recently enacted Virginia water supply regulations. These activities resulted in the identification of the Vulcan Quarry as a possible alternative to meet the region's future demands for drinking water.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim Excerpt

Attachment II: Planning Commission handout dated April 23, 2014

Staff Report for Plan amendment S13-IV-LP1, dated January 17, 2014 and previously furnished is available at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/s13-iv-lp1.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division, DPZ
Meghan Van Dam, Branch Chief, Policy & Plan Development Branch
Aaron Klibaner, Planner II, PD, DPZ

Planning Commission Meeting
April 23, 2014
Verbatim Excerpt

S13-IV-LP1 – COMPREHENSIVE PLAN AMENDMENT (VULCAN QUARRY)

After Close of the Public Hearing

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

Commissioner Flanagan: Thank you, Mr. Chairman. I had two motions. One was to defer and one was to proceed with a motion to approve. And I think that I've heard reassurances sufficiently to go ahead with a motion to approve here. So Mr. Chairman, the Board of Supervisors authorized Plan Amendment S13-IV-LP1 on June 4, 2013. The Amendment proposes the reconfiguration and conversion of the Vulcan Quarry to a future water supply storage facility. Fairfax Water will ultimately own and operate the present Vulcan facility to satisfy projected demands for drinking water identified in the 2012 Northern Virginia Regional Water Supply Plan adopted by the Board of Supervisors in February of 2012. The conversion will require a northern pit to be available as a reservoir no later than 2035 and a southern pit to be available as a reservoir no later than 2085, at which time all quarry operations would cease. The staff recommendation, as shown in the staff report dated January 17, 2014, proposes amending the Comprehensive Plan to reflect; one, that the Vulcan Quarry is planned for a use as a future water supply storage facility; two, that the quarry will be reconfigured and converted into two phases; three, that direct and indirect impacts to Environmental Quality Corridors and Resource Protection Areas from proposed stream diversions be resolved; and, four, minor editorial changes. I THEREFORE MOVE THAT THE PLANNING COMMISSION RECOMMEND ADOPTION OF THE STAFF RECOMMENDATIONS TO THE BOARD OF SUPERVISORS WITH THE FOLLOWING MODIFICATIONS:

- ONE, ADD LANGUAGE THAT STATES THAT USES OTHER THAN A WATER SUPPLY STORAGE FACILITY ARE NOT PLANNED FOR THE QUARRY;

- TWO, CLARIFICATION THAT THE PREVIOUSLY-MENTIONED ENVIRONMENTAL IMPACTS BE CONSIDERED;

- THREE, THAT SCREENING BETWEEN THE WORKHOUSE AND VULCAN'S OPERATION BE ADDED;

- AND FOUR, THAT TEXT REFERRING TO TWO PHASES OF QUARRY CONVERSION BE CHANGES TO STATE "NO LATER THAN" RATHER THAN "APPROXIMATELY" OR "AROUND" WITH REFERENCES TO DATES OF 2035 AND 2085;

- FIVE, THAT THE CURRENT OPERATING CONDITIONS OF THE QUARRY BE MAINTAINED TO PROTECT NEARBY RESIDENTIAL COMMUNITIES FROM ANY ADVERSE NOISE AND VIBRATION IMPACTS;

- AND SIX, THAT MEASURES ARE UTILIZED TO ENSURE THAT TRUCK TRAFFIC TO AND FROM THE QUARRY ACCESSES I-95 VIA ROUTE 123.

These modifications are shown in my handout dated April 23, 2014. I believe these are supported by the Fairfax County Water Authority and Vulcan. Thank you, Mr. Chairman.

Commissioners Litzenberger and Sargeant: Second.

Chairman Murphy: Seconded by Mr. Litzenberger and Mr. Sargeant. Is there a discussion of the motion?

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I support, generally, the motion for the reasons that Commissioner Flanagan has identified. I did want to speak to one point. I think that the change to the second bullet on page 7, with respect to the 2085 date – changing the text from "about 2085" to "no later than 2085" – is inappropriate. The Planning Commission's charge from the General Assembly under 15.2-2223 is to prepare and recommend a Comprehensive Plan. What the General Assembly has told us is that the Comprehensive Plan shall be general in nature in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement shown on the plan – and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be. It's a general guide to the decision-makers. The Comprehensive Plan, I think, is not an appropriate place for specific deadlines 71 years out. Even if language such as a deadline is put in, it's unrealistic to expect that that's some sort of – some sort of enforceable deadline. I think it tends to create false hopes or expectations in the community that there is somehow a mandatory deadline – that the quarry would close by 2085. I think it would be preferable for us to stick to our statutory role, which the General Assembly has spelled out, to keep things general and approximate and allow future decision-makers the flexibility to exercise their judgment if and when applications are filed. I tend to agree with Commissioner Flanagan generally about the language. And there certainly is enough guidance here that I think all of the impacts and all the conceivable impacts that have been identified can be addressed if an application is filed. But a specific deadline of 2085 is inappropriate. Thank you.

Chairman Murphy: Further discussion of the motion?

Commissioner Lawrence: Mr. Chairman, I align myself with Commissioner Hart.

Chairman Murphy: All right. All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendment S13-IV-LP1, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

//

(Each motion carried by a vote of 9-0. Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting.)

JLC

MOTION

April 23, 2014

Commissioner Earl Flanagan, Mount Vernon District

Planning Commission Public Hearing

Plan Amendment S13-IV-LP1

Motion:

Mr. Chairman, the Board of Supervisors authorized Plan Amendment S13-IV-LP1 on June 4, 2013. The amendment proposes the reconfiguration and conversion of the Vulcan Quarry to a future water supply storage facility. Fairfax Water will ultimately own and operate the present Vulcan facility to satisfy projected demands for drinking water identified in the 2012 Northern Virginia Regional Water Supply Plan adopted by the Board of Supervisors in February of 2012. The conversion will require a northern pit to be available as a reservoir no later than 2035 and a southern pit to be available as a reservoir no later than 2085, at which time all quarry operations would cease.

The Staff recommendation as shown in the Staff Report dated January 17, 2014 proposes amending the Comprehensive Plan to reflect 1) that the Vulcan Quarry is planned for use as a future water supply storage facility; 2) that the quarry will be reconfigured and converted in two phases; 3) that direct and indirect impacts to Environmental Quality Corridors and Resource Protection Areas from proposed stream diversions be resolved; and 4) minor editorial changes.

I therefore move that the Planning Commission recommend adoption of the Staff recommendations to the Board of Supervisors with the following modifications: 1) add language that states that uses other than a water supply storage facility are not planned for the quarry; 2) clarification that the previously mentioned environmental impacts be considered; 3) that screening between the Workhouse and Vulcan's operation be added, 4) that the text referring to the two phases of quarry conversion be changed to state "no later than" rather than "approximately" or "around" with reference to 2035 and 2085; 5) that the current operating conditions of the quarry be maintained to protect nearby residential communities from any adverse noise and vibration impacts; and 6) that measures are utilized to ensure that truck traffic to and from the quarry accesses I-95 via Route 123. These modifications are shown in my handout dated April 23, 2014.

Thank you, Mr. Chairman.

End of Motion

PLANNING COMMISSION RECOMMENDED PLAN TEXT
PLAN AMENDMENT S13-IV-LP1 – VULCAN QUARRY
APRIL 23, 2014

The Comprehensive Plan will be modified as shown below. Text proposed to be added by Staff is shown as underlined and text proposed to be deleted by Staff is shown with a ~~strikethrough~~. Planning Commission modifications to the Staff recommendation are shown in double underline and ~~double strikethrough~~.

MODIFY: Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, as amended through 4-9-2013, Lower Potomac Planning District Overview, page 1, paragraph 5:

. . .

"Regional-serving public facilities located in this planning district include the I-95 Energy Resource Recovery Facility, the I-95 Landfill Complex, the Norman M. Cole, Jr. Pollution Control Plant and the Frederick P. Griffith Jr. Water Treatment Plant."

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, as amended through 4-9-2013, Overview, Public Facilities, pages 17-18:

"3. ~~Construct a consolidated replacement facility for the FCWA Lorton/Occoquan Treatment Plants.~~ Consider the conversion of a reconfigured Vulcan Quarry to a water supply storage facility in order to meet the long term needs of Fairfax County and the region."

"FIGURE 6
LOWER POTOMAC PLANNING DISTRICT
EXISTING PUBLIC FACILITIES

	Schools	Libraries	Public Safety	Human Services	Public Utilities	Other Public Facilities
LP1	Laurel Hill Elem., South County Middle, South County High		Co-Located Fire Station and Police Substation Site		~~FCWA~~Fairfax Water ~~Lorton~~Frederick P. Griffith Jr. Water Treatment Plant, I-95 Landfill, I-95 Resource Recovery Facility, Recycling Drop-Off Facility	
LP2	Lorton Station Elem., Lorton Admin. Center	Lorton Comm.	Lorton Fire Station Co. 19	Lorton Community Action, Lorton Senior Center	Noman M. Cole, Jr. Pollution Control Plant	
LP3	Gunston Elementary		Gunston Fire Station Co. 20		Underground Wastewater Holding Tanks	
LP4	*Ft. Belvoir Elem.		*Ft. Belvoir Fire Station, *Davison Crash and Rescue Station, *Ft. Belvoir Military Police Station	Eleanor U. Kennedy Shelter for the Homeless	Va. Power Fort Belvoir Substation, Sewage Pumping Station, ~~FCWA~~Fairfax Water Fort Belvoir Pumping Station"	*Dewitt Army Hospital

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Character, page 23, paragraph 2:

"Most of the land in this planning sector is planned and utilized for park and related uses, public facilities and open space. North of the I-95 Landfill, uses include residential development, three schools, and Laurel Hill Park, which includes a public golf course. The southern area of the planning sector contains the I-95 Landfill, the I-95 Energy Resource Recovery Facility, an active rock quarry (Vulcan Quarry), the Frederick P. Griffith Jr. Water Treatment Plant and the Occoquan Regional Park. See Figure 9: Location of Former Prison Facility Sites; Existing Public and Industrial Uses."

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Land Use, pages 30-31:

~~*Paragraph 1:*~~

"The Laurel Hill Community Planning Sector (LP1) can be divided into ~~a southern part and a northern part.~~northern and southern parts. ~~The southern portion (approximately 1,300 acres) is dominated by the I-95 Landfill, the I-95 Energy/Resource Recovery Facility, the Fairfax Water Facility, the Occoquan Regional Park and the Vulcan Quarry (an active quarry) all of which are planned to be retained for the long term.~~ The northern portion of LP1 is generally defined as the area north of the I-95 Landfill and related facilities and includes the ~~Central Facility~~former D.C. Department of Corrections Lorton facilities, including the Former Reformatory and Penitentiary and ~~the~~ Occoquan Workhouse sites."

~~*Paragraph 8:*~~

. . .

"The southern portion of LP1 (approximately 1,400 acres) is ~~anticipated to retain the following uses:~~dominated by the I-95 Landfill, the I-95 Energy/Resource Recovery Facility, ~~and Fairfax Water Facility~~ the Frederick P. Griffith Jr. Water Treatment Plant and the Occoquan Regional Park, ~~and the Vulcan Quarry~~ all of which are planned to be retained for the long term. The Vulcan Quarry (an active rock quarry) is also located in the sector. It is planned to be mined and considered for reconfiguration and conversion in phases to facilitate the creation of a long term water supply storage facility owned by Fairfax Water. The area is planned accordingly for governmental and institutional uses, public park~~, and private recreation~~ and public facilities. Other uses, such as a landfill, are not planned for the quarry."

~~*Paragraph 9:*~~

. . .

"The Occoquan Regional Park is anticipated to expand northward to the southern boundary of the I-95 Landfill excluding the area of the former Youth Correctional Facility, which is planned for park use by the Fairfax County Park Authority. ~~The Fairfax Water Facility property was expanded to include the area abutting the west side of Ox Road. In addition to the land conveyed to Fairfax Water Facility, land on the west side of Ox Road was also conveyed to the Fairfax County Park Authority.~~"

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Open Space/Pedestrian Systems, page 35:

"As indicated previously, the southern part of the LP1 Community Planning Sector is dominated by uses such as the I-95 Landfill, the I-95 Energy/Resource Recovery Facility, the Fairfax Water Facility~~,~~ and the Occoquan Regional Park ~~and the Vulcan Quarry~~ which are all planned to be retained over the long term. The Vulcan Quarry (an active rock quarry), is also located in the sector. It is

planned to be mined, and considered for reconfiguration and conversion in phases to facilitate the creation of a water supply storage facility to be owned by Fairfax Water. The area south of the I-95 Landfill and north of the Occoquan Regional Park is planned for park use, ultimately encompassing the former Youth Correctional Facility."

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Open Space/Pedestrian Systems, page 38:

"• The area west of Ox Road, which includes the Fairfax Water Facility and the Vulcan Quarry, should provide ~~for recreational amenities and~~ buffering for the residential communities abutting to the north and should include the trail connections to the Regional Park System."

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Public Facilities, page 39:

"The LP1 Planning Sector has several major Countywide public facilities other than parks which are covered under Open Space/Pedestrian Systems. These include the I-95 Landfill, the I-95 Energy/Resource Recovery Facility and the Fairfax Water Facility. ~~These public facilities will remain with the redevelopment of the former Corrections Property.~~ The I-95 Landfill, ~~and~~ the I-95 Energy/Resource Recovery Facility and the Fairfax Water Facility are planned to be retained for the long term. Once the I-95 Landfill stops receiving material it will enter a post-closure care period of 30-years duration.

The I-95 Energy/Resource Recovery Facility is under contract until 2016, but anticipated to operate at least until 2031, if not beyond. ~~The~~ Fairfax Water ~~Facility has capacity~~ is required to provide adequate capacity to meet the long-term water ~~treatment~~supply needs for Fairfax County as identified in the Northern Virginia Regional Water Supply Plan, adopted by the Board of Supervisors on February 28, 2012, as may be amended by the Board. The proposed reconfiguration of the Vulcan Quarry and phased conversion to a water supply storage facility is an alternative identified in this Regional Water Supply Plan. These existing and planned public facilities should adhere to the following guidance:

- The portions of the I-95 Landfill that no longer receive material should be considered for adaptive reuse for active and passive recreational purposes and should be part of the long-term expansion program for the Occoquan Regional Park or the Fairfax County Park Authority to further serve the needs of the Northern Virginia area.

- The Fairfax Water Facility should be considered for expansion to include the adjacent Vulcan Quarry to create a water supply storage facility. The Fairfax Water Facility should be buffered and screened along Ox Road and ~~the~~its northern boundary. ~~The existing ponds north and south of the treatment facility should be preserved as natural resource areas.~~ As an interim use, land located on the northeast portion of the Fairfax Water Facility may be used by the Fairfax County Park Authority for ~~athletic fields~~park and recreational uses until such time as the area is needed for treatment plant expansion. ~~not needed for the expansion should be used by~~

~~the Fairfax County Park Authority for athletic fields. A new 42-inch water main is planned to replace the existing main that crosses the former Corrections Property.~~"

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Land Unit 5, pages 52-54:

"Sub-unit 5A: ~~Approximately 115 acres of the land within Sub-unit 5A, generally located south of the former Corrections Property line, west of Ox Road and north of the Occoquan River, is to be conveyed to the Fairfax County Park Authority.~~ A portion of this property is currently ~~being leased and~~ used for extraction by Vulcan Quarry. North of the Occoquan River between the quarry and Ox Road, is the approximately ~~250~~247-acre Fairfax Water ~~Facility~~ property. ~~Both of these uses should adhere to the following additional guidance:~~ Buffering and screening along Ox Road (Route 123) and the northern boundary should be provided. ~~The buffer area along the northern boundary should include that area's pond~~. In addition, if reconfiguration of the quarry is approved, a buffer area should be provided opposite the Occoquan Workhouse and adjacent to the existing solids disposal area and the former Lorton treatment plant located south of the existing Frederick P. Griffith Jr. treatment facility to screen the Workhouse and Route 123 from impacts created by future expansions of Fairfax Water's treatment facilities and the reconfigured mining area and relocation of the quarry's stone crushing operations to this area. As an interim use, land located on the northeast portion of the Fairfax Water Facility may be used by the Park Authority for park and recreational uses until such time as the area is needed for treatment plant expansion. The half-acre prison cemetery, which was established at the turn of the 20th century, located west of the former Occoquan Workhouse on the Fairfax Water property, should be preserved.

- ~~Extraction at the quarry should be predicated on the assumption that severe slopes, especially adjacent to swales and streams, will not be disturbed so as to pose a direct threat to stream water quality. Consequently, limits of clearing for proposed extraction sites should not encroach on severe slopes in such a manner as to render impossible sediment control and/or visual buffering for nearby residents. Further, sediment control measures should be adequate to control erosion in conformance with the guidelines of the County sediment and erosion control regulations. A natural buffer of at least one hundred feet along the southwest line of the property parallel to the Occoquan Creek should be maintained; In addition, within six months of final fill grade, or as soon thereafter as possible, the visual berm areas along the southwesterly property line, the northwest and southern corners of the property and at the creek entrance to the property along the northern property line should be planted. The plantings should consist of ground cover and evergreen trees. Upon completion of operations, the land should be left in a safe and stabilized condition so that the area can be developed for public park or private recreation uses as shown on the Comprehensive Plan map.~~

Extraction at the quarry should be predicated on the assumption that severe slopes, especially adjacent to swales and streams, will not be disturbed so as to pose a direct threat to stream water quality. Consequently, limits of clearing

for proposed extraction sites should not encroach on severe slopes in such a manner as to render impossible sediment control and/or visual buffering for nearby residents. Further, sediment control measures should be adequate to control erosion in conformance with the guidelines of the County sediment and erosion control regulations. A natural buffer of at least one hundred feet along the southwest line of the property parallel to the Occoquan ~~Creek~~River should be maintained. *(note: reformatted and relocated)*

The Fairfax Water Facility property ~~has been expanded~~ extends northward to the ~~northern~~ boundary of the LP1 Laurel Hill Community Planning Sector. In order to meet the long term water~~treatment~~ supply storage needs ~~for~~of Fairfax County.~~Buffering and screening along Ox Road and the northern boundary should be provided. The buffer area along the northern boundary should include that area's pond and any sensitive biological areas associated with the pond. In addition, a buffer area should be provided adjacent to the pond located south of the new treatment facility in order to protect this natural resource area. In addition, the treatment plant expansion should be designed in a manner that will ensure future access to the quarry property on the west after its reclamation occurs.~~ and the region, a water supply storage facility may be considered for establishment on lands currently owned by the Vulcan Quarry and Fairfax Water. Phasing is envisioned to occur as follows:

- The northern portion of the Vulcan Quarry would be available to Fairfax Water in ~~approximately~~no later than 2035, when mining operations in this area would cease. At that time, this portion of the quarry would be converted to serve as Phase 1 of the planned water supply storage facility (shown on Figure 21). Additional land would be leased to Vulcan Quarry by Fairfax Water prior to Phase 1 to facilitate reconfiguration of the stone mining operations to replace lost capacity from the conversion of the northern portion of the quarry for water supply storage purposes, for relocation of the quarry's stone crushing operations and for storage space for overburden (topsoil and excess material) from mining activities. Mining operations on the southern portion of the quarry would continue until about 2085.

- The entirety of Vulcan Quarry land would be acquired by Fairfax Water ~~about~~no later than 2085. All quarry operations would then cease. At this time, the southern portion of the quarry would be converted to serve as Phase 2 of the new water supply storage facility. The locations described for the proposed conversion of the Vulcan Quarry to a water supply storage facility are shown in Figure 21.

Evaluation of any proposal for any long term water supply storage areas should consider the following in the evaluation *of* direct and indirect impacts to Environmental Quality Corridors (EQCs) and Resource Protection Areas (RPAs), as well as impacts created by proposed stream diversions. The following issues should be ~~resolved~~considered during the review of any rezoning, special permit, special exception and proffer condition amendment applications:

- The extent to which the proposed water supply storage facility is needed to address short, medium and long term water supply needs;

- The extent to which the proposed action would meet the long term water supply needs with the least amount of adverse environmental impact, compared to other alternatives;

- The extent to which any existing buffer areas will be removed or impacted by any proposed stream diversion;

- The placement and orientation of proposed temporary mining capacity augmentation areas should be evaluated in order to avoid and/or minimize impacts to EQCs, RPAs and streams;

- The extent of any impacts that the proposal would have on EQCs and measures that would be pursued to address Policy Plan guidance regarding disturbances to EQCs;

- The extent of any impacts that the proposal would have on RPAs and measures that would be taken in support of an exception under Chapter 118 of the Fairfax County Code (the Chesapeake Bay Preservation Ordinance); and;

- The extent to which there would be any proposed diversion of drainage that would be needed to implement the proposal and the measures that would be pursued to ensure that any such drainage diversion would not have adverse impacts on receiving waters~~;~~.

- ~~The Fairfax Water Facility property has been expanded northward to the northern boundary of LP.1 i~~In order to meet the long term water treatment ~~needs for Fairfax County. Buffering and screening along Ox Road and the northern boundary should be provided. The buffer area along the northern boundary should include that area's pond and any sensitive biological areas associated with the pond. In addition, a buffer area should be provided adjacent to the pond located south of the new treatment facility in order to protect this natural resource area. In addition, the treatment plant expansion should be designed in a manner that will ensure future access to the quarry property on the west after its reclamation occurs.~~

- ~~Any land not needed for the Fairfax Water Facility should be used for park purposes, including interim uses~~, ~~such as athletic fields.~~

- ~~The half acre prison cemetery, which was established at the turn of the 20th century, located west of the former Occoquan Workhouse and north of the Vulcan Quarry, should be preserved.~~

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area III, Pohick Planning District, Amended through 4-9-2013, Overview, pages 15-16:

. . .

"7. Renovate and expand the ~~FCWA~~ Fairfax Water Popes Head Road Pumping Station in Sector P1.

8. Renovate and expand the ~~FCWA~~ Fairfax Water Pohick Pumping Station in Sector P6.

9. The Vulcan Quarry should be considered for reconfiguration and conversion in phases for use as a water supply storage facility in order to meet the long term water supply needs of Fairfax County and the region. The Fairfax Water Facility is planned to expand to include the reconfigured quarry when the conversion has been implemented. Other uses, such as a landfill, are not planned for the quarry.

FIGURE 6
POHICK PLANNING DISTRICT
EXISTING PUBLIC FACILITIES

	Schools	**Libraries**	**Public Safety**	**Human Services**	**Public Utilities**	**Other Public Facilities**
P1	Centreville High			Mott Community Center	Popes Head Sewage Pumping Station, ~~FCWA~~ Fairfax Water Popes Head Road Pumping Station	
P2	Burke Spec. Ed. Center, Bonnie Brae, Laurel Ridge, Rolling Valley, Hunt Valley, Oak View, Saratoga, White Oaks Elem., Robinson and Lake Braddock Sec., W. Springfield High, 3 Elem. Sites	Kings Park Community	Braddock District Supervisor's Office, Burke Fire Station Co. 14, West Springfield Police Station, Fire Station Co. 27 and Government Center	David R. Pinn Community Center, Cluster Residences for Mentally Retarded Adults, *No. Va. Training Center (State)	Va. Power Burke, Keene Mill and Sideburn Substations, 4 Storm Drainage Impoundments (P.L. 566)	*State Police Park-and-Ride
P3	Clifton Elem., Liberty Middle					
P4			Clifton Fire Station Co. 16			
P5	Silverbrook, Halley Elem.		Fairview Fire Station Co. 32 Crosspointe Station Co. 41		Va. Power Ox and Occoquan Substations	
P6	Fairview, Cherry Run, Sangster, Orange Hunt, Terra Centre Elem.	Pohick Regional, Burke Centre Community Library site	Pohick Fire Station Co. 35		1 Stormwater Impoundment, Public Works Line Maintenance Division Shop, ~~FCWA~~ Fairfax Water Pohick Road Pumping	Park-and-Ride

		Station
P7	Newington Forest Elem.	Storm Drainage Impoundment, Pohick Road Sewage Pumping Station"

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area III, Pohick Planning District, Amended through 4-9-2013, Overview, pages 62-63:

"7. The area ~~immediately~~generally to the north of ~~the existing quarry operation~~Peniwill Drive is planned for residential use at .1-.2 dwelling unit per acre as shown on the Comprehensive Plan Map. ~~As an option, Parcels 106-3((1))4B, 106-4((1))1B and 20B pt. (not including property adjacent to the north side of Peniwill Drive) may be appropriate for an expansion of the existing quarry to the south, located in Community Planning Sector LP1 in Area IV.~~ The quarry pit limits to the west and north near Peniwill Drive should not be extended further west or north than currently exists. Industrial uses other than the ~~expansion of the~~ quarry or conversion of the quarry to a water storage facility are not planned in this area nor should they be permitted. As this area is adjacent to lands planned for very low density residential use, the quarry ~~expansion~~ area in this planning sector should be limited in size and well buffered from adjacent parcels. In addition, the environmental impacts of ~~the expansion~~ quarry activities ~~outside of this planning sector~~ should be mitigated ~~and safe and adequate road access provided~~. The ~~expansion of the~~ quarry operations in this location ~~is only~~ are only appropriate if the following conditions are met:

- ~~The current operating conditions remain in effect~~ The current operating conditions remain in effect such that;

- Oversight and appropriate commitments are provided to protect nearby residential areas from quarry related adverse noise and vibration impacts, as well as measures to ensure traffic management of trucks traveling to and from the quarry to access I-95 via Route 123, rather than Lorton Road;

- The ~~expansion of the~~ quarry ~~pit and operations~~ area in this community planning sector should be limited in size and location to insure that the impact of this use on surrounding uses is mitigated. This will provide for a supply of stone resources sufficient to meet demand for many years while assuring the quarry ~~expansion~~ will be finite in this location and will protect the residential character of the areas to the north, east and west from further expansion of nonresidential uses;

- The ~~proposed~~ pit ~~expansion~~ area should be limited to approximately ~~30~~ 32 acres ~~in the southern portion~~ of Parcel 106-3((1))4B and should be contiguous with the existing pit located in Area IV; ~~storage and equipment areas, settlement ponds, and access ways~~ any other areas of disturbance within the P5 Dominion Community Planning Sector should be located on approximately 30 to 40 acres~~; and a buffer area should consist of approximately 45 to 55 acres~~. ~~This~~A vegetative buffer should be provided

around the periphery of the site and should include Environmental Quality Corridors (EQCs) and the maximum amount feasible of mature hardwood forests. In addition to including EQC and forest areas, this vegetative buffer ~~should be 100 to 200 feet in width~~ may also include berms to protect all existing or planned residential development from noise and visual impacts of the quarrying operations. Supplemental plantings should be provided in the buffer where no mature trees exist;

- The direct and the indirect environmental impacts of any proposed quarry ~~expansion~~reconfiguration and conversion to a water supply storage facility should be appropriately mitigated. The scope of the quarry ~~expansion~~reconfiguration and conversion should be designed to balance efficient stone removal with preservation of significant environmental resources such as EQCs and adjacent upland hardwood tree cover. In addition to the buffer area described above, other critical EQC areas and significant areas of upland hardwood forest cover adjacent to the EQCs should be preserved to the maximum extent feasible. The applicant should comply with all requirements of the Chesapeake Bay Preservation Act;

- The quarry ~~expansion~~operations should ~~be carefully planned to~~ provide siltation basins that will contain sediment on-site and prevent off-site discharges that could adversely impact water quality. ~~The pit drainage system~~Any proposal to modify the ~~should be carefully designed to maintain~~ pre-quarry drainage patterns as a result of quarry operations or diversion of drainage around the quarry should be pursued in a manner that will ensure that bodies of water receiving new and/or increased discharges of water will be protected from any associated adverse impacts. ~~to the extent feasible.~~ Tree cover on the site should be maintained as long as possible. ~~Erosion and sediment controls should be in place prior to any clearing of expansion areas;~~

- ~~The quarry operator should provide necessary improvements at the site entrance to Ox Road and along Ox Road near the intersection as may be required by Virginia Department of Transportation (VDOT);~~

- The ~~proposed expansion of the~~ quarry should only use the existing access road through the Fairfax Water ~~Authority~~ property. ~~A second access for emergency vehicles only should be provided to Ox Road.~~ No use of any additional access points is recommended along Ox Road for daily quarry operations; and

- Alternative public street access to Route 123 (Ox Road) should be provided to the residential land west of Elk Horn Run and should be well-buffered from all quarrying operations.

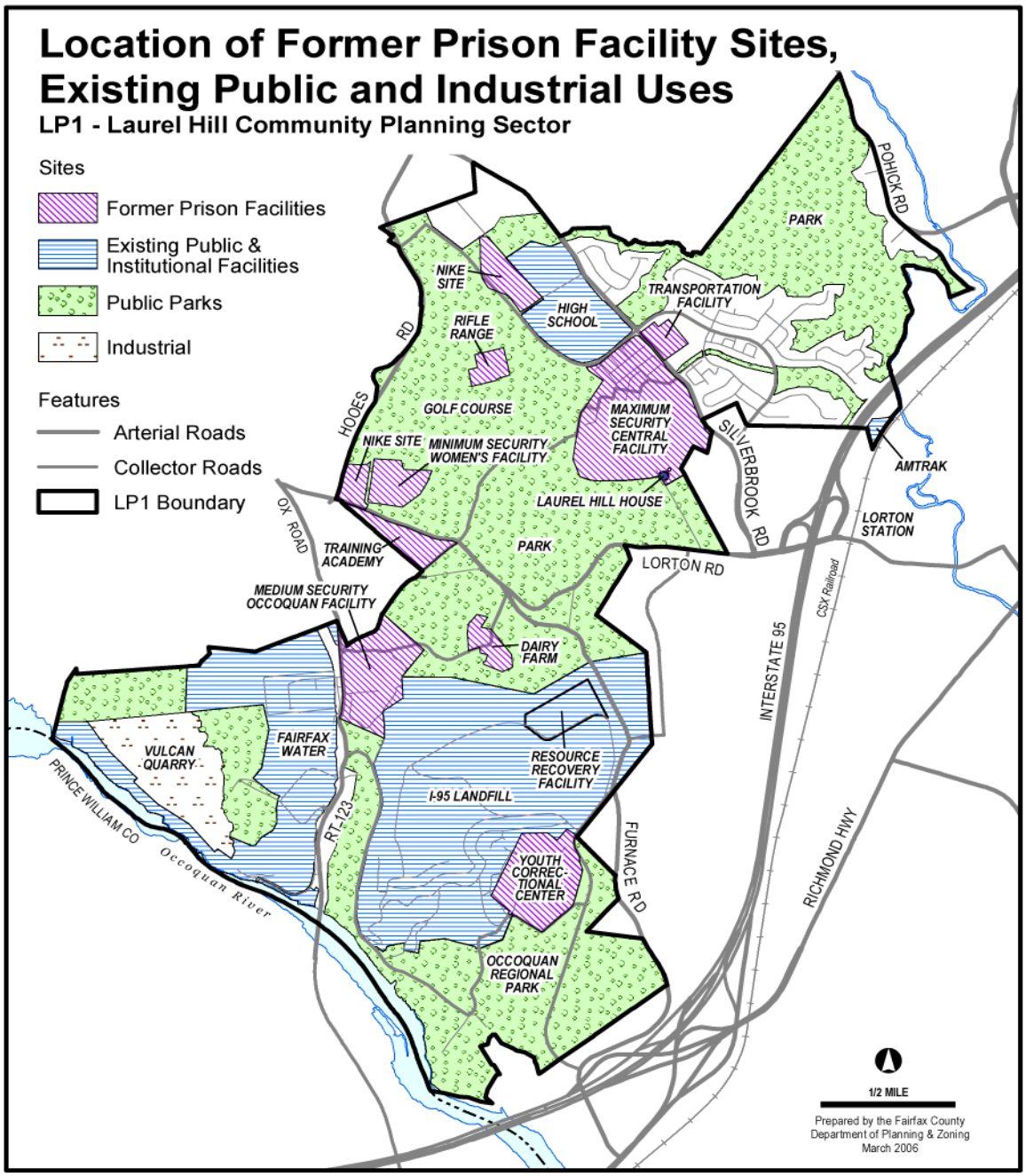
In order to meet the long term water supply storage needs of Fairfax County and the region, a water supply storage facility may be considered for establishment on lands currently owned by the Vulcan Quarry. Other uses, such as a landfill, are not planned for the quarry. The first phase of the water supply storage facility conversion would include Tax Map Parcels 106-3 ((1)) 4B, which is located in the northern portion of Vulcan Quarry. During this phase, mining operations in this northern area would cease and this portion of the reconfigured quarry would be used for water supply storage beginning ~~around~~no later than 2035 (shown on Figure 21). Guidance for the evaluation of any proposal affecting the Vulcan

Quarry property for any new long-term water supply storage areas is provided within the recommendations for Land Unit 5 of the Laurel Hill Community Planning Sector in the Area IV Plan."

MODIFY FIGURES: Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, page 24, 29, 37 and 53:

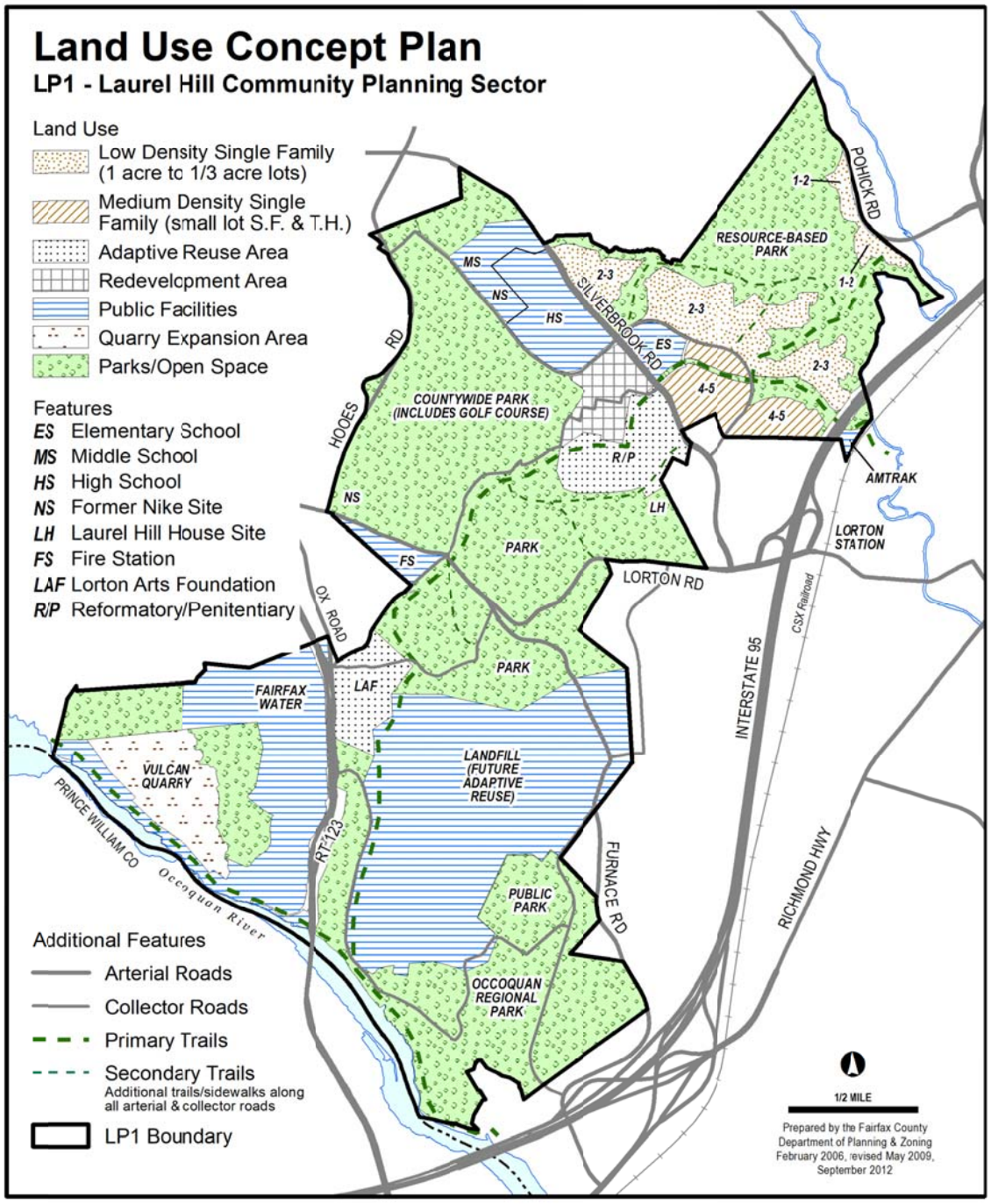
Modify Figure 9, Location of Former Prison Facility Sites-Existing Public and Industrial Uses to show that all parcels owned by Vulcan Quarry are shown as industrial uses.

FIGURE 9



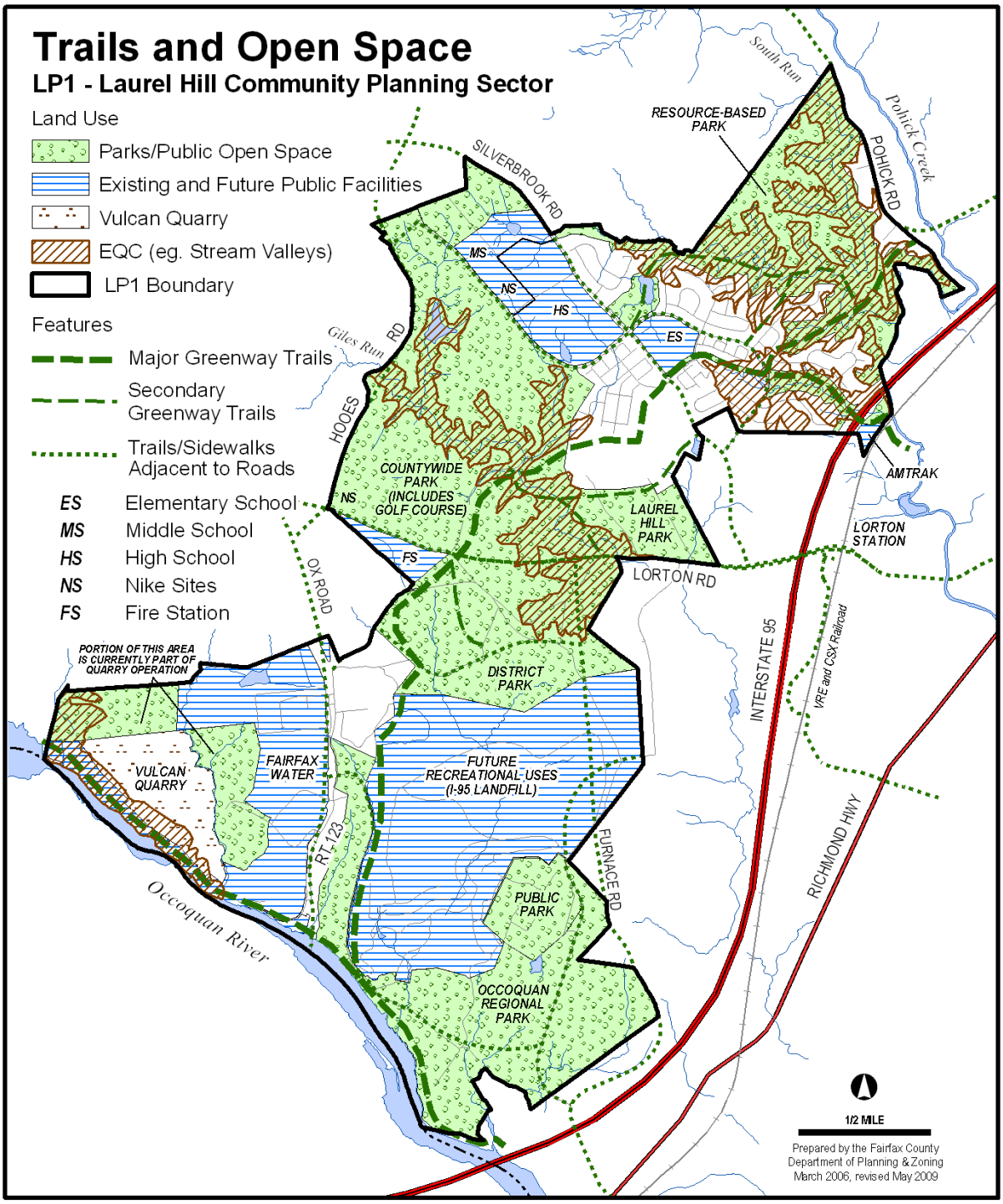
Modify Figure 11, Land Use Concept Plan to show that all parcels owned by Vulcan Quarry are shown as public facilities uses.

FIGURE 11



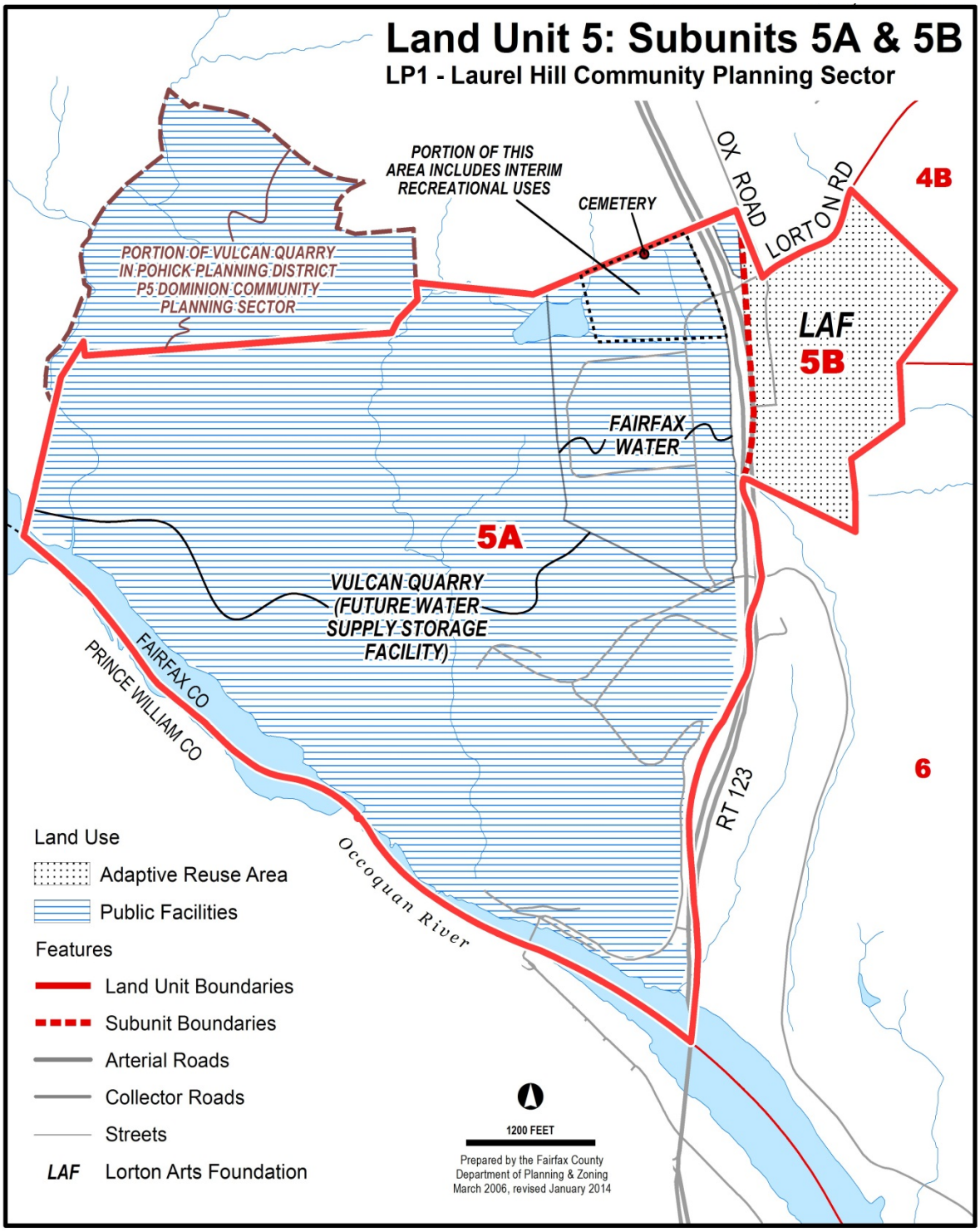
Modify Figure 14, Trails and Open Space so that all parcels owned by Vulcan Quarry are shown as public facilities uses.

FIGURE 14



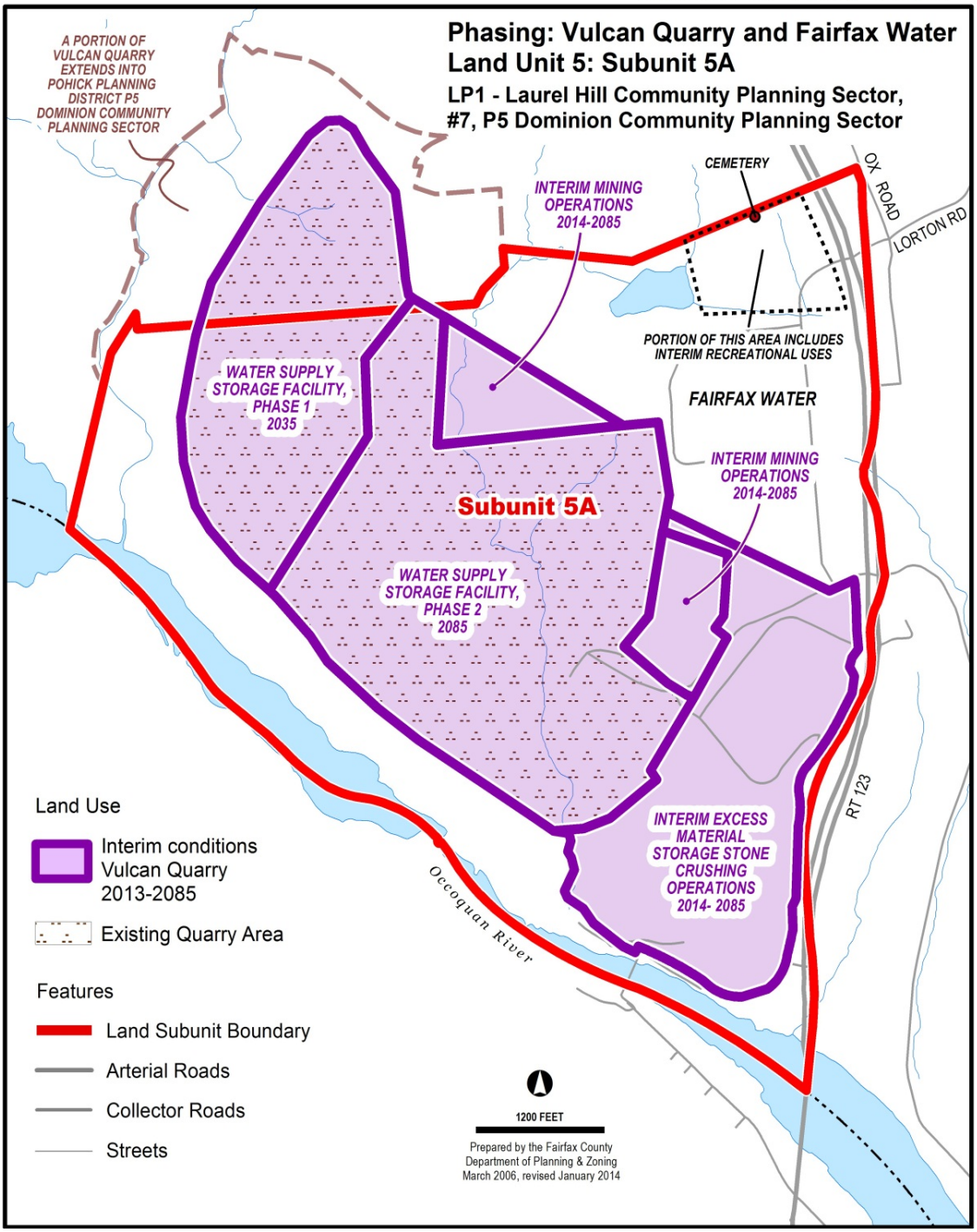
Modify Figure 20, Land Unit 5: Subunits 5A & B, so that all parcels owned by Vulcan Quarry are shown as public facilities uses.

FIGURE 20



ADD FIGURE: New Figure 21, Interim Land Use Concept Plan 2035-2085 – Land Unit 5: Subunit 5A. Subsequent figures will be renumbered.

FIGURE 21



PLAN MAP: The Comprehensive Plan map will be modified to show the entirety of the subject area as planned for public facilities uses.

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Board Agenda Item
June 3, 2014

3:30 p.m.

Board Decision on SE 2013-MV-015 (Albert Gagliardi) to Permit Uses in a Floodplain, Located on Approximately 22,412 Square Feet of Land Zoned R-E (Mount Vernon District)

This property is located at 10820 Anita Drive, Lorton, 22079. Tax Map 117-2 ((2)) 59.

This public hearing was held on April 8, 2014, and decision only was deferred to April 29, 2014. On April 29, 2014 decision only was deferred to June 3, 2014 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, March 6, 2014, the Planning Commission voted 11-0 (Commissioner Hurley was absent from the meeting) to recommend that the Board of Supervisors approve SE 2013-MV-15, subject to the Development Conditions dated February 27, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4439327.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Nick Rogers, Planner, DPZ

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Planning Commission Attachment 1
Verbatim Excerpt
March 6, 2014

SE 2013-MV-015 – ALBERT GAGLIARDI

After Close of the Public Hearing

Chairman Murphy: The public hearing is now closed; recognize Mr. Flanagan, please.

Commissioner Flanagan: Mr. Chairman, I had a communication just late today about the suggestion on how to monitor catastrophic events and I indicated that -- I thought that this could be best handled by the staff between the Commission hearing and the Board of Supervisors, and so I'm going to go ahead and act on this tonight in that way and that manner. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2013-MV-015, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED FEBRUARY 27, 2014.

Commissioners Litzenberger and Sargeant: Second.

Chairman Murphy: Seconded by Mr. Litzenberger and Mr. Sargeant. Is there a discussion of the motion?

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: I don't have a problem with the motion other than I would hope staff would still review the question about the two parcels with the County Attorney's Office before it goes to the Board. Thank you.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

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

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Board Agenda Item
June 3, 2014

3:30 p.m.

Public Hearing on PCA 2004-LE-042 (VTLC, LLC – Nguyen H. T. Vuong) to Amend the Proffers for RZ 2004-LE-042 to Permit a Child Care Center with an Overall Floor Area Ratio of 0.25 with Associated Modifications to Proffers and Site Design, Located on Approximately 1.09 Acres of Land Zoned C-5 and HC (Lee District)

and

Public Hearing on SE 2013-LE-008 (VTLC, LLC – Nguyen H.T. Vuong) to Permit Child Care Center with a Total Enrollment of 184 Children, Located on Approximately 1.09 Acres of Land Zoned C-5 and HC (Lee District)

This property is located on the North East side of Grovedale Drive, approximately 225 feet South of Franconia Road. Tax Map 81-3 ((5)) 13. (Concurrent with SE 2013-LE-008)

This property is located at 6309 Grovedale Drive, Alexandria, 22310. Tax Map 81-3 ((5)) 13. (Concurrent with PCA 2004-LE-042)

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, April 16, 2014, the Planning Commission voted 10-0 (Commissioners Hall and Hedetniemi were absent from the meeting) to make the following recommendations to the Board of Supervisors:

- Approval of PCA 2004-LE-042, subject to the proffers dated March 25, 2014; and

- Approval of SE 2013-LE-008, subject to the development conditions dated April 16, 2014.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4445958.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Bob Katai, Planner, DPZ

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PCA 2004-LE-042 AND SE 2013-LE-008 – VTLC, LLC

After Close of the Public Hearing

Chairman Murphy: The public hearing is closed; recognize Mr. Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. This is a fairly simple and straightforward case in the Lee District. It's to allow a child care center on Grovedale Drive. It has the Lee District Land Use Committee's support, professional planning staff's support, and my support; therefore, I have two quick motions to make tonight. First, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PCA 2004-LE-042, SUBJECT TO THE PROFFERS DATED MARCH 25TH, 2014.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 2004-LE-042, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: And secondly, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2013-LE-008, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED APRIL 16TH, 2014.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2013-LE-008, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried by a vote of 10-0. Commissioners Hall and Hedetniemi were absent from the meeting.)

JN

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Board Agenda Item
June 3, 2014

3:30 p.m.

Public Hearing on SE 2013-HM-024 (University of North America, Inc.) to Permit a University, Located on Approximately 3.87 Acres of Land Zoned I-4 (Hunter Mill District)

This property is located at 8618 Westwood Center Drive, Vienna, 22182. Tax Map 29-3 ((20)) 9A pt.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, May 14, 2014, the Planning Commission voted 11-0 (Commissioner Hurley was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approve SE 2013-HM-024, subject to the proposed development conditions consistent with those dated May 14, 2014;

- Modification of the transitional screening and barrier requirement on the northern and western property line, pursuant to Section 13-505 of the Zoning Ordinance, in favor of maintaining the existing condition; and

- Modification of the interior and peripheral parking lot landscaping requirements, in accordance with Sections 13-202 and 13-203 of the Zoning Ordinance, in favor of the existing conditions.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4449240.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Suzanne Lin, Planner, DPZ

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Attachment 1

Planning Commission Meeting
May 14, 2014
Verbatim Excerpt

SE 2013-HM-024 – UNIVERSITY OF NORTH AMERICA, INC.

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed; recognize Mr. de la Fe.

Commissioner de la Fe: Thank you, Mr. Chairman. I can't help but say – here we have a Tysons case in which we're waiving everything. But mainly, it's because all we're doing is to permit a use in an existing facility so it does not – you know, require rezoning or anything like that. And you received revised conditions, which are primarily designed to help with access easements and to facilitate the trail system in the area because of the increased use of the facility – facilities in the building. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2013-HM-024, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED MAY 14TH, 2014.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2013-HM-024, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A MODIFICATION OF THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENT ON THE NORTHERN AND WESTERN PROPERTY LINE, PURSUANT TO SECTION 13-505 OF THE ZONING ORDINANCE, IN FAVOR OF MAINTAINING THE EXISTING CONDITION.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: And lastly, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A MODIFICATION OF THE INTERIOR AND PERIPHERAL PARKING LOT LANDSCAPING REQUIREMENTS, IN ACCORDANCE WITH SECTIONS 13-202 AND 13-203 OF THE ZONING ORDINANCE, IN FAVOR OF THE EXISTING CONDITIONS.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Thank you very much to everyone.

Chairman Murphy: Thank you.

Commissioner de la Fe: This was an easy case which actually was an easy case. Thank you very much.

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

JLC

Board Agenda Item
June 3, 2014

3:30 p.m.

Public Hearing on RZ 2012-MV-008 (The Alexander Company, Inc.) to Rezone from R-C to PDC (16.35 Acres) and PDH-8 (62.54 Acres) to Permit Mixed Use Development with an Overall Floor Area Ratio of 0.17 on PDC Portion and 5.9 du/ac on PDH-8 Portion and Approval of the Conceptual Development Plans and a Waiver #1183-WPFM-010-1 to Permit the Location of Underground Storm Water Management Facilities in a Residential Area, Located on Approximately 78.89 Acres of Land, and Board Consideration of the Applicant's Water Quality Impact Assessment Request #1183-WQ-010-1 and a Resource Protection Area Encroachment Exception Request #1183-WRPA-007-1 to Permit the Encroachment within a Resource Protection Area (RPA) for the Purpose of Storm Water Management and Road Improvements and White Spruce Way Public Right-of-Way to be Vacated and/or Abandoned (Mount Vernon District)

This property is located on the West side of Silverbrook Road, South of its intersection with White Spruce Way. Tax Map 107-1 ((1)) 9.

This public hearing was deferred from the Board's April 29, 2014 meeting until June 3, 2014 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, March 6, 2014, the Planning Commission voted 11-0 (Commissioner Hurley was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2012-MV-008 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those contained in Appendix 1 of the staff report dated February 19, 2014;

- Waiver #1183-WPFM-010-1 of Section 6-0303.8 of the Public Facilities Manual (PFM) to allow for an underground stormwater vault on a residential property subject to the conditions dated November 20, 2012 and contained in Attachment A of Appendix 19 of the staff report;

- Resource Protection Area Encroachment Exception #1183-WRPA-007-1 and Water Quality Impact Assessment #1183-WQ-010-1 subject to the conditions dated September 24, 2013 and contained in Appendix 20 of the staff report;

- Modification of Section 13-303 for the transitional screening requirement and modification/waiver of Section 13-304 of the Zoning Ordinance for the barrier requirement between the uses on-site and adjacent single family detached and attached units to permit the transitional screening and barriers as shown on the CDP/FDP;

- Waiver of Section 6-107 of the Zoning Ordinance requiring the 200 square foot privacy yard for single family attached units;

- Modification of PFM 12-0510.4E (5) to permit trees to be located within four feet of a restrictive barrier;

- Modification of the peripheral parking lot landscaping of Section 13-203 of the Zoning Ordinance to permit the landscaping depicted on the CDP/FDP;

- Modification of Section 6-206 of the Zoning Ordinance to permit the gross floor area of residential uses in a PDC District to exceed 50 percent of the gross floor area of all principal uses in the development to permit up to 50,000 square feet as residential uses and waiver to allow the gross floor area of secondary uses to exceed 25% of the gross floor area of all principal uses in the development; and

- Waiver of Section 11-302 of the Zoning Ordinance to permit private streets in excess of 600 feet in length.

In a related action, the Planning Commission voted 11-0 (Commissioner Hurley was absent from the meeting) to approve FDP 2012-MV-008, subject to the proposed Final Development Plan conditions dated February 19, 2014, contained in Appendix 2 of the staff report, and the Board of Supervisors' approval of RZ 2012-MV-008, and the associated Conceptual Development Plan.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4441727.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William Mayland, Planner, DPZ

Planning Commission
Verbatim Excerpt
March 6, 2014

RZ/FDP 2012-MV-008 – THE ALEXANDER COMPANY, INC.

After Close of the Public Hearing

Chairman Murphy: The public hearing is closed; recognize Mr. Flanagan.

Commissioner Flanagan: Thank you, Mr. Chairman. Mr. Chairman, I'm pleased to MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE APPROVAL OF RZ 2012-MV-008 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE CONTAINED IN APPENDIX 1 OF THE STAFF REPORT AND THE APPROVAL OF THE MODIFICATIONS AND WAIVERS, AS PROVIDED IN MY HANDOUT, DATED MARCH 6TH, 2014, which each of you received a copy tonight.

Commissioner Sargeant: Second.

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

Commissioner Sargeant: Mr. Chairman, I would just like, in that second, to provide a couple of comments if you wouldn't mind. As mentioned, I've had the privilege of being involved in the land use planning process for the Laurel Hill area since the mid-1990s -- yes, my kids have truly grown up during this process -- first, as one of the co-Chairs for the planning process for the entire D.C. Department of Corrections site, next as Chair of the County task force that developed the reuse recommendations for the former prison buildings, and most recently as Chair of the Board-appointed Project Advisory Committee, all reviewing and relating to the land aspects of the application we are reviewing tonight. I'm pleased to second Commissioner Flanagan's motion to recommend approval of this application, and I'd like to acknowledge some of the staff members and others who have made it possible to achieve this milestone. At the top of the list are Chris Caperton and Leanna O'Donnell. Their professionalism and their diligence in both planning and communication, especially to the surrounding communities, have contributed to the completion of this application process, as well as the next phase of actually achieving the adaptive reuse of these historic structures. Over the course of the many, many years we've all been involved, they have attended so many community meetings that they are considered honorary citizens of the Mount Vernon District. Also -- that's a good thing -- also noted for considerable contributions to the process is Linda Haskins. She has been our guidepost regarding historic preservation throughout this process. I'd also like to acknowledge Dave Voss with the Alexander Company, Jim Perry with Elm Street Developers, and the rest of the team. They are key players in this development process who demonstrate saintly patience during the historic review process for adaptive reuse design and the application for historic tax credits. Also demonstrated is creativity. Not too many developers have to incorporate guard towers and penitentiary cells in their design. They're quite clever and creative with this, and you'll see the finished product in that fashion. Greg Reigle and Scott Adams with McGuire Woods, very much appreciated for their navigation through the review process with multiple stakeholders, bringing it to this point. Let me also say thank you to the numerous South County citizens who have contributed so much of their time and input regarding

this application. That includes our very own Larry Clarke, who is here tonight; and very much thanks to Andy as well for being here tonight. Appreciate the comments and the input that you have all provided. So it's with that acknowledgement and appreciation for the team that got us to this point this evening, that I very happily second Commissioner Flanagan's motion. Thank you.

Chairman Murphy: Thank you. Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2012-MV-008, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Flanagan.

Commissioner Flanagan: Yes, I have two more motions, and I would like to, before making the motion, say how I appreciate the work that Commissioner Sargeant did on the task force that developed the improvements and also to Chris Caperton who has practically lived in Mount Vernon District, I think, for the last three or four years. It's been truly remarkable, the work that the staff has done on this occasion. Mr. - Commissioner Sargeant's task force is one of the few task forces that I managed to escape being a member of and so it was wonderful just to sit on the side and watch them develop this magnificent reuse plan. Mr. Chairman I MOVE APPROVAL OF FDP 2012-MV-008, SUBJECT TO THE PROPOSED FINAL DEVELOPMENT PLAN CONDITIONS DATED FEBRUARY 19, 2014, CONTAINED IN APPENDIX 2 OF THE STAFF REPORT, AND THE BOARD OF SUPERVISORS' APPROVAL OF RZ 2012-MV-008, AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion? All those in favor of the motion to approve FDP 2012-MV-008, subject to the Board's approval of the rezoning and Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Flanagan.

Commissioner Flanagan: Yes, Mr. Chairman, following on the conversation that I had with staff after their opening presentation, the development plan we just approved depicts a roundabout in the southwestern portion of the site for possible future extension of Giles Run Road to Laurel Crest Drive. There is an existing right-of-way dedicated to connect Giles Run Road from Lorton Road to Laurel Crest Drive. This connection north of the roundabout is not needed for the development and is not proposed to be constructed by the applicant. The connection of Lorton Road and Laurel Crest Drive is not desired by the community but is still shown on the Comprehensive Plan. Supervisor Hyland has indicated that he is considering the removal of the proposed connection from the Comprehensive Plan. It is therefore my recommendation that the applicant construct the roundabout with a stub connection to the potential -- without a stub connection to the potential extension of Giles Run Road. It is -- if it is determined the road

extension is necessary, the connection could still happen. If it determined the road connection is not necessary, it avoids constructing a stub connection to nowhere at this time. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION GO ON THE RECORD THAT THE PLANNING COMMISSION ENCOURAGE THE APPLICANT, THE FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION, AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO WORK TOGETHER AS PART OF THE SITE PLAN PROCESS TO APPROVE A DESIGN OF THE ROUNDABOUT FOR GILES RUN ROAD THAT WOULD NOT REQUIRE THE ROAD TO BE STUBBED TO THE NORTH FOR A FUTURE CONNECTION.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion which, you'll forgive me if I don't repeat? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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

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Board Agenda Item
June 3, 2014

3:30 p.m.

Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement between the Board of Supervisors and The Alexander Company, Inc. for the Development of the Property under the Provisions of the Public-Private Education and Infrastructure Act of 2002, as Amended, known as the Laurel Hill Adaptive Reuse Area (Mount Vernon District)

ISSUE:
Board approval of the disposition of County-owned property as required by Va. Code Ann § 15.2-1800 (2012) in connection with the development of the former Lorton Reformatory and Penitentiary, also known as the Laurel Hill Adaptive Reuse Area Lorton, Virginia, Tax Map ID 107-1-((01))-0009 ("Laurel Hill Adaptive Reuse Area") and consideration of a Comprehensive Agreement (the "Comprehensive Agreement") between the County and The Alexander Company, Inc. ("Alexander") for the purpose of development of the Laurel Hill Adaptive Reuse Area in accordance with the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended ("PPEA").

RECOMMENDATION:
The County Executive recommends the Board conduct a public hearing to consider the Comprehensive Agreement and the disposition of the Laurel Hill Adaptive Reuse Area in accordance therewith.

TIMING:
On May 13, 2014, the Board authorized advertisement of the public hearing on this issue. Pursuant to Va. Code Ann. § 56.2-1800, a public hearing is required for the disposition of public property. In addition, pursuant to the PPEA the Board is required to hold a public hearing on a comprehensive agreement at least thirty days prior to entering into such an agreement. Accordingly, holding the public hearing on June 3, 2014, would permit the Board to make a decision on this issue at its meeting on July 29, 2014. A public hearing for the Rezoning application for the Laurel Hill Adaptive Reuse Area, RZ/FDP 2012-MV-008, is also scheduled for June 3, 2014 at 3:30 p.m.

BACKGROUND:
On July 11, 2002, the County acquired approximately 2,323 acres of land located in Fairfax County, Virginia from the United States of America, acting by and through the Administrator of General Services. The property was a portion of the property formerly known as the Lorton Correctional Complex. The County property is now referred to as Laurel Hill. The development of Laurel Hill is governed by, *inter alia*, covenants requiring

the County to adaptively reuse certain prison structures as part of any County development of the Laurel Hill Adaptive Reuse Area.

The former prison property has a long community planning history, beginning with the Board's establishment of citizen advisory committees in 1995 and 1999 to provide recommendations for the reuse of the area, prior to the closing of the prison. A similar committee was established by the Board in 2002, and their recommendations were accepted by the Board in 2004. The Board then appointed a Project Advisory Committee ("PAC") in 2005 to provide continued community oversight, monitor the planning of the Laurel Hill Adaptive Reuse Area, and to report to the Board its findings and recommendations. In 2007, the County recognized the need to partner with an expert in historic preservation and adaptive reuse to develop a plan for this unique site. Pursuant to a solicitation under the provisions of the PPEA, the Department of Purchasing and Supply Management ("DPSM") sought qualified developers to prepare a master plan ("Master Plan") for the Laurel Hill Adaptive Reuse Area and ultimately to develop the site. Alexander, a Madison Wisconsin developer with extensive experience in historic preservation and adaptive reuse, was selected by DPSM as the preferred developer. In accordance with an initial contract under the PPEA, Alexander assisted with the development of the Master Plan. Alexander and County staff, under the guidance of the PAC, worked with the community and other stakeholders for over two years to develop a plan for the site. The Laurel Hill Adaptive Reuse Area Master Plan, with PAC and community stakeholder endorsement, was adopted by the Board on May 11, 2010.

The Board entered into an Interim Agreement with Alexander on November 4, 2011, in accordance with the PPEA ("Interim Agreement"). Under the Interim Agreement Alexander, in collaboration with the County and a residential housing developer, Elm Street Communities, Inc. ("Elm Street") has pursued engineering, architectural and zoning activities in order to obtain land use entitlements for the Laurel Hill Adaptive Reuse Area. In addition, as contemplated by the Interim Agreement, Alexander and Elm Street have undertaken financial analysis and feasibility studies to determine how the site can be developed consistent with the Master Plan. Finally, as specifically contemplated by the Interim Agreement, staff for the County and Alexander have negotiated a proposed Comprehensive Agreement for the development of the Laurel Hill Adaptive Reuse Area.

In 2012, the Board approved a Comprehensive Plan amendment that reflected the recommendations of the Master Plan.

<u>Summary of the Comprehensive Agreement</u>:

The Comprehensive Agreement will include: (i) the Master Development Agreement, which will govern the development and construction of the Laurel Hill Adaptive Reuse Area including construction of new townhome and single-family detached homes as well as construction of new retail facilities ("New Construction"); (ii) a form of Ground Lease for the

Laurel Hill Adaptive Reuse Area, between an affiliate owned and managed by Alexander, as tenant, and the County, as landlord; (iii) a form of deed conveying to Elm Street (or its affiliate) the property on which the New Construction will be located (the portion of Adaptive Reuse Area on which the New Construction is anticipated is referred to herein as the "New Construction Area"); and (iv) a construction easement for the New Construction to permit Elm Street to begin construction of the infrastructure improvements prior to the conveyance of the property by deed.

Each of the agreements that comprise the Comprehensive Agreement addresses various legal components of the development, ownership and use of Laurel Hill, and is summarized herein:

The Master Development Agreement:

The Master Development Agreement will govern the phasing, development and construction of the Laurel Hill Adaptive Reuse Area including the New Construction and describes the responsibilities of Alexander, Elm Street and the County. The developer of the property will be a combination of a special purpose entity owned and controlled by Alexander ("Alexander Developer") and a special purpose entity owned and controlled by Elm Street ("Elm Street Developer"). Alexander Developer and Elm Street Developer are collectively referred to as the "Developer." The development and construction of the Laurel Hill Adaptive Reuse Area including the Laurel Hill New Construction is collectively referred to as the "Project." Generally, Elm Street Developer will be responsible for the development and construction of the infrastructure improvements on the entire Project and for the development and construction of all of the New Construction, and Alexander Developer will be responsible for the development and construction of the adaptive reuse buildings in Laurel Hill Adaptive Reuse Area and all aspects related to the adaptive reuse nature of the Project. The important provisions of the Master Development Agreement are summarized as follows:

- Phasing.

The development of the Project is broken into two phases. The first phase of the Project ("Phase I") consists of (i) construction of the infrastructure improvements necessary for the rehabilitation and refurbishment of the reformatory buildings, Chapel and Power Plant, (ii) construction of certain infrastructure improvements in the New Construction Area, (iii) rehabilitation and refurbishment of the reformatory buildings into multi-family residential buildings for both market rate and affordable dwelling units in the Laurel Hill Adaptive Reuse Area, (iv) rehabilitation and refurbishment of the Chapel to a "warm-lit" shell for an interim use such as storage facilities during construction of the Project , (v) rehabilitation and refurbishment of the Power Plant to a

"warm-lit" shell for an interim use such as storage facilities during construction of the Project, and (vi) development and construction of approximately 107 for-sale market rate residential units in the New Construction Area. Phase I is scheduled to commence in October 2014, but may be delayed for up to an additional one year. The adaptive reuse in the Laurel Hill Adaptive Reuse Area in Phase I is scheduled to be completed by the spring of 2016. The infrastructure improvements for the Laurel Hill New Construction Area in Phase I are scheduled to be completed in the spring of 2016. The completion of the for-sale market rate residential units will be determined generally as market conditions dictate, with an outside scheduled delivery date on the last of such units to be in October 2020.

The second phase of the Project ("Phase II") consists of (i) construction of the infrastructure improvements necessary for the rehabilitation and refurbishment of the penitentiary buildings and dining hall in the Laurel Hill Adaptive Reuse Area, (ii) construction of certain infrastructure improvements in the New Construction Area, (iii) rehabilitation and refurbishment of the penitentiary buildings in the Laurel Hill Adaptive Reuse Area to a "warm-lit" shell for an interim use such as storage facilities during construction of the Project, (iv) rehabilitation and refurbishment of the walls and towers in the Laurel Hill Adaptive Reuse Area, (v) rehabilitation and refurbishment of the guard quarters in the New Construction Area, (vi) development and construction of approximately 74 for-sale market rate residential units in the New Construction Area, and (vii) development and construction of for-rent commercial buildings in the New Construction Area. Phase II is scheduled to commence in October 2016. The portions of Phase II which involve adaptive reuse in the Laurel Hill Adaptive Reuse Area are scheduled to be completed by October, 2022. The completion of the for-sale market rate residential units will be determined generally as market conditions dictate, with an outside scheduled delivery date on the last of such units to be in October 2022. The for-rent commercial buildings completion date will be determined based on successful leasing of the space.

For any of the Laurel Hill Adaptive Reuse Area buildings to be rehabilitated to a "warm-lit" shell for interim use, upon the leasing (or sale, as identified in the "Ownership and Conveyance" section below) of such buildings for commercial uses, the buildings will be adapted from the "warm-lit" shell to the intended use for each building. As market conditions will govern the leasing of those buildings, their final conversion is not contemplated by the Project schedule. See "Ownership and Conveyance" below for more details.

- Requirements to Close on each Phase of the Project.

The Project schedule sets forth the Closing for each Phase I and Phase II (each, a "Phase"). Phase I is scheduled to Close in October, 2014. Phase II is scheduled to

Close in October, 2016. Closing may be delayed up to one year (excluding incidences of "force majeure") in the event that the requirements for Closing have not yet occurred.

The Closing on each Phase of the Project shall occur after Developer has obtained (i) all required land use and zoning approvals from the County, (ii) all required approvals from the Virginia Department of Historic Resource ("VDHR") and the National Park Service ("NPS") to obtain the historic tax credit awards for each Phase necessary for Developer's financing of the Project, (iii) approval from the Architectural Review Board for each Phase that is consistent with the approvals of VDHR and NPS to the extent necessary to obtain the historic tax credit awards, (iv) other equity or debt financing necessary to achieve substantial completion of each Phase of the Project, and (v) County approval of its portion of the financing of each Phase of the Project.

In the event that any approval from the ARB would result in either a material increase in costs to the Project or a change to the award of historic tax credits for either Phase of the Project, Developer may request additional financing from the County and the County and Developer will have to agree on modifications to the budget for the Project before Closing occurs.

Developer's financing plan may also include low-income housing tax credits ("LIHTCs"). In the event LIHTCs are included, the fiscal impact to the County will change as described in Fiscal Impact of Master Development Agreement below.

As part of Developer's financing, Developer shall obtain payment and performance bonds for the completion of each of the adaptive reuse buildings and structures being rehabilitated and refurbished in each Phase of the Project. Additionally, Developer shall be required to provide bonds for completion of the infrastructure improvements for each Phase prior to entering into a Closing on such Phase.

- Ownership and Conveyance.

Ownership of the Project is generally separated into 4 different types of ownership. The reformatory buildings will be conveyed to Alexander, or an affiliate of Alexander, by long term ground lease with the County remaining as the fee owner (as further described in Ground Lease section below). All of the for-sale market residential units will be conveyed to Elm Street, or an affiliate of Elm Street, by deed (as further described in Deed section below). The penitentiary buildings, Chapel and Power Plant and for-rent commercial buildings will all initially be conveyed by long-term ground lease with the County remaining as the fee owner, provided however, that in certain circumstances (described below), one or more of the foregoing buildings could be

conveyed by deed to Developer or an affiliate of Developer. Lastly, the guard quarters will be conveyed as a ground lease to Developer or an affiliate of Developer and upon completion of the infrastructure improvements and the adaptive reuse rehabilitation and reformation, Developer will have a right to have the property conveyed to it in fee. The final intended use of the guard quarters is as a condominium building with multiple residential units which will be for-sale at market rates. In order to ensure that the adaptive reuse of the guard quarters complies with the requirements of VDHR and NPS for historic tax credits, the County will hold a ground lease until completion.

With respect to all other buildings which are a part of the Laurel Hill Adaptive Reuse Area (other than the reformatory buildings), depending on market conditions, Developer may request, in order to make any such building more marketable, that the County convey such building to Developer in fee, to be further conveyed in fee to the end user of such building. Except with respect to the penitentiary buildings and the Power Plant, the County may or may not consent to such conveyance by deed, in its sole discretion.

For the penitentiary buildings and the Power Plant, Developer agrees in the Master Development Agreement to undertake certain minimum marketing obligations for those buildings in order to lease them at market rental terms for commercial uses. If Developer undertakes such marketing efforts and is unable to successfully find a tenant willing to lease the penitentiary buildings or the Power Plant within thirty (30) months (or in certain instances described in the Master Development Agreement, within forty-two (42) months), Developer may elect, at its own risk and expense, to undertake the design and permitting for such buildings as for-sale residential units. Upon completion of permitting of such buildings for residential units, the County shall convey such buildings by deed to Developer.

- Developer Covenants and Completion Guarantees.

The Master Development Agreement provides two additional mechanisms that were negotiated to make Developer accountable for completion of any Phase for which a Closing has occurred. First, the Master Development Agreement provides that, as a general matter, the Developer shall invest its money in the infrastructure improvements on the Property on a dollar-for-dollar basis with the County. The purpose of this provision is to prevent Developer from spending County funds first without having any “skin in the game.” In the event Developer is not investing its own funds at the times required in the Budget, the County has the right to withhold any funds the County is required to pay until such time as Developer has “caught up” to its dollar-for-dollar obligation.

Second, the County has required that each Alexander Developer and Elm Street Developer provide affiliated entities with sufficient resources to act as guarantors and enter into payment and performance guarantees for the work on any Phase for which a Closing has occurred. Each of their guarantors have to maintain certain financial covenants, which will be periodically reviewed by the County for compliance, to make sure that they have the financial resources to complete their respective portion of any Phase in the event that Alexander Developer or Elm Street Developer (as applicable) is unable or unwilling to complete.

- Defaults and Remedies.

If changes occur to the budget or other material factors change before a Closing of a Phase, the County and Developer can mutually agree to terminate the Master Development Agreement. If a termination occurs hereunder, the County shall pay to Developer up to $700,000 in expenses actually incurred in connection with obtaining the development approvals for the Project, as originally provided in the Interim Agreement.

If a default occurs by Developer before the Closing of a Phase and Developer does not cure such default within the applicable cure period, the County may terminate Developer's right to develop and construct such Phase (and any future Phases which have not yet closed), provided however, in the event a Closing has occurred on a previous Phase and the default does not relate to that previous Phase, the County may not terminate the Master Development Agreement with respect to the Phase for which such Closing has occurred. If the County terminates as provided in this paragraph, Developer shall be responsible to reimburse the County any amount of the County's share of costs actually expended by Developer prior to such termination.

After Closing, if Developer defaults on a Phase and the default is not cured within the applicable cure period, the County shall have the right to terminate the Master Development Agreement with respect to such Phase where the default occurred (and any future Phases where a Closing has not yet occurred) and Developer shall forfeit any amounts expended by Developer in connection with such Phase.

Notwithstanding the preceding paragraph, if a default occurs by either Alexander Developer <u>or</u> Elm Street Developer (but not both), and the non-defaulting party of Developer elects to continue with the Project, the County may not terminate the Master Development Agreement if the non-defaulting party of Developer cures the defaulting party's default and elects to and is capable of completing the portion of the Phase for which the defaulting party was responsible. In this event, the County may terminate the defaulting party, provided however, the non-defaulting party of Developer will be given up to an additional 12 months to find a new partner to replace

the defaulting party that is capable of completing such defaulting party's portion of the Phase of the Project. Additionally, any leasehold mortgagee under a ground lease will have certain cure rights (as those rights will be set forth in such ground lease).

In addition to termination of the Developer (or a defaulting party of Developer), the County may exercise any and all rights it has under the payment and performance bonds required to be obtained by Developer for the Project. The County has also required that Alexander Developer and Elm Street Developer each provide a parent or subsidiary (which has been approved by the County) to execute a payment and performance guaranty for the Project. Each of these foregoing remedies is cumulative and not exclusive.

- Fiscal Impact of Master Development Agreement.

The Board-approved Master Plan estimated the financial gap of the project to be between $9-$13 million. The County contribution stands at $12,765,000. The Developer has delivered a budget ("Budget") for the development and construction of the Project. The Budget contains two scenarios: (i) Developer obtains 4% LIHTCs for the Project ("4% Scenario"); and (ii) Developer obtains 9% LIHTCs for the Project ("9% Scenario"). The current expectation of the Developer is that financing will be pursued under the 4% Scenario, under which the County's fixed price contribution for the County's share of infrastructure of the Project will be $12,765,000. The County's costs are spread over four years in the following amounts: $5,000,000 in 2015; $3,050,000 in FY 2016; $2,900,000 in FY 2017; and $1,815,000 in FY 2018. Based on the specific infrastructure improvement a number of funding sources have been identified, including Transportation, Wastewater, Stormwater and the General Fund. The County's $12,765,000 total infrastructure contribution is allocated as follows: various Transportation funds ($5,715,000), General Fund ($4,475,000), Stormwater ($1,925,000), and Wastewater ($650,000). The County is recommending the initial $5,000,000 be included as part of the FY 2014 Carryover package as follows: General Fund ($2,600,000), Transportation funds ($1,300,000), Stormwater funds ($750,000), and Wastewater funds ($350,000). The Developer does not currently intend to pursue the 9% Scenario because of the uncertainly associated with such tax credits and the fact that commencement of construction of Project would be delayed by about one year until October 2015 because the Developer would not learn if it will be successful in obtaining tax credits until June 2015. If, however, the Developer is unable to close on its financing until next year and it applies for and receives the 9% LIHTC, the County's fixed price share of infrastructure improvements would be reduced to a total of $11,908,000. The County consultant, Alvarez and Marsal Real Estate Advisory Services ("Consultant") has thoroughly reviewed the entire budget for the project and the County's cost for infrastructure improvements and determined that expenses are reasonable and appropriate. The Consultant also determined that the Developer's market

assumptions, proposed expenses, and profits are also reasonable and appropriate. The County is currently responsible for ongoing maintenance and security at the site. Security is estimated at about $2.1 million over the next ten years. The County is also required, pursuant to the 2001 Memorandum of Agreement between the County, the U.S. General Services Administration and other stakeholders to maintain the historic site and buildings. That maintenance cost is estimated by Alexander to be about $8.6 million over a ten year period. Failure to reach an agreement with the developer will require immediate County actions for building stabilization, repair, and maintenance and allows the developer to make a claim against the County of $700,000, pursuant to the Interim Agreement. The total cost to the County of this claim, along with ongoing site maintenance and security responsibilities, is estimated to be a total of $11.4 million over a ten year period.

The adaptive reuse project is an opportunity to activate County-owned property and make it income-producing with uses that are endorsed by the Comprehensive Plan and the community.

Ground Lease:

For the reformatory buildings, penitentiary buildings, Power Plant and Chapel (and for the guard quarters until conditions have been met to deed the Property to Developer (see “Master Development Agreement” section above)), the County will enter into separate ground leases for the different buildings (each being a “Ground Lease”). The penitentiary buildings, Power Plant and Chapel are anticipated to be conveyed to an affiliate of Developer by one or more Ground Leases, although they may be transferred to Developer in fee by a Deed if it is determined by the County that so doing will enhance the ability to market and develop those properties (see “Master Development Agreement” section above). The tenant (“Tenant”) under each Ground Lease will likely be an entity comprised of an affiliate of Developer and a tax credit investor, although such entity has certain rights under the Ground Lease to assign its interest to an unaffiliated third party during the term.

The form of the Ground Lease for the reformatory buildings and all other buildings that are conveyed by ground lease to Tenant, will be for a term of ninety-nine (99) years. At the end of the term, the land and any improvements thereon will revert back to the County. The County will not charge rent for the Property, it being the intention of the County that the residential and retail improvements on the Property will be a benefit to the County as part of the Master Plan for the Property.

Tenant will be solely responsible for all operation, management, maintenance, repairs and replacements for the Property and all of the improvements thereon leased under a Ground Lease, including without limitation, the obligation to pay real property

taxes and any personal property taxes associated therewith. Additionally, Tenant will be responsible for maintaining all insurance on the Property and for any repair, replacement or restoration of any of the improvements on the Property in the event of a casualty. However, due to the historic nature of the buildings on the Property and the restrictive covenants on the Property regarding its historic nature, the ability to rebuild may be limited. If Tenant is unable to rebuild any improvements as a result of the restrictive covenants on the Property, the County, as landlord, may either elect to work with Tenant, at Tenant's cost (subject to insurance proceeds being available) to try and remove the restrictive covenants so that some or all of the improvements can be rebuilt or to have the improvements that were subject to the casualty demolished and removed from the Property and return the Property to "green space". In the latter event, to the extent that insurance proceeds remain after the demolition and removal of the irreparable improvements and payments of any outstanding debt to any mortgagee, all remaining insurance proceeds will be paid to the County in consideration for the loss of its interest in the demolished leasehold improvements.

In connection with the zoning of the Property and the proffers associated therewith, Tenant will be responsible for maintaining at least 44 affordable dwelling units in the reformatory buildings during the term of the Ground Lease and Tenant covenants to comply with the Zoning Ordinance of Fairfax County related to the affordable dwelling units during the term.

If Tenant fails to comply with any provision of the Ground Lease, the County will send notice to Tenant (and its mortgagee) to cure any breaches of the Lease. The Lease provides cure periods for Tenant to cure any breach of the Lease and thereafter provides its mortgagee (and any tax investor) an opportunity to step in and cure such breach by Tenant or replace Tenant, if necessary, under the Lease. If no party elects to cure such breach, the County may, but is not obligated to, cure such breach at Tenant's cost and expense or terminate the Lease and exercise any other remedies the County deems necessary which are available at law or in equity.

Deed:

For any portion of the Property that is being conveyed to Developer in fee (see the "Ownership and Conveyance" section above of the Master Development Agreement description), the Master Development Agreement contains as an exhibit a form of deed ("Deed"). The Deed from the County is without warranty of any kind. The Deed conveying the Property to be conveyed under the Master Development Agreement subjects the new owner (i.e. Developer) to comply with all existing restrictions on the Property, including without limitation all of the restrictions related to the historic nature of the Property.

Additionally, in order to ensure that the County is getting the benefit of what it bargained for in the Master Development Agreement, the Deed contains a "right of reversion", which in this instance, means that if Developer does not commence or complete the infrastructure improvements within certain time periods set forth in the Master Development Agreement, the portion of the Property that Developer received by Deed for which the infrastructure improvements were not completed will go back to the County as the fee owner. If Developer does complete the infrastructure improvements, the right of reversion goes away and the Deed (and the portion of the Property related to the Deed) will remain the property of Developer.

Easement:

The Temporary Construction and Access Easement Agreement ("Easement") is to provide Developer access to a portion of Phase I of the Project at Closing of the Phase, but prior to delivery of a Deed for the New Construction Area portion of Phase I. The purpose of the Easement is to allow Developer to commence construction of certain infrastructure improvements in the New Construction Area of Phase I. Upon completion of such infrastructure improvements, the Phase I portion of the New Construction Area will be conveyed by Deed to Developer in accordance with the Master Development Agreement. Under the Easement, Developer will be required to maintain the same insurance required for construction as it will under the Master Development Agreement for the Property covered by the Easement during construction and to indemnify the County for claims of any costs, expenses, damages, losses or liens against the County or the Project under the same terms and conditions as set forth in the Master Development Agreement.

FISCAL IMPACT:
The County's fixed price contribution for the County's share of infrastructure of the Project will be $12,765,000. The County's costs are spread over four years in the following amounts: $5,000,000 in 2015; $3,050,000 in FY 2016; $2,900,000 in FY 2017; and $1,815,000 in FY 2018. Based on the specific infrastructure improvements, a number of funding sources have been identified, including Transportation, Wastewater, Stormwater and the General Fund. The County's $12,765,000 total infrastructure contribution is allocated as follows: various Transportation funds ($5,715,000), General Fund ($4,475,000), Stormwater ($1,925,000), and Wastewater ($650,000). The County is recommending the initial $5,000,000 be included as part of the FY 2014 Carryover package as follows: General Fund ($2,600,000), Transportation funds ($1,300,000), Stormwater funds ($750,000), and Wastewater funds ($350,000).

ENCLOSED DOCUMENTS:
Attachment I: Comprehensive Agreement – Hardcopy previously distributed to Board members on May 13, 2014, also available online at:
http://www.fairfaxcounty.gov/dpsm/solic2.htm#ppea

STAFF:
Robert A. Stalzer, Deputy County Executive
Joe LaHait, Debt Coordinator, Department of Management and Budget
Fred Selden, Director, Department of Planning and Zoning
Chris Caperton, Laurel Hill Project Coordinator, Department of Planning and Zoning
Cathy Muse, Director of Purchasing and Supply Management
Alan Weiss, Assistant County Attorney

Board Agenda Item
June 3, 2014

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance Expanding the West Springfield Residential Permit Parking District, District 7 (Springfield District)

ISSUE:
Public Hearing on proposed amendment to Appendix G, of *The Code of the County of Fairfax*, *Virginia*, to expand the West Springfield Residential Permit Parking District (RPPD), District 7.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G, of *The Code of the County of Fairfax*, *Virginia*, to expand the West Springfield RPPD, District 7.

TIMING:
On May 13, 2014, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to take place on June 3, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or within 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Here, staff has verified that the south side of Louis Edmund Court from Tuttle Road to the eastern boundary of 6300 Louis Edmund Court is within 1,000 feet of the property boundary of West Springfield High School, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $300 to be paid out of Fairfax County Department of Transportation funds.

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

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

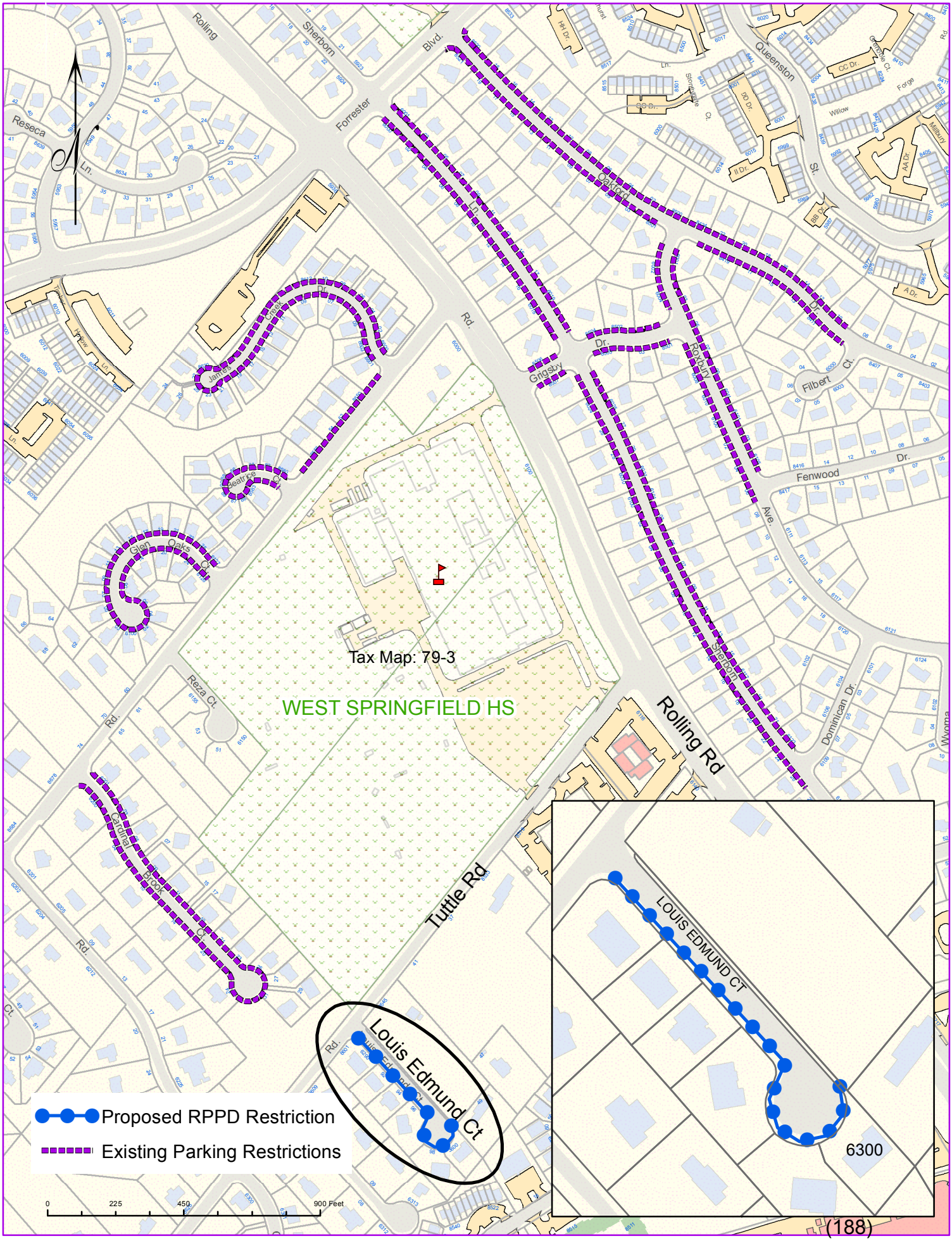
Attachment I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-7, Section (b), (2), West Springfield Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Louis Edmund Court, south side, (Route 8643):
From Tuttle Road to the eastern boundary of 6300 Louis Edmund Court

Attachment II



Board Agenda Item
June 3, 2014

4:00 p.m.

Public Hearing to Consider Parking Restrictions on Brookfield Corporate Drive (Sully District)

ISSUE:
Public hearing on a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Brookfield Corporate Drive in the Sully District.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 from parking on Brookfield Corporate Drive from Sullyfield Circle to cul-de-sac inclusive from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as “No Parking” by the Virginia Department of Transportation (VDOT).

TIMING:
The public hearing was authorized on May 13, 2014, for June 3, 2014, at 4:00 p.m.

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

The property owners of various parcels of land along Brookfield Corporate Drive contacted the Sully District office requesting a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along the entire length of the roadway from 9:00 p.m. to 6:00 a.m. The property along Brookfield Corporate Drive is zoned commercial or industrial.

Staff has been to this location on several occasions and verified that long term parking of out-of-area large commercial vehicles, recreational vehicles and trailers is occurring.

FISCAL IMPACT:
The cost of sign installation is estimated at $4,100 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment II: Area Map of Proposed Parking Restriction

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

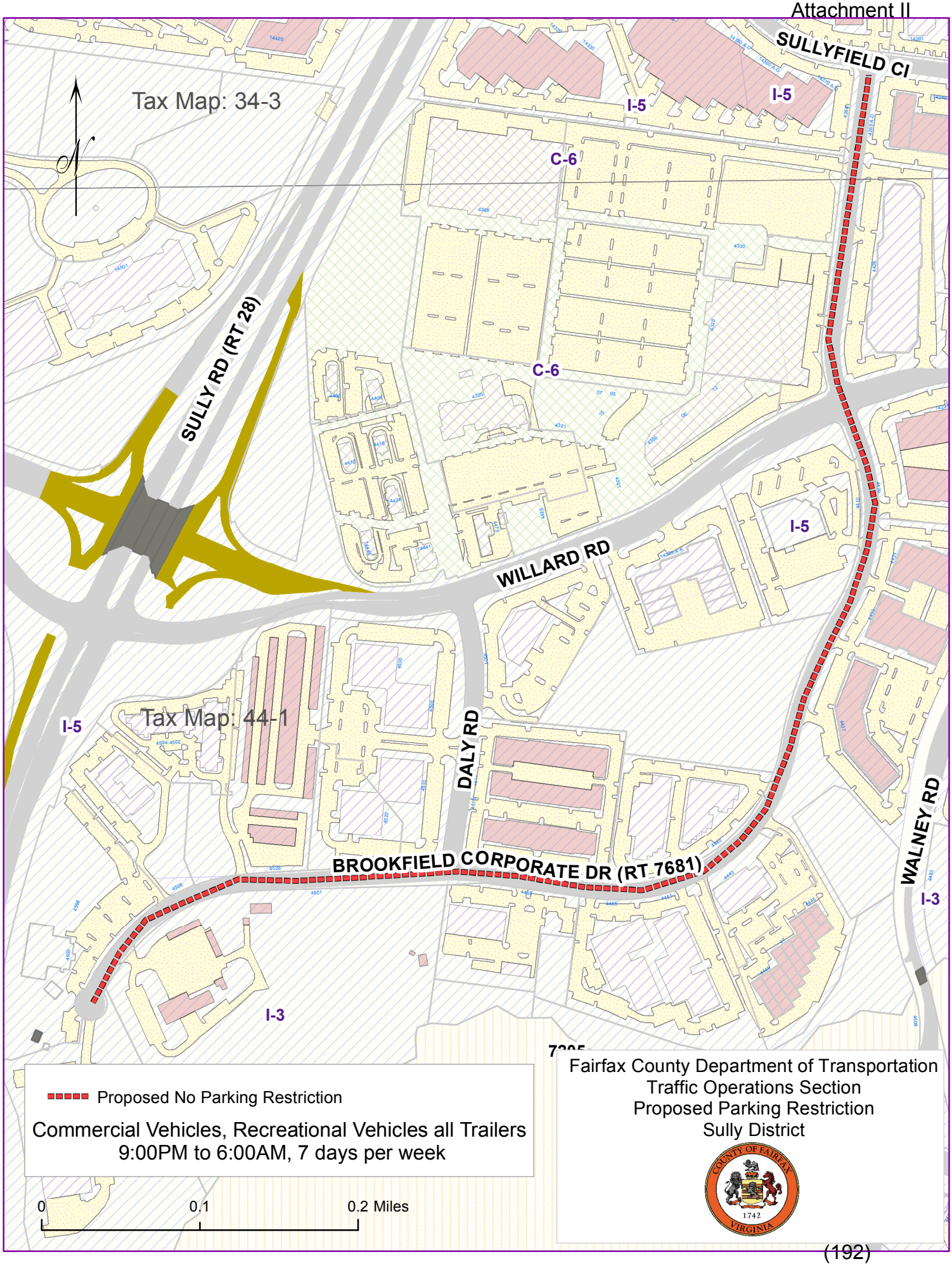
Attachment I

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

Brookfield Corporate Drive (Route 7681).
Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Brookfield Corporate Drive from Sullyfield Circle to cul-de-sac inclusive from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as “No Parking” by the Virginia Department of Transportation (VDOT).


Tax Map: 34-3
N
SULLYFIELD CI
I-5
I-5
C-6
C-6
SULLY RD (RT 28)
WILLARD RD
I-5
I-5
Tax Map: 44-1
DALY RD
WALNEY RD
BROOKFIELD CORPORATE DR (RT 7681)
I-3
I-3
Proposed No Parking Restriction
Commercial Vehicles, Recreational Vehicles all Trailers
9:00PM to 6:00AM, 7 days per week
0
0.1
0.2 Miles
Fairfax County Department of Transportation
Traffic Operations Section
Proposed Parking Restriction
Sully District
COUNTY OF FAIRFAX
1742
VIRGINIA

Board Agenda Item
June 3, 2014

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance to Establish the Langley Oaks Temporary Residential Permit Parking District, District T2 (Dranesville District)

ISSUE:
Public Hearing on proposed amendment to Appendix G, of *The Code of the County of Fairfax*, *Virginia*, to establish the Langley Oaks Temporary Residential Permit Parking District (RPPD), District T2.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G, of *The Code of the County of Fairfax*, *Virginia*, to establish the Langley Oaks Temporary RPPD, District T2.

TIMING:
On May 13, 2014, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to take place on June 3, 2014, at 4:00 p.m.

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

The president of Langley Oaks Homeowners Association submitted a written request to the Dranesville Supervisor's office on February 12, 2014, on behalf of its members to establish a temporary RPPD. A three to four year construction project is scheduled to begin at Langley High School in summer 2014. A large portion of the school student parking lot is expected be used as a staging area for the construction and residents are

expecting spillover student parking in the neighborhood. The temporary RPPD request includes
the following streets: Anna Maria Court, Bellamine Court, Briar Hill Court, Deidre Terrace, Heather Brook Court, Heidi Court, Jill Court, Monique Court, Ridge Drive from Ursline Court north to Briar Hill Court, Sparrow Point Court, and Ursline Court.

If the Board approves the establishment of the temporary RPPD, staff and the president of the Langley Oaks Homeowners Association have agreed that the restriction will be phased in as needed. Specifically, upon approval of the RPPD, sign installation will be limited to Briar Hill Court, Sparrow Point Court, Ursline Court, and Ridge Drive from Ursline Court north to Anna Maria Court and Ridge Drive from Briar Hill Court north to Bellamine Court. Upon completion of the construction project, staff will notify the residents by mail of the termination of the temporary RPPD and the signage will be removed. Further, based on an agreement between the Office of the County Attorney and the Department of Transportation and with experience from a previous temporary RPPD, the temporary RPPD will not appear in Appendix G of the County Code which allows expedited removal at the end of construction will be expedited.

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

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

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

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

Appendix G

G-T2 Langley Oaks Temporary Residential Permit Parking District.

(a) *Purpose and Intent*. The Langley Oaks Temporary Residential Permit Parking District is established to protect this residential area from unreasonable burdens in gaining access to their property during the Langley High School renovation.

(b) *District Designation*.

(1) The Langley Oaks Temporary Residential Permit Parking District is designated as Residential Permit Parking District T2, for the purposes of signing and vehicle decal identification.

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

Anna Maria Court (Route 6097)*:*
From Ridge Drive to cul-de-sac inclusive

Bellamine Court (Route 6095)*:*
From Ridge Drive to cul-de-sac inclusive

Briar Hill Court (Route 6089)*:*
From Ridge Drive to cul-de-sac inclusive

Deidre Terrace (Route 7127)*:*
From Ridge Drive to cul-de-sac inclusive

Heather Brook Court (Route 1049)*:*
From Ridge Drive to cul-de-sac inclusive

Heidi Court (Route 7130)*:*
From Heather Brook Court to cul-de-sac inclusive

Jill Court (Route 7128)*:*
From Deidre Terrace to cul-de-sac inclusive

Monique Court (Route 7129)*:*
From Ridge Drive to cul-de-sac inclusive

Ridge Drive (Route 6090)*:*
From Ursline Court north to Briar Hill Court

Sparrow Point Court (Route 6088)*:*
From Ridge Drive to cul-de-sac inclusive

Ursline Court (Route 6096)*:*
From Ridge Drive to cul-de-sac inclusive

(c) *District Provisions*.

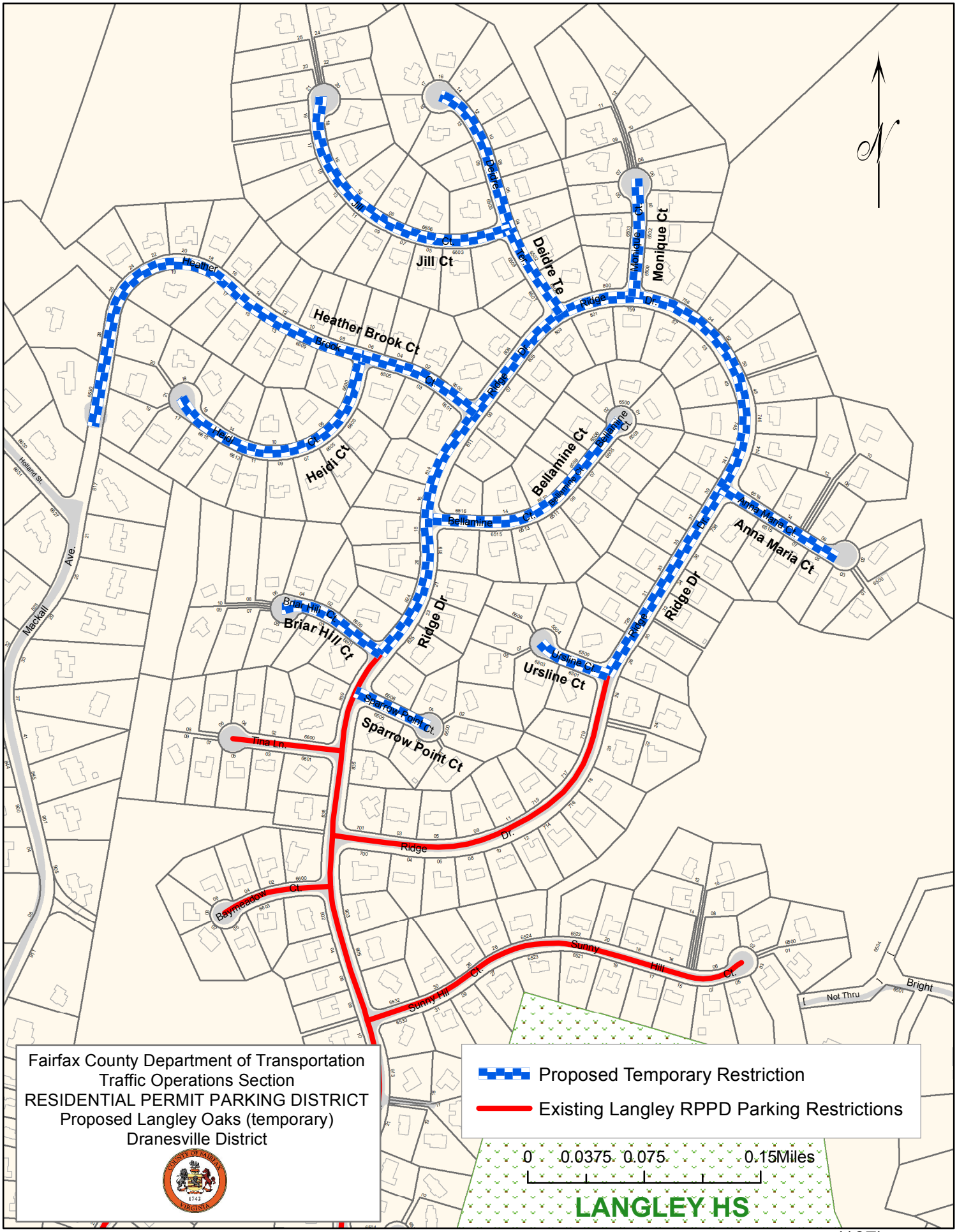
(1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.

(2) Within the Langley Oaks Temporary Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., School Days, except as permitted by the provisions of Article 5A of Chapter 82.

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

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

NO PARKING
8:00 a.m. - 3:30 p.m.
School Days
Except by Permit
District T2


Fairfax County Department of Transportation
Traffic Operations Section
RESIDENTIAL PERMIT PARKING DISTRICT
Proposed Langley Oaks (temporary)
Dranesville District
Proposed Temporary Restriction
Existing Langley RPPD Parking Restrictions
0 0.0375 0.075 0.15Miles
LANGLEY HS
Jill Ct
Heather Brook Ct
Heidi Ct
Deidre Ter
Monique Ct
Ridge Dr
Bellamine Ct
Anna Maria Ct
Ursline Ct
Briar Hill Ct
Sparrow Point Ct
Tina Ln
Baymeadow Ct
Sunny Hill Ct
Mackall Ave
Holland St
Not Thru
Bright

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Board Agenda Item
June 3, 2014

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance Expanding the West Potomac Residential Permit Parking District, District 36 (Mount Vernon District)

ISSUE:
Public Hearing on proposed amendment to Appendix G, of *The Code of the County of Fairfax*, *Virginia*, to expand the West Potomac Residential Permit Parking District (RPPD), District 36.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G, of *The Code of the County of Fairfax*, *Virginia*, to expand the West Potomac RPPD, District 36.

TIMING:
On May 13, 2014, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to take place on June 3, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or within 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Here, staff has verified that Oak Drive from Fleming Street to Beacon Hill Road is within 1,000 feet of the property boundary of West Potomac High School, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $1,000 to be paid out of Fairfax County Department of Transportation funds.

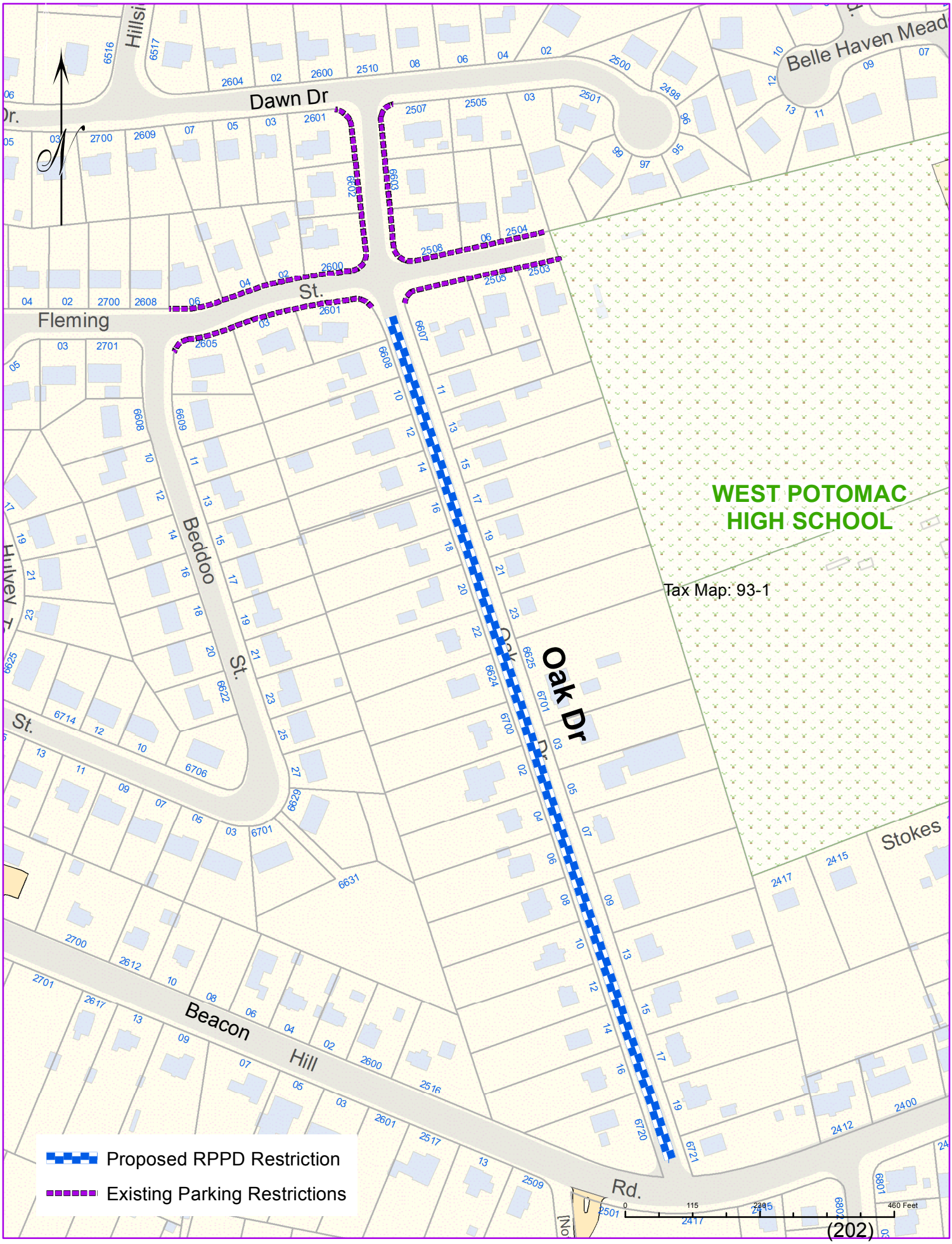
ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

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

Attachment I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-36, Section (b), (2), West Potomac Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Oak Drive (Route 1410):
From Fleming Street to Beacon Hill Road

Attachment II