

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 22, 2015**

**AGENDA**

- |       |  |
|-------|--|
| 8:30  | Reception - Disability Employment Awareness Month, The Forum   |
| 9:00  | Presentations  |
| 10:30 | Public Hearing on the County and Schools' FY 2015 Carryover Review to Amend the Appropriation Level in the FY 2016 Revised Budget Plan |
| 10:40 | Board Appointments   |
| 10:50 | Items Presented by the County Executive  |

**ADMINISTRATIVE  
ITEMS**

- |   |  |
|---|--|
| 1 | Approval of Traffic Calming Measures, "\$200 Additional Fine for Speeding" Signs and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Springfield and Braddock Districts)                       |
| 2 | Authorization to Advertise a Public Hearing to Establish the Braddock Green Community Parking District (Braddock District)   |
| 3 | Authorization to Advertise a Public Hearing on a Proposed Amendment to Chapter 41.1 of the Fairfax County Code Regarding Cruelty to Animals, Including Dog Tethering   |
| 4 | Streets into the Secondary System (Dranesville, Lee, Mason and Mount Vernon Districts)   |
| 5 | Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Highland Street/Backlick Road/Amherst Avenue Pedestrian Intersection Improvements Project (Lee District) |
| 6 | Board Approval of the Distribution of Plain English Explanations for the 2015 County Bond Referendums for Improvements to Public Schools and Public Safety Facilities  |
| 7 | Supplemental Appropriation Resolution AS 16063 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant           |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 22, 2015**

**ADMINISTRATIVE  
ITEMS  
(Continued)**

- 8 Supplemental Appropriation Resolution AS 16060 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund (COF) for Navy Federal Credit Union
- 9 Authorization for the Fairfax County Department of Public Safety Communications to Apply for and Accept Grant Funding from the Commonwealth of Virginia E-911 Services Board PSAP Grant Program
- 10 Authorization to Advertise Public Hearings on Adoption of a Proposed Amendment to the County Soils Map, Chapter 107 (Problem Soils) of the Code of the County of Fairfax, Virginia Related to the Extent of Naturally Occurring Asbestos (NOA)
- 11 Authorization to Advertise Public Hearing on a Proposed Zoning Ordinance Amendment Re: Alternative Lending Institutions
- 12 Authorization for the Fairfax-Falls Church Community Services Board to Apply for and Accept Funding from the Virginia Department of Behavioral Health and Developmental Services for Criminal Justice Diversion Programs Using the Sequential Intercept Model
- 13 Authorization for the Fairfax County Police Department to Apply for Grant Funding from the National Highway Safety Administration Through the Virginia Department of Motor Vehicles Driving While Intoxicated Enforcement Initiative

**ACTION ITEMS**

- 1 Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2016
- 2 Presentation of the Delinquent Tax List for Tax Year 2014 (FY 2015)
- 3 Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for US Route 1 (Richmond Highway) Widening (Mount Vernon Memorial Highway to Napper Road) (Mount Vernon and Lee Districts)

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 22, 2015**

**ACTION ITEMS  
(Continued)**

- 4 Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for Frontier Drive Extension (Lee District)
- 5 Endorsement of the Metropolitan Washington Airports Authority's (MWAA) Implementation of the Old Meadow Road Realignment
- 6 Authorization for the County Executive to Execute the Virginia Water Quality Improvement Fund Point Source Grant and Operation and Maintenance Agreement Contract #440-S-16-01 Between the County of Fairfax and the Commonwealth of Virginia
- 7 Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force
- 8 Approval of a Parking Reduction for Innovation Center South (Dranesville District)
- 9 Approval of a Resolution to Authorize the Extension of General Obligation Bonds
- 10 Approval of the Authorization for the County Purchasing Agent to Act as Purchasing Agent for the Mosaic District Community Development Authority
- 11 Allocation of Tysons Road Fund Revenues to Projects, and Allocation of Tysons Service District Revenues for Design of Projects in the Tysons Funding Plan. (Dranesville, Hunter Mill, and Providence Districts)
- 12 Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for the Route 286 Widening (Route 123 to Route 29) Project (Springfield and Braddock Districts)
- 13 Approval of the Acquisition of a Five-Acre Parcel in Reston Town Center North from the Fairfax County Park Authority (Hunter Mill District)
- 14 Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for Rolling Road Widening (Old Keene Mill Road to Franconia Springfield Parkway) (Springfield District)

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 22, 2015**

**ACTION ITEMS  
(Continued)**

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|----|--|
| 15 | Approval of Fairfax County Transportation Services Group (TSG) Transportation Demand Management Plan (TDMP) for the Virginia Department of Public Rail Transportation (VDRPT) Fiscal Years 2016-2021   |
| 16 | Approval of Agreement for the Utilization of Congestion Mitigation and Air Quality (CMAQ) Funds Between the Virginia Department of Transportation ("VDOT") and Fairfax County for Fiscal Year 2016 Transportation Demand Management (TDM) Programs |
| 17 | Approval of Project Agreement Between the Virginia Department of Rail and Public Transportation and Fairfax County for Funding for Fiscal Year 2016 Transportation Demand Management Rideshare Operating Assistance                                |
| 18 | Approval of a Resolution Endorsing Projects Being Submitted for FY2017-FY2022 State Funding Through the Commonwealth Transportation Board's HB2 Selection Process  |
| 19 | Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2016 Transit Assistance Grant Funds  |
| 20 | Approval of Project Funding Agreement with the Metropolitan Washington Airports Authority for the Innovation Center Metrorail Station Project (Dranesville District)   |
| 21 | Endorsement of Comments on the I-66 Inside the Beltway Multimodal Improvement Project (Dranesville, Mason and Providence Districts)  |

**CONSIDERATION  
ITEMS**

- |   |  |
|---|--|
| 1 | Amendments to the Fairfax County Consumer Protection Commission Bylaws |
| 2 | Amendments to the Fairfax County Tenant-Landlord Commission Bylaws     |

**INFORMATION  
ITEMS**

- |   |  |
|---|--|
| 1 | County Holiday Schedule – Calendar Year 2016 |
|---|--|



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 22, 2015**

**INFORMATION  
ITEMS  
(Continued)**

- |       |  |
|-------|--|
| 2     | Seven Corners Transportation Studies (Mason and Providence Districts)                                  |
| 3     | 2015 Virginia Pollutant Discharge Elimination System Permit Annual Report for Fairfax County, Virginia |
| 4     | Fairfax County Transportation Status Report  |
| 11:00 | Matters Presented by Board Members   |
| 11:50 | Closed Session   |

**PUBLIC HEARINGS**

- |      |                       |   |
|------|-----------------------|---|
| 3:00 |                       | Decision Only on SE 2014-MV-073 (Superior Concrete Materials, Inc.) (Mount Vernon District)   |
| 3:00 | <b>To be deferred</b> | Public Hearing on SE 2015-MV-003 (First Years Learning Center LLC / Claudia Tramontana) (Mount Vernon District)   |
| 3:30 |                       | Public Hearing on Agreement to Adjust the Common Boundary of the Town of Herndon and Fairfax County and to Approve the Filing of a Civil Action to Seek Judicial Approval of the Agreement (Dranesville District) |
| 3:30 |                       | Public Hearing on SE 2014-MV-074 (Carla McNeil Seay / Carla's WeeCare Home Daycare) (Mount Vernon District)   |
| 3:30 |                       | Public Hearing on PCA 83-S-029-02 (Chick-Fil-A, Inc.) (Braddock District)   |
| 3:30 |                       | Public Hearing on PRC-C-546-03 (Chick-Fil-A, Inc.) (Braddock District)  |
| 3:30 |                       | Public Hearing on DPA-C-546-24 (Chick-Fil-A, Inc.) (Braddock District)  |
| 3:30 |                       | Public Hearing on SEA 2002-PR-031-02 (The Mitre Corporation) (Providence District)  |
| 4:00 |                       | Public Hearing to Consider Adopting an Ordinance to Establish the Tysons Woods Temporary Residential Permit Parking District, District T4 (Providence District)   |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 22, 2015**

**PUBLIC HEARINGS  
(Continued)**

- |      |  |
|------|--|
| 4:00 | Public Hearing on Proposed Plan Amendment 2015-III-DS1, Located North of the Intersection of Westfields Boulevard and Newbrook Drive (Sully District)                    |
| 4:00 | Public Hearing Regarding the Interim Real Estate Exchange Agreement Between the Board of Supervisors and Inova Health Care Services (Hunter Mill District)               |
| 4:00 | Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for Refuse/Recycling, and/or Vacuum Leaf Collection Service (Mount Vernon District) |



# *Fairfax County, Virginia*

## ***BOARD OF SUPERVISORS***

### ***AGENDA***

**Tuesday  
September 22, 2015**

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9 a.m.

#### **PRESENTATIONS**

Presentation and Rollout of Text to 9-1-1

- CERTIFICATE – To recognize residents and businesses that have made properties available to Fairfax County public safety personnel for training. Requested by Chairman Bulova.
- PROCLAMATION – To designate October 2015 as Disability Employment Awareness Month in Fairfax County. Requested by Chairman Bulova.
- CERTIFICATE – To recognize those whose efforts over the years have contributed to the success of Santa's Ride. Requested by Chairman Bulova.
- RESOLUTION – To recognize State Senator Toddy Puller and Delegate Thomas Rust for their years of service. Requested by Supervisors Hyland and McKay.
- RESOLUTION – To recognize Mary McNamee for her 20 years of service as a teacher and principal at Lynbrook Elementary School. Requested by Supervisor McKay.
- PROCLAMATION – To designate September as Hispanic Heritage Month in Fairfax County. Requested by Chairman Bulova.

— more —

Board Agenda Item  
September 22, 2015

- RESOLUTION – To recognize the 30th anniversary of the Fairfax Connector bus service. Requested by Chairman Bulova.
- PROCLAMATION – To designate September 21-25, 2015, as Try Transit Week in Fairfax County. Requested by Chairman Bulova.
- RESOLUTION – To recognize NV Rides and its partners for the transportation services it provides for older adults. Requested by Supervisor Herrity.

STAFF:

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

Board Agenda Item  
September 22, 2015

10:30 a.m.

Public Hearing on the County and Schools' FY 2015 Carryover Review to Amend the Appropriation Level in the FY 2016 Revised Budget Plan

ISSUE:

Public Hearing and Board action on the County and Schools' *FY 2015 Carryover Review*.

RECOMMENDATION:

The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations including the County and Schools' *FY 2015 Carryover Review*.

TIMING:

The public hearing has been advertised for 10:30 a.m. on September 22, 2015. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:

On July 28, 2015, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 22, 2015, regarding the County and Schools' Carryover Review. Section 15.2-2057 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2016 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:

Attachment A: Advertisement for public hearing

Attachment B: July 28, 2015 Memorandum to the Board of Supervisors from Edward L. Long Jr., County Executive, with attachments, transmitting the County's *FY 2015 Carryover Review* with appropriate resolutions

Attachment C: Fairfax County School Board's FY 2015 Final Budget Review and Appropriation Resolutions

These attachments are available online via the following link:

<http://www.fairfaxcounty.gov/dmb/carryover/fy2015/carryover.htm>

STAFF:

Edward L. Long Jr., County Executive

Joseph M. Mondoro, Acting Chief Financial Officer

Board Agenda Item  
September 22, 2015

10:40 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard September 22, 2015  
(An updated list will be distributed at the Board meeting.)

STAFF:

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

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

**APPOINTMENTS TO BE HEARD SEPTEMBER 22, 2015**  
**(ENCOMPASSING VACANCIES PROJECTED THROUGH SEPTEMBER 30, 2015)**  
 (Unless otherwise noted, members are eligible for reappointment)

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

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

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

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

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

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

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 <i>Resigned</i>	Builder (Single Family) Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Thor Vue; appointed 3/14 by Herrity) Term exp. 5/18 <i>Resigned</i>	Citizen Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large



**AIRPORTS ADVISORY COMMITTEE (3 years)**

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

**CONFIRMATION NEEDED:**

- Ms. Julie Jones as the League of Women Voters Representative

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

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

**ANIMAL SERVICES ADVISORY COMMISSION (2 years)**

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

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

**ARCHITECTURAL REVIEW BOARD (3 years)**

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Susan W. Notkins (Appointed 11/96-9/03 by Hanley; 9/06 by Connolly; 10/09-10/12 by Bulova) Term exp. 9/15	Related Professional Group #3 Representative		By Any Supervisor	At-Large
Robert W. Mobley (Appointed 10/77-9/92 by Alexander; 3/14-9/12 by Gross) Term exp. 9/15	Related Professional Group #1 Representative		By Any Supervisor	At-Large
Jason D. Sutphin (Appointed 9/09-9/12 by Frey) Term exp. 9/15	Related Professional Group #6		By Any Supervisor	At-Large

**ATHLETIC COUNCIL (2 years)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Terry Adams (Appointed 11/11-7/13 by Gross) Term exp. 6/15	Mason District Alternate Representative		Gross	Mason
Stephen McLaughlin (Appointed 9/98-9/03 by Connolly; 9/05-9/13 by Smyth) Term exp. 9/15	Providence District Representative		Smyth	Providence
VACANT (Formerly held by David Lacey; appointed 2/99-3/15 by Frey) Term exp. 3/17 <i>Resigned</i>	Sully District Principal Representative		Frey	Sully

**BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE  
(1 year)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Brett Kenney (Appointed 10/13- 6/14 by Hyland) Term exp. 6/15	Mount Vernon District Representative		Hyland	Mount Vernon

**BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)**

(No official, technical assistant, inspector or other employee of the DPWES, DPZ,  
or FR shall serve as a member of the board.)

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
John B. Scott (Appointed 2/08-2/11 by Frey) Term exp. 2/15	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Susan Kim Harris; appointed 5/09-2/11 by Hudgins) Term exp. 2/15 <i>Resigned</i>	Alternate #4 Representative		By Any Supervisor	At-Large
Matthew Arnold (Appointed 1/05-2/07 by DuBois; 2/11 by Foust) Term exp. 2/15	Design Professional #2 Representative		By Any Supervisor	At-Large

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Jill Patrick (Appointed 9/09-9/14 by Gross) Term exp. 9/15 <i><b>Not eligible for reappointment</b></i>	At-Large #3 Representative		By Any Supervisor	At-Large
Peter F. Murphy (Appointed 6/06-9/08; 9/09-11/13) Term exp. 9/15	At-Large #4 Representative		By Any Supervisor	At-Large

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Anne S. Kanter (Appointed 12/03 by Hanley; 9/07 by Connolly; 9/11 by Bulova) Term exp. 9/15	At-Large #1 Representative		Bulova	At-Large Chairman
James Chesley (Appointed 5/12 by Bulova) Term exp. 9/15	At-Large #2 Representative		Bulova	At-Large Chairman
Mary Cortina (Appointed 2/06-9/11 by Bulova) Term exp. 9/15	Braddock District Representative		Cook	Braddock
Frank Crandall (Appointed 9/10-9/11 by Foust) Term exp. 9/15	Dranesville District Representative		Foust	Dranesville

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

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Howard Green (Appointed 5/09-9/11 by Hudgins) Term exp. 9/15	Hunter Mill District Representative		Hudgins	Hunter
VACANT (Formerly held by Stephen Kirby; appointed 12/03-1/08 by Kauffman; 9/11 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
Grant Sitta (Appointed 9/10-9/11 by Gross) Term exp. 9/15	Mason District Representative		Gross	Mason
Gloria Bannister (Appointed 9/07- 10/11 by Hyland) Term exp. 9/15	Mount Vernon District Representative		Hyland	Mount Vernon
Brian Loo (Appointed 7/12 by Smyth) Term exp. 9/15	Providence District Representative		Smyth	Providence
David Schnare (Appointed 12/03 by McConnell; 11/10- 9/11 by Herrity) Term exp. 9/15	Springfield District Representative	<b>David Schnare</b>	Herrity	Springfield
VACANT (Formerly held by Kanthan Siva; appointed 1/13 by Frey) Term exp. 9/15 <i>Resigned</i>	Sully District Representative		Frey	Sully

<b>CHILD CARE ADVISORY COUNCIL (2 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Pamela Nilsen; appointed 6/13-9/13 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 <i>Resigned</i>	Mount Vernon District Representative		Hyland	Mount Vernon

<b>COMMISSION FOR WOMEN (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Julia Boone; appointed 2/13 by Hudgins) Term exp. 10/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

<b>COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION (4 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Howard Leroy Kelley; Appointed 8/01-1/13 by Hudgins) Term exp. 1/17 <i>Resigned</i>	At-Large Representative		By Any Supervisor	At-Large

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Carmen A. Cintron; appointed 2/13 by Hyland) Term exp. 1/15 <i>Resigned</i>	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by William Stephens; appointed 9/02-1/03 by McConnell; 1/07-1/11 by Herrity) Term exp. 1/15 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

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

**CONSUMER PROTECTION COMMISSION**  
(3 years)

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Jason M. Chung; appointed 2/13 by Frey) Term exp. 7/15 <i>Resigned</i>	Fairfax County Resident #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Leah Durant; appointed 6/13 by Herrity) Term exp. 7/15 <i>Resigned</i>	Fairfax County Resident #12 Representative		By Any Supervisor	At-Large
Leiann Leppin Luse (Appointed 7/12 by Smyth) Term exp. 7/15	Fairfax County Resident #13 Representative		By Any Supervisor	At-Large

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Marc Greidinger; appointed 4/13 by Cook) Term exp. 11/15 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
Howard Foard (Appointed 11/12 by Hudgins) Term exp. 8/15	At-Large Representative		By Any Supervisor	At-Large



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

Continued

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Joy Marlene Bryan (Appointed 9/97-7/06 by Kauffman; 9/09- 7/12 by McKay) Term exp. 8/15	Lee District Representative	<b>Joy Marlene Bryan</b>	McKay	Lee
Adam Samuel Roth (appointed 12/13 by Smyth) Term exp. 8/15	Providence District Representative		Smyth	Providence
VACANT (Formerly held by Joseph A. Jay, appointed 11/06 by McConnell; 9/09-9/12 by Herrity) Term exp. 8/15 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Janice Shafer; appointed 9/14 by Frey) Term exp. 4/16 <i>Resigned</i>	Sully District Representative		Frey	Sully

**ECONOMIC ADVISORY COMMISSION (3 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Suzette Kern; appointed 1/09-12/11 by McKay) Term exp. 12/14 <i>Resigned</i>	Lee District Representative	<b>Justin Brown</b>	McKay	Lee

**ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)**

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

**FAIRFAX AREA DISABILITY SERVICES BOARD**

**(3 years- limited to 2 full consecutive terms per MOU, after initial term)**

[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

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

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

**CONFIRMATIONS NEEDED:**

- Ms. Rikki Epstein as Advocacy Organization #1 Representative
- Ms. Kathleen Cameron Advocacy Organization #4 Representative
- Ms. Diane Poldy as Long Term Care Providers Representative
- Ms. Joan Thomas as Long Term Care Providers #15 Representative
- Ms. Dawn Kaye as Long Term Care Providers #2 Representative
- Ms. Christine Clark as Long Term Care Providers #6 Representative
- Ms. Nancy Commisso as Long Term Care Providers #9 Representative
- Ms. Melanie Rochan Bush as Long Term Care Providers #22 Representative
- Ms. Renuka Chandler as Long Term Care Providers #23 Representative
- Mr. Marc Jacob as Long Term Care Providers #24 Representative
- Ms. Nancy Fiedelman as Long Term Care Providers #25 Representative

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Frank McNally; appointed 10/11-6/12 by Frey) Term exp. 6/15 <i>Retired</i>	Sully District Representative		Frey	Sully

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

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

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

**HEALTH CARE ADVISORY BOARD (4 years)**

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

<p align="center"><b>HEALTH SYSTEMS AGENCY BOARD</b> (3 years - limited to 2 full terms, may be reappointed after 1 year lapse)</p>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sally Patterson (Appointed 7/12 by Bulova) Term exp. 6/15 <b><i>Not eligible for reappointment</i></b> (need 1 year lapse)	Consumer #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Andrew A. Painter; appointed 2/11 by Smyth) Term exp. 6/13 <i>Resigned</i>	Consumer #4 Representative		By Any Supervisor	At-Large
Batul N. Alsaigh (Appointed 7/12 by Foust) Term exp. 6/15	Consumer #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carol Ann Coryell; appointed 6/05-6/08 by Frey) Term exp. 6/11 <i>Resigned</i>	Consumer #6 Representative		By Any Supervisor	At-Large
Dave Lucas (Appointed 12/10-7/12 by Hyland) Term exp. 6/15	Provider #2 Representative		By Any Supervisor	At-Large

**HISTORY COMMISSION (3 years)**

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

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Esther McCullough (Appointed 3/00-11/02 by Hanley; 12/05-12/08 by Connolly; 3/12 by Bulova) Term exp. 12/14 (Sully District Resident)	Citizen #10 Representative	<b>Esther McCullough</b> (Bulova)	By Any Supervisor	At-Large

**HUMAN RIGHTS COMMISSION (3 years)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Michael Kwon (Appointed 12/09-11/12 by Bulova) Term exp. 9/15	At-Large #1 Representative		By Any Supervisor	At-Large
Janice Brangman (Appointed 2/13 by Herrity) Term exp. 9/15	At-Large #3 Representative		By Any Supervisor	At-Large
Amy. Sanborn Owen (Appointed 5/09-9/12 by Cook) Term exp. 9/15	At-Large #10 Representative		By Any Supervisor	At-Large

**INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC)  
(3 years)**

**CONFIRMATION NEEDED:**

- Mr. John Hanks as the Federation of Citizens Associations Representative

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Eileen Nelson; appointed 3/04-6/07 by Connolly; 6/10 by Bulova) Term exp. 6/13 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
William Uehling (Appointed 3/10- 7/12 by Bulova) Term exp. 6/15	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

**Continued on next page**

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

continued

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 <i>Resigned</i>	Lee District Representative		McKay	Lee
Tina Montgomery (Appointed 9/10- 6/11 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

**ROAD VIEWERS BOARD (1 year)**

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



<p align="center"><b>SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)</b></p>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Suchada Langley; appointed 11/11- 12/11 by Hudgins) Term exp. 12/14 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large

<p align="center"><b>SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)</b></p>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 <i>Resigned</i>	Fairfax County #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Cleveland Williams; appointed 12/11-3/13 by Hudgins) Term exp. 3/15 <i>Resigned</i>	Fairfax County #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Diamond; appointed 3/07-4/13 by Hudgins) Term exp. 3/15 <i>Resigned</i>	Fairfax County #8 Representative		By Any Supervisor	At-Large

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

<b>TREE COMMISSION (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Dean Dastvar; appointed 11/13 by Herrity) Term exp. 10/16 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

[Note: Advisory board created effective 7/1/06 to advise the Board of Supervisors with regard to the appropriate provisions of Va. Code Section 46.2-1233.2 and Fairfax County Code 82.5-32.]

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Steven M. Lescallett (Appointed 9/14 by Bulova) Term exp. 9/15	Citizen Alternate Representative		By Any Supervisor	At-Large

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

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

**WETLANDS BOARD (5 years)**

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

Board Agenda Item  
September 22, 2015

10:50 a.m.

Items Presented by the County Executive

ADMINISTRATIVE – 1

Approval of Traffic Calming Measures, “\$200 Additional Fine for Speeding” Signs and “Watch for Children” Signs as Part of the Residential Traffic Administration Program (Springfield and Braddock Districts)

ISSUE:

Board endorsement of Traffic Calming Measures, “\$200 Additional Fine for Speeding” signs and “Watch for Children” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

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

- Five Speed Tables on Middle Ridge Drive (Springfield District)

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

- Lake Braddock Drive from Burke Road to Burke Lake Road (Braddock District)
- Olley Lane from Lake Braddock Drive to Guinea Road (Braddock District)

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

- Twinbrook Road (Braddock 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 and “Watch for Children” signs as soon as possible. The County Executive also recommends that FCDOT request VDOT to schedule the installation of the approved “\$200 Fine for Speeding” signs as soon as possible.

TIMING:

Board action is requested on September 22, 2015.

BACKGROUND:

As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners' or civic association. Traffic calming employs the use of physical devices such as multi-way stop signs (MWS), speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisors' office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On August 6, 2015, the Department of Transportation received verification from the local supervisors' office 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. Lake Braddock Drive from Burke Road to Burke Lake Road, and Olley Lane from Lake Braddock Drive to Guinea Road (Attachment II) meet the RTAP requirements for posting of the "\$200 Additional Fine for Speeding Signs". On March 10, 2015, FCDOT received written verification from the appropriate local supervisor confirming community support.

The RTAP allows for installation of "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On June 24, 2015, FCDOT received written verification from the appropriate local supervisor confirming community support for the referenced "Watch for Children" sign on Twinbrook Road.

FISCAL IMPACT:

Funding in the amount of \$35,000 for the traffic calming measures associated with the Middle Ridge Drive project and the "Watch for Children" signs on Twinbrook Road is available in Fund 300-C30050, General Fund, under Job Number 2G25-076-000. For the "\$200 Additional Fine for Speeding" signs an estimated cost of \$800 is to be paid out of the VDOT secondary road construction budget.

Board Agenda Item  
September 22, 2015

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Plan for Middle Ridge Drive

Attachment II: "\$200 Additional Fine for Speeding" Signs Resolution – Lake Braddock Drive and Olley Lane

Attachment III: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs – Lake Braddock Drive and Olley Lane

STAFF:

Robert A. Stalzer, Deputy County Executive

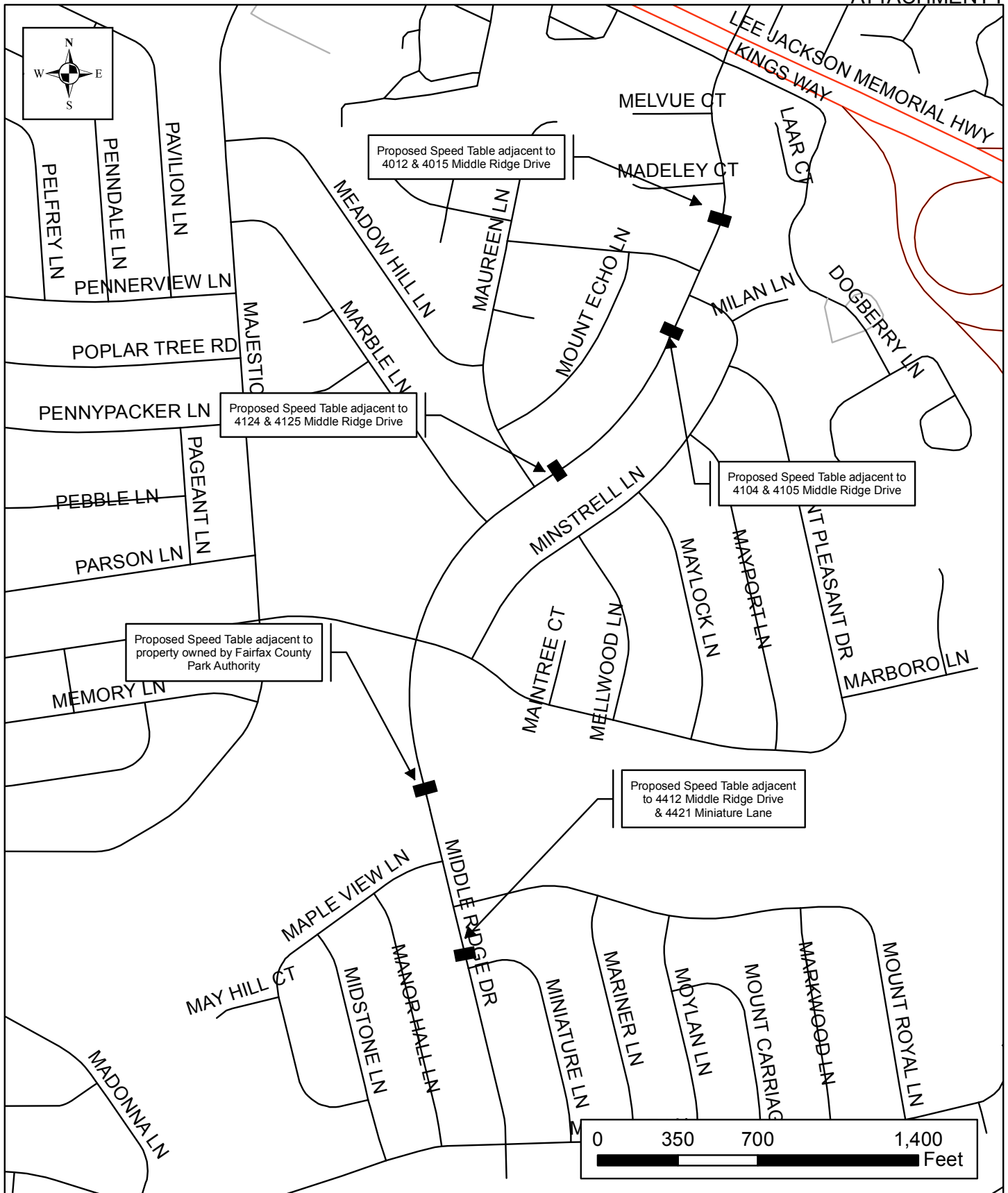
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Gisette Moore, Planning Technician, Traffic Engineering Section, FCDOT



August, 2015

Fairfax County Department of Transportation  
Residential Traffic Administration Program (RTAP)  
TRAFFIC CALMING PLAN  
MIDDLE RIDGE DRIVE  
Springfield District





## RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS  
LAKE BRADDOCK DRIVE (BRADDOCK DISTRICT)  
OLLEY LANE (BRADDOCK DISTRICT)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 22, 2015, at which a quorum was present and voting, the following resolution was adopted:

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

**WHEREAS**, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Lake Braddock Drive, from Burke Road to Burke Lake Road, and Olley Lane, from Lake Braddock Drive to Guinea Road. Such roads also being identified as a Local Roads; and

**WHEREAS**, community support has been verified for the installation of \$200 Additional Fine for Speeding" signs on Lake Braddock Drive and Olley Lane.

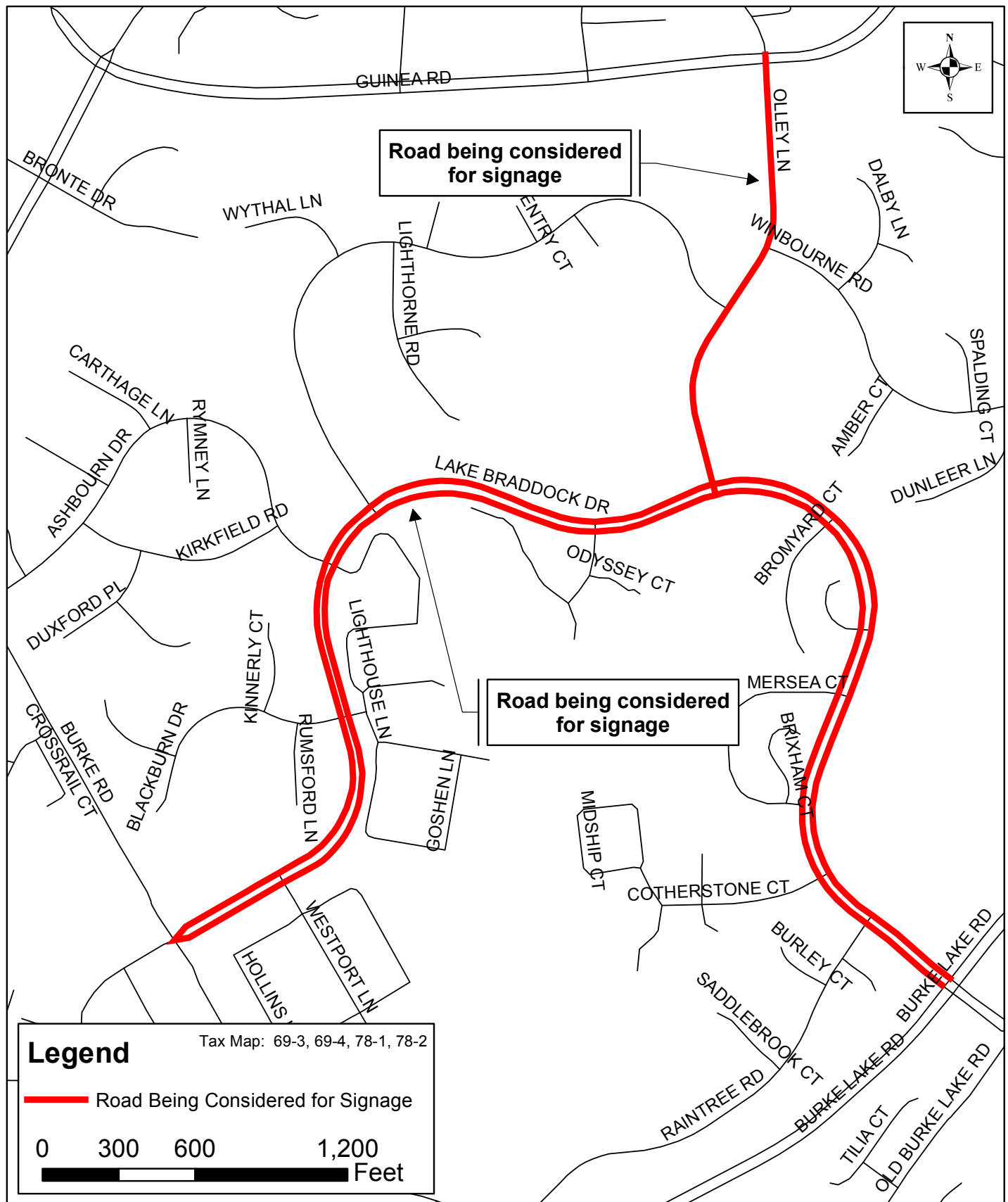
**NOW, THEREFORE BE IT RESOLVED** that "\$200 Additional Fine for Speeding" signs are endorsed for Lake Braddock Drive from Burke Road to Burke Lake Road and Olley Lane from Lake Braddock Drive to Guinea Road.

**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:

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Catherine A. Chianese  
Clerk to the Board of Supervisors



AUGUST 2015



A Fairfax County, Va., Publication

**Fairfax County Department of Transportation  
 Residential Traffic Administration Program (RTAP)  
 PROPOSED \$200 FINE FOR SPEEDING  
 LAKE BRADDOCK DRIVE AND OLLEY LANE  
 Braddock District**



ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Establish the Braddock Green  
Community Parking District (Braddock District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 20, 2015, at 4:30 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to establish the Braddock Green CPD.

TIMING:

The Board of Supervisors should take action on September 22, 2015, to provide sufficient time for advertisement of the public hearing on October 20, 2015, at 4:30 p.m.

BACKGROUND:

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

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

Board Agenda Item  
September 22, 2015

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

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

On January 13, 2015, the Board waived the minimum size requirement for the proposed Braddock Green CPD. Staff has verified that all other requirements for a petition-based CPD have been satisfied.

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

FISCAL IMPACT:

The cost of sign installation is estimated at \$475 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

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

STAFF:

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

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA  
APPENDIX M

M-86 Braddock Green Community Parking District

(a) *District Designation.*

- (1) The restricted parking area is designated as the Braddock Green Community Parking District.
- (2) Blocks included in the Braddock Green Community Parking District are described below:

*Braddock Green Court (Route 7752)*

From Braddock Road Frontage to the cul-de-sac end.

*Braddock Road Frontage*

From Braddock Green Court south to the end

(b) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.
- (2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described streets within the Braddock Green Community Parking District.
- (3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip or (iv)

restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

- (c) *Signs.* Signs delineating the Braddock Green Community Parking District shall indicate community specific identification and/or directional information in addition to the following:

NO PARKING  
Watercraft  
Trailers, Motor Homes  
Vehicles  $\geq 3$  Axles  
Vehicles GVWR  $\geq 12,000$  lbs.  
Vehicles  $\geq 16$  Passengers

FAIRFAX COUNTY CODE §82-5B



ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing on a Proposed Amendment to Chapter 41.1 of the Fairfax County Code Regarding Cruelty to Animals, Including Dog Tethering

ISSUE:

Authorization to advertise a public hearing to consider an amendment to Chapter 41.1 of the Fairfax County Code regarding cruelty to animals, including dog tethering.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a Board public hearing on the proposed amendment on October 20, 2015, at 4:30 p.m.

TIMING:

Board action is requested on September 22, 2015, to provide sufficient time to advertise the proposed Board public hearing on October 20, 2015, at 4:30 p.m.

BACKGROUND:

The proposed amendment will add a new Section 41.1-2-20 to the Fairfax County Code. This new section adopts the cruelty to animals provisions in the Code of Virginia, with additional regulations concerning dog tethering.

Earlier this year, the Board directed Animal Control staff to research the best practices for regulation of dog tethering, in part because several neighboring jurisdictions have recently enacted such regulations. Animal Control staff surveyed jurisdictions across the Commonwealth and determined that the City of Richmond's dog tethering ordinance provides the best model for the County. The Virginia Federation of Humane Societies and the Animal Law Unit of the Virginia Attorney General's Office both endorse the Richmond ordinance as model legislation. The Richmond ordinance limits the tethering of unattended dogs to one cumulative hour in a twenty-four hour period, and this limitation is a sub-part of a broader cruelty to animals ordinance. The penalty for a first offense is a Class 3 misdemeanor, with subsequent offenses punished as Class 2 or Class 1 misdemeanors. The one-hour limitation provides for effective enforcement of the ordinance because it is a feasible amount of time for an animal control officer to remain on-site and fully observe a violation.

This proposed amendment adopts the one cumulative hour tethering limit in a twenty-four hour period and provides for the same penalty structure as in Richmond's



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ordinance. These provisions are incorporated into a cruelty to animals ordinance based on the current version of the cruelty to animals provisions in the Code of Virginia. Currently, Animal Control Officers charge cruelty to animals as a state law violation. On June 9, 2015, the Public Safety Committee endorsed this proposed amendment.

At the Public Safety Committee meeting, staff also presented a proposed amendment to prohibit the confinement of unattended animals in vehicles in situations where the internal vehicle temperature was above or below certain thresholds. After further consultation with the Animal Law Unit of the Virginia Attorney General's Office, and further internal discussion, staff has determined that it needs to do additional research on best practices in this area before presenting any proposed amendment.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1 – Proposed Amendment to Chapter 41.1, Animal Control and Care

STAFF:  
David Rohrer, Deputy County Executive  
Colonel Edwin C. Roessler, Jr., Chief of Police  
Captain John Naylor, Director of Animal Control  
John W. Burton, Assistant County Attorney  
Barbara Hutcherson, Acting Animal Shelter Director

1                                   **AN ORDINANCE AMENDING**  
2                                   **CHAPTER 41.1 OF THE FAIRFAX COUNTY CODE, RELATING TO**  
3                                   **ANIMAL CONTROL AND CARE**

4  
5                                   **Draft of August 25, 2015**

6  
7                   **AN ORDINANCE** to amend the Fairfax County Code by adopting a new  
8                   Section 41.1-2-20, related to cruelty to animals.

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

10           **1. That Section 41.1-2-20 of the Fairfax County Code is adopted as follows:**

11  
12           **Section 41.1-2-20, Cruelty to animals, penalties.**

13  
14           A. Any person who: (i) overrides, overdrives, overloads, tortures, ill-treats, abandons,  
15           willfully inflicts inhumane injury or pain not connected with bona fide scientific or medical  
16           experimentation, or cruelly or unnecessarily beats, maims, mutilates, or kills any animal,  
17           whether belonging to himself or another; (ii) deprives any animal of necessary food, drink,  
18           shelter or emergency veterinary treatment; (iii) sores any equine for any purpose or  
19           administers drugs or medications to alter or mask such sores for the purpose of sale,  
20           show, or exhibition of any kind, unless such administration of drugs or medications is within  
21           the context of a veterinary client-patient relationship and solely for therapeutic purposes;  
22           (iv) willfully sets on foot, instigates, engages in, or in any way furthers any act of cruelty to  
23           any animal; (v) carries or causes to be carried by any vehicle, vessel or otherwise any  
24           animal in a cruel, brutal, or inhumane manner, so as to produce torture or unnecessary  
25           suffering; or (vi) causes any of the above things, or being the owner of such animal permits  
26           such acts to be done by another is guilty of a Class 1 misdemeanor.

27  
28           In addition to the penalties provided in this subsection, the court may, in its discretion,  
29           require any person convicted of a violation of this subsection to attend an anger  
30           management or other appropriate treatment program or obtain psychiatric or psychological  
31           counseling. The court may impose the costs of such a program or counseling upon the  
32           person convicted.

33  
34           B. Any person who: (i) tortures, willfully inflicts inhumane injury or pain not connected with  
35           bona fide scientific or medical experimentation, or cruelly and unnecessarily beats, maims,  
36           mutilates or kills any animal whether belonging to himself or another; (ii) sores any equine  
37           for any purpose or administers drugs or medications to alter or mask such sores for the  
38           purpose of sale, show, or exhibit of any kind, unless such administration of drugs or  
39           medications is under the supervision of a licensed veterinarian and solely for therapeutic  
40           purposes; (iii) maliciously deprives any companion animal of necessary food, drink, shelter  
41           or emergency veterinary treatment; (iv) instigates, engages in, or in any way furthers any

1 act of cruelty to any animal set forth in clauses (i) through (iv); or (v) causes any of the  
 2 actions described in clauses (i) through (iv), or being the owner of such animal permits  
 3 such acts to be done by another; and has been within five years convicted of a violation of  
 4 this subsection or subsection A, is guilty of a Class 6 felony if the current violation or any  
 5 previous violation of this subsection or subsection A resulted in the death of an animal or  
 6 the euthanasia of an animal based on the recommendation of a licensed veterinarian upon  
 7 determination that such euthanasia was necessary due to the condition of the animal, and  
 8 such condition was a direct result of a violation of this subsection or subsection A.

9  
 10 C. Nothing in this section shall be construed to prohibit the dehorning of cattle conducted in  
 11 a reasonable and customary manner.

12  
 13 D. This section shall not prohibit authorized wildlife management activities or hunting,  
 14 fishing or trapping as regulated under the Code of Virginia, including Title 29.1, or to  
 15 farming activities as provided under Title 3.2 or regulations adopted thereunder.

16  
 17 E. It is unlawful for any person to kill a domestic dog or cat for the purpose of obtaining the  
 18 hide, fur or pelt of the dog or cat. A violation of this subsection is a Class 1 misdemeanor. A  
 19 second or subsequent violation of this subsection is a Class 6 felony.

20  
 21 F. Any person who: (i) tortures, willfully inflicts inhumane injury or pain not connected with  
 22 bona fide scientific or medical experimentation or cruelty and unnecessarily beats, maims  
 23 or mutilates any dog or cat that is a companion animal whether belonging to him or  
 24 another; and (ii) as a direct result causes the death of such dog or cat that is a companion  
 25 animal, or the euthanasia of such animal on the recommendation of a licensed veterinarian  
 26 upon determination that such euthanasia was necessary due to the condition of the animal,  
 27 is guilty of a Class 6 felony. If a dog or cat is attacked on its owner's property by a dog so  
 28 as to cause injury or death, the owner of the injured dog or cat may use all reasonable and  
 29 necessary force against the dog at the time of the attack to protect his dog or cat. Such  
 30 owner may be presumed to have taken necessary and appropriate action to defend his dog  
 31 or cat and shall therefore be presumed not to have violated this subsection. The provisions  
 32 of this subsection shall not overrule Section 41.1-2-7 of this Chapter or §§ 3.2-6540, 3.2-  
 33 6540.1 and 3.2-6552 of the Code of Virginia, as amended.

34  
 35 G. It shall be unlawful for any person to tether a dog for more than one hour cumulatively  
 36 within any twenty-four hour period, whether or not the tethered dog has been provided  
 37 adequate space as defined in the Code of Virginia, § 3.2-6500, as amended. Each  
 38 violation of this subsection constitutes a separate violation of this subsection. The first  
 39 violation of this subsection shall be punished as a Class 3 misdemeanor. However, a  
 40 second violation of this subsection, whether or not involving the same dog, within one year  
 41 after conviction of the first violation shall be punished as a Class 2 misdemeanor. The third  
 42 and each subsequent violation of this subsection, whether or not involving the same dog,

1 within one year after conviction of the first violation shall be punished as a Class 1  
2 misdemeanor.

3  
4 H. Any person convicted of violating this section may be prohibited by the court from  
5 possession or ownership of companion animals.

6  
7 **2. That the provisions of this ordinance are severable, and if any provision of**  
8 **this ordinance or any application thereof is held invalid, that invalidity shall**  
9 **not affect the other provisions or applications of this ordinance that can be**  
10 **given effect without the invalid provision or application.**

11  
12 **3. That the provisions of this ordinance shall take effect on October 20, 2015.**

13  
14 GIVEN under my hand this \_\_\_\_\_ day of October 2015.

15 \_\_\_\_\_  
16 Clerk to the Board of Supervisors

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ADMINISTRATIVE – 4

Streets into the Secondary System (Dranesville, Lee, Mason and Mount Vernon Districts)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the street(s) listed below be added to the State Secondary System.

<b><u>Subdivision</u></b>	<b><u>District</u></b>	<b><u>Street</u></b>
Bracken Place	Dranesville	Tackroom Lane
The Preserve at Scotts Run	Dranesville	Scotts Run Road
JCE/Burgundy Woods	Lee	Preserve Crest Way
		Hatcher Street
		Tennessee Drive
		Burgundy Road (Route 1674) (Supplemental Right-of-Way only)
Rose Hill Reserve	Lee	Wayside Place
		Basha Court
Woodland Palace	Mason	Woodpalace Court
Ferry Landing Preserve	Mt. Vernon	Ferry Hall Court

TIMING:

Routine.

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BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Forms

STAFF:

Robert A. Stalzer, Deputy County Executive

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

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

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b> Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b> REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. <b>PLAN NUMBER:</b> 8538-SD-01 <b>SUBDIVISION PLAT NAME:</b> Bracken Place <b>COUNTY MAGISTERIAL DISTRICT:</b> Dranesville	
<b>ENGINEERING MANAGER:</b> Imad A. Salous, P.E. <b>BY:</b> <u>Nadia Alphonse</u>		<b>FOR OFFICIAL USE ONLY</b> <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>07/07/2015</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Tackroom Lane	Existing Tackroom Lane (Route 10473) - 1,215' SW CL Hobnail Court (Route 10474)	132' SE to End of Cul-De-Sac	0.03
<b>TOTALS:</b>			0.03
NOTES:			

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS</b> <b>FAIRFAX, VA</b> Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b> REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. <b>PLAN NUMBER:</b> 1563-SD-002 <b>SUBDIVISION PLAT NAME:</b> The Preserve at Scotts Run <b>COUNTY MAGISTERIAL DISTRICT:</b> Dranesville	
<b>ENGINEERING MANAGER:</b> Imad Salous <b>BY:</b> <u>Houda Ali, PMP</u>		<b>FOR OFFICIAL USE ONLY</b> <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>06/18/2015</u>	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Scotts Run Road (Rte. 1198)	797 N of Intx. of Box Elder Ct. (Rte. 1800)	832' N to end of cul-de-sac	0.15
Preserve Crest Way	CL of Scotts Run Road (Rte. 1198) - 1027' N of Intx. of Box Elder Ct. (Rte. 1800)	365' SE to end of cul-de-sac	0.07
<b>NOTES:</b> 1715' of 5' sidewalk on both sides of Scotts Run Road to be maintained by VDOT. 690' of 5' sidewalk on both sides of Preserve Crest Way to be maintained by VDOT.			<b>TOTALS:</b> 0.22



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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS</b> <b>FAIRFAX, VA</b> Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b> REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		<b>PLAN NUMBER:</b> 9217-SD-02	
		<b>SUBDIVISION PLAT NAME:</b> JCE / Burgundy Woods	
		<b>COUNTY MAGISTERIAL DISTRICT:</b> Lee	
<b>ENGINEERING MANAGER:</b> Imad A. Salous, P.E. <b>BY:</b> <u>Nadia Alphonse</u>		<b>FOR OFFICIAL USE ONLY</b> <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>07/10/2015</u>	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Hatcher Street	Existing Hatcher Street (Route 1574) - 160' W CL Jacobsen Lane (Route 1575)	435' W to End of Cul-de-Sac	0.08
Tennessee Drive	Existing Tennessee Drive (Route 4192) - 238' E CL Palin Place (Route 4191)	648' E to End of Cul-de-Sac	0.12
Burgundy Road (Route 1674) (Supplemental Right-of-Way only)	761' W CL Chapin Avenue (Route 1573)	348' W to End of Dedication	0.0
<b>NOTES:</b>			<b>TOTALS:</b> 0.20
Hatcher Street: 5' Concrete Sidewalk on North Side to be maintained by VDOT			
Tennessee Drive: 5' Concrete Sidewalk on Both Sides to be maintained by VDOT			
Burgundy Road: 5' Concrete Sidewalk on South Side to be maintained by VDOT			

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS</b> <b>FAIRFAX, VA</b> Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b> REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. <b>PLAN NUMBER:</b> 8375-SD-001 <b>SUBDIVISION PLAT NAME:</b> Rose Hill Reserve <b>COUNTY MAGISTERIAL DISTRICT:</b> Lee	
<b>ENGINEERING MANAGER:</b> <u>Imad Salous</u> <b>BY:</b> <u>Houda Ali, PMP</u>		<b>FOR OFFICIAL USE ONLY</b> <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>6/8/2015</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Wayside Place (Route 1644)	Existing Wayside Place (Route 1644) - 204' S CL Rose Hill Drive (Route 1635)	1,091' S to End of Cul-de-Sac	0.20
Basha Court	CL Wayside Place (Route 1644) - 649' S CL Rose Hill Drive (Route 1635)	555' W to End of Cul-de-Sac	0.11
<b>NOTES:</b>			<b>TOTALS:</b>
Wayside Place: 2,187' of 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.			0.31
Basha Court: 1,123' of 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.			

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

FAIRFAX COUNTY BOARD OF SUPERVISORS  
FAIRFAX, VA

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

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: 0837-SD-001

SUBDIVISION PLAT NAME: Woodland Palace

COUNTY MAGISTERIAL DISTRICT: Mason

ENGINEERING MANAGER: Imad Salous

BY: Houda Ali, PMP

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 6/17/2015

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Woodpalace Court	CL Woodland Road (Rte 765) - 1250' NE of CL Little River Road (Rte 236)	497' E to end of cul-de-sac	0.09

## NOTES:

620' of sidewalk on left side to be maintained by VDOT.

TOTALS: 0.09

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS</b> <b>FAIRFAX, VA</b> Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b> REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. <b>PLAN NUMBER:</b> 5787-SD-001 <b>SUBDIVISION PLAT NAME:</b> Ferry Landing Preserve <b>COUNTY MAGISTERIAL DISTRICT:</b> Mount Vernon	
<b>ENGINEERING MANAGER:</b> Imad Salous <b>BY:</b> <u>Houda Ali, PMP</u>		<b>FOR OFFICIAL USE ONLY</b> <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>5/28/2015</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Ferry Hall Court	CL of Ferry Landing Road (Rte 623) - 220' SE of CL Lynnhall Place (Rte 7762)	294.61' SW to End of cul-de-sac	0.05
<b>TOTALS:</b>			0.05

**NOTES:**  
 390' of sidewalk on both sides of Ferry Hall Court to be maintained by VDOT.  
 350' of sidewalk on South side of Ferry Landing Road to be maintained by VDOT.

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Highland Street/Backlick Road/Amherst Avenue Pedestrian Intersection Improvements Project (Lee District)

ISSUE:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of pedestrian intersection improvements at Highland Street/Backlick Road/Amherst Avenue, for Project 5G25-060-005 (Fund 5G25-060-000, Pedestrian Improvements – 2014)

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for October 20, 2015, commencing at 4:30 p.m.

TIMING:

Board action is requested on September 22, 2015, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:

This project consists of the installation of ADA compliant curb ramps, pedestrian signals, crosswalks, and portions of sidewalk. Additionally, a replacement bus shelter will be installed along northbound Backlick Road.

Land rights for these improvements are required on four properties. The construction of this project requires the acquisition of deeds of dedication, grading agreement and temporary construction easements, and a permit from the Fairfax County School Board.

Negotiations are in progress with the affected property owners; however, one of the property owners is a defunct corporation for which no contact or representative information can be located, and because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. §§ 15.2-1903 through

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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 in the amount of \$35,528,724 is available in project 5G25-060-000, Pedestrian Improvements – 2014, in Fund 30050, Transportation Improvements. No additional funding is being requested from the Board and there is no impact to the General Fund.

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

# HIGHLAND STREET/BACKLICK ROAD/AMHERST AVENUE



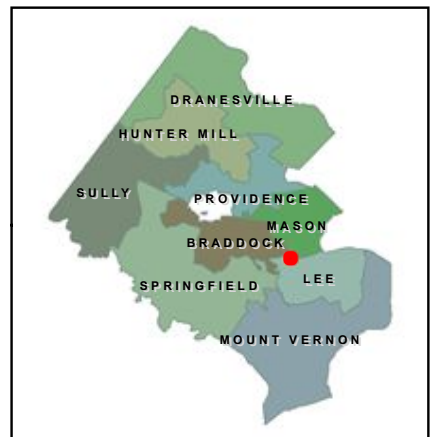
Tax Map: 80-2 & 80-4

Project 5G25-060-005  
Lee District

Affected Properties:

Proposed Improvements:

0 0.0225 0.045 0.09  
Miles



ATTACHMENT B

LISTING OF AFFECTED PROPERTIES  
Project 5G25-060-005  
Highland Street/Backlick Road/Amherst Avenue Pedestrian Intersection Improvements  
(Lee District)

PROPERTY OWNER(S)

- |    |   |                  |
|----|---|------------------|
| 1. | Fairfax County School Board   | 080-2-01-0021    |
|    | Address:<br>5801 Backlick Road<br>Springfield, VA 22150   |                  |
| 2. | Khanh Hoang Tran  | 080-4-02-03-0023 |
|    | Address:<br>6927 Highland Street<br>Springfield, VA 22150   |                  |
| 3. | Sue C. Bolt   | 080-4-02-12-0001 |
|    | Address:<br>5817 Backlick Road<br>Springfield, VA 22150   |                  |
| 4. | Crestwood Construction Corporation and/or<br>Unknown Owners   | 080-4-04-0000-A  |
|    | Address:<br>(No property address; Vacant land situated between<br>Backlick Road, Amherst Avenue, and Highland Street) |                  |



ADMINISTRATIVE – 6

Board Approval of the Distribution of Plain English Explanations for the 2015 County Bond Referendums for Improvements to Public Schools and Public Safety Facilities

ISSUE:

Board approval of the printing and distribution of explanatory statements for the two bond referendums to be held in conjunction with the November general elections on whether the County should be authorized to issue bonds to improve public schools and public safety facilities. If approved by the Board, staff plans to make these explanatory statements available at County polling places for absentee voters prior to the referendums and for all other voters on Election Day.

RECOMMENDATION:

The County Executive recommends that the Board authorize the preparation and printing of these plain English statements for each County bond referendum.

TIMING:

Early Board action is recommended to provide time for the printing and distribution of the explanation to County residents prior to the election.

BACKGROUND:

On June 2, 2015, the Board of Supervisors adopted two resolutions, each of which asked the Fairfax County Circuit Court to order a special election on November 3, 2015, on different bond authorization questions. Specifically, the Board asked the Court to order separate special elections on whether the Board should be authorized to issue bonds for public schools in the maximum principal amount of \$310,000,000, and for public safety facilities in the maximum principal amount of \$151,000,000. Pursuant to that Board action, the County Attorney petitioned the Circuit Court for such orders, and on June 15, 2015, Circuit Court Chief Judge Bruce White ordered the special elections as requested.

Virginia Code § 24.2-687 requires localities to prepare explanations of referendum questions involving the issuance of bonds. Each explanation must include the ballot question and a neutral explanation of not more than 500 words prepared by the locality's attorney in "plain English." The explanation must (i) state the estimated maximum amount of the bonds proposed to be issued, and (ii) state the proposed use of the bond proceeds, and if there is more than one use, state the proposed uses for

which more than 10 percent of the total bond proceeds is expected to be used. Pursuant to Section 203 of the federal Voting Rights Act and the language minority determinations of the Director of the United States Bureau of the Census on October 13, 2011, these explanations must be made available in Spanish as well as in English. As in the past, staff will prepare translations of other common, non-English languages for interested citizens, but because Virginia law strictly limits the material that may be distributed within a polling place, only the English and Spanish versions will be made available in the polling places. All versions will be posted online. The plain English explanations are in addition to the bond pamphlet, which will be made available to all County households.

Staff recommends that the Board authorize the printing and distribution of the explanations in English and Spanish for these referendum elections in sufficient copies to make them available to voters at County polling places for absentee voters prior to Election Day and at all polling places during the general election on November 3, 2015.

FISCAL IMPACT:

The cost of translating and printing both explanations is estimated at \$2,500, and that cost can be met by existing FY 2016 appropriations.

ENCLOSED DOCUMENTS:

Attachment 1 – Virginia Code § 24.2-687

Attachment 2 – Draft Explanation for Public School Bonds

Attachment 3 – Draft Explanation for Public Safety Facilities Bonds

STAFF:

David P. Bobzien, County Attorney

Erin C. Ward, Senior Assistant County Attorney

Joseph M. Mondoro, Acting Chief Financial Officer

Joseph LaHait, Debt Coordinator, Department of Management and Budget

## § 24.2-687. Authorization for distribution of information on referendum elections

A. The governing body of any county, city or town may provide for the preparation and printing of an explanation for each referendum question to be submitted to the voters of the county, city or town to be distributed at the polling places on the day of the referendum election. The governing body may have the explanation published by paid advertisement in a newspaper with general circulation in the county, city or town one or more times preceding the referendum.

The explanation shall contain the ballot question and a statement of not more than 500 words on the proposed question. The explanation shall be presented in plain English, shall be limited to a neutral explanation, and shall not present arguments by either proponents or opponents of the proposal. The attorney for the county, city or town or, if there is no county, city or town attorney, the attorney for the Commonwealth shall prepare the explanation. "Plain English" means written in nontechnical, readily understandable language using words of common everyday usage and avoiding legal terms and phrases or other terms and words of art whose usage or special meaning primarily is limited to a particular field or profession.

If the referendum question involves the issuance of bonds by a locality, the locality shall provide for such printed explanation. The explanation shall (i) state the estimated maximum amount of the bonds proposed to be issued, and (ii) state the proposed use of the bond proceeds, and if there is more than one use, state the proposed uses for which more than 10 percent of the total bond proceeds is expected to be used.

B. Nothing in this section shall be construed to limit a county, city or town from disseminating other neutral materials or advertisements concerning issues of public concern that are the subject of a referendum; however, the materials or advertisements shall not advocate the passage or defeat of the referendum question.

C. This section shall not be applicable to statewide referenda.

D. Any failure to comply with the provisions of this section shall not affect the validity of the referendum.

1996, c. 297;2004, cc. 21, 399;2006, c. 302;2011, c. 590.

## **PUBLIC SCHOOL BONDS EXPLANATION**

### **Ballot Question**

#### **PUBLIC SCHOOL BONDS**

Shall the Board of Supervisors of Fairfax County, Virginia, contract a debt, borrow money, and issue capital improvement bonds in the maximum aggregate principal amount of \$310,000,000 for the purposes of providing funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system?

### **Explanation**

Virginia law permits the Fairfax County government to borrow money to buy land and construct projects by issuing general obligation bonds. General obligation bonds are sold to investors, and the bonds are repaid over time with future County revenues. The money received from the sale of the bonds is used as a source of funding for many County facilities. Bond financing permits the costs of those County facilities to be repaid over a period of years. However, prior to incurring such a County general obligation debt, the voters of the County must authorize the County to borrow those funds.

The question being presented in this referendum asks Fairfax County voters whether the County government should be authorized to contract a debt and issue bonds in the maximum amount of \$310,000,000 for a range of planned improvements to the County's public schools. If this question is approved by a majority of the voters who vote on this question and bonds are sold, then the proceeds from the sale of such bonds must be used for the purposes set forth in the ballot question. These funds will be used to construct new schools, plan and design projects, supervise construction, add onto and renovate existing school facilities, and make other physical repairs and improvements. These projects are intended to address needs created by significant increases in student enrollment, which have pushed some schools beyond capacity, as well as to improve the learning environment within certain schools which have become outdated, both technologically and instructionally. Improvements also will include upgrades to comply with the Americans with Disabilities Act. The County's current plans for the use of the proceeds of bonds that may be authorized by this referendum are set forth below. The County may in the future alter these specific plans, but in such a case the County would have to use the bonds for a purpose described in the ballot question.

### **New Construction**

Planning for the construction of one new elementary school, relocation of three modular buildings, and construction of an addition at one existing high school to enhance capacity.

### **Renovation**

Planning and/or construction of renovations of nine elementary schools, two middle schools, and two high schools.

**This explanation was prepared, printed, and made available at  
election polling places in accordance with Virginia Code § 24.2-687**

## **PUBLIC SAFETY FACILITIES BONDS EXPLANATION**

### **Ballot Question**

#### **PUBLIC SAFETY FACILITIES BONDS**

Shall the Board of Supervisors of Fairfax County, Virginia, contract a debt, borrow money, and issue capital improvement bonds in the maximum aggregate principal amount of \$151,000,000 for the purposes of providing funds, in addition to funds from public safety facilities bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of civil and criminal justice facilities, police training facilities and stations, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land?

### **Explanation**

Virginia law permits the Fairfax County government to borrow money to buy land and construct projects by issuing general obligation bonds. General obligation bonds are sold to investors, and the bonds are repaid over time with future County revenues. The money received from the sale of the bonds is used as a source of funding for many County facilities. Bond financing permits the costs of those County facilities to be repaid over a period of years. However, prior to incurring such a County general obligation debt, the voters of the County must authorize the County to borrow those funds.

The question being presented in this referendum asks Fairfax County voters whether the County government should be authorized to contract a debt and issue bonds in the maximum amount of \$151,000,000 to fund the construction, reconstruction, improvement and acquisition of public safety facilities. If a majority of voters approves the question, the County would be allowed to issue bonds to fund public safety facilities as described herein. The County's current plans for the proceeds of bonds that may be authorized by this referendum are set forth below. The County may in the future alter these specific plans, but in such a case the County would have to use the funds for a purpose described in the ballot question.

For the Fire & Rescue Department, plans include \$51 million to renovate or replace five aging fire stations: Merrifield (Fire Station 30), Reston (Fire Station 25), Penn Daw (Fire Station 11), Woodlawn (Fire Station 24), and Edsall (Fire Station 26). These fire stations are between 36 and 48 years old and require the replacement of major building subsystems, larger equipment bays, and enhanced bunkrooms and locker facilities for male and female personnel.

For the Police Department, plans include \$100 million for two police stations and three specialized operational facilities. A new co-located police facility and Animal Shelter in the South County would allow the department to organize smaller patrol areas and decrease response times throughout the County. The Franconia District Station is over 20 years old, in need of

building system replacements, and has reached its operational and personnel capacity limits for areas such as locker rooms, and crime scene processing.

Bond funds would provide for the renovation and expansion of the following three specialized operational facilities. First, the Heliport facility faces limitations such as undersized bays, office, training and maintenance space, and a slope on the landing pad that causes problems in winter conditions. Second, the Operations Support Bureau houses the Police Department's specialty units and the current layout creates inadequate space for operations and training and limited storage for specialty equipment. In addition, the Motorcycle Squad facility is currently in a temporary warehouse building. Third, the Emergency Vehicle Operations and K9 Center were first built in 1995 as temporary structures, and have limited space for staff training and locker rooms.

**This explanation was prepared, printed, and made available at  
election polling places in accordance with Virginia Code § 24.2-687**

ADMINISTRATIVE - 7

Supplemental Appropriation Resolution AS 16063 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant

ISSUE:

Board of Supervisors' approval of Supplemental Appropriation Resolution AS 16063 for the Fire and Rescue Department (FRD) to accept grant funding in the amount of \$3,721,788 from the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) for the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. Funding will support 18/18.0 FTE merit firefighter medic positions from September 22, 2015 to September 21, 2017.

As the Board may recall, a Board item was submitted on March 3, 2015 requesting approval to apply for 2014 SAFER funding. The department applied for funds under the Hiring of Firefighters Activity to create 18/18.0 FTE additional merit firefighter medic positions to ensure that there is an adequate cadre of personnel to staff six truck companies according to the National Fire Protection Association (NFPA) standard of four person minimum staffing. The County is under no obligation to continue funding these positions once the period of performance expires. However, since these positions are included in the Public Safety Staffing Plan, it is intended that they will continue indefinitely and the General Fund will need to fund these positions beginning in FY 2018.

There is no Local Cash Match directly associated with accepting the grant funds; however, costs associated with training, equipment, and overtime are not covered by the grant and must be funded by the County. Therefore, the required Fairfax County contribution over the two year period is \$412,524 bringing total funding for this initiative to \$4,134,312. The required County contribution is available in the Federal-State Grant fund.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 16063 for the Fire and Rescue Department to accept grant funding in the amount of \$3,721,788 from the U.S. Department of Homeland Security and the Federal Emergency Management Agency for the SAFER grant program. Funding will support 18/18.0 FTE merit firefighter medic positions for a two year period. There is no Local Cash Match directly associated with accepting the grant funds; however, costs associated with training, equipment, and overtime are not covered by the grant and must be funded by the County. Therefore, the required



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Fairfax County contribution over the two year period is \$412,524 bringing total funding for this initiative to \$4,134,312.

TIMING:

Board approval is requested on September 22, 2015.

BACKGROUND:

The purpose of SAFER is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire related hazards as prescribed by the National Fire Protection Association (NFPA) standards. NFPA 1710, section 5.2.2.2.1, states truck companies shall be staffed with a minimum of four firefighters. Achieving industry standard staffing levels will increase firefighter safety, reduce injuries and provide citizens with the best chance of rescue and survival. FRD will utilize SAFER funds by adding 18/18.0 FTE merit firefighter medic positions and thus bringing the remaining six truck companies (each with three shifts) into compliance with NFPA safe-staffing standards. Accomplishing the objective of staffing ladder trucks with four person crews is FRD's top safe staffing priority.

The County is not required to retain SAFER-funded firefighters beyond the two year period. However, grantees are required to maintain the number of authorized funded positions as declared at the time of application plus the awarded firefighter positions throughout the two year period of performance. Since these positions are included in the Public Safety Staffing Plan, it is intended that they will continue indefinitely and the General Fund will need to fund these positions beginning in FY 2018. Full year funding is approximately \$2.1 million.

Crew size is a crucial factor affecting the capability to accomplish critical fireground tasks on-scene safely, efficiently, and effectively. Without sufficient staffing to accomplish vital tasks simultaneously, some tactical objectives must be delayed placing firefighters and citizens at risk. In 2010, the National Institute of Standards and Technology (NIST) conducted a study of firefighter crew sizes. The study demonstrated a four person crew was the minimum necessary to provide effective forcible entry, ventilation, search and rescue of trapped occupants. FRD committed staff to participate in over 60 of the fire experiments in this study; therefore, the findings are particularly relevant to Fairfax County operations.

A further benefit of adding the fourth firefighter/paramedic crew member is that by adding a paramedic to truck companies, advanced life support (ALS) capability will be provided on-scene more quickly, especially when ALS engine companies or ALS units are already assigned to other events. This will provide a paramedic on-scene with any first arriving unit, allowing emergency medical intervention to be initiated immediately, and improving advanced life support response times.

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FRD received notification of award July 31, 2015, and although the Board has not yet accepted the award, per SAFER guidelines, the allowed 180-day recruitment begins the day the award is offered. The grant period of performance is September 22, 2015 through September 21, 2017.

FISCAL IMPACT:

Funding in the amount of \$3,721,788 has been received from the U.S. Department of Homeland Security and the Federal Emergency Management Agency for the SAFER grant program. There is no Local Cash Match directly associated with accepting the grant funds; however, costs associated with training, equipment, and overtime are not covered by the grant and must be funded by the County. Therefore, the required Fairfax County contribution over the two year period is \$412,524 bringing total funding for this initiative to \$4,134,312. The required County contribution is available in the Federal-State Grant fund. Formal budget appropriation will be requested as part of the *FY 2016 Third Quarter Review*. This grant does allow for the recovery of indirect costs; however, because the SAFER grant awards are highly competitive, the FRD did not include indirect costs as part of the application.

CREATION OF NEW POSITIONS:

A total of 18/18.0 FTE merit positions will be created through this grant award. The County is under no obligation to continue funding these positions once grant funding is expended. However, grantees are required to maintain the number of authorized funded positions as declared at the time of application plus the awarded firefighter positions throughout the period of performance.

ENCLOSED DOCUMENTS:

Attachment 1 – Supplemental Appropriation Resolution AS 16063  
Attachment 2 – Award Letter

STAFF:

David M. Rohrer, Deputy County Executive  
Richard R. Bowers, Fire Chief, Fire and Rescue Department  
Cathi Schultz Rinehart, Fiscal Services Division Director, Fire and Rescue Department  
Chinaka A. Barbour, Budget Analyst, Fire and Rescue Department

### SUPPLEMENTAL APPROPRIATION RESOLUTION AS 16063

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on September 22, 2015, at which a quorum was present and voting, the following resolution was adopted:

**BE IT RESOLVED** by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2016, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G9292, Fire and Rescue Department	\$4,134,312
Grant:	1920028-2014, SAFER Grant	

Reduce Appropriation to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G8787, Unclassified Administrative Expenses	\$4,134,312

Source of Funds: U.S. Department of Homeland Security, \$3,721,788  
County Contribution, \$412,524

A Copy - Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mrs. Cathi Schultz Rinehart  
Fairfax County Fire and Rescue Department  
4100 Chain Bridge Road  
Fairfax, Virginia 22030-7000

Re: Grant No. EMW-2014-FH-00832

Dear Mrs. Schultz Rinehart:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$3,721,788.00. As a condition of this award, you are required to contribute a cost match in the amount of \$0.00 of non-Federal funds, or 0 percent of the Federal contribution of \$3,721,788.00.

**Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system.** By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2014 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

**Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:


**Step 1:** Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

**Step 2:** If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom

portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in dark ink, appearing to read "B. Kamoie", with a horizontal line drawn underneath it.

Brian E. Kamoie  
Assistant Administrator  
Grant Programs Directorate

ADMINISTRATIVE - 8

Supplemental Appropriation Resolution AS 16060 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund (COF) for Navy Federal Credit Union

ISSUE:

Board of Supervisors' approval of Supplemental Appropriation Resolution AS 16060 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of \$1,000,000 from the Commonwealth of Virginia as part of the Commonwealth's Development Opportunity Fund for Navy Federal Credit Union. This grant will assist the County with the expansion of Navy Federal Credit Union's headquarters operation. No Local Cash Match is required. However, Fairfax County will provide transportation improvements scheduled in the Providence District.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 16060 for the FCEDA to accept grant funding in the amount of \$1,000,000 to convey to Navy Federal Credit union as the state portion of the grant. No Local Cash Match is required. Fairfax County will provide transportation improvements in the Providence District. The transportation improvements identified for the COF match are already planned and funded within the Fairfax County Department of Transportation, and will not require any additional County funding.

TIMING:

Board approval is requested on September 22, 2015.

BACKGROUND:

Fairfax County competed with another jurisdiction for the expansion of this headquarters operation. As part of the negotiations, the Commonwealth of Virginia supported the expansion of business units within Fairfax County with a Commonwealth's Development Opportunity Fund grant. The grant is a Performance Grant and a performance agreement has been executed to ensure on behalf of Fairfax County and the Commonwealth of Virginia that the projected growth occurs.

As part of the Commonwealth's Development Opportunity Fund grant, Fairfax County must provide a local match which will be in the form of a road improvement relevant to the firm's new location in Vienna, Virginia, which is already planned and funded in the County budget. The road improvement was identified by coordinating with Fairfax County Department of Transportation.

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In addition, as stated in the Performance Agreement, the Commonwealth of Virginia will provide the following incentive. Please note that this does not pass through the County nor does it require a County match.

- Estimated funding of \$480,000 from the Virginia Jobs Investment Program (VJTIP)

FISCAL IMPACT:

Funding in the amount of \$1,000,000 will be provided to Fairfax County to be made available to Navy Federal Credit Union for the costs of the tenant build-out of the new facility in Vienna as permitted by Section 2.2-115(C) of the Virginia Code and as permitted by the current COF statute. There is no Local Cash Match required. However, Fairfax County must provide a road improvement relevant to the firm's new location. This improvement has already been identified, planned, and funded within the Fairfax County Department of Transportation. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. A schedule of COF payments has been set forth in the Performance Agreement with metrics that have been agreed upon.

If Navy Federal Credit Union does not achieve its performance metrics as described in the Performance Agreement executed between Fairfax County and Navy Federal Credit Union, then Navy Federal Credit Union is responsible for paying that portion of the grant that it did not achieve back to Fairfax County. Fairfax County, in turn, will then refund to the Commonwealth of Virginia the funds it received from Navy Federal Credit Union. Fairfax County will not be held responsible for the financial shortfalls associated with performance metrics not met. The FCEDA will monitor the performance metrics and will provide to the Office of the County Executive information annually on the number of jobs and capital investment achieved during that time.

CREATION OF NEW POSITIONS:

No positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Supplemental Appropriation Resolution AS 16060

Attachment 2: Commonwealth's Development Opportunity Fund Performance Agreement

Attachment 3: Notification of GOF Award from the Commonwealth of Virginia

STAFF:

Gerald L. Gordon, President, FCEDA

Rodney Lusk, Director National Marketing, FCEDA

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 16060**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on September 22, 2015, at which a quorum was present and voting, the following resolution was adopted:

**BE IT RESOLVED** by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2016, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G1616, Economic Development Authority \$1,000,000

Grant: 1160007-2016, Commonwealth Development Opportunity Fund – Navy  
Federal Credit Union

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$1,000,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Economic Development Partnership, \$1,000,000

A Copy - Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors



## COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

### PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this 6<sup>th</sup> day of July, 2015, by and between the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), and **NAVY FEDERAL CREDIT UNION** (the "Credit Union"), a federally chartered credit union.

#### WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$1,000,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Credit Union to improve its headquarters facilities by constructing a new building located in the Locality at 1007 Electric Avenue (as further identified by Fairfax County Tax Map No. 39-3 ((2)) Lot 3a (the "Facility") and equipping and operating the Facility, thereby making a significant Capital Investment and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds from the COF Grant to the Credit Union with the expectation that the Credit Union will meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality and the Credit Union desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Credit Union regarding Capital Investment and New Job creation and Maintenance, the obligation of the Locality to provide a local match for the COF Grant, and the obligation of the Credit Union to repay all or part of the COF Grant under certain circumstances;

WHEREAS, it is anticipated that the acquisition, construction, equipping, and operation of the Facility will entail a capital expenditure by or on behalf of the Credit Union of approximately \$114,600,000, of which approximately \$12,000,000 will be invested in furniture, fixtures, and equipment, approximately \$11,600,000 will be invested in the purchase and demolition of two existing buildings, and approximately \$91,000,000 will be invested in the construction of a new building;

WHEREAS, it is anticipated that the acquisition, construction, equipping, and operation of the Facility will further entail the creation and Maintenance of 600 New Jobs; and

WHEREAS, the Locality has determined that the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:



NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Average Annual Wage” means the average salary of all New Jobs as determined by dividing total payroll (W-2 compensation) for New Jobs divided by total New Jobs.

“Capital Investment” means a capital expenditure by or on behalf of the Credit Union on or after March 1, 2015, in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, by or on behalf of the Credit Union will qualify as Capital Investment. The total expected capital expenditure of \$114,600,000 is referred to in this Agreement as the “Capital Investment.”

“Maintain” means that the New Jobs created will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Credit Union’s employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment in the Locality for a position of an indefinite duration and eligible for the standard fringe benefits the Credit Union provides to its permanent full-time employees. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Credit Union’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth outside of the Locality, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 3477 full-time jobs at the Credit Union’s existing facilities in the Locality as of March 1, 2015.

“Performance Date” means September 1, 2020. The Performance Date shall not be subject to extension.

“Targets” means the Credit Union’s obligations, as of the Performance Date, (i) to make or cause to be made Capital Investments at the Facility of at least \$114,600,000 and (ii) to create and Maintain in the Locality at least 600 New Jobs paying an Average Annual Wage of at least \$53,535, with at least 65 of such New Jobs paying an Average Annual Wage of at least \$94,637.

“Virginia Code” means the Code of Virginia of 1950, as amended.

## **Section 2. Targets; Statutory Criteria.**

By the Performance Date, the Credit Union will acquire, construct, equip, and operate the Facility in the Locality, and make or cause to be made a Capital Investment of at least \$114,600,000. Further, by the Performance Date, the Credit Union will create and Maintain in the Locality at least 600 New Jobs paying an Average Annual Wage of at least \$53,535, with at least 65 of such New Jobs paying an Average Annual Wage of at least \$94,637.

The Locality hereby strongly encourages the Credit Union to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

The Average Annual Wage of at least 65 of the New Jobs of at least \$94,637 is more than the prevailing average annual wage in the Locality of \$78,310. The Locality is not a high-unemployment locality, with an unemployment rate for 2013, which is the last year for which such data is available, of 4.3% as compared to the 2013 statewide unemployment rate of 5.5%. The Locality is not a high-poverty locality, with a poverty rate for 2013, which is the last year for which such data is available, of 6.0% as compared to the 2013 statewide poverty rate of 11.7%.

## **Section 3. Disbursement of COF Grant.**

By no later than November 1, 2015, the Locality will request the disbursement to it of the COF Grant. If not so requested by the Locality by November 1, 2015, this Agreement will terminate. The Locality and the Credit Union will be entitled to reapply for a COF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The COF Grant in the amount of \$1,000,000 will be paid to the Locality upon its request. Within 30 days of its receipt of the COF Grant proceeds, the Locality will disburse the COF Grant proceeds to the Credit Union as an inducement to the Credit Union to achieve the Targets. The Credit Union will use the COF Grant proceeds for construction and build-out of the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

## **Section 4. Break-Even Point; State and Local Incentives.**

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs with the Commonwealth's expenditures on incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$1,000,000

Virginia Jobs Investment Program ("VJIP")

\$480,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3. The VJIP proceeds shall be used by the Credit Union to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* Provided that the Commonwealth pays the COF Grant to the Locality, the Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Acceleration and Development of Roadway Infrastructure and Storm Water Management Improvement Project at the Intersection of Electric Avenue and Cedar Lane (the "Infrastructure Improvement Project") (Estimated)	\$1,000,000

If, by the Performance Date, the funds disbursed or committed to be disbursed by the Locality associated with the acceleration and development of the Infrastructure Improvement Project total less than the \$1,000,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional non-cash grant in the nature of public infrastructure improvements, to or for the benefit of the Credit Union, of the difference at the Performance Date, so long as the Credit Union has met its Targets. Any changes to the Locality's incentives from the incentives described above will require the prior approval of the Credit Union and VEDP.

The Credit Union acknowledges and agrees that the Infrastructure Improvement Project and resulting improved access to the Facility is an important factor in the Credit Union's decision to acquire, construct, equip, and operate the Facility in the Locality. The Locality believes that the Infrastructure Improvement Project will benefit the Credit Union, surrounding businesses and residents, and the traveling public.

#### **Section 5. Repayment Obligation.**

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Credit Union make a Capital Investment of at least \$5,000,000 and create and Maintain at least 50 New Jobs paying an average annual wage of at least \$78,310 in order to be eligible for the COF Grant. Failure by the Credit Union to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the entire COF Grant must be repaid by the Credit Union to the Locality.

(b) *If Statutory Minimum Eligibility Requirements are Met:* The provisions of this subsection (b) shall become applicable only if the Credit Union has met the statutory minimum eligibility requirements set forth in subsection (a). Solely for purposes of repayment, the COF Grant is to be allocated as \$500,000 (50%) for the Capital Investment Target and \$500,000

(50%) for the New Jobs Target. Further, the \$500,000 allocated to the New Jobs Target shall be allocated as \$250,000 for the 600 New Jobs required to have an Average Annual Wage of at least \$53,535 and \$250,000 for the 65 of such New Jobs required to have an Average Annual Wage of at least \$94,637. If the Credit Union has met at least 90% of all of the Targets at the Performance Date (meaning that it has made Capital Investments of at least \$103,140,000 and has created and Maintained at least 540 New Jobs paying an Average Annual Wage of at least \$53,535, with at least 59 of such New Jobs paying an Average Annual Wage of at least \$94,637), then and thereafter the Credit Union is no longer obligated to repay any portion of the COF Grant. If the Credit Union has not met at least 90% of any of its Targets at the Performance Date, the Credit Union shall repay to the Locality that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Credit Union has made only \$85,950,000 in Capital Investment (reflecting a 25% shortfall in its achievement of the Capital Investment Target) and has created and Maintained only 420 New Jobs paying an Average Annual Wage of at least \$53,535 (reflecting a 30% shortfall in its achievement of that portion of the New Jobs Target allowing the lower wages), with only 42 of such New Jobs paying an Average Annual Wage of at least \$94,637 (reflecting a 35% shortfall in its achievement of that portion of the New Jobs Target requiring the higher wages), the Credit Union shall repay to the Locality 25% of the moneys allocated to the Capital Investment Target (\$125,000), 30% of the moneys allocated to that portion of the New Jobs Target allowing the lower wages (\$75,000), and 35% of the moneys allocated to that portion of the New Jobs Target requiring the higher wages (\$87,500).

(c) *Determination of Inability to Comply:* If the Locality or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Credit Union is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality or VEDP shall have promptly notified the Credit Union of such determination, the Credit Union must repay the entire COF Grant to the Locality. Such a determination will be based on such circumstances as a bankruptcy filing by or on behalf of the Credit Union, the liquidation of the Credit Union, an abandonment of the Facility by the Credit Union, or other similar significant event that demonstrates that the Credit Union will be unable or is unwilling to satisfy the Targets for the COF Grant.

(d) *Repayment Dates:* ***Such repayment shall be due from the Credit Union to the Locality within ninety days of the Performance Date or the Determination Date, as applicable.*** Any moneys repaid by the Credit Union to the Locality hereunder shall be repaid by the Locality promptly to VEDP for redeposit into the Governor's Development Opportunity Fund. The Locality shall use its reasonable efforts to recover such funds, including legal action for breach of the Credit Union's obligation to make repayments as required by this Agreement. The Credit Union shall be liable for all attorneys' fees and costs incurred by the Locality in connection with any legal action brought to collect such funds. The Locality shall have no responsibility for the repayment of any sums hereunder unless said sums have been received by the Locality from the Credit Union.

## **Section 6. Credit Union Reporting.**

The Credit Union shall provide, at the Credit Union's expense, detailed verification reasonably satisfactory to the Locality and VEDP of the Credit Union's progress on the Targets. Such progress reports will be provided annually on or before December 1, commencing December 1, 2017, and covering the period through the prior September 1. Further, the Credit Union shall provide such progress reports at such other times as the Locality or VEDP may reasonably require. Such progress reports will substantiate the amount of the Capital Investment, the number of New Jobs created and Maintained, the Average Annual Wage paid to those employees (broken out by all New Jobs and those New Jobs requiring the higher wages), and the average level of fringe benefits provided to those employees.

The Credit Union hereby authorizes the Department of Tax Administration for the Locality to release to VEDP the Credit Union's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target.

#### **Section 7.     Notices.**

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Credit Union, to:

Navy Federal Credit Union  
820 Follin Lane  
Vienna, VA 22180  
Email: george\_eichert@navyfederal.org  
Attention: George E. Eichert

with a copy to:

Navy Federal Credit Union  
820 Follin Lane  
Vienna, VA 22180  
Email: Lesley\_ivanjack@navyfederal.org  
Attention: Lesley Ivanjack

if to the Locality, to:

County of Fairfax, Virginia  
12000 Government Center Parkway  
Suite 552  
Fairfax, Virginia 22035-0066  
Facsimile: 703.324.2531

with a copy to:

County of Fairfax, Virginia  
12000 Government Center Parkway  
Suite 549  
Fairfax, Virginia 22035-0066  
Facsimile: 703.324.2531

Email: Edward.Long@FairfaxCounty.gov  
Attention: Edward L. Long, Jr., County  
Executive

Email: David.Bobzien@FairfaxCounty.gov  
Attention: David P. Bobzien, County Attorney

with a further copy to:

Fairfax County Economic  
Development Authority  
8300 Boone Boulevard  
Suite 450  
Tysons Corner, Virginia 22182  
Facsimile: 703.813.1269  
Email: ggordon@fceda.org  
Attention: Gerald L. Gordon, Ph. D., President  
and CEO

if to VEDP, to:

Virginia Economic Development Partnership  
901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: mbriley@yesvirginia.org  
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership  
901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

## **Section 9. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Credit Union may not assign its rights and obligations under this Agreement without the prior written consent of the Locality and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Fairfax, Virginia, and such litigation shall be brought only in such court. In the event of any such litigation, the Locality shall notify the President and Chief Executive Officer of VEDP in writing.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Performance Agreement as of the date first written above.

**COUNTY OF FAIRFAX, VIRGINIA**

By Edward L. Long Jr.  
Name: Edward L. Long Jr.  
Title: County Executive  
Date: 7/16/2015

**NAVY FEDERAL CREDIT UNION**

By George E. Eichert  
Name: George E. Eichert  
Title: Senior Vice President, Admin Services  
Date: July 6, 2015





# *COMMONWEALTH of VIRGINIA*

*Office of the Governor*

Maurice A. Jones  
Secretary of Commerce and Trade

March 19, 2015

Mr. Edward L. Long, Jr.  
County Executive  
Fairfax County  
12000 Government Center Parkway, Suite 552  
Fairfax, Virginia 22035

Dear Mr. Long:

I am delighted to inform you that Governor McAuliffe has preliminarily approved a \$1,000,000 grant from the Governor's Opportunity Fund to assist Fairfax County with the expansion of Navy Federal Credit Union. Formal approval will occur when Navy Federal finalizes its decision and we can jointly announce this significant accomplishment for your community.

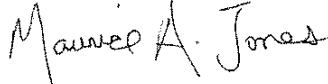
The Navy Federal facility is extremely important to both the Commonwealth and Fairfax County, and we are hopeful that the Opportunity Fund Grant will encourage Navy Federal to make a favorable decision. You certainly have our full support as we work to this end. If you are successful in securing this commitment from Navy Federal to expand in Fairfax County, please notify Suzanne Clark at the Virginia Economic Development Partnership (804-545-5806) so that the announcement of their decision can be coordinated with the company and you. Governor McAuliffe has followed this project closely and would like to participate in the official announcement if his schedule permits. If not, a mutually agreed upon joint press release is the appropriate vehicle for the public disclosure of this project.

We would like to remind you that in accordance with the Governor's Opportunity Fund guidelines, a performance agreement between the County and Navy Federal is essential prior to the actual payment of this grant. This item will be required when your payment request is submitted.

Mr. Edward L. Long, Jr.  
March 19, 2015  
Page Two

I want to thank you for your efforts in working on this project to bring economic growth to Fairfax.

Sincerely,

  
Maurice A. Jones

MAJ:kme

cc Mr. Martin J. Briley  
Virginia Economic Development Partnership

Ms. Suzanne Clark  
Virginia Economic Development Partnership

ADMINISTRATIVE – 9

Authorization for the Fairfax County Department of Public Safety Communications to Apply for and Accept Grant Funding from the Commonwealth of Virginia E-911 Services Board PSAP Grant Program

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Department of Public Safety Communications (DPSC) to apply for and accept funding, if received, from the Commonwealth of Virginia E-911 Services Board PSAP Grant Program in the amount of \$1,225,000. Grant Funding will be used to procure services from a vendor to supply Next Generation 9-1-1 (NG9-1-1) Call routing network and functional capabilities to support Northern Virginia Public Safety Answering Point (PSAP) jurisdictions in a transition from the legacy network onto the NG9-1-1 network. The grant period for this award is July 1, 2016 to June 30, 2018. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Public Safety Communications to apply for and accept funding, if received, from the Commonwealth E-911 Services Board in the amount of \$1,225,000. Funding will be used to procure services from a vendor to supply Next Generation 9-1-1 (NG9-1-1) Call routing network and functional capabilities to support Northern Virginia Public Safety Answering Point (PSAP) jurisdictions in a transition from the legacy network onto the NG9-1-1 network. All projects will be implemented in accordance with the program guidance documents. No new positions will be created with this grant and no Local Cash Match is required.

TIMING:

Board approval is requested on September 22, 2015.

BACKGROUND:

Fairfax County, on behalf of the other Northern Virginia jurisdictions and in coordination with other jurisdictions in the National Capital Region (NCR), is seeking to provide regional capabilities for an Emergency Services Internet Protocol (IP) network (ESInet)

and Next Generation 9-1-1 (NG9-1-1) Core services (NGCS) vendor hosted platform that is in compliance with National Emergency Number Association (NENA) i3 technical and functional standards and provides a migration path from today's legacy 9-1-1 carrier network. This specific grant is a shared services type PSAP grant request with Fairfax County as the lead applicant but also includes the following six Northern Virginia jurisdictions as participants in the grant: Arlington County, City of Alexandria, Fauquier County, Loudoun County, Prince William County and Stafford County.

The existing 9-1-1 legacy network infrastructure and associated equipment in the NCR is dated and reaching end of life. The legacy technologies of the traditional time division multiplex (TDM) carrier network limit the capabilities of 9-1-1 service in the NCR and the incumbent carrier is intent on transitioning service off the legacy selective router network to more sustainable and IP based capabilities as soon as practicable. Public safety answering points (PSAPs) in the NCR, which combined handle over 5 million 9-1-1 calls annually, are limited in the amount and types of information that can be gathered through the network about an emergency call and the caller. This grant request is directed toward supporting the transition off the existing Verizon 9-1-1 Selective Routers located at the Fairfax Central Office and the Alexandria Central Office and redirecting the associated legacy costs to support a more capable NG9-1-1 network.

Consumers are using powerful mobile devices with advanced applications that are able to quickly locate the handset, sharing information such as photos and videos, and for communicating with one another through multiple means such as text messaging, video chat, and voice calls. The consumer's expectation is that their local emergency services providers have similar capabilities for communicating to 9-1-1 callers and in collaborating with neighboring jurisdictions. Unfortunately, this is not the case with today's Enhanced 9-1-1 (E9-1-1) systems in the NCR. Recognizing that today's E9-1-1 is supported by outdated legacy technology, the need exists for the NCR PSAP partners to assess regional 9-1-1 systems and associated governing business processes to plan a transition to NG9-1-1 systems. This grant request is one avenue of seeking funding to fund a transition to a new 9-1-1 regional network.

NG9-1-1's foundation is a standards-based, IP network enabled with advanced applications and systems that provide improvements in call processing capabilities, information sharing, and system resiliency. PSAPs may receive, through an NG9-1-1 network, more robust descriptive information about a call, caller, and their location and share that information directly with first responders.

Board Agenda Item  
September 22, 2015

FISCAL IMPACT:

If awarded, grant funds from the Commonwealth of Virginia E-911 Services Board in the amount of \$1,225,000 will be used to procure a vendor supplied and supported hosted network capability that will direct 9-1-1 calls to individual 9-1-1 jurisdiction centers. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Application Summary

STAFF:

David Rohrer, Deputy County Executive

Steve Souder, Director, Department of Public Safety Communications

Steve McMurrer, 9-1-1 Systems Administrator, Department of Public Safety Communications

## NOVA NG9-1-1 ESINET AND CORE FUNCTIONS SUMMARY OF GRANT PROPOSAL

This summary has been provided detailing the specifics of the application which will be filed September 30, 2015.

<b>Grant Title:</b>	<u>NOVA NG9-1-1 ESInet and Core Functions</u>
<b>Funding Agency:</b>	Commonwealth of Virginia E-911 Services Board
<b>Applicant:</b>	Fairfax County Department of Public Safety Communications (DPSC)
<b>Partner:</b>	Adjacent 9-1-1 agencies in Arlington County, City of Alexandria, Fauquier County, Loudoun County, Prince William County and Stafford County
<b>Purpose of Grant:</b>	<p>Fairfax County, on behalf of the other Northern Virginia jurisdictions and in coordination with other jurisdictions in the National Capital Region (NCR), is seeking to provide regional capabilities for an Emergency Services Internet Protocol (IP) network (ESInet) and Next Generation 9-1-1 (NG9-1-1) Core services (NGCS) vendor hosted platform. This specific grant is a shared services type PSAP grant request with Fairfax County as the lead applicant but also includes the following six Northern Virginia jurisdictions as participants in the grant: Arlington County, City of Alexandria, Fauquier County, Loudoun County, Prince William County and Stafford County.</p> <p>The existing 9-1-1 legacy network infrastructure and associated equipment in the NCR is dated and reaching end of life. The legacy technologies of the traditional time division multiplex (TDM) carrier network limit the capabilities of 9-1-1 service in the NCR and the incumbent carrier is intent on transitioning service off the legacy selective router network to more sustainable and IP based capabilities as soon as practicable. This grant request is directed toward supporting the transition off the existing Verizon 9-1-1 Selective Routers located at the Fairfax Central Office and the Alexandria Central Office and redirect the associated legacy costs to support a more capable NG9-1-1 network.</p>
<b>Funding Amount:</b>	\$1,225,000 Total
<b>Proposed Use of Funds:</b>	Contracted services to a Vendor supplied regional hosted network for 9-1-1 call processing.
<b>Target Population:</b>	All citizens who will use or request emergency services through 9-1-1 in the future. This is a multi-year project to provide infrastructure to upgrade the regional 9-1-1 network to support all emergency service requests through a call or text to 9-1-1.

**Performance Measures:** The success of this project, after full implementation, will be measured on the following types of measures:

1. Improved Average Time to Answer 9-1-1 Calls (Legacy vs. NG9-1-1 comparisons where possible) for Voice Calls, Text Message "Calls," Video Session "Calls," and Multi-media "Calls."
2. Transition of PSAPs to NG9-1-1 - Number of NCR PSAPs on the 9-1-1 Current Verizon Network vs. NG9-1-1 Network.
3. NG9-1-1 GIS Location Accuracy - NG9-1-1 GIS Map Data Accuracy vs. MSAG Accuracy.
4. Interoperability Coverage - Improved Ability for NCR PSAPs to interoperate as backup centers.

**Grant Period:** July 1, 2016 – June 30, 2018

ADMINISTRATIVE – 10

Authorization to Advertise Public Hearings on Adoption of a Proposed Amendment to the County Soils Map, Chapter 107 (Problem Soils) of the Code of the County of Fairfax, Virginia Related to the Extent of Naturally Occurring Asbestos (NOA)

ISSUE:

Board of Supervisors' authorization to advertise public hearings on adoption of a proposed amendment to the 2011 Official County Soils Map related to the extent of Naturally Occurring Asbestos (NOA). The amendment is a minor expansion of these NOA areas within Fairfax County that is mapped as potentially having NOA.

RECOMMENDATION:

The County Executive recommends that the Board authorizes the advertisement of the proposed amendment to the 2011 Official County Soils Map.

TIMING:

Board action is requested on September 22, 2015, to provide sufficient time to advertise public hearings on October 15, 2015, before the Planning Commission and on November 17, 2015 at 3:30 PM, before the Board.

BACKGROUND:

Chapter 107 (Problem Soils) of the Code of the County of Fairfax Virginia prohibits any grading and the construction of any building or structure on land containing problem soils until adequate safeguards have been taken. Problem soils include soils and bedrock that may contain NOA. In defining problem soils, Article 2 of the ordinance references an "official map" of problem soils adopted by the Board. The 2011 Official County Soils Map adopted by the Board includes an overlay depicting areas of potential NOA.

The proposed amendment updates the County Soils Map to more accurately display the extent of potential areas of NOA. Naturally Occurring Asbestos (NOA) can be found within an approximately 10.5-square-mile vein of bedrock known as the Piney Branch Complex, locally known as greenstone. Since certain soil types are associated with this bedrock, the soils map makes it possible to predict the potential locations of NOA. Initial soil maps showing areas of potential NOA were created by the Fairfax County Soil Science Office and updated continuously until the office closed in 1996. About 40,000



acres of the county remained unmapped at that time, including areas immediately adjacent to identified areas of potential NOA. From 2003 to 2008, the United States Department of Agriculture-Natural Resources Conservation Service and the Northern Virginia Soil and Water Conservation District (NVSWCD) completed the soil mapping of Fairfax County. The new mapping was intended for general planning purposes and created at a less detailed scale than previous survey work. While the area of potential NOA was expanded into previously unmapped areas, recent reviews by NVSWCD have shown that additional expansion is needed. Intensive soil survey work by NVSWCD, starting in the winter of 2014, has shown that additional small areas of map pages 37-2, 38-3, 46-4, 47-2, 47-3, 47-4 and 48-1 have the potential to contain NOA. This will increase the total area of potential NOA in Fairfax County from 10.53 to 10.67 square miles.

Living in existing structures within areas of NOA is not considered to be hazardous because the asbestos fibers are within the bedrock and potentially in the very deep subsoil just above the bedrock, but are not thought to be found in the clayey surface soils. Any excavations in bedrock or earth moving activities within areas of NOA may expose the NOA minerals to the atmosphere allowing the fibers to become airborne so they can be inhaled. Construction activity in or near areas of NOA requires special precautions for dust control and worker protection measures to mitigate the potential health risk of breathing in the mineral. In addition, excavated rock materials from the Piney Branch Complex formation may not be used to make aggregate. NVSWCD, DPWES, and the Fairfax County Health Department have jointly created a guidance document that describes safe construction practices in areas of NOA. The document is available on NVSWCD's website.

PROPOSED AMENDMENT:

The proposed amendment revises the 2011 Official County Soils Map to more accurately delineate the extent of NOA in Fairfax County. The changes would slightly increase the extent of NOA depicted on the 2011 Official County Soils Map from the current 10.53 square miles to 10.67 square miles. The proposed changes to the 2011 Official County Soils Map appear on map pages 37-2, 38-3, 46-4, 47-2, 47-3, 47-4 and 48-1. No changes to the Problem Soils Ordinance are proposed.

REGULATORY IMPACT:

Minimal. Construction in areas of NOA is not regulated by Fairfax County except for the requirement in the Problem Soils Ordinance to comply with applicable State and Federal regulations.

Board Agenda Item  
September 22, 2015

FISCAL IMPACT:

The proposed amendment has no anticipated fiscal impact to the County.

ENCLOSED DOCUMENT:

Attachment 1 – Staff Report dated August 14, 2015

STAFF:

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

William D. Hicks, Director, Land Development Services (LDS), DPWES

Paul Shirey, Director, Code Development and Compliance Division, LDS, DPWES

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

# STAFF REPORT

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- ☒ PROPOSED COUNTY CODE AMENDMENT
- ☐ PROPOSED PFM AMENDMENT
- ☐ APPEAL OF DECISION
- ☐ WAIVER REQUEST

Proposed Amendment to the 2011 Official County Soils Map, Chapter 107 (Problem Soils) of the Code of the County of Fairfax, Virginia Related to the Extent of Naturally Occurring Asbestos (NOA)

Authorization to Advertise  
Planning Commission Hearing  
Board of Supervisors Hearing  
Prepared by:

September 22, 2015  
October 15, 2015  
November 17, 2015  
Thakur Dhakal, P.E.  
SCRD, LDS, DPWES  
(703) 324-2992  
August 14, 2015

## STAFF REPORT

A. Issue:

The adoption of a proposed amendment to the County Soils Map, Chapter 107 (Problem Soils) of the *Code of the County of Fairfax, Virginia*. Specifically, the proposed amendment revises the overlay depicting the extent of soils that may contain naturally occurring asbestos (NOA) on map pages 37-2, 38-3, 46-4, 47-2, 47-3, 47-4 and 48-1. The amendment is a minor expansion of the area within Fairfax County that is mapped as potentially having NOA.

B. Recommended Action:

Staff recommends that the Board of Supervisors (the Board) adopt the proposed amendment to the County Soils Map.

C. Timing:

Board of Supervisors authorization to advertise – September 22, 2015

Planning Commission Public Hearing – October 15, 2015

Board of Supervisors Public Hearing – November 17, 2015

Effective Date –at 12:01 a.m. November 18, 2015

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed amendment has been prepared by the Department of Public Works and Environmental Services and coordinated with the Office of the County Attorney and the Northern Virginia Soil and Water Conservation District.

F. BACKGROUND:

Chapter 107 (Problem Soils) of the *Code of the County of Fairfax Virginia* prohibits any grading and the construction of any building or structure on land containing problem soils until adequate safeguards have been taken. Problem soils include soils and bedrock that may contain NOA. In defining problem soils, Article 2 of the ordinance references an “official map” of problem soils adopted by the Board. The 2011 Official County Soils Map adopted by the Board includes an overlay depicting areas of potential NOA.

## Attachment 1

The proposed amendment updates the 2011 Official County Soils Map to more accurately display the extent of potential areas of NOA. Naturally Occurring Asbestos (NOA) can be found within an approximately 10.5-square-mile vein of bedrock known as the Piney Branch Complex, locally known as greenstone. Since certain soil types are associated with this bedrock, the soils map makes it possible to predict the potential locations of NOA. Initial soil maps showing areas of potential NOA were created by the Fairfax County Soil Science Office and updated continuously until the office closed in 1996. About 40,000 acres of the county remained unmapped at that time, including areas immediately adjacent to identified areas of potential NOA. From 2003 to 2008, the United States Department of Agriculture-Natural Resources Conservation Service and the Northern Virginia Soil and Water Conservation District (NVSWCD) completed the soil mapping of Fairfax County. The new mapping was intended for general planning purposes and created at a less detailed scale than previous survey work. While the area of potential NOA was expanded into previously unmapped areas, recent reviews by NVSWCD have shown that additional expansion is needed. Intensive soil survey work by NVSWCD, starting in the winter of 2014, has shown that additional small areas of map pages 37-2, 38-3, 46-4, 47-2, 47-3, 47-4 and 48-1 have the potential to contain NOA. This will increase the total area of potential NOA in Fairfax County from 10.53 to 10.67 square miles.

Living in existing structures within areas of NOA is not considered to be hazardous because the asbestos fibers are within the bedrock and potentially in the very deep subsoil just above the bedrock, but are not thought to be found in the clayey surface soils. Any excavations in bedrock or earth moving activities within areas of NOA may expose the NOA minerals to the atmosphere allowing the fibers to become airborne so they can be inhaled. Construction activity in or near areas of NOA requires special precautions for dust control and worker protection measures to mitigate the potential health risk of breathing in the mineral. In addition, excavated rock materials from the Piney Branch Complex formation may not be used to make aggregate. NVSWCD, DPWES, and the Fairfax County Health Department have jointly created a guidance document that describes safe construction practices in areas of NOA. The document is available on NVSWCD's website.

Asbestos exposure in the environment is regulated by the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA). Construction in areas of NOA is not prohibited by EPA or OSHA and is not regulated by Fairfax County. However, the Problem Soils Ordinance requires compliance with both State and Federal regulations. NVSWCD, DPWES, and the Fairfax County Health Department have jointly created a guidance document that describes safe construction practices in areas of NOA. The document is available on NVSWCD's website.

G. Proposed Amendment:

The proposed amendment revises the 2011 Official County Soils Map to more accurately delineate the extent of NOA in Fairfax County. The changes would slightly increase the extent of NOA depicted on the County Soils Map from the current 10.53 square miles to 10.67 square miles. The proposed changes to the 2011 Official County Soils Map appear on map pages 37-2, 38-3, 46-4, 47-2, 47-3, 47-4 and 48-1. No changes to the Problem Soils Ordinance are proposed.

H. Regulatory Impact:

Minimal. Construction in areas of NOA is not regulated by Fairfax County except for the requirement in the Problem Soils Ordinance to comply with applicable State and Federal regulations.

I. Fiscal Impact:

The proposed amendment has no anticipated fiscal impact to the County.

J. Attachments:

Attachment A – 2011 Official County Soils Map pages 37-2, 38-3, 46-4, 47-2, 47-3, 47-4 and 48-1.

ADMINISTRATIVE - 11

Authorization to Advertise Public Hearing on a Proposed Zoning Ordinance Amendment  
Re: Alternative Lending Institutions

ISSUE:

The proposed amendment seeks to define and establish alternative lending institutions, to include motor vehicle title lenders and payday lenders, as a distinct land use in select commercial zoning districts with proposed use limitations.

RECOMMENDATION:

The County Executive recommends the authorization of the proposed amendment by adopting the resolution set forth in Attachment 1.

TIMING:

Board action is requested on September 22, 2015, to provide sufficient time to advertise the proposed Planning Commission public hearing on October 21, 2015, at 8:15 p.m., and the proposed Board of Supervisors public hearing on November 17, 2015, at 4:30 p.m.

BACKGROUND:

The proposed amendment is on the 2015 Priority 1 Zoning Ordinance Amendment Work Program and is in response to an October 29, 2013, Board of Supervisor's (Board) request directing staff to research possible regulatory or land-use strategies to regulate, specifically, motor vehicle title lending companies. As proposed, the amendment will define a new principal land use of Alternative Lending Institution to include payday and motor vehicle title lenders, as regulated by the Code of Virginia; establish alternative lending institutions as a permitted use in specified Zoning Districts; and set forth those appropriate use limitations for such a use.

Currently, payday and motor vehicle title lenders do not fit squarely within an existing use classification. They have been deemed to be most similar to Financial Institutions, which are permitted by right, without limitations, in the C-1 through C-9 Commercial Districts and the I-2 through I-6 Industrial Districts. However, while similar to financial institutions, staff believes that the land use impacts associated with alternative lending institutions are unique in their own right, and more similar to those characteristics of a quick service retail use rather than a traditional office use. As such, the proposed amendment will amend Article 20 to define a new principal land use of Alternative Lending Institution to include payday and motor vehicle title lenders, as regulated by the Code of Virginia. In addition, the amendment will revise Article 4 to establish alternative

lending institutions as a permitted use in the Regional Retail (C-7) and Highway Commercial (C-8) Districts, with specific use limitations. Staff believes that these commercial zoning districts are most appropriate for the use, since they provide for a full range of commercial service uses, from office to retail, on land that has been planned and designed for appropriate transportation access to major roadways.

Regarding the proposed use limitations, the amendment further seeks to amend Article 4 to include applicable limitations for alternative lending institutions when located in the C-7 and C-8 Zoning Districts. These include: a prohibition of the use within the designated Commercial Revitalization Districts (CRDs), as staff believes that the use is contrary to the purpose and intent of the CRDs; a requirement that the use must be located within a shopping center, as opposed to being a stand-alone use; a requirement that the use cannot be located adjacent to or across a public right-of-way from specifically identified sensitive land uses, such as a public use, a child care center or a place of worship; designated hours of operation; and a prohibition of the storage or sale of automobiles from permitted sites.

A more detailed discussion is set forth in the Staff Report, enclosed as Attachment 2.

REGULATORY IMPACT:

No additional reviews or staff time are required by this amendment. In addition, while new alternative lending institutions will be permitted in the C-7 and C-8 Districts, subject to the proposed use limitations, the amendment will not impact existing payday and motor vehicle title lenders. Existing sites will become non-conforming uses and may continue business operations provided they are operating lawfully and not expanded or enlarged in any manner.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution  
Attachment 2 – Staff Report

STAFF:

Robert A. Stalzer, Deputy County Executive  
Fred Selden, Director, Department of Planning and Zoning (DPZ)  
Leslie B. Johnson, Zoning Administrator, DPZ  
Andrew B. Hushour, Deputy Zoning Administrator, DPZ



## RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on September 22, 2015, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, in the last several years, Fairfax County has seen a proliferation of those businesses commonly referred to as “motor vehicle title lenders” and “payday lenders” opening new locations in the County; and

WHEREAS, to date, motor vehicle title lenders, payday lenders, and similar businesses do not fall squarely within any existing use classification and have been designated for purposes of zoning to be most similar to a Financial Institution, and regulated accordingly; and

WHEREAS, such uses operate in a manner that is unique and different than a Financial Institution, thereby warranting their own distinct, principal land use designation; and

WHEREAS, motor vehicle title and payday lenders are typically found along heavily traveled roadways and disproportionately in low to moderate income areas/neighborhoods; and

WHEREAS, such uses are also often located within areas designated by the County as Commercial Revitalization Districts, inasmuch as these older commercial areas have been so designated and specific regulations have been drafted in order to encourage economic development and/or appropriate, viable redevelopment within their boundaries; and

WHEREAS, the locations of these uses appear to be contrary to the intent of the Commercial Revitalization Districts, and appear to have a negative economic impact on the communities at large; and

WHEREAS, considering the above, it may be appropriate to designate these uses as *alternative lending institutions*, and identify the appropriate zoning districts in which this unique land use may be established, as well as subject the same to certain use limitations that mitigate any adverse impacts on the surrounding communities; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to Chapter 112 (Zoning Ordinance) of the County Code.

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors



# FAIRFAX COUNTY

# ATTACHMENT 2 STAFF REPORT

V I R G I N I A

## PROPOSED ZONING ORDINANCE AMENDMENT

Articles 4 and 20 – Alternative Lending Institutions

### PUBLIC HEARING DATES

**Planning Commission**

October 21, 2015 at 8:15 p.m.

**Board of Supervisors**

November 17, 2015 at 4:30 p.m.

**PREPARED BY  
ZONING ADMINISTRATION DIVISION  
DEPARTMENT OF PLANNING AND ZONING  
703-324-1314**

September 22, 2015

ABH



Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

## STAFF COMMENT

The proposed amendment is on the 2015 Priority 1 Zoning Ordinance Amendment Work Program and is in response to an October 29, 2013, Board of Supervisor's (Board) request directing staff to research possible regulatory or land-use strategies to regulate, specifically, motor vehicle title lending companies. Since that time, Zoning Administration staff has been researching the topic of car title lending, to also include similar business establishments commonly referred to as 'payday lenders', and has prepared this Zoning Ordinance Text Amendment to regulate such uses, collectively, as "alternative lending institutions". The purpose of this amendment is to define and establish *alternative lending institutions* as a distinct land use in select commercial zoning districts with proposed use limitations. The amendment was presented in a conceptual format to the Board's Development Process Committee on June 9, 2015.

### **Background**

Staff's review and analysis of the proposed amendment includes both motor vehicle title and payday lending businesses. While the Board specifically requested information on car title lending companies, staff believes the uses are similar enough in nature to warrant review and possible regulation together, especially since both business types typically favor those same, specific land areas within the County – a trend that is also repeated in other communities nationwide. Both payday lending (*Va. Code Ann. § 6.2-1800 et seq.*) and motor vehicle title lending (*Va. Code Ann. § 6.2-2200 et seq.*) are regulated by the Code of Virginia, and require licensing statewide by the Virginia State Corporation Commission (SCC), Bureau of Financial Institutions. Staff relied on reports published by the SCC to identify the locations of payday lending and motor vehicle title lending business within Fairfax County. A review of this data, along with information compiled from County records such as the issuance date of a Non-residential Use Permit (Non-RUP), shows that starting in January 2012, there were approximately 16 establishments that offered motor vehicle title and/or payday loans operating within the County. However, in the roughly 3.5 years since then, the number of business establishments has nearly doubled, to 31 locations as of August 24, 2015. Of these 31 locations, 5 are regulated by the SCC as pay day lenders, 22 as motor vehicle title lenders and 4 locations are regulated as both payday and motor vehicle title lenders. A significant number of those new locations within the County in the last two years are the result of a single nationwide chain that began operating locations for the first time within the jurisdiction. The oldest location in Fairfax County began operating in February 1996, and new businesses opened only sporadically throughout the early 2000's with a significant increase in the number of new locations opening beginning in the 2011-2012 timeframe. A list of the existing locations within the County has been included as Attachment 1 of the Staff Report.

### **Current Provisions**

While Alternative Lending Institutions are not specifically defined in the Zoning Ordinance, they have been deemed to be most similar to financial institutions for purposes of regulation under the Zoning Ordinance. Financial Institutions are permitted by right, without limitations, in most of the Commercial and Industrial zoning districts, specifically in the C-1 through C-9 Districts and the I-2 through I-6 Districts. Indeed, a review of the existing alternative lending institution locations shows

businesses operating in almost exclusively Commercial Zoning Districts, with nearly three quarters of the locations within the C-6, C-7, or C-8 Zoning Districts. More importantly, staff has identified that 19 of the 31 locations are within a designated Commercial Revitalization District (CRD) and 28 of 31 locations are within a Highway Corridor Overlay District (HC). Staff's research has identified that this is also a similar trend that can be noted nationwide, in which both motor vehicle title lenders and payday lenders tend to select locations on major streets and/or within those areas that have been developed with what is generally characterized as highway commercial development. In addition, based on a study of payday lenders done by California State University, Northridge, in 2009, such businesses also tend to cluster disproportionately in low to moderate income areas/neighborhoods, around concentrations of lower wage workers, and also in proximity to military bases. The same study finds that not only do individual lenders tend to open locations in specific neighborhoods but multiple lenders tend to tightly collocate in the same areas. This has been evidenced in staff's research of alternative lending institutions in Fairfax County, where one can find multiple lenders doing business on heavily traveled arterial roadways such as Arlington Boulevard, Little River Turnpike and Richmond Highway, all within close proximity of one another, and some even directly adjacent to one another.

### **Proposed Amendment**

In response to the Board's request, and acknowledging the particular land use impacts associated with the influx of these businesses that have opened in the last 3.5 years, staff believes that distinct regulations for this specific use are appropriate. Based on the locations of existing businesses within Fairfax County, as well as research into what other communities throughout the United States have proposed and/or adopted in the way of zoning based regulations for car title and/or payday lenders, staff has drafted the framework presented in this Zoning Ordinance Text Amendment – to include the newly defined land use of alternative lending institution, the zoning districts in which it is permitted by-right, and applicable use limitations.

As previously mentioned, both payday and car title lenders are governed by provisions in the Code of Virginia. However, despite these regulations, many jurisdictions in Virginia, including Fairfax County, have seen a dramatic increase in the number of such businesses that have opened in the last 3 to 5 years. According to a 2009 working paper by researchers at George Washington University and California State University, Northridge, fringe banking institutions such as payday lenders have increased significantly in recent years, locating at high concentrations in already distressed communities, and thereby adding to their hardship. As stated in the study “[m]oreover, a concentration of payday lenders may constitute a visible sign of neighborhood decline and signal to potential troublemakers that informal social control is weak at best.” When social control is weak in a community, social science studies show that one is more likely to find increases in crime, poverty and unemployment – interrelated concepts that are most often linked together by geography in that where you find one, you will likely find the others.

### *Definition*

Staff's proposal consists of the creation of a new land use designation, referred to as an “alternative lending institution,” which includes both motor vehicle title and payday lenders. As proposed, an alternative lending institution is defined as “[a]n establishment providing short term loans to

individuals, to include, but not limited to, pay day lenders, as regulated by Chapter 18, Title 6.2, Code of Virginia, and/or motor vehicle title lenders, as regulated by Chapter 22, Title 6.2, Code of Virginia. For purposes of this Ordinance, an alternative lending institution shall not be deemed to include an OFFICE, PAWNSHOP, DRIVE-IN FINANCIAL INSTITUTION, FINANCIAL INSTITUTION or any other state or federally chartered bank, savings and loan institution, or credit union.” The proposed definition seeks to clearly distinguish between more common financial institutions, like a bank, and those businesses offering less traditional, typically short-term loan services like unsecured loans, such as a payday loan, or a motor vehicle title loan, which operates in similar fashion as a pawn shop, whereby the short-term loan is secured with collateral – the title to the borrowers vehicle. Given its similarities to both financial institutions and pawnshops, the definition includes the last sentence to qualify that alternative lending institutions are not to be deemed such uses for purposes of zoning.

### *Permitted Districts*

As proposed, the use would only be allowed by-right in the Regional Retail (C-7) and Highway Commercial (C-8) Zoning Districts, with use limitations, and these districts have been identified because of their location adjacent to heavily traveled arterial highways, as well as to major transportation facilities –locations that seem to be preferred by these type of lending companies. It is staff’s position that a by-right use with use limitations is more appropriate than requiring legislative approval in the form of a special permit or special exception, since the land use impacts associated with alternative lending institutions, while unique in their own right as discussed in more detail below, are not so dissimilar than those of financial institutions, which are permitted by-right in the Zoning Ordinance. In addition, staff strongly recommends that while allowed in the C-7 & C-8 Districts by-right, that the use be prohibited in the Commercial Revitalization Districts (CRDs) for reasons further discussed below. Generally speaking, this is most similar to, and is really an amalgamation of, the approaches taken by both Chesterfield County and the City of Manassas to regulate alternative lending institutions. Of the two approaches, the Chesterfield County Ordinance is the most recent and was adopted in 2013. It identifies “alternative financial institutions” as:

“Any establishment, other than a bank, credit union, or savings and loan, engaged in the business of making short-maturity loans on the security of (i) a check, (ii) any form of assignment of an interest in the account of an individual at a depository institution, or (iii) any form of assignment of income payable to an individual, other than loans based on income tax refunds.”

These uses are deemed conditional uses in Chesterfield County’s General Business (C-5) District, and require approval by the Chesterfield County Board of Supervisors, subject to their review against a set of guidelines that sets forth criteria such as proximity to residential uses and separation distance between two similar uses. Most notably, the Chesterfield guidelines prohibit alternative financial institutions in identified revitalization areas. It is noted that Chesterfield County’s C-5 District is most similar to the C-8 District in Fairfax County, and a conditional use permit is what the Fairfax County Zoning Ordinance refers to as a special exception.

Similarly, the City of Manassas identifies “short-term loan establishments” as:

“...a business licensed to make payday loans under Chapter 18 of Title 6.2, Code of Virginia, licensed to sell money orders or engage in the business of money transmission under Chapter 19 of Title 6.2, Code of Virginia, registered as a check casher under Chapter 21 of Title 6.2, Code of Virginia, or licensed to make motor vehicle title loans under Chapter 22 of Title 6.2, Code of Virginia. Under those provisions, banks, savings and loans institutions, credit unions, and retail stores, among others, are exempted and therefore are not "short-term loan establishments" for purposes of this chapter.”

For the City of Manassas, these uses are allowed by-right only in the General Commercial (B-4) District. Although allowed by-right, the use is deemed to be a “high impact business,” and is therefore subject to further use limitations that prohibit their location within a certain distance of residential uses, as well as other sensitive uses such as schools, church, etc. It is noted that Manassas’s B-4 District is its highest intensity commercial district, also similar in that respect to the C-8 District in Fairfax County.

As previously stated, the C-7 & C-8 Districts provide land area that is either directly accessible to, or in close proximity to, major roadways, criteria that appears to be preferred by alternative lending institutions throughout Virginia, and which are more appropriate to handle the traffic generated by such a use. Therefore, these zoning districts have been identified as the only appropriate by-right districts for such businesses, with specified use limitations to be discussed later in the report. In evaluating the possible districts for inclusion, staff concluded that such uses would not be appropriate in the commercial office districts, C-1 through C-4 Districts, as these districts either typically serve as transitional districts between residential areas and higher intensity non-residential uses, such as that in the C-1 and C-2 Districts, or are for predominantly office type uses, such as the C-3 and C-4 Districts. It is staff’s belief, as discussed in more detail below, that alternative lending institutions are more similar in their characteristics to a quick service retail use, than that of a traditional office, such as a financial institution. Furthermore, areas zoned to the lower commercial districts do not always possess direct frontage on preferred, high traffic volume roadways, as evidenced by the lack of existing businesses in these districts. Moreover, with regard to the higher intensity commercial districts, the C-5 to C-9 Districts, staff believes that the C-5 and C-6 Districts are also inappropriate for alternative lending institutions as these districts were established to provide commercial opportunities for smaller, neighborhood scale communities, with an emphasis on serving pedestrian oriented traffic. Therefore, such areas are encouraged to develop or redevelop as compact, unified centers, which is much different in scale and scope than those commercial centers that are promoted in the C-7 & C-8 Districts. That being said, the C-7 & C-8 Districts provide the most appropriate zoning categories, since they provide for the full range of commercial service uses on land that has been planned and designed for appropriate transportation access for a larger market.

Regarding the C-9 District, staff notes that there is no present land in Fairfax County zoned to this particular district and, therefore, it has not been included. Regarding the Industrial Districts, the I-I and I-1 through I-6 Districts, while financial institutions are allowed by-right in certain Industrial Districts, staff maintains that alternative lending institutions are more similar in their characteristics to a quick service retail use, than that of a traditional office, such as a financial institution. Given that purely retail uses are generally prohibited in the Industrial Districts, staff believes that alternative lending institutions would also be inappropriate in these districts.

While staff believes that the C-7 & C- 8 Districts are appropriate locations for alternative lending institutions, staff believes that the use should be prohibited in the CRDs, and a use limitation has been proposed to this effect. The purpose and intent of the CRD set forth in Section 7-1001 of the Ordinance, states, with emphasis added:

*“The Commercial Revitalization Districts are established to encourage economic development activities in the older commercial areas of the County in order to provide desirable employment and enlarge the tax base consistent with the provisions of Sections 15.2-200, 2283 and 2284 of the Code of Virginia, as amended. The districts are intended to enhance the older commercial areas of the County by providing for specific regulations which are designed to facilitate the continued viability and redevelopment of these areas.”*

In its research, staff has found both empirical and anecdotal evidence suggesting that particular land uses actually work contrary to the purpose and intent of the CRDs as identified above. Regarding payday lenders, specifically, there are academic studies that suggest the use is a financial drain on the local economies in which they operate. Simply put, when community members enter into a potential cycle of continued debt, the money paid in excessive interest rates is exported out of the local community. A 2003 study conducted by the Southwest Center for Economic Integrity of Pima County, Arizona, ( a county with a population of nearly 1 million persons that surrounds the City of Tucson), estimated that nearly \$20 million in fees for payday loans were paid out by County citizens. More importantly, these fees were collected from those areas/neighborhoods within the County that were the subject of nearly \$8 million in federal revitalization grants. The compounding effect in such instances is that money used to service the debt is not only being sent out of the community, a community that is already economically depressed and trying to redevelop, it also means that an individual then has less income to actually spend in their local economy, thereby hurting local businesses, especially small, “mom and pop” type operations. Staff believes that this is contrary to the rationale behind the establishment of the CRDs in the first place, and, furthermore, that the introduction of a less desirable land use in such sensitive areas would in no way further the goals set forth in Section 7-1001 of the Ordinance. For these reasons, staff believes that this limitation is appropriate, and it is noted that this is the same approach taken by Chesterfield County.

#### *Use Limitations*

In addition to the prohibition of alternative lending institutions within the CRDs, which is identified as the first use limitation in the draft text, staff is also proposing five other use limitations. A discussion of each use limitation follows, and for ease of reference, the discussion is presented in the format and order found in Sections 4-705 and 4-805 of the proposed text amendment language. The main purpose of the proposed use limitations is to mitigate potential impact of the proposed land use on adjacent and surrounding areas.

*Alternative lending institutions shall be permitted by right in accordance with the following:*

- A. When such use is located on a lot that is not in a Commercial Revitalization District.*

This use limitation has been discussed above.

- B. When such use is located in the building of a shopping center, with all uses within that building being connected by party walls or partitions to form one continuous structure; and*

This use limitation is similar to the provisions found in the C-7 and C-8 Districts for auto-oriented uses, such as a quick service food stores, and allows these uses to operate by-right when located in a shopping center. Staff believes that a similar use limitation is necessary for alternative lending institutions given the type and speed of the services rendered – most alternative lending institutions emphasize *ease and convenience* of borrowing to consumers. Applicants have the option to complete the loan information in person or online, and, likewise, may have the option of picking up approved funds in person or having the funds digitally transferred to their bank accounts. For customers that seek service in person, there is a minimum of a single visit and possibly an additional, brief visit to pick up approved loan funds if there is any wait period to process the loan. Given this “quick stop” characteristic, allowing the use only within a shopping center and not as a freestanding use is appropriate to minimize the potential negative impact of frequent vehicle trips on parcels with direct access to high traffic volume roadways.

- C. The shopping center is not located adjacent to or across a public right-of-way from land developed with any public use, place of worship, child care center, private school of general education, or quasi-public athletic fields and related facilities; and*

The main purpose of any use limitation is to mitigate the potential negative impacts of a single land use on other adjacent land uses, and this particular provision explicitly seeks to address issues of incompatibility. Staff has selected these specific land uses due to their sensitive nature and this approach is similar to that taken by the City of Manassas.

- D. The daily hours of operation for such uses shall be limited to between 8:00 AM and 6:00 PM; and*

As mentioned above, there has been little discussion at this point as to the impact of alternative lending institutions on residentially zoned and/or developed areas. Proximity to and impact of any non-residential land use on residential uses requires little discussion, as it is the theoretical hallmark of zoning. However, in this particular instance staff has opted for an alternative means to address potential incompatibility concerns by limiting the hours of operation of alternative lending institution. In evaluating the location of existing businesses in the County, as well as identifying those areas in which future businesses are likely to operate, staff found that much of the property zoned to the C-8 District located along heavily traveled Richmond Highway tends to be only a single lot in depth – meaning that many of the parcels zoned to these commercial districts are adjacent to residentially zoned land. Therefore, by adopting a use limitation that seeks to prohibit alternative lending institutions on property adjacent to residentially zoned areas, the amount of viable C-7 and C-8 zoned land area outside of the CRDs is greatly reduced. In order to aid in countering this effect, staff is proposing the limits on hours of operation, as this will provide some needed mitigation for adjacent residentially zoned and/or developed areas. As proposed, the hours of operation are limited to 8:00 AM until 6:00 PM, which are customary hours of many business operations and represents a window of time when residents are less likely to be at home.



*E. There shall be no storage and/or sale of automobiles on site.*

This specific use limitation is intended to address potential activity of motor vehicle title lenders in particular. When such a loan is taken out, the consumer typically offers the title of the vehicle as collateral. While staff has not found specific examples in which the lender actually takes physical possession of the vehicle itself, requiring that the vehicle be stored throughout the duration of the loan cycle should default occur and a new loan is not taken out, the lender is in a legal position to take ownership of the vehicle and resell it. In the current Zoning Ordinance, this activity would be deemed to be a vehicle sale, rental and ancillary service establishment, which requires a special exception in the C-7 and C-8 Districts. In order to ensure that this activity does not occur on the site of an alternative lending institution, staff believes this use limitation is essential.

*Other Considerations*

As part of Staff's ongoing research and discussion with the Board, the issue of signage for alternative lending institutions, and its possible regulation, has been identified as an item for consideration. The Chesterfield County Ordinance includes some limitations for signage as part of its accompanying guidelines but these are limited to restrictions on neon signage and a provision that any signage conform to the approved sign plan for the shopping center in which the uses are located. Neither of these provisions appears to be addressing any unique characteristic of alternative lending institutions. For this reason, staff has not included any such limitations at this time, as signage for this particular use does not appear to be distinguishable from that of any other commercial business that may be operating in the C-7 or C-8 Districts, all of which would be uniformly regulated by the current Article 12, Signs, of the Zoning Ordinance. Therefore, staff believes that this discussion would be more appropriate as part of the Sign Ordinance amendment, for which staff will begin working on in early 2016.

Staff also considered whether additional transitional screening and barrier requirements were necessary for alternative lending institutions. For existing land uses, these requirements are found in Sect. 13-300 of the Zoning Ordinance, and its accompanying matrix. As proposed, since alternative lenders are to be located as part of a shopping center, staff does not believe use-specific transitional screening and barrier requirements are necessary, as the center itself would be already regulated since the presence of land uses such as retail, office or personal services have triggered the prescribed screening and barrier elements for those uses. Therefore, additional provisions would be redundant.

Currently, motor vehicle title and payday lenders do not fit squarely within an existing use classification and are deemed to be most similar to financial institutions. They have been permitted to establish their operations by-right in the zoning districts in which financial institutions are permitted, including those parcels within a Commercial Revitalization District. If the proposed text amendment is adopted, most of the existing alternative lenders' sites, which are currently prevalent in the Commercial Revitalization Districts, will become non-conforming uses and may continue business operations provided they are operating lawfully and not expanded or enlarged in any manner.

**Conclusion**

The proposed amendment seeks to establish *alternative lending institutions* as a distinct land use in select commercial zoning districts with proposed use limitations. Staff believes the definition of the term, its by-right inclusion in only the C-7 and C-8 Districts and prohibition in the Commercial Revitalization Districts, and the proposed use limitations are appropriate given the nature of the use and its potential impacts. Therefore, staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption.

## PROPOSED AMENDMENT

*This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of September 22, 2015 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.*

1 Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3, Definitions,  
2 by adding a new ALTERNATIVE LENDING INSTITUTION definition in its proper  
3 alphabetical sequence to read as follows:  
4

5 ALTERNATIVE LENDING INSTITUTION: An establishment providing short term loans to  
6 individuals, to include, but not limited to, pay day lenders, as regulated by Chapter 18, Title 6.2,  
7 Code of Virginia, and/or motor vehicle title lenders, as regulated by Chapter 22, Title 6.2, Code of  
8 Virginia. For purposes of this Ordinance, an alternative lending institution shall not be deemed to  
9 include an OFFICE, PAWNSHOP, DRIVE-IN FINANCIAL INSTITUTION, FINANCIAL  
10 INSTITUTION or any other state or federally chartered bank, savings and loan institution, or credit  
11 union.  
12

13 Amend Article 4, Commercial District Regulations, Part 7, Regional Retail Commercial  
14 District, Sect. 4-700, and Part 8, Highway Commercial District, Section 4-800, as follows:  
15

- 16 - Amend Sections 4-702 and 4-802, Permitted Uses, by placing Alternative Lending  
17 Institution in its appropriate alphabetical sequence as a new Par. 2, and renumbering all  
18 subsequent paragraphs accordingly, as follows:  
19

20 2. Alternative Lending Institution, limited by the provisions of Sect. 705 or 805  
21 below.  
22

- 23 - Amend Sect. 4-705, Use Limitations, by adding a new Par. 15, and Sect. 4-805, Use  
24 Limitations, by adding a new Par. 16, both to read as follows:  
25

26 15. and 16. Alternative lending institutions shall be permitted by right in accordance with  
27 the following:

- 28 A. When such use is located on a lot that is not in a Commercial Revitalization  
29 District; and  
30

- 1 B. When such use is located in the building of a shopping center, with all uses  
2 within that building being connected by party walls or partitions to form one  
3 continuous structure; and
- 4  
5 C. The shopping center is not located adjacent to or across a public right-of-way  
6 from land developed with any public use, place of worship, child care center,  
7 private school of general education, or quasi-public athletic fields and related  
8 facilities; and
- 9  
10 D. The daily hours of operation for such uses shall be limited to between 8:00  
11 AM and 6:00 PM; and
- 12  
13 E. There shall be no storage and/or sale of automobiles permitted from the site.  
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Attachment 1

LENDER/DBA	ADDRESS	ZONING	MAGESTERIAL DISTRICT	CRD	HC
Advance America	6244-J Little River Turnpike	C-6	Mason	No	Yes
Advance America	14260-C Centreville Square	C-7	Sully	No	Yes
Advance America	2855 Gallows Road	C-6	Providence	No	Yes
Advance America	7289 Commerce Street	C-6	Lee	Yes	Yes
LoanMax	2401 Fairhaven Avenue	C-8	Mount Vernon	yes	yes
LoanMax	7109 Columbia Pike	C-6	Mason	Yes	Yes
LoanMax	7221 Little River Turnpike	C-6	Mason	Yes	yes
LoanMax	4004 Walney Road	C-8	Sully	No	Yes
LoanMax	7181 Lee Highway	C-8	Providence	No	Yes
Fast Auto Loans, Inc.	8368 Richmond Highway	C-8	Lee	Yes	Yes
Fast Auto Loans, Inc.	7345 Little River Turnpike	C-6	Mason	Yes	Yes
Fast Auto Loans, Inc.	6541 Arlington Boulevard	C-5	Mason	No	Yes
Fast Auto Loans, Inc.	7185 Lee Highway	C-8	Providence	No	Yes
EZ Title Loan	8218 Richmond Highway	C-8	Mount Vernon	Yes	Yes
Prime Auto Loan, Inc.	6715-C Backlick Road	C-6	Lee	Yes	Yes
TitleMax	6325 Richmond Highway	C-8	Mount Vernon	Yes	Yes
TitleMax	7516 Richmond Highway	C-8	Lee	Yes	Yes
TitleMax	8723-A Cooper Road	C-8	Mount Vernon	Yes	Yes
TitleMax	7409 Little River Turnpike	C-8	Mason	Yes	Yes
TitleMax	6030 Burke Commons Road	PRC	Braddock	No	No
TitleMax	5870 Leesburg Pike	C-6	Mason	Yes	Yes
TitleMax	8213 Lee Highway	I-5	Providence	No	Yes
TitleMax	6198-C Arlington Boulevard	C-7	Mason	Yes	No
TitleMax	6526 Arlington Boulevard	C-3	Providence	No	Yes
TitleMax	6802 Commerce Street	C-8	Lee	Yes	Yes
TitleMax	8200 Leesburg Pike	C-7	Providence	No	Yes
ACE Cash Express	2254 Huntington Avenue	C-5	Mount Vernon	No	No
ACE Cash Express	6911 Richmond Highway	C-3	Mount Vernon	Yes	Yes
ACE Cash Express	5624 Columbia Pike	C-8	Mason	Yes	Yes
Advance America	5100 Leesburg Pike	C-2	Mason	Yes	Yes
Advance America	7611-C Richmond Highway	C-8	Mount Vernon	Yes	Yes

ADMINISTRATIVE – 12

Authorization for the Fairfax-Falls Church Community Services Board to Apply for and Accept Funding from the Virginia Department of Behavioral Health and Developmental Services for Criminal Justice Diversion Programs Using the Sequential Intercept Model

ISSUE:

Board authorization for the Fairfax-Falls Church Community Services Board (CSB) to apply for and accept grant funding, if received, from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for the development of diversion programming at the magistrate (Intercept 2) and court (Intercept 3) levels. If awarded, grant funding of \$185,000 per year for two years for a total of \$370,000 will support 2/1.75 FTE new grant positions, including 1/1.0 FTE MH/ID/ADS Senior Clinician and 1/0.75 FTE Administrative Assistant III, as well as contracted peer support services, evaluation services and IT equipment. The period of performance is July 1, 2015 to June 30, 2017. No Local Cash Match is required. It is anticipated that the State will award ongoing funding for this program, subject to availability. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy.

RECOMMENDATION:

The County Executive recommends that the Board authorize the CSB to apply for and accept funding, if received, from DBHDS for Criminal Justice Diversion Programs. Funding in the amount of \$185,000 per year for two years for a total of \$370,000 will provide diversion interventions at the magistrate level and within the court system to approximately 300 individuals per year. Funding will support 2/1.75 FTE new grant positions, including 1/1.0 FTE MH/ID/ADS Senior Clinician and 1/0.75 FTE Administrative Assistant III, as well as contracted peer support services, evaluation services and IT equipment. No Local Cash Match is required to accept this award.

TIMING:

Board action is requested on September 22, 2015. Due to an application deadline of August 17, 2015, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

DBHDS released a Request for Applications (RFA) on July 13, 2015 to support initiatives to develop Criminal Justice Diversion Programs. Funds are anticipated to be ongoing and included in the CSB's State Performance Contract with DBHDS, subject to funding availability.

This grant supports the CSB's larger service framework for individuals with mental illness who come in contact with the criminal justice system. It is intended to reduce inappropriate incarceration at the Adult Detention Center (ADC) by redirecting individuals with mental illness from the criminal justice system to needed community-based treatment and supportive services. DBHDS initiatives come in a variety of forms, but all essentially strive to identify individuals diagnosed with serious mental illnesses and co-occurring disorders (early identification), divert individuals away from the criminal justice system (or penetrating more deeply, if identified after arrest/incarceration), and connect individuals to meaningful services and treatment (as early as possible, but often during initial court appearance, during incarceration, or upon release from jail).

DBHDS has long modeled existing Jail Diversion initiatives after the Sequential Intercept Model, which stipulates that there are five Intercepts at which persons with mental illness can be diverted from the criminal justice process into mental health treatment or services. While the existing Jail Diversion programs have been used with demonstrable success in providing screening, assessment, and direct services or linkage to individuals they serve, the majority focus their efforts later in the criminal justice process during the period of incarceration or at the point of re-entry to the community. DBHDS seeks to encourage the expansion of diversion options at the point of jail entry/booking or at the earliest court hearing stages to identify individuals with mental illness at their initial entry into jail, thereby preventing the cycle of decompensation and loss of existing supports and resources (services/housing/benefits) that comes with lengthy incarceration while simultaneously enhancing community safety by building in a safety net of services and community supervision.

The overall goal of DBHDS is to identify and fund those programs that are positioned to most effectively 1) utilize these valuable resources, 2) demonstrate the effectiveness of criminal justice and mental health collaboration, 3) develop a plan for continued local sustainability, and 4) allow for future program replication across Virginia.

This initiative will receive oversight from the Diversion-Oriented System of Care Collaborative stakeholder group, will be managed by the CSB, and will work collaboratively with the courts and magistrates.

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FISCAL IMPACT:

Grant funding in the amount of \$185,000 per year for two years for a total of \$370,000 is being requested from DBHDS to establish Sequential Intercept Model/Intercepts 2 and 3 services. No Local Cash Match is required. The agency is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards.

CREATION OF NEW POSITIONS:

A total of 2/1.75 FTE new grant positions, including 1/1.0 FTE MH/ID/ADS Senior Clinician and 1/0.75 FTE Administrative Assistant III, is associated with this award. The County is under no obligation to continue funding these positions once grant funding expires; however, funds are anticipated to be ongoing and included in CSB's State Performance Contract with DBHDS, subject to availability.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of Grant Application

STAFF:

Tisha Deeghan, Executive Director, Fairfax-Falls Church CSB  
G. Michael Lane, Deputy Director, Fairfax-Falls Church CSB Administrative Operations  
Daryl Washington, Deputy Director, Fairfax-Falls Church CSB Clinical Operations  
Laura Yager, Director, Fairfax-Falls Church CSB Partnership and Resource Development



**Criminal Justice Diversion: Sequential Intercept Model Funding for Intercepts 2 and 3  
Summary of Grant Proposal**

<b>Grant Title:</b>	Criminal Justice Diversion: Sequential Intercept Model
<b>Funding Agency:</b>	Commonwealth of Virginia Department of Behavioral Health and Developmental Services (DBHDS)
<b>Funding Amount:</b>	Funding of \$370,000 (\$185,000 per year) over two years is requested. It is anticipated that these funds will be ongoing and included in the CSB's State Performance Contract with DBHDS.
<b>Proposed Use of Funds:</b>	The purpose of the grant is to enhance identification, diversion, and connection of persons with mental illness or co-occurring substance abuse disorders at the earliest possible point of contact with the criminal justice system in order to achieve the goals of reducing the number of persons with mental illness in Virginia jails, preventing or greatly reducing the amount of jail days that persons with mental illness serve in jail, improving overall well-being of these individuals by preserving or securing treatment and supports in the community, and increasing public safety by providing an appropriate level of community supervision and reducing recidivism. This proposal will establish a clinical position that will support screening and assessment of individuals at the magistrate level and a mental health docket in the court system. Funds will also support contracted peer support services to support people diverted to stay engaged with treatment services, and provide administrative assistance to the docket. Additional funds will be used for evaluation, mileage, and IT equipment.
<b>Performance Measures:</b>	The project goal is to reduce incarceration of individuals experiencing a mental health crisis by providing therapeutic alternatives to jail through diversion at the magistrate and court levels. Collaborative screening and assessment processes between public safety and CSB staff will identify individuals appropriate for diversion. The initiative will also develop standardized policies and procedures among Fairfax County stakeholders to meet Commonwealth of Virginia requirements for successful implementation.

Performance Measures

1. Ongoing active involvement in the Diversion-Oriented System of Care Collaborative stakeholder group to provide oversight and leadership to the project implementation.
2. Development and execution of MOUs, policies and protocols with law enforcement, court system, and the CSB to establish a solid program based on agreed upon partnerships and shared responsibility.
3. Assure tracking system developed and utilized to obtain relevant data and outcomes related to diversion dispositions, numbers served, demographics, engagement, effect of services, and cost of services.

4. Develop clinical CSB staff position to assure standard, ongoing approach to diversion at the magistrate and court levels. Develop standard policies and procedures related to the diversion process.
5. Develop peer support services that help keep individuals engaged as well as connected to community supports.
6. Link individuals diverted with needed treatment services and provide case management to assure ongoing involvement with needed community support services.
7. Develop communication strategy for community awareness around the diversion program.

**Grant Period:**

July 1, 2015 - June 30, 2017 with anticipated ongoing funding included in the CSB's State Performance Contract with DBHDS.

ADMINISTRATIVE – 13

Authorization for the Fairfax County Police Department to Apply for Grant Funding from the National Highway Safety Administration Through the Virginia Department of Motor Vehicles Driving While Intoxicated Enforcement Initiative

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for grant funding from the National Highway Safety Administration through the Virginia Department of Motor Vehicles Driving While Intoxicated (DWI) Enforcement Initiative in the amount of \$2,209,753, including \$552,436 in Local Cash Match. Funding will support 9/9.0 FTE new merit police officer positions, including uniforms, vehicles, equipment, supplies, training, and all related expenses. The County is under no obligation to continue funding these positions when the grant funding expires. The grant period is October 1, 2015 to September 30, 2016. Currently, the required Local Cash Match of \$552,436 has not been identified. If the County is awarded funding, then General Fund resources will need to be identified and staff will submit another item to accept the award. If however, no County resources are identified, the County may elect to decline the award.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Fairfax County Police Department to apply for grant funding from the National Highway Safety Administration through the Virginia Department of Motor Vehicles. Total funding of \$2,209,753, including \$552,436 in Local Cash Match, will support 9/9.0 FTE new merit police officer positions for the FCPD Driving While Intoxicated Enforcement Team.

TIMING:

Board action is requested on September 22, 2015. Due to an application deadline of July 31, 2015, the grant application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting scheduled. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

The Virginia Department of Motor Vehicles utilizes pass-through funding provided by the National Highway Safety Administration for the Driving While Intoxicated Enforcement Initiative Grant. The program provides awards of federal funding to support enforcement of DWI laws in the Commonwealth of Virginia. The FCPD was approached by DMV and asked if the Department would staff a designated squad of officers to specialize in enforcing Virginia DWI laws. The objective is to reduce the number of alcohol related accidents and alcohol related fatalities in the County. The priority of the assigned officers would be to patrol for violations of alcohol related driving incidents, but they will also be available if emergency calls necessitate their response. Statistical data will be collected to analyze the enforcement efforts to see if DWI accidents and fatalities decrease, thus providing a model for other Virginia law enforcement agencies. The grant will fund 9/9.0 FTE new merit police officer positions, which includes 1/1.0 FTE Sergeant and 8/8.0 FTE Police Officer IIs (one police officer for each district station). Also included in the funding is the cost of vehicles, uniforms, salary and fringe benefits, equipment, radios and other associated items required for an officer. The grant is for one year but DMV is confident that the program can and will be funded for several years.

FISCAL IMPACT:

If awarded, funding in the amount of \$2,209,753, including \$552,436 in Local Cash Match, will support the FCPD Driving While Intoxicated Enforcement Team over a 12-month period. The required 25 percent Local Cash Match of \$552,436 has not been specifically identified in the Police Department budget or the Federal-State Grant Fund. Currently, the required Local Cash Match of \$552,436 has not been identified in either the Police Department budget or the Federal-State Grant Fund. If the County is awarded funding, then General Fund resources will need to be identified and staff will submit another item to accept the award. If however, no County resources are identified, the County may elect to decline the award. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

A total of 9/9.0 FTE merit positions will be created through this grant award. The County is under no obligation to continue funding these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Budget Detail

STAFF:

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

HIGHWAY SAFETY GRANT  
**PROJECT BUDGET**

**Check the Applicable Box**

☒ Original Budget

Date: 07/17.2015

☐ Revised Budget

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

APPLICANT ORGANIZATION

**Fairfax County Police**

**Purpose:** Use this form to prepare a breakdown of the projected budget necessary to operate the Highway Safety Project.

**Instructions:** For each entry indicate the amount of funds required from federal sources.

			FEDERAL FUNDS 75%	MATCHING FUNDS 25%
PERSONNEL		COST		
	1 Sergeant (Supervisor) Supervise DWI Squad by scheduling, reviewing reports, planning operations and assuring goal are met.		\$61,021	\$20,340
	8 Police Officer II 8 officers for DWI Squad. Will be assigned solely to patrol for DWI violations and alcohol related traffic violations.		\$479,473	\$159,824
	DWI Squad Overtime (rates vary by rank) Court, late cases, training, etc		\$75,000	\$25,000
PERSONNEL FRINGE BENEFITS	Overtime	COST		
	1 Sergeant (Supervisor)		\$32,567	\$10,855
	8 Patrol Office II		\$255,895	\$85,298
TRAINING/TRAVEL	Various Alcohol Related trainings over 1 year period for 9 officers	COST		
	Advanced Roadside Impaired Driving Training, IPTM Jacksonville			
	9 officers: Flight @\$300 each + \$2,700. Hotel 5 rooms, 3 nights \$112 = \$1680			
	Registrations @ \$395 = \$3,555; 3 rentals \$650; airport cost \$400 (parking, taxis)			
	Per diem 2 travel days, 2 full days, 9 officers = \$2315		\$8,475	\$2,825
CONTRACT COSTS	Mid-Atlantic DUI Conference, Virginia Beach, Va.	COST		
	9 officers @ \$600 each includes registartaion, hotel, per diem		\$4,050	\$1,350
	Unk DUI Training that may become available during grant \$5,000		\$3,750	\$1,250
OTHER DIRECT COSTS	Supply Ordance (9 x \$1,000)	COST	\$6,750	\$2,250
	Uniforms, gunbelt, weather gear, Go-bags, brifcase, etc (\$800 x 9)		\$5,400	\$1,800
	Uniform Maintenance Allowance (9 x \$400)		\$2,700	\$900
	Cell Phone and service (9 x \$860)		\$5,805	\$1,935
EQUIPMENT	Computer Desk Top (9 x \$2,500)	COST	\$16,875	\$5,625
	Tasers (9 x \$1,500)		\$10,125	\$3,375
	Passive Alcohol Flashlight (9 x \$650)		\$4,388	\$1,463
	Prelim Breath Test Device (9 x \$500)		\$3,375	\$1,125
	Radar Units (9 x \$2,700)		\$18,255	\$6,083
	In-Car Video Systems (9 x \$4,700)		\$31,725	\$10,575
	CAD (9 x \$6,000)		\$40,500	\$13,500
	Lidar Units (4 x \$3,500)		\$10,500	\$3,500
	Shotguns (9 x \$1,000)		\$6,750	\$2,250
	Cruiser Radios (9 x \$8,350)		\$56,363	\$18,788
	Portable Radios (9 x \$7,700)		\$51,975	\$17,325
	Police Vehicle (9x \$30,000)		\$202,500	\$67,500
	Long Rifles (9 x \$2,200)		\$14,850	\$4,950
	Handguns (9 x \$800)		\$5,400	\$1,800
	Emergency Equipment (9 x \$17,000)		\$114,750	\$38,250

INDIRECT COSTS	DMV Stickers for Cruisers (9 x \$2,000)	COST	\$13,500	\$4,500	
	DVS Cost, fule, maintenance, replacement costs		\$114,600	\$38,200	
	SUBTOTAL DIRECT COSTS:		\$1,657,317	\$552,436	
	NOT TO EXCEED 10% OF THE PROJECT COST <i>(Does not apply to law enforcement grants.)</i>				
DIRECT AND INDIRECT COSTS TOTAL (TO NEAREST DOLLAR):			\$1,657,317	\$552,436	

MINIMUM MATCHING FUNDS REQUIRED:	
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In the box below, describe the source of income that will provide the revenue not funded by a grant and the amount of matching funds that will be used to compliment the project, e.g., approved annual operating budget equal to \$10,000.

The County of Fairfax general fund and the County of Fairfax unanticipated grant fund will provide the revenue for the local cash match and other costs that may arise that are not included in this budget.

**Date Updated on GCS** \_\_\_\_\_ **Completed By** \_\_\_\_\_ Bruce A.Guth Grant Coordinator

Board Agenda Item  
September 22, 2015

ACTION – 1

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

ISSUE:

Board approval of a draft meeting schedule for January through December, 2016.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the draft meeting schedule for January through December, 2016.

TIMING:

The Board should take action on September 22, 2015, in order that accommodations to implement this calendar can proceed in advance of January.

BACKGROUND:

The *Code of Virginia*, Section 15.2-1416, requires the governing body to establish the days, times and places of its regular meetings at the annual meeting, which is the first meeting of the year. Therefore, the schedule for the entire 2016 calendar is presented for Board approval. The section further states that “meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.”

Scheduled meetings may be adjourned and reconvened as the Board may deem necessary, and the Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting, after notice required by Virginia law, as the need arises. At the first meeting of the Board of Supervisors in January, staff will bring the 2016 meeting calendar to the Board for formal adoption.

At the July 28th meeting, the Board reviewed a 2016 Draft Meeting Calendar. At that time, the Board raised questions about the schedule for the Lines of Business (LOBs) review and Budget adoption and directed staff to bring the Draft Calendar back for consideration. Staff now proposes that the January 26, 2016, Board Meeting be eliminated and that the day be designated for LOBs review. LOBs and Budget meetings will be scheduled on non-board meeting Tuesdays and Fridays during the months of January, February, March and April.

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ENCLOSED DOCUMENTS:

Attachment 1 - January-December, 2016 Schedule for Board of Supervisors' Meetings

STAFF:

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



# 2016 Board of Supervisors Meeting Schedule

# DRAFT

<b>January 12, 2016</b>
<b>February 2, 2016</b>
<b>February 16, 2016</b> Public Comment
<b>March 1, 2016</b>
<b>March 15, 2016</b>
<b>April 5, 2016</b> 9:30 to 4:00 pm Board Meeting 4:00 p.m. Budget Public Hearing
<b>April 6 – April 7, 2016</b> 1:00 pm – Budget Public Hearings
<b>April 19, 2016</b> Budget Markup
<b>April 26, 2016</b> Includes Budget Adoption Public Comment
<b>May 17, 2016</b>

<b>June 7, 2016</b>
<b>June 21, 2016</b> Public Comment
<b>July 12, 2016</b>
<b>July 26, 2016</b> Public Comment
<b>September 13, 2016</b>
<b>September 27, 2016</b>
<b>October 18, 2016</b> Public Comment
<b>November 1, 2016</b>
<b>December 6, 2016</b> Public Comment

ACTION – 2

Presentation of the Delinquent Tax List for Tax Year 2014 (FY 2015)

ISSUE:

Presentation to the Board of the annual list of delinquent real estate, personal property, and business, professional, occupational license (BPOL) taxes; presentation of the annual list of small uncollectable accounts. Review of delinquent collection program.

RECOMMENDATION:

The County Executive recommends that (1) staff continue to pursue the collection of delinquent taxes found in Attachment A, and continue collection of non-tax delinquencies; and, (2) the Board remove certain small uncollectable overdue accounts listed in Attachments D and E pursuant to Virginia Code § 58.1-3921.

TIMING:

Routine.

BACKGROUND:

In accordance with State Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2014 (FY 2015) for Board consideration (Attachment A). DTA and its agents will continue to pursue the collection of all taxes and other charges due that are within the statute of limitations in accordance with Virginia Code §§ 58.1-3933 and 58.1-3940.

Presented below is a summary of delinquent taxes still outstanding for Tax Year 2014, as of June 30, 2015:

	<u>Tax year 2014 (FY 2015)</u>	
	<u>Accounts</u>	<u>Local Tax Amount</u>
Real Estate	2,540	\$ 7,173,052
Personal Property – Vehicles	36,673	\$ 5,552,955
Business Personal Property	2,304	\$ 1,482,977
Public Service Corp. Properties	2	\$ 193
BPOL	<u>2,948</u>	<u>\$ 7,256,776</u>
Total	44,467	\$ 21,465,953

The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2015. This includes delinquent taxpayers who may already be on a payment plan, and delinquencies of taxpayers in bankruptcy.

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For perspective, the total amount of all unpaid current year taxes, or \$21.46 million, represents less than 1% of the levy for Tax Year 2014 (FY 2015). This is consistent with prior years. Of the \$5,552,955 in delinquent vehicle taxes, \$1,191,898 is from business owned and used vehicles, and \$4,361,057 is from personal property taxes on personally owned and used vehicles.

With outstanding support from the Sheriff's Office, the Police Department, and the Office of the County Attorney, DTA and its collection agents utilized a broad array of collection tools throughout FY 2015 to pursue delinquent accounts. Among other things, these tools include the use of computer-generated letters; telephone calls; statutory summons authority; payment plans; bank and wage liens; set-offs against income tax refunds; booting and towing of vehicles; and, the seizure of equipment.

In accordance with Virginia law, DTA also has an agreement with the Virginia Department of Motor Vehicles (DMV) whereby vehicle registrations are withheld from citizens who have delinquent personal property taxes. A total of 50,008 accounts with DMV holds were successfully collected in FY 2015.

As noted, DTA engages in major outsourcing for delinquent collections. Pursuant to Virginia Code § 58.1-3958 and by prior Board action, the private collection agents are compensated by a 20% fee added to the total delinquency, enabling the County to reduce program expenditures. DTA still provides substantial account research, reconciliation, adjudication, and oversight in support of the collection efforts. Outsourcing the bulk of collections continues to be a very productive and successful partnership.

The collection agent for personal property, BPOL, and parking tickets is a Fairfax County company, Nationwide Credit Corporation (NCC). NCC collected \$11.1 million in delinquent personal property taxes and vehicle registration fees and \$1.76 million in delinquent BPOL revenue in FY 2015.

These results were achieved through a robust collection program that included more than 1.4 million telephone calls using newly updated automated outbound dialing technology. In addition, NCC sent more than 103,000 dunning letters, issued approximately 24,000 bank and wage liens, processed just over 1,800 boot and tow orders in concert with the Sheriff's Office, and pursued judgments in General District Court. DTA staff provides the review and direct authorization of all NCC seizure activities.

In addition to delinquent taxes, parking ticket collections are also outsourced. Citation Management, a division of Duncan Solutions, handles front end ticket processing and current collections for DTA. NCC pursues the collection of delinquent parking tickets.

FY 2015 ticket collections totaled approximately \$2.6 million. Part of this revenue came from more than 3,628 DMV holds successfully collected in FY 2015. NCC collected \$414,896 in delinquent tickets based on roughly 130,000 telephone calls using newly updated automated outbound dialing technology. In addition, NCC sent

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more than 7,800 dunning letters and issued more than 2,000 bank and wage liens for parking tickets. A significant amount of the uncollected revenue is from single-issue tickets and from violators outside of Fairfax County (see Attachment B).

The private law firm of Taxing Authority and Consulting Services (TACS), based in Richmond, Virginia, handles delinquent real estate accounts. With coordination and oversight from DTA, TACS collected approximately \$8.5 million in delinquent real estate taxes for Fairfax County in FY 2015. Of this amount, \$392,982 came from the auction of properties. TACS also collected \$80,460 in zoning violations fees.

Although most of the County Attorney collections have likewise been outsourced to TACS, the County Attorney's Office still directly handles bankruptcy collection cases. A total of 185 new bankruptcy collection cases were opened in FY 2015, and \$969,000 was collected from all bankruptcy matters.

Thanks to all of these combined efforts, the County collected more than \$27.8 million in net delinquent taxes in FY 2015 for all prior tax years. In partnership with its private collection agents, staff will continue collection efforts in FY 2016 on all delinquent taxes and other charges authorized by law.

Strong collection efforts are also reflected in the current year tax collection rates:

	<u>FY 2015</u>
Real Estate	99.74 %
Personal Property (local share)	98.10 %
BPOL	97.57 %

On July 31, 2012, the Board adopted new ordinance sections that established a uniform bad check fee of \$50, and instituted late payment penalties and interest for delinquent non-tax receivables. Implementation of the bad check fee became effective immediately. The late payment penalty and interest for non-tax delinquencies became effective on an agency-by-agency basis depending on the capacity and cost-effectiveness of necessary changes to agency billing systems. In the meantime, penalties and interest are automatically added to the delinquent account once referred to NCC.

FY 2015 was the second full year of the non-tax delinquent collection program in DTA. In addition to collections, DTA continues to work with agencies to improve billing operations, clarify the potential collection actions to be taken, and standardize the use of Set-Off Debt opportunities and referrals to NCC. The individual agencies, and in some cases DTA, pursue initial collection efforts. After the statutory period of 180 days, delinquent accounts are referred to NCC. Working together with multiple agencies and NCC, this program generated approximately \$2.3 million in FY 2015.

Of this amount, \$1.5 million stems from the collection of Commercial Disposal (dump) fees in the Department of Public Works & Environmental Services (DPWES), Elevator Inspection Fees in Land Development Services (LDS), and Fire Inspection Fees. The \$1.5 million also includes approximately \$152,500 in late penalties and interest.

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NCC collected a total of \$505,887 in delinquent non-tax revenue for agencies such as the Office for Children, Fire, Police, Health, DPWES, Community Services Board, and Housing. DTA also collected \$277,674 for multiple agencies, of which \$95,329 came from participation in the state's Set-Off Debt Program. DTA also oversees the collection of Grass Mowing Fees, and a copy of the last quarterly grass mowing report is provided in Attachment C.

Finally, Virginia Code §§ 58.1-3921 and 58.1-3924 state that upon submission to the Board of a list of small tax amounts for which no bills were sent (Attachment D) and a list of small uncollected balances of previously billed taxes (Attachment E), credit shall be given for these uncollected taxes. The lists presented in Attachments D and E average \$1.82 per account:

	<u>Accounts</u>	<u>Dollars</u>
Real Estate	6,069	\$ 1,100
Personal Property	<u>19,590</u>	<u>\$ 45,644</u>
TOTAL	25,659	\$ 46,744

FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

Attachment A - Delinquent Taxpayers for Tax Year 2014 (FY 2015)  
Attachment B - Statistical Profile of Unpaid Parking Tickets  
Attachment C - Status of Grass Mowing Collections  
Attachment D - Tax Year 2014 accounts valued less than \$5 that were not billed  
Attachment E - Tax Year 2014 "balance due" accounts of less than five dollars

(Attachments A, D and E listed above are computer printouts which will be made available in the Board Conference Room on September 22, 2015, from 9:00 A.M. - 4:30 P.M.)

STAFF:

Joe Mondoro, Acting Chief Financial Officer  
Kevin C. Greenlief, Director, Department of Tax Administration  
E. Scott Sizemore, Director, Revenue Collection Division, DTA  
Kimberly Seburnia, Assistant Director, Revenue Collection Division, DTA  
John W. Burton, Assistant County Attorney

**ATTACHMENT B**

<b>Unpaid Parking</b>		
<b><u>Ticket Category, FY 2015</u></b>	<b><u>Tickets</u></b>	<b><u>Amount</u></b>
In Fairfax	10,106	879,854
In VA/Outside FFX	2,281	201,754
Outside VA	4,780	436,704
<b>Subtotal:</b>	<b>17,167</b>	<b>1,518,312</b>
<b>Average Amount Due Per Ticket:</b>		<b>\$88</b>

<b>Unpaid Parking Ticket</b>		
<b><u>Aging Report - FY 2015</u></b>	<b><u>Tickets</u></b>	<b><u>Amount</u></b>
< 60 days	2,121	\$145,326
61-90 days	907	\$78,412
91-120 days	691	\$58,607
120-150 days	550	\$46,394
150-180 days	598	\$49,768
Over 180 days	12,300	\$1,139,805
	<b>17,167</b>	<b>\$1,518,312</b>

[Excludes tickets still pending DMV match]

(As of 6/30/2015)



## County of Fairfax, Virginia

**MEMORANDUM**

**Date:** July 1, 2015

**To:** Jeff Blackford, Director  
Department of Code Compliance

**From:** Kim Sebunia, Assistant Director *KAS*  
Revenue Collection Division  
Department of Tax Administration

**Subject:** Grass Mowing Collections – Quarterly Status Report

The following is the status of our Grass Mowing Collections in support of DPW&ES since program inception in April, 2008:

- DTA has received a total of 792 invoices from DPW&ES, totaling \$244,201
- DTA has collected on 747 invoices totaling \$236,669
- DTA is still pursuing collection on 45 invoices totaling \$7,532
- Collection rate for mowing charges referred to DTA is currently 97%

Delinquent mowing fees are included in our monthly real estate delinquent billing process. DTA will also attempt to collect on these fees using a combination of telephone calls, collection letters, bank liens, wage liens and boot/tows before referring unpaid fees to our collection attorney for further collection action.

Please contact Lucas Baranyk of my staff, at 703-324-2409, if you have any questions in this regard.

LAB/KAS

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DEPARTMENT OF TAX ADMINISTRATION (DTA)  
REVENUE COLLECTION DIVISION  
12000 Government Center Parkway, Suite 223  
Fairfax, VA 22035  
Phone: 703-324-2550  
TTY 703-222-7594; Fax: 703-324-3935  
[www.fairfaxcounty.gov/dta](http://www.fairfaxcounty.gov/dta)

Grass Mowing Collections – Quarterly Status Report

July 1, 2015

Page 2

cc: Susan W. Datta, Chief Financial Officer  
Robert A. Stalzer, Deputy County Executive  
David Rohrer, Deputy County Executive  
Kevin C. Greenlief, Director, DTA  
E. Scott Sizemore, Director, Revenue Collection Division, DTA  
Lucas Baranyk, Collections Manager, DTA  
Andie O'Dell, Administrative Assistant to the Director, DTA  
James W. Patteson, Director, DPW&ES  
Chad Crawford, Director, Maintenance & Stormwater Management Div., DPW&ES  
Randy Bartlett, Director, Stormwater Management Program, DPW&ES  
Karen McClellan, Operations Manager, Code Compliance, DCC  
Steve Mason, Supervisor, Code Compliance, DCC  
Sandra Harrington, Administrative Services Manager, DCC  
Cathy Wenk, Management Analyst III, DPW&ES  
Janet L. Grubb-Webber, Engineer III, DPW&ES  
Marcia Wilds, Revenue & Economic Analysis Coordinator, DMB  
Erin Ward, Assistant County Attorney, CAO



ACTION - 3

Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for US Route 1 (Richmond Highway) Widening (Mount Vernon Memorial Highway to Napper Road) (Mount Vernon and Lee Districts)

ISSUE:

Board of Supervisors' authorization for the Fairfax County Director of the Department of Transportation to sign standard project agreements for \$1 million with the Northern Virginia Transportation Authority (NVTA) substantially in the form of Attachment 2, and with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 3, to implement the widening of Richmond Highway, between Mount Vernon Memorial Highway to Napper Road.

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment 1) authorizing the Fairfax County Director of the Department of Transportation to execute standard project agreements, in substantial form, with NVTA (Attachment 2) for \$1 million in funding to support the Richmond Highway Widening project and with VDOT (Attachment 3) to implement the same project.

TIMING:

The Board of Supervisors should act on this item on September 22, 2015, so that NVTA can begin to release funding for the implementation the Richmond Highway Widening project to VDOT.

BACKGROUND:

On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included \$68 million for the Richmond Highway widening project. That same day, the Board of Supervisors also approved staff's recommended project submissions for NVTA consideration for FY2015-2016 funding. On April 23, 2015, the NVTA approved its FY 2015-2016 Two-Year program, which included approximately \$346 million for 37 projects across Northern Virginia.

NVTA's Two-Year program also included \$1 million for the Richmond Highway Widening project. These funds, in addition to \$9 million in Regional Surface

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September 22, 2015

Transportation Program (RSTP) funds recently transferred to the project, will support preliminary engineering and environmental analysis activities along 2.9 miles of roadway. Ultimately, this project will provide a six-lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mount Vernon Memorial Highway. This project will also tie into the section of Richmond Highway north of Napper Road which is already a six-lane facility, resulting in a six-lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. This project includes both pedestrian and bicycle facilities, and a provision for future transit. The description sheet for this approved project is included as Attachment 4. The proposed NVTAs Standard Project Agreement (SPA) for the Richmond Highway Widening project is included in Attachment 2.

HB 2313 (2013) directs the NVTAs to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by NVTAs that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity.

To facilitate the implementation of the regionally funded projects, NVTAs and jurisdictional staff developed an SPA to establish the terms and conditions associated with the funding the Authority approves for these regional projects. The SPA is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTAs. County staff was extensively involved in drafting this SPA, and in tailoring it for the Richmond Highway Widening project.

The major provisions of the SPA provide that the County will:

- Perform work in accordance with all applicable federal, state, and local laws and regulations, the SPA and the Project Description Sheet;
- Perform or have performed all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisition as required by the SPA and necessary to complete the project;
- Update project cash flow requirements periodically;
- Provide requests for payment consistent with the approved cash flow for a project on standard requisition forms;
- Notify NVTAs Executive Director of any additional project costs resulting from unanticipated circumstances. NVTAs will decide whether to fund these additional costs, but only in accordance with NVTAs project selection process;
- Release or return any unexpended funds to NVTAs no later than 90 days following final payment to contractors;
- Certify that any matching funds required for the project have been secured;

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- Reimburse NVTa (with interest) for any funds misapplied or not used in accordance with the statutes governing NVTa's revenues;
- Acknowledge that NVTa will not be responsible for operating or maintaining the project upon completion;
- Obtain all necessary permits or permissions necessary for constructing and/or operating the project;
- Comply with all applicable federal and state funding requirements, if such other sources are used to fund the project;

The SPA provides that NVTa will:

- Provide funding for the project on a reimbursement basis, as outlined in the project agreement, project budget and cash flow as originally or subsequently approved;
- Assign a project coordinator to monitor the project to ensure compliance with the agreement and review payment requisitions;
- Make project payments within 20 days, if the payment requisition is sufficient;
- Notify the County of reasons a payment requisition is declined;
- Consider additional payment requests recommended by the Executive Director and the Finance Committee;
- Conduct periodic reviews of the project to ensure that it remains in compliance with the agreed-upon project scope;
- Advise the County in writing of any misused or misapplied funding and make recommendations to NVTa's Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- Secure reimbursement from the County (with interest) of any misused or misapplied funding;
- Make guidelines available to assist with complying with the terms of the agreement.

FCDOT has often contracted with VDOT to construct projects on the County's behalf. However, with the advent of NVTa regional funding, the number of such projects will increase significantly and establishing clear roles and responsibilities between FCDOT and VDOT, vis-à-vis NVTa funding, will help facilitate these projects going forward. With this in mind, County staff worked with VDOT to craft a new, modified SPA between the County and VDOT (Attachment 3), specific to NVTa-funded projects.

The FCDOT/VDOT SPA will 1) enable FCDOT to remain responsible for and oversee the construction by VDOT of the Richmond Highway Widening project, according to the terms of the County's agreement with NVTa; and 2) provide a mechanism for funding to flow directly from NVTa to VDOT, on a reimbursement basis.

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FISCAL IMPACT:

The County will oversee and authorize \$1 million in funding directly from NVTa to VDOT on a reimbursement basis to support the implementation of the Richmond Highway Widening Project. There is no impact to the general fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation

Attachment 2: Standard Project Agreement for the Richmond Highway Widening Project, including Related Appendices, with the Northern Virginia Transportation Authority

Attachment 3: Standard Project Agreement for the Richmond Highway Widening Project, including Related Appendices, with the Virginia Department of Transportation

Attachment 4: Approved Project Description Sheet for the Richmond Highway Widening Project

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Minnix, Chief, Transportation Design Division, FCDOT

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Erin C. Ward, Senior Assistant County Attorney

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Richmond Highway Widening project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Fairfax County  
\_\_\_\_\_  
(Recipient Entity)**

NVTA Project Number: Richmond Highway Widening 8S

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ Fairfax County \_\_\_\_\_ ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, Fairfax County formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed Fairfax County's application for funding and has approved Fairfax County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Fairfax County, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by Fairfax County to finance the Project;

WHEREAS, NVTa agrees that Fairfax County will design and/or construct the Project or perform such other specific work for the Project and Fairfax County agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Fairfax County's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and Fairfax County's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Fairfax County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVT A funds, Fairfax County shall submit a written request to NVT A's Executive Director explaining the need for NVT A's funding of an advanced phase. NVT A's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVT A's current and projected cash flow position and make a recommendation to NVT A whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Fairfax County from providing its own funds to



advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTa's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, Fairfax County can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of Fairfax County.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. Fairfax County understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. Fairfax County shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Fairfax County's Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Fairfax County's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Fairfax County and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Fairfax County; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Fairfax County's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Fairfax County may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Fairfax County the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_ Fairfax County \_\_\_\_\_. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify \_\_\_\_\_ Fairfax County \_\_\_\_\_ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of \_\_\_\_\_ Fairfax County \_\_\_\_\_ that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of \_\_\_\_\_ Fairfax County \_\_\_\_\_'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that \_\_\_\_\_ Fairfax County \_\_\_\_\_ has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise \_\_\_\_\_ Fairfax County \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Fairfax County \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review \_\_\_\_\_ Fairfax County \_\_\_\_\_'s response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that \_\_\_\_\_ Fairfax County \_\_\_\_\_ has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from \_\_\_\_\_ Fairfax County \_\_\_\_\_ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by \_\_\_\_\_ Fairfax County \_\_\_\_\_. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Fairfax County may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Fairfax County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Fairfax County shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTAs all funds NVTAs provided to Fairfax County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Fairfax County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTA excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project based upon \_\_\_\_\_ Fairfax County \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ Fairfax County \_\_\_\_\_ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, \_\_\_\_\_ Fairfax County \_\_\_\_\_ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and \_\_\_\_\_ Fairfax County \_\_\_\_\_'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to \_\_\_\_\_ Fairfax County \_\_\_\_\_'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

\_\_\_\_\_ Fairfax County \_\_\_\_\_ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this



Agreement. In the event that Fairfax County fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Fairfax County shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Fairfax County refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Fairfax County by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Fairfax County.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033-2895 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

Fairfax County \_\_\_\_\_ represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

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

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

\_\_\_\_\_  
Fairfax County (Name of Recipient Entity)

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

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

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: Richmond Highway Widening – 8S

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Jane Rosenbaum, (703)877-5756,  
jane.rosenbaum@fairfaxcounty.gov

NVT A Program Coordinator Contact information: Keith Jasper

#### **Project Scope**

Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. Richmond Highway is an Urban Principal Arterial with an AADT of 35,000. This project will provide a 6 lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project will tie into the section of Richmond Highway north of Napper Road which is also a 6 lane facility, resulting in a 6 lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. This project includes both pedestrian and bicycle facilities and provision for future transit.

#### **Detailed Scope of Services**

**Only Complete if Different from the Approved NVT A Project Description Sheet**

**APPENDIX B-PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Richmond Highway Widening 8S  
 Recipient Entity: Fairfax County  
 Project Contact Information: Jane Rosenbaum (703) 877-5756

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work/Engineering/Environmental Work	\$ 6,000,000	\$ 1,000,000	\$ -	RSTP	\$ 5,000,000	\$ -
Right-of-Way Acquisition	\$ 24,000,000	\$ -	\$ -	RSTP, NVTA/70% and/or HB2.	\$ 24,000,000	\$ -
Construction/Contract Administration/Testing and Inspection Services	\$ 60,000,000	\$ -	\$ -	NVTA/70% and/or HB2.	\$ 60,000,000	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total Estimated Cost</b>	<b>\$ 90,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>		<b>\$ 89,000,000</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental Work	\$ -		\$ 750,000		\$ 250,000					
Right-of-Way Acquisition										
Construction/Contract Administration/Testing and Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August					\$ 250,000					
September										
October										
November			\$ 250,000							
December										
January										
February			\$ 250,000							
March										
April										
May			\$ 250,000							
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature \_\_\_\_\_  
 FCDOT Director \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Tom Biesiadny \_\_\_\_\_  
 Print name of person signing \_\_\_\_\_

Northern Virginia Transportation Authority

Signature \_\_\_\_\_  
 NVTA Executive Director \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Print name of person signing \_\_\_\_\_

**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY  
PROJECT NUMBER 0001-029-205 UPC 107187

THIS AGREEMENT, made and executed in triplicate on this the \_\_\_\_ day  
of \_\_\_\_\_, 2015, between the COMMONWEALTH OF  
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred  
to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter  
referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer  
the work as described in Appendix B, and such work for each improvement shown is hereinafter  
referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to  
finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this  
project in accordance with the scope of work described in Appendix B, and the DEPARTMENT  
has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the  
project identified in this Agreement and its associated Appendices A and B in accordance with  
applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto,  
authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT  
and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and  
agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such  
diligently, and all work shall be completed in accordance with the  
schedule established by both parties.
2. Perform or have performed, and remit all payments for, all  
preliminary engineering, right-of-way acquisition, construction,  
contract administration, and inspection services activities for the  
project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost upon request and at the end of the project
4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
6. Make the Project available for review during its design, right of way, and/or construction phases by the COUNTY personnel upon request.
7. Maintain accurate documentation and records of all project costs incurred and paid for all phases of the Project and make said documentation and records available for review by the COUNTY upon request.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
3. In the event that the project involves construction or modification of a facility that is or will be in the State Highway System, upon completion of the Project, provide a final accounting of all capitalizable Project costs, irrespective of funding source, by the first day of August following the end of the fiscal year in which the Project was completed. As the Project asset is owned by the Commonwealth, in accord with Government Accounting Standards Board Statement 34, the Project will be included in the Commonwealth's Comprehensive Annual Financial Report.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or

personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.
- J. The Parties mutually agree that should any Northern Virginia Transportation Authority (NVTa) funding be utilized to pay for all or any portion of the Project being administered by the DEPARTMENT, the provisions/terms in Appendix C shall apply and are incorporated herein by reference as if set forth in full in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.



THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____	_____
	Date
Tom Biesiadny	_____
	Date
_____	_____
Signature of Witness	Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____	_____
Chief of Policy	Date
Commonwealth of Virginia	
Department of Transportation	
_____	_____
Signature of Witness	Date

## VDOT Administered Locally Funded Appendix A

Date: 8/17/2015

Project Number: 0001-029-205

UPC:

107187

CFDA#

20.205

Locality:

Fairfax County

Project Location ZIP+4: 22309-2344

Locality Address (incl ZIP+4): 4050 Legato Road,  
Suite 400, Fairfax, VA 22033-2867

## Project Narrative

Scope: Widen Route 1 from 4 to 6 lanes and add bike and pedestrian facilities.

From: Mt Vernon Memorial Highway

To: Napper Road

Locality Project Manager Contact info: Jane Rosenbaum 703-877-5756 Email: jane.rosenbaum@fairfaxcounty.gov

Department Project Coordinator Contact Info: Amanda Baxter 703-259-1996 Email: amanda.baxter@vdot.virginia.gov

## Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$10,000,000
Right of Way & Utilities	\$20,000,000
Construction	\$38,000,000
Total Estimated Cost	\$68,000,000
Estimate for Current Billing	

## Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$9,000,000	RSTP	0.00%	\$0
	\$1,000,000	Local Funds - NVTA	100.00%	\$1,000,000
Total PE	\$10,000,000			\$1,000,000
Right of Way & Utilities				
Total RW				
Construction				
Total CN				
Total Estimated Cost	\$10,000,000			\$1,000,000

Total Maximum Reimbursement / Payment by Locality to VDOT

\$1,000,000

## Project Financing

RSTP	RSTP - State Match	Local Funds - NVTA			Aggregate Allocations (A+B+C+D+E)
\$7,200,000	\$1,800,000	\$1,000,000			\$10,000,000

## Payment Schedule

FY 2016	FY 2017		
\$750,000	\$250,000		

## Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$10,000,000 (if applicable)
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
  - FY'14 \$2,429,021 Allocations by the CTB, Expenditure deadline June 30, 2017
  - FY'15 \$2,270,877 Allocation by the CTB, Expenditure deadline June 30, 2018
  - FY'16 \$4,300,102 Allocation by the CTB, Obligation deadline June 30, 2016, Expenditure deadline June 30, 2019
- This Appendix A is being revised to reflect an increase in allocations.
- VDOT has billed zero (\$0.00) (dollar amount) the locality for this project as of 8/5/2015 (date)
- VDOT has received zero (\$0.00) (dollar amount) from the locality for this project as of 8/5/2015 (date)
- NVTA to distribute 4 quarterly payments of \$250,000 per quarter over 12 months with the payment due on the first day of each quarter beginning on 11/1/2015 (date)
- This Appendix A supersedes any previously listed funding schedule.

Authorized Locality Official and date

Authorized VDOT Official Recommendation and Date

Typed or printed name of person signing

Terry Yates  
Typed or printed name of person signing

**Appendix B**

**Project Number:** 0001-029-205    **(UPC 107187)**    **Locality:** Fairfax County

Project Scope	
<b>Work Description:</b>	<b>Route 1 (Richmond Highway) Multi-modal Improvements</b>
<b>From:</b>	<b>Napper Road</b>
<b>To:</b>	<b>Mt. Vernon Highway</b>
Locality Project Manager Contact Info: Jane Rosenbaum; Email: <a href="mailto:Jane.Rosenbaum@fairfaxcounty.gov">Jane.Rosenbaum@fairfaxcounty.gov</a> ; Phone 703 877-5756 Department Project Coordinator Contact Info: Amanda Baxter; Email: <a href="mailto:Amanda.Baxter@VDOT.virginia.gov">Amanda.Baxter@VDOT.virginia.gov</a> ; Phone: 703 259-1996	

Detailed Scope of Services
<p>VDOT to administer the Preliminary Engineering for widening approximately 2.91 miles of Route 1 from four to six lanes, including full bicycle and pedestrian accommodations, between Route 235 and Napper Road with reserved space in the median for future BRT, consistent with the Fairfax County Comprehensive Plan.</p>

This attachment is certified and made an official attachment to this document by the parties of this agreement

\_\_\_\_\_  
Authorized Locality Official and date  
  
\_\_\_\_\_  
Typed or printed name of person signing

\_\_\_\_\_  
Residency Administrator/PE Manager/District Construction Engineer  
Recommendation and date  
  
\_\_\_\_\_  
Typed or printed name of person signing

## Appendix C

- All Northern Virginia Transportation Authority ("NVTA") revenues shall be used solely for the transportation purposes referenced in the Memorandum of Agreement (MOA) between VDOT, VDRPT and NVTA, and in accordance with Virginia Code Section 33.2-2509-2510, and for the PROJECT as approved by NVTA.
- On a quarterly basis, the DEPARTMENT will provide a summary of PROJECT expenditures to the COUNTY for charges of actual DEPARTMENT costs consistent with Appendix A and the most recently approved NVTA cash flow estimates, containing detailed summaries of actual PROJECT costs incurred with supporting documentation as mutually agreed upon between VDOT and the COUNTY and containing certifications that all such costs were incurred in the performance of work for the PROJECT as authorized by this Agreement.
- Should the DEPARTMENT be requested and agree to provide additional funds in order to proceed or complete the funding necessary for the PROJECT, the DEPARTMENT shall certify to the COUNTY that such additional funds have been either authorized and/or appropriated by the Commonwealth Transportation Board (CTB) or the Virginia General Assembly as may be applicable or have been obtained through another independent source. Nothing in this provision shall be interpreted or construed to require VDOT to provide additional funding for the PROJECT and any agreement by VDOT to provide additional funding shall be contained in a modified Appendix or an addendum to this Agreement, executed by both VDOT and LOCALITY.
- Should the NVTA funding be discontinued or insufficient to cover the costs of the PROJECT or portions thereof to be funded with NVTA funds, the provisions of sections B(2) , G and H of this Agreement shall apply.
- The DEPARTMENT shall reimburse the COUNTY for all NVTA Project Funding that the DEPARTMENT misapplies or uses in violation of the NVTA Act, Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement, plus, to the extent permitted by law, interest at the rate earned by NVTA (the "NVTA Rate") .
- The DEPARTMENT shall name the COUNTY, NVTA, and to the extent applicable NVTA's Bond Trustee and/or require that all DEPARTMENT's contractors name the COUNTY, NVTA and NVTA's Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of the DEPARTMENT for the PROJECT and present to NVTA and the COUNTY satisfactory evidence thereof before any NVTA Project Funding is used by the DEPARTMENT for the PROJECT.
- The DEPARTMENT shall give notice to the COUNTY that the DEPARTMENT may use NVTA funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
- Under no circumstances will the COUNTY or NVTA be considered responsible or obligated to operate and/or maintain the PROJECT after its completion.

- The DEPARTMENT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the PROJECT, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
- The COUNTY shall provide coordination as between NVTa and the DEPARTMENT for the PROJECT, as may be necessary and/or as may be agreed to by the PARTIES.
- Funding by NVTa shall be subject to annual appropriation or other lawful appropriation by the NVTa, and Virginia General Assembly, respectively. Should the DEPARTMENT agree to provide any funding for the PROJECT or any portion thereof, said funding shall be subject to appropriation by the General Assembly and allocation by the CTB.
- In the event of disputes arising under this Agreement, the PARTIES agree to attempt to first resolve any such dispute by engaging in an informal dispute resolution process. Each party shall designate an authorized representative to conduct informal dispute resolution discussions on its behalf. Any resolutions and/or settlements of pending disputes reached via the informal dispute resolution method shall be presented to the County's Board of Supervisors and the Commissioner of Highways for ratification in order to be considered in full force and effect; and this Agreement shall be amended to reflect the substance of any such resolution. Nothing herein, however, shall limit or abrogate the right of either party to pursue whatever legal remedies that may be available to it in a court of competent jurisdiction.
- The DEPARTMENT shall maintain complete and accurate financial records relative to the PROJECT and all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the PROJECT for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws and provide copies of any such financial records to the COUNTY, free of charge, upon request.
- The DEPARTMENT shall provide a certification to the COUNTY and NVTa no later than 90 days after final payment to the contractors that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

## FY 2015-16 PROJECT DESCRIPTION FORM (8S)

### Basic Project Information

**Submitting Agency:** Fairfax County

**Project Title:** US 1 (Richmond Highway) Widening (Mount Vernon Memorial Highway to Napper Road) 8S

**Project Type (check one):**

Roadway (X)    Transit ( )

**VA State Route Number (if applicable) and NVT Authority Corridor Number (1-8):** US 1 (Richmond Highway), I-95/I-495/I-395/US1 / Corridor 8

1. **Project Description:** Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. Richmond Highway is an Urban Principal Arterial with an AADT of 35,000. This project will provide a 6 lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project will tie into the section of Richmond Highway north of Napper Road which is also a 6 lane facility, resulting in a 6 lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. This project includes both pedestrian and bicycle facilities and provision for future transit.
2. **Requested NVT Authority Funds:** \$13,500,000
3. **Phase(s) of Project Covered by Requested NVT Authority Funds:** Preliminary engineering and environmental analysis
4. **Total Cost to Complete Project:** \$90,000,000
5. **Project Milestone -Study Phase:** Start of Study - FY 2016
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - FY 2016
7. **Project Milestones -Final Design:** Start of Final Design - To be Determined (TBD)
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - TBD

1      US 1 (Richmond Highway) Widening (Mount Vernon Memorial Highway to Napper Road) 8S



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**11. Is Project in Transaction 2040:**

Yes (X)      No ( )

**12. Project in 2010 CLRP: CLRP ID # 1942**

**13. Project Leverages other Funding: (please state amount)**

- Local ( )
- State ( )
- Federal ( X ) The project currently has \$9,000,000 in federal funds allocated
- Other:

2      US 1 (Richmond Highway) Widening (Mount Vernon Memorial Highway to Napper Road) 8S



## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
Widening this section of US 1 will eliminate a choke point between Jeff Todd Way and the intersection of Mt. Vernon Memorial Highway (north). With the completion of the construction project on US 1 through Ft. Belvoir, the sections of US 1 which are adjacent to this 4 lane section will have 6 lanes. This project facilitates the economic development of the US 1 corridor and provides a consistent 6 lane facility between Ft. Belvoir and I-95/I-495 in Alexandria. This project will include facilities for pedestrians and bicyclist and provision for transit. This project will facilitate the movement of employees and goods into and out of Ft. Belvoir and the recently-completed hospital at Ft. Belvoir.
- **How does the project reduce congestion?**  
This project will reduce congestion by providing a consistent 6 lane facility for the length of US 1 between Telegraph Road and I-95/I-495 in Alexandria; currently this section of US 1 is 4 lanes wide. The project will also provide capacity improvements at existing intersections, signalization and turn lanes at critical intersections as well as including bicycle and pedestrian facilities and improvements in the corridor.
- **How does project increase capacity? (Mass Transit Projects only) – N/A**
- **How does project improve auto and pedestrian safety?**  
This project will widen this section of US 1 bringing the lane widths to standards. The project will include a raised median which will provide for a positive barrier between opposing directions of traffic. The project will also consolidate driveway entrances limiting the number of conflict points along the corridor and provide both pedestrian and bicycle facilities.
- **List internet links below to any additional information in support of this project:**



ACTION - 4

Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for Frontier Drive Extension (Lee District)

ISSUE:

Board of Supervisors' authorization for the Fairfax County Director of the Department of Transportation to sign standard project agreements, with the Northern Virginia Transportation Authority (NVTA) substantially in the form of Attachment 2, and with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 3, to implement the extension of Frontier Drive from Franconia-Springfield Parkway to Loisdale Drive.

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment 1) authorizing the Fairfax County Director of the Department of Transportation to execute standard project agreements, in substantial form, with NVTA (Attachment 2) for \$2 million in funding to support the Frontier Drive Extension project and with VDOT (Attachment 3) for \$5 million to implement the same project.

TIMING:

The Board of Supervisors should act on this item on September 22, 2015, so that NVTA can begin to release funding for the implementation of the Frontier Drive Extension project to VDOT.

BACKGROUND:

On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included \$63 million for the Frontier Drive Extension project. That same day, the Board of Supervisors also approved staff's recommended project submissions for NVTA consideration for FY2015-2016 funding. On April 23, 2015, the NVTA approved its FY 2015-2016 Two-Year program, which included approximately \$346 million for 37 projects across Northern Virginia.

NVTA's Two-Year program included \$2 million for the Frontier Drive Extension project, which will support preliminary engineering and environmental analysis activities for the extended roadway. Ultimately, this project will provide a 1.27 mile extension of Frontier

Drive from its current terminus at the Franconia-Springfield Transportation Center to Loisdale Road, through the Springfield Industrial Park, generally along the existing Springfield Center Drive alignment. The project includes intersection and circulatory roadway improvements, interchange modification at the Franconia-Springfield Parkway and bicycle/pedestrian improvements. The description sheet for this approved project is included as Attachment 4. The proposed NVTa Standard Project Agreement (SPA) for the Frontier Drive Extension project is included as Attachment 2.

On March 3, 2015, the Board approved a project funding agreement with VDOT for preliminary engineering, survey, and geotechnical studies on the Frontier Drive Extension project, all totaling \$2 million. The new project agreement with VDOT (Attachment 3) is identical to the existing agreement in all essential respects except for the amount of funding being provided to VDOT and the funding schedule. The funding schedule in Appendix A of the new project agreement will supersede the funding schedule previously approved by the Board. The new project agreement will include funding in the amount of \$5 million, which includes \$2 million in NVTa regional funds per the NVTa approved FY 2015-FY 2016 Two-Year program, and \$3 million in local contributions in project 2G40-095-000 under Fund 40010 (County and Regional Transportation Projects) (\$2 million in the existing agreement, and an additional \$1 million included as part of the FY 2015 Carryover Review).

HB 2313 (2013) directs the NVTa to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by NVTa that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity.

To facilitate the implementation of the regionally funded projects, NVTa and jurisdictional staff developed an SPA to establish the terms and conditions associated with the funding the Authority approves for these regional projects. The SPA is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTa. County staff was extensively involved in drafting this SPA, and in tailoring it for the Frontier Drive Extension project.

The major provisions of the SPA provide that the County will:

- Perform work in accordance with all applicable federal, state, and local laws and regulations, the SPA and the Project Description Sheet;
- Perform or have performed all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisition as required by the SPA and necessary to complete the project;

Board Agenda Item  
September 22, 2015

- Update project cash flow requirements periodically;
- Provide requests for payment consistent with the approved cash flow for a project on standard requisition forms;
- Notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances. NVTA will decide whether to fund these additional costs, but only in accordance with NVTA's project selection process;
- Release or return any unexpended funds to NVTA no later than 90 days following final payment to contractors;
- Certify that any matching funds required for the project have been secured;
- Reimburse NVTA (with interest) for any funds misapplied or not used in accordance with the statutes governing NVTA's revenues;
- Acknowledge that NVTA will not be responsible for operating or maintaining the project upon completion;
- Obtain all necessary permits or permissions necessary for constructing and/or operating the project;
- Comply with all applicable federal and state funding requirements, if such other sources are used to fund the project;

The SPA provides that NVTA will:

- Provide funding for the project on a reimbursement basis, as outlined in the project agreement, project budget and cash flow as originally or subsequently approved;
- Assign a project coordinator to monitor the project to ensure compliance with the agreement and review payment requisitions;
- Make project payments within 20 days, if the payment requisition is sufficient;
- Notify the County of reasons a payment requisition is declined;
- Consider additional payment requests recommended by the Executive Director and the Finance Committee;
- Conduct periodic reviews of the project to ensure that it remains in compliance with the agreed-upon project scope;
- Advise the County in writing of any misused or misapplied funding and make recommendations to NVTA's Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- Secure reimbursement from the County (with interest) of any misused or misapplied funding;
- Make guidelines available to assist with complying with the terms of the agreement.

FCDOT has often contracted with VDOT to construct projects on the County's behalf. However, with the advent of NVTA regional funding, the number of such projects will increase significantly and establishing clear roles and responsibilities between FCDOT and VDOT, vis-à-vis NVTA funding, will help facilitate these projects going forward.

Board Agenda Item  
September 22, 2015

With this in mind, County staff worked with VDOT to craft a new, modified SPA between the County and VDOT (Attachment 3), specific to NVTA-funded projects.

The FCDOT/VDOT SPA will 1) enable FCDOT to remain responsible for and oversee the implementation by VDOT of the Frontier Drive Extension project, according to the terms of the County's agreement with NVTA; and 2) provide a mechanism for funding to flow directly from NVTA to VDOT, on a reimbursement basis.

FISCAL IMPACT:

The County will oversee and authorize \$2 million in funding directly from NVTA to VDOT on a reimbursement basis to support the implementation of the Frontier Drive Extension project. The additional \$1 million in local funding is available in project 2G40-095-000 under Fund 40010 (County and Regional Transportation Projects) as part of the FY 2015 Carryover Review. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation  
Attachment 2: Standard Project Agreement for the Frontier Drive Extension Project, including Related Appendices, with the Northern Virginia Transportation Authority  
Attachment 3: Standard Project Agreement for the Frontier Drive Extension Project, including Related Appendices, with the Virginia Department of Transportation  
Attachment 4: Approved Project Description Sheet for the Frontier Drive Extension Project

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Todd Minnix, Chief, Transportation Design Division, FCDOT  
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT  
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT  
Erin C. Ward, Senior Assistant County Attorney

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Frontier Drive Extension project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

**Standard Project Agreement for Funding and Administration**  
**between**  
**Northern Virginia Transportation Authority**  
**and**  
Fairfax County  
**(Recipient Entity)**

NVTA Project Number: Frontier Drive Extension & Braided Ramps 8R

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and Fairfax County ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

Revised: May 14, 2015

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, Fairfax County formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed Fairfax County's application for funding and has approved Fairfax County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Fairfax County, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by Fairfax County to finance the Project;

WHEREAS, NVTa agrees that Fairfax County will design and/or construct the Project or perform such other specific work for the Project and Fairfax County agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Fairfax County's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and Fairfax County's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Fairfax County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTa funds specified on Appendix B to pay any Project cost if the NVTa Act does not permit such Project cost to be paid with NVTa funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTa will provide funding for such multiple phases (as set forth on Appendix B), NVTa may not provide funding to Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTa funds, Fairfax County shall submit a written request to NVTa's Executive Director explaining the need for NVTa's funding of an advanced phase. NVTa's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTa's current and projected cash flow position and make a recommendation to NVTa whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Fairfax County from providing its own funds to



advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTa's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, Fairfax County can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of Fairfax County.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. Fairfax County understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. Fairfax County shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Fairfax County's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Fairfax County's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Fairfax County and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Fairfax County; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Fairfax County's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Fairfax County may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Fairfax County the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Fairfax County for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all Fairfax County's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Fairfax County. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify Fairfax County in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of Fairfax County that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of \_\_\_\_\_ Fairfax County \_\_\_\_\_'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that \_\_\_\_\_ Fairfax County \_\_\_\_\_ has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise \_\_\_\_\_ Fairfax County \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Fairfax County \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review \_\_\_\_\_ Fairfax County \_\_\_\_\_'s response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that \_\_\_\_\_ Fairfax County \_\_\_\_\_ has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from \_\_\_\_\_ Fairfax County \_\_\_\_\_ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by \_\_\_\_\_ Fairfax County \_\_\_\_\_. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Fairfax County may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Fairfax County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Fairfax County shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTAs all funds NVTAs provided to Fairfax County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Fairfax County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTa excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all funds NVTa provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project based upon \_\_\_\_\_ Fairfax County \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all or a portion of the funds NVTa provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ Fairfax County \_\_\_\_\_ has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, \_\_\_\_\_ Fairfax County \_\_\_\_\_ will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and \_\_\_\_\_ Fairfax County \_\_\_\_\_'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to \_\_\_\_\_ Fairfax County \_\_\_\_\_'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

\_\_\_\_\_ Fairfax County \_\_\_\_\_ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this



Agreement. In the event that Fairfax County fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Fairfax County shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Fairfax County refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Fairfax County by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Fairfax County.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033-2895 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

Fairfax County represents that it is not acting as a partner or agent of NVT A; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

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

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

\_\_\_\_\_ Fairfax County \_\_\_\_\_ (Name of Recipient Entity)

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

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

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVTA Project Description Sheet***

NVTA Project Title: Frontier Drive Extension & Braided Ramps 8R

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Sung Shin, (703) 877-5753,  
sung.shin@fairfaxcounty.gov

NVTA Program Coordinator Contact information:

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>

<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Frontier Drive Extension & Braided Ramps 8R  
 Recipient Entity: Fairfax County  
 Project Contact Information: Sung Shin, (703) 877-5753, sung.shin@fairfaxcounty.gov

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work/Engineering/Environmental Work	\$ 15,000,000	\$ 2,000,000	\$ -	NVTA/70%	\$ 10,000,000	\$ 3,000,000
Right-of-Way Acquisition	\$ 25,000,000	\$ -	\$ -	NVTA/70%	\$ 25,000,000	\$ -
Construction/Contract Administration/Testing Services/Inspection Services	\$ 49,500,000	\$ -	\$ -	NVTA/70%	\$ 49,500,000	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total Estimated Cost</b>	<b>\$ 89,500,000</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>		<b>\$ 84,500,000</b>	<b>\$ 3,000,000</b>

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental Work			\$ 750,000		\$ 1,000,000		\$ 250,000			
Right-of-Way Acquisition										
Construction/Contract Administration/Testing Services/Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 250,000		\$ 250,000			
October										
November										
December			\$ 250,000		\$ 250,000					
January										
February										
March			\$ 250,000		\$ 250,000					
April										
May										
June			\$ 250,000		\$ 250,000					
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature \_\_\_\_\_  
 FCDOT Director \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Tom Biesiadny \_\_\_\_\_  
 Print name of person signing

Northern Virginia Transportation Authority

Signature \_\_\_\_\_  
 NVTA Executive Director \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Print name of person signing

**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY  
PROJECT NUMBER 2677-029-204 UPC 106742

THIS AGREEMENT, made and executed in triplicate on this the \_\_\_\_ day  
of \_\_\_\_\_, 2015, between the COMMONWEALTH OF  
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred  
to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter  
referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer  
the work as described in Appendix B, and such work for each improvement shown is hereinafter  
referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to  
finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this  
project in accordance with the scope of work described in Appendix B, and the DEPARTMENT  
has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the  
project identified in this Agreement and its associated Appendices A and B in accordance with  
applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto,  
authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT  
and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and  
agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such  
diligently, and all work shall be completed in accordance with the  
schedule established by both parties.
2. Perform or have performed, and remit all payments for, all  
preliminary engineering, right-of-way acquisition, construction,  
contract administration, and inspection services activities for the  
project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost upon request and at the end of the project
4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
6. Make the Project available for review during its design, right of way, and/or construction phases by the COUNTY personnel upon request.
7. Maintain accurate documentation and records of all project costs incurred and paid for all phases of the Project and make said documentation and records available for review by the COUNTY upon request.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
3. In the event that the project involves construction or modification of a facility that is or will be in the State Highway System, upon completion of the Project, provide a final accounting of all capitalizable Project costs, irrespective of funding source, by the first day of August following the end of the fiscal year in which the Project was completed. As the Project asset is owned by the Commonwealth, in accord with Government Accounting Standards Board Statement 34, the Project will be included in the Commonwealth's Comprehensive Annual Financial Report.

- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or

personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.
- J. The Parties mutually agree that should any Northern Virginia Transportation Authority (NVTA) funding be utilized to pay for all or any portion of the Project being administered by the DEPARTMENT, the provisions/terms in Appendix C shall apply and are incorporated herein by reference as if set forth in full in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.



THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____	_____
	Date
Tom Biesiadny	_____
	Date
Signature of Witness	_____
	Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

Chief of Policy Commonwealth of Virginia Department of Transportation	_____
	Date
Signature of Witness	_____
	Date

## VDOT Administered Locally Funded Appendix A - Revision 1

Date: 8/20/2015

Project Number: 2677-029-204 UPC: 106742 CFDA# N/A Locality: Fairfax County

Project Location ZIP+4: 22309-2344	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400, Fairfax, VA 22033-2867
------------------------------------	--

## Project Narrative

Scope: Extend Frontier Drive from Franconia Springfield Parkway to Loisdale Road plus add Braided Ramps

From: Franconia Springfield Parkway

To: Loisdale Road

Locality Project Manager Contact info: Sung Shin 703 877-5753 Email: Sung.Shin@fairfaxcounty.gov

Department Project Coordinator Contact Info: Zamir Mirza 703 259-1794 Email: Zamir.Mirza@vdot.virginia.gov

## Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$5,000,000
Right of Way & Utilities	
Construction	
Total Estimated Cost	\$5,000,000
Estimate for Current Billing	

## Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$2,000,000	Local Funds - NVTA	100.00%	\$2,000,000
	\$3,000,000	Local Funds	100.00%	\$3,000,000
Total PE	\$5,000,000			\$5,000,000
Total Estimated Cost				\$5,000,000

Total Maximum Reimbursement / Payment by Locality to VDOT

\$5,000,000

## Project Financing

Accounts Receivable Local Funds	Local Funds	Local Funds - NVTA	Aggregate Allocations (A+B+C+D+E)
\$2,000,000	\$1,000,000	\$2,000,000	\$5,000,000

## Payment Schedule

FY 2016	FY 2017	FY 2018
\$1,750,000	\$1,000,000	\$250,000

## Program and project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$5,000,000 (if applicable)
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- This Appendix A is being revised to reflect a change in funding.
- This Appendix A reflects funding provided under this Project Agreement and the funding already provided under the Project Agreement dated March 27, 2015.
- This Appendix A incorporates and supersedes the funding schedule in the Project Agreement for this project dated March 27, 2015.
- VDOT has billed zero (\$0.00) to the locality for this project as of 8/5/2015
- VDOT has received \$2,000,000 from the locality for this project as of 5/5/2015 pursuant to the Project Agreement dated 3/27/2015.
- Fairfax County will send \$1,000,000 for this project as of 10/5/2015
- NVTA to distribute \$250,000 per quarter for 8 consecutive quarters beginning 12/1/2015

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official and date

Authorized VDOT Official Recommendation and Date

Typed or printed name of person signing

 Terry Yates  
 Typed or printed name of person signing

**Appendix B**

**Project Number:** (UPC 106742) **Locality:** Fairfax County

Project Scope	
<b>Work Description:</b>	<b>Frontier Drive Extension</b>
<b>From:</b>	<b>Franconia Springfield Parkway</b>
<b>To:</b>	<b>Loisdale Road</b>
Locality Project Manager Contact Info: Sung Shin, 703-877-5753, Email: Sung.Shin@fairfaxcounty.gov Department Project Coordinator Contact Info: Contact Info: Zamir A. Mirza, 703-259-1794, Email: Zamir.Mirza@vdot.virginia.gov	

Detailed Scope of Services
<p>VDOT will continue design of a 1.27 mile extension project of Frontier Drive from its current terminus at the Franconia-Springfield Transportation Center to Loisdale Road, through the Springfield Industrial Park, generally along the existing Springfield Center Drive alignment. The project includes intersection and circulatory roadway improvements, interchange modification and bicycle/pedestrian improvements. Preliminary Engineering effort includes design, survey, traffic studies, geotechnical studies and environmental documentation.</p>

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Residency Administrator/PE Manager/District Construction Engineer  
Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing

## Appendix C

- All Northern Virginia Transportation Authority ("NVTA") revenues shall be used solely for the transportation purposes referenced in the Memorandum of Agreement (MOA) between VDOT, VDRPT and NVTA, and in accordance with Virginia Code Section 33.2-2509-2510, and for the PROJECT as approved by NVTA.
- On a quarterly basis, the DEPARTMENT will provide a summary of PROJECT expenditures to the COUNTY for charges of actual DEPARTMENT costs consistent with Appendix A and the most recently approved NVTA cash flow estimates, containing detailed summaries of actual PROJECT costs incurred with supporting documentation as mutually agreed upon between VDOT and the COUNTY and containing certifications that all such costs were incurred in the performance of work for the PROJECT as authorized by this Agreement.
- Should the DEPARTMENT be requested and agree to provide additional funds in order to proceed or complete the funding necessary for the PROJECT, the DEPARTMENT shall certify to the COUNTY that such additional funds have been either authorized and/or appropriated by the Commonwealth Transportation Board (CTB) or the Virginia General Assembly as may be applicable or have been obtained through another independent source. Nothing in this provision shall be interpreted or construed to require VDOT to provide additional funding for the PROJECT and any agreement by VDOT to provide additional funding shall be contained in a modified Appendix or an addendum to this Agreement, executed by both VDOT and LOCALITY.
- Should the NVTA funding be discontinued or insufficient to cover the costs of the PROJECT or portions thereof to be funded with NVTA funds, the provisions of sections B(2), G and H of this Agreement shall apply.
- The DEPARTMENT shall reimburse the COUNTY for all NVTA Project Funding that the DEPARTMENT misapplies or uses in violation of the NVTA Act, Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement, plus, to the extent permitted by law, interest at the rate earned by NVTA (the "NVTA Rate").
- The DEPARTMENT shall name the COUNTY, NVTA, and to the extent applicable NVTA's Bond Trustee and/or require that all DEPARTMENT's contractors name the COUNTY, NVTA and NVTA's Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of the DEPARTMENT for the PROJECT and present to NVTA and the COUNTY satisfactory evidence thereof before any NVTA Project Funding is used by the DEPARTMENT for the PROJECT.
- The DEPARTMENT shall give notice to the COUNTY that the DEPARTMENT may use NVTA funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
- Under no circumstances will the COUNTY or NVTA be considered responsible or obligated to operate and/or maintain the PROJECT after its completion.

- The DEPARTMENT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the PROJECT, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
- The COUNTY shall provide coordination as between NVTA and the DEPARTMENT for the PROJECT, as may be necessary and/or as may be agreed to by the PARTIES.
- Funding by NVTA shall be subject to annual appropriation or other lawful appropriation by the NVTA, and Virginia General Assembly, respectively. Should the DEPARTMENT agree to provide any funding for the PROJECT or any portion thereof, said funding shall be subject to appropriation by the General Assembly and allocation by the CTB.
- In the event of disputes arising under this Agreement, the PARTIES agree to attempt to first resolve any such dispute by engaging in an informal dispute resolution process. Each party shall designate an authorized representative to conduct informal dispute resolution discussions on its behalf. Any resolutions and/or settlements of pending disputes reached via the informal dispute resolution method shall be presented to the County's Board of Supervisors and the Commissioner of Highways for ratification in order to be considered in full force and effect; and this Agreement shall be amended to reflect the substance of any such resolution. Nothing herein, however, shall limit or abrogate the right of either party to pursue whatever legal remedies that may be available to it in a court of competent jurisdiction.
- The DEPARTMENT shall maintain complete and accurate financial records relative to the PROJECT and all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the PROJECT for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws and provide copies of any such financial records to the COUNTY, free of charge, upon request.
- The DEPARTMENT shall provide a certification to the COUNTY and NVTA no later than 90 days after final payment to the contractors that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

## **FY 2015-16 PROJECT DESCRIPTION FORM (8R)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** Frontier Drive Extension & Braided Ramps 8R

**Project Type (check one):**

Roadway ( ☒ ) Transit ( ☐ )

**VA State Route Number (if applicable) and NVTa Corridor Number (1-8):** VA 286 – TA 2040 Corridor 8

1. **Project Description:** Partial funding for study, preliminary engineering, performing Interchange Modification Report (IMR) level analysis, and environmental analysis. Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and interchange improvements (braided ramps) to and from the Parkway. Provide on-street parking along Frontier Drive where feasible, as well as pedestrian and bicycle facilities. Supports possible future relocation of the FBI to Springfield and provides access between Loisdale Road, Northern Virginia Community College, the Inova Medical Campus, the Franconia-Springfield Metrorail station, and the Springfield Town Center.
2. **Requested NVTa Funds:** \$9,000,000 which will allow completion of the preliminary design phase including environmental analysis and an IMR.
3. **Phase(s) of Project Covered by Requested NVTa Funds:** Preliminary design phase including developing design plans and performing environmental analysis and an IMR level analysis
4. **Total Cost to Complete Project:** \$84,500,000
5. **Project Milestone -Study Phase:** Start of Study - Fall 2010
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - Spring 2015
7. **Project Milestones -Final Design:** Start of Final Design - TBD
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**11. Is Project in Transaction 2040:**

Yes ( ☒ )

No ( ☐ )

**12. Project in 2010 CLRP: N/A**

**13. Project Leverages other Funding: (please state amount)**

- Local ( ☒ )
- State ( ☐ )
- Federal ( ☐ )
- Other: Developer proffers



## **Northern Virginia Transportation Authority**

*The Authority for Transportation in Northern Virginia*

### Stated Benefits

- **What Regional benefit(s) does this project offer?**

This project is expected to reduce congestion on I-95 between the Fairfax County Parkway and Old Keene Mill Road/Franconia Road, and in the area around the Springfield Town Center. It also enhances connectivity and access to and from the Franconia-Springfield Metrorail Station, Springfield Town Center, and the Springfield Industrial Park. The project will also create a more walkable, bicycle/pedestrian-friendly environment. If the site is selected, it will support the relocation of the FBI headquarters to Springfield.

- **How does the project reduce congestion?**

The Frontier Drive extension is anticipated to reduce congestion by providing alternative route choice options to/from I-95, Fairfax County Parkway, Loisdale Road, and the Franconia-Springfield Parkway. It will shorten trip lengths and reduce trips on numerous streets in the Springfield Town Center area. This project will especially improve traffic operations in the Springfield area east of I-95 and also along adjacent roadways and intersections. It will also enhance connectivity and access to and from the Franconia-Springfield Metrorail Station.

- **How does project increase capacity? (Mass Transit Projects only) N/A**

- **How does project improve auto and pedestrian safety?**

The project will reduce congestion around the Springfield Town Center, enhance roadway connectivity and access to and from Franconia-Springfield Metrorail Station, and also enhance bicycle/pedestrian connectivity and access to Franconia-Springfield Metrorail Station. All of these measures will serve to improve safety by reducing vehicle/pedestrian conflicts.

- **List internet links below to any additional information in support of this project:**

Fairfax County Comprehensive Plan:

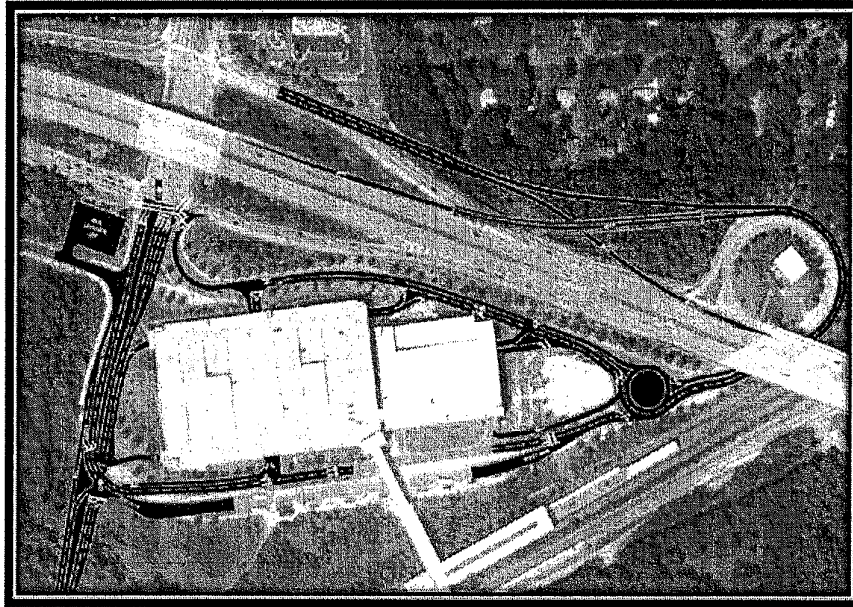
<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/area4/franconiaspring.pdf>

Springfield Connectivity Study: <http://www.fairfaxcounty.gov/dpz/springfield/>





**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*



Board Agenda Item  
September 22, 2015

ACTION - 5

Endorsement of the Metropolitan Washington Airports Authority's (MWAA)  
Implementation of the Old Meadow Road Realignment

ISSUE:

Board of Supervisors endorsement of the Metropolitan Washington Airports Authority (MWAA) implementation of the Old Meadow Road realignment

RECOMMENDATION:

The County Executive recommends the Board endorse the completion of the Old Meadow Road realignment by MWAA and authorize the Chairman to send the attached letter (Attachment 1) reaffirming support for MWAA's implementation of the Old Meadow Road realignment as part of the Phase 1 Silver Line outstanding punch list items.

TIMING:

Board action is requested on September 22, 2015, to ensure time for MWAA to complete this improvement by December 31, 2016 as previously committed by MWAA (Attachment 2).

BACKGROUND:

The Dulles Corridor Metrorail Project design of the Route 123 intersection with Capital One Drive/Old Meadow Road required a shift of the Capital One Drive approach lanes to accommodate construction of piers supporting the Metrorail guideway and station. With the shift of the Capital One Drive approach lanes, the design proposed an equivalent shift of the Old Meadow Road receiving lanes to align the through movement from Capital One Drive to Old Meadow Road. Doing so allows for the most efficient operation of this intersection, and minimizes delays to Route 123 traffic.

The realignment was part of the approved and permitted plans. A utility that had previously been relocated by the rail project was determined to be in conflict with the Old Meadow realignment. MWAA did commit to the Virginia Department of Transportation to complete this realignment by December 31, 2016 (Attachment 2).

This realignment is necessary to alleviate the offset through the intersection created by

Board Agenda Item  
September 22, 2015

the guideway piers on the north side of the intersection. If it is not completed by MWAA as previously committed, it is unclear whether the work will be completed by any other party. Neither the County nor an adjacent developer currently has plans to undertake work at this location. The current condition creates both safety and operational issues that need to be addressed by the rail project.

MWAA is currently studying whether to undertake this work or not. County staff believes that MWAA has made a commitment to VDOT to complete this work and asked that the Board support MWAA proceeding with this improvement.

FISCAL IMPACT:

Funding for this improvement is included in the approved budget for Phase 1 of the Dulles Rail Project. If MWAA constructs this improvement, there is no additional cost to the County. If MWAA does not construct it, some other party would need to pay for the construction in the future.

ENCLOSED DOCUMENTS:

Attachment 1: Letter to Metropolitan Washington Airports Authority on Old Meadow Road

Attachment 2: MWAA letter to VDOT on December 12, 2013

STAFF:

Edward L. Long Jr., County Executive

Robert A. Stalzer, Deputy County Executive

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

Mark Canale, Dulles Rail Project Manager, FCDOT

Martha Coello, Senior Transportation Planner, FCDOT



**SHARON BULOVA**  
CHAIRMAN

COMMONWEALTH OF VIRGINIA  
**County of Fairfax**  
BOARD OF SUPERVISORS

**Attachment 1**  
12000 GOVERNMENT CENTER PKWY  
SUITE 530  
FAIRFAX, VIRGINIA 22035-0071  
TELEPHONE: 703/324-2321  
FAX: 703/324-3955  
TTY: 711  
[chairman@fairfaxcounty.gov](mailto:chairman@fairfaxcounty.gov)

September 22, 2015

Mr. Frank M. Conner III  
Chairman  
Metropolitan Washington Airports Authority  
1 Aviation Circle  
Washington, DC 20001

Reference: Fairfax County Board of Supervisors Position on the Completion of the  
Realignment of Old Meadow Road

Dear Mr. Conner:

On behalf of the Fairfax County Board of Supervisors, I am writing to state the Board's position that the Dulles Corridor Metrorail Project (DCMP) expedite and complete the realignment of Old Meadow Road. This road improvement was included in the Phase 1 DCMP scope and contract. In addition, MWAA confirmed it would be completed in a letter from Pat Nowakowski to Garrett Moore on December 12, 2013 (attached).

The realignment with Capital One Drive, which was moved by MWAA to accommodate piers for the elevated track above Route 123 resulted in a requirement that Old Meadow Road also be realigned. The realignment was the subject of discussions in 2013. During that time, the Dulles Corridor Metrorail Project (DCMP), in a letter to the Virginia Department of Transportation, stated the improvement would be completed by December 31, 2016, through separate contract. More recently, at the March 2015 FTA/MWAA Quarterly Progress Review Meeting, MWAA confirmed that the Old Meadow Road improvement would be completed through the Task Order contract in 2016.

Fairfax County supports MWAA's completion of the Old Meadow Road improvements as detailed in the Phase 1 plans and contract. The DCMP is the most appropriate party to accomplish the work, since the scale of utility relocation necessary for the improvement is unlikely to be completed by private developers in the area. Furthermore, the completion of the Old Meadow Road improvements is essential to remedying the current offset across Route 123 which currently poses a safety concern for the traveling public.

The cost of this improvement was incorporated into the Phase 1 contract, to which Fairfax County, as a project partner, has already paid its share. Therefore, completing the realignment of Old Meadow Road remains a project responsibility.

Mr. Frank M. Conner III  
September 22, 2015  
Page 2 of 2

The Board, therefore, requests that MWAA work diligently and quickly with the Virginia Department of Transportation to complete this project. The County stands ready to work with MWAA to facilitate the completion of the project, if necessary.

Thank you for your consideration and for your efforts to move Dulles Rail forward and close out Phase 1. If you have any questions or need additional information please call Mark Canale at (703) 877-5688.

Sincerely,

Sharon Bulova  
Chairman

cc: Board of Supervisors  
Edward L. Long Jr., County Executive  
Robert A. Stalzer, Deputy County Executive  
Catherine A. Chianese, Assistant County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Mark Canale, FCDOT  
Jack E. Potter, President and Chief Executive Officer, MWAA  
Charles Stark, Project Director, Dulles Corridor Metrorail Project, MWAA

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY



December 12, 2013

Mr. Garrett Moore  
Virginia Department of Transportation  
1401 E. Broad Street  
Richmond, VA 23219

Subject: Dulles Corridor Metrorail Project  
Realignment Work at Old Meadow Road

Letter No.: MWAA-09404

Dear Mr. ~~Moore~~ <sup>Garrett</sup>:

As we had discussed previously, the realignment work at Old Meadow Road and State Route 123, which was originally planned as part of Phase 1 of the Dulles Corridor Metrorail Project, will be removed from Phase 1 and completed under separate contract by December 31, 2016. The Metropolitan Washington Airports Authority (Airports Authority) appreciates the Virginia Department of Transportation's (VDOT) assistance with utilities to relocate their lines during the future realignment work.

The Airports Authority looks forward to working with VDOT when the realignment work gets underway.

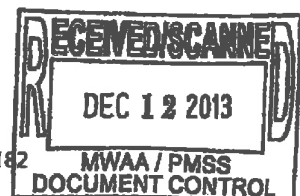
Sincerely,

Patrick A. Nowakowski, P.E.  
Executive Project Director  
Dulles Corridor Metrorail Project

PAN/me

cc: C.S. Carnaggio

Dulles Corridor Metrorail Project, 1593 Spring Hill Road, Suite 300, Vienna, VA 22182



Board Agenda Item  
September 22, 2015

ACTION - 6

Authorization for the County Executive to Execute the Virginia Water Quality Improvement Fund Point Source Grant and Operation and Maintenance Agreement Contract #440-S-16-01 Between the County of Fairfax and the Commonwealth of Virginia

ISSUE:

Board of Supervisors authorization is needed for the County Executive to execute the attached Water Quality Improvement Fund (WQIF) Point Source Grant and Operation and Maintenance Agreement (Contract #440-S-16-01) between the County and the Commonwealth of Virginia.

RECOMMENDATION:

The County Executive recommends that the Board authorize the County Executive to execute the attached WQIF agreement on behalf of the County.

TIMING:

Board action is requested on September 22, 2015.

BACKGROUND:

With the adoption of the Virginia Water Quality Improvement Act of 1997, and as amended in 2005, the Virginia General Assembly established the Water Quality Improvement Fund (WQIF) grant program to partially fund point and non-point source nutrient reduction projects to meet the goals of the Chesapeake Bay Program. On July 30, 2010 the County submitted to Virginia Department of Environmental Quality (VADEQ) a WQIF grant request for its share of the costs of the state-of-the-art nutrient reduction projects at the DC Water Blue Plains Treatment Plant (Blue Plains). After negotiations with VADEQ the County updated its grant request on December 17, 2013. After further negotiations with VADEQ it was determined that the County's share of the Blue Plains project costs are estimated to be \$68.6 million, of which \$63.1 million was determined by the VADEQ to be eligible for grant funding. In accordance with the attached agreement and VADEQ guidelines, the County will be reimbursed for 35% of the grant eligible expenditures upon submission of requisitions for reimbursements.

FISCAL IMPACT:

As set by DEQ guidelines, Fairfax County grant funding is limited to 35% of project eligible costs or, which is \$22.1 million (\$63.1 X 35%).

Board Agenda Item  
September 22, 2015

ENCLOSED DOCUMENTS:

Attachment – Virginia Water Quality Improvement Fund Point Source Grant and  
Operation and Maintenance Agreement, Contract #440-S-16-01

STAFF:

Robert A. Stalzer, Deputy County Executive

James Patteson, Director, Department of Public Works and Environmental Services  
(DPWES)

Randy Bartlett, Deputy Public Works Director, DPWES

Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES



**VIRGINIA WATER QUALITY IMPROVEMENT FUND  
POINT SOURCE GRANT AND  
OPERATION AND MAINTENANCE AGREEMENT  
Contract #440-S-16-01**

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THIS AGREEMENT is made as of this TBD day of TBD, 2015, by and between the Director of the Virginia Department of Environmental Quality in his official capacity, or his designee (the "Director"), and Fairfax County (the "Grantee").

Pursuant to the Virginia Water Quality Improvement Act of 1997, Chapter 21.1, Title 10.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created the Virginia Water Quality Improvement Fund (the "Fund"). The Director, in coordination with the Director of the Department of Conservation and Recreation, is authorized by the Act to make Water Quality Improvement grants related to point source pollution control, in accordance with guidelines established pursuant to Section 10.1-2129 of the Code, and enter into agreements with grantees under the Act which shall, in accordance with Sections 10.1-2130 and 10.1-2131, provide for the payment of the total amount of the grant and require proper long-term operation, monitoring and maintenance of funded projects.

The Grantee has been approved by the Director to receive a Grant from the Fund subject to the terms and conditions herein to finance thirty-five percent (35%) of the cost of the Eligible Project, which consists of the design and installation of Nutrient Removal Technology as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

As required by the Act, this Agreement provides for payment of the Grant, design and construction of the Eligible Project, and proper long-term operation, monitoring, and maintenance of the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the Director, the State Water Control Board (the "Board") or the Department of Environmental Quality (the "Department").

**ARTICLE I  
DEFINITIONS**

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

(a) "Agreement" means this Virginia Water Quality Improvement Fund Point Source Grant and Operation and Maintenance Agreement between the Director and the Grantee, together with any amendments or supplements hereto.

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

(c) "Eligible Project" means the particular Nutrient Removal Technology described in Exhibit A to this Agreement to be designed and constructed by the District of Columbia Water and Sewer Authority on behalf of the Grantee with, of which the design and construction is being funded with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Director and the Grantee.

(d) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Director and the Grantee.

(e) “Facility” means all plants, systems, unit processes, equipment or property related to the Eligible Project. Payment contributions to the cost of which are made by the Grantee and used in connection with the treatment of wastewater at the District of Columbia Water and Sewer Authority’s Blue Plains Advanced Wastewater Treatment Plant (WWTP).

(f) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(g) “Nutrient Removal Technology” means state-of-the-art nutrient removal technology, biological nutrient removal technology, or other nutrient removal technology, as further described in Section 10.1-2117 of the Code.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs and any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Director and the Grantee.

(j) “Project Engineer” means the engineer who must be a licensed professional engineer registered to do business in Virginia and/or District of Columbia and designated by the District of Columbia Water and Sewer Authority as the engineer for the Project.

## **ARTICLE II**

### **SCOPE OF PROJECT**

2. The Grantee receives treatment services for a portion of the wastewater flow generated within its jurisdictional boundaries at Blue Plains WWTP that is operated by the District of Columbia Water and Sewer Authority. The grantee is not responsible for the Eligible Project design, the construction or the long term operation, monitoring or maintenance as these are the responsibilities of the Authority. As a customer contributing flow to the WWTP, the Grantee is responsible for a portion of the cost incurred from plant improvements related to Nutrient Removal Technologies (NRT). The portion of the cost that the Grantee is accountable for is 8.38%, the percentage of the total design flow reserved for the Grantee. This Grant will pay for 35% of the Grantee’s eligible NRT expenses specified in the attached Project Budget, Exhibit B.

## **ARTICLE III**

### **SCHEDULE**

3. The Eligible Project will proceed in accordance with the conditions and schedule resulting from the Consent Decree between the District of Columbia and the Federal Government, lodged with the U.S. District Court on March 23, 2005, and any amendments or modifications made thereto and with the total Nitrogen limit required by EPA when the D.C. Water NPDES permit was issued on April 5, 2007.

## **COMPENSATION**

4.0. Grant Amount. The total grant award from the Fund under this Agreement is \$22,096,672 and represents the Commonwealth’s thirty-five (35%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant

eligibility. The amount of the grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Payment of the Grant is subject to the availability of monies in the Fund allocated to point source pollution control and Section 4.4 herein. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Project Budget, including the applicable local share for the portion of the project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Director shall request the Comptroller to issue a warrant directing the State Treasurer to disburse the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total grant amount to ensure satisfactory completion of the Eligible Project. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Director, subject to the provisions of this section and Section 4.3 herein, shall request the Comptroller to issue a warrant directing the State Treasurer to disburse to the Grantee the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs.

4.4. Availability of Funds. The Director and Grantee recognize that the availability of monies in the Fund allocated to point source pollution control is subject to appropriation by the General Assembly and allocations made by the Secretary of Natural Resources, and that at times there may not be sufficient monies in the Fund to permit prompt disbursement of grant funds due and owing the Grantee pursuant to this Agreement. To minimize the potential for such disruption in disbursements of grant funds and in satisfaction of its obligations under the Act, the Department covenants and agrees to (1) manage the allocation of grants from the Fund to ensure full funding of executed grant agreements, (2) forecast the estimated disbursements from the Fund in satisfaction of approved grants and make this forecast publicly available each year for use in the Commonwealth's budgetary process, and (3) promptly disburse to the Grantee any grant funds due and owing the Grantee pursuant to this Agreement when sufficient monies are available in the Fund to make such disbursements. The Department may determine that monies are not sufficient to promptly disburse grant funds when there are competing grant requests. To assist the Department in forecasting estimated disbursements, prior to September 30 of each year the Grantee will provide the Department with a written estimate of its projected expenditures on the Project during the next fiscal year using the same line item cost categories in the Project Budget.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial

compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

## **ARTICLE V** **GENERAL PROVISIONS**

5.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

5.2. Non-Waiver. No waiver by the Director of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

5.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Director. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. The Department and the Grantee shall confer within six months after each reissuance of the District of Columbia Water And Sewer Authority's NPDES permit for the purpose of determining whether this Agreement should be modified or terminated. This Agreement may be modified by agreement of the parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

5.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

5.5. Non-Discrimination. In the performance of this Agreement, the District of Colombia Water and Sewer Authority will comply with its policies on discrimination against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors.

5.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

5.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

5.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payment. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been

received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
CWFAP  
P.O. Box 1105  
Richmond, VA 23218  
Attn: WQIF Program Manager

Grantee: Director, Wastewater Planning and Monitoring Division  
Fairfax County Department of Public Works and Environmental Services  
12000 Government Center Parkway, Suite 358  
Fairfax, VA 22035

5.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

5.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

5.13. Termination. This Agreement shall terminate 20 years after the Agreement is executed by both parties or by an earlier date by agreement of the parties; provided, however, that except for termination for cause due to Material Breach, the Director's obligation under Section 4.1 herein to pay the Grant amount shall survive termination if such amount has not been paid in full as of the termination date.

#### **ARTICLE VI** **COUNTERPARTS**

6.0. This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

WITNESS the following signatures, all duly authorized.

DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY

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

Name: David K. Paylor

Title: Director, Virginia Department of Environmental Quality

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

GRANTEE'S AUTHORIZED REPRESENTATIVE

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

Name: \_\_\_\_\_

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

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

## EXHIBIT A

### PROJECT DESCRIPTION

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Grantee: Fairfax County

Grant: #440-S-16-01

#### **Project Description**

The District of Columbia Water and Sewer Authority (DC Water) is constructing Enhanced Nutrient Removal (ENR) facilities and wet weather management facilities for the Blue Plains Advanced Wastewater Treatment Plant (Blue Plains WWTP) and collection system to meet its NPDES Permit limits and other regulatory requirements.

Blue Plains has an average daily capacity of 370 MGD, and serves the District of Columbia, portions of southern Maryland and portions of Northern Virginia. Under the Inter-Municipal Agreement (IMA), all of the jurisdictions served by Blue Plains, including Fairfax County, convey wastewater to Blue Plains for treatment. All jurisdictions are pro-rata responsible for upgrades to Blue Plains, as defined by the IMA. Fairfax County's prorated contribution to the Blue Plains WWTP is 8.38%.

By enlarging the wet weather facilities to meet the ENR requirements, the proposed improvements result in a peaking factor of 1.5 for a peak flow of 555 MGD to complete treatment, which allows DC Water to operate the biological processes at the capacity of the existing clarifiers. Excess flows will be routed to the Blue Plains Tunnel for storage and pumped to the Enhanced Clarification Facility (ECF) for treatment. At the end of the wet weather event, effluent from the ECF will be routed to the secondary treatment process until the tunnel is dewatered. Working within the existing plant capacity results in a significant cost savings.

The ENR upgrades and supporting projects include:

- Enhanced Clarification Facility (E800), which will treat excess flow during wet weather events. The dewatering pumping station will discharge flows from the Blue Plains tunnel during wet weather conditions. Following the storm event the ECF will discharge effluent to the secondary treatment process. The ECF uses a high rate settling process to remove approximately 35% of the total nitrogen load to the process, as well as other nutrients considered harmful to the Chesapeake Bay. The estimated cost for this facility and the tunnel dewatering pump station are itemized in the table below.

Schedule: A design-build contract was issued for this facility and the Blue Plains Tunnel Dewatering Pump Station (FR00) in August 2013. The estimated construction completion date is 2018.

- Nitrogen Removal Facilities (E900), which include 8 new denitrification reactors and two post aeration tanks. This project also includes construction of a carbon storage facility. Costs are based on bids received.

Schedule: This project is in construction with an estimated completion date in 2015.

- Centrate (Filtrate) Treatment Facilities (EE00), which will remove nitrogen from the recycle stream from solids processing. While the name of the project refers to centrate, refinement of this project after its initial inception resulted in sidestream filtrate treatment through the use of belt filter presses in place of centrifuges.

Schedule: The construction of this project was advertised for bid on October 6, 2013, and the construction of the facilities is anticipated to be completed in late 2016.

- Blue Plains Tunnel (EG00), which provides 73 million gallons of storage. Of this storage 31 million gallons will be provided to meet ENR requirements.

Schedule: This Blue Plains Tunnel is anticipated to be completed in 2015.

- Blue Plains Tunnel Dewatering Pumping Station (FR00), which will pump water stored in the Blue Plains Tunnel to the Blue Plains Plant for Complete Treatment after storm events have ceased. This project was combined with the Enhanced Clarification Facility (E800 above) as part of a design-build contract. Originally this pump station was planned for 170 MGD for wet weather mitigation. The capacity of this station was increased by 55 MGD to 225 MGD to meet the ENR requirements.

Schedule: Construction is anticipated to be completed in late 2018.

- Bolling Overflow Diversion Structure (FS00), which is designed to intercept and direct 521 MGD to the Blue Plains Tunnel. Costs are based upon the engineer's estimate.

Schedule: This project is in design with an estimated construction completion in 2018.

- Program Management (LM00), which includes program management services during planning, design, and construction of upgrades to ensure continued reliability of the facilities and compliance with the Plant's NPDES discharge permit. Program Management services are required for the ENR program due to the size and scope of the projects that comprise the program.
- Blue Plains Tunnel Site Prep (H701), which includes demolition of existing abandoned digesters to make way for the new dewatering pump station and the enhanced clarification facility (ECF). This location was necessary because these facilities would not fit elsewhere. Costs are based on bids received.

Schedule: This project has been completed.

## EXHIBIT B

### PROJECT BUDGET

Grantee: Fairfax County

Grant: #440-S-16-01

The following budget reflects bid costs associated with eligible project components.  
See notes below for details about costs attributable to Nutrient Removal Technology.

PROJECT COMPONENT	PROJECT COSTS	GRANT ELIGIBLE PROJECT COSTS	WQIF % ELIGIBLE	GRANTEE % OF THE BLUE PLAINS DESIGN FLOW	GRANT ELIGIBLE AMOUNT	NOTES
Enhanced Clarification Facilities	\$153,875,648	\$147,616,634	100%	8.38%	\$12,370,274	1, 2
Nitrogen Removal Facilities	\$259,443,261	\$251,770,225	100%	8.38%	\$21,098,345	1, 2
Centrate (filtrate) Treatment Facilities	\$103,970,048	\$94,379,466	100%	8.38%	\$7,908,999	1, 2
Wet Weather Peak (Blue Plains Tunnel)	\$166,727,714	\$162,625,479	100%	8.38%	\$13,628,015	1, 2, 3
BP Tunnel Dewatering Pumping Station	\$31,072,291	\$30,471,811	24.44%	8.38%	\$624,085	1, 2, 4
Div D - Bolling Overflow % Diversion	\$46,377,826	\$46,177,826	100%	8.38%	\$3,869,702	1, 2
Blue Plains Tunnel Site Prep	\$5,783,740	\$4,713,950	84.13%	8.38%	\$332,338	1, 2, 5
Program Management for NRT	\$51,711,031	\$42,336,633	93.06%	8.38%	\$3,301,592	6
<b>TOTAL PROJECT COSTS</b>	<b>\$818,961,560</b>	<b>\$780,092,024</b>			<b>\$63,133,349</b>	
<b>Grant Percentage</b>					<b>35%</b>	
<b>Total Grant Amount</b>					<b>\$22,096,672</b>	

Notes on costs attributable to Nutrient Removal Technology (NRT):

1. Eligible percentage for the component, as determined by DEQ Guidance Memorandum (GM) #06-2012 and best professional judgment (BPJ). This is the most cost-effective method to construct NRT components or to improve the existing NRT process capability.
2. This cost includes a 5% contingency for the portion of this line item that has not been completed.
3. The Blue Plains tunnel costs include the portion of the tunnel dedicated to NRT.
4. The Blue Plains tunnel dewatering pumping station eligibility percentage of 24.44% was calculated by dividing the nutrient reduction portion of the tunnel, 55 million gallons, by the final total volume of the tunnel, 225 million gallons.
5. The Blue Plains tunnel site preparation eligibility of 84.13% was calculated by using an engineer's opinion from D.C. Water that stated 79% of the site was attributed to the Blue Plains tunnel and 21% to the tunnel dewatering pumping station. That pump station portion was further reduced by multiplying this product by 24.44%, the grant eligible portion of the tunnel dewatering pumping station.
6. The overall program management eligibility percentage was calculated by dividing the grant eligible amount totals by the grant eligible project totals.



## EXHIBIT C

### PROJECT SCHEDULE

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Grantee: Fairfax County  
Grant: #440-S-16-01

The following Blue Plains WWT NRT upgrade construction schedule is anticipated.

Construction Activity	Completion Date
Nitrogen Removal Facility	2015
Blue Plains Tunnel	2015
Centrate Filtrate Treatment Facilities	2016
Enhanced Clarification Facility	2018
Blue Plains Tunnel Dewatering Pumping Station	2018
Bolling Overflow Diversion Structure	2018

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

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Department of Environmental Quality  
CWFAP  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: WQIF Program Manager

RE: **Virginia Water Quality Improvement Fund Grant**  
Fairfax County, WQIF Contract #440-S-16-01

Dear Program Manager:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Financing Agreement between the Director of the Virginia Department of Environmental Quality, and Fairfax County. The effective date of the grant agreement is [insert date of grant agreement].

Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_ for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)

Attachments

SCHEDULE 1  
VIRGINIA WATER QUALITY IMPROVEMENT FUND  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # \_\_\_\_\_  
Grantee: Fairfax County  
Grant: #440-S-16-01

CERTIFYING SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Project Component	Grant Eligible Cost (8.38% of grant eligible amount)	Grant Amount 35%	Expenditures This Period	Grant Disbursement This Period	Previous Disbursements	Total Disbursements To Date	Remaining Grant Amount
Enhanced Clarification Facilities	\$12,370,274	\$4,329,596					\$4,329,596
Nitrogen Removal Facilities	\$21,098,345	\$7,384,421					\$7,384,421
Centrate (filtrate) Treatment Facilities	\$7,908,999	\$2,768,150					\$2,768,150
Wet Weather Peak (Blue Plains Tunnel)	\$13,628,015	\$4,769,805					\$4,769,805
BP Tunnel Dewatering Pumping Station	\$624,085	\$218,430					\$218,430
Div D - Bolling Overflow % Diversion	\$3,869,702	\$1,354,396					\$1,354,396
Program Management for NRT	\$3,301,592	\$1,155,557					\$1,155,557
Blue Plains Tunnel Site Prep	\$332,338	\$116,318					\$116,318
Totals	\$63,133,349	\$22,096,672	\$0.00	\$0.00	\$0.00	\$0.00	\$22,096,672

Total Grant Amount = \$22,096,672  
Previous Grant Disbursement = \$0.00  
This Grant Request = \$0.00  
Total Grant Request to-date = \$0.00  
Grant Proceeds Remaining = \$22,096,672

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County  
Grant: #440-S-16-01

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

ACTION - 7

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

ISSUE:

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

RECOMMENDATION:

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

TIMING:

Board action is requested on September 22, 2015.

BACKGROUND:

In supporting the regional effort toward intervention and suppression of trafficking in narcotics and dangerous drugs, the Fairfax County Police Department recognizes the need to continue to be a lead agency within the Drug Enforcement Administration Task Force. The current MOU was approved by the Board on September 9, 2014 and expires on September 29, 2015. Participating in a partnership with the Task Force will allow the Department to meet some fixed expenses such as rental vehicles, radios, and some overtime.

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

The assigned Fairfax County detectives will be a member of the DEA Task Force engaged in specific, directed investigations and intelligence gathering designed

Board Agenda Item  
September 22, 2015

to support the prosecution and disruption of narcotics crime in the Northern Virginia area.

FISCAL IMPACT:

None

ENCLOSED:

Attachment 1: State and Local Task Force Agreement between Fairfax County Police Department and the Drug Enforcement Administration

STAFF:

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

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

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

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

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

6. During the period of assignment to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), the FCPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the FCPD for overtime payments made by it to the two officers assigned to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,548.00), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

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

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

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

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

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

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

13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by FCPD during the term of this agreement.



For the Drug Enforcement Administration:

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

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

For the Fairfax County Police Department:

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

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



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

ACTION – 8

Approval of a Parking Reduction for Innovation Center South (Dranesville District)

ISSUE:

Board of Supervisors approval of a 21 percent reduction of the required parking (up to 782 fewer parking spaces) for the proposed uses for the Innovation Center South development, Tax Map Numbers 15-4-05-0005B and 15-2-01-0013A, Dranesville District.

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction of 21 percent for the proposed uses at Innovation Center South pursuant to Paragraph 5, Section 11-102 of Chapter 112 (Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (Code), based on an analysis of the parking requirements for each use on the site, Parking Study #6848-PKS-002-1.

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

1. A minimum of 1,313 garage parking spaces must be maintained at all times to serve up to 1,005 residential dwelling units. 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. The parking required for each dwelling unit shall be provided within the same building as the dwelling unit.
2. A minimum of 1,444 garage parking spaces must be maintained at all times to serve up to 499,660 gross square feet (GSF) of office uses and up to 104,000 GSF of retail uses. The garage parking for office uses shall be provided in the same building as the use. No spaces may be reserved with the exception of those required to be accessible or to be reserved for electric vehicle recharging.
3. A minimum of 190 garage parking spaces must be maintained at all times to serve the 190-room hotel. No spaces may be reserved with the exception of those either required to be accessible or to be reserved for electric vehicle recharging.
4. A minimum of 2947 parking spaces (excluding those in the Innovation Center South Metrorail parking garage) must be provided within the site at the completion of all buildings shown on the Conceptual Development Plan/Final Development Plan (CDP/FDP). The minimum number of parking spaces provided on each land bay must be based on the specific uses and must be

Board Agenda Item  
September 22, 2015

located on the same land bay as the uses for which they are accessory.  
A minimum of 1901 parking spaces must be provided in Land Bay A. A minimum of 882 parking spaces must be provided in Land Bay B. A minimum of 164 parking spaces must be provided in Land Bay D.

5. The Transportation Demand Management (TDM), Bicycle Facilities and Parking (excluding Metro Station Facilities) proffers that were approved in conjunction with the approval of the Nugget Joint Venture, L.C., rezoning case (RZ 2009-HM-017 approved July 29, 2014) shall be implemented notwithstanding the locations and functions of the access controls depicted on the conceptual parking plans submitted in support of this request.
6. The current owners, their successors, or assigns of the parcels identified as Fairfax County Tax Map Numbers 015-4-05-0005B and 015-2-01-0013A 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. Following review of that study, or if a study is not submitted within 90 days after its request, the Board, in its sole discretion, may rescind this parking reduction or require alternative measures to satisfy parking needs which may include compliance with the full parking requirements specified in Article 11 of the Zoning Ordinance.
7. All parking utilization studies prepared in response to a request by the Zoning Administrator shall be based on applicable requirements of the County Code and the Zoning Ordinance in effect at the time of its submission.
8. Parking of any additional use(s), or changes to the mix of uses or unit types, 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. All parking shall comply with applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual (PFM) including the provisions referencing accessibility improvements and the Virginia Uniform Statewide Building Code.
10. The conditions approved as part of this parking reduction shall be recorded in the Fairfax County land records in a form acceptable to the County Attorney.
11. The approval of this parking reduction shall expire 6 months after its approval date if Condition #10 has not been satisfied, unless an extension has been granted by the Board.

TIMING:

Board action is requested on September 22, 2015.

BACKGROUND:

On July 29, 2014, the Board approved RZ 2009-HM-017 for Nugget Joint Venture, LC (Developer). Pursuant to the proffer conditions, the Developer has requested a parking reduction for all of the uses on the site. The basis for the reduction is the proposed development's proximity to a planned mass transit station as authorized under Par. 5 of Zoning Ordinance § 11-102. Specifically, the subject 14.68-acre parcel is located within 1/4 miles of the entrance of the planned Innovation Center Metrorail Station (Metro Station) and immediately south of the Dulles Toll Road, as shown in Figure 3 of the attached study.

The mixed-use development is proposed to include up to 1,005 dwelling units in four buildings, up to 499,660 GSF of office uses in 2 buildings and a 190-room hotel for a total of seven buildings. Up to 104,000 GSF of retail uses could occupy the ground level of four of the seven buildings. Multi-level parking garages are proposed with each building. Up to 12 parking spaces are expected to be available along a private drive. Although not a part of the requested parking reduction, the 8-floor Innovation Center South Metrorail parking garage is planned immediately adjacent to the buildings to provide parking for the Metro Station. The applicant has proffered to construct certain improvements and those commitments have prompted the submission of the Site Plan which, per Proffer 50, has necessitated the submission of this request.

The applicant has proffered to limit the development's parking supply and to request a parking reduction. The minimum and maximum parking supply proffered are identified in Table 2 on Sheet C-2c of the CDP/FDP. A copy of the table is available in Attachment II.

The Developer has requested an overall parking reduction of 21 percent. Specific reductions for each use were identified in the request:

- An 18.1 percent reduction in the parking for the residential uses from 1.6 spaces per dwelling unit to 1.31 spaces per dwelling unit (296 fewer spaces). The requested parking supply (1,313 spaces) is based on the 630 studio and 1-bedroom units and 375 2-bedroom units. The Code would require a minimum of 1,608 spaces for the 1,005 dwelling units.
- A 23.1 percent reduction in the parking for the offices uses (300 fewer spaces). The requested parking supply (1,000 spaces) is based on 2.0 spaces per GSF. The Code would require a minimum 1,300 spaces for the 499,660 GSF of office uses.
- A 28.2 percent reduction in the parking for the retail uses (174 fewer spaces). The requested parking supply (444 spaces) is based on 6 spaces per each 1000 square feet of retail uses over the first 5,000 GSF in each building. The Code would require the entire 104,000 GSF of retail uses to be included in the parking supply calculations and require a minimum of 618 spaces.
- A 7.8 percent reduction of the minimum parking for the hotel (16 fewer spaces). The requested parking supply for the hotel (190 spaces) is based on 1 space per

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each of the hotel's 190 rooms with no allowance for any accessory uses. The Code would require 1.08 spaces per room, a minimum of 206 spaces.

The parking reduction request proposes a parking supply within the range stipulated in the proffers. The parking study indicates that the proximity to the Metro Station and other transit services will support this parking reduction request. Specifically, the transit station is expected to reduce the demand for parking spaces; no adverse impact to either the site or the adjacent area is expected; and the transit station is scheduled for completion in same time frame as the development. Therefore, staff recommends approving a composite parking reduction of 21 percent for the uses on the site subject to the conditions listed above. This recommendation reflects a coordinated review by the Department of Transportation, Department of Planning and Zoning, Office of the County Attorney and the Department of Public Works and Environmental Services (DPWES).

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

- Attachment I – Parking Study and parking reduction request (6848-PKS-002-1) dated January 15, 2015, from Brian J. Horan and William F. Johnson, P.E., Wells and Associates, without attachments
- Attachment II – Parking Determination dated February 7, 2014, with Tables 1 and 2 dated March 28, 2014, as depicted on Sheet C-2c of RZ/FDP 2009-HM-017
- Attachment III – Conceptual parking plans of the Innovation Center South parking garages by Dewberry Consultants, LLC, undated, as received on August 4, 2015

STAFF:

Robert A. Stalzer, Deputy County Executive  
James W. Patteson, Director, DPWES  
William D. Hicks, Director, Land Development Services, DPWES

**WELLS + ASSOCIATES**



January 15, 2015

Ms. Jan Leavitt  
Code Development and Compliance Division  
Department of Public Works & Environmental Services  
12055 Government Center Parkway  
Fairfax, Virginia 22035-5503

11441 Robertson Drive  
Suite 201  
Manassas, VA 20109  
703-365-9262  
703-365-9265 FAX  
www.mjwells.com

SUBJECT:     Parking Code Reduction for Innovation Center South  
                 2014 Tax Map 15-4 ((5)) 5B and 15-2 ((1)) 13A-  
                 Dranesville Magisterial District  
                 6848-SP-014-1; RZ 2009-HM-017

Dear Ms. Leavitt:

Herein is an executive summary associated with a parking reduction request for the development of a new mixed use, transit-oriented development ("TOD") in Fairfax County. A check made payable to the County of Fairfax is submitted with this application in the amount of \$2,343.00. A compact disc is attached to the back cover of the parking reduction study and includes electronic copies of this letter, the parking reduction study, and the overall plan sheets for the site.

The Innovation Center South project site is approximately 14.68 acres (Tax Map 15-4 ((5)) 5B and 15-2 ((1)) 13A), and is located on the south side of the Dulles Airport Access and Toll Road (Route 267), west of Carta Way, north of Sayward Boulevard, and east of Sunrise Valley Drive.

On July 29, 2014, the Fairfax County Board of Supervisors (BOS) approved a rezoning application (RZ 2009-HM-017) and associated Conceptual/Final Development Plan (CDP/FDP) subject to proffers dated July 25, 2014 in order to allow the development of a mixed-use project along with the transit facilities associated with the future Innovation Center metrorail station (Silver Line Phase 2). The above referenced site plan has been submitted in accordance with the approved CDP/FDP and includes the following mix of uses:

- Four (4) residential buildings totaling 1,005 dwelling units
- 104,000 gross square feet (GSF) of retail uses
- A 190-room hotel
- Two (2) office buildings totaling 499,660 GSF
- The Metrorail parking garage consisting of approximately 2,108 parking spaces and related transit facilities.

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Parking for these uses will be provided in above and below grade parking structures. A full size copy of the relevant site plan sheet is enclosed herein.

Parking Reduction. The code requirement for the proposed uses is 3,733 parking spaces. A parking reduction of **786 fewer parking spaces, or approximately 21%**, is requested for a total minimum of 2,947 parking spaces to serve the entire site.

In order to permit a reduction in the number of parking spaces, a parking reduction is hereby requested. Article 11, Section 102.5 (Proximity to Mass Transit) provides for the requested reduction in the number of parking spaces. The proposed uses will be well served by public transportation as the site is located in close proximity to the future Innovation Center metrorail station.

Please contact me with any questions and/or comments you might have and thank you again for your assistance on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read 'William F. Johnson'.

William F. Johnson

Enclosures: Parking Reduction Request with CD (5 copies)  
Overall Site Plan

## WELLS + ASSOCIATES



1420 Spring Hill Road  
Suite 610  
Tysons, Virginia 22102  
703-917-6620  
703-917-0739 FAX  
www.njwells.com

### MEMORANDUM

**TO:** Jan Leavitt  
Code Development and Compliance Division  
Fairfax County Department of Public Works and Environmental Services

**FROM:** Brian J. Horan, E.I.T.  
William F. Johnson, P.E.

**RE:** 6848-SP-014-1; Innovation Center South  
Fairfax County, Virginia

**SUBJECT:** Parking Reduction Request

**DATE:** January 15, 2015



### Introduction

This memorandum presents the results of a parking reduction analysis completed in conjunction with the above-referenced site plan submission. On July 29, 2014, the Fairfax County Board of Supervisors (BOS) approved a rezoning application (RZ 2009-HM-017) and associated Conceptual/Final Development Plan (CDP/FDP) for Innovation Center South, a planned mixed-use, transit-oriented development (TOD) located within ¼ mile of the planned Innovation Center Metrorail Station as shown on Figure 1. The BOS approval rezoned the subject property from the PDC (Planned Development Commercial) to the PRM (Planned Residential Mixed Use) zoning district.

The CDP/FDP (Conceptual/Final Development Plan) dated August 1, 2013, as revised through April 21, 2014 and presented herein as Figure 2 reflects four land bays (A through D) and includes the following mix of uses:

- Four (4) residential buildings totaling 1,005 dwelling units
- 104,000 gross square feet (GSF) of retail uses
- A 190-room hotel
- Two (2) office buildings totaling 499,660 GSF
- The Metrorail parking garage consisting of approximately 2,108 parking spaces and related transit facilities.

The following sections outline a parking reduction request and analysis for the subject development, as required per the rezoning approval. It should be noted that the

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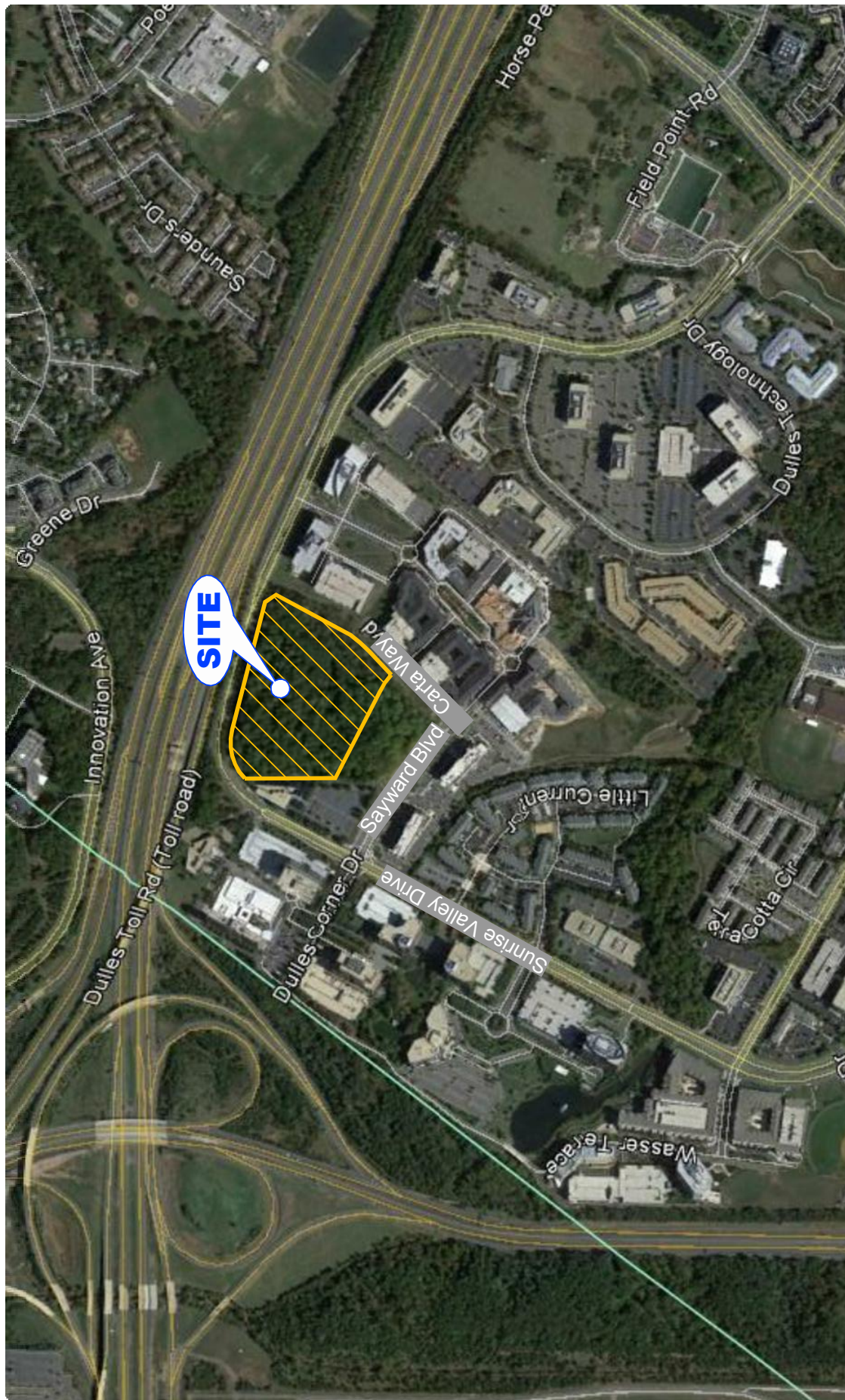
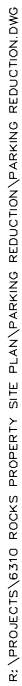


Figure 1  
Site Location







North



Metrorail parking garage and transit related facilities are completely excluded from this parking reduction request.

## Background

As part of the approved rezoning application, Wells + Associates completed a parking determination (dated February 7, 2014) which was addressed to the Fairfax County Department of Planning and Zoning and was then included as Sheet C-2c in the approved CDP/FDP. A copy of the parking determination is included as Attachment I. The parking determination addresses the requested parking reduction with respect to the adopted amendment to the Comprehensive Plan (S07-III-UP2) approved by the BOS on December 3, 2013.

The Comprehensive Plan recommends the following with respect to parking within the Innovation Center transit station area:

“For development within a half mile of the Metrorail station, a parking plan should be submitted along with a development application that demonstrates that the amount of parking that is provided is sized to support the development. Provisions for parking reductions and other incentives to lower parking should be utilized...Residential uses should take into account the number of bedrooms per unit when establishing the amount of parking to supply. All non-residential uses should reduce their parking supply below the Countywide minimum.”

Relevant excerpts of the adopted Comprehensive Plan are provided as Attachment II. In discussions with County Planning & Zoning staff during the rezoning application review process, the need to further reduce parking was identified by both DPZ and the Applicant. To that end, a meeting was held with County staff (DPZ and the Department of Public Works & Environmental Services (DPWES)) on January 15, 2014 to discuss parking and the process for reducing parking as it pertains to the Innovation Center South development.

As stated above and shown on Table 1, a total of 3,733 spaces would be required to accommodate all of the on-site uses (excluding the Innovation Center South Metrorail Garage) under the requirements of Article 11. However, Article 11-101 also states the following:

“Except as provided for in a Commercial Revitalization District, in any R, C or I district, all structures built and all uses established hereafter shall provide accessory off-street parking in accordance with the following regulations, and in the PDH, PDC, PRC and PRM Districts, the provisions



of this Part shall have *general application* [emphasis added] as determined by the Director.”

Given the Applicant had filed a request to rezone the property to the PRM District and in recognition of the Comprehensive Plan’s intention to minimize/reduce reliance on the automobile, the Applicant sought the Zoning Administrator’s (Ms. Leslie Johnson’s) opinion with regard to the intent of Section 101 and a definition of the term *general applicability*. Upon review and after much discussion, the following actions were recommended:

- Provide an option to the parking tabulation depicted on the CDP/FDP, which would summarize the parking reductions sought by the Applicant and include this new tabulation in the CDP/FDP as part of the *parking plan*;
- Provide a written justification for the reductions to be sought; and
- Strengthen the proffer commitments to reflect the application of a parking reduction request with the submission of any building site plan.

To satisfy the above Comprehensive Plan recommendation as well as reflect those discussions with County staff, minimum and maximum reduced parking rates for the development were established in the approved CDP/FDP (Sheet C-2c). These parking rates are documented in the parking determination letter (Attachment I). Therefore, the proposed minimum required number of parking spaces outlined in the submitted site plan is consistent with the recommendations of the Comprehensive Plan and the minimum parking rates established in conjunction with the approved rezoning.

### **Approved Proffer Commitments**

The rezoning application was approved subject to proffers dated July 25, 2014. Proffer 42 outlines the parking requirements associated with the development of the subject site. Proffer 42 states as follows:

“Parking Requirements. Parking on the Property shall be provided in accordance with the parking requirements for the PRM District as set forth in Article 11 of the Zoning Ordinance, subject to the processing of the parking reduction(s) described in Proffer 50, and as shown on Sheet C-2b of the CDP/FDP. The exact number of parking spaces to be provided for each Land Bay shall be refined and determined at the time of site plan approval based on specific uses of each Land Bay. If changes in the mix of uses or unit types result in parking greater than



anticipated on the CDP/FDP (e.g., bonus density developed), the additional parking spaces shall be accommodated within the proposed parking garages and other facilities, so long as the maximum height and footprints of the parking garages and other facilities do not increase from that shown on the CDP/FDP. As development and parking construction is phased, the Applicant reserves the right to provide parking in excess of the minimum required per Ordinance, provided that upon the completion of all buildings shown on the CDP/FDP, parking does not exceed the minimum number required by Article 11 of the Ordinance as it exists today.”

This proffer conforms to the Comprehensive Plan recommendation that parking for developments located within ½ mile of the rail station should be reduced from the minimum number of spaces required by the Ordinance, as elaborated later in this document. In order to achieve reduced parking, Proffer 50 requires the Applicant to pursue a parking reduction request as stated in the following:

“Future Parking Reductions. Notwithstanding Proffer 42 above, the Applicant shall submit and pursue approval of a parking reduction from the Board of Supervisors, as generally outlined on Sheet C-2b of the CDP/FDP, prior to site plan approval for the first new office or residential building on the Property. Thereafter, the Applicant may request approval of further parking reductions from the Board of Supervisors as such reductions are permitted by the Ordinance. Any modification to the parking requirement or layout resulting from a reduction approved by the County shall not require a PCA and/or CDPA/FDPA.”

A full copy of the proffer statement is included herein as Attachment III. Since the approval of the rezoning, the Applicant has filed a site plan (6848-SP-014-1) encompassing the four land bays delineated in the CDP/FDP. Therefore, this parking reduction request serves to satisfy Proffer 50 as outlined above.

### **Current Site Plan**

As stated previously, a site plan for the subject development has been filed in accordance with the approved CDP/FDP. As shown on the site plan and consistent with the CDP/FDP, parking for the development will be provided in above and below grade, structured parking garages along with a number of on-street parking spaces provided along the Private Drive. As shown on the submitted site plan, the total minimum required number of parking spaces for the site is 2,947 spaces.





It should be noted that the parking supply represented in this parking reduction request represents the minimum number of spaces the applicant may provide for the site in accordance with the approved CDP/FDP. The applicant may provide more parking spaces than that tabulated in the site plan and summarized herein as long as the overall parking supply at site build-out does not exceed the minimum number required by Article 11 of the Ordinance as it currently exists per Proffer 42.

Details with regard to the planned parking garages are depicted on Sheets A-101 through A-104. Reductions of the relevant plan sheets from the currently submitted site plan are provided as Attachment IV.

#### **REQUESTED PARKING REDUCTION**

##### **ARTICLE 11, SECTION 11-102.5; PROXIMITY TO MASS TRANSIT**

Table 1 summarizes the minimum required number of parking spaces that would be needed to accommodate the site development program in strict accordance with the Fairfax County Zoning Ordinance (Article 11). Table 1 summarizes each of the land uses by individual building. As shown in Table 1, the Ordinance would require a total of 3,733 spaces to serve the planned uses.

As shown on the site plan (see Attachment IV) and further summarized in Table 1, the applicant proposes to provide a minimum of 2,947 parking spaces to serve the site. Therefore, the applicant is requesting an **overall parking reduction of 21% (or 786 fewer parking spaces)** from the number that would be required by a strict application of the Ordinance. As stated previously, the applicant may elect to provide more parking than the proposed minimum as long as the conditions of Proffer 42 are satisfied.

**Proximity to Mass Transit.** As shown on Figure 3, the Innovation Center South development is located completely within ¼ mile of the future Innovation Center metrorail station. The Fairfax County Zoning Ordinance provides for a reduction in required off-street parking for sites located in close proximity to existing and planned transit station. Article 11, Section 11-102.5 states:



Table 1  
Innovation Center South  
Parking Tabulations

**ZONING ORDINANCE PARKING REQUIREMENT**

Land Use	Building	Amount Units	Ordinance Requirement <sup>(1)</sup>	Ordinance Required
Dwelling, Multiple Family	A3	1005 DU	One and six-tenths (1.6) spaces per unit	514
	A4	321 DU		343
	B2	214 DU		552
	D1	345 DU		200
		125 DU		<b>1,609</b>
Office	A1	499,660 GSF	Two and six-tenths (2.6) spaces per 1000 square feet of gross floor area	676
	A2	259,660 GSF		624
	A2	240,000 GSF		<b>1,300</b>
Retail	A1	104,000 GSF	One (1) space per 200 square feet of net floor area for the first 1000 square feet, plus six (6) spaces per each additional 1000 square feet	29
	A2	5,000 GSF		53
	A3	9,000 GSF		209
	A4	35,000 GSF		29
	B1	5,000 GSF		59
	B2	10,000 GSF		<b>233</b>
		40,000 GSF		<b>618</b>
Hotel		190 Rooms	One (1) space per rental unit, plus four (4) spaces per fifty (50) rental unit	206
	B1	190 Rooms		<b>206</b>
				<b>TOTAL 3,733</b>

**PROPOSED PARKING SUPPLY**

Land Use	Building	Amount Units	Proposed Rates <sup>(2)</sup>	Proposed Minimum	Ordinance Required	Reduction Sought
Dwelling, Multiple Family		1,005 DU				
	A3, A4, B2, D1	630 DU (0-1 BR)	One and one-quarter (1.25) spaces per unit	788	1,008	
	A3, A4, B2, D1	375 DU (2 BR)	One and four-tenths (1.4) spaces per unit	525	601	
				<b>1,313</b>	<b>1,609</b>	<b>18.4%</b>
Office		499,660 GSF	Two (2.0) spaces per 1000 square feet of gross floor area			
	A1	259,660 GSF		520	676	
	A2	240,000 GSF		480	624	
				<b>1,000</b>	<b>1,300</b>	<b>23.1%</b>
Retail		104,000 GSF	Six (6) spaces per each 1000 square feet over 5000 gross square feet			
	A1	5,000 GSF		0	29	
	A2	9,000 GSF		24	53	
	A3	35,000 GSF		180	209	
	A4	5,000 GSF		0	29	
	B1	10,000 GSF		30	59	
		40,000 GSF		<b>210</b>	<b>239</b>	<b>28.2%</b>
				<b>444</b>	<b>618</b>	
Hotel		190 Rooms	One (1) space per rental unit			
	B1	190 Rooms		190	206	
				<b>190</b>	<b>206</b>	<b>7.8%</b>
				<b>TOTAL 2,947</b>	<b>3,733</b>	<b>21.1%</b>

(1) Calculations based on the Fairfax County Zoning Ordinance (Article 11).

(2) Rates Based on Parking Determination Memorandum dated February 7, 2014 and prepared by Wells + Associates (cf. Table 2 "Proposed Min" Parking Requirement)

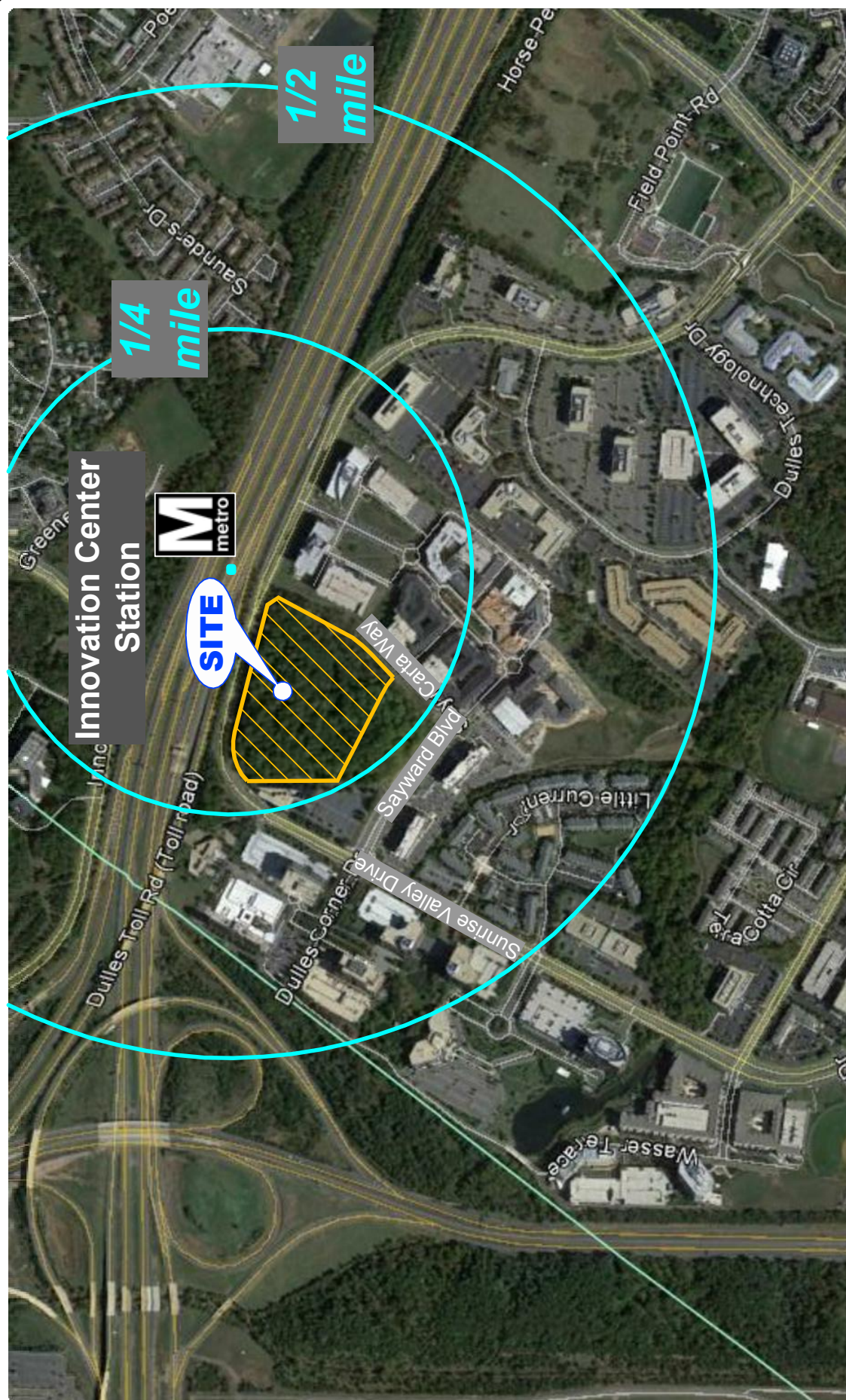


Figure 3  
Proximity to Metro





“Within the area in proximity to a mass transit station, which station either exists or is programmed for completion within the same time frame as the completion of the subject development, or along a corridor served by a mass transit facility, which facility is conveniently accessible to the proposed use and offers a regular scheduled service, the Board may, subject to conditions it deems appropriate, reduce the number of off-street parking spaces otherwise required by the strict application of the provisions of this Part. Such reduction may be approved when the applicant has demonstrated to the Board’s satisfaction that the spaces proposed to be eliminated are unnecessary based on the projected reduction in the parking demand resulting from the proximity of the transit station or mass transit facility and such reduction in parking spaces will not adversely affect the site or the adjacent area.”

**Timeline for Metrorail Completion.** The extension of metrorail (Silver Line Phase 2) and the associated Innovation Center station is slated for completion and service in 2018. The subject development is anticipated to be completed beyond the opening of metrorail. The timeline for site completion includes several necessary steps: including site plan approval, building permit approvals, as well as site grading and construction. These components, in total, typically require at least three to four years to complete which result in the subject development having an approximate opening date within 2018 at the very earliest. Beyond the build-out of the site, it will likely take several years to fully occupy the development. Therefore, the full operation of the subject site will most likely not be experienced until well beyond the anticipated opening of the metrorail station.

Although the site will most likely not be ready to occupy prior to the completion of the Silver Line Phase 2 (as stated previously), the subject parking reduction request will not adversely impact the site or adjacent area in the event that the subject development is partially or completely built-out prior to the opening of metrorail, based on the following:

**Existing Bus Service.** The Fairfax Connector currently operates two bus routes along Sunrise Valley Drive adjacent to the site: Route 927 “Dulles Corner – McNair Farms” and Route 985 “Dulles Corner – Wall Road”. These bus routes connect the site locally to points within Herndon and Reston with available connections to the existing Silver Line Phase 1. Therefore, the site is currently well served by public transit, even prior to the completion of the Silver Line Phase 2.

**Proximity of County Metrorail Parking Garage.** The County’s 2,108-space metrorail parking garage which will be located on the subject site provides a potential opportunity for overflow parking associated with the site if such a need is





demonstrated. Prior to the opening of metrorail, the County garage will not be utilized for transit purposes and thus would be available for use by the subject site as an interim measure.

The following sections provide background information and analysis that support the requested parking reduction with respect to the Ordinance provision stated above and the recommendations of the Comprehensive Plan.

### **Office Parking Reduction**

As summarized in Table 1, the applicant proposes to provide a minimum of 1,000 parking spaces for the proposed office uses (a reduction of 300 spaces from the Code requirement), which represents an effective parking rate of 2.0 spaces per 1,000 square feet of gross floor area. The requested reduction is based on the site's proximity to mass transit.

The Comprehensive Plan text for the Route 28 Station South and Tysons Corner areas provides parking rates for various non-residential land uses based on their proximity to planned Metrorail facilities, such as the Innovation Center Metrorail Station. According to the Comprehensive Plan for the Route 28 Station South transit areas (see Attachment II), the maximum parking rate for office uses should be 2.1 spaces per 1,000 GSF when located within one quarter mile of a Metrorail station. Therefore, the proposed office parking supply conforms to the recommendations of the Comprehensive Plan.

### **Residential Parking Reduction**

As summarized in Table 1, the applicant proposes to provide a minimum of 1,313 parking spaces for the proposed residential uses (a reduction of 296 spaces from the Code requirement). This parking supply represents an effective parking rate of 1.25 spaces per 0-1 Bedroom dwelling unit and 1.4 spaces per 2 Bedroom dwelling unit. The requested reduction is based on the site's proximity to mass transit.

With regard to parking for the residential uses, Wells + Associates first reviewed the parking ratios established for TOD's in Tysons Corner. Based on extensive research, the County determined that parking in the TOD Districts [of Tysons] should follow the experience of successful TOD areas around the Country by limiting the amount of parking near transit station areas. As a result, the parking ratios for multifamily residential units are based on bedrooms with both a minimum and maximum rate provided. Within a quarter



mile of a Metrorail station, the residential parking rates for multifamily units are as follows:

<u>Number of Bedrooms</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
0 – 1 Bedroom	1.0	1.3
2 Bedrooms	1.0	1.6
3+ Bedrooms	1.0	1.9

These rates are slightly higher on average than other areas. For example, the Florida Department of Transportation has developed TOD Design Guidelines to assist localities in developing projects that are supportive of transit investment. Based on those guidelines in an urban-general neighborhood within a half mile of a rail facility, the recommended maximum parking rate for residential uses is 1.5 spaces per unit. On average, this rate is less than the recommended rates for Tysons.

A review of a paper prepared by Jeffrey Tumlin and Adam Millard-Ball in 2006 for ITE (*Parking for Transit-Oriented Development*) cited changes to the Arlington Virginia zoning code in 2003 which employed parking maximums to encourage transit usage. The code distinguishes between shared and reserved spaces, which are discouraged. According to the code, residential units may be parked up to 2.0 spaces per unit and non-residential uses may be parked at up to 1.0 space per 1,000 GSF.

In the City of Alexandria, multifamily residential units (Section 8-200 (A) (2)) are typically parked at the following rates:

- One and three-tenths (1.30) spaces per unit up to and including one bedroom;
- One and three-quarters (1.75) spaces per unit for each two bedroom unit; and
- Two and two-tenths (2.20) spaces for each three bedroom unit or larger.

The proposed effective parking rates for the site residential uses are consistent with the local and national experience cited above. Additionally, FCDOT staff have recommended that residential parking within transit oriented development (TOD) areas outside of Tysons be provided in accordance with the proposed parking rates for TOD developments. For developments within ¼ mile of a rail station, the proposed parking rates are 1.2 spaces per 0-1 Bedroom unit and 1.4 spaces per 2 Bedroom unit. Therefore, the proposed parking rates for Innovation Center South meet or exceed these County recommended parking rates.



## Retail Parking Reduction

As summarized in Table 1, the applicant proposes to provide a minimum of 444 parking spaces for the proposed on-site retail uses (a reduction of 174 spaces from the Code requirement). The requested reduction is based on the site's proximity to mass transit. The proposed parking supply represents an effective parking rate of six (6) spaces per 1,000 gross square feet over 5,000 gross square feet for each individual building.

The parking supply proposed for the on-site retail uses excludes the first 5,000 square feet of retail within each building from the tabulation of the parking supply. This procedure is consistent with the recommendations associated with the Tysons Corner Comprehensive Plan for parking retail uses within a TOD area. As stated in Note 2 of Table 6 in the Tysons Corner Comprehensive Plan:

"To encourage convenient retail and service uses within walking distance of office and residential development, the first 5,000 square feet of accessory retail and service uses in any such building should have no parking spaces allocated in the parking plan, nor should it be counted toward the maximum parking requirement."

The remaining retail square footage in each building over 5,000 square feet will be parked in accordance with the Code requirement of six (6) spaces per each [additional] 1,000 square feet. The retail uses planned within Innovation Center South will be complementary to the proposed office, residential, and hotel uses within the TOD. Therefore, the retail's proximity to the rail station as well as its location within a mixed-use environment will serve to reduce demand for retail parking, as envisioned in the Comprehensive Plan.

## Hotel Parking Reduction

As summarized in Table 1, the applicant proposes to provide a minimum of 190 parking spaces for the proposed hotel use (a reduction of 16 spaces from the Code requirement). This parking supply represents an effective parking rate of one (1) space per hotel room. The requested reduction is based on the site's proximity to mass transit.

The hotel parking supply proposed for Innovation Center South is consistent with the recommended parking rates provided in the Tysons Corner Comprehensive Plan. According to Table 6 of the Comprehensive Plan, hotel uses located within  $\frac{1}{4}$  mile of a rail station should provide parking at a *maximum* rate of 1.0 parking space per room.



## Conclusions

Based on the documentation provided herein, the following can be concluded:

1. Under a strict application of the Zoning Ordinance, 3,733 parking spaces would be required to accommodate the proposed site uses shown on the submitted site plan.
2. The applicant is seeking an **overall parking reduction of 21% (786 fewer parking spaces)** for a total minimum of 2,947 parking spaces to serve the proposed new uses at site build out. This reduction is based on the site's proximity to the future Innovation Center metrorail station.
3. The programmed completion of the Innovation Center metrorail station is anticipated within the same time frame as the build-out of the subject Innovation Center South development.
4. The applicant may provide more parking than the proposed minimum of 2,947 spaces as long as the overall number of parking spaces ultimately provided at site build-out does not exceed the minimum number required by Article 11 of the Ordinance as it currently exists per Proffer 42.
5. The location of the site in close proximity to the planned Innovation Center metrorail station (within  $\frac{1}{4}$  mile) and the planned design of the site as a transit-oriented development (TOD) will serve to reduce parking demand and attract users who will be inclined to choose non-auto modes of travel.
6. The proposed parking supply is consistent with the recommendations of the Comprehensive Plan that parking within TOD areas should be reduced below Ordinance requirements.
7. The proposed parking supply is consistent with the minimum parking rates established in the approved CDP/FDP associated with the site (Sheet C-2c).
8. The proposed unit mix (single-bedroom vs. two-bedroom units) would result in a residential parking demand less than the strict application of the Zoning Ordinance would require.
9. Given the site's location to existing and future mass transit and the proposed mix of uses, the 21% parking reduction requested by the applicant should be supported.



10. The proposed parking reduction will not adversely affect the site or the adjacent area.

Attachments: a/s







**MEMORANDUM**

**TO:** William J. O'Donnell, Jr., AICP  
Fairfax County Department of Planning & Zoning

**FROM:** Robin L. Antonucci  
Kevin R. Fellin, P.E.

**RE:** RZ 2009-DR-017; Nugget Joint Venture, L.C.  
2013 Tax Map(s): 15-2 ((1)) 13pt, 15-4 ((5)) 5Apt. and 5B

**SUBJECT:** Parking Determination

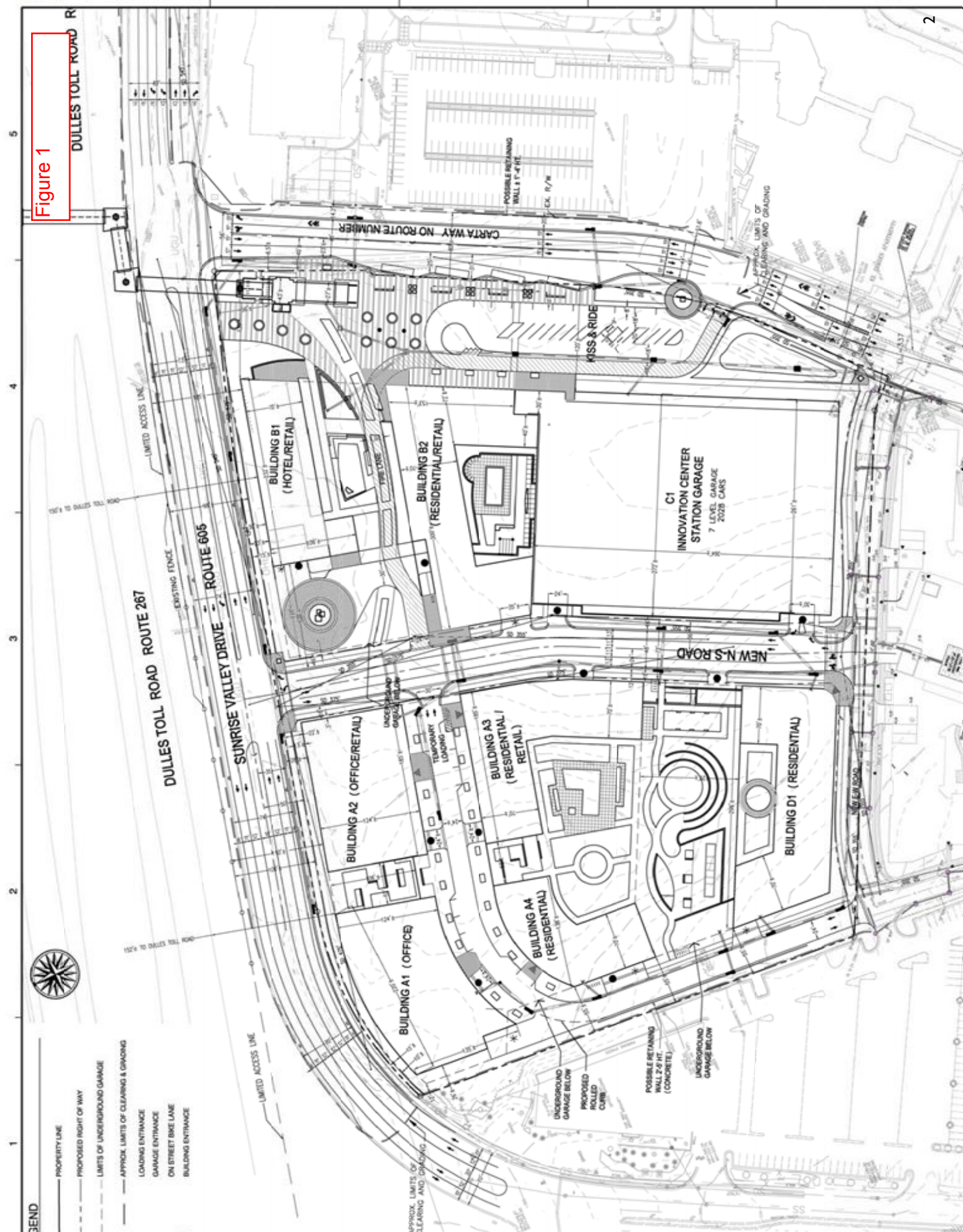
**DATE:** February 7, 2014

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The purpose of this memorandum is to summarize the results of a preliminary parking assessment completed in conjunction with the above-referenced rezoning (RZ) application. On August 6, 2013, Nugget Joint Venture, L.C. filed an amendment to RZ 2009-DR-017 to reflect revisions associated with the development of a new, mixed-use, transit-oriented development (TOD) within ¼ mile of the planned Innovation Center Metrorail Station. The application would rezone the Property from the PDC (Planned Development Commercial) to the PRM (Planned Residential Mixed Use) zoning district.

The CDP/FDP (Conceptual/Final Development Plan) dated August 1, 2013, as revised January 3, 2014 and presented herein as Figure 1 reflects four land bays (A through D), which includes three residential buildings totaling 925 dwelling units with up to 84,000 gross square feet (GSF) of secondary retail uses, a 190-room hotel, two office buildings totaling 501,000 GSF and a 2,028-space Metrorail parking garage with related facilities. Parking for the development is provided in above/below grade, structured parking garages with limited curbside parking provided along the Private Drive for loading and short-term, high-turnover uses. Details with regard to the planned parking garages are depicted on Sheets A-101 through A-104.

The Applicant had initially committed to park the project in accordance with Article 11 of the County's Zoning Ordinance as shown on the CDP/FDP and reproduced herein as Table 1. As shown on Table 1, based on an application of the Ordinance rates for the proposed land uses, the project would require 3,492 parking spaces (excluding the 2,028 spaces associated with the Innovation Center South Metrorail Garage.) However, a recent amendment to the Comprehensive Plan (S07-III-UP2) approved by the Board of Supervisors on December 3, 2013 states the following:





“For development within a half mile of the Metrorail station, a parking plan should be submitted along with a development application that demonstrates that the amount of parking that is provided is sized to support the development. Provisions for parking reductions and other incentives to lower parking should be utilized...Residential uses should take into account the number of bedrooms per unit when establishing the amount of parking to supply. All non-residential uses should reduce their parking supply below the Countywide minimum.”

Subsequently, in draft proffers dated January 3, 2014, the Applicant committed to not exceed the *minimum* required parking under the Ordinance at completion and full occupancy in recognition of the recently adopted Plan amendment. The Applicant further reserved the right to seek a parking reduction prior to site plan approval for any building [on the subject property.]

In discussions with County Planning & Zoning staff during the course of reviewing the CDP/FDP and draft proffers, the need to further reduce parking was identified by both parties. To that end, a meeting was held with County staff (DPZ and the Department of Public Works & Environmental Services (DPWES)) on Wednesday, January 15<sup>th</sup> to discuss parking and the process for reducing parking as it pertains to the Innovation Center South development.

As stated above and shown on Table 1, a total of 3,492 spaces would be required to accommodate all of the on-site uses (excluding the Innovation Center South Metrorail Garage) under the requirements of Article 11. However, Article 11-101 also states the following:

“Except as provided for in a Commercial Revitalization District, in any R, C or I district, all structures built and all uses established hereafter shall provide accessory off-street parking in accordance with the following regulations, and in the PDH, PDC, PRC and PRM Districts, the provisions of this Part shall have *general application* [emphasis added] as determined by the Director.”

Given the Applicant has filed a request to rezone the property to the PRM District and in recognition of the Comprehensive Plan’s intention to minimize/reduce reliance on the automobile, the Applicant sought the Zoning Administrator’s (Ms. Leslie Johnson) opinion with regard to the intent of Section 101 and a definition of the term *general applicability*. Upon review and after much discussion, the following actions were recommended:



- Provide an option to the parking tabulation depicted on the CDP/FDP, which would summarize the parking reductions sought by the Applicant and include this new tabulation in the CDP/FDP as part of the *parking plan*;
- Provide a written justification for the reductions to be sought; and
- Strengthen the proffer commitments to reflect the application of a parking reduction request with the submission of any building site plan.

The Comprehensive Plan text for the Route 28 Station South and Tysons Corner areas provides parking rates for various land uses based on their proximity to planned Metrorail facilities, such as the Innovation Center Metrorail Station. According to the Comprehensive Plan for the Route 28 Station South transit areas, the maximum parking rate for office uses should be 2.1 spaces per 1,000 GSF when located within one quarter mile of a Metrorail station. Based on the Plan recommendation, a total of 1,053 spaces would be required to serve the planned office uses (or 250 spaces fewer than the Ordinance would require).

With regard to parking for the residential uses, Wells + Associates first reviewed the parking ratios established for TOD's in the Tysons Corner portion of Fairfax County. Based on extensive research, the County determined that parking in the TOD Districts [of Tysons] should follow the experience of successful TOD areas around the Country by limiting the amount of parking near transit station areas. As a result, the parking ratios for multifamily residential units are based on bedrooms with both a minimum and maximum rate provided. Within a quarter mile of a Metrorail station, the residential parking rates for multifamily units are as follows:

<u>Number of Bedrooms</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
0 – 1 Bedroom	1.0	1.3
2 Bedrooms	1.0	1.6
3+ Bedrooms	1.0	1.9

These rates are slightly higher on average than other areas. For example, the Florida Department of Transportation has developed TOD Design Guidelines to assist localities in developing projects that are supportive of transit investment. Based on





those guidelines in an urban-general neighborhood within a half mile of a rail facility, the recommended maximum parking rate for residential uses is 1.5 spaces per unit. On average, this rate is less than the recommended rates for Tysons.

A review of a paper prepared by Jeffrey Tumlin and Adam Millard-Ball in 2006 for ITE (*Parking for Transit-Oriented Development*) cited changes to the Arlington Virginia zoning code in 2003 which employed parking maximums to encourage transit usage. The code distinguishes between shared and reserved spaces, which are discouraged. According to the code, residential units may be parked up to 2.0 spaces per unit and non-residential uses may be parked at up to 1.0 space per 1,000 GSF.

In the City of Alexandria, multifamily residential units (Section 8-200 (A) (2)) are typically parked at the following rates:

- One and three-tenths (1.30) spaces per unit up to and including one bedroom;
- One and three-quarters (1.75) spaces per unit for each two bedroom unit; and
- Two and two-tenths (2.20) spaces for each three bedroom unit or larger.

For retail and office uses, parking is to be provided based on the square footage per floor and the particular Parking District within the City in which the use is located. For example, ground floor retail uses in buildings with a 20,000 SF floor plate should be parked at rates between one space per 230 SF to 1.2 spaces per 230 SF. Offices uses should be parked at rates between one space per 450 SF to one space per 600 SF depending on the Parking District.

Section 8-400 of the City's Ordinance describes the King Street Transit Parking District and provides reduced parking rates for uses within the area defined by 8-400 (A). According to the Ordinance, parking for office, residential and hotel uses within this District shall be parked as follows:

- Office buildings, including commercial, government and professional, shall have one parking space for each 530 square feet of floor area; provided, however, that the required parking may be reduced to not less than one parking space for each 665 square feet of floor area when the applicant, at the time of site plan approval, demonstrates through a parking study to the planning commission, or to the city council that the off-street parking provided is adequate for the site, and that there will be no unreasonable adverse effect on the surrounding residential neighborhoods.



- Single-family, two-family, row or townhouse and multifamily dwellings shall have one parking space per dwelling unit.
- Hotels shall have 0.7 of a parking space for each guest room.

Based on a review of other area parking requirements in established transit corridors, as well as the work completed by FCDOT in support of the Tysons Corner initiatives, the Applicant proposes to park the Innovation Center South development as reflected on Table 2. By providing minimum and maximum ranges for the uses, the Applicant will be able to eliminate at least one below grade level (428 spaces) associated with the parking garage serving Land Bay A (see Sheet A-102 of the CDP/FDP). With the parking reductions proposed, the Applicant would provide a total of 2,781 to 3,243 structured spaces on the Property (exclusive of the Metrorail Garage.)

In summary, the Applicant seeks the Board of Supervisors approval of a reduction of the office uses from 2.6 per 1,000 SF to 2.1 per 1000 SF in conjunction with the rezoning. Additionally, the Applicant shall modify the draft proffers to commit to file a parking reduction request with the Department of Public Works & Environmental Services for the other non-residential and residential uses in conjunction with the submission of the first site plan for the first new building to be developed on the Property (exclusive of the Metrorail Garage) unless the Zoning Ordinance has been amended to reflect specific transit reductions for parking without the need to file a study.

If you have any questions with regard to the above, please call or email me at [RLAntonucci@mjwells.com](mailto:RLAntonucci@mjwells.com) or Kevin Fellin at [KFellin@mjwells.com](mailto:KFellin@mjwells.com).

cc: Leslie Johnson, Fairfax County DPZ  
Thomas Williamson, Fairfax County DPWES  
Tony Rocks, Rocks Engineering  
David Houston, Reed Smith  
Elizabeth Ianetta, FCDOT

Table 1  
Innovation Center South  
Article 11 - Zoning Ordinance Parking Summary (1)

Use	Land Bay-Building	Amount	Units	Article 11 - Ordinance Parking Rate	Required Spaces
OFFICE HOTEL RETAIL RESIDENTIAL (MULTI-FAMILY)	A-1, A-2 B-1 A-2, A-3, B-1, B-2 A-3, A-4, B-2, D-1	499,660 190 84,000 925	GSF Rooms GSF DU	2.6 Spaces/1,000 GSF 1.08 Spaces/Room 1.0 Space/200 SF first 1,000 SF, 6.0 Spaces/1,000 SF remaining SF 1.6 Spaces/DU	1,299 206 503 1,480 3,488
				<b>BONUS DENSITY (2)</b>	
RETAIL RESIDENTIAL (MULTI-FAMILY)	A-1, A-2, A-3, A-4 B-2	20,000 80	GSF DU	6.0 Spaces/1,000 SF remaining SF (1.0 Space/200 SF for first 1,000 SF already accounted for in the above) 1.6 Spaces/DU	120 128 248
				<b>Total (with bonus density)</b>	<b>3,736</b>

Note(s):

- (1) Obtained from Sheet C-2 of the "Innovation Center South and the Innovation Center Station Garage" CDP/DP dated March 27, 2014.  
(2) Parking and loading for WDUs and/or bonus density shall be addressed in the site plans and building plans for each building containing WDUs and/or bonus density square footage and shall be in accordance with the Zoning Ordinance, and subject to any proffers, development conditions, waivers, modifications or reductions approved by the County for the project. Applicant shall identify bonus density on any applicable site plan.

Table 2  
Innovation Center South  
Proposed "MAX" and "MIN" Parking Summary (1) (2)

Use	Land Bay-Building	Amount	Units	Proposed "MAX" and "MIN" Parking Rates (1)	Required Spaces
PROPOSED "MAX" PARKING REQUIREMENT OFFICE HOTEL RETAIL RESIDENTIAL (MULTI-FAMILY)	A-1, A-2 B-1 A-2, A-3, B-1, B-2 A-3, A-4, B-2, D-1 A-3, A-4, B-2, D-1 ---	499,660 190 84,000 649 276 0	GSF Rooms GSF DU (0-1 BR) DU (2 BR) DU (3+ BR)	2.1 Spaces/1,000 GSF 1.08 Spaces/Room 1.0 Space/200 SF first 1,000 SF, 6.0 Spaces/1,000 SF remaining SF 1.6 Spaces/DU 1.6 Spaces/DU 1.3 Spaces/DU	1,050 206 503 1,038 442 0 3,239
				<b>BONUS DENSITY (3)</b>	
RETAIL RESIDENTIAL (MULTI-FAMILY)	A-1, A-2, A-3, A-4 B-2 B-2	20,000 56 24	GSF DU (0-1 BR) DU (2 BR)	6.0 Spaces/1,000 SF remaining SF (1.0 Space/200 SF for first 1,000 SF already accounted for in the above) 1.6 Spaces/DU 1.6 Spaces/DU	120 90 38 248
				<b>Total Proposed "MAX" (with bonus density)</b>	<b>3,487</b>
PROPOSED "MIN" PARKING REQUIREMENT OFFICE HOTEL RETAIL RESIDENTIAL (MULTI-FAMILY)	A-1, A-2 B-1 A-2 A-3 B-1 B-2 A-3, A-4, B-2, D-1 A-3, A-4, B-2, D-1 ---	499,660 190 4,000 30,000 10,000 40,000 649 276 0	GSF Rooms GSF GSF GSF GSF DU (0-1 BR) DU (2 BR) DU (3+ BR)	2.0 Spaces/1,000 GSF 1.0 Spaces/Room Exclude first 5,000 SF per building, then 6.0 Spaces/1,000 SF remaining SF Exclude first 5,000 SF per building, then 6.0 Spaces/1,000 SF remaining SF Exclude first 5,000 SF per building, then 6.0 Spaces/1,000 SF remaining SF Exclude first 5,000 SF per building, then 6.0 Spaces/1,000 SF remaining SF 1.25 Spaces/DU 1.4 Spaces/DU 1.6 Spaces/DU	1,000 190 0 150 30 210 812 387 0 2,779
				<b>BONUS DENSITY (3)</b>	
RETAIL RESIDENTIAL (MULTI-FAMILY)	A-1 A-2 A-3 A-4 B-2 B-2	5,000 5,000 5,000 5,000 56 24	GSF GSF GSF GSF DU (0-1 BR) DU (2 BR)	Exclude first 5,000 SF per building, then 6.0 Spaces/1,000 SF remaining SF Exclude first 1,000 SF, then 6.0 Spaces/1,000 SF for remaining 4,000 SF. 4,000 SF already excluded above for A-2. 6.0 Spaces/1,000 SF for remaining 5,000 SF. First 5,000 SF per building already excluded above for A-3. Exclude first 5,000 SF per building, then 6.0 Spaces/1,000 SF remaining SF 1.25 Spaces/DU 1.4 Spaces/DU	0 24 30 0 70 34 158
				<b>Total Proposed "MIN" (with bonus density)</b>	<b>2,937</b>

Note(s):

- (1) Obtained from Sheet C-2 of the "Innovation Center South and the Innovation Center Station Garage" CDP/DP dated March 27, 2014.  
(2) The proposed "MAX" and "MIN" parking rates outlined above, including the exclusion of the first 5,000 SF of retail per building under the "MIN" calculation, can be changed to reflect revised rates associated with approval of a Zoning Ordinance Amendment.  
(3) Parking and loading for WDUs and/or bonus density shall be addressed in the site plans and building plans for each building containing WDUs and/or bonus density square footage and shall be in accordance with the Zoning Ordinance, and subject to any proffers, development conditions, waivers, modifications or reductions approved by the County for the project. Applicant shall identify bonus density on any applicable site plan.



SEAL

COMMONWEALTH OF VIRGINIA


COOY A. POKNETT  
Lic. No. 048560



SCALE NORTH

SCALE IN FEET  
1" = 40'

1 INCH



VCS-33

[illegible]

DATE	SEPTEMBER 2014
DRAWN BY	MLJ
APPROVED BY	CAP
CHECKED BY	CJD

TITLE  
PARKING PLAN  
LEVEL 2

SP NO. #6848-SP-014

C09.101

SECTION NO. C09-PARKING PLAN

- ☒ ACCESSIBLE PARKING SPACE
- ☒ NO PARKING STRIPPING
- ☒ VOID SPACE AREAS
- ☒ EV CHARGING STATIONS
- ☒ FUTURE POTENTIAL EV CHARGING STATIONS
- ☒ BIKE PARKING
- ☒ STAIR LOCATION

LAND BAY A				
LEVEL	STANDARD	HANDICAP	EV	SPACES / BAY
2	140	4		144
1	204	10		214
GROUND	109	14	6	129 302
B1	408	2		410
B2	408	2		410
B3	408	2		410
B4	408	2		410
TOTAL	2085	36	6	2127

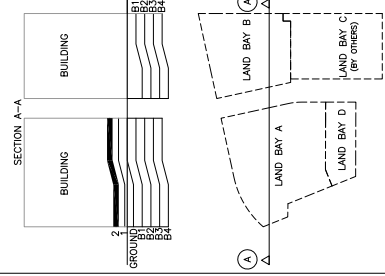
		LAND BAY B				BKE	
		LEVEL	STANDARD	HANDICAP	EV	SPACES	24
GROUND		B1	51	10	6	67	130
BELOW GRADE		B2	279	4		283	
		B3	277	4		281	
		B4	279	4		283	
		TOTAL	686	22	6	914	154

LAND BAY C		LEVEL	SPACES
ABOVE GRADE	5		114
	4		259
	3		302
	2		302
GROUND	1		302
	GROUND		277
	B1		264
BELOW GRADE	B2		288

LAND BAY C PARKING SPACES ARE  
FOR CARS AND TRUCKS. DIFFERENT  
SPACES ARE SHOWN FOR REFERENCE ONLY.

LAND BAY D

	LEVEL	STANDARD	HANDICAP	EV SPACES	BIKE
GROUND					14
BELOW GRADE	B1	51	5	6	62 116
	D2	67	2		89
	B3	45	2		47
	TOTAL	163	9	6	198 130



**PARKING SUMMARY (LANDBAY'S A, B, D & SURFACE)**









STANDARD:	3154 SPACES
HANDICAP:	67 SPACES
ELECTRIC VEHICLE:	18 SPACES



**NOTES:**

1. PARKING LOT/ST IS PROVIDED TO DEFLECT CONCEPTUAL DESIGN OF TRUCKS AND TRAILERS. PLACEMENT OF TRUCKS AND TRAILERS WITHIN ANY ADDITION OR REMOVAL OF SPACES WILL NOT IMPACT THE SITE LAYOUT OR BUILDING FOOTPRINTS.
2. THE PARKING SPACES SHALL BE 22' WIDE BY 10' DEEP.
3. THE DRIVING ISLES ARE 23' WIDE UNLESS NOTED OTHERWISE.
4. RAMP(S) ARE INDICATED BY > OR <
5. TWO CYCLOPS VEHICLE (C) CHARGING STATION SERVICES
6. TWO CYCLOPS REPRESENT BIKE PARKING AREAS, A TYPICAL BIKE SPACE FITTING TWO BIKES IS 3' WIDE AND 10' DEEP.
7. MAX STALL FITTING TWO BIKES IS 3' WIDE AND 10' DEEP.
8. PARKING SPACES ARE 22' WIDE BY 10' DEEP. THE DRIVING ISLES ARE 23' WIDE UNLESS NOTED OTHERWISE.
9. PARKING SPACE SIZING WILL BE USED TO IDENTIFY USES
10. PARKING AREAS AND GARAGES WILL BE DESIGNED FOR A NOMINAL 450LB/FSF UNIFORM LIVE LOAD.

**LEGEND:**

-  ACCESSIBLE PARKING SPACE
-  NO PARKING STOPPING
-  VOID SPACE AREAS
-  EV CHARGING STATIONS
-  FUTURE POTENTIAL EV CHARGING STATIONS
-  BIKE PARKING
-  STAFF LOCATION
-  ELEVATOR LOCATION

LEVEL	STANDARD	HANDICAP	EV	SPACES	BRE
2	140	4	144		
1	204	10	214		
GROUND	109	14	6	129	302
81	408	2		410	
82	408	2		410	
83	408	2		410	
84	408	2		410	
TOTAL	2085	56	6	2127	

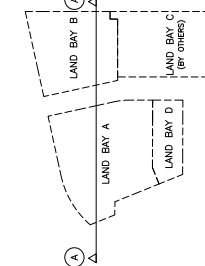
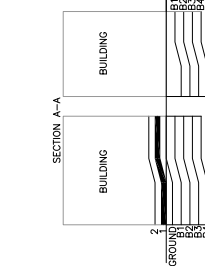
	LEVEL	STANDARD	HANDICAP	EV	SPACES	BKVE
GROUND						24
B1	51	10	6	67	130	
B2	279	4		283		
B3	277	4		281		
B4	279	4		283		
TOTAL	896	22	6	914	154	

LAND BAY C		LEVEL	SPACES
ABOVE GRADE		5	114
		4	259
		3	302
		2	302
		1	302
	GROUND	277	
BELOW GRADE	B1	284	
	B2	288	

\*LAND, BAY C PARKING SPACES ARE PROPOSED BY OTHERS AND ARE SHOWN FOR REFERENCE ONLY.

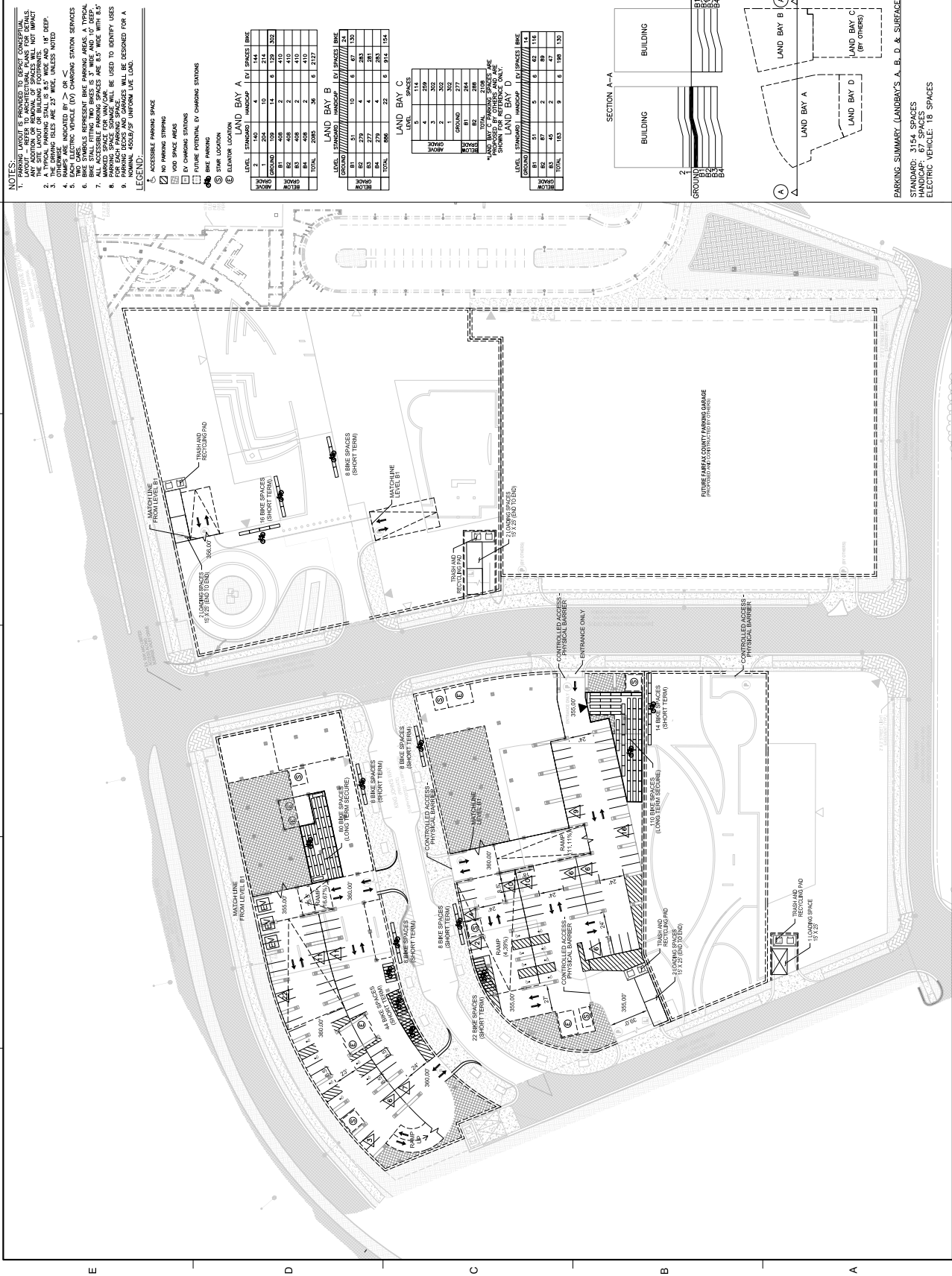
LAND BAY D

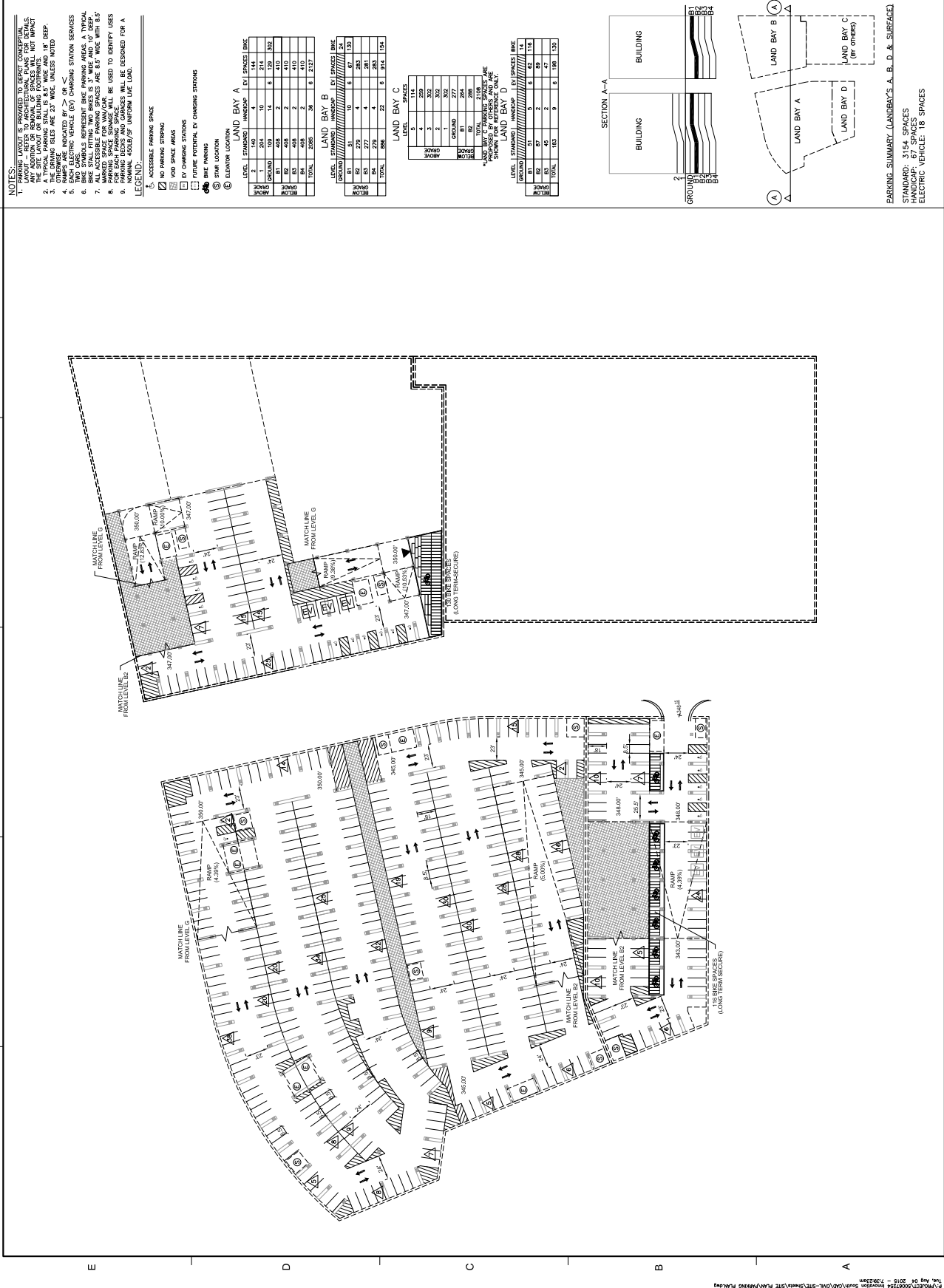
	LEVEL	STANDARD	HANDICAP	EV	SPACES	BIKE
BELOW GROUND	B1	51	5	6	62	116
	B2	67	2		80	116
		45	2		47	47
	TOTAL	163	9	6	190	130



**PARKING SUMMARY (LANDBAY'S A, B, D & SURFACE)**

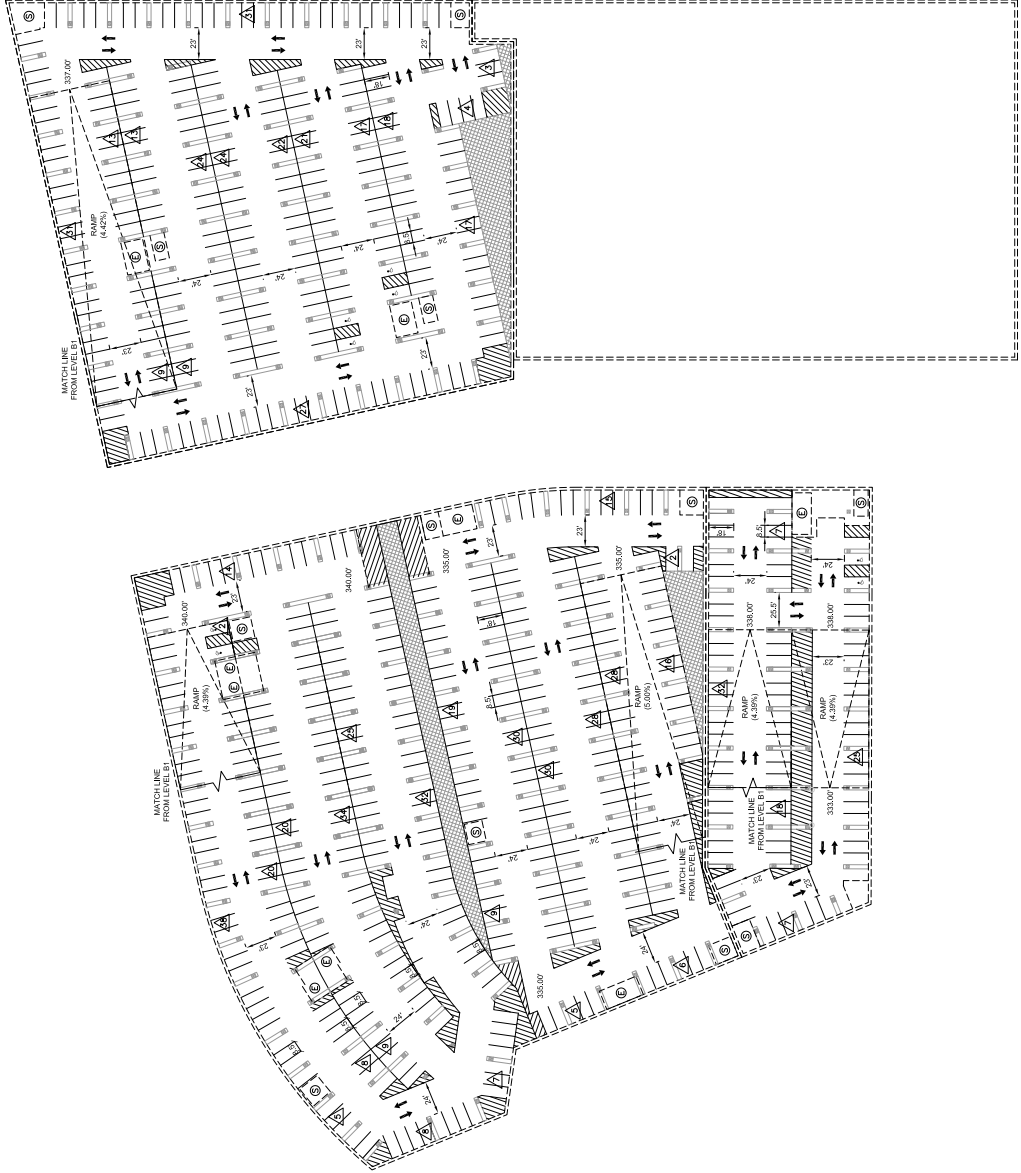
STANDARD:	3154 SPACES
HANDICAP:	67 SPACES
ELECTRIC VEHICLE:	18 SPACES





**PARKING SUMMARY (LANDBAY'S A, B, D & SURFACE)**

STANDARD:	3154 SPACES
HANDICAP:	67 SPACES
ELECTRIC VEHICLE:	18 SPACES





NOTES:

1. PARKING LAYOUT IS PROVIDED TO DEPICT CONCEPTUAL LAYOUT. ANY ADDITION OR REMOVAL OF SPACES WILL NOT IMPACT THE TYPE LAYOUT OR BUILDING FOOTPRINTS.
2. A TYPICAL PARKING SPACE IS 8.5' WIDE AND 18' DEEP.
3. OTHER PARKING TYPES ARE 23' WIDE, UNLESS NOTED
4. RAMP ARE INDICATED BY  $\rightarrow$  OR  $\leftarrow$
5. EACH ELECTRIC VEHICLE (EV) CHARGING STATION REQUIRES TWO COLUMNS REPRESENT ONE CHARGING AREAS. A TYPICAL BIKE STALL FITTING TWO BIKES IS 3' WIDE AND 10' DEEP.
6. ALL ACCESSIBLE PARKING SPACES ARE 8.5' WIDE WITH 8' MARKED SPACE FOR ANY CAR.
7. ALL PARKING SPACES WILL BE USED TO IDENTIFY USES FOR EACH PARKING SPACE.
8. PARKING DECKS AND GARAGES WILL BE DESIGNED FOR A NOMINAL 4500LB/3' UNIFORM LIVE LOAD.

- ☐ ACCESSIBLE PARKING SPACE
- ☐ NO PARKING STRIPING
- ☐ VOO SPACE AREAS
- ☐ EV CHARGING STATIONS
- ☐ FUTURE POTENTIAL EV CHARGING STATIONS
- ☐ BIKE PARKING
- ☐ STAIR LOCATION
- ☐ ELEVATOR LOCATION

LAND RAY A

	LEVEL	STANDARDS	HANDICAP	EV	SPACES	BREK
ABOVE						
	2	140	4		144	
	1	204	10		214	
GROUND						
		109	14	6	129	302
BELOW						
	B1	408	2		410	
	B2	408	2		410	
	B3	408	2		410	
	B4	408	2		410	
TOTAL		2098	36	6	2127	

LEVEL	LAND		HANDICAP		EV	SPACES	BWE
	STANDARD	B					
GROUND							24
B1	51	10	6	67	130		
B2	279	4		283			
B3	277	4		281			
B4	279	4		283			
TOTAL	886	22	6	914	154		

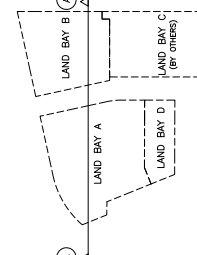
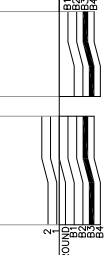
LAND BAY C		LEVEL	SPACES
ABOVE GRADE		5	114
		4	259
		3	302
		2	302
		1	302
GROUND			277
		B1	264
BELOW GRADE			

\*LAND, BAY & PARKING SPACES ARE PROPOSED BY OTHERS AND ARE SHOWN FOR REFERENCE ONLY.

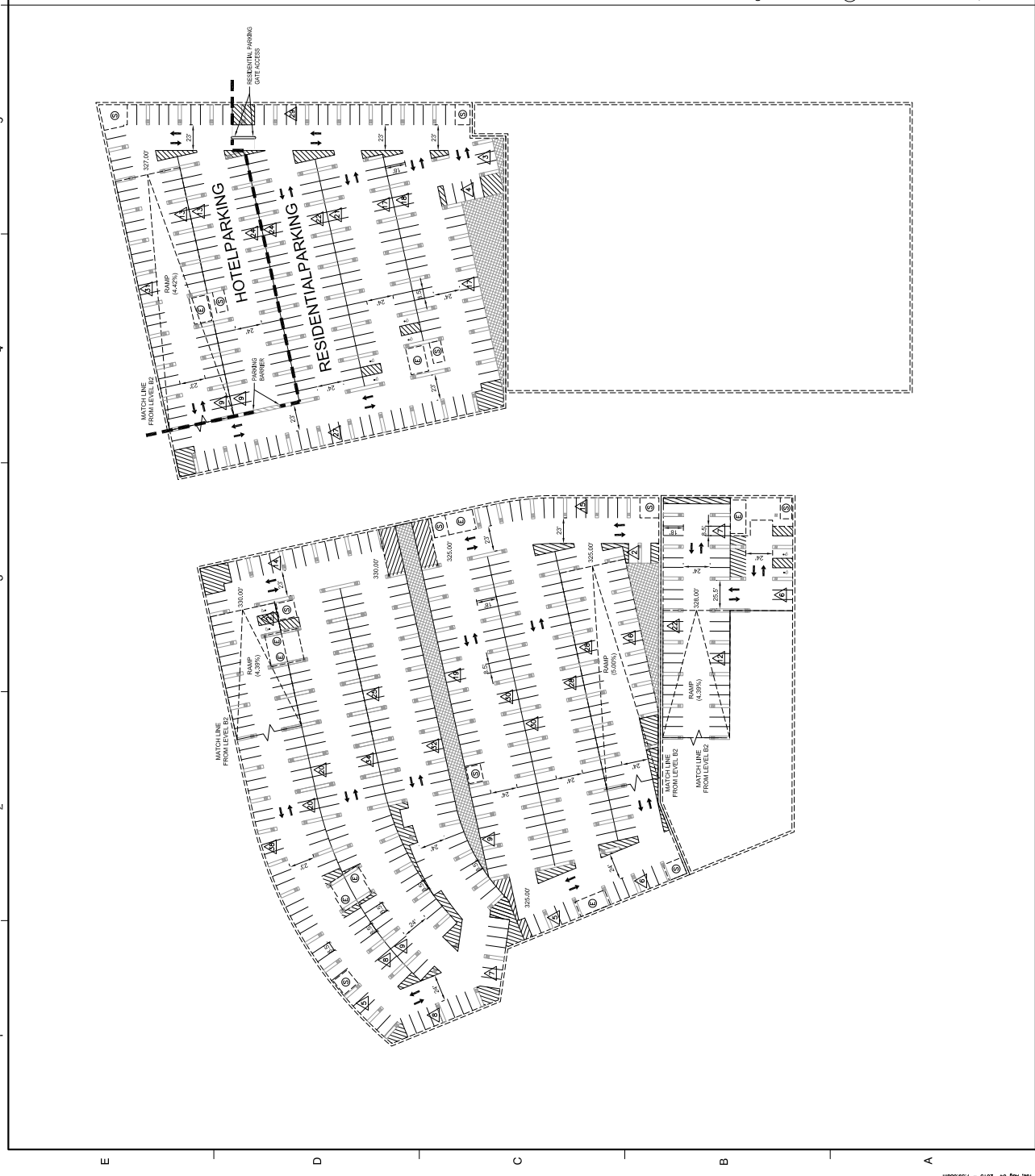
LAND BAY D

LEVEL	STANDARD	HANDICAP	EV SPACES	BIKE
GROUND				14
B1	51	5	6	62
B2	67	2		89
B3	45	2		47
TOTAL	163	9	6	190

SECTION A-A



**PARKING SUMMARY (LANDBAY'S A. B. D. & SURFACE**  
**STANDARD: 3154 SPACES**  
**INDICAP: 67 SPACES**  
**ELECTRIC VEHICLE: 18 SPACES**



NOTES:  
1. PARKING SPACES SHALL BE DESIGNED TO ACCOMMODATE ALL TYPES OF VEHICLES.  
2. A TYPICAL PARKING SPACE SHALL BE 9.5' WIDE AND 18' DEEP.  
3. ALL PARKING SPACES SHALL BE DESIGNED TO ACCOMMODATE ALL TYPES OF VEHICLES.  
4. OTHER NOTES:  
5. EACH ELECTRIC VEHICLE (EV) CHARGING STATION SERVICES ONE EV.  
6. BIKES SHALL BE REPRESENTED BY BIKES. A TYPICAL BIKES SHALL BE 4' WIDE AND 6' DEEP.  
7. ALL ACCESSIBLE PARKING SPACES SHALL BE 9.5' WIDE WITH 18' DEEP.  
8. MARKED SPACE FOR VEHICLES WITH HANDICAP SHALL BE USED TO IDENTIFY USES FOR VEHICLES WITH HANDICAP.  
9. NOMINAL 4500LB/FT<sup>2</sup> UNIFORM LIVE LOAD.

- LEGEND:  
ACCESSIBLE PARKING SPACE  
NO PARKING STRIP  
NO SPACE AREA  
CHARGING STATION  
BIKE PARKING  
ELEVATOR LOCATION

LAND BAY A

LEVEL	STANDARD	HANDICAP	EV SPACES	BIKE
GROUND	10	10	214	132
1ST	10	10	214	132
2ND	10	10	214	132
3RD	10	10	214	132
4TH	10	10	214	132
5TH	10	10	214	132
6TH	10	10	214	132
7TH	10	10	214	132
8TH	10	10	214	132
9TH	10	10	214	132
10TH	10	10	214	132
11TH	10	10	214	132
12TH	10	10	214	132
13TH	10	10	214	132
14TH	10	10	214	132
15TH	10	10	214	132
16TH	10	10	214	132
17TH	10	10	214	132
18TH	10	10	214	132
19TH	10	10	214	132
20TH	10	10	214	132
21ST	10	10	214	132
22ND	10	10	214	132
23RD	10	10	214	132
24TH	10	10	214	132
25TH	10	10	214	132
26TH	10	10	214	132
27TH	10	10	214	132
28TH	10	10	214	132
29TH	10	10	214	132
30TH	10	10	214	132
31ST	10	10	214	132
32ND	10	10	214	132
33RD	10	10	214	132
34TH	10	10	214	132
35TH	10	10	214	132
36TH	10	10	214	132
37TH	10	10	214	132
38TH	10	10	214	132
39TH	10	10	214	132
40TH	10	10	214	132
41ST	10	10	214	132
42ND	10	10	214	132
43RD	10	10	214	132
44TH	10	10	214	132
45TH	10	10	214	132
46TH	10	10	214	132
47TH	10	10	214	132
48TH	10	10	214	132
49TH	10	10	214	132
50TH	10	10	214	132
51ST	10	10	214	132
52ND	10	10	214	132
53RD	10	10	214	132
54TH	10	10	214	132
55TH	10	10	214	132
56TH	10	10	214	132
57TH	10	10	214	132
58TH	10	10	214	132
59TH	10	10	214	132
60TH	10	10	214	132
61ST	10	10	214	132
62ND	10	10	214	132
63RD	10	10	214	132
64TH	10	10	214	132
65TH	10	10	214	132
66TH	10	10	214	132
67TH	10	10	214	132
68TH	10	10	214	132
69TH	10	10	214	132
70TH	10	10	214	132
71ST	10	10	214	132
72ND	10	10	214	132
73RD	10	10	214	132
74TH	10	10	214	132
75TH	10	10	214	132
76TH	10	10	214	132
77TH	10	10	214	132
78TH	10	10	214	132
79TH	10	10	214	132
80TH	10	10	214	132
81ST	10	10	214	132
82ND	10	10	214	132
83RD	10	10	214	132
84TH	10	10	214	132
85TH	10	10	214	132
86TH	10	10	214	132
87TH	10	10	214	132
88TH	10	10	214	132
89TH	10	10	214	132
90TH	10	10	214	132
91ST	10	10	214	132
92ND	10	10	214	132
93RD	10	10	214	132
94TH	10	10	214	132
95TH	10	10	214	132
96TH	10	10	214	132
97TH	10	10	214	132
98TH	10	10	214	132
99TH	10	10	214	132
100TH	10	10	214	132

LAND BAY B

LEVEL	STANDARD	HANDICAP	EV SPACES	BIKE
GROUND	10	10	214	132
1ST	10	10	214	132
2ND	10	10	214	132
3RD	10	10	214	132
4TH	10	10	214	132
5TH	10	10	214	132
6TH	10	10	214	132
7TH	10	10	214	132
8TH	10	10	214	132
9TH	10	10	214	132
10TH	10	10	214	132
11TH	10	10	214	132
12TH	10	10	214	132
13TH	10	10	214	132
14TH	10	10	214	132
15TH	10	10	214	132
16TH	10	10	214	132
17TH	10	10	214	132
18TH	10	10	214	132
19TH	10	10	214	132
20TH	10	10	214	132
21ST	10	10	214	132
22ND	10	10	214	132
23RD	10	10	214	132
24TH	10	10	214	132
25TH	10	10	214	132
26TH	10	10	214	132
27TH	10	10	214	132
28TH	10	10	214	132
29TH	10	10	214	132
30TH	10	10	214	132
31ST	10	10	214	132
32ND	10	10	214	132
33RD	10	10	214	132
34TH	10	10	214	132
35TH	10	10	214	132
36TH	10	10	214	132
37TH	10	10	214	132
38TH	10	10	214	132
39TH	10	10	214	132
40TH	10	10	214	132
41ST	10	10	214	132
42ND	10	10	214	132
43RD	10	10	214	132
44TH	10	10	214	132
45TH	10	10	214	132
46TH	10	10	214	132
47TH	10	10	214	132
48TH	10	10	214	132
49TH	10	10	214	132
50TH	10	10	214	132
51ST	10	10	214	132
52ND	10	10	214	132
53RD	10	10	214	132
54TH	10	10	214	132
55TH	10	10	214	132
56TH	10	10	214	132
57TH	10	10	214	132
58TH	10	10	214	132
59TH	10	10	214	132
60TH	10	10	214	132
61ST	10	10	214	132
62ND	10	10	214	132
63RD	10	10	214	132
64TH	10	10	214	132
65TH	10	10	214	132
66TH	10	10	214	132
67TH	10	10	214	132
68TH	10	10	214	132
69TH	10	10	214	132
70TH	10	10	214	132
71ST	10	10	214	132
72ND	10	10	214	132
73RD	10	10	214	132
74TH	10	10	214	132
75TH	10	10	214	132
76TH	10	10	214	132
77TH	10	10	214	132
78TH	10	10	214	132
79TH	10	10	214	132
80TH	10	10	214	132
81ST	10	10	214	132
82ND	10	10	214	132
83RD	10	10	214	132
84TH	10	10	214	132
85TH	10	10	214	132
86TH	10	10	214	132
87TH	10	10	214	132
88TH	10	10	214	132
89TH	10	10	214	132
90TH	10	10	214	132
91ST	10	10	214	132
92ND	10	10	214	132
93RD	10	10	214	132
94TH	10	10	214	132
95TH	10	10	214	132
96TH	10	10	214	132
97TH	10	10	214	132
98TH	10	10	214	132
99TH	10	10	214	132
100TH	10	10	214	132

	1	204	10	214	
GROUND ABOVE	109	14	6	129	302
	81	408	2	410	
	82	408	2	410	
BELOW GRADE	83	408	2	410	
	84	408	2	410	
	TOTAL	2085	36	6	2127

ACTION – 9

Approval of a Resolution to Authorize the Extension of General Obligation Bonds

ISSUE:

Board approval of a resolution requesting the Circuit Court to order an extension for issuance of County general obligation bonds.

RECOMMENDATION:

The County Executive recommends Board approval of the enclosed resolution requesting the Circuit Court to order an extension of the period for issuance of County bonds authorized on November 6, 2007, from eight years to ten years.

TIMING:

Board action is requested on September 22, 2015.

BACKGROUND:

Under Virginia law, bonds authorized by referendum must be issued within eight years unless the Circuit Court extends the time period. More specifically, Virginia Code Section 15.2-2611 states in pertinent part:

Bonds authorized by a referendum may not be issued by a locality more than eight years after the date of the referendum; however, this eight-year period may, at the request of the governing body of the locality, be extended to up to ten years after the date of the referendum by order of the circuit court of the locality, . . . entered before the expiration of the eight-year period. The court shall grant such extension unless the court is shown by clear and convincing evidence that the extension is not in the best interests of the locality.

At the regular election on November 6, 2007, Fairfax County voters approved the issuance of \$110 million in transportation bonds to fund the cost of constructing, reconstructing, improving and acquiring transportation improvements. These bonds were authorized to provide funds for planned roadway improvements, transit improvements and pedestrian improvements. Roadway improvements included: major improvements to Cinder Bed Road; the widening of Lorton Road, Poplar Tree Road, Lee Highway (Route 29) and Stringfellow Road; Base Realignment and Closure Commission (BRAC) changes related to increased traffic in the Fort Belvoir area; and spot/minor intersection and pedestrian improvements around the County. Transit improvements included: major repairs to the Herndon Connector bus facility; construction of a staircase at the Vienna/Fairfax-GMU Metrorail station; additional

parking spaces at the Stringfellow Road Park-and-Ride and Bus Transfer facility; construction of new transit centers at George Mason University (GMU) and Northern Virginia Community College (NVCC); and safety and accessibility improvements at approximately 123 bus stops across the County. Pedestrian improvements included: 46 identified projects located in all magisterial districts within the County for construction of missing sidewalk and trail links, improving crosswalks, pavement markings, intersection improvements, signage, and enhancing accessibility.

Many of these projects have been completed, while others are currently under construction (e.g., Lorton Road widening, Stringfellow Road transit center). Completion of several pedestrian, roadway, and transit projects included in the 2007 bond referendum has been delayed for various reasons described below.

#### **GMU and NVCC Transit Centers**

These projects have required extensive coordination with GMU and NVCC regarding site location, vehicular circulation and operations, and impacts to school property and operations. A funding agreement was approved for the GMU transit center, and this project is moving forward. The NVCC site is still being evaluated by NVCC to ensure that it is compatible with long-term plans.

#### **Fairfax Connector Reston-Herndon Bus Operating Facility**

On February 10, 2015, the Herndon Town Council approved a Special Exception (SE #14-06) to amend the conditions of a previously approved special exception (CU #98-6), and to permit site and building renovations to the existing Fairfax Connector Reston-Herndon bus operating facility located at 270 Spring Street in Herndon. The previous special exception contained a 20-year sunset provision that may have precluded future Fairfax Connector bus operations at the subject site. The Special Exception approved by the Town Council on February 10, 2015 removed the sunset provision, thereby allowing project planning and design for the garage expansion to advance with the knowledge that the site will be available for bus operations in accordance with the zoning ordinance and conditions set forth in the approved Special Exception (SE #14-06). Obtaining approval of the special exception to remove the sunset provision caused significant delays in advancing renovations at the Reston-Herndon facility.

In addition, during original project design, opportunities for operational efficiencies were identified. In response, the project scope was modified and a correlating budget was developed resulting in a lengthier design process. The design has progressed to 100 percent and construction documents are being prepared with a goal of awarding a construction contract in January 2016.

#### **Roadway and Pedestrian Projects**

Completion of several pedestrian and roadway improvement projects included in the 2007 bond referendum has been delayed for various reasons. These delays are primarily due to difficult and time consuming Right-of-Way (RW) and easement



acquisition, and extensive utility relocation requirements and schedules. However, several large projects funded by the 2007 bond referendum are currently under construction, including Lorton Road, Route 29 Widening, and Cinder Bed Road. The remaining projects are anticipated to begin construction in 2016.

Currently, \$34.24 million in bonds remain authorized but unissued from the 2007 transportation bond referendum. These funds will primarily support the above-referenced projects.

FISCAL IMPACT:

Staff recommends selling the \$34.24 million balance of the authorized bonds as part of the County's annual General Obligation bond sales anticipated for January 2016 (\$17.12 million) and January 2017 (\$17.12 million). The annual debt service cost is included in the projected debt ratios as part of the FY 2016 – 2020 Adopted Capital Improvement Program.

ENCLOSED DOCUMENT:

Attachment 1: Extension Resolution

STAFF:

Joseph Mondoro, Acting Chief Financial Officer  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Todd Minnix, Chief, Transportation Design Division, FCDOT  
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT  
Erin C. Ward, Senior Assistant County Attorney  
Joseph LaHait, Debt Coordinator, Department of Management and Budget

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Room in the Fairfax County Government Center at Fairfax, Virginia, on September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted by roll call:

**A RESOLUTION REQUESTING THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA, TO ORDER AN EXTENSION FOR ISSUANCE OF THE COUNTY'S TRANSPORTATION BONDS, AUTHORIZED AT REFERENDUM ON NOVEMBER 6, 2007, FROM EIGHT YEARS TO TEN YEARS FROM THE DATE OF SUCH REFERENDUM AUTHORIZING THE BONDS**

WHEREAS, the Board of Supervisors of Fairfax County, Virginia passed a resolution dated May 7, 2007, requesting the Circuit Court of Fairfax County, Virginia, to order an election on the question of contracting a debt, borrowing money and issuing bonds of Fairfax County, Virginia, in the maximum aggregate principal amount of \$110,000,000 for the purpose of providing funds for the cost of constructing, reconstructing, and improving and acquiring transportation improvements, including improvements to primary and secondary State highways, off-street parking, pedestrian improvements, and ancillary related improvements and facilities, and including capital costs of necessary land, transit facilities, rolling stock and equipment in the Washington metropolitan area allocable to the County pursuant to the provisions of the Washington Metropolitan Area Transit Authority Compact; and

WHEREAS, such resolution was duly filed with the Circuit Court of Fairfax County, Virginia pursuant to the provisions of the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended; and

WHEREAS, on May 21, 2007, the Circuit Court of Fairfax County, Virginia, entered an order requiring the regular election officers of Fairfax County, Virginia, to open the polls on November 6, 2007, at all the various voting places in the County to take the sense of the qualified voters of Fairfax County, Virginia, on the question of contracting a debt, borrowing money and issuing the Transportation Bonds; and

WHEREAS, on November 6, 2007, the referendum was conducted in accordance with the order of the court, and on November 9, 2007 the Fairfax County Electoral Board certified that 160,114 votes were counted for the question, and 35,873 votes were counted against the question; and

WHEREAS, pursuant to Virginia Code § 15.2-2611, bonds authorized by a referendum may not be issued by a locality more than eight years after the date of the referendum; however by order of the circuit court, the eight-year period may, at the request of the governing body of the locality, be extended to up to ten years after the date of the referendum, which extension shall be granted unless clear and convincing evidence is provided showing that such extension is not in the best interests of the locality; and

WHEREAS, the Transportation Bonds issued to date provided funds for the design and construction of several roadway improvements, transit improvements, and pedestrian improvements, completion of several pedestrian and roadway improvement projects included in the 2007 bond referendum has been delayed for various reasons. These delays are primarily due to difficult and time consuming Right-of-Way and easement acquisition, and extensive utility relocation requirements and schedules. However, several large projects funded by the 2007 Transportation Bonds are currently under construction, including Lorton Road, Route 29 Widening, and Cinder Bed Road. The remaining projects are anticipated to begin construction in 2016. The transit center projects that were planned to be funded by the 2007 Transportation Bonds have experienced the longest delays. These projects have required extensive coordination with the Northern Virginia Community College (NVCC) and George Mason University (GMU) regarding site location, vehicular circulation and operations, and impacts to school property and operations. Presently, a funding agreement has been approved for the GMU transit center and this project is moving forward. The NVCC site is still being evaluated by NVCC to ensure that it is compatible with long-term plans; and

WHEREAS, the County made significant project savings on the above-referenced projects by conservative fiscal management and a favorable contract market; and

WHEREAS, due to the above-mentioned delays and conservative fiscal management practice, only \$75,755,500 of the \$110,000,000 of Transportation Bonds authorized at the 2007 referendum have been issued; and

WHEREAS, these actions have preserved flexibility for meeting transportation priorities; and

WHEREAS, an extension from eight to ten years is necessary to issue the \$34,244,500 authorized but unissued balance of the Transportation Bonds, and such extension is in the best interests of the County to provide support for the above-referenced projects; and

WHEREAS, to finance continuing transportation priorities, the County expects to apply the remaining authorized but unissued balance of the Transportation Bonds for the purpose of providing funds, in addition to the transportation bonds previously authorized and any other available funds, to finance constructing, reconstructing, and improving and acquiring transportation improvements, including improvements to primary and secondary State highways, off-street parking, pedestrian improvements, and ancillary related improvements and facilities, and including capital costs of necessary land, transit facilities, rolling stock and equipment in the Washington metropolitan area allocable to the County pursuant to the provisions of the Washington Metropolitan Area Transit Authority Compact within the two-year extension; now, therefore,

BE IT RESOLVED by the Board of Supervisors of Fairfax County Virginia:

Section 1. For the reasons stated above, the Fairfax County Board of Supervisors hereby requests the Circuit Court of Fairfax County to enter an order to extend for a period of two years the time within which the remaining authorized but unissued Transportation Bonds

may be issued.

Section 2. The Board hereby directs the County Attorney to present a petition to the Circuit Court setting forth this request.

A Copy – Teste:

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Clerk to the Board of Supervisors

ACTION - 10

Approval of the Authorization for the County Purchasing Agent to Act as  
Purchasing Agent for the Mosaic District Community Development Authority

ISSUE:

Board approval of a resolution (Attachment 1) to authorize the County Purchasing Agent to act as purchasing agent for the Mosaic District Community Development Authority ("Mosaic District CDA").

RECOMMENDATION:

The County Executive recommends approval of the Authorization for the County Purchasing Agent to Act as Purchasing Agent for the Mosaic District CDA.

The Board should take the following action:

Approve the resolution authorizing the County Purchasing Agent to act as purchasing agent for the Mosaic District Community Development Authority in accordance with the *Fairfax County Purchasing Resolution*, July 1, 2015.

TIMING:

Board action is requested on September 22, 2015 as the Mosaic District CDA is seeking to enter into a contract for administrative and financial services related to Community Development Authority Revenue Bonds.

BACKGROUND:

The Mosaic District CDA was created by the Board of Supervisor in 2009 pursuant to the provisions of Title 15.2, Chapter 51 of the Code of Virginia 1950, as amended, to provide public improvements in the 31 acre area in the Merrifield Commercial Revitalization Area near the intersection of Gallows Road and Lee Highway. The Mosaic CDA is the County's first and only Community Development Authority with Tax Increment Financing.

The Mosaic District CDA approved the issuance of \$65,650,000 of revenue bonds in 2011 amortized over a twenty five year period. For the past five years, the Mosaic District CDA has been managed by a Board of Directors consisting of members of the Board of Supervisors, county staff, and community representatives. Administrative services have been provided by the public

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finance consulting firm of MuniCap, Inc. headquartered in Columbia, Maryland. The contract for these services has expired and the Mosaic District CDA is seeking to enter into a new contract with MuniCap, Inc. to continue to provide these services.

The Mosaic District CDA does not have a purchasing agent. Historically, the County has supported the Mosaic District CDA with respect to some, but not all, of its purchasing requirements. The Mosaic District CDA now seeks to benefit from the County's procurement expertise and make efficient use of public resources by utilizing the County's Purchasing Agent for all of its procurement activities.

FISCAL IMPACT:

There is no additional cost to the county for the Purchasing Agent to provide these services to the Mosaic District CDA.

ENCLOSED DOCUMENTS:

Attachment 1 – County Resolution

STAFF:

Joseph Mondoro, Acting Chief Financial Officer

Barbara Byron, Director, Office of Community Revitalization

Cathy A. Muse, Director, Department of Purchasing and Supply Management

## RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 22, 2015, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, pursuant to the ordinance adopted by the Board on April 27, 2009, as amended by the ordinance adopted by the County on April 27, 2010, the Mosaic District Community Development Authority (the Authority) was created to provide public improvements for the peculiar benefit of the property owners within the geographic boundaries of the Authority's district; and

**WHEREAS**, the Authority is empowered to provide special services and engage in certain activities as set forth in Article 6, Chapter 51, of Title 15.2 of the Virginia Code; and

**WHEREAS**, the Authority has historically utilized the County's Department of Purchasing and Supply Management for some, but not all, of its procurement needs and it now desires to avail itself of the County's modern central purchasing and supply management resources and procedures for all of its purchasing activities; and

**WHEREAS**, public funds and resources will be conserved by combining and coordinating the purchasing activities of the Authority with those of the County as permitted under law;

**NOW, THEREFORE, BE IT RESOLVED**, that the Fairfax County Purchasing Agent is authorized to act as purchasing agent for the Mosaic District Community Development Authority in accordance with the Fairfax County Purchasing Resolution.

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

ACTION - 11

Allocation of Tysons Road Fund Revenues to Projects, and Allocation of Tysons Service District Revenues for Design of Projects in the Tysons Funding Plan. (Dranesville, Hunter Mill, and Providence Districts)

ISSUE:

The Department of Transportation is seeking Board approval to allocate Tysons Road Fund revenues to several new projects, and approval to use Tysons Transportation Service District revenues for the design of several transportation projects in the Tysons Funding Plan.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve:

- 1) The attached list of projects and their funding allocations (Attachment 1) from the Tysons Road Fund; and
- 2) The use of Tysons Transportation Service District revenues for the design of several Tysons-wide Roadway projects in the Tysons Funding Plan (Attachment 2).

TIMING:

Board action is requested on September 22, 2015, to allow the projects to move forward with implementation.

BACKGROUND:

**Tysons Road Fund**

The Tysons-Wide Road Fund and Tysons Grid of Streets Fund created dedicated revenue to assist with implementing transportation improvements included in Table 7 of the comprehensive plan amendment for Tysons approved by the Board in June 2010. However, the Consolidation Traffic Impact Analysis (CTIA) for Tysons also identified several other transportation improvements that are needed to support future growth in Tysons that is enabled by the Tysons Comprehensive Plan amendment. These projects were not included in the Tysons Funding Plan, however, they are moving into design. As a result, staff recommends using funding from the Tysons Road Fund to support design and partial right-of-way for these projects. In addition, the cost estimate for the Jones Branch Connector project has increased. Although this project is listed in Table 7



as a Tysons-wide Roadway improvement and is eligible for funding from the Tysons-Wide Road Fund, to date the Tysons-Wide Road Fund has not collected enough funding to cover the funding gap on the Jones Branch Connector. The following provides a summary of the projects in Attachment 1, and the recommended allocation for which staff seeks Board approval:

Route 123 "Superstreets" Phase 1	\$3,000,000
Route 123 / Route 7 Interchange	5,000,000
Cleveland Ramps	2,000,000
Jones Branch Connector	7,200,000
<b>Total</b>	<b>\$17,200,000</b>

### **Tysons-Wide Roadway Projects**

On January 8, 2013, the Board of Supervisors approved the creation of a service district in Tysons that would support transportation projects in the Tysons Funding Plan, including transportation projects in the funding plan referred to as Tysons-wide Roadway projects. Collectively, these projects are designed to improve traffic flow into and within Tysons. Tysons-wide Roadway projects are included in Table 7 of the County's Comprehensive Plan for transportation.

The first of these projects scheduled for implementation is the Jones Branch Connector (JBC), which is currently in design. Construction is estimated to begin in late 2016, and be completed in 2018. The Tysons Funding Plan has three additional projects scheduled to begin implementation of the Preliminary Engineering (PE)/Design phase in FY 2016.

The Tysons Transportation Service District has collected approximately \$7.3 million through FY 2015, with 10 percent, or approximately \$730,000, being set aside for a debt service reserve as part of a future bond sale. The remaining \$6.55 million in cash can be applied to project implementation. Staff requests Board approval to use service district revenues for PE and design for the following projects in the amounts shown below:

Route 7 Widening (Route 123 to I-495)	\$2,200,000
Route 123 Widening (Old Courthouse Road to Route 7)	2,250,000
Route 123 Widening (Route 7 to I-495)	2,000,000
<b>Total</b>	<b>\$6,450,000</b>

Part of the charge of the Tysons Transportation Service District Advisory Board is to provide feedback on staff proposed uses of service district revenues, and advise the Board on the use of service district revenues. In spring 2015, staff met with the advisory

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board and recommended advancing the projects shown above with service district revenues. The advisory board approved staff's recommendation.

FISCAL IMPACT:

The \$17.2 million requested from the Tysons Road Fund is available in project 2G40-035, Tysons Corner Developer Contributions in Fund 30040 (Contributed Roadway Improvements), and will immediately be allocated to projects upon approval. There is no impact to the General Fund and no positions are created by this funding request.

Funds for use on the Tysons-wide Roadway projects, in the amount of \$6.45 million, are available in Fund 40180 (Tysons Service District). There is no impact to the General Fund and no positions are created by this funding request.

ENCLOSED DOCUMENTS:

Attachment 1: List of Recommended Projects for Tysons Road Fund Revenues

Attachment 2: List of Recommended Projects for Tysons Service District Revenues

STAFF:

Robert A. Stalzer, Deputy County Executive

Joe Mondoro, Acting Chief Financial Officer

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Ray Johnson, Transportation Planner III, FCDOT

Kenneth Kanownik, Transportation Planner II, FCDOT

**List of Recommended Projects for Tysons Road Fund Revenues**

<b>PROJECT</b>	<b>PROJECT DESCRIPTION</b>	<b>PRELIMINARY COST ESTIMATES</b>	<b>Requested Funding</b>
Route 123 “Superstreets” Outside/Inside the Beltway	This project implements a Restricted Crossing U-turn (Superstreet) design concept along Route 123 between International Drive and I-495. This concept would restrict certain left turn movements at intersections and allow for U-turns along Chain Bridge Road to facilitate these movements. The design incorporates 10 foot shared use pathways along the corridor. Funding will be used to fund the analysis and design for the Route 123 Superstreet segments outside the Beltway and also support the future preliminary engineering related efforts for the segments inside the Beltway. Funding will also be used to assess how the segments outside and inside the Beltway are to be implemented (i.e consecutively, or in parallel).	\$34,000,000	\$3,000,000
Route 123 / Route 7 Interchange	This project consists of reconstructing the interchange of Route 123 & Route 7 to improve operation and safety for all travel modes. Various design concepts are under consideration which incorporate shared use pathways and shared use lanes. Funding will be used to analysis design concepts with input from stakeholders, finalize a preferred concept and begin design work.	\$52,000,000	\$5,000,000
Cleveland Ramps	This project consists of modifying the existing interchange of the Dulles Connector Road with Dolley Madison Boulevard. Modification includes constructing a new divided Collector Distributor road along the existing eastbound Dulles Connector Road, and also facilitating access to Scotts Crossing Road. The project will include construction of a new bridge over Dolley Madison Boulevard, widening the existing bridge over Chain Bridge Road, and other bridge structures as needed to accommodate the realigned ramps. The eastbound Dulles Toll Road ramps will be reconstructed to align with a new two-way road to connect the proposed southbound exit ramp to future development (east of Dulles Connector Road and north of Dolley Madison) and existing Dolley Madison Boulevard.	\$80,000,000	\$2,000,000
Jones Branch Connector	The Jones Branch Connector will provide an alternative route between Tysons East (Route 123) and West (Jones Branch Drive), bypassing the I-495/Route 123 Interchange. The proposed connection is anticipated to improve the operations along the adjacent road systems. Currently the existing Jones Branch Connector carries traffic between Jones Branch Drive and the I-495 Express Lanes ramps. This project will also provide improved access to the I-495 Express Lanes from the east side of Tysons.	\$56,000,000	\$7,200,000

**List of Recommended Projects for Tysons Service District Revenues**

<b>PROJECT</b>	<b>PROJECT DESCRIPTION</b>	<b>UPDATED COST ESTIMATES</b>	<b>Requested Funding</b>
Route 7 Widening (Route 123 to I-495)	Arterial widening. Widening Route 7 from Route 123 to I-495.	\$22,500,000	\$2,200,000
Route 123 Widening (Old Courthouse Road to Route 7)	Arterial widening. Widening Route 123 from 4 to 6 lanes between Route 7 and Old Courthouse Road.	\$22,750,000	\$2,250,000
Route 123 Widening (Route 7 to I-495)	Arterial widening. Widening Route 123 to 8 lanes between Route 7 and I-495.	\$46,000,000	\$2,000,000

ACTION - 12

Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for the Route 286 Widening (Route 123 to Route 29) Project (Springfield and Braddock Districts)

ISSUE:

Board of Supervisors' authorization for the Fairfax County Director of the Department of Transportation to sign standard project agreements, with the Northern Virginia Transportation Authority (NVTa) substantially in the form of Attachment 2, and with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 3, to implement the widening of Fairfax County Parkway (Route 286) from Ox Road (Route 123) to approximately 2,000 feet north of Lee Highway (Route 29).

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment 1) authorizing the Fairfax County Director of the Department of Transportation to execute standard project agreements, in substantial form, with NVTa (Attachment 2), and with VDOT (Attachment 3) for \$10 million in funding to support the widening of Fairfax County Parkway (Route 286) from Ox Road (Route 123) to approximately 2,000 feet north of Lee Highway (Route 29).

TIMING:

The Board of Supervisors should act on this item on September 22, 2015, so that NVTa can begin to release funding for the implementation of the Route 286 Widening project to VDOT.

BACKGROUND:

On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included \$55 million for improvements on Fairfax County Parkway. More specifically, those improvements included the widening from four to six lanes along the following segments:

- Lee Chapel to Rolling Rd,
- VA 123 to Lee Chapel,
- Lee Highway (US 29) to Ox Road (VA 123),
- Dulles Toll Road to West Ox Road, and
- West Ox Rd to Rugby Rd

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That same day, the Board of Supervisors also approved staff's recommended project submissions for NVTa consideration for FY2015-2016 funding. On April 23, 2015, the NVTa approved its FY 2015-2016 Two-Year program, which included approximately \$346 million for 37 projects across Northern Virginia.

NVTa's Two-Year program included \$10 million for Fairfax County Parkway improvements, which will support preliminary engineering and design, and provide partial support for land acquisition for the nearly six mile segment between Route 123 and north of Route 29. Ultimately, this project will provide for the widening of Route 286 from four lanes (divided) to six lanes (divided). This improvement will provide pedestrian and bicycle amenities including a major paved trail on the east side from Ox Road and connecting to an existing trail after Braddock Road. Conceptual design assumes that all existing lanes will be salvaged and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside to accommodate the future HOV lanes, identified in the County's Comprehensive Plan. Intersection improvements and access management will be considered in the design. The NVTa project description sheet for this approved project is included as Attachment 4.

HB 2313 (2013) directs the NVTa to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by NVTa that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity.

To facilitate the implementation of the regionally funded projects, NVTa and jurisdictional staff developed an SPA to establish the terms and conditions associated with the funding the Authority approves for these regional projects. The SPA is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTa. County staff was extensively involved in drafting this SPA, and in tailoring it for the Route 286 Widening project.

The major provisions of the SPA provide that the County will:

- Perform work in accordance with all applicable federal, state, and local laws and regulations, the SPA and the Project Description Sheet;
- Perform or have performed all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisition as required by the SPA and necessary to complete the project;
- Update project cash flow requirements periodically;
- Provide requests for payment consistent with the approved cash flow for a project on standard requisition forms;

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- Notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances. NVTA will decide whether to fund these additional costs, but only in accordance with NVTA's project selection process;
- Release or return any unexpended funds to NVTA no later than 90 days following final payment to contractors;
- Certify that any matching funds required for the project have been secured;
- Reimburse NVTA (with interest) for any funds misapplied or not used in accordance with the statutes governing NVTA's revenues;
- Acknowledge that NVTA will not be responsible for operating or maintaining the project upon completion;
- Obtain all necessary permits or permissions necessary for constructing and/or operating the project;
- Comply with all applicable federal and state funding requirements, if such other sources are used to fund the project;

The SPA provides that NVTA will:

- Provide funding for the project on a reimbursement basis, as outlined in the project agreement, project budget and cash flow as originally or subsequently approved;
- Assign a project coordinator to monitor the project to ensure compliance with the agreement and review payment requisitions;
- Make project payments within 20 days, if the payment requisition is sufficient;
- Notify the County of reasons a payment requisition is declined;
- Consider additional payment requests recommended by the Executive Director and the Finance Committee;
- Conduct periodic reviews of the project to ensure that it remains in compliance with the agreed-upon project scope;
- Advise the County in writing of any misused or misapplied funding and make recommendations to NVTA's Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- Secure reimbursement from the County (with interest) of any misused or misapplied funding;
- Make guidelines available to assist with complying with the terms of the agreement.

FCDOT has often contracted with VDOT to construct projects on the County's behalf. However, with the advent of NVTA regional funding, the number of such projects will increase significantly and establishing clear roles and responsibilities between FCDOT and VDOT, vis-à-vis NVTA funding, will help facilitate these projects going forward. With this in mind, County staff worked with VDOT to craft a new, modified SPA between the County and VDOT (Attachment 3), specific to NVTA-funded projects.

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The FCDOT/VDOT SPA will 1) enable FCDOT to remain responsible for and oversee the implementation by VDOT of the Route 286 Widening project, according to the terms of the County's agreement with NVTA; and 2) provide a mechanism for funding to flow directly from NVTA to VDOT, on a reimbursement basis.

FISCAL IMPACT:

The County will oversee and authorize \$10 million in funding directly from NVTA to VDOT on a reimbursement basis to support the implementation of the Route 286 Widening project. There is no impact to the general fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation

Attachment 2: Standard Project Agreement for the Route 286 Widening (Route 123 to Route 29) Project, including Related Appendices, with the Northern Virginia Transportation Authority

Attachment 3: VDOT Administered – Locally Funded Project Administration Agreement

Attachment 4: Approved Project Description Sheet for the Route 286 Widening (Route 123 to Route 29) Project

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Minnix, Chief, Transportation Design Division, FCDOT

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Erin C. Ward, Senior Assistant County Attorney



## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Route 286 Widening (Route 123 to approximately 2,000 feet north of Route 29) project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

**Standard Project Agreement for Funding and Administration**  
**between**  
**Northern Virginia Transportation Authority**  
**and**  
Fairfax County  
**(Recipient Entity)**

NVTA Project Number: Rt286 Wdng(Rt123 to ~2000' N of Rt29) 5B

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ Fairfax County \_\_\_\_\_ ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

Revised: May 14, 2015

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, Fairfax County formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed Fairfax County's application for funding and has approved Fairfax County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Fairfax County, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by Fairfax County to finance the Project;

WHEREAS, NVTA agrees that Fairfax County will design and/or construct the Project or perform such other specific work for the Project and Fairfax County agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Fairfax County's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and Fairfax County's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Fairfax County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTA funds, Fairfax County shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Fairfax County from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTa's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, Fairfax County can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of Fairfax County.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. Fairfax County understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. Fairfax County shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Fairfax County's Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Fairfax County's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Fairfax County and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Fairfax County; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Fairfax County's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Fairfax County may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Fairfax County the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in



Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Fairfax County for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all Fairfax County's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Fairfax County. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify Fairfax County in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of Fairfax County that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of \_\_\_\_\_ Fairfax County \_\_\_\_\_'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that \_\_\_\_\_ Fairfax County \_\_\_\_\_ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise \_\_\_\_\_ Fairfax County \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Fairfax County \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_ Fairfax County \_\_\_\_\_'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that \_\_\_\_\_ Fairfax County \_\_\_\_\_ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from \_\_\_\_\_ Fairfax County \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_ Fairfax County \_\_\_\_\_. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Fairfax County may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Fairfax County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Fairfax County shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTAs all funds NVTAs provided to Fairfax County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Fairfax County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTa excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all funds NVTa provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project based upon \_\_\_\_\_ Fairfax County \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all or a portion of the funds NVTa provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ Fairfax County \_\_\_\_\_ has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, \_\_\_\_\_ Fairfax County \_\_\_\_\_ will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and \_\_\_\_\_ Fairfax County \_\_\_\_\_'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to \_\_\_\_\_ Fairfax County \_\_\_\_\_'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

\_\_\_\_\_ Fairfax County \_\_\_\_\_ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that \_\_\_\_\_ Fairfax County \_\_\_\_\_ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, \_\_\_\_\_ Fairfax County \_\_\_\_\_ shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If \_\_\_\_\_ Fairfax County \_\_\_\_\_ refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from \_\_\_\_\_ Fairfax County \_\_\_\_\_ by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to \_\_\_\_\_ Fairfax County \_\_\_\_\_.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to \_\_\_\_\_ Fairfax County \_\_\_\_\_, to the attention of \_\_\_\_\_ Tom Biesiadny \_\_\_\_\_  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033-2895 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

Fairfax County represents that it is not acting as a partner or agent of NVT A; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

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

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

\_\_\_\_\_ Fairfax County \_\_\_\_\_ (Name of Recipient Entity)

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

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

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: Route 286 Widening (Ox Road (Route 123) to ~2000 feet north of Lee Highway (Route 29)) 5B

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Karyn Moreland, (703) 877-5760,  
Karyn.moreland@fairfaxcounty.gov

NVT A Program Coordinator Contact information:

<b>Project Scope</b>
<p>Route 286 Widening (123 – 29) is a previously approved NVT A FY15-FY16 project (Fairfax County Parkway Improvements), it focuses on one segment of five previously approved by NVT A. The project provides for the widening of Route 286 from Route 123 to approximately 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or improve pedestrian and bicycle amenities including a major paved trail on the east side and major paved regional trail on the west side. Conceptual design assumes that all existing lanes will be salvaged and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside to accommodate the future HOV lanes. Intersection improvements and access management will be considered in the design.</p>

<b>Detailed Scope of Services</b>
<p><b>Only Complete if Different from the Approved NVT A Project Description Sheet</b></p>



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 286 Widening (Route 123 to ~2000 north feet of Route 29)  
 Recipient Entity: Fairfax County  
 Project Contact Information: Karyn Moreland, (703) 877-5760, karyn.moreland@fairfaxcounty.gov

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work/Engineering/Environmental Work	\$ 8,430,000	\$ 8,430,000	\$ -		\$ -	\$ -
Right-of-Way Acquisition	\$ 11,900,000	\$ 1,570,000	\$ -	NVTA/70%	\$ 10,330,000	\$ -
Construction/Contract Administration/Testing Services/Inspection Services	\$ 62,100,656	\$ -	\$ -	NVTA/70% and/or HB2	\$ 62,100,656	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total Estimated Cost</b>	<b>\$ 82,430,656</b>	<b>\$ 10,000,000</b>	<b>\$ -</b>		<b>\$ 72,430,656</b>	<b>\$ -</b>

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental Work			\$ 4,000,000		\$ 4,430,000					
Right-of-Way Acquisition					\$ 1,570,000					
Construction/Contract Administration/Testing Services/Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 6,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July					\$ 2,000,000		\$ -			
August										
September										
October					\$ 2,000,000					
November										
December										
January			\$ 2,000,000		\$ 2,000,000					
February										
March										
April			\$ 2,000,000							
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 6,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature \_\_\_\_\_  
 FCDOT Director \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Tom Biesiadny \_\_\_\_\_  
 Print name of person signing

Northern Virginia Transportation Authority

Signature \_\_\_\_\_  
 NVTA Executive Director \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Print name of person signing

**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY  
PROJECT NUMBER 0286-029-259 UPC 107937

THIS AGREEMENT, made and executed in triplicate on this the \_\_\_\_ day  
of \_\_\_\_\_, 2015, between the COMMONWEALTH OF  
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred  
to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter  
referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer  
the work as described in Appendix B, and such work for each improvement shown is hereinafter  
referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to  
finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this  
project in accordance with the scope of work described in Appendix B, and the DEPARTMENT  
has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the  
project identified in this Agreement and its associated Appendices A and B in accordance with  
applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto,  
authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT  
and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and  
agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such  
diligently, and all work shall be completed in accordance with the  
schedule established by both parties.
2. Perform or have performed, and remit all payments for, all  
preliminary engineering, right-of-way acquisition, construction,  
contract administration, and inspection services activities for the  
project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost upon request and at the end of the project
4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
6. Make the Project available for review during its design, right of way, and/or construction phases by the COUNTY personnel upon request.
7. Maintain accurate documentation and records of all project costs incurred and paid for all phases of the Project and make said documentation and records available for review by the COUNTY upon request.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
3. In the event that the project involves construction or modification of a facility that is or will be in the State Highway System, upon completion of the Project, provide a final accounting of all capitalizable Project costs, irrespective of funding source, by the first day of August following the end of the fiscal year in which the Project was completed. As the Project asset is owned by the Commonwealth, in accord with Government Accounting Standards Board Statement 34, the Project will be included in the Commonwealth's Comprehensive Annual Financial Report.

- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or

personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.
- J. The Parties mutually agree that should any Northern Virginia Transportation Authority (NVTA) funding be utilized to pay for all or any portion of the Project being administered by the DEPARTMENT, the provisions/terms in Appendix C shall apply and are incorporated herein by reference as if set forth in full in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____	_____
	Date
Tom Biesiadny	_____
	Date
Signature of Witness	_____
	Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

Chief of Policy	_____
Commonwealth of Virginia	Date
Department of Transportation	
Signature of Witness	_____
	Date

## VDOT Administered Locally Funded Appendix A

Date: 8/18/2015

Project Number: 0286-029-259

UPC: 107937 CFDA# NA

Locality: Fairfax County

Project Location ZIP+4: 22030-5834

Locality Address (incl ZIP+4): 4050 Legato Road,  
Suite 400, Fairfax, VA 22033-2867

## Project Narrative

Scope: Widen Route 286 from 4 to 6 lanes and add bike and pedestrian facilities.

From: Ox Road (Route 123)

To: Approximately 2,000 Feet North of Lee Highway (Route 29)

Locality Project Manager Contact info: Karyn Moreland 703-877-5760 Email: karyn.moreland@fairfaxcounty.gov

Department Project Coordinator Contact Info: Stephen Bates 703-259-2949 Email: Stephen.Bates@vdot.virginia.gov

## Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$8,430,000
Right of Way & Utilities	\$11,900,000
Construction	\$62,100,656
Total Estimated Cost	\$82,430,656
Estimate for Current Billing	

## Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$8,430,000	Local Funds - NVTA	100.00%	\$8,430,000
				\$0
Total PE	\$8,430,000			\$8,430,000
Right of Way & Utilities	\$1,570,000	Local Funds - NVTA	100.00%	\$1,570,000
Total RW	\$1,570,000			\$1,570,000
Construction				
Total CN				
Total Estimated Cost	\$10,000,000			\$10,000,000

Total Maximum Reimbursement / Payment by Locality to VDOT

\$10,000,000

## Project Financing

Local Funds -NVTA				Aggregate Allocations (A+B+C+D+E)
\$10,000,000				\$10,000,000

## Payment Schedule

FY 2016	FY 2017		
\$4,000,000	\$6,000,000		

## Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$10,000,000 (if applicable)
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- VDOT has billed zero (\$0.00) (dollar amount) the locality for this project as of 1/5/2016 (date)
- VDOT has received zero (\$0.00) (dollar amount) from the locality for this project as of 1/5/2016 (date)
- NVTA to distribute 5 quarterly payments of \$2,000,000 per quarter over 12 months with the payment due on the first day of 1/5/2016 (date) each quarter beginning on

Authorized Locality Official and date

Authorized VDOT Official Recommendation and Date

Typed or printed name of person signing

Terry Yates  
Typed or printed name of person signing

**Appendix B**

**Project Number:** 0286-029-259    **(UPC 107937)**    **Locality:** Fairfax County

<b>Project Scope</b>	
<b>Work Description:</b>	<b>Route 286 (Fairfax County Parkway) Widen from 4 to 6 lanes</b>
<b>From:</b>	<b>Ox Road (Route 123)</b>
<b>To:</b>	<b>Approximately 2,000 Feet North of Lee Highway (Route 29)</b>
Locality Project Manager Contact Info: Karyn Moreland; Email: Karyn.Moreland@fairfax county.gov; Phone 703 877-5760 Department Project Coordinator Contact Info: Steve Bates; Email: Stephen.Bates@VDOT.Virginia.gov; Phone: 703 259-2949	

<b>Detailed Scope of Services</b>
<p>VDOT to administer the Preliminary Engineering for widening approximately 5.6 miles of Route 286 from four to six lanes, including full bicycle and pedestrian accommodations, between Route 123 and north of Route 29.</p>

This attachment is certified and made an official attachment to this document by the parties of this agreement

\_\_\_\_\_  
Authorized Locality Official and date

\_\_\_\_\_  
Typed or printed name of person signing

\_\_\_\_\_  
Residency Administrator/PE Manager/District Construction Engineer  
Recommendation and date

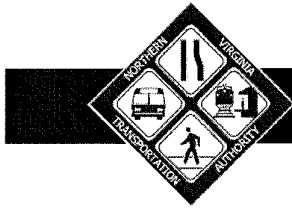
\_\_\_\_\_  
Typed or printed name of person signing

## Appendix C

- All Northern Virginia Transportation Authority ("NVTA") revenues shall be used solely for the transportation purposes referenced in the Memorandum of Agreement (MOA) between VDOT, VDRPT and NVTA, and in accordance with Virginia Code Section 33.2-2509-2510, and for the PROJECT as approved by NVTA.
- On a quarterly basis, the DEPARTMENT will provide a summary of PROJECT expenditures to the COUNTY for charges of actual DEPARTMENT costs consistent with Appendix A and the most recently approved NVTA cash flow estimates, containing detailed summaries of actual PROJECT costs incurred with supporting documentation as mutually agreed upon between VDOT and the COUNTY and containing certifications that all such costs were incurred in the performance of work for the PROJECT as authorized by this Agreement.
- Should the DEPARTMENT be requested and agree to provide additional funds in order to proceed or complete the funding necessary for the PROJECT, the DEPARTMENT shall certify to the COUNTY that such additional funds have been either authorized and/or appropriated by the Commonwealth Transportation Board (CTB) or the Virginia General Assembly as may be applicable or have been obtained through another independent source. Nothing in this provision shall be interpreted or construed to require VDOT to provide additional funding for the PROJECT and any agreement by VDOT to provide additional funding shall be contained in a modified Appendix or an addendum to this Agreement, executed by both VDOT and LOCALITY.
- Should the NVTA funding be discontinued or insufficient to cover the costs of the PROJECT or portions thereof to be funded with NVTA funds, the provisions of sections B(2) , G and H of this Agreement shall apply.
- The DEPARTMENT shall reimburse the COUNTY for all NVTA Project Funding that the DEPARTMENT misapplies or uses in violation of the NVTA Act, Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement, plus, to the extent permitted by law, interest at the rate earned by NVTA (the "NVTA Rate") .
- The DEPARTMENT shall name the COUNTY, NVTA, and to the extent applicable NVTA's Bond Trustee and/or require that all DEPARTMENT's contractors name the COUNTY, NVTA and NVTA's Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of the DEPARTMENT for the PROJECT and present to NVTA and the COUNTY satisfactory evidence thereof before any NVTA Project Funding is used by the DEPARTMENT for the PROJECT.
- The DEPARTMENT shall give notice to the COUNTY that the DEPARTMENT may use NVTA funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
- Under no circumstances will the COUNTY or NVTA be considered responsible or obligated to operate and/or maintain the PROJECT after its completion.



- The DEPARTMENT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the PROJECT, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
- The COUNTY shall provide coordination as between NVTA and the DEPARTMENT for the PROJECT, as may be necessary and/or as may be agreed to by the PARTIES.
- Funding by NVTA shall be subject to annual appropriation or other lawful appropriation by the NVTA, and Virginia General Assembly, respectively. Should the DEPARTMENT agree to provide any funding for the PROJECT or any portion thereof, said funding shall be subject to appropriation by the General Assembly and allocation by the CTB.
- In the event of disputes arising under this Agreement, the PARTIES agree to attempt to first resolve any such dispute by engaging in an informal dispute resolution process. Each party shall designate an authorized representative to conduct informal dispute resolution discussions on its behalf. Any resolutions and/or settlements of pending disputes reached via the informal dispute resolution method shall be presented to the County's Board of Supervisors and the Commissioner of Highways for ratification in order to be considered in full force and effect; and this Agreement shall be amended to reflect the substance of any such resolution. Nothing herein, however, shall limit or abrogate the right of either party to pursue whatever legal remedies that may be available to it in a court of competent jurisdiction.
- The DEPARTMENT shall maintain complete and accurate financial records relative to the PROJECT and all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the PROJECT for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws and provide copies of any such financial records to the COUNTY, free of charge, upon request.
- The DEPARTMENT shall provide a certification to the COUNTY and NVTA no later than 90 days after final payment to the contractors that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

## **FY 2015-16 PROJECT DESCRIPTION FORM (5B)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** Fairfax County Parkway Improvements 5B

**Project Type (check one):**

Roadway ( X ) Transit ( )

**VA State Route Number (if applicable) and NVTa Corridor Number (1-8):** Corridor 5 - VA Route 286

- 1. Project Description:** A Study of short and long-term corridor improvements, Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI), and/or Preliminary Engineering. Participation with the Virginia Department of Transportation (VDOT) needed. The limits of study/design include:

- Widening (Lee Chapel to Rolling Rd) - 4 to 6 Lanes, in TransAction 2040;
- Widen (VA 123 to Lee Chapel) - 4 to 6 Lanes; in TransAction 2040;
- Widen (US 29 to VA 123) - 4 to 6 Lanes; in CLRP;
- Widen (Dulles Toll Road to West Ox Road) - 4 to 6 Lanes; in CLRP, and
- Widen (West Ox Rd to Rugby Rd) - 4 to 6 Lanes; in CLRP

The study is expected to identify approaches to provide improved multimodal facility by developing:

- Multimodal vision (suitable for Comprehensive Plan Amendment consideration)
- Short-term phased and prioritized improvements
- Long-term phased and prioritized improvements
- Conceptual drawings of recommended improvements
- Assessment of right-of-way impacts (if any)
- Capital and operational cost estimates

- 2. Requested NVTa Funds:** \$10,000,000 for study, EA/FONSI, and Preliminary Engineering (PE).
- 3. Phase(s) of Project Covered by Requested NVTa Funds:** Study, EA/FONSI, and PE
- 4. Total Cost to Complete Project:** \$396,100,000
- 5. Project Milestone -Study Phase:** Start of Study - May 2014
- 6. Project Milestone -Preliminary Engineering (30% Design):** Start of PE -TBD
- 7. Project Milestones -Final Design:** Start of Final Design – TBD



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**  
Yes ( X ) - segments      No (   )
12. **Project in 2010 CLRP:** Yes, segments; CLRP ID #2106
13. **Project Leverages other Funding:** (please state amount)
  - Local ( X )
  - State ( X )
  - Federal (   )
  - Other:

NVTA funds will supplement over \$2M in local and state funding currently allocated to the project to advance study, EA/FONSI, and Preliminary Engineering.



## Stated Benefits

- **What Regional benefit(s) does this project offer?**

The study will identify deficiencies such as the need for additional lanes, possible HOV lanes, possible interchanges to replace failing signalized intersections, and possible increased turning lanes as needed. Short and long term projects will improve safety and reduce congestion on a heavily traveled regional corridor, which provides short and long distance travel within Fairfax County and also provides connections to other major routes including I-66, I-95, the Dulles Toll Road, and Route 7. The project will also improve multi-modal travel by adding or improving pedestrian/bicycle facilities.

- **How does the project reduce congestion?**

Current ADT ranges from 40,000 to 73,000, for a level of service of approx. D to F. There are traffic signals along the facility, so some segments operate at failing LOS during peak periods.

The study and subsequent environmental assessment and Preliminary Engineering will:

- Assess current traffic operations and person trip mobility
- Identify possible short-term, low-cost mitigation measures to address current problem locations
- Identify deficiencies and develop a range of cost-effective potential long-term solutions including those that provide significant congestion relief, such as:
  - Transportation system management, including an assessment of: managed lanes (including HOV lanes and analysis of HOV lanes as either inside or outside lanes of the Parkway); advanced traffic management; and congestion pricing/tolling, including HOT lanes
  - Interchanges where justified
  - Enhanced public transportation measures (express bus, BRT or other recommendations identified from Fairfax County's Countywide Transit Network Study)
  - A combination of measures.

The study and subsequent project(s) will identify and implement intersection, interchange, capacity, and safety improvements. Additional lanes or improved intersections will also improve transit operations in the corridor as well. Constructing missing links in the pedestrian/bicycle network will help to reduce motorized vehicle congestion as well.

- **How does project increase capacity? (Mass Transit Projects only )**

N/A

- **How does project improve auto and pedestrian safety?**

By adding capacity and reducing congestion, the project reduces the occurrence of vehicular conflicts. By improving intersections, eliminating signals, and providing interchanges, vehicle conflicts are reduced. Missing links and improvements to existing shared-use paths are included in the project scope, which will help improve pedestrian safety.

- **List internet links below to any additional information in support of this project:**

This project is included in the Fairfax County Comprehensive Transportation Plan:

<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/>



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*



ACTION - 13

Approval of the Acquisition of a Five-Acre Parcel in Reston Town Center North from the Fairfax County Park Authority (Hunter Mill District)

ISSUE:

Board approval for the acquisition of the five-acre Reston Towne Green property, Tax Map Number 17-1 ((1)), parcel 14D, from the Fairfax County Park Authority (Park Authority), pursuant to the terms of the proposed contract (Attachment 1) and in furtherance of the potential redevelopment of the Reston Town Center North area.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the acquisition of the Reston Towne Green property from the Fairfax County Park Authority, pursuant to the terms of the proposed contract.

TIMING:

Board action is requested on September 22, 2015. There is a public hearing scheduled for 4:00 p.m. on September 22, 2015, regarding an Interim Real Estate Exchange Agreement between the Board and Inova Health Care Services (Inova) regarding the potential redevelopment of the Reston Town Center North area, of which the subject property is a part.

BACKGROUND:

The Reston Towne Green Property (Attachment 2) is a five-acre undeveloped park located just north of Reston Town Center and is part of the Master Plan study area for Transit Station Areas served by the future Phase 2 extension of Silver Line rail service. The master planning effort, which included significant community input and participation, led to the adoption of a Comprehensive Plan Amendment (CPA) by the Board on February 11, 2014. The CPA established the "Town Center North Mixed Use Area", or the "TCN-MUA", which includes the attached concept plan that depicts a grid of streets, a central green, and the land bays for future development that result therefrom (Attachment 3). This outcome will require a coordinated site planning process as well

Board Agenda Item  
September 22, 2015

as the swapping of land, the reconfiguration of parcel boundaries, and ultimately the demolition of some existing structures.

The Board, the Park Authority, the Fairfax County Redevelopment and Housing Authority (FCRHA), and Inova own irregularly shaped parcels that make up the TCN-MUA, which are depicted within the Map of Property Ownership (Attachment 4). The County and Inova seek to resubdivide the existing parcels, except what is owned by FCRHA, into the grid of streets and developable blocks set forth in the CPA concept plan. To simplify negotiations with Inova, the Park Authority is willing to convey the Reston Towne Green property to the Board for incorporation into the potential redevelopment of the TCN-MUA, pursuant to the terms of the proposed contract. In exchange, if such redevelopment occurs, the Board would convey rights to approximately 90,000 square feet of density within one of the new urban blocks for a new Park Authority facility and would ensure that an approximately 2.6-acre central green, as depicted in Attachment 3, remains a publicly accessible feature of the redevelopment. On April 8, 2015, the Fairfax County Park Authority Board approved the conveyance of Reston Towne Green Property to the Fairfax County Board of Supervisors.

There is a public hearing scheduled at 4:00 PM on September 22, 2015, on the separate proposed agreement the Interim Real Estate Exchange Agreement between the Board and Inova with respect to the larger proposed redevelopment of Reston Town Center North.

FISCAL IMPACT:

The Board would not pay any cash as consideration for the Reston Towne Green property under the proposed contract. Rather, the primary consideration would be the conveyance by the Board back to the Park Authority of development rights to approximately 90,000 square feet of density within Reston Town Center North if the redevelopment can be effectuated. If such redevelopment cannot be effectuated, for example, if the necessary land use approvals cannot be obtained, then the proposed contract would require the Board to reconvey the Reston Towne Green property back to the Park Authority for no consideration. If the necessary land use approvals are obtained but the Board declines to convey any development rights to the Park Authority, the proposed contract provides the Park Authority the option, at that time, of deeming the conveyance of the Reston Towne Green property to the County as a conveyance

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subject to the Land Bank Agreement and deducting the tax-assessed value of the property from the Land Bank.

ENCLOSED DOCUMENTS:

Attachment 1: Contract of Sale  
Attachment 2: Reston Towne Green Property  
Attachment 3: Depiction of the Grid of Streets  
Attachment 4: Map of Property Ownership

STAFF:

Robert A. Stalzer, Deputy County Executive  
David J. Molchany, Deputy County Executive  
Kirk Kincannon, Director, Fairfax County Park Authority  
Ryan Wolf, Assistant County Attorney, County Attorney's Office  
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)  
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities



**SUBJECT:** Reston Town Center North  
Acquisition of 5-Acre FCPA Property  
Project 2G25-079-000, Fund 300-C30070

**Attachment 1**

**CONTRACT OF SALE**

**THIS CONTRACT OF SALE** (“Contract”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”), by and between the **FAIRFAX COUNTY PARK AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Park Authority”), and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (the “County”).

**RECITALS**

WHEREAS, the Park Authority is the fee simple owner of real property located in Fairfax County, Virginia, containing approximately 217,800 square feet, identified on Fairfax County Tax Map 017-1, Double Circle 1, as Parcel 14D, and further shown highlighted in blue on the Fairfax County Tax Map attached hereto as Exhibit A and made a part hereof (the “Property”); and

WHEREAS, the Property is currently used as undeveloped parkland; and

WHEREAS, both the County and Inova Health Care Services (“Inova”) each own certain properties adjacent and/or otherwise close to the Property (the “Current County Properties” and the “Current Inova Properties”); and

WHEREAS, on February 11, 2014, the Board of Supervisors of Fairfax County, Virginia, acting in its governmental capacity, adopted an amendment to the Fairfax County Comprehensive Plan which, among other things, sets forth recommendations for the coordinated redevelopment of the Property together with the Current County Properties and the Current Inova Properties (collectively, the “Town Center North Area”), including a concept plan, a copy of which is attached hereto as Exhibit B, that depicts, among other things, a grid of streets, a central green, and land bays for future development (the “Concept Plan”); and

WHEREAS, the Park Authority desires to convey the Property to the County, and the County desires to accept such conveyance, in order to help effectuate the redevelopment envisioned by said Comprehensive Plan amendment; and

WHEREAS, the County, if such redevelopment can be achieved, intends to provide rights to certain density on one of the newly-created land bays to the Park Authority or its designee for park uses, as further set forth herein; and

WHEREAS, the Park Authority has determined that such new parcel would better serve the needs of the citizens concerned, that the County can more appropriately administer the Property by acting as the main point of contact in redevelopment efforts with Inova, and that such disposal of the Property would serve to further the mission of the Park Authority;

**NOW THEREFORE**, in consideration of the mutual covenants of the Park Authority and the County and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by both parties, the Park Authority and the County hereby agree as follows:

**1. SALE OF PROPERTY.**

Subject to the terms and conditions of this Contract, the Park Authority shall sell and convey the Property to the County, together with all improvements thereon and all rights, privileges, easements, benefits, and agreements appurtenant thereto.

**2. CONSIDERATION.**

(a) As consideration for the Park Authority's conveyance of the Property to the County, the County (i) shall use good faith efforts to pursue the redevelopment of the Town Center North Area as generally envisioned by the aforementioned Comprehensive Plan amendment, (ii) shall ensure that the central green, as generally depicted on the Concept Plan, is restricted to publicly accessible open space and/or park uses (except for incidental commercial activities as mutually and reasonably agreed upon) and is not to be maintained by the Park Authority, and (iii) shall – if its redevelopment efforts are successful, meaning that new land bays as generally depicted on the Concept Plan have been created through a subdivision, lot line adjustment, or other similar process – convey rights to approximately 90,000 gross square feet of density (or such other amount as the County and the Park Authority may subsequently agree to in writing) to be located on one of the new land bays to the Park Authority or its designee for use as an indoor recreational facility.

(b) Regarding subsection (a)(iii), the parties each acknowledge and agree (i) that the County shall convey such rights to a new land bay to the Park Authority for no additional consideration, (ii) that the County shall not be liable pursuant to this Contract for any design, construction, or other costs of the indoor recreational facility, and (iii) that, following the execution of a final agreement with Inova, the County and the Park Authority shall meet regularly to discuss which of the resulting land bays

shall be the one in which rights are to be conveyed to the Park Authority or its designee, as well as the timing and mechanics of such conveyance. The County and the Park Authority agree that no Inova-owned land bay will be the site for density conveyed to the Park Authority hereunder.

(c) The parties acknowledge and agree that the above consideration constitutes “substantial consideration” and therefore that that certain Agreement between the parties dated November 14, 2007 (as amended to date, the “Land Bank Agreement”) shall not apply to this transaction, except as expressly set forth in Section 11(b) below.

### **3. INSPECTIONS AND INVESTIGATIONS.**

From and after the Effective Date, the County shall have the right, at its own risk, cost and expense, to examine title to the Property and to enter, or cause its agents, representatives, contractors or other designees, to enter upon the Property during normal business hours for the purpose of making any surveys, tests, investigations or inspections relating to the Property which the County deems desirable, including without limitation environmental investigations. If the County, for any reason whatsoever, is not satisfied with title to or the condition of the Property, the County shall have the right to terminate the Contract upon written notice to the Park Authority by no later than forty-five (45) days after the Effective Date, in which event, this Contract shall terminate and the parties shall have no further obligations or liabilities with respect to the Contract.

### **4. SETTLEMENT.**

Settlement (“Settlement”) shall take place at the offices of the County, 12000 Government Center Parkway, Fairfax, Virginia 22035, on the date selected by the County, upon at least five (5) business days advance notice to the Park Authority (“Settlement Date”), but no later than July 1, 2015, unless otherwise mutually agreed by the Park Authority and the County.

### **5. PROPERTY CONDITION.**

(a) **Title.** The Park Authority shall convey title to the Property at the time of Settlement to the County by Deed in the form attached as Exhibit C hereto. The Park Authority shall neither take any action nor permit any action to be taken which could adversely affect the state of title as of the Effective Date.

(b) **Extent of Conveyance.** The Park Authority shall deliver or cause to be delivered to the County at

Settlement the Property substantially in the condition as of the Effective Date.

**6. CONDITION PRECEDENT.**

The obligation of the County to proceed with Settlement is contingent upon the condition of the Property and title thereto being as required by the terms of this Contract.

**7. RISK OF LOSS.**

If, prior to Settlement, the Property or a material part thereof is materially destroyed or damaged by fire or other casualty or occurrence, unless caused by the County, the County shall have the option (i) to proceed to Settlement, or (ii) to terminate this Contract in which event the Park Authority and the County shall have no further liability hereunder.

**8. CONDEMNATION.**

If, prior to Settlement, any material portion of the Property is condemned or taken under the power of eminent domain (or is the subject of a pending taking that has not yet been consummated), then either party shall have the right to terminate this Contract by giving written notice thereof to the other party, in which event the Park Authority and the County shall have no further liability hereunder.

**9. SETTLEMENT OBLIGATIONS.**

(a) **Park Authority's Obligations at Settlement.** At Settlement, the Park Authority shall (i) execute, acknowledge and deliver to County, or County's designee, (i) a quitclaim deed ("Deed") in the form attached as Exhibit C hereto, conveying fee simple title in the Property, and (ii) execute and deliver any other instruments or documents as may be reasonably necessary to fully consummate the transactions contemplated herein.

(b) **County's Obligation at Settlement.** At Settlement, the County shall (i) execute an acceptance of the Deed, (ii) execute and deliver any any other instruments or documents as may be reasonably necessary to fully consummate the transactions contemplated herein, and (iii) pay for any recordation or other similar charges (to the extent required by applicable law) arising out of the Settlement.

**10. POST-SETTLEMENT RETURN OF PROPERTY.**

If, following Settlement but prior to any resubdivision or adjustment to parcel boundary lines, the County reasonably determines that the redevelopment of the Town Center North Area, as generally envisioned by the Concept Plan, cannot be effectuated, the County shall convey the

Property back to the Park Authority, and the parties hereto shall use good faith efforts to facilitate such reconveyance.

**11. SURVIVAL, DEFAULTS, AND REMEDIES.**

(a) It is the parties' intent, and the parties hereby agree that the terms of this Contract shall survive Settlement, including without limitation Section 2 hereof.

(b) If the County defaults under this Contract on its obligation to proceed to Settlement and the County is willing and able to proceed, and such default shall continue for a period of fifteen (15) days after notice thereof from County, then County shall be entitled to terminate this Contract and the Park Authority and the County shall thereafter have no further liability hereunder. If the County defaults under this Contract on its obligations under Section 2(a)(iii) hereof, then the Park Authority may elect to deem its conveyance of the Property to the County as a conveyance subject to the Land Bank Agreement and the value of the Property shall then be deducted from the Land Bank. If the County defaults under this Contract on its obligations under Section 10 hereof, then the Park Authority shall be entitled to (i) terminate this Contract and the Park Authority and the County shall thereafter have no further liability hereunder, or (ii) in the alternative, pursue a suit for specific performance.

(b) If the Park Authority defaults under this Contract and such failure shall continue for a period of five (5) business days after notice from the County, then the County shall be entitled to (i) terminate this Contract and the Park Authority and the County shall thereafter have no further liability hereunder, or (ii) in the alternative, pursue a suit for specific performance.

**12. NOTICES.**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when received if delivered by reputable courier service, received by facsimile or if sent by certified mail, return receipt requested and postage prepaid, to a party at its address set forth below or at such other address as such party may specify by at least five (5) days advance written notice to the other party:

If to Park Authority:

Fairfax County Park Authority  
12055 Government Center Parkway  
Suite 927

Fairfax, Virginia 22035-1118  
Attention: Kirk Kincannon

If to County:

Fairfax County Department of Public Works & Environmental Services  
12000 Government Center Parkway, Suite 449  
Fairfax, Virginia 22035  
Attention: Carey Needham

**13. ADDITIONAL PROVISIONS.**

(a) **Entire Agreement and Interpretation.** This Contract contains the entire agreement between the parties hereto. There are no promises or other agreements, oral or written express or implied, between them other than as herein set forth. This Contract may not be amended or modified except by written instrument signed by the party to be charged with such amendment or modification. The section headings in this Contract are inserted for convenience only and in no manner expand, limit or otherwise define the terms hereof.

(b) **Partial Invalidity.** If any term, covenant or condition of this Contract shall be invalid or unenforceable, the remainder of this Contract shall not be affected.

(c) **Governing Law.** It is the intention of the parties that all questions with respect to this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia.

(d) **Time of the Essence.** Time is of the essence with respect to this Contract.

(e) **Assignment.** This Contract may not be assigned, in whole or in part, by either the Park Authority or the County, without the prior written consent of both parties hereto.

(f) **Exhibits.** Each of the exhibits attached to this Contract are incorporated herein by reference.

(g) **Counterparts.** This contract may be executed in any number of identical counterparts, but all counterparts hereof taken together shall constitute a single instrument.

(h) **Holidays.** If the date for performance hereunder shall fall on a Saturday, Sunday or legal holiday, of Fairfax County, Virginia, the date for performance shall be extended until the next business day thereafter.

[Remainder of page intentionally left blank; signatures appear on the following page.]

**IN WITNESS WHEREOF**, the parties hereto have signed, sealed and delivered these presents as their own free act and deed.

**PARK AUTHORITY:**

**FAIRFAX COUNTY PARK AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

**COUNTY:**

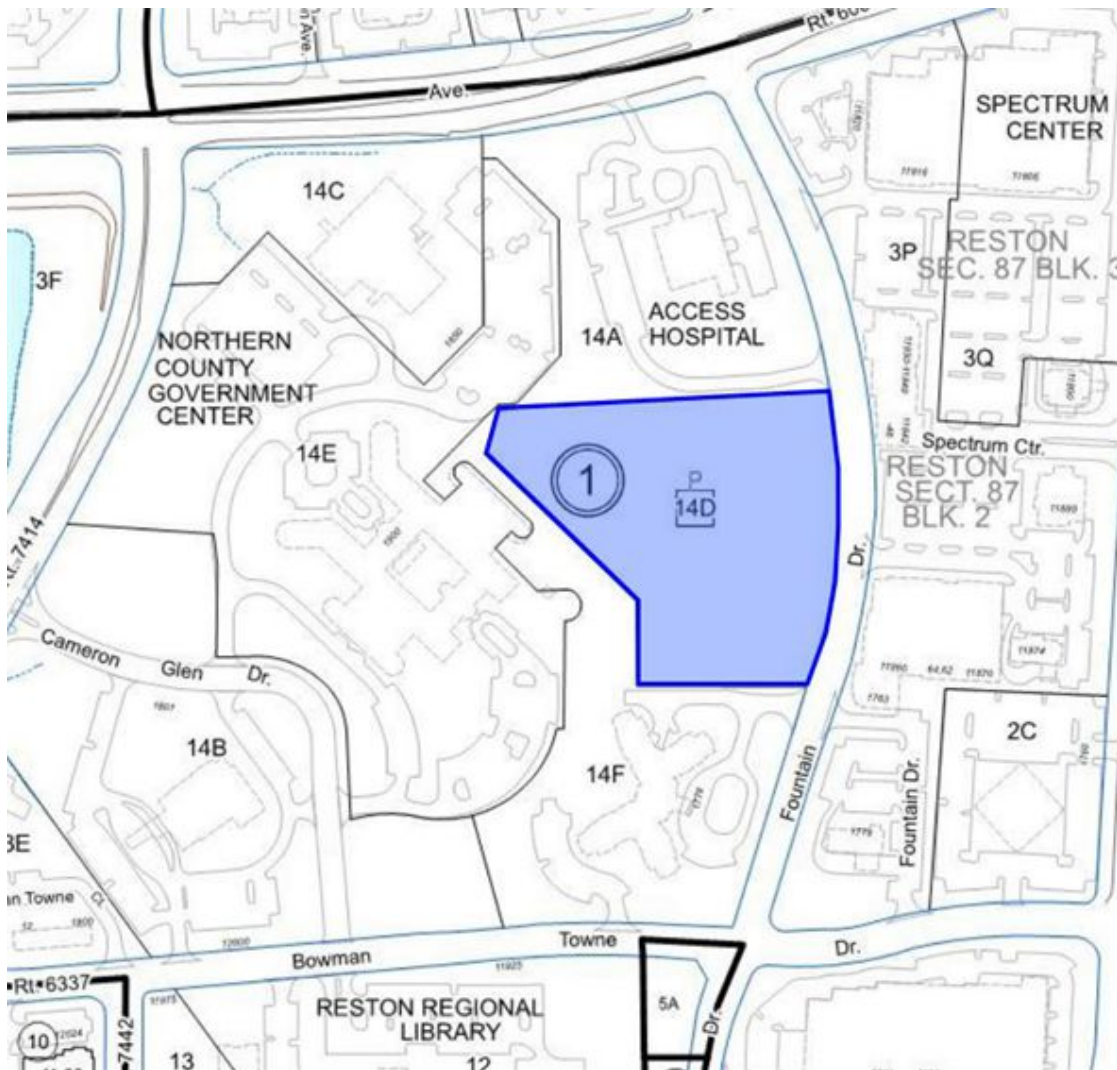
**BOARD OF SUPERVISORS OF FAIRFAX COUNTY,  
VIRGINIA**

By: \_\_\_\_\_  
Name:  
Title:

## **EXHIBIT A**

### **Property Description**

217,800 square feet, more or less, shown on Fairfax County Tax Map Section 17-1 ((1)), parcel 14D, being the same as that property acquired by Grantor by Quitclaim Deed dated July 10, 1998 and recorded in Deed Book 10477 at Page 1227 among the land records of Fairfax County, Virginia.





**EXHIBIT B**

**Concept Plan**



**EXHIBIT C**

Fairfax County Tax Map #: 17-1 ((1)), parcel 14D

Prepared by:  
Ryan Wolf, Assistant County Attorney, VSB # 79503  
Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

After recording return to:  
Box [   ]

Exempt from tax under Virginia Code Section 58.1-802 pursuant to Virginia Code Section 58.1-811(c)(4).  
Exempt from tax under Virginia Code Section 58.1-801 pursuant to Virginia Code Section 58.1-811(a)(3).

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **FAIRFAX COUNTY PARK AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Grantor”) and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Grantee”).

**WITNESSETH** that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Grantor, Grantor hereby does quitclaim and convey unto Grantee in fee simple all of that land identified as containing approximately 217,800 square feet as further shown on Exhibit A attached hereto and incorporated herein (the “Property”), together with all appurtenances, rights, privileges, easements, benefits and agreements appurtenant thereto.

This conveyance is made subject to all easements, covenants, rights-of-way, and restrictions of record.

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be executed as of the date first hereinabove written pursuant to a resolution duly adopted by the Grantor authorizing the conveyance of the Property following a public hearing and in accordance with Virginia Code § 15.2-5707. Grantee has further caused this Quitclaim Deed to be executed as of the date first hereinabove written pursuant to a resolution duly adopted by Grantee authorizing acquisition of the Property following a public hearing and in accordance with Virginia Code §§ 15.2-1800 and 15.2-1802.

**GRANTOR:**

**FAIRFAX COUNTY PARK AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA :  
:  
COUNTY OF FAIRFAX : to-wit

The foregoing Quitclaim Deed was acknowledged before me this \_\_\_\_ day \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of the **Fairfax County Park Authority**, the Grantor hereunder.

My commission expires:

\_\_\_\_\_  
Notary Public

Edward L. Long Jr.  
Redevelopment of Fairfax County and Inova Properties  
Page 5 of 12

SEEN AND ACCEPTED:

**GRANTEE:**

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY,  
VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA :  
:  
COUNTY OF FAIRFAX : to-wit

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, the \_\_\_\_\_ of the **Board of Supervisors of Fairfax  
County, Virginia**, the Grantee hereunder.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**SUBJECT:** Reston Town Center North  
Acquisition of 5-Acre FCPA Property  
Project 2G25-079-000, Fund 300-C30070

**Attachment 2**





**SUBJECT:** Reston Town Center North  
Acquisition of 5-Acre FCPA Property  
Project 2G25-079-000, Fund 300-C30070

**Attachment 3**



## Attachment 4



ACTION – 14

Approval of Standard Project Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation for Rolling Road Widening (Old Keene Mill Road to Franconia Springfield Parkway) (Springfield District)

ISSUE:

Board of Supervisors' authorization for the Director of the Fairfax County Department of Transportation to sign standard project agreements with the Northern Virginia Transportation Authority (NVTA), substantially in the form of Attachment 2, and with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 3, to implement the widening of Rolling Road from Old Keene Mill Road to the Franconia Springfield Parkway.

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment 1) authorizing the Director of the Fairfax County Department of Transportation to execute standard project agreements, in substantial form, with NVTA (Attachment 2) for \$5 million in funding to support the Rolling Road Widening project and with VDOT (Attachment 3) for \$20 million to implement the same.

TIMING:

The Board of Supervisors should act on this item on September 22, 2015, so that NVTA can begin to release funding for the implementation of the Rolling Road Widening project to VDOT.

BACKGROUND:

On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included \$27.7 million for the Rolling Road widening project. That same day, the Board of Supervisors also approved staff's recommended project submissions for NVTA consideration for FY 2015-2016 funding. On April 23, 2015, the NVTA approved its FY 2015-2016 Two-Year program, which included approximately \$346 million for 37 projects across Northern Virginia.

NVTA's Two-Year program also included \$5 million for the Rolling Road Widening project, which will support final design along 1.4 miles of roadway. Ultimately, this project will provide additional capacity with the construction of a four lane facility on a highly congested north-south corridor that facilitates travel within and between major arterials in Fairfax County – including Franconia Springfield Parkway, Old Keene Mill



Road and Fairfax County Parkway. The roadway also serves major employment hubs like the Fort Belvoir North area and Fort Belvoir Main Post. The current Average Daily Traffic count of 21,000 vehicles puts this facility at Level of Service (LOS) F, which is very congested for secondary roadway conditions. The project will add signals, a raised median and turn lanes for vehicles to reduce the occurrence of vehicular conflicts and provide safe passage for pedestrians. Expanding to four lanes would improve the facility from LOS F to LOS B. This project includes both pedestrian and bicycle facilities with a shared-use path on the west side and sidewalk on the east side of Rolling Road. The description sheet for this approved project is included as Attachment 4.

HB 2313 (2013) directs the NVTa to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by NVTa that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity.

To facilitate the implementation of the regionally funded projects, NVTa and jurisdictional staff developed a Standard Project Agreement (SPA) to establish the terms and conditions associated with the funding the Authority approves for these regional projects. The SPA is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTa. County staff was extensively involved in drafting this SPA, and in tailoring it for the Rolling Road Widening project.

The major provisions of the SPA provide that the County will:

- Perform work in accordance with all applicable federal, state, and local laws and regulations, the SPA and the Project Description Sheet;
- Perform or have performed all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisition as required by the SPA and necessary to complete the project;
- Update project cash flow requirements periodically;
- Provide requests for payment consistent with the approved cash flow for a project on standard requisition forms;
- Notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances. NVTa will decide whether to fund these additional costs, but only in accordance with NVTa's project selection process;
- Release or return any unexpended funds to NVTa no later than 90 days following final payment to contractors;
- Certify that any matching funds required for the project have been secured;
- Reimburse NVTa (with interest) for any funds misapplied or not used in accordance with the statutes governing NVTa's revenues;

Board Agenda Item  
September 22, 2015

- Acknowledge that NVTA will not be responsible for operating or maintaining the project upon completion;
- Obtain all necessary permits or permissions necessary for constructing and/or operating the project;
- Comply with all applicable federal and state funding requirements, if such other sources are used to fund the project;

The SPA provides that NVTA will:

- Provide funding for the project on a reimbursement basis, as outlined in the project agreement, project budget and cash flow as originally or subsequently approved;
- Assign a project coordinator to monitor the project to ensure compliance with the agreement and review payment requisitions;
- Make project payments within 20 days, if the payment requisition is sufficient;
- Notify the County of reasons a payment requisition is declined;
- Consider additional payment requests recommended by the Executive Director and the Finance Committee;
- Conduct periodic reviews of the project to ensure that it remains in compliance with the agreed-upon project scope;
- Advise the County in writing of any misused or misapplied funding and make recommendations to NVTA's Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- Secure reimbursement from the County (with interest) of any misused or misapplied funding;
- Make guidelines available to assist with complying with the terms of the agreement.

FCDOT has often contracted with VDOT to construct projects on the County's behalf. However, with the advent of NVTA regional funding, the number of such projects will increase significantly and establishing clear roles and responsibilities between FCDOT and VDOT, vis-à-vis NVTA funding, will help facilitate these projects going forward. With this in mind, County staff worked with VDOT to craft a new, modified SPA between the County and VDOT, specific to NVTA-funded projects.

The FCDOT/VDOT SPA will 1) enable FCDOT to remain responsible for and oversee the construction by VDOT of the Rolling Road Widening project, according to the terms of the County's agreement with NVTA; and 2) provide a mechanism for funding to flow directly from NVTA to VDOT, on a reimbursement basis.

On November 28, 2014, the Board approved a resolution supporting the County's application for VDOT's FY 2016 Revenue Sharing Program funds in the amount of \$10,000,000 to fund the Rolling Road widening. The Commonwealth Transportation Board (CTB) approved the County's Revenue Sharing application on June 15, 2015.

FISCAL IMPACT:

The total project estimate is \$35.2 million and is secured through a combination of local, federal, state and regional funding. These funding sources are as follows.

- approximately \$12.6 million in federal Regional Surface Transportation Program (RSTP) funds
- \$10 million in FY 2016 state Revenue Sharing funds
- \$7.6 million in local funds through Project 2G40-109-000, Rolling Road Widening, under Fund 40010, County and Regional Transportation Projects, of which FCDOT has requested funding approval for \$5 million as part of *FY 2015 Carryover Review* to satisfy 50 percent of the \$10 million Local Cash Match (LCM) required for the FY 2016 Revenue Sharing funds
- and \$5 million in NVTa regional funds which satisfies the remaining 50 percent LCM for the FY 2016 Revenue Sharing funds.

The County will oversee and authorize \$5 million in funding directly from NVTa to VDOT on a reimbursement basis to support final design for the project. In addition, the County will provide VDOT with \$5 million from Fund 40010 to satisfy 50 percent of the LCM on the FY 2016 Revenue Sharing funds through Project 2G40-109-000, Rolling Road Widening, under Fund 40010 (County and Regional Transportation Projects) as part of the FY 2015 Carryover Review. The remaining \$2.6 million in local funds will be reallocated from the construction reserve in Fund 40010 to Project 2G40-109-000 per VDOT's project cashflow requirements. VDOT already has access to the \$12.6 million in federal RSTP funds. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation

Attachment 2: Standard Project Agreement for the Rolling Road Widening Project, including Related Appendices, with the Northern Virginia Transportation Authority

Attachment 3: Standard Project Agreement for the Rolling Road Widening Project, including Related Appendices, with the Virginia Department of Transportation

Attachment 4: Approved Project Description Sheet for the Rolling Road Widening Project

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Minnix, Chief, Transportation Design Division, FCDOT

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Erin C. Ward, Senior Assistant County Attorney

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Rolling Road Widening project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and**

\_\_\_\_\_  
**(Recipient Entity)**

NVTA Project Number: \_\_\_\_\_

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, \_\_\_\_\_ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed \_\_\_\_\_'s application for funding and has approved \_\_\_\_\_'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by \_\_\_\_\_, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by \_\_\_\_\_ to finance the Project;

WHEREAS, NVTA agrees that \_\_\_\_\_ will design and/or construct the Project or perform such other specific work for the Project and \_\_\_\_\_ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the \_\_\_\_\_'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and \_\_\_\_\_'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

\_\_\_\_\_ shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTa funds specified on Appendix B to pay any Project cost if the NVTa Act does not permit such Project cost to be paid with NVTa funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTa will provide funding for such multiple phases (as set forth on Appendix B), NVTa may not provide funding to \_\_\_\_\_ to advance the Project to the next phase until the current phase is completed. In any circumstance where \_\_\_\_\_ seeks to advance a Project to the next phase using NVTa funds, \_\_\_\_\_ shall submit a written request to NVTa's Executive Director explaining the need for NVTa's funding of an advanced phase. NVTa's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTa's current and projected cash flow position and make a recommendation to NVTa whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit \_\_\_\_\_ from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, \_\_\_\_\_ further recognizes that NVTa's reimbursement to \_\_\_\_\_ for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. \_\_\_\_\_ shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, \_\_\_\_\_ can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of \_\_\_\_\_.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. \_\_\_\_\_ understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. \_\_\_\_\_ shall timely provide to NVTa a



complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to \_\_\_\_\_'s Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should \_\_\_\_\_ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, \_\_\_\_\_ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by \_\_\_\_\_s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern \_\_\_\_\_ and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern \_\_\_\_\_; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that \_\_\_\_\_ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTa Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all \_\_\_\_\_’s contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of \_\_\_\_\_ for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that \_\_\_\_\_ may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa’s in-house legal counsel) in connection with the work performed under this Agreement \_\_\_\_\_ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, \_\_\_\_\_ will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern \_\_\_\_\_.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if \_\_\_\_\_ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that \_\_\_\_\_ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that \_\_\_\_\_ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if \_\_\_\_\_ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that \_\_\_\_\_ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that \_\_\_\_\_ adhered to all applicable laws and regulations and all requirements of this Agreement.

**B. NVTA's Obligations**

NVTA shall:

- I. Provide to \_\_\_\_\_ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all \_\_\_\_\_'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify \_\_\_\_\_ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of \_\_\_\_\_'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that \_\_\_\_\_ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that \_\_\_\_\_ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to \_\_\_\_\_ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. \_\_\_\_\_ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by \_\_\_\_\_ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, \_\_\_\_\_ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from \_\_\_\_\_'s material breach of this Agreement. If so terminated, \_\_\_\_\_ shall refund to NVTA all funds NVTA provided to \_\_\_\_\_ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide \_\_\_\_\_ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, \_\_\_\_\_ may

request that NVTA excuse \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ for the Project based upon \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, \_\_\_\_\_ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

**D. Dispute**

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and \_\_\_\_\_'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to \_\_\_\_\_'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

**E. NVTA's Financial Interest in Project Assets**

\_\_\_\_\_ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that \_\_\_\_\_ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, \_\_\_\_\_ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If \_\_\_\_\_ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from \_\_\_\_\_ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to \_\_\_\_\_.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to \_\_\_\_\_, to the attention of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address)



H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

\_\_\_\_\_ represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

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

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

\_\_\_\_\_ (Name of Recipient Entity)

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

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

**Appendix A –Narrative Description of Project*****Attach- Approved NVTa Project Description Sheet***

NVTa Project Title: Rolling Road Widening Project

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Smitha Chellappa: 703-877-5761

NVTa Program Coordinator Contact information: Keith Jasper: 703-6424655

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVTa Project Description Sheet</b>

<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTa Project Description Sheet</b>

APPENDIX B-PROJECT BUDGET & CASH FLOW

Attachment 2b

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Rolling Road - Old Keene Mill Rd to Franconia Springfield Pkwy - 2 to 4 Lanes  
 Recipient Entity: Fairfax County  
 Project Contact Information: Smytha Chellappa - 877-5761

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work/Engineering/Environmental	\$ 5,902,043	\$ 1,875,000	\$ -	Revenue Sharing/RSTP/CMAQ/Local	\$ 4,027,043	\$ -
Right-of-Way Acquisition	\$ 9,711,500	\$ 3,125,000		Revenue Sharing/RSTP/CMAQ/Local	\$ 6,586,500	
Construction	\$ 19,585,746			Revenue Sharing/RSTP/CMAQ/Local	\$ 19,585,746	
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
<b>Total Estimated Cost</b>	<b>\$ 35,199,289</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,199,289</b>	<b>\$ -</b>

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental			\$ 1,875,000							
Right-of-Way Acquisition					\$ 2,500,000		\$ 625,000			
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,875,000</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ 625,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August					\$ 625,000.00		\$ 625,000.00			
September										
October										
November			\$ 625,000.00		\$ 625,000.00					
December										
January										
February			\$ 625,000.00		\$ 625,000.00					
March										
April										
May			\$ 625,000.00		\$ 625,000.00					
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,875,000.00</b>	<b>\$ -</b>	<b>\$ 2,500,000.00</b>	<b>\$ -</b>	<b>\$ 625,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Northern Virginia Transportation Authority

Signature  
 FCDOT Director  
 Title  
 Date  
 Tom Biesiadny  
 Print name of person signing

Signature  
 NVTA Executive Director  
 Title  
 Date  
 Print name of person signing

**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY  
PROJECT NUMBER 0638-029-156 UPC 5559

THIS AGREEMENT, made and executed in triplicate on this the \_\_\_\_ day  
of \_\_\_\_\_, 2015, between the COMMONWEALTH OF  
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred  
to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter  
referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer  
the work as described in Appendix B, and such work for each improvement shown is hereinafter  
referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to  
finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this  
project in accordance with the scope of work described in Appendix B, and the DEPARTMENT  
has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the  
project identified in this Agreement and its associated Appendices A and B in accordance with  
applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto,  
authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT  
and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and  
agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such  
diligently, and all work shall be completed in accordance with the  
schedule established by both parties.
2. Perform or have performed, and remit all payments for, all  
preliminary engineering, right-of-way acquisition, construction,  
contract administration, and inspection services activities for the  
project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost upon request and at the end of the project
4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
6. Make the Project available for review during its design, right of way, and/or construction phases by the COUNTY personnel upon request.
7. Maintain accurate documentation and records of all project costs incurred and paid for all phases of the Project and make said documentation and records available for review by the COUNTY upon request.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
3. In the event that the project involves construction or modification of a facility that is or will be in the State Highway System, upon completion of the Project, provide a final accounting of all capitalizable Project costs, irrespective of funding source, by the first day of August following the end of the fiscal year in which the Project was completed. As the Project asset is owned by the Commonwealth, in accord with Government Accounting Standards Board Statement 34, the Project will be included in the Commonwealth's Comprehensive Annual Financial Report.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or

personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.
- J. The Parties mutually agree that should any Northern Virginia Transportation Authority (NVTA) funding be utilized to pay for all or any portion of the Project being administered by the DEPARTMENT, the provisions/terms in Appendix C shall apply and are incorporated herein by reference as if set forth in full in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____	_____
	Date
Tom Biesiadny	_____
	Date
Signature of Witness	_____
	Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____	_____
Chief of Policy	Date
Commonwealth of Virginia	
Department of Transportation	
Signature of Witness	_____
	Date



## Appendix B

**Project Number:** 0638-029-156 (UPC 5559)      **Locality:** Fairfax County

Project Scope	
<b>Work Description:</b>	<b>Rolling Road Widening from 2 to 4 lanes</b>
<b>From:</b>	<b>Old Keene Mill Road (0.369 Miles north of Rt. 286)</b>
<b>To:</b>	<b>Fairfax County Parkway</b>
Locality Project Manager Contact Info: Smitha Chellappa; Email: Smitha. <a href="mailto:Chellappa@fairfaxcounty.gov">Chellappa@fairfaxcounty.gov</a> ; Phone 703 877-5761 Department Project Coordinator Contact Info: Hamid Misaghian; Email: <a href="mailto:H.Misaghian@VDOT.virginia.gov">H.Misaghian@VDOT.virginia.gov</a> ; Phone: 703 259-1795	

Detailed Scope of Services
<p>VDOT to administer the Rolling Road project, widening approximately 1.4 miles of Rolling Road from two to four lanes, including left and right turn lanes, stormwater management facilities, and bicycle and pedestrian accommodations.</p>

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This attachment is certified and made an official attachment to this document by the parties of this agreement

---

Authorized Locality Official and date

---

Typed or printed name of person signing

---

Residency Administrator/PE Manager/District Construction Engineer  
Recommendation and date

---

Typed or printed name of person signing

## Appendix C

- All Northern Virginia Transportation Authority (“NVTA”) revenues shall be used solely for the transportation purposes referenced in the Memorandum of Agreement (MOA) between VDOT, VDRPT and NVTA, and in accordance with Virginia Code Section 33.2-2509-2510, and for the PROJECT as approved by NVTA.
- On a quarterly basis, the DEPARTMENT will provide a summary of PROJECT expenditures to the COUNTY for charges of actual DEPARTMENT costs consistent with Appendix A and the most recently approved NVTA cash flow estimates, containing detailed summaries of actual PROJECT costs incurred with supporting documentation as mutually agreed upon between VDOT and the COUNTY and containing certifications that all such costs were incurred in the performance of work for the PROJECT as authorized by this Agreement.
- Should the DEPARTMENT be requested and agree to provide additional funds in order to proceed or complete the funding necessary for the PROJECT, the DEPARTMENT shall certify to the COUNTY that such additional funds have been either authorized and/or appropriated by the Commonwealth Transportation Board (CTB) or the Virginia General Assembly as may be applicable or have been obtained through another independent source. Nothing in this provision shall be interpreted or construed to require VDOT to provide additional funding for the PROJECT and any agreement by VDOT to provide additional funding shall be contained in a modified Appendix or an addendum to this Agreement, executed by both VDOT and LOCALITY.
- Should the NVTA funding be discontinued or insufficient to cover the costs of the PROJECT or portions thereof to be funded with NVTA funds, the provisions of sections B(2) , G and H of this Agreement shall apply.
- The DEPARTMENT shall reimburse the COUNTY for all NVTA Project Funding that the DEPARTMENT misapplies or uses in violation of the NVTA Act, Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement, plus, to the extent permitted by law, interest at the rate earned by NVTA (the “NVTA Rate”) .
- The DEPARTMENT shall name the COUNTY, NVTA, and to the extent applicable NVTA’s Bond Trustee and/or require that all DEPARTMENT’s contractors name the COUNTY, NVTA and NVTA’s Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of the DEPARTMENT for the PROJECT and present to NVTA and the COUNTY satisfactory evidence thereof before any NVTA Project Funding is used by the DEPARTMENT for the PROJECT.
- The DEPARTMENT shall give notice to the COUNTY that the DEPARTMENT may use NVTA funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVTA’s in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
- Under no circumstances will the COUNTY or NVTA be considered responsible or obligated to operate and/or maintain the PROJECT after its completion.

- The DEPARTMENT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the PROJECT, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
- The COUNTY shall provide coordination as between NVTA and the DEPARTMENT for the PROJECT, as may be necessary and/or as may be agreed to by the PARTIES.
- Funding by NVTA shall be subject to annual appropriation or other lawful appropriation by the NVTA, and Virginia General Assembly, respectively. Should the DEPARTMENT agree to provide any funding for the PROJECT or any portion thereof, said funding shall be subject to appropriation by the General Assembly and allocation by the CTB.
- In the event of disputes arising under this Agreement, the PARTIES agree to attempt to first resolve any such dispute by engaging in an informal dispute resolution process. Each party shall designate an authorized representative to conduct informal dispute resolution discussions on its behalf. Any resolutions and/or settlements of pending disputes reached via the informal dispute resolution method shall be presented to the County's Board of Supervisors and the Commissioner of Highways for ratification in order to be considered in full force and effect; and this Agreement shall be amended to reflect the substance of any such resolution. Nothing herein, however, shall limit or abrogate the right of either party to pursue whatever legal remedies that may be available to it in a court of competent jurisdiction.
- The DEPARTMENT shall maintain complete and accurate financial records relative to the PROJECT and all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the PROJECT for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws and provide copies of any such financial records to the COUNTY, free of charge, upon request.
- The DEPARTMENT shall provide a certification to the COUNTY and NVTA no later than 90 days after final payment to the contractors that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

## VDOT Administered Locally Funded Appendix A - Revision 1

Date: 8/17/2015

Project Number: 0638-029-156

UPC:

5559

CFDA#

20.205

Locality:

Fairfax County

Project Location ZIP+4: 22152

Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400, Fairfax, VA 22033-2867

## Project Narrative

Scope: Rolling Road Widening - Route 638 - Widen to 4 lanes - PE only

From: Fairfax County Parkway

To: Old Keene Mill Road - Route 644

Locality Project Manager Contact Info: Smitha Chellappa 703 877-5761 Email: Smitha.Chellappa@fairfaxcounty.gov

Department Project Coordinator Contact Info: Hamid Misaghian 703 259-1795 Email: H.Misaghian@vdot.virginia.gov

## Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$5,902,043
Right of Way & Utilities	\$9,711,500
Construction	\$19,585,746
Total Estimated Cost	\$35,199,289
Estimate for Current Billing	

## Project Cost

Phase	Project Allocations	Funds type	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$2,417,950	RSTP	0.00%	\$0
	\$600,000	CMAQ	0.00%	\$0
	\$2,884,093	Revenue Sharing	50.00%	\$1,442,047
Total PE	\$5,902,043			\$1,442,047
Right of Way & Utilities	\$9,711,500	Revenue Sharing	50.00%	\$4,855,750
Total RW	\$9,711,500			\$4,855,750
Construction	\$9,598,663	RSTP	0.00%	\$0
	\$7,404,407	Revenue Sharing	50.00%	\$3,702,204
	\$2,582,676	Local Funds	100.00%	\$2,582,676
Total CN	\$19,585,746			\$6,284,880
Total Estimated Cost	\$35,199,289			\$12,582,676

## Total Maximum Reimbursement / Payment by Locality to VDOT

\$12,582,676

## Project Financing

RSTP	RSTP State Match	CMAQ	CMAQ State Match	Accounts Receivable Local Funds	Revenue Sharing State Match	Revenue Sharing Local Match	Aggregate Allocations (A+B+C+D+E)
\$9,613,290	\$2,403,323	\$480,000	\$120,000	\$2,582,676	\$10,000,000	\$10,000,000	\$35,199,289

## Payment Schedule - NVTA Funds

FY 2016	FY 2017	FY 2018
\$1,875,000	\$2,500,000	\$625,000

## Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$35,199,289 (if applicable)
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
  - Previous allocations of \$1,900,950 by the CTB
  - FY'15 \$517,000 Allocation by the CTB, Expenditure deadline June 30, 2018
  - FY'18 \$3,500,000 Allocation by the CTB, Obligation deadline June 30, 2018, Expenditure deadline June 30, 2021
  - FY'19 \$1,500,000 Allocation by the CTB, Obligation deadline June 30, 2019, Expenditure deadline June 30, 2022
  - FY'20 \$1,457,000 Allocation by the CTB, Obligation deadline June 30, 2020, Expenditure deadline June 30, 2023
  - FY'21 \$3,141,663 Allocation by the CTB, Obligation deadline June 30, 2021, Expenditure deadline June 30, 2024
- This project is funded with federal-aid Congestion Mitigation and Air Quality Program (CMAQ) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
  - Previous allocations of \$600,000 by the CTB
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 16 - \$20,000,000 (\$10,000,000 locality and \$10,000,000 VDOT) Partial local match provided by NVTA funds in FY 16, FY17 and FY18.
  - Partial local match provided by NVTA funds as follows: FY 16 - \$1,875,000; FY 17 - \$2,500,000; and FY 18 \$625,000
- Funds are not available until July 1 of the fiscal year in which they are allocated.
- This Appendix A is being revised to reflect an increase in allocations.
- VDOT has billed zero (\$0.00) (dollar amount) the locality for this project as of 8/5/2015 (date)
- VDOT has received zero (\$0.00) (dollar amount) from the locality for this project as of 8/5/2015 (date)
- NVTA to distribute to VDOT 8 quarterly payments of \$625,000 per quarter over 24 months. Payments are due on the first day of each quarter beginning on 11/1/2015 (date)
- This Appendix A supersedes any previously listed funding schedule.

Authorized Locality Official and date

Authorized VDOT Official Recommendation and Date

Typed or printed name of person signing

Terry Yates  
Typed or printed name of person signing



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

## **FY 2015-16 PROJECT DESCRIPTION FORM (5C)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** Rolling Road Widening (Old Keene Mill Road to Franconia Springfield Parkway) 5C

**Project Type (*check one*):**

Roadway (X)    Transit ( )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):** VA 638 (Rolling Road) and VA 286 (Fairfax County Parkway, Corridor 5)

1. **Project Description:** Widen Rolling Road from 2 to 4 lanes from Old Keene Mill Road (VA 644) to Franconia Springfield Pkwy (VA 289) and Fairfax County Parkway (VA 286). Project will add pedestrian and bicycle facilities. The Virginia Department of Transportation (VDOT) has allocated \$7.5 million through FY 2019. This project will be administered by VDOT under project number UPC 5559.
2. **Requested NVTA Funds:** \$10,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Preliminary Engineering/Design, and Right of Way
4. **Total Cost to Complete Project:** \$35,200,000
5. **Project Milestone -Study Phase:** Start of Study - 1998
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - January 2010
7. **Project Milestones -Final Design:** Start of Final Design - FY 2016
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**  
       Yes (X)                      No ( )



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**12. Project in 2010 CLRP: CLRP ID #1936**

**13. Project Leverages other Funding: (please state amount)**

- Local ( )
- State (X) \$0.5 million previously allocated
- Federal (X) \$2.0 million previously allocated
- Other: The \$10,000,000 in regional funds requested of NVTa will serve as local cash match to FY 2016 state Revenue Sharing funds for which Fairfax County has applied.



## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This project provides additional capacity on a highly congested north-south corridor that provides travel within and between major arterials in Fairfax County, including Franconia Springfield Parkway, Old Keene Mill Road, and Fairfax County Parkway (Corridor 5 - Fairfax County Parkway [VA 286]), as well as employment hubs like EPG and Fort Belvoir. The current Average Daily Traffic Count of 21,000 vehicles puts this facility at a Level of Service (LOS) F which is very congested for secondary roadway conditions.
- **How does the project reduce congestion?**  
The project will provide additional travel lanes, signals and turn lanes for vehicles on the heavily congested corridor. Expansion to 4 lanes would improve the facility from LOS F to LOS B.
- **How does project increase capacity? (Mass Transit Projects only)**
- **How does project improve auto and pedestrian safety?**  
By adding capacity and reducing congestion, adding a raised median and upgrading or adding traffic signals, the project reduces the occurrence of vehicular conflicts and provides safe passage for pedestrians. The shared-use path on the west side and sidewalk along east side of Rolling Road will provide safe routes to local schools.
- **List internet links below to any additional information in support of this project:**  
This project is in conformance with the Fairfax County Comprehensive Transportation Plan: [Fairfax County Comprehensive Plan 2013 Edition \(as amended\\*\) - Fairfax County, Virginia](#)



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*



4 Rolling Road Widening (Old Keene Mill Road to Franconia Springfield Parkway) 5C



ACTION - 15

Approval of Fairfax County Transportation Services Group (TSG) Transportation Demand Management Plan (TDMP) for the Virginia Department of Public Rail Transportation (VDRPT) Fiscal Years 2016-2021

ISSUE:

Board of Supervisors' approval is required prior to the submission of the TDMP to (VDRPT).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the TDMP required VDRPT.

TIMING:

Board action is requested on September 22, 2015.

BACKGROUND:

The TDMP is high level view of what Fairfax County will be doing for the next six-years. The purpose of the six-year Transportation Demand Management Plan is to develop a long-range plan that will improve the efficiency and effectiveness of transportation demand management programs and services in Fairfax County. This plan will also provide a solid foundation for funding requests and feed directly into the planning process.

The six-year TDM Plan is intended to:

- Better integrate travel planning with transportation planning, system operations, land use, economic development and healthy communities.
- Maximize the value, connectivity, and efficiency of existing transportation infrastructure.
- Achieve cost savings through better coordination of existing efforts.
- Support and connect transit, walking and biking, and activity center redevelopment investments.
- Establish a framework for funding decisions to support innovation and long-term strategies.

VDRPT now requires that any transportation demand management program operator receiving state or federal funding through VDRPT prepare, adopt, and submit a TDMP.

Board Agenda Item  
September 22, 2015

FISCAL IMPACT:  
None

ENCLOSED DOCUMENTS:  
Attachment I: TSG Transportation Demand Management Plan Fiscal Years 2016-2021

STAFF:  
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# TRANSPORTATION DEMAND MANAGEMENT PLAN

Fiscal Years 2016-2021



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### TDM HISTORY AND OVERVIEW

Transportation Demand Management (TDM) involves application of strategies aimed at reducing and redistributing travel demand. Fairfax County Transportation Services Group (FCTSG) is the designated TDM program in Fairfax County, responsible for promoting and marketing a wide array of travel options and alternatives that reduce peak period vehicle trips in the county, including carpools, vanpools, transit, bicycling, walking, telecommuting, and flexible work schedules. FCTSG's customers include anyone who lives in, works in, or travels through Fairfax County on a regular basis. FCTSG's efforts build upon a wide range of services and facilities – including park and ride lots, bicycle and pedestrian infrastructure, and transit services – in Fairfax County that support sustainable travel choices and reduce traffic congestion.

TDM has been a component of the transportation services offered in Fairfax County since 1984. Initially, the TDM services were divided into two programs: RideSources, a carpooling/ridematching service, and Employer Services, which worked with employers in the county. Later RideSources and Employer Services were incorporated into the Transportation Services Group (TSG), and other TDM services were added to promote a fuller array of transportation options in the county.

### GOVERNANCE

The Fairfax County Transportation Services Group is operated as a program of the Fairfax County Department of Transportation (FCDOT) and is an integrated part of the county government. All of the county government agencies are governed by an elected body, the Board of Supervisors, which is comprised of nine members representing geographical jurisdictions and one chairperson. While the Director of Transportation oversees FCDOT, the Board of Supervisors is the ultimate governing body for FCTSG.

TDM strategies implemented by the Fairfax County Transportation Services Group enhance Fairfax County's **quality of life, environmental sustainability, and economic vitality** by:

- Helping residents and employees in the County get to work with less stress and time stuck in traffic congestion.
- Helping promote businesses that are making a difference for their employees and communities.
- Leveraging the County and State's investments in transit, park-and-ride, and bicycle and pedestrian infrastructure by promoting use of these options.
- Reducing air pollution and greenhouse gas emissions.

Figure 1. Fairfax County Commuter Services Group Service Area



## TDM SERVICE AREA

FCTSG provides a range of TDM services to Fairfax County. The 400-square-mile service area includes the City of Fairfax, Falls Church, the Town of Vienna, and the Town of Herndon.



Fairfax County is home to about 1.1 million residents.<sup>1</sup> Though population growth has slowed since 2000, the county is forecasted to grow to 1.35 million by 2040.<sup>2</sup> About half of Fairfax County residents (age 16 years and older) are employed, comprising a large commuter base.<sup>3</sup> The area's growing senior population now comprises 11 percent of the population and is expected to almost double to 19 percent by

<sup>1</sup> Virginia Employment Commission (2014). "Virginia Community Profile: Fairfax County." Available at: [http://virginialmi.com/report\\_center/community\\_profiles/5104000059.pdf](http://virginialmi.com/report_center/community_profiles/5104000059.pdf).

<sup>2</sup> Ibid.

<sup>3</sup> 2009-2013 American Community Survey 5-Year Estimates.

2030. This anticipated demographic shift may have important impacts on the transportation needs within the service area, increasing the role of non-work travel needs in addition to more traditional commuter services.<sup>4</sup>



Fairfax County has a thriving business community, and is the primary economic engine for the greater metropolitan area and the Commonwealth of Virginia. The county is home to more than 33,746 employer establishments, including ten Fortune 500 businesses. Table 1 lists the top ten largest employers in Fairfax County. The key markets are

comprised of knowledge- and technology-based sectors, including federal government contracting, information technology services, research and development/technical services, telecommunications, green and environmental services, and life sciences.<sup>5</sup> There are approximately 575,800 jobs in Fairfax County.<sup>6</sup> The average job turnover is 34.4%.<sup>7</sup>

1. Fairfax County Public Schools
2. County of Fairfax
3. U.S. Department of Defense
4. Inova Health System
5. Booz, Allen and Hamilton
6. George Mason University
7. Federal Home Loan Mortgage
8. Navy Federal Credit Union
9. Northrop Grumman Corporation
10. Accenture National Securities

**Table 1. Top Ten Largest Employers in Fairfax County**



While primarily suburban, Fairfax County has several major activity centers, including major employers, shopping, and higher-density residential development. More urban development patterns are planned for particular areas, including Tysons Corner where there are plans for transit-oriented development around its four new Metrorail stations. Reston and Herndon, located along VA 267 (the Dulles Toll Road) also are important centers for jobs, residences, and retail

development within the county. The Wiehle-Reston East Metrorail station opened in Reston in 2014, with transit-oriented development already under construction. The Route 28 corridor – including areas of Chantilly and Centreville – centered along VA 28 in the western portion of the county, has recently experienced significant growth and development into a major center for retail, residences, and employment. Other major activity centers within the service area include Springfield, Merrifield/Dunn Loring, Lorton, Fort Belvoir, Falls Church, Seven Corners, southern Alexandria, and Fairfax Center and the City of Fairfax, which is home to George Mason University.

<sup>4</sup> FCTSG Long Range TDM Plan

<sup>5</sup> Fairfax County Economic Development Authority, Profile: Fairfax County (2013).

<sup>6</sup> Virginia Employment Commission (2014). "Virginia Community Profile: Fairfax County." Available at: [http://virginialmi.com/report\\_center/community\\_profiles/5104000059.pdf](http://virginialmi.com/report_center/community_profiles/5104000059.pdf).

<sup>7</sup> Ibid.

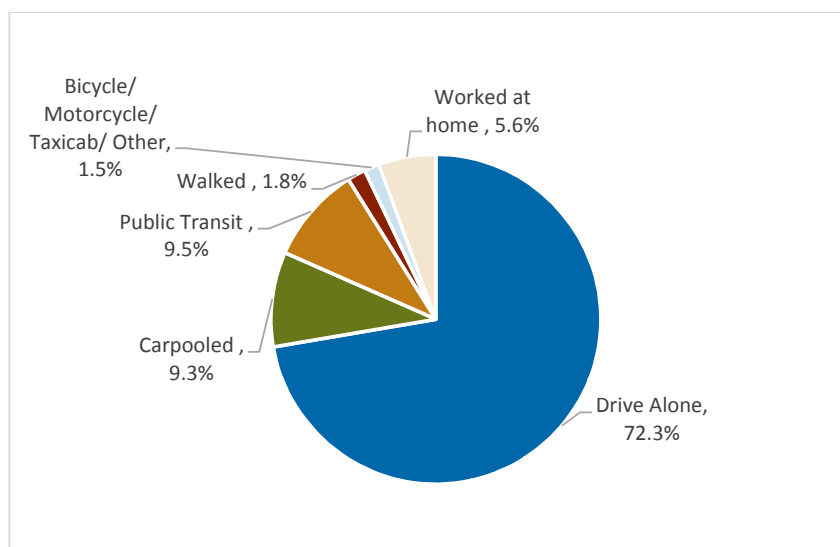


## TRAVEL PATTERNS

About half of the county's residents work within the county. Other significant places of employment for residents include the District of Columbia (16%), Arlington County (8%), Alexandria (6%), and Loudoun County (4%). The average travel time for county residents to work is 32 minutes. Over 72 percent of the county's residents commute to work by driving alone, as shown in [Figure 2](#).<sup>8</sup>

Format

**Figure 2. Commuting Mode Split for Residents of Fairfax County**



Source: 2011-2013 American Community Survey 3-Year Estimates.

As Fairfax County has increasingly become a hub for employment within the Washington, DC region, many workers are also commuting into the county from other jurisdictions. About 20 percent of workers come into the county from Loudoun and Prince William counties, as residential growth has increased in those areas (approximately 10% of Fairfax County workers come from each of these two counties), followed by 5% of workers from Arlington County, and smaller amounts from Montgomery County, MD; Prince George's County, MD; Alexandria, VA; the District of Columbia, Stafford County, VA; and other counties.<sup>9</sup>

FCTSG's TDM program serves all of those who live and work in its service area, helping them to choose options other than driving alone.

<sup>8</sup> 2011-2013 American Community Survey 3-Year Estimates.

<sup>9</sup> 2006-2010 American Community Survey.

## TRANSPORTATION AND DEVELOPMENT: A DYNAMIC CONTEXT

Fairfax County is served by an extensive multimodal transportation system, providing access to local, regional, national and international destinations (via Dulles International Airport). The context of transportation options in Fairfax County is exceptionally dynamic. Over the past few years, a wide array of new transportation investments and services have expanded the array of transit, ridesharing, bicycling, and walking opportunities available to residents and employees in the county. These changes have included a near doubling in the number of Metrorail stations in the County with the opening of the Silver Line through Tysons Corner to Reston; the most significant changes in Fairfax Connector bus services in the County's history; new fast options for high-occupancy vehicles on the I-495 Beltway Express Lanes; and a significant expansion in bicycle facilities, pedestrian improvements, and bus stop enhancements.

Over the next several years, due to increased state and local transportation funding, as well as Phase II of the Silver Line, transportation enhancements are expected to continue, with an array of new transit, ridesharing, and bicycle/pedestrian projects coming. These changes will continue to increase the value and need for TDM program services – to help raise awareness of these new options and encourage businesses and residents to utilize them.

Key elements of Fairfax County's transportation options and recent changes are highlighted below.

**Major Highways and Express Lanes.** The three major interstates in the service area (I-66, I-95, and I-495) are among the busiest and most congested in the country. Additionally, the Dulles Toll Road is a tolled highway operated by the Metropolitan Washington Airports Authority, which traverses northern Fairfax County, along with a free airport access roadway located in the median, which is also used by some transit services. The Dulles Toll Road offers a peak-period HOV-2 lane, which is used by carpools, vanpools, and buses. Peak-period HOV-2 restrictions along I-66 (one lane outside the Beltway and all lanes inside the Beltway) also accommodate high occupancy trips.

Express Lanes, which are privately operated high-occupancy toll (HOT) lanes, were created on the I-495 Beltway and I-95 through Fairfax County, providing faster and more reliable travel options connecting

The past few years have seen some of the most significant enhancements to transportation options in the County's history, including substantial new transit, ridesharing, and bicycle/pedestrian infrastructure. The Silver Line Metrorail, Fairfax County Connector bus service changes, new HOV-3 lanes on the Beltway, and investments in bicycling, along with plans for Phase II of the Silver Line, and transit-oriented development create great potential for shifts to carpools, vanpools, transit, and non-motorized modes. Marketing and support for these new options will be important for their success.



both of these major corridors. The Express Lanes in both corridors provide free access for HOV-3+ vehicles, transit, and motorcycles, while other drivers pay a toll that varies based on the level of traffic congestion. The I-495 Express Lanes opened in late 2012, and provide new direct connections to Merrifield and Tysons activity centers. The I-95 Express Lanes, which traverse 29 miles from Stafford County to a point between Duke Street and Edsall Road along I-395, just south of the City of Alexandria, opened to travelers in December 2014. The I-95 Express Lanes are reversible lanes that extended and added additional capacity to previously existing HOV-3 lanes along I-95. As part of the I-95 Express Lanes project, VDOT also expanded park-and-ride lots. Due to the previously existing HOV-3 lanes, the I-95/I-395 corridor has a unique casual carpooling system called “slugging”, in which drivers pick up passengers in order to utilize the free HOV-3 lanes.

**Transit Services** - Fairfax County is well served by a range of transit services. Virginia Railway Express (VRE) provides commuter rail service along two routes, and serves five stations in Fairfax County. The Silver Line Phase I, which added 11.7 miles of track serving McLean, Tysons, and Reston, opened in 2014. This first phase of the Silver Line added five new Metrorail stations in the county, increasing the number of stations in the County to eleven, including the termini of four of the six Metrorail lines (Blue, Orange, Yellow, and Silver).



Bus service also is available throughout the county, provided by Fairfax Connector, Metrobus, and CUE in the City of Fairfax. Effective with the start of new Silver Line Metrorail service, Fairfax Connector implemented the most significant changes to bus service since Fairfax Connector assumed operation of Metrobus routes in Northern Fairfax County in 1994. In total, approximately 40 percent of the total system service was changed, including starting service on 16 new routes, modifying service on 28 existing routes, and eliminating five routes. The Connector also started three new circulator routes in the Tysons area, and for the first time serves the McLean and northern Falls Church areas.

FCDOT has also initiated an Intelligent Transportation Systems (ITS) project that will provide the technology for computer aided dispatching and automatic vehicle location systems (CAD/AVL), and also includes new system capability for stop annunciation and real time passenger information. Full system implementation is expected to occur in early FY 2016. In addition to technology improvements, the Department has also evaluated bus stops across the county and is designing and constructing improvements to increase bus stop safety.



**Park and Ride Facilities** - In total, there are 47 park and ride facilities – including both surface lots and garages – located in the service area, including 27 with access to VRE and/or Metrorail stations.<sup>10</sup> In 2014, the Wiehle Reston East garage opened, providing 2,300 commuter parking spaces and an

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<sup>10</sup> <http://www.fairfaxcounty.gov/connector/parkandrides/>

innovative bike room, in concert with the opening of the Silver Line. All facilities except those at Metrorail stations are free of charge. A Smart Trip Card (or credit card at certain stations) is required to enter and exit these facilities. Most Park and Ride facilities are surface lots where you can park your vehicle and catch a bus or carpool/vanpool to your destination. The Rolling Valley, Springfield Plaza, and Sydenstricker Road Park and Ride lots and two “informal” locations along Old Keene Mill Road in the Springfield area are known as slug-lines, where travelers join carpools to take advantage of the HOV lanes on I-95.<sup>11</sup>



**Bicycle-Pedestrian Improvements** – Fairfax County has undertaken significant efforts to enhance bicycle and pedestrian access, particularly around the new Metrorail stations in Tysons and Reston, but also countywide. The County adopted its first ever Bicycle Master Plan in late 2014, which sets the stage for many improvements in the future. FCDOT is working with the Virginia Department of Transportation to identify roadways that can be retrofitted with on-road bike lanes or wide curb lanes to better accommodate bicycles, and has identified priorities for a significant number of bicycle projects. FCDOT also developed an innovative Bike Room as part of the construction of the park-and-ride garage at the Wiehle-Reston East Station, and completed a Reston Bike Share Feasibility Study in June 2014, which recommended that Fairfax County move forward to bring bike sharing to Reston.



**New Transportation Projects and Funding** – New transportation funding has become available to initiate a number of transportation projects across the county. Most notably, additional revenue has also become available as a result of the state transportation funding plan approved in 2013 by the General Assembly (HB 2313), with some funds directly available to the County and others allocated by the Northern Virginia Transportation Authority (NVTa). The law requires that each locality’s total long-term benefit from these funds be approximately equal to the proportion of the fees and taxes received attributed to that locality. As a result, the County will annually benefit from approximately \$122.8 million in regional transportation revenues annually beginning in FY 2014. In addition, Fairfax County voters have approved local bond funding for transportation. About \$110 million in bond funding for transportation projects was approved by voters in fall 2007, and an additional \$100 million in bonds was approved in fall 2014 to be used for spot road improvements, pedestrian improvements, and bicycle projects. In addition, annual funds from the County’s commercial and industrial real estate tax rate are used for transportation. Largely as a result of the new state and regional funding, the Fairfax County Board of Supervisors approved in January 2014 \$1.4 billion in transportation project priorities over a six year period, including new and existing road projects, sidewalks, trails, and bicycle lanes.

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<sup>11</sup> For more information, see: [http://www.slug-lines.com/Slugging/About\\_slugging.asp](http://www.slug-lines.com/Slugging/About_slugging.asp)

**Land Use Development** – In concert with new Metrorail stations and other transportation options, Fairfax County has also been revising land use plans to foster more transit-, bicycle-, and pedestrian-oriented development. In June 2010, the County approved a new Comprehensive Plan Amendment for Tysons, and in February 2014, the Board of Supervisors adopted the Reston Transit Stations Comprehensive Plan amendment, which addresses land development near the Wiehle-Reston East station and future Phase II Silver Line stations. The adopted Plan envisions high-density urban development in the station areas, including development of street grids and implementation of urban design standards, which are supportive of transit, bicycling, and walking.

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### *Significant On-going and Upcoming Transportation Projects*

Several major projects are currently under development that will help to address congestion and expand transportation options in the Fairfax County service area:

**I-66 Express Lanes / HOV Restrictions** – VDOT is planning to develop Express Lanes on I-66 outside the Beltway and to convert I-66 inside the Beltway to HOT lanes in both directions at rush hours. Under these plans, existing HOV-2 lanes will be changed to HOV-3 lanes to improve the flow of traffic on the Beltway and allow for lower occupancy vehicles to pay a toll to use the lanes. These changes inside the Beltway are proposed to begin in 2017, and may increase transit use. They could also result in an increase of informal carpooling (or slugging) for commuters seeking to meet the new HOV restrictions.

**Silver Line Phase II** – The second phase of the Silver Line development, anticipated to open in 2019, will extend the line through Fairfax County, past Dulles Airport and into Loudoun County, including three new stops in Fairfax County: Reston Town Center, Herndon, and Innovation Center

**Transit Improvements** – The Fairfax County 10-year Transit Development Plan outlines recommended changes to existing bus service. Already existing bus routes were rerouted to serve the new Silver Line Metrorail stations.

**BRAC-related Improvements** – In support of the Base Realignment and Closure (BRAC) action at Fort Belvoir, over \$900 million in transportation improvements are being implemented, including Route 1 widening, the I-95 HOV ramp to Fort Belvoir North Area, the I-395 HOV ramp to Mark Center, and other improvements near the Mark Center.

**Route 1 Bus Rapid Transit (BRT)** – Fairfax County Board of Supervisors recently endorsed the recommendation of the Route 1 Multimodal Alternatives Analysis recommending BRT on Route 1.

**Park and Ride Facilities** – VDOT's Park and Ride Investment Strategy for planned enhancements includes two projects in Fairfax County: expansion (300 additional spaces) of the Stringfellow Road lot I-66 Exit 55, and the construction of a new lot on Old Keene Mill Road near I-95 Exit 169.

**Carsharing at Metro Stations** – New carsharing stations are being planned at Metro stations in partnership with Enterprise.

## PROGRAM STRUCTURE AND STAFFING

FCTSG reports to the director of FCDOT. While TDM activities are separate from Fairfax Connector (which provides transit services and also conducts transit-related marketing), there is some overlap between the two sections as some of the FCTSG staff and resources are shared with Fairfax Connector marketing and activities.

FCTSG employs ten staff members that manage and operate TDM services in the county. FCTSG is led by the Section Chief, who oversees employer outreach, public information, and marketing. FCTSG staff include transportation planners, communications/marketing experts, and administrative staff. There is also a Park and Ride Coordinator, whose position supports TDM objectives. As necessary, FCTSG hires consultants to support marketing projects, program planning, and major promotional campaigns. Figure 3 and Figure 4 illustrate the organizational structure of the FCDOT and the FCTSG team, respectively.

**Figure 3. Fairfax County Department of Transportation Organizational Chart**

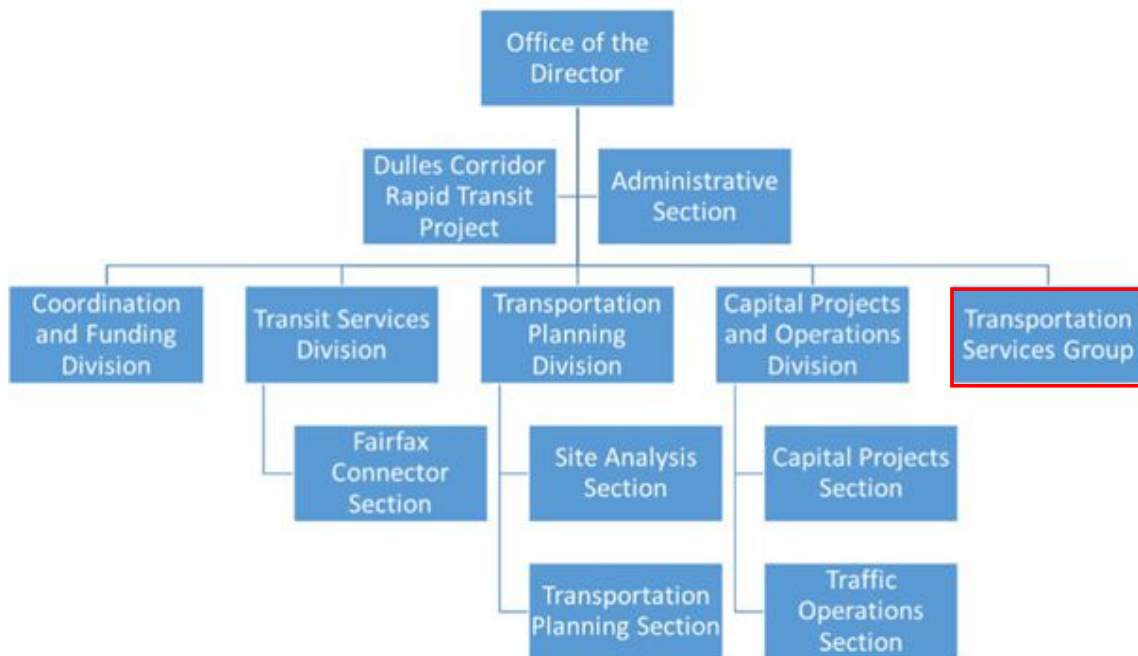
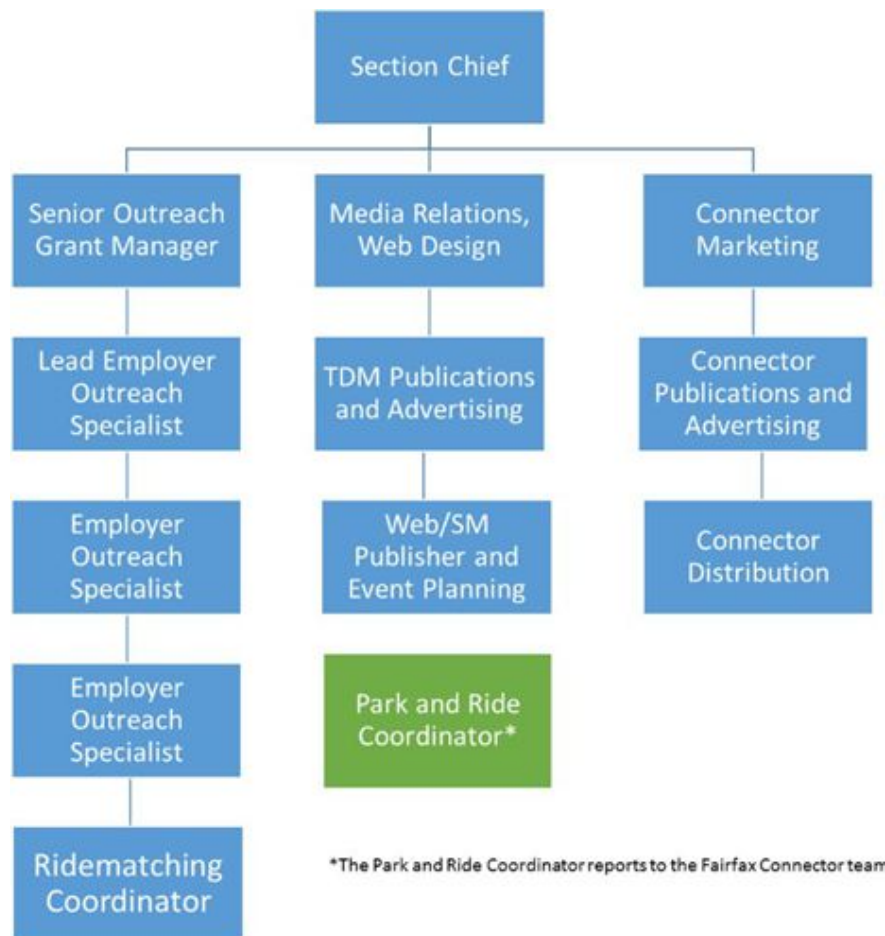




Figure 4. Fairfax County Transportation Services Group Organizational Chart



Three FCTSG employees primarily support marketing for the Fairfax Connector bus services. Table 2 lists position descriptions for FCDOT staff involved in TDM, including the nine FCTSG staff providing TDM services, and the Park and Ride Coordinator who reports to the Fairfax Connector section.

**Table 2. Fairfax County TDM Staff Positions and Responsibilities**

<b>Role</b>	<b>Title</b>	<b>Responsibilities</b>
<b>Section Chief</b>	Transportation Planner V	<ul style="list-style-type: none"> <li>• Develop strategic marketing plans and advertising campaigns (annual work plan, project/program design, etc.)</li> <li>• Manage relationships with stakeholders/partners and inter/intra-agency coordination</li> <li>• Provide direction for the advancement of the TDM program and services</li> </ul>
<b>Senior Outreach Grant Manager</b>	Transportation Planner III	<ul style="list-style-type: none"> <li>• Lead strategic planning, Virginia Department of Rail and Public Transportation (DRPT) &amp; Virginia Department of Transportation DOT grant administration, and special programs design</li> <li>• Develop client relationships</li> <li>• Coordinate with state, local and regional partners, and the Transportation Management Association (TMA) liaisons</li> <li>• Manage budgets and monitor expenditures for project implementation</li> <li>• Manage procurement of consultant services when required to support marketing projects and major promotional campaigns</li> </ul>
<b>Lead Employer Outreach Specialist</b>	Transportation Planner II	<ul style="list-style-type: none"> <li>• Lead employer outreach, and special program development and implementation</li> <li>• Develop density plots, and surveys</li> <li>• Conduct analysis and reporting of TDM trip reduction efforts in commuter programs</li> </ul>
<b>Employer Outreach Specialist (2 positions)</b>	Transportation Planner I/II	<ul style="list-style-type: none"> <li>• Implement TDM programs catered to local businesses and employers, schools, residents and universities</li> <li>• Encourage the use of ridesharing through employer on-site commuter and community-wide activities, such as transportation fairs and commuter workshops</li> </ul>
<b>Ridematching Coordinator</b>	Administrative Assistant II	<ul style="list-style-type: none"> <li>• Provide assistance to commuters with finding carpools and vanpools through the Commuter Connections regional ridematching system</li> <li>• Support outreach staff at fairs and special events</li> </ul>
<b>Media Relations and Web Design</b>	Public Information Officer III	<ul style="list-style-type: none"> <li>• Promote TDM options by producing and disseminating information through digital media (e.g. opening of new park and ride facility, launch of new bus service, notification of new TDM products such as “Last Mile” bike map, etc.)</li> <li>• Serve as media liaison by distributing new releases and fielding press inquiries; and provide event planning support</li> </ul>
<b>TDM Publications and Advertising</b>	Communications Specialist II	<ul style="list-style-type: none"> <li>• Create content and design brochures, posters, maps, and other marketing materials to promote TDM options (Shuttlepool brochure, Best Workplaces for Commuters collateral, Try Transit Week &amp; Dump the Pump and Bike to Work Day materials, etc.)</li> <li>• Manage advertising placement</li> <li>• Coordinate website content and social media messaging (e.g., YouTube video about 495 Express Lanes, Facebook posts about launch of new BRAC bus service, etc.)</li> </ul>



Role	Title	Responsibilities
<b>Web/Social Media Publisher and Event Planning</b>	Marketing Coordinator II	<ul style="list-style-type: none"> <li>• Coordinate the development of publications, including managing inventor and placing print shop orders</li> <li>• Create posters, flyers, maps and other materials to promote TDM events and activities (e.g., commuter fair flyer and reminders)</li> </ul>
<b>Park and Ride Coordinator (reports to the Fairfax Connector Team)</b>	Transportation Planner I	<ul style="list-style-type: none"> <li>• Manage park and ride facilities</li> <li>• Handle park and ride promotion and customer communication</li> <li>• Update and publish park and ride directory (printed and online)</li> <li>• Support efforts to establish new facilities</li> </ul>

In addition to these dedicated staff members, FCTSG also has access to other staff resources within FCDOT. These resources include: 1) Geographic Information Systems (GIS) that provides mapping to clients when necessary; and 2) Special Populations Group that provides outreach and transportation services to older adults, persons with disabilities, and residents of county subsidized moderate and low-income housing.

## PARTNERSHIPS

Local and regional agencies comprise FCTSG's key stakeholder base, including Fairfax County, the Metropolitan Washington Council of Governments (MWCOG), Fairfax Connector, Virginia Department of Rail and Public Transportation (DRPT), Virginia Department of Transportation (VDOT), and local transportation management associations. These stakeholders are the primary funders and service delivery partners, who help residents, workers, and employers utilize FCTSG's TDM services. A brief overview of each stakeholder is presented below.

- **Fairfax County** – As FCTSG's governing agency and one of its primary funders, the Fairfax County government is one of the most important organizational stakeholders for the program. Fairfax County as an employer also is one of FCTSG's biggest clients, and administers the Commuter Benefits Program for county employees. Fairfax County funds and implements many capital and operational projects that support TDM, including construction and maintenance of park and ride facilities, transit stations, bicycle and pedestrian programs, bus and rail transit, and more.
- **Metropolitan Washington Council of Governments (MWCOG) and Commuter Connections** – MWCOG is the metropolitan planning organization (MPO) for the Washington, D.C. region and the home of Commuter Connections, the regional TDM program. FCTSG is a member of the Commuter Connections network and the members' partner on a range of initiatives and services, including the regional Guaranteed Ride Home program, online ridematching, and regional TDM marketing. FCTSG reports a range of TDM performance measures to Commuter Connections on an annual basis.
- **Fairfax Connector** – FCTSG staff performs marketing and public outreach functions for the Fairfax Connector transit service, including advertising, special promotions, public information (news releases, web site), design and production of marketing materials (schedules, posters),

special events, and more. FCTSG also advocates the use of transit to all its clients and at all its events. FCTSG and Fairfax Connector share similar goals and are housed within the same division of FCDOT.

- **Virginia Department of Rail and Public Transportation (DRPT)** – DRPT is FCTSG’s primary funding agency through a State Commuter Assistance grant and also is a partner in service delivery. FCTSG looks to DRPT to support, guide, and promote TDM at the state and regional level. DRPT also helps provide funding to two transportation management associations, TyTran and DATA (described below), providing additional TDM services within Fairfax County.
- **Virginia Department of Transportation (VDOT)** – VDOT provides funding to FCTSG in the form of a State Employer Outreach grant. VDOT also owns seven of the park and ride lots in Fairfax County.

**Transportation Management Associations** - Additionally, transportation management associations (TMAs) play a key role in TDM program service delivery in specific parts of the county:



**TyTrans (Tysons Partnership)** – TyTran works to ease traffic congestion in Tysons by providing transportation solutions and strategies that utilize rail, bus, bikes, pedestrian paths, carpools, and vanpools and other options to Tysons businesses, their employees, landowners and residents. TyTran is a division of the Tysons Partnership, an association of citizen and business organizations, working with local government, which is helping to transform Tysons into the next great American city, and create a community that is accessible by foot, bicycle, bus, and rail. Members of the Tysons Partnership are dues paying employers, landlords, land owners and developers, retailers, hoteliers and hospitality service providers, civic groups, and professional consultants that are physically located or own property within Tysons. TyTran provides employers and property managers with tools to facilitate commuting choices through activities such as surveys of current travel behavior, providing tailored communications and materials to promote options, hosting on-site transportation information events, and support in designing trip reduction plans.



**Dulles Area Transportation Association (DATA)** - DATA is a TMA that serves the greater Dulles Area, encompassing portions of Fairfax County (generally bounded by Hunter Mill Road on the East and the I-66 corridor on the South), as well as portions of Loudoun and Prince William Counties. DATA is funded through membership fees, as well as state and local grants, in partnership with Fairfax County. DATA helps members to identify transportation needs and promote steps to meet those needs. DATA brings tools, programs and resources that make them an important TDM partner to FCTSG, including: well established relationships with major employers committed to instituting TDM programs; E<sup>3</sup>Calc (a proprietary tool), the first greenhouse gas calculator for businesses that utilizes local information in measuring the effect of TDM on a company’s carbon footprint; and

media contacts with press interested in Dulles Corridor issues, and reciprocal agreements with local chambers of commerce to promote TDM.



**Reston Town Center LINK** - LINK, funded by the Reston Town Center Association, provides information to residents, employees and visitors about transportation resources and strategies to help them make informed

travel choices. LINK provides information about getting around Reston, including information on transit routes, biking and walking routes, park-and-ride lots, and establishing carpools and vanpools. DATA has recently been appointed as the new TMA for Reston and has taken on the responsibility of not only providing employer outreach services in the Reston area but cooperating with LINK to increase ridership and the use of the Silver Line.



**Transportation Association of Greater Springfield**

**(TAGS)** – TAGS is a non-profit organization dedicated to

achieving significant improvements in Greater Springfield's transportation system while enhancing the business environment. TAGS works with area transit providers to identify needs and develop support for transportation services, and works in conjunction with FCTSG and Commuter Connections to market transit services and other commuting options to local employers and employees. TAGS also teams with Metro to sponsor a low-cost shuttle service that circulates throughout Springfield's business district.

Together with FCTSG, these TMAs help support marketing, outreach, and program development in these areas of the county.

## CHAPTER 2: EXISTING TDM SERVICES

FCTSG provides an array of TDM services that help to reduce peak-period vehicle trips and encourage a wide range of travel choices (see [Figure 5](#)).

**Figure 5. Travel Options Help to Reduce Peak Period Vehicle Travel**



This section provides an overview of these services and activities.

### RIDEMATCHING/VANPOOL ASSISTANCE

The Fairfax County Ridematching Program assists commuters with finding carpools and vanpools by participating in the regional Commuter Connections Ridematching system, coordinated by the Metropolitan Washington Council of Governments (COG). Commuter Connections maintains a database of commuters that matches users based on their residential and work locations, providing Fairfax County residents and workers with ridematching opportunities throughout the greater Washington, DC metropolitan area.<sup>12</sup> Commuter Connections also offer a Guaranteed Ride Home service that provides a reliable ride home during unexpected emergencies to commuters who use transportation alternatives; this service is available to Fairfax County residents and workers.

FCTSG provides vanpool assistance for new and existing vanpools. FCTSG administers two programs sponsored by the Virginia Department of Rail and Public Transportation, which provide temporary funding for vanpools having trouble filling all of their seats. The *VanStart Program* funds empty seats

<sup>12</sup> <http://www.commuterpage.com/pages/transportation-options/ridesharing/ridesharing-ridematching-services/>

during the critical startup phase of new vanpools, and the *VanSave Program*, provides funds to support existing vanpools that are experiencing problems in their passenger levels due to the loss of riders.

FCTSG also promotes ridematching, carpools, and vanpools through outreach. FCTSG staff participate in transportation fairs, large-scale commuter workshops, and other special events such as carpool and vanpool meetings. Specifically, the FCTSG is responsible for the following tasks:

- Distribute collateral marketing materials, including but not limited to: vanpool and carpool brochures, timetables, flyers, posters, tabletops, tri-folds and pamphlets.
- Analyze data and develop reports about trip reduction.
- Track participant data and trip reduction through the ridematching and Guaranteed Ride Home (GRH) systems.
- Participate in Commuter Connections Ridematching committee meetings.
- Communicate technical issues to the COG/Transportation Planning Board staff, as needed.
- Provide assistance to INOVA for implementation of an in-house ridematching system.

## EMPLOYER OUTREACH

FCTSG provides extensive commuter outreach through two activities, the *Employer Services Program* and the *Best Workplaces for Commuters* campaign.

The Employer Services Program provides outreach services directly to employers in Fairfax County, by promoting commute alternatives; working with employers to create, maintain, and expand alternative commute programs; and providing a means to evaluate the impact of these employer's efforts. The program's activities include, but are not limited to:

- Meet on-site to conduct transportation assessments utilizing electronic tablets and digital camera.
- Survey employees in English or Spanish to help define transit needs and preferences.
- Plot employee residence patterns with GIS mapping software. Develop and deliver these customized employee density plots to inform decision makers.
- Analyze parking options including parking cash out incentive programs.
- Develop customized ride matching for compatible commuters.
- Set up carpools / vanpools and shuttle pools.
- Attend and participate in Commuter Connections committee meetings.
- Encourage employers to subsidize employee commutes through the use of transit benefits, i.e. Smart Benefits.
- Identify and encourage Employee Transportation Champions (ETC) at employer sites.
- Support employers in crafting telework, flextime and compressed workweek programs.
- Promote on-site transportation forums and events, including real time vanpool formation sessions.

- Deliver up to date maps and bus schedules (timetables), as well as brochure racks in common areas. Supply posters and other informational materials as needed.
- Assist with implementation of Bike Programs, including bike benefit and bike sharing match programs. Other strategies could include installation of racks and locker systems.
- Maintain contact and report trip reduction measures in the Regional Association for Commuter Transportation Employer Outreach database.
- Distribute an “Employee Transportation Champion Handbook” to assist ETC’s with starting an employee commuter-benefits program. Product will be in multiple formats (print, digital, online).
- Organize a commuter challenge, “The Great Race for Clean Air”, to encourage Fairfax County employers to use commute alternatives such as transit, carpooling, vanpooling, walking, and bicycle.

The TDM program also promotes the national “Best Workplaces for Commuters” (BWC) award program and encourages Fairfax County employers to earn a BWC designation. This on-going campaign encourages employers to implement strong TDM/ trip reduction strategies that benefit employees. The BWC program recognizes employers who have excelled in implementing green commuter programs including ridesharing, transit benefits, biking and walking, teleworking, alternate work schedules and other TDM strategies. In 2014, nine major employers in Fairfax County earned BWC recognition; they were awarded certificates with the Fairfax County Board of Supervisors in attendance. FCTSG reached its program goals of having 50 employers attain BWC recognition by 2015; the employer will receive “Best Workplaces for Commuters Fairfax First 50” awards in December.

The Employer Services Program recently rebranded employer services participation levels (1-4) as follows:

**Bronze** – Basic Informational Level

**Silver** – Promotional Level (ex: installation of a central display case stocked with commuter information)

**Gold** – Incentive Level (implement either SmartBenefits, commuter incentives for other modes, shuttle services, or parking fees, in addition to two or more silver level strategies)

**Platinum** – Comprehensive Level (implement a comprehensive community transportation program involving at least two or more gold level trip reduction activities).

Being recognized by the national BWC program as well as by the Fairfax County Board enables employers to attract and retain a higher-quality workforce and achieve greater stature and success as a business leader. The BWC program benefits the employer, the employee, the county, and all those who travel in the county. FCTSG supports BWC through the following activities:

- Calculate trip reduction at the Best Workplaces for Commuter sites in Fairfax.
- Continue to partner with Best Workplaces for Commuters to create a new “Best Sites” identification for developers, Shopping Malls and TMA’s.
- Present at conferences and the National BWC Awards Ceremony.

- Host Best Workplaces for Commuters Day event at a Board of Supervisors meeting; promotion of this event among employers and to the community and media.

## RESIDENTIAL OUTREACH

FCTSG works with residential properties to create community transportation programs tailored to their location and residents' travel preferences. The Commuter-Friendly Communities (CFC) program provides resources and incentives to encourage residents to utilize alternatives to driving alone. Specific program components include:

- Conduct an on-site transportation assessment and recommend a set of beneficial alternative commute options.
- Designate a Community Residential Transportation Coordinator.
- Survey residents on commuting behavior (such as commute mode shares and distance traveled), and prevalent attitudes about specific transportation services (e.g., public transportation) that are available to commuters in the County.
- Provide on-going support follow up on surveys.
- Provide regional transportation information materials that multifamily complexes and associations can distribute.
- Recognize sites with certificate from Fairfax County CFC program.

## TELEWORK

FCTSG actively promotes the development of formal telework policies or programs at Fairfax County employers. FCTSG helps employers demonstrate that teleworking is beneficial to both the employer and the employee.

Many resources and programs are available including some with incentives or tax breaks for the employer. For example, the *Virginia Telework Tax Credit Program*, qualified employers can receive up to \$50,000 in tax credits while helping their employees become more productive, reducing overhead expenses, preparing for business continuity, and decreasing their impact on air pollution and traffic congestion.

FCTSG also promotes *Telework!VA*. This program offers financial incentives, and has become the “go-to site” for employers interested in information about implementing a telework program at their worksite. A new Telework!VA program offering will provide free telework business technical assistance to help businesses develop telework policies and agreements from February 1, 2015 to December 31, 2016.

FCTSG supports teleworking through the following activities:

- Send telework program information to employers.
- Discuss benefits of teleworking at all outreach events.
- Capture and report on trip reduction efforts due to teleworking.
- Survey employers to identify active telework programs.
- Reinforce telework and remote access as part of a robust Continuity of Operations plan (COOP).

## MARKETING AND PROMOTION

FCTSG's marketing plan is updated each year to address the changing travel needs of Fairfax County residents, commuters and customers. As new Metrorail stations, park and ride lots, transit service changes, and bicycle/pedestrian infrastructure are developed and new opportunities become available, FCTSG adjusts its strategies and programs to provide transportation services and solutions that are relevant to those who live, work or do business in Fairfax County. The goal is to deliver an effective message to our audiences – residents, employees and employers – that transform them into engaged partners who are committed to improving mobility. The objectives of the marketing plan include:

- Improve mobility in Fairfax County by reducing traffic congestion and demand for single occupant vehicle (SOV) travel.
- Increase awareness and understanding of commute options.
- Motivate and encourage employers and commuters to use commute options.
- Establish and promote the County as a resource for connecting employers and commuters with travel choices.
- Provide commuters who travel in Fairfax County with an array of commuting options.
- Rebrand employer services participation levels (1-4) to include bronze, silver, gold and platinum.

In addition to general marketing and promotion, FCTSG staff provide targeted outreach around bicycling and walking, particularly related to supporting and promoting the county's pedestrian safety initiative and bicycle programs, including a Bike Benefit Match program. Through the Bike Benefit Match Program, the Fairfax County Employer Services Program will provide Fairfax County employers with financial assistance to implement an employee Bike Benefit program. Each employer will receive a fifty percent (50%) match for each employee that participates in the program. Specific activities include:

- Develop marketing materials which can include creating and printing of posters, table tops, tri-folds or pamphlets, specialized employer commuter bike maps and t-shirts.
- Work on Virtual Fairfax Bike to Work GIS Project.
- Hold special events including Bike to Work Day, Dump the Pump Day, Car Free Day and Try Transit Week.
- Start development and production of Reston Area Microfiber Bike map.
- Analyze and report on trip reduction for this activity. Track employers that have implemented bike programs by means of on-site analysis and surveys.
- Participate in pedestrian safety initiative (attend meetings, coordinate outreach).
- Participate in bicycle program (attend meetings, coordinate outreach).
- Continue to promote the Commuter Friendly Community (CFC) program with biking, walking components.

## PARK AND RIDE

FCTSG supports the park and ride program through the following activities:

- Monitor capacity at all facilities; promote options for facilities that fill up early.



- Respond to customer feedback.
- Provide information to customers regarding activities such as scheduled maintenance/construction or special events that might impact parking availability.
- Promote bike racks and lockers at Park and Ride.
- Seek out new Park and Ride locations.
- Create and update Park and Ride brochures/maps.

## OTHER PROGRAMS

FCTSG also promotes transit use through an incentive program to attract new riders. FCTSG developed the *SmartBenefits® "Plus50,"* an incentive program that offers employees a free \$50 SmarTrip® card just to try transit. Individuals who are new bus or rail riders and do not already own a SmarTrip® card are eligible to participate in the program. In order to take advantage of this incentive program the employer must first join the SmartBenefits Program. FCTSG promotes the "Plus50" program through the following activities:

- Distribute collateral marketing materials, flyers, posters, tabletops, tri-folds or pamphlets.
- Send program information to the public as requested.
- Track, analyze and report data on program results.

## CHAPTER 3: MISSION, GOALS AND OBJECTIVES

As part of Fairfax County DOT, the FCTSG supports the mission and vision for the Department:

### FCDOT VISION

*A world class transportation system for Fairfax County that enhances mobility of people and goods, safety, and the quality of life.*

### FCDOT MISSION

*To plan, coordinate, fund, implement and sustain a multimodal transportation system for Fairfax County that moves people and goods, consistent with the values of the community.*

The FCDOT vision and mission support the transportation goal of the Board of Supervisors, as noted in the 2013 Fairfax County Comprehensive Plan (as amended through 10-28-2014), which emphasizes the need to maximize the efficient use of the existing and future Fairfax County transportation system by reducing reliance on automobile travel. The Comprehensive Plan includes objectives that encourage TDM activities, including:

- Provide for both through and local movement of people and goods via a multi-modal transportation system that provides transportation choices, reduces single-occupancy-vehicle (SOV) use and improves air quality; and
- Increase use of public transportation and non-motorized transportation; and
- Promote Transportation Demand Management (TDM) to support efficient use of the county's transportation system.

### TDM PROGRAM GOALS AND OBJECTIVES

FCTSG supports the FCDOT vision and mission and the objectives of the Comprehensive Plan through activities that help enhance travel choices for residents, employees, and visitors to Fairfax County. By reducing peak period vehicle trips, FCTSG helps to **reduce traffic congestion** that wastes time and money; and **reduce air pollution and greenhouse gas emissions**, which supports public health and sustainability. As importantly, FCTSG provides information and services that help travelers meet their daily needs with less frustration from being stuck in traffic, **enhancing quality of life**. The programs also **support a business-friendly environment** in the County by making it easier for employees to get to work and by recognizing and rewarding employers that support flexible work schedules and alternatives to driving alone. Finally, FCTSG helps to **leverage substantial investments** made in transit, park-and-ride, bicycling, and walking infrastructure and services by raising awareness and incentivizing their use.

Ultimately, whether they utilize FCTSG services or not, residents and employees in Fairfax County benefit from the services provided, since the resulting reduction in congestion improves the quality of life for all those who live or work in Fairfax County.

FCTSG's has defined five key goals, along with supporting objectives, to guide its activities. These goals and objectives were originally developed through a collaborative process during the development of the Long Range TDM Plan (2011), and were modified in the FY 2015 Annual TDM Work Plan.

**Goal #1: Increase awareness and “buy-in” of TDM programs and FCTSG throughout the community and at all levels of local government.**

- 1.1 Increase awareness of FCTSG programs and services among the general public.
- 1.2 Gain support and increase awareness of TDM and FCTSG programs among Fairfax County agencies, departments, and sections; the Fairfax County Board of Supervisors; and other local governing bodies.
- 1.3 Coordinate TDM programs and advocacy with other transportation providers in the service area.

**Goal #2: Support the continued economic development and vitality of the service area.**

- 2.1. Become involved in the economic development process to ensure that potential clients are aware of FCTSG services from the very beginning.
- 2.2. Become more involved in the County's planning processes to help coordinate land use and transportation planning in the service area.
- 2.3. Become more involved in the land development/site plan review process in the service area to ensure that all sites are developed with consideration for TDM best practices.

**Goal #3: Continue to support the transportation and mobility needs of residents and employees in the service area by strengthening and expanding the reach of existing programs and services.**

- 3.1 Develop a plan for expanding the employer services team that addresses the need for a more professional sales-type team that can proactively recruit new employer clients and be more accessible to existing clients.
- 3.2 Increase awareness of TDM programs and FCTSG services at the highest levels of corporate culture by promoting TDM strategies to Chambers of Commerce and other business groups.
- 3.3 Encourage additional carpooling by implementing TDM incentive programs and expanding the capacity of park and ride lots in the service area as appropriate.

**Goal #4: Support the transportation and mobility needs of new and growing segments of the population in the service area.**

- 4.1 Investigate and implement additional TDM programs that will improve the efficiency of the existing transportation network and ensure that all residents have access to the transportation information and services they need.

4.2 Provide commuters who travel in Fairfax County with an array of commuting options.

4.3 Increase awareness and understanding of commute options.

**Goal #5: Continue to provide a high level of customer service and maintain a high level of client satisfaction.**

5.1 Establish and promote the County as a resource for connecting employers and commuters with travel choices.

5.2 Rebrand employer services participation levels (1-4) to include; bronze, silver, gold and platinum.

5.3 Track and monitor customer satisfaction to identify additional areas for growth and service improvement.

## CHAPTER 4: TDM PROGRAM OPERATIONS REVIEW

To inform the development of this six-year TDM plan, FCTSG and its consultant team conducted interviews with other departments within Fairfax County DOT and with peer agencies in Northern Virginia. Specifically, interviews were conducted with staff from the FCDOT Transportation Planning Division and the Bicycle Program within the Capital Projects and Operations Division to explore additional opportunities for intra-agency collaboration. Interviews were also conducted with staff who manage and operate TDM programs in Arlington and Loudoun Counties to learn more about their organizational structure, services, and resources in order to better understand how TDM is being implemented in other parts of the region.

### FCDOT PROGRAMS RELEVANT TO TDM

In addition to the TDM program services provided by FCTSG, FCDOT also has programs out of its Transportation Planning Division and Capital Projects and Operations Division that have direct implications and linkages to the TDM program. Two programs in particular are highlighted – TDM proffers development/compliance monitoring and the bicycle program – as they offer opportunities for increased coordination with FCTSG and enhancements to help support the effectiveness of these programs.

#### TDM PROFFERS DEVELOPMENT AND COMPLIANCE MONITORING

The Transportation Planning Division is responsible for reviewing traffic impact analysis and proffers associated with development proposals, which can play an important role in advancing TDM. A few years ago, the county changed its approach for developing proffers. Previously, the Site Analysis team drafted proffer agreements with detailed TDM strategies to be implemented once a development was occupied. Now, instead of identifying specific strategies, the proffer agreements establish a general trip reduction goal (i.e., single occupancy vehicle (SOV) use to and from the development).

Developers contribute towards a remedy fund (a one-time payment or an account that maintains a minimum balance, depending on the project), and these funds are available to the developer to implement TDM strategies. For developments near a Metro station, an additional incentive fund is established, which is a one-time contribution of funds that are used to provide incentives to encourage transit use, with an emphasis on first-time users. The funds are not directly provided to the county and are not used to fund the Fairfax County TDM program. If a development fails to meet its trip reduction goals, there is not a formal penalty; instead the Site Analysis team provides recommendations for improvement.

Once developers begin implementing TDM strategies, they may contact FCTSG or hire a consultant to help with developing their on-site TDM program and materials. If the developer uses FCTSG services, these are provided free-of-charge; in many cases, developers hire consultants directly to develop and implement site-specific TDM programs.

Proffer compliance monitoring focuses on whether trip reduction goals are met. Developers submit annual reports detailing the trip reduction performance measures and a description of the TDM activities available on-site. This data can be useful to FCTSG staff to know which services are available in each building (e.g., to inform employer outreach, etc.).

## BICYCLE PROGRAM

The Fairfax County Bicycle Program is housed in the FCDOT's Capital Projects Division. The program's budget is for capital projects only, and is used primarily for developing bicycle lanes and parking. The countywide Bicycle Master Plan (Phase I for Tysons Corner was completed in 2011)<sup>13</sup> includes goals and objectives related to education and outreach. However, without available funding for programming, the Bike Program is looking to develop partnerships to implement outreach and education activities.

Over the next few years, the Bike Program hopes to extend the regional Capital Bikeshare system into Fairfax County, starting with bikeshare stations in Reston, Tysons Corner and Merrifield. With the introduction of bikeshare, marketing and education will be even more important. The FCTSG TDM program can help promote bicycling as a transportation option by providing information on bicycle transportation options and bicycle education. FCTSG can also distribute accessories (i.e., bike lights and pant clips) to promote bicycle safety and contact information for the Bicycle Program staff. Another way to support the bicycling in Fairfax County could be to help provide funds for automatic bicycle counters, so that the county can begin to collect data on bicycle (and pedestrian) travel.

## TDM PROGRAMS OF PEER AGENCIES

Both Loudoun and Arlington counties operate TDM programs that include outreach to employers and residents, but at different scales of activity and levels of funding and staff. Arlington County, to the east of Fairfax County, is a densely populated, urban area with extensive transportation options, including public transit (rail and bus), bicycle and pedestrian facilities, bikesharing and carsharing, and significant investments in TDM programs. Loudoun County, located to the west, is an outer suburb of the Washington metropolitan region comprised of suburban and rural areas, with less extensive transit services and limited bicycle and pedestrian facilities. Loudoun County is currently served by local and commuter buses, but rail service will be introduced as part of Phase II of the Metro Silver Line development.

The purpose of the peer agency interviews was to learn more about TDM practices being implemented in other parts of the Northern Virginia region, and to provide insight into other program's organizational structure/staffing, TDM service options, and funding. [Table 3](#) provides a snapshot comparison of the TDM programs in Fairfax, Loudoun, and Arlington counties, including service area characteristics.

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<sup>13</sup> The Bike Program is limited to bicycle transportation. There is not a countywide pedestrian master plan or vision.

**Table 3. Peer Agency Review Summary<sup>14</sup>**

	<b>Fairfax County</b>	<b>Loudoun County</b>	<b>Arlington County</b>
<b>Service Area Geography</b>	400-square-mile service area including Fairfax County, City of Fairfax, Falls Church, Town of Vienna and Town of Herndon.	517-square-mile service area comprised of suburban, commercial and residential developments, as well as small villages and rural areas.	26-square-mile service area. Arlington is an urban county with several mixed-use/pedestrian- and transit-oriented developments (or urban villages).
<b>Service Area Demographics</b>	Population: 1,101,100 Jobs: 575,800	Population: 326,500 Jobs: 149,000	Population: 214,900 Jobs: 165,100
<b>TDM Services Provided</b>	TDM marketing; ride matching support; Guaranteed Ride Home; shuttle pool; vanpool; employer services/outreach; transit incentive program; Silver Line Metrorail outreach; employer recognition; bike commuter encouragement; telework outreach; and park and ride.	Distribution of information about transportation options; carpool/ridematching support; vanpool matching/leasing; Guaranteed Ride Home; employer services/outreach; telework outreach; bicycling and walking promotion; public transportation (commuter bus service and park and ride lots); incentive programs; and development proposal review related to transit or TDM proffers.	TDM marketing; outreach to employers, multi-family residential buildings and hotels; transit incentive program; development proposal review; commuter information services; transit ticket/pass sales; walking and biking promotion; operation and marketing of Arlington's stations within the regional bike sharing service; and in-house research and development program.
<b>TDM Staffing</b>	10 full-time County staff	Approximately 3 full-time County staff (5 in Department)	3 full-time County staff and 29 full-time contractors <sup>15</sup>
<b>TDM Organizational Structure</b>	TDM services are provided by the Fairfax County Transportation Services Group (FCTSG), a section of the FCDOT.	The TDM program is run by the Transit & Commuter Services Division of the Loudoun County Office of Transportation Services (OTS).	TDM services are provided by Arlington County Commuter Services (ACCS), a program within the Transportation Division of the Department of Environmental Services.
<b>Core TDM Program Budget</b>	\$1,008,940	Approximately \$500,000 <sup>16</sup>	\$5,887,100 <sup>17</sup>
<b>TDM Funding Sources</b>	State funding sources and local match	Federal and state funding sources, and local match.	Federal, state, and local funding sources as well as program-generated commissions and fees.

<sup>14</sup> Sources: Fairfax County *Annual TDM Work Plan (FY 2016)*; Loudoun County *Long-Range Transportation Demand Management Plan (2010)*; Arlington County *Transportation Demand Management Strategic Plan Update (2015)*; Virginia Employment Commission *Community Profile (Arlington, Fairfax, and Loudoun)*; U.S. Census Bureau, *2009-2013 5-Year American Community Survey*, and interviews with Loudoun County and Arlington County TDM program staff.

<sup>15</sup> The overall Arlington County Commuter Services (ACCS) program has 68 full-time employees, including 3 County staff and 65 contractor staff. However, staff associated with the Commuter Information Center, Distribution, and Commuter Stores were subtracted for comparability with the other counties.

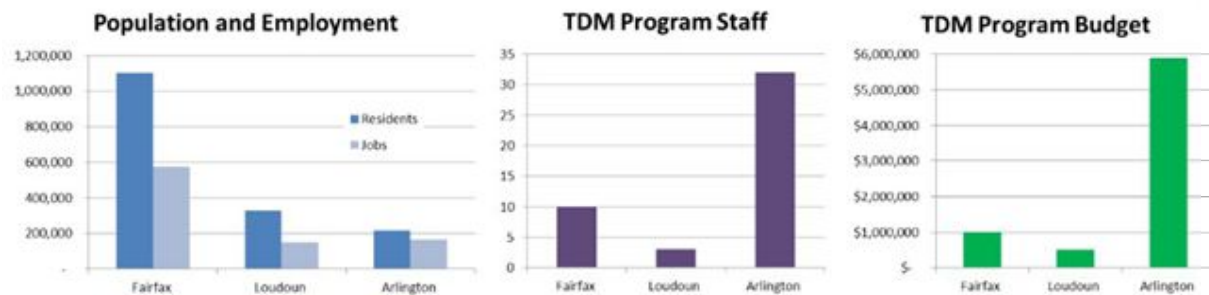
<sup>16</sup> Due to the structure of Loudoun County's Office of Transportation Services, in which all staff members spend time working on both transit and TDM programs, it is difficult to determine exactly how much of office's budget is directly attributable to TDM activities.

<sup>17</sup> The overall FY16 budget for ACCS is \$ 10,224,634, which includes retail stores, the Commuter Information Center, and distribution of printed transit information (not reflected in the table). These were subtracted for comparability with the other counties.

An examination of the neighboring counties reveals the potential for expanding TDM offerings in Fairfax County. Fairfax County has significantly more residents and jobs than Arlington and Loudoun counties, but its spending on core TDM programs is disproportionately low in relation to its customer base (see [Figure 6](#)). If calculated in terms of budget per customer base (sum of residents and jobs, recognizing that marketing can occur on both ends), Fairfax County's TDM program is funded at approximately \$0.60 per customer, compared to \$1.05 in Loudoun County and \$15.49 in Arlington County.

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**Figure 6. Peer County Comparison of Population, Jobs, and Core TDM Program Staffing and Budget**



In addition to the DRPT TDM Operating and the VDOT Employer Outreach grants, Arlington and Loudoun counties both use Federal Congestion Mitigation and Air Quality (CMAQ) Program funding. Arlington County also uses a range of other state and local funding sources as well as program-generated commissions and fees (e.g., transit fare sales, etc.). Some other funding sources include: VDOT Regional Transportation Control Measures funding; Transportation Project Management Assistance and Demonstration Project Assistance; County General Fund; Northern Virginia Transportation Commission; and local transit funding.

Brief highlights of both counties' programs are provided below for context.

#### LOUDOUN COUNTY: LOUDOUN COUNTY COMMUTER SERVICES

LCCS recently completed a program branding campaign to develop a logo, tagline and theme for the TDM program under the name Loudoun County Commuter Services (LCCS). The logo is now used online and in website and printed materials – to help present consistent messaging about the program.

LCCS is co-located with the transit department within the Loudoun County Department of Transportation. There are five full-time staff in the Transit and Commuter Services department. Each work on both transit and the TDM program, however, three of these positions are responsible primarily for TDM. It is considered an advantage that the TDM staff have transit expertise as well so that they can cross-promote programs depending on customer needs.

LCCS's program model relies on both providing customer service to individuals through its phone hotline, (managed in-house) and providing individualized event marketing for employers, as well as mass-marketing through web and print ads. Behind this approach, is the premise that people should receive information about transportation options at home and at work to help instill that people can use



transportation options for more than just commuting. In anticipation of the extension of the Metrorail Silver Line into Loudoun County, LCCS is planning to incorporate the promotion of Metro rail into its programming.

Currently, the primary sources of LCCS program funding are the DRPT TDM and Commuter Services grants, with matching funds provided by local gasoline tax revenues. However, the gasoline tax funds will be diverted to support Metrorail, so LCCS is in the process of identifying alternative revenue source. As of now proffers and the county's general fund are being considered.

#### ARLINGTON COUNTY: ARLINGTON COUNTY COMMUTER SERVICES (ACCS)

Arlington County Commuter Services (ACCS) is a significantly larger enterprise than that of Fairfax County or Loudoun County. Overall, ACCS is comprised of 68 employees -- including three County staff and the remaining staff split about evenly between two long-term contractors, plus some shorter-term contracts for marketing services.

One contractor operates a transit info distribution center that provides timetables for all transit services in the region, Commuter Stores (fare media sales), and a transit info call center, as well as manages electronic information screens at county buildings (Fairfax County similarly contracts for Commuter Stores and related services, so the staff and budget for these activities are not included in the peer comparison tables and figures).

The other contractor manages the core TDM outreach programs, which are comprised of:

- Arlington Transportation Partners, which provides TDM outreach to businesses, multi-family residential communities, developers and hoteliers;
- Mobility Lab (TDM research and development),
- the BikeArlington and WalkArlington programs that promote active transportation, and
- Capital Bikeshare Arlington

In addition, ACCS is comprised of a Marketing Team and TDM for Site Plan Development Team. Additionally, "Street Teams" (temporary hires, usually college students or young adults) conduct outreach at community events.

Social media and website content are key components of ACCS' marketing. ACCS uses social media (e.g., Facebook, Twitter, blogs, etc.) to help build culture and support travel behavior change. The program also engages local pedestrian and bicycle advocates to help promote active transportation; advocates volunteer at events.

ACCS is supported by a diverse revenue portfolio, including funds from: the federal Congestion Mitigation and Air Quality (CMAQ) program and the Surface Transportation Program (STP); state funding from DRPT TDM and Commuter Services grants, HP 2312 and TCF (commercial real estate tax), local funds from proffers, and transit marketing and the Arlington County General Fund. ACCS also has contracts with commuter rail services (VRE and MARC) and WMATA to sell transit fare media, which provide additional revenue.

## KEY OBSERVATIONS FROM PEER AGENCY REVIEW

The review of the TDM Programs in Loudoun and Arlington counties provided insights into the regional TDM landscape and potential funding opportunities. In particular, Arlington County demonstrates a very high level of investment in its TDM program, with significant efforts focused on employer programs, transit fare media, bicycling and walking outreach, and TDM research, relying in large part on contractors to run and operate the program, while Loudoun County has a program that is more similar to Fairfax County's.

Some notable lessons and observations from the peer agency review are:

**TDM is People-Intensive** – An effective TDM program combines targeted customer service as well as marketing, and requires interfacing directly with employers to support implementation of programs. Arlington County indicated that having a professionally-trained sales force and dedicated staff to manage online communications (website management and social media) are critical. Using contractors is a strategy for adding staff capacity that allows for more flexibility to adapt to program changes.

**Social Media is Important** – Social media has been an important tool for expanding program awareness and participation, particularly in relation to bicycle programs. While providing good infrastructure is important, in many cases, the social aspects are equally important in terms of encouraging increases in use. Social media has become an important component of today's marketing; having a dedicated staff is key.

**Diversify Funding Portfolio** – As illustrated in the peer agency interviews, there are other potential funding sources available for TDM, including local (general funds, proffers), state (HP 2313 and TCF), and Federal (CMAQ and STP). Arlington County, in particular, invests a significant amount of funds from CMAQ into its TDM program, generates funding from proffers from developers that go into the TDM program, and generates revenue from transit fare media sales. FCTSG could also consider these strategies, particularly given the significant amount of new development and proffer activity occurring in the Fairfax County.

**Create Stronger Linkage between Development Review and TDM Program** – In Arlington County, TDM staff work alongside planners to negotiate TDM proffers during the local site planning process. There is a standard agreement that may be customized for a particular development. Once a development is built, TDM staff also work with building staff to ensure compliance with proffer agreements. Increasingly, Arlington County has found that developers are interested in including TDM strategies, (e.g., bike parking, carsharing, etc.) as they can be amenities to help attract residents and employers, and the tenants see ACCS as a valuable resource.

**Use Branding and Messaging to Enhance Outreach** – Visual branding helps to create recognized programs that are positively viewed by employers and the public. A logo and a style guide (color palate and font style) help to ensure consistency among printed and online materials. Messaging is important as well. Loudoun County uses the phrases "transportation choices" or "transportation options" – instead of "transportation alternatives" – which tend to have a more positive connotation. Arlington County has

designed mode-specific programs around transit, bicycling, and walking to reach different key target audiences, and has branded these individual programs.

## CHAPTER 5: SERVICE CHANGES AND EXPANSION PLAN

Over the next few years, Fairfax County will experience ongoing changes to the local transportation system. With the new express lanes that are free-of-charge for HOV-3 carpools and vanpools, new Silver Line Phase 2 metro stations and associated changes in transit services, and new bicycle and pedestrian infrastructure, there will be more transportation options available for residents and workers, making car-light or car-free travel more feasible and appealing to more residents and employees. Yet, TDM outreach and marketing is needed to help ensure that residents and workers are aware of and utilize these new transportation options.

Additionally, as Fairfax County continues to market itself to attract new businesses and residents, TDM can play an important role in supporting economic development by helping to create a less congested, more reliable transportation system – making Fairfax County a more livable place to reside and work. With recent major transportation “mega-projects”, FCTSG staff have been stretched thin in responding to all of the needs. These challenges are expected to continue with increased project construction activity for I-66 and other regional and local projects.

Below is a list of currently unfunded TDM program enhancements that are priorities for FCTSG during the TDMP six-year horizon to help meet growing needs and opportunities in the county. FCTSG assigned priority levels to the proposed enhancements, based on level of effort, resource requirements, and external factors (project schedule for the associated transportation projects, etc.).

### PROPOSED PROGRAM ENHANCEMENTS

#### **Bicycle and Pedestrian Coordinator**

**Priority: High**

This enhancement would fund a dedicated position responsible for encouraging walking and biking in Fairfax County, by raising awareness of existing facilities and connectivity, and promoting safe bicycling and pedestrian behaviors. Fairfax County has invested, and continues to invest in bicycle and pedestrian infrastructure through the capital projects program. However, programming around bicycle and pedestrian transportation – which is critical to encouraging use, particularly among new users – is needed. A dedicated bicycle and pedestrian coordinator would support broad marketing of bicycling, including educational events focused on bicycle safety and promotion of a positive culture and attitudes around bicycling and walking, as well as support in establishment of bike sharing in the county.

#### **Increase Outreach Staff**

**Priority: High**

FCTSG has a small number of outreach staff in relation to the size of the employment and residential base in Fairfax County, in comparison to TDM programs in peer counties. Increasing the number of outreach staff would enable FCTSG to reach more employers more often, as well as potentially expand the level of activity with multi-family dwellings and homeowners associations to support the residential end of trips.

The Long Range TDM Plan (2011) identified increasing the employer salesforce as a priority, noting that: “... over the next six years FCTSG will begin to expand their employer services team and transition it into a sales force. This change will allow for a more proactive approach to employer outreach as opposed to

the reactionary ‘putting out fires’ approach that currently is employed due to limits on staff time. Additional team members, with sales experience as well as knowledge of TDM practices, will prove to be valuable resources. One additional staff member in this area should be hired as soon as funding can be secured; additional personnel, potentially three new team members, will be needed in 2013 when the VDOT Megaprojects ends support for the three employer outreach staff members in Tysons Corner. It may be possible to outsource the Tysons Corner employer services similarly to the existing contract with DATA for the Dulles Area, but the cost will be approximately the same.”<sup>18</sup>

The funding needed for additional outreach staff as anticipated in the Long Range Plan was not secured to enable these new positions by 2013, but is still a key need. FCTSG staff are often requested to provide TDM services in response to a growing list of project needs (e.g., to support large project construction management plans, outreach around the opening of the Metro Silver Line, etc.). As the County continues to grow, FCTSG needs the resources for additional staff capacity to adequately and more proactively serve growing needs. These staff could be in the form of County staff or contractors.

#### **Targeted Outreach for Silver Line Phase II**

**Priority: High**

The second phase of the Metro Silver Line development is now underway, which will extend Metrorail service from Reston to Dulles Airport and beyond in neighboring Loudoun County. As with the opening of the first phase, FCTSG will provide outreach around the Silver Line extension informing employers, residents and workers about the new options for rail travel, as well as associated bus service changes. This program enhancement will allow FCTSG to provide a targeted outreach campaign to employers and residents in service areas around the new Silver Line stations in Reston and Herndon, including development of new collateral materials, advertising, and events. These activities will not only coincide with changes in Fairfax Connector services, but also can encourage increased bicycling and walking in station areas, as well as carpools to new park and ride facilities.

#### **Targeted Outreach Initiative to Hotels and Tourism Bureau**

**Priority: High**

The hospitality sector is a growing industry in Fairfax County – attracting business travelers as well as tourists visiting the Washington, DC area – and is an untapped market for TDM. Targeted outreach to hotels and the Fairfax County Tourism Bureau will provide information about transportation options, including Metrorail, Fairfax Connector bus services, biking, and walking, to hotel staff and visitors to the area. The effort will help to educate hotel staff to be informed about options when advising guests about travel options, to encourage properties near transit to market car-free options, and will include distribution of targeted transit schedules and brochures to hotel properties and locations holding events (such as festivals, concerts, and shows).

#### **Targeted Outreach Initiative for HOV-3 / I-66 Express Lanes**

**Priority: High**

The planned development of free HOV-3 use of new Express Lanes on I-66 outside the Beltway and conversion of I-66 inside the Beltway to HOT lanes will create new incentives (faster travel time, usage without paying a toll) for ridesharing. Building on the network of express lanes along I-95 and I-495 that

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<sup>18</sup> Fairfax County Transportation Services Group, “Long-Range Transportation Demand Management (TDM) Plan” prepared by Cambridge Systematics, January 2011, p. 5-3.

allow free HOV-3 use, FCTSG will provide targeted marketing to residents and employers in these corridors to support vanpool and carpool formation and to market the advantages of ridesharing.

#### **Refine Brand Identity**

**Priority: Medium**

Branding is an important part of any marketing effort. FCTSG needs to continue to refine its brand identity to ensure a consistent visual element across all printed and online marketing materials. Additionally, as Tysons Corner evolves into a denser, urban area FCTSG may be able to leverage its branding and marketing efforts to help develop customized branding in partnership with TYTRAN.

#### **Commuter Challenge**

**Priority: Medium**

A commuter challenge program provides incentives to encourage workers to use the range of transportation options available for commuting. While FCTSG already administers several innovative incentive programs, a commuter challenge for Fairfax County employees will help raise awareness of recent service changes and expansions.

#### **School Pools**

**Priority: Medium**

SchoolPool is a program run by the regional Commuter Connections Program to promote activities that encourage school children to carpool, walk and bike to school. While Fairfax County Public Schools currently has active programs at many schools, in coordination with Parent Teachers Associations (PTAs) to encourage carpooling, walking, and biking to school, the FCTSG has not played an active role in this effort. Through outreach, incentives, and additional programs, FCTSG can increase the reach of these efforts to introduce local students at a young age to the various options available for traveling around their communities.

## CHAPTER 6: FINANCIAL PLAN

Since the formation of the program, FCTSG's primary funding sources have been grants provided by statewide agencies, along with local matching funds. Currently the program is funded by grants from DRPT and VDOT. An annual State TDM grant awarded by DRPT along with a 20% local match, provides about two-thirds of FCTSG's funding and an Employer Outreach Grant from VDOT provides the remaining funds.

This chapter presents a base operating budget that includes a baseline level of operations, as well as a projected budget to cover the proposed program enhancements. These enhancements have been phased to allow for growth in the program incrementally, but will require new and diversified funding sources. This financial plan also identifies potential opportunities for the additional revenues that will be needed to support enhancements.

### **BASELINE LEVEL OF OPERATIONS**

The base operating budget includes the existing activities of FCTSG's core programs. For FY 16, the anticipated total operating budget is \$1,038,944, covered by the DRPT (includes a 20% local match) and VDOT grants. As a result of being housed in within FCDOT, FCTSG benefits from a significant amount of shared overhead costs and staff resources; some of FCTSG's programs also receive support from Commuter Connections and are paid for on a regional basis.

Because TDM outreach generally requires a person-to-person approach, personnel costs are the largest operating expense for FCTSG, comprising approximately 80 percent of the estimated FY16 budget. The baseline FY16 budget includes a new approved position for a social marketing coordinator. Printing and advertising are also key components of providing TDM services, making up approximately 8% of operating expenses. TDM program subsidies, and a contract with DATA for TDM services in the Dulles Area, make up the other largest expenses.

Table 4 presents the projected operating budget to maintain FCTSG's current level of effort over the course of this six year plan. This budget assumes a 2.5% annual increase in personnel costs to account for salary adjustments to ensure continuous program operation. This base operating budget assumes that current operating costs will grow generally at this minimal level over the plan's six-year horizon, with some cost elements experiencing no growth. This funding scenario is a very lean budget, and is lower than the estimated 3% annual increase in operating expenses included in the Long Range TDM Plan. This funding scenario will allow FCTSG to continue its current core programs, but will not enable FCTSG to increase staff levels, marketing activities, or incentives, or to create or expand any programs unless other funds are secured. Moreover, given the scope of new transportation projects and needs facing FCTSG, this baseline level of operations means that staff will continue to be stretched thin and limited new initiatives will be able to be undertaken to support the growing base of employment, along with bicycle/pedestrian projects, transit services, and rideshare opportunities in the county.

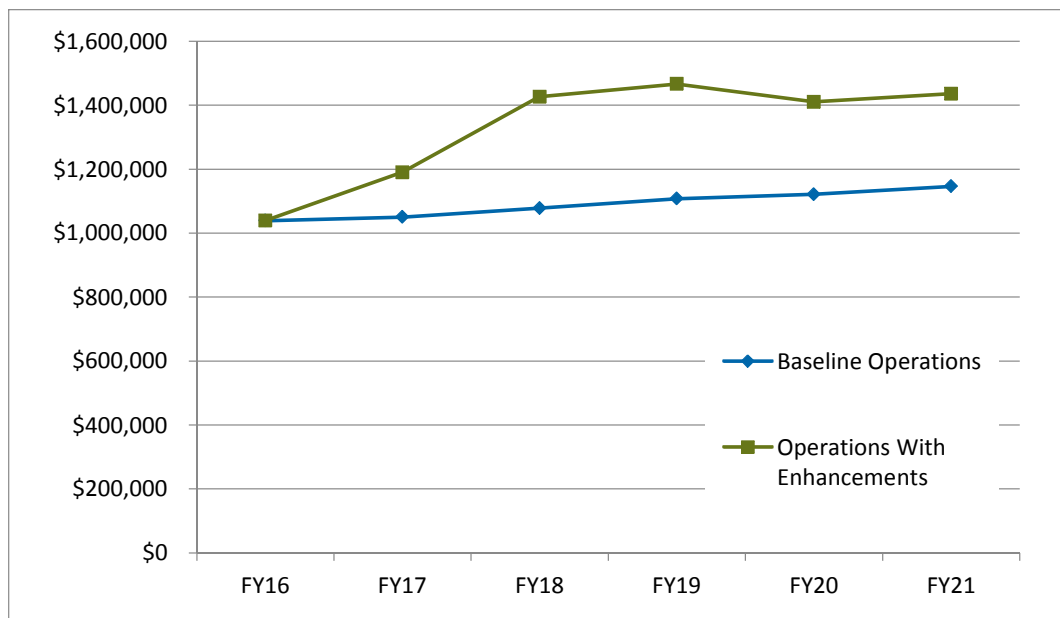
## UNFUNDED PROGRAM ENHANCEMENTS

The program enhancements identified in Chapter 5 are critical to expanding FCTSG's TDM services in light of the opportunities presented associated with major new transit, carpooling, and bicycle and pedestrian projects. (These program enhancements are not included in the baseline operating budget, as FCTSG has not yet secured funding.) [Table 5](#) provides a brief description and estimated cost for each proposed program enhancements by year. Some of these operating expenses are on-going (those largely reflecting increased staff capacity) while others are one-time campaigns associated with specific needs. For enhancements that include new staff capacity, these may be in the form of additional county staff or contractor staff.

Starting in FY17, program enhancements would increase the cost of operations and would require increased revenue to support these ongoing costs. The enhancement plan assumes a phased approach. For instance, the plan includes two new outreach staff, but has phased this with the addition of one new outreach staff person in FY17 and two in FY18 to FY21. Since the enhancements include targeted activities around the Silver Line Phase II and the I-66 HOT lanes, costs increase in particular at FY19, with the assumed opening of these projects. New outreach staff will also be in place by then to support the increased level of outreach activity. Some desired program enhancements, such as the Commuter Challenge and School Pools effort are phased to start in FY18 to FY21, but ideally, if funding can be secured, these initiatives are desired to be initiated considerably earlier.

[Figure 7](#) shows the year-by-year operating budget estimates under the baseline and enhancement scenarios.

**Figure 7 Baseline and Enhanced Operating Budget Estimates**





**Table 4. Six-Year Baseline Budget for Operating Expenses (includes both VDOT and VDRPT funding)**

Expense Category	Budget Assumptions	FY16	FY17	FY18	FY19	FY20	FY21
<b>Salaries/Wages/Administration</b>	Assumes 2.5% increase per year	\$516,807	\$529,727	\$542,970	\$556,545	\$570,458	\$584,720
<b>Fringe Benefits</b>	Assumes 2.5% increase per year	\$220,869	\$226,391	\$232,050	\$237,852	\$243,798	\$249,893
<b>Indirect Cost</b>	Assumes 2.5% increase per year	\$80,047	\$82,048	\$84,099	\$86,202	\$88,357	\$90,566
<b>Advertising &amp; Promotion Media*</b>	Assumes 2.5% increase per year	\$41,000	\$35,250	\$36,131	\$42,609	\$37,960	\$38,909
<b>Education &amp; Training</b>	Assumes 2.5% increase per year	\$1,400	\$1,435	\$1,471	\$1,508	\$1,545	\$1,584
<b>DATA Contract</b>	Assumes fixed amount	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
<b>Printing &amp; Reproduction</b>	Assumes 2.5% increase per year	\$33,421	\$34,257	\$35,113	\$35,991	\$36,891	\$37,813
<b>Professional Services</b>	Assumes 2.5% increase per year	\$5,000	\$5,125	\$5,253	\$5,384	\$5,519	\$5,657
<b>Supplies</b>	Assumes 2.5% increase per year	\$5,200	\$5,330	\$5,463	\$5,600	\$5,740	\$5,883
<b>Equipment</b>	Assumes 2.5% increase per year	\$1,500	\$1,538	\$1,576	\$1,615	\$1,656	\$1,697
<b>TDM Program Subsidies</b>	Assumes increase following Silver Line marketing	\$45,000	\$40,000	\$45,000	\$45,000	\$40,000	\$40,000
<b>Travel</b>	Assumes 3% increase, due to fuel cost uncertainty	\$3,700	\$3,811	\$3,925	\$4,043	\$4,164	\$4,289
<b>Consultants</b>	Assumes fixed amount	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
<b>Baseline Operations</b>		<b>\$1,038,944</b>	<b>\$1,049,911</b>	<b>\$1,078,053</b>	<b>\$1,107,348</b>	<b>\$1,121,088</b>	<b>\$1,146,011</b>

\* Includes capital cost of tablets every 3 years.

Table 5. Unfunded Program Enhancements

Program Enhancement	Description	FY16	FY17	FY18	FY19	FY20	FY21
<b>Bicycle and Pedestrian Coordinator</b>	Salary/wages and fringe benefits for one new staff position or contractor.		\$65,000	\$66,625	\$68,291	\$69,998	\$71,748
<b>Increase Outreach Staff</b>	Assumes contract staff - initially one additional outreach staff in FY17, two in FY18 to FY21.		\$75,000	\$146,875	\$150,547	\$154,311	\$158,168
<b>Targeted Outreach for Silver Line Phase II *</b>	Marketing and outreach collateral, advertising.			\$40,000	\$ 60,000		
<b>Targeted Outreach to Hotels and Tourism Bureau</b>	Marketing and outreach collateral, and staff outreach.			\$40,000			
<b>Targeted Outreach Initiative for I-66 HOT Lanes*</b>	Marketing and outreach collateral, advertising.				\$40,000		
<b>Refine Brand Identity</b>	Revised brand and marketing collateral for general outreach.			\$40,000			
<b>Commuter Challenge</b>	Organize and administer program.					\$25,000	\$20,000
<b>SchoolPools</b>	Initial materials and incentives, with additional staff time in 2nd year and thereafter.			\$15,000	\$40,000	\$40,000	\$ 40,000
<b>Total Enhancements</b>		\$0	\$140,000	\$348,500	\$358,838	\$289,308	\$289,916
<b>Baseline Operations Plus Enhancements</b>		\$1,038,944	\$1,189,911	\$1,426,553	\$1,466,185	\$1,410,397	\$1,435,928

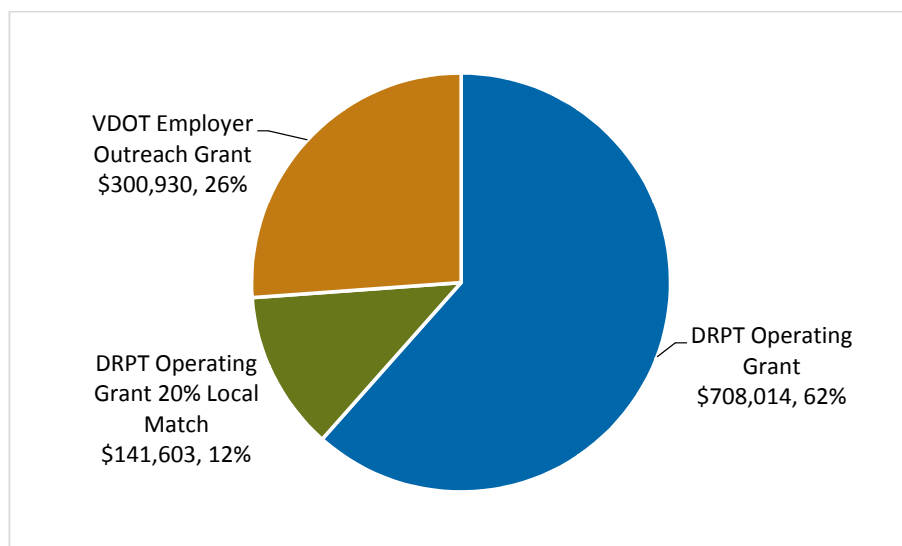
\* Beyond on-going outreach assumed in baseline budget.

## REVENUES

This plan presents both constrained (baseline) and unconstrained (program enhancements) funding scenarios for the six-year horizon. Currently, the FCTSG is funded primarily through the DRPT Operating Grant and the VDOT Employer Outreach Grant (see [Figure 8](#) ~~Figure 8~~).

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Figure 8. FCTSG Revenue Sources, FY16



## DIVERSIFICATION OF FUNDING SOURCES

In the past, FCTSG has not pursued other revenue sources for the TDM program, other than these two state grants. However, the peer agency review identified several potential funding sources for the FCTSG, which should be explored and considered to support the plan enhancements desired. These options include:

### Federal Funds

- **Congestion Management Air Quality (CMAQ) Program** – CMAQ provides funding for projects that support improved air quality and provide congestion relief in areas that do not meet national air quality standards (the Washington metropolitan area is in nonattainment). Projects eligible for CMAQ funds include projects or programs that reduce single occupant vehicle travel or shift travel demand to other transportation modes. As a result, CMAQ funds can be utilized to support on-going operations of the TDM program. As an example, Arlington County's ACCS program is expected to utilize approximately \$4.463 million in CMAQ funds in FY16.
- **Job Access Reverse Commute (JARC) Program** – Administered by DRPT, Federal Transit Administration (FTA) Section 5316 grants support the operating and capital costs of special programs designed to connect unemployed and low-income individuals to jobs. Grants cover up to 50 percent of eligible operating expenses, and could potentially be used for specific pilot

program efforts designed to support access to jobs. These funds could not be used for general TDM program outreach activities and enhancements that are of highest priority in this plan.

#### State Funds

- **DRPT Transportation Project Management Assistance** – Transportation Project Management Assistance provides support for new or expanded transportation services and facilities that help reduce the reliance on single occupancy vehicles at the community, regional, and state level. Eligible recipients include state and local government, transportation district commissions, public service corporations, planning district commissions, transportation management associations, and private corporations who participate in projects through contractual arrangements with eligible recipients. The grant funds projects in all categories of TDM strategies and public transportation, but emphasizes projects that reduce VMT by single occupancy vehicles, involve economic development through the private sector, improve inter-connectivity among modes, increase vehicle occupancy, and utilize technology to improve TDM services and public transportation. Transportation Project Management Assistance grants fund projects at the maximum state ratio of 80%.
- **DRPT Demonstration Project Assistance** – Demonstration Project Assistance provides funding for projects that seek to improve the efficiency of public transportation providers, offer creative approaches to identify and access public transportation markets, raise the productivity and utilization of existing public transportation services, and increase private sector involvement in public transportation. Both technology and safety and security are recognized as areas with increasing need within this grant program. Eligible recipients include local and state governments, transportation district commissions, public service corporations, and TDM/commuter assistance agencies. Demonstration Project Assistance grants can fund the following expenses: administrative net costs, capital costs for materials and equipment, operating costs, and the costs associated with conducting system wide or issue specific planning studies or developing systems engineering requirements and concept of operations documents. These grants fund projects at the maximum state ratio of 95%. Demonstration Project Assistance may be most appropriate for specific pilot efforts such as School Pools, Targeted Outreach to Hotels and Tourism Bureau, and Targeted Outreach Initiative for I-66 HOT Lanes.
- **DRPT Technical Assistance** – This grant program provides technical assistance for projects that provide commuter assistance or improve public transportation. Eligible recipients of technical assistance grants include local and state government, transportation district commissions, public service corporations, planning district commissions, human service agencies involved in rural public transportation, and TDM/commuter assistance agencies. Eligible expenses for these grants include the cost of preparing technical studies, such as transit feasibility studies, transit development plans, public transportation or commuter assistance related services, and more. Through technical assistance grants, projects are funded at the maximum state match ratio of 50%.

- **Funding Available via HB 2313** – As a result of the State Transportation funding plan approved in 2013 by the General Assembly (HB 2313), new transportation funding is available. A portion of this funding is directly available to the County, while some funding is allocated regionally by the Northern Virginia Transportation Authority (NVTA). While the NVTA allocated funding is designed to support projects with regional benefits, a portion of local funding that is being directed to transit and bicycle and pedestrian projects could potentially be used to support outreach efforts to promote use of these multi-modal transportation options. Specifically, HB 2313 funds could be allocated toward appropriate project implementation costs such as staff time and direct costs associated with marketing for projects such as bike trails, sidewalks, or new bus services.

#### Local / Other Funds

- **TDM Proffers** – Contributions from local site plan development (i.e., Remedy Fund and Incentive fund) could potentially be negotiated and directed to Fairfax County's TSG to provide targeted assistance to businesses and residents within the development area subject to the proffers. Arlington County uses this approach, with approximately \$530,000 in FY16 projected associated with site plan contributions/proffers.
- **Non-profit / Private Funds** – Foundations, public-private partnerships, and other private-sector contributions are another potential source. While these funds are unlikely to provide general operating support, grants may fund specific TDM projects or program efforts. For instance, currently, many developers who have TDM proffers hire consultants to develop a TDM plan and/or to provide TDM services. FCTSG could potentially offer targeted TDM program development and outreach services to developers during the proffer development process for a fee, or could collaborate with TYTRAN to provide some services that are paid by land owners.

## CHAPTER 7: TDM PROGRAM PERFORMANCE MEASUREMENT

Performance measurement plays an important role in tracking progress toward achieving FCTSG's goals and objectives, and in helping to evaluate the impact of the TDM program services offered. FCTSG tracks a wide range of performance measures for its TDM programs, ranging from activity metrics (for instance, number of employer meetings) to outcomes (for instance, number of new vanpools formed, vehicle miles traveled reduced).

The performance measures in this TDM plan are a subset of the measures identified in the Long Range TDM Plan. The list below identifies a subset of key activity- and outcome-related performance measures for the TDM Program, which are tracked on a quarterly basis and reported in the Quarterly Activity and Outcome Report submitted to DRPT and VDOT.

### Activity-Related Performance Measures

- Employer TDM meetings
- Employer site visits
- Prospective employers (all levels)
- Total email impressions
- New employers contact
- Employer follow-ups
- Broadcast emails or mailings
- Stakeholder meetings attended (Economic Development Authority, Home Owners Association, Commuter Connections, etc.)
- Awards
- Residential TDM meetings
- Acrylic display
- Pamphlets distributed
- Base Closure and Realignment (BRAC) meetings

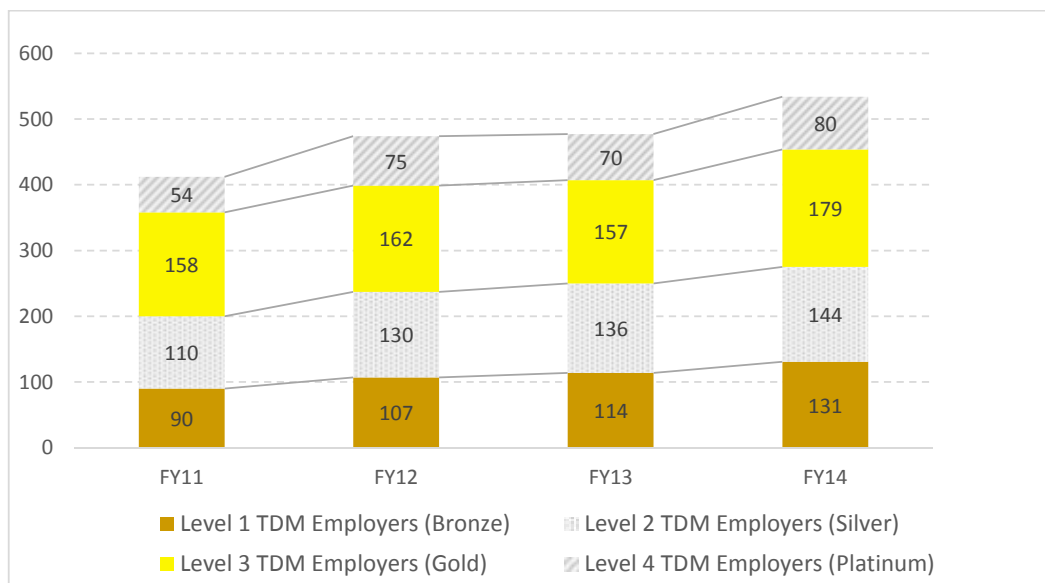
### Outcome-related Performance Measures

- New Best Workplaces programs
- New residential TDM programs
- Ride matching
  - New applications
  - Follow ups
  - Re-registrants
  - New ride matches attempted
  - New Guaranteed Ride Home registrations
  - Transit requests
  - Total ride matching database (Fairfax)
- Total vanpools operating

- Daily ShuttlePool Trips
- Employers with shuttles
- Fairfax County Commuter Benefits Program participants
- Number of County vanpools operating
- Number of County employees vanpooling into government sites
- TDM proffer programs added
- BRAC related TDM programs added
- Daily vehicle trips reduced by:
  - New vanpool riders
  - Transit Benefits Programs
  - Telework

By tracking performance measures, FCTSG is able to assess progress towards its goals and objectives, and the success of outreach activities, as well as areas of improvement. [Figure 9](#) demonstrates that the number of employers in the county providing TDM services or incentives for their employees has continued to grow over the past several years. Growth has occurred at all levels – from Level 1 (Bronze) employers providing a basic level of support through Level 4 (Platinum) employers providing a wide range of incentives and support to their employees. This growth in employer participation has occurred through targeted employer outreach, including promotion of the Best Workplaces for Commuters Program.

**Figure 9. TDM Employers by Level, FY11 to FY14**



[Table 6](#) below highlights several additional outcome-related performance measures for the TDM Program over the period FY11 to FY14. Fairfax County experienced a reduction in new rideshare applicants and guaranteed ride home registrations while the rideshare coordinator position was vacant during FY13 and FY14. The position was filled in early FY15, with expected increases in these metrics.

Meanwhile the BWC sites recognized has grown significantly, along with estimated daily trip reductions due to transit benefits programs and telework.

**Table 6. TDM Program Performance Data, FY11 to FY14**

<b>Metric</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>
<b>New Rideshare Applicants</b>	712	403	332	293
<b>New Guaranteed Ride Home Registrations</b>	533	558	399	207
<b>Daily Trips reduced by new Vanpool riders</b>	75	92	133	96
<b>BWC Sites Recognized</b>	11	17	29	38
<b>Employees impacted by BWC Program</b>	43,500	62,341	84,641	153,865
<b>Daily Trips reduced by Transit Benefits Program</b>	7,564	7,918	8,100	9,644
<b>Daily Trips Reduced by Telework</b>	2,300	2,300	4,650	6,597



ACTION - 16

Approval of Agreement for the Utilization of Congestion Mitigation and Air Quality (CMAQ) Funds Between the Virginia Department of Transportation ("VDOT") and Fairfax County for Fiscal Year 2016 Transportation Demand Management (TDM) Programs

ISSUE:

Board of Supervisors' approval of an agreement ("Agreement") with VDOT for the receipt and use of CMAQ funds in the amount of \$311,463 for the promotion of TDM programs in FY 2016. The grant period runs from July 1, 2015, through June 30, 2016.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached Agreement and authorize the Director of the Department of Transportation to execute the Agreement on behalf of the Board.

TIMING:

Board action is requested on September 22, 2015, to continue implementation and promotion of TDM programs in Fairfax County for FY 2016.

BACKGROUND:

The Transportation Control Measure (TCM)-47c was adopted in the FY95-00 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. This measure will encourage private sector employers with more than 100 employees in the Metropolitan Washington region to voluntarily implement alternative commute (trip reduction) programs and is now classified as a Transportation Emission Reduction Measure (TERM). The funding in the grant is provided to Fairfax County to assist with educational, promotional and / or other related TDM assistance within the Northern Virginia District.

FISCAL IMPACT:

The County will receive funding of \$311,463 composed of \$249,170 in federal CMAQ funds and \$62,293 in state matching funds that will be deposited in Fund 50000 (Federal-State Grant Fund). No funding is required from the County. The grant period runs from July 1, 2015 through June 30, 2016.

Board Agenda Item  
September 22, 2015

ENCLOSED DOCUMENTS:

Attachment I: Agreement for the Utilization of Congestion Mitigation and Air Quality Improvement (CMAQ) Funds for Fiscal Year 2016.

Attachment II: Resolution

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Department of Transportation

Beth Francis, Chief, Transportation Marketing Section, Department of Transportation

Walter E. Daniel, Jr., Transportation Marketing Section, Department of Transportation

Daniel Robinson, Assistant County Attorney

**AN AGREEMENT FOR  
THE UTILIZATION OF CONGESTION MITIGATION AND AIR QUALITY  
IMPROVEMENT (CMAQ) FUNDS  
IN FAIRFAX COUNTY**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ in the year **two thousand and fifteen**, by and between the Commonwealth of Virginia, Department of Transportation, hereinafter called the DEPARTMENT, and **Fairfax County**, hereinafter called the LOCALITY.

WHEREAS, the LOCALITY has submitted a Scope of Work for undertaking certain activities related to the promotion of Travel Demand Management (TDM) programs in the Northern Virginia District; and

WHEREAS, the DEPARTMENT has concurred with this Scope;

NOW, THEREFORE, the DEPARTMENT and the LOCALITY do hereby agree as follows:

**ARTICLE I - PURPOSE OF FUNDS**

CMAQ funds made available under this AGREEMENT are to be used in cooperation with the DEPARTMENT for TDM activities. The purpose shall be to provide educational, promotional and / or other related TDM assistance within the Northern Virginia District. A scope of work is attached in accordance with ARTICLE III which promotes the reduction of single-occupant auto usage in order to achieve at least one of the following objectives:

- Reduction of traffic congestion
- Promotion of alternative transportation modes
- Improvement of air quality

**ARTICLE II - SOURCE OF FUNDS**

Under the provisions of the Title 23 of the United States Code, CMAQ funds are available to the COMMONWEALTH for use in CMAQ-eligible projects. The sum of **\$311,463** composed of **\$249,170** in federal CMAQ funds and **\$62,293** in state matching funds shall be provided and made available to the LOCALITY for expenditure in FY16. This amount is provided to carry out the work activities described in the approved project scope of work incorporated in Attachment A.

The total amount of CMAQ funds allocated to LOCALITY and reimbursable under this agreement is **\$311,463**. Federal funds cannot be used to match in-kind service.

### ARTICLE III - SCOPE OF WORK

The transportation planning activities to be financed with CMAQ funds are described in a Scope of Work developed by the LOCALITY and attached to this AGREEMENT as Attachment A. Any change in the character or extent of the work to be performed with CMAQ funds shall require an amendment to the Scope of Work and approval by the DEPARTMENT. Such requests must be received and approved prior to the expenditure of CMAQ funds for these activities.

Unless authorized in writing by the DEPARTMENT, the LOCALITY shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written consent of the DEPARTMENT. The DEPARTMENT will review and approve Request for Proposals which use CMAQ funds prior to their issuance. All requests or invitations for bids, proposals, qualifications, or interest, or other official procurement processes, however referred to by the LOCALITY, must receive written consent by the DEPARTMENT prior to advertisement or issue.

Those activities and description of work documented in the approved Scope of Work and any subsequent amendments thereto as approved by the DEPARTMENT are hereby approved for CMAQ funding subject to the conditions of this AGREEMENT.

### ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the LOCALITY actual costs as defined herein.

Payments shall be made under the terms set forth in the Scope of Work.

All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-87, Cost Principles for State and Local Governments. Additional auditing requirements are set forth in Attachment B.

Any expenditure made or work or grant proposal performed by the LOCALITY on activities contained in the attached scope of work prior to the execution of this agreement by the DEPARTMENT will not be eligible for reimbursement.

### ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The LOCALITY shall document expenditures and progress in executing the Scope of Work through the invoicing and reporting requirements established in Tasks 5 and 7 of the Scope.

## ARTICLE VI - PERFORMANCE PERIOD

Work to be performed under this AGREEMENT shall be initiated no sooner than July 1, 2015, and completed within the period established in the Scope of Work.

## ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from this Planning Process in LOCALITY.
2. Withdrawal of the LOCALITY from this Planning Process.
3. By mutual agreement of the parties.

In the event of termination under provision 1 at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provision 2 said termination shall be effective the date of notification. In the event of termination under provision 3 said termination shall be effective when both parties have signed an agreement to terminate. Work completed up to the date of notification or agreement to terminate shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the LOCALITY shall become the property of the DEPARTMENT.

## ARTICLE VIII - RETENTION OF COST RECORDS

The LOCALITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 49 CFR Part 18 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the LOCALITY, for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

## ARTICLE IX - PUBLICATION PROVISIONS

The LOCALITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT for review and approval prior to publication and distribution.

All materials published by the LOCALITY or subrecipient shall:

1. contain an acknowledgment, "Prepared in cooperation with the Northern Virginia District of the Virginia Department of Transportation", and
2. comply with all appropriate state and federal laws.

#### ARTICLE X - SETTLEMENT OF DISPUTES

Any factual disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and his decision shall be final.

Any legal disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and their decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

#### ARTICLE XI - COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of Title VI of the Civil Rights Act of 1964 as set out in Attachment C, attached hereto, and made a part of this AGREEMENT by reference.

#### ARTICLE XII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2-4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in Attachment D attached hereto and made part of this AGREEMENT.

#### ARTICLE XIII - DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES

In connection with the performance of this AGREEMENT, the LOCALITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The

LOCALITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program, the Virginia Public Procurement Act requirements and use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of 49 CFR Part 26, as amended, and set out in Attachment E attached hereto, and made part of this AGREEMENT by reference.

Further, the LOCALITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

#### ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the LOCALITY.

#### ARTICLE XV – CERTIFICATIONS

The LOCALITY and the DEPARTMENT acknowledge that neither the representative for the LOCALITY nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

#### Prohibition Against the Use of Federal Funds for Lobbying

The prospective contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The prospective contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

For contracts of \$100,000 or more, the prospective contractor shall submit to the LOCALITY a signed "Certification of Restrictions on Lobbying," and shall require all subcontractors with contracts of \$100,000 or more to submit to the prospective contractor and the LOCALITY such signed certifications.

#### ARTICLE XVI – LIABILITY WAIVER

The LOCALITY shall not seek redress for damages or injury caused in whole or in part by the COMMONWEALTH, the DEPARTMENT or their officers, agents or employees acting within the scope of their duties. The LOCALITY will reimburse the COMMONWEALTH, the DEPARTMENT and their officers, agents and employees for any damage or injury caused by the negligence of the LOCALITY, its officers, agents or employees which arise from their use of funds provided under this AGREEMENT.

#### ARTICLE XVII – ANNUAL APPROPRIATIONS

Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

#### ARTICLE XVIII – SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

#### ARTICLE XIX – THIRD PARTIES

The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.



ARTICLE XX – INDIVIDUAL LIABILITY

The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCALITY have executed this AGREEMENT on the day and year first above written.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Signature

Charles A. Kilpatrick, P.E.  
Printed Name

Commissioner of Highways  
Title

DATE: \_\_\_\_\_

LOCALITY

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

ATTACHMENT A - Scope of Work  
ATTACHMENT B - Contract Audit  
ATTACHMENT C - Title VI  
ATTACHMENT D - Virginia Fair Employment Contracting Act  
ATTACHMENT E - Disadvantaged and Women-Owned Business Enterprises

ATTACHMENT A  
EMPLOYER OUTREACH  
SCOPE OF WORK

Fiscal Year 2016

Transportation Control Measure (TCM)-47c was adopted in the FY95-00 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. TCM-47c does not mandate employer participation. This measure will encourage private sector employers with more than 100 employees in the Metropolitan Washington region to voluntarily implement alternative commute (trip reduction) programs and is now classified as a Transportation Emission Reduction Measure (TERM).

**Fairfax County Employer Outreach Program** will provide outreach services directly to employers in Fairfax County, which will help promote commute alternatives, create new or expanded alternative commute programs, maintain existing programs, and provide a means to evaluate the impact of these employer efforts.

Activities to be performed include, but are not limited to, the following:

- TASK 1: Contact Employers and Promote Alternative Commute Programs -** Establish and maintain regular contact with employers. Encourage employers to establish an Employee Transportation Coordinator (ETC). Conduct sales calls and face-to-face meetings with employer ETCs and decision makers. Promote Alternative Commute Programs described in **Attachment A-1** as may be determined from the results of Task 2 or as may be developed through discussions with the employer.
- TASK 1A Maintain Contact with Employers with Existing Programs. –** No less frequently than quarterly, communicate with employers in the jurisdiction's database (see Task 4 below) that have existing TDM programs to verify and update contact information and encourage the continuation and / or strengthening of existing programs.
- TASK 2: Conduct Employee Commute Surveys –** Conduct employee commute surveys for employers who voluntarily choose to survey their employees. Although surveys are voluntary, strongly encourage the employer to conduct a survey. Ideally, the survey will be conducted once prior to the implementation of commute incentives, benefit programs or promotions, and again six months to one year after the employer has instituted an incentive or benefit program. The survey will consist of the core questions (as agreed to by Northern Virginia Employer Outreach representatives and the Commuter Connections Employer Outreach Committee) designed to assist in developing and evaluating alternative commute programs. The survey may be customized, including the addition of questions, to fit the needs of the employer and to obtain

information to develop a comprehensive employee commute plan for the employer.

Survey data will be used (a) to provide the employer with commute mode preferences, (b) to provide the jurisdictional employer outreach staff with basic information to make recommendations, and develop or change strategies that will help the employer and employees, and (c) to provide a site specific mode split which could be compared to follow-up data to determine success of the TDM strategies that were implemented. It is also a good tool for employers to track and evaluate program success (if appropriate or desired), and to give employees an opportunity to request additional commuter information.

Surveys will be distributed in one or both of the following methods, depending on the needs of the employer: 1) hard copies, or 2) email with a link to the Commuter Connections and / or Virginia online survey maintained either by MWCOG or through another online survey site.

When using hard copies or the online survey maintained by MWCOG, the request, survey editing and survey processing procedures agreed to by the Employer Outreach Committee will be followed.

**TASK 3: Develop TDM Program Recommendations** - Develop and provide in a written document with recommendations for the employers for the implementation of alternative commute incentives, benefits and programs. The recommendations will be based on the results of the initial employee commute survey if possible, and interviews with employer representatives. Provide copies of documents prepared under this Task to VDOT.

**TASK 4: Record Keeping and Database Maintenance** - Maintain the elements of the regional ACT Employer Outreach database that pertain to employers in the LOCALITY to include the following elements at a minimum:

- Employer name, location, contact name, phone number, email address, number of total employees, number of participating employees, and existing TDM programs,
- TDM program implementation dates and participation rates,
- All contact, communications and work conducted with employers including sales calls, meetings, survey dates and results, and promotions.

Update information in the ACT Employer Outreach database no less frequently than every three months. Incorporate the results from surveys conducted in Task 2 as data is available.

The ACT database will be used for the purpose of:

- recording the status of each employer-based TDM program for which the jurisdiction has knowledge,
- tracking Employer Outreach activities conducted by each jurisdiction,
- identifying employers with additional office locations in other jurisdictions and for viewing past outreach activities for an employer that is relocating from another jurisdiction.

Close coordination with Employer Outreach representatives from other jurisdictions will be adhered to for outreach with employers with additional office locations in other jurisdictions and employers relocating from another jurisdiction.

**TASK 5: Reports** - Provide an Activity Report, in the format shown as Attachment A-2, summarizing employer outreach activities and results to VDOT no less than quarterly and with all reimbursement requests.

**TASK 6: Meetings and Training** - Attend Commuter Connections Employer Outreach Committee meetings as desired and as may be made available by COG.

**TASK 7: Reimbursement Requests** - Provide an invoice to VDOT at least once every three months from the start of the fiscal year. The final invoice for the fiscal year should be submitted by August 31, 2016. Invoices shall be accompanied by sufficient documentation to substantiate costs incurred during the period, and include at a minimum:

- number of hours devoted to Employer Outreach and resulting labor costs;
- description of Direct Costs, accompanied by copies of invoices for individual Direct Costs exceeding \$1,500;
- invoices for any work performed by subcontractors for which reimbursement is requested;
- number of new employers contacted;
- brief summary of major activities conducted during invoice period if not reflected on Activity Report (Form A-2).

Invoices which do not include the above information may not be approved by VDOT for payment. The preferred format for invoices submitted to VDOT is shown as Attachment A-3.

## **FISCAL YEAR 2016 PROJECT GOALS**

These Goals represent target values. Program funding is not dependent upon achievement of specific values. Progress towards achieving Goals will be monitored and will serve as guidance for potential program adjustments throughout the year.

- Conduct commute surveys at all employers that implement a new alternative commute program.
- Establish 42 new Level 3 or 4 employers.
- Maintain the existing number of Level 3 and 4 employers.
- Meet with 865 employers.
- Conduct 250 sales calls.
- Conduct 70 outreach activities such as transportation information fairs and other events designed to promote the use of alternative travel modes.

**ATTACHMENT A**  
**ATTACHMENT A-1**

**Potential Alternate Commute Programs to be Promoted in Employer Outreach Activities**

**Carpool and Vanpool Formation** - Work with the employer and employees to encourage and establish carpools and vanpools. The Commuter Connections ridematching system as well as other on-site ridematching systems, promotion of carpool incentives, and van start/van save incentives through the state grants received by the local commuter assistance programs will be used to facilitate carpool and vanpool formation. Coordination with third party vanpool operators will also be used for vanpool formation.

**Telework/Telecommuting** - Encourage and assist employers with the development and/or expansion of formal telework programs. Request assistance, as needed, from the Department of Rail and Public Transportation and coordinate with DRPT on promotion and employer participation in the Telework!VA program.

**Parking Management Strategies** - Encourage and assist employers with development of strategies to reduce parking demand, including car sharing, parking cash-out, preferential carpool/vanpool parking and bicycle parking.

**TDM Information** - Provide transportation and employer benefit and incentive information to employer and employees through onsite promotions, displays, emails, and employer web site.

**Transit/Vanpool/Bicycle Benefit Programs** - Encourage and assist employers with the development of transportation benefit programs [in accordance with IRS Section 132(f)], pre-tax transit pass purchase programs, and / or other non-SOV commuter benefit programs. Work directly with WMATA SmartBenefits sales force to promote SmartBenefits and assist employers with planning and implementation of SmartBenefits transportation benefit programs for employees that commute via transit or a qualified vanpool. Provide information to employers on benefit administration programs through WMATA and other third party administrators who can assist in implementing a transit/vanpool benefit program at an employer worksite. Provide planning assistance to employers to establish onsite transit pass, token and ticket sales, and SmartBenefit exchange services.

**New Hire Programs** - Assist employers in providing commute alternative information to newly hired employees. This may consist of delivery of commute options and employer provided benefits and incentive information to new employees through the development of a packet of transportation information, oral presentations at new hire orientations, email, and the employer's web site.

**Guaranteed Ride Home (GRH) Program** - Assist employers with offering the Commuter Connections regional GRH service to employees who take alternative commute modes at least two days per week. Assist employers seeking to provide supplemental GRH trips for their employees.

**Alternative Work Scheduling** - Encourage and assist employers with the implementation of flexible work schedules, compressed work weeks and staggered work hour programs.

## ATTACHMENT A-2

JURISDICTION / AGENCY \_\_\_\_\_

TIME PERIOD From \_\_\_\_\_  
To \_\_\_\_\_

	NEWLY ACTIVE Employers <sup>1</sup>	FOLLOW-UP Employers	Total
Contacts via <u>Personal</u> Contact (Voice, Letter or Personal E-mail) <sup>2</sup>			
Contacts via <u>Broadcast</u> Contact (Letters, Flyers, Newsletter or Broadcast E-mail) <sup>3</sup>			
Sales Meetings / Site Visits			
On-Site Events / Promotions			
Employers Surveyed			
	New TDM Employers <sup>4</sup>	Previously Reported TDM Employers	Total
Level 1 TDM Employers			
Level 2 TDM Employers			
Level 3 TDM Employers			
Level 4 TDM Employers			
<b>TOTAL</b>			

1 - Newly Active employers are either (a) new to the ACT! database, or (b) included in ACT! database but have been dormant for over 2 years

2 - Number of individual calls, letters, e-mails, etc. addressed personally

3 - Impersonal brochures, flyers, blast e-mails, etc.

4 - Report changes as POSITIVE or NEGATIVE as appropriate



## ATTACHMENT A-3

## VDOT TCM-47c EMPLOYER OUTREACH INVOICE

Jurisdiction / Agency: \_\_\_\_\_

UPC 106473 Invoice No. \_\_\_\_\_

Invoice Period: From: \_\_\_\_\_ To: \_\_\_\_\_

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

Remit Address (MAIL): \_\_\_\_\_

Remit Address (WIRE): Bank: \_\_\_\_\_

ABA No.: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Fed ID No.: \_\_\_\_\_

LABOR	Hours This Invoice	COST		
		Total this Invoice	Previously Billed	Total Billings to Date
Staff A				
Staff B				
etc.				
<b>DIRECT COSTS</b>				
Equipment	explain and document over \$1,500			
Materials and Supplies	explain and document over \$1,500			
Data Processing	explain and document over \$1,500			
Travel	explain and document over \$1,500			
Printing / Reproduction	explain and document over \$1,500			
Other Direct Costs	explain and document over \$1,500			
<b>TOTAL OTHER DIRECT COSTS</b>		\$ -	\$ -	\$ -
<b>CONSULTANT / CONTRACTOR INVOICES <sup>1</sup></b>				
	Consultant / Contractor A			
	Consultant / Contractor B			
	Consultant / Contractor C			
<b>CONSULTANT / CONTRACTOR TOTAL</b>		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	

Not to exceed contract total

CONTRACT  
TOTAL =

(Signature)

(Date)

<sup>1</sup> - Itemize by contractor and activity. Provide copies of contractor invoices and status reports

## **ATTACHMENT B CONTRACT AUDIT**

The LOCALITY shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the LOCALITY relating to this Agreement, and the program(s) funded pursuant to this AGREEMENT, during the life of the contract and for a period of not less than three years after date of final payment, or date LOCALITY is declared in default of Contract, or date of termination of the Contract.

1. The documents and records shall include, but not be limited to those required to be retained pursuant to Section VIII (RETENTION OF COST RECORDS) as well as those that were used to prepare all schedules used on the project, record the progress of work on the project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.
2. Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of LOCALITY's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the LOCALITY or the LOCALITY's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The LOCALITY shall make its personnel available for interviews when requested by the Department.
3. Upon request, the LOCALITY shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format.

The LOCALITY shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond agents and material suppliers. The LOCALITY shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The LOCALITY shall be forthcoming in disclosing all sources and locations of media.

It shall be the LOCALITY'S responsibility to notify the Department, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the LOCALITY'S liability for any costs not supported by the proper documentation for the subcontractor's phase of the services.

The LOCALITY shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit.

## ATTACHMENT C

### NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age or handicap.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DEPARTMENT, or the Federal Highway

Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) withholding of payments to the contractor under the contract until the contractor compiles, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions in the event a contractor becomes involved in or is threatened with litigation with a subcontractor. The contractor may request the State and/or the United States to enter into such litigation in order to protect their respective interests.

## ATTACHMENT D

## VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

## Section 2.2-4201 Code of Virginia (1950) as amended

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the State. (1975, c.626.)

## ATTACHMENT E

### PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS 49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The LOCALITY agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the LOCALITY shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The LOCALITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The LOCALITY agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Virginia Department of Transportation (VDOT) to provide educational, promotional and / or other related TDM assistance within the Northern Virginia District.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

ACTION - 17

Approval of Project Agreement Between the Virginia Department of Rail and Public Transportation and Fairfax County for Funding for Fiscal Year 2016 Transportation Demand Management Rideshare Operating Assistance

ISSUE:

Approval for the Director of the Department of Transportation to sign Project Agreement for Use of Commonwealth Transportation Funds approved by the Commonwealth Transportation Board on June 17, 2015, to continue ridesharing and transit marketing activities in FY 2016. Of the total grant award, \$566,411 is state funding from the Virginia Department of Rail and Public Transportation (VDRPT) and the remaining \$141,603 is the required 20 percent Local Match. The grant period runs from July 1, 2015, through June 30, 2016.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached Project Agreement and authorize the Director of the Department of Transportation to execute the Project Agreement on behalf of the Board.

TIMING:

Board action is requested on September 22, 2015, to implement the FY 2016 Transportation Demand Management rideshare operating assistance and transit marketing activities.

BACKGROUND:

The Transportation Demand Management Marketing and Ridesharing Program has received state grant support every year since 1984. This grant program provides funding to promote the use of High Occupancy Vehicle (HOV) lanes, park and ride facilities, and commuter alternatives throughout Fairfax County including ridematching, carpooling, teleworking, vanpooling, Guaranteed Ride Home (GRH), and use of FAIRFAX CONNECTOR, Metrobus, Metrorail, Virginia Railway Express (VRE), and other HOV/transit options. It also promotes cooperative events/marketing campaigns such as transportation fairs, County expos, marketing campaigns with other jurisdictions and the Washington Metropolitan Area Transit Authority (WMATA). In addition, funds are used to support FCDOT's Transportation Demand Management (TDM) activities including proffer review, participation in Congestion Mitigation Programs, and coordination with other entities to reduce vehicle miles traveled; provide support to Transportation Management Associations (TMAs) and coordinate a TMA Council comprised of TMAs in Fairfax County; promote specific marketing campaigns in



targeted

areas; support desktop publishing and production and distribution of various marketing materials, such as maps, timetables, brochures, flyers, and posters; support the County's participation in the Metropolitan Washington Council of Governments' COMMUTER CONNECTIONS network; and provide ridematching assistance to commuters Countywide. The RIDESOURCES Program provides free ridematching services to County residents and to employees who work at employment sites within the County.

The Commonwealth Transportation Board (CTB) approved funding for the County's RIDESOURCES Marketing and Ridesharing Program on June 17, 2015.

FISCAL IMPACT:

Funding of \$708,014 for the TDM and Rideshare Marketing Program is included in the County's FY 2016 Approved Budget to continue ridesharing and TDM marketing activities. Of the total grant award, \$566,411 is state funding from the Virginia Department of Rail and Public Transportation (VDRPT) and the remaining \$141,603 is the required 20 percent Local Cash Match approved at carryover FY2015 in Fund 40000 (County Transit Systems). No additional funding is required from the County.

ENCLOSED DOCUMENTS:

Attachment I: Project Agreement Fiscal Year 2016 – Grant Number 71016-10

Attachment II: Resolution

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Department of Transportation

Beth Francis, Chief, Transportation Marketing Section, Department of Transportation

Walter E. Daniel, Jr., Transportation Marketing Section, Department of Transportation

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 71016-10**

This Project Agreement ("Agreement"), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (collectively, the "Parties"), is for the provision of funding Fiscal Year 2016 Transportation Demand Management rideshare operating assistance ("Project").

WHEREAS, the Grantee submitted an application to the Department for funding in the Fiscal Year 2016 Six Year Improvement Program for Transportation Demand Management rideshare operating assistance; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Development of an Annual Work Plan for approval by the Department.
  - b. Development of a marketing plan for approval by the Department.
  - c. Operation of the Grantee's rideshare program.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$566,411 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## Appendix 1

**Grantee: Fairfax County**

**Project Number: 71016-10**

**Project Start Date: July 1, 2015**

**Project Expiration Date: June 30, 2016**

**Project: Rideshare Assistance  
(Transportation Demand Management)**

<b>Payment No.</b>	<b>Estimated Payment Date</b>	<b>Payment Amount</b>
1	October 15, 2015	\$179,363
2	January 15, 2016	\$179,363
3	April 15, 2016	\$179,363
4	Final Payment *	<u>\$ 28,322</u>
<b>TOTAL GRANT AMOUNT</b>		<b>\$566,411</b>

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 80%)	\$566,411
1400	Local expense (share of Project cost - 20%)	\$141,603

In no event shall this grant exceed \$566,411.

\* The processing for each payment will be initiated on the estimated payment date. The final payment will be processed when a signed copy of the Certification of Ridesharing Expenses is received by the Department. The Certification of Ridesharing shall be submitted no later than September 30, 2016.

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Virginia Department of Rail and Public Transportation (VDRPT) provides funding to promote the use of High Occupancy Vehicle (HOV) lanes, park and ride facilities, and commuter alternatives throughout Fairfax County including ridematching, carpooling, teleworking, vanpooling, Guaranteed Ride Home (GRH), and use of FAIRFAX CONNECTOR, Metrobus, Metrorail, Virginia Railway Express (VRE), and other HOV/transit options. Funding will also be used to promote cooperative events/marketing campaigns such as transportation fairs, County expos, marketing campaigns with other jurisdictions and the Washington Metropolitan Area Transit Authority (WMATA). In addition, funds will be used to support FCDOT's Transportation Demand Management (TDM) activities including proffer review, participation in Congestion Mitigation Programs, and coordination with other entities to reduce vehicle miles traveled; provide support to Transportation Management Associations (TMAs) and coordinate a TMA Council comprised of TMAs in Fairfax County.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

ACTION - 18

Approval of a Resolution Endorsing Projects Being Submitted for FY2017-FY2022 State Funding Through the Commonwealth Transportation Board's HB2 Selection Process

ISSUE:

Board approval of a resolution endorsing projects (Attachment 1) is requested, so that the Department of Transportation (FCDOT) can apply for state funding for FY2017–FY2022 through the Commonwealth Transportation Board's (CTB) HB2 selection process. FCDOT staff is recommending ten projects throughout the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Attachment 1 endorsing ten Fairfax County transportation projects for submission into the HB2 selection process for FY2017–FY 2022.

TIMING

Board of Supervisors' approval is requested on September 22, 2015, to meet the CTB project submission deadline of September 30, 2015.

BACKGROUND:

During the 2014 Session, the General Assembly passed HB2 which provided for the development of a prioritization process for projects funded by the CTB. The HB2 process must be used for the development of the Six-Year Improvement Program (SYIP) starting July 1, 2016.

The HB2 process considers congestion mitigation, economic development, accessibility, safety, land use, and environmental quality to rank candidate projects. The CTB can weigh these factors differently in each of the Commonwealth's transportation districts. HB 2 requires congestion mitigation to be weighted highest in Northern Virginia. The Weighting Framework for Northern Virginia, as well as the Hampton Roads and Fredericksburg areas is:

- Congestion Mitigation (45%)
  - 50% - Expected Reduction in Person Hours of Delay up to Posted Speed Limit
  - 50% - Expected Increase in Person Throughput in the Corridor

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- Land Use Coordination (only for areas with population over 200,000) (20%)
  - 100% - Support of Transportation Efficient Land Use Patterns
- Accessibility (15%)
  - 60% - Cumulative Increase in Job Accessibility (within 45 minutes by Automobile and 60 minutes for Transit)
  - 20% - Cumulative Increase in Job Accessibility for Disadvantaged Populations (within 45 minutes by Automobile and 60 minutes by Transit)
  - 20% - Increase in Access to Multimodal Choices
- Environmental Quality (10%)
  - 50% - Degree to Which the Project is Expected to Reduce Air Emissions and Greenhouse Gases
  - 50% - Potential impact to Natural, Cultural, and Historic Resources from the Project
- Economic Development (5%)
  - 60% - Support for Economic Development Plans
  - 20% - Expected Improvements to Travel Time Reliability of the Facility
  - 20% - Improved Intermodal Access and Efficiency
- Safety (5%)
  - 50% - Expected Reduction in Total Fatalities and Severe Injuries on the Facility (100% for transit projects)
  - 50% - Expected Reduction in the Rate of Fatalities and Several Injuries per 100 Million Vehicle Miles Traveled on the Facility

This process will be used for both a Statewide High-Priority Projects Program and Transportation District Grant Programs. Project applications must be submitted for consideration for funding by September 30, 2015.

Eligible localities and agencies have been afforded the opportunity to submit pre-applications for preliminary review by Virginia Department of Transportation (VDOT) staff. Staff has been working with VDOT and other regional partners to submit pre-applications for County projects to ensure strong final applications for our projects.

The HB2 Process requires that projects be ranked in priority order if an applicant is submitting more than one project. Staff developed a Benefit Cost Analysis (BCA) tool to assist in prioritizing projects approved by the Board as part of the Transportation Priorities Plan (TPP) on January 28, 2014. The BCA included a calculation of congestion relief as measured by travel time savings; vehicle emissions reduction; and vehicle operating costs savings as they relate to each project. The table below contains projects recommended by staff at the July 14, 2015, Board Transportation Committee (BTC) for HB2 consideration, and corresponding Benefit Cost Ratio (BCR, life cycle benefits divided by life cycle costs) score which were prepared using that BCA tool.



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All projects have BCRs above 1.0 which means the projects will provide benefits exceeding the costs within a 20 year period. The projects are listed from highest to lowest BCR.

Project	Benefit Cost Ratio
Fairfax County Parkway Widening (Ox Road to ~2,000 Feet North of Lee Highway)	12.6
Route 28 Widening (Prince William County Line to Old Centreville Road)	10.8
Fairfax County Parkway/Popes Head Road Interchange Improvement	7.3
I-66 (Outside Beltway) Corridor Improvements	6.2
Route 7 Widening Phase I (Colvin Forest Jarrett Valley Drive)	4.0
Route 7 Widening Phase II (Reston Ave to Colvin Forest)	3.8
I-66/Route 28 Interchange Improvement	2.3
I-95/Fairfax County Parkway (NB) Flyover	1.9
Route 1 Widening - 4 lanes to 6, Mt Vernon Hwy to Napper Rd	1.8
Seven Corners Ring Road (Phase 1A/Segment 1A)	1.2

Staff also considered several additional factors in prioritizing the projects above for HB2 submission, these factors included:

- Consideration of HB2 measures - a project that scores well using the County's BCA may not guarantee a high HB2 score, since the HB2 process considers many additional factors.
- Project readiness.
- Availability of other sources of revenue - Northern Virginia Transportation Authority (NVTA) regional funding for projects in FY2017 and beyond is still available, as well as local County sources beyond FY2020.
- TPP implementation timelines.

Taking into account the factors above, staff recommends the projects shown below in priority order (described in Attachment 2) for submission for the HB 2 process for FY2017-FY2022 funding.

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Rank	Project	HB2 Request (in millions)
1	Route 7 Widening Phase I (Colvin Forest to Jarrett Valley Drive)	\$77.3
2	Route 7 Widening Phase II (Reston Ave to Colvin Forest)	\$62.3
3	I-66/Route 28 Interchange Improvement	\$370.0
4	I-66 Corridor Improvements (Outside the Beltway)	\$2,400.0
5	Route 1 Widening (Mt Vernon Memorial Highway to Napper Road)	\$70.0
6	Route 28 Widening (Prince William County Line to Old Centreville Road)	\$32.8
7	Fairfax County Parkway Widening (Ox Road to ~2,000 Feet North of Lee Highway)	\$62.4
8	Fairfax County Parkway/Popes Head Road Interchange Improvement	\$90.2
9	I-95/ Fairfax County Parkway (NB) Flyover	\$77.7
10	Seven Corners Ring Road (Phase 1A/Segment 1A)	\$47.1

NOTE: Upon further consideration of HB 2 requirements, County staff does not believe that Shirley Gate Road Extension project, which was included on the list presented to the Board on July 14, 2015, should be submitted for HB2 consideration at this time. Staff will fund the preliminary engineering and design of this project via local funds to better position the project for state funding in future years.

The I-66 Corridor (Outside the Beltway) project was still in the midst of the Tier 1 EIS when the County developed the TPP. However, since that time, the project has progressed into the design phase. Understanding the importance of this project for many residents of the County, the region, and the Commonwealth, county staff proposes including it with the applications we are submitting. Staff has been coordinating with the Northern Virginia Transportation Authority (NVTA) and VDOT to gather information necessary for the submission of the I-66 Corridor (Outside the Beltway) project. Fairfax County may not be the applicant for this project. NVTA will meet on September 24, 2015, and consider whether NVTA should be the applicant for the project, as the project crosses jurisdictional boundaries. The CTB is also allowed to submit up to two projects for each HB 2 cycle. If NVTA does not submit the project, there is also a possibility the CTB may apply, using one of its two submissions.

Staff recommends submitting all projects in Attachment 1 for HB2 consideration by September 30, 2015.

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FISCAL IMPACT:

Requests for state funding for FY2017-FY2022 are shown by project in the table above. There is no local cash match associated with these state revenues, and no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution of Endorsement of Projects Being Submitted for FY2017-FY2022 State Funding through the Commonwealth Transportation Board's HB2 Selection Process.

Attachment 2 – List of Projects with Descriptions

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

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

Todd Minnix, Chief, Transportation Design Division, FCDOT

Dan Rathbone, Chief, Transportation Planning Division, FCDOT

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

Noelle Dominguez, Senior Transportation Planner, Coordination and Funding FCDOT

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### **RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves the submission to the Virginia Department of Transportation requests for funding from the Commonwealth of Transportation Board's Six-Year Improvement Program for FY2017-FY2022 for the following projects:

- Route 7 Widening Phase I (Colvin Forest Drive to Jarrett Valley Drive) - \$77,307,000
- Route 7 Widening Phase II (Reston Avenue to Colvin Forest Drive) - \$62,330,000
- I-66/Route 28 Interchange Improvements - \$370,000,000
- I-66 Corridor Improvements (Outside the Beltway) - \$2,400,000,000
- Route 1 Widening (Mt Vernon Highway to Napper Road) - \$70,000,000
- Route 28 Widening (Prince William County Line to Route 29) - \$32,850,000
- Fairfax County Parkway Widening (Ox Road to Route 29) - \$62,431,000
- Fairfax County Parkway/Popes Head Road Interchange Improvements - \$90,150,000
- I-95/Route 286 Northbound Flyover - \$77,747,000
- Seven Corners Ring Road (Phase 1A/Segment 1A) - \$47,100,000

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

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

**List of Recommended Projects for HB2 Submission (FY2017-FY2022)**

<b>PROJECT</b>	<b>PROJECT DESCRIPTION</b>	<b>CURRENT COST ESTIMATE</b>	<b>REQUESTED FUNDING</b>
Route 7 Widening Phase I (Colvin Forest Jarrett Valley Drive)	<p>This project aims to increase capacity, decrease congestion and improve safety along a 3.6-mile segment of Route 7 between Jarrett Valley Drive and Colvin Forest Drive, and includes:</p> <ul style="list-style-type: none"> <li>• Widening from four to six lanes.</li> <li>• Intersection improvements along the corridor, with careful focus on community access.</li> <li>• A 10-foot shared-use path on both sides of Route 7, with connections to local trails.</li> </ul>	\$135,872,000	\$77,307,000
Route 7 Widening Phase II (Reston Ave to Colvin Forest)	<p>This project aims to increase capacity, decrease congestion and improve safety along a 3.3-mile segment of Route 7 between Colvin Forest Drive and Reston Avenue, and includes:</p> <ul style="list-style-type: none"> <li>• Widening from four to six lanes.</li> <li>• Intersection improvements along the corridor, with careful focus on community access.</li> <li>• A 10-foot shared-use path on both sides of Route 7, with connections to local trails.</li> </ul>	\$118,000,000	\$62,330,000
I-66/Route 28 Interchange Improvement	<p>The Six-Year Improvement Program approved by the Commonwealth Transportation Board in June 2014 provided \$15 million to begin design, right of way and construction for Phase 1 improvements to the I-66 interchange at Route 28. A preliminary study identified interchange alternatives, created a concept-level operational analysis, developed cost estimates and identified key implementation constraints. Study results were shared with the community and stakeholders, and next steps included identifying funding.</p> <p>The study considered:</p> <ul style="list-style-type: none"> <li>• Traffic volumes at the year 2040</li> <li>• Right-of-way impacts and property access issues for the Fairfax County Park Authority</li> <li>• Braddock and Walney Roads</li> <li>• Community concerns</li> <li>• Possible phasing opportunities</li> </ul> <p>This cost estimate includes the base interchange, as well as Express Lanes ramps.</p>	\$385,000,000	\$370,000,000

I-66 Corridor Improvements (Outside the Beltway)	<p>VDOT and the Virginia Department of Rail and Public Transportation (DRPT) are working on a project along a 25 mile segment of I-66 from U.S. Route 15 in Haymarket to I-495/Capital Beltway to move traffic and people more efficiently, and provide additional multimodal options. This estimate includes the bus interchange as well as express lanes ramps. Under the proposed plan, the project would provide:</p> <ul style="list-style-type: none"> <li>• Three regular lanes in each direction</li> <li>• Two express lanes in each direction and ramps</li> <li>• Interchange improvements</li> <li>• High-frequency bus service with predictable travel times</li> <li>• Enhanced commuter park and ride lots</li> <li>• Direct access between the express lanes and new or expanded commuter lots</li> <li>• A parallel trail for bicycles and pedestrians</li> </ul>	\$2,400,000,000	\$2,400,000,000
Route 1 Widening (Mt Vernon Memorial Highway to Napper Road)	<p>The Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. Richmond Highway is an Urban Principal Arterial with an AADT of 35,000. This project will provide a six lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project will tie into the section of Richmond Highway north of Napper Road which is also a six lane facility, resulting in a six lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. This project includes both pedestrian and bicycle facilities and provision for future bus rapid transit.</p>	\$90,000,000	\$70,000,000
Route 28 Widening (Prince William County Line to Old Centreville Road)	<p>The project consists of widening the existing four lanes (divided) to six lanes (divided) for approximately 2.3 miles, from north of the existing bridge over Bull Run to the intersection with Old Centreville Road/ Upperridge Drive. The typical section will include a shared use path on both sides of the roadway. The project also seeks to eliminate split phase signals at all intersections by expanding turning lane approaches. Existing traffic signals will be upgraded; bike and pedestrian crossings will be improved at all intersections.</p>	\$47,830,000	\$32,850,000
Fairfax County Parkway Widening (Ox Road to ~2,000 Feet North of Lee Highway)	<p>The project provides for the widening of Route 286 from Route 123 to 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or improve pedestrian and bicycle amenities including a major paved trail on the east side and major paved regional trail on the west side. Conceptual</p>	\$82,430,000	\$62,431,000

	design assumes that all existing lanes will be salvaged and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside to accommodate the future HOV lanes. Intersection improvements and access management will be considered in the design.		
Fairfax County Parkway/Popes Head Road Interchange Improvement	<p>The project provides for an interchange at the intersection of Fairfax County Parkway, Popes Head Road and Shirley Gate Extension. The project includes the following features:</p> <ul style="list-style-type: none"> <li>• Shared use paths, and bicycle accommodations.</li> <li>• Future connection to Shirley Gate Road to the east</li> </ul>	\$90,150,000	\$90,150,000
I-95/Fairfax County Parkway (NB) Flyover	<p>The project provides for the construction of a single-lane flyover ramp to carry traffic exiting northbound I-95 to go north on Route 286 (Fairfax County Parkway), as well as, improves capacity and eliminates backup on I-95. This project also widens the existing bridge over I-95 to provide room for longer right turn exit lane and pedestrian multi-purpose path. Pedestrian facility will connect Cross County Trail network and improves connectivity with the local sidewalk network. This flyover also eliminates conflicts with traffic entering Fairfax County Parkway from the right and weaving movements at the Boudinot Drive interchange.</p>	\$83,000,000	\$77,747,000
Seven Corners Ring Road (Phase 1A/Segment 1A)	<p>The Board of Supervisors adopted an updated Comprehensive Plan for the Seven Corners area that includes a concept for a new Seven Corners Interchange. This project will design and construct the first phase of the new Interchange. This phase consists of a new road connecting Route 7, on the western side of the existing Seven Corners Interchange, with a bridge over Route 50, around the Interchange to Sleepy Hollow Road, back to Route 7 on the eastern side of the Interchange and terminating with a bridge that goes over Route 50. Both bridges over Route 50 would include ramps connecting the area to eastbound and westbound Route 50. The entire project includes wide sidewalks and a bi-directional cycle track.</p>	\$52,045,000	\$47,100,000

ACTION - 19

Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2016 Transit Assistance Grant Funds

ISSUE:

Approval for the Director of Transportation to sign 12 Project Agreements with DRPT, to enable the County's receipt in FY 2016 of Washington Metropolitan Area Transit Authority (WMATA) operating assistance funding and funding for Fairfax County capital projects.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of Transportation to sign 12 Project Agreements between DRPT and Fairfax County, in substantial form, to fund Fairfax County operating and capital projects (Attachments 1 through 12).

TIMING:

The Board of Supervisors should act on this item on September 22, 2015, so that DRPT can release FY 2016 transit funding for each project.

BACKGROUND:

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

Prior to 2013, NVTC processed three main agreements for Fairfax County: two for Washington Metropolitan Area Transit Authority (WMATA) regional projects and one for Fairfax County local projects. Beginning with FY 2013, DRPT required each of the NVTC jurisdictions to contract directly with the State for transit assistance. Fairfax County and DRPT have entered into a Master Agreement for the Use of Commonwealth Transportation Funds (the Master Agreement), which provides the basis upon which the County receives numerous transportation project grant funds. This required as many as 48 separate agreements for the jurisdictions to approve locally in FY 2013, 2014, and 2015, including 19 for Fairfax County in 2013 alone. In FY2016, NVTC again is able to



act as Fairfax County's agent for WMATA regional agreements, reducing the number of project agreements that Fairfax County is required to process to 12. FCDOT staff continues to work with DRPT to streamline this annual process.

FISCAL IMPACT:

The FY 2016 funding in the Six-Year Improvement Program provides the County with \$14,169,500 for approved Fairfax County Transit Capital Projects and \$13,748,921 for WMATA Operating Assistance. Funding from the Commonwealth for Transit Capital Projects is provided on a reimbursement basis after the purchase and/or project is complete. These funds are already included in Fairfax County's FY 2016 Adopted Budget, and there will be no additional fiscal impact if this item is approved.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Grant # 72016-30: WMATA Operating Assistance  
Attachment 2 – Project Grant # 73016-72: Purchase of passenger shelters  
Attachment 3 – Project Grant # 73016-73: Construction of the Innovation Center Metrorail Garage  
Attachment 4 – Project Grant # 73016-74: Renovation of the Herndon Bus Garage  
Attachment 5 – Project Grant # 73016-75: Renovation of the Huntington Parking Garage  
Attachment 6 – Project Grant # 73016-76: Construction of the Herndon Metrorail Garage  
Attachment 7 – Project Grant # 73016-77: Design and Construction of the Lorton VRE Park and Ride Lot Expansion  
Attachment 8 – Project Grant # 73016-78: Design and Construction of the Springfield CBC Parking Garage  
Attachment 9 – Project Grant # 73016-79: Construction of the Stringfellow Road Park and Ride Lot Expansion  
Attachment 10 – Project Grant # 73016-80: Construction of the West Ox Bus Garage Expansion  
Attachment 11 – Project Grant # 73016-81: Purchase of Shop Equipment  
Attachment 12 – Project Grant # 73016-82: Purchase of Information Technology System Hardware and Software

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  
Susan Cooke, Assistant County Attorney  
Malcolm Watson, Transportation Planner, FCDOT

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 72016-30**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and the Fairfax County (“Grantee”) (collectively the “Parties”), is for the provision of funding for Fiscal Year 2016 Operating Assistance (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”), on behalf of the Grantee submitted an application to the Department for funding in the Fiscal Year 2016 Six Year Improvement Program for the Operating Assistance Program; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Fiscal Year 2016 Operating Assistance.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$13,748,921 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Fiscal Year 2016 Operating Assistance**

**State Project Agreement**

**Project Number: 72016-30**

**Project Start Date: July 1, 2015**

**Project Expiration Date: June 30, 2016**

### **Operating Assistance Payment Schedule**

<b>Payment No.</b>	<b>Estimated Payment Date</b>	<b>Payment Amount</b>
1	August 15, 2015	\$ 3,437,230
2	November 15, 2015	\$ 3,437,230
3	February 15, 2016	\$ 3,437,230
4	May 15, 2016	\$ 3,437,231
<b>TOTAL GRANT AMOUNT</b>		<b>\$13,748,921</b>

In no event shall this grant exceed \$13,748,921.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-72**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the purchase of passenger shelters (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the purchase of passenger shelters; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase of passenger shelters.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$340,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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



## **Appendix 1**

**Grantee: Fairfax County**

**Project: Purchase of Passenger Shelters**

**State Project Agreement**

**Project Number: 73016-72**

**Project Start Date: July 1, 2015**

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

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$ 340,000
1400	Local expense (share of Project cost - 66%)	\$ 660,000
	Total Project Expense	\$1,000,000

In no event shall this grant exceed \$340,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-73**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the construction of the Innovation Center Metrorail Garage (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the construction of the Innovation Center Metrorail Garage; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Construction of the Innovation Center Metrorail Garage.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$1,870,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Construction of the Innovation Center  
Metrorail Garage**

**State Project Agreement**

**Project Number: 73016-73**

**Project Start Date: July 1, 2015**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$1,870,000
1400	Local expense (share of Project cost - 66%)	\$3,630,000
	Total Project Expense	\$5,500,000

In no event shall this grant exceed \$1,870,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-74**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the renovation of the Herndon bus garage (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the renovation of the Herndon bus garage; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Renovation of the Herndon bus garage.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$2,040,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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



## **Appendix 1**

**Grantee: Fairfax County**

**Project: Renovation of the Herndon Bus Garage**

**State Project Agreement**

**Project Number: 73016-74**

**Project Start Date: July 1, 2015**

**Project Expiration Date: December 31, 2017**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$2,040,000
1400	Local expense (share of Project cost - 66%)	\$3,960,000
	Total Project Expense	\$6,000,000

In no event shall this grant exceed \$2,040,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-75**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the renovation of the Huntington parking garage (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the renovation of the Huntington parking garage; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Renovation of the Huntington parking garage.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$408,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Renovation of the Huntington Parking Garage**

**State Project Agreement**

**Project Number: 73016-75**

**Project Start Date: July 1, 2015**

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

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$ 408,000
1400	Local expense (share of Project cost - 66%)	\$ 792,000
	Total Project Expense	\$1,200,000

In no event shall this grant exceed \$408,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-76**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the construction of the Herndon Metrorail Garage (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the construction of the Herndon Metrorail Garage; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Construction of the Herndon Metrorail Garage.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$1,870,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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



## **Appendix 1**

**Grantee: Fairfax County**

**Project: Construction of the Herndon Metrorail Garage**

**State Project Agreement**

**Project Number: 73016-76**

**Project Start Date: July 1, 2015**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$1,870,000
1400	Local expense (share of Project cost - 66%)	\$3,630,000
	Total Project Expense	\$5,500,000

In no event shall this grant exceed \$1,870,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-77**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the design and construction of the Lorton VRE park and ride lot expansion (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the design and construction of the Lorton VRE park and ride lot expansion; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Design and construction of the Lorton VRE park and ride lot expansion.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$850,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## Appendix 1

**Grantee: Fairfax County**

**Project: Design and Construction of the Lorton VRE  
Park and Ride Lot Expansion**

**State Project Agreement**

**Project Number: 73016-77**

**Project Start Date: July 1, 2015**

**Project Expiration Date: June 30, 2018**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$ 850,000
1400	Local expense (share of Project cost - 66%)	\$1,650,000
	Total Project Expense	\$2,500,000

In no event shall this grant exceed \$850,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-78**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the design and construction of the Springfield CBC parking garage (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the design and construction of the Springfield CBC parking garage; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Design and construction of the Springfield CBC parking garage.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$1,088,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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



## Appendix 1

**Grantee: Fairfax County**

**Project: Design and Construction of the Springfield  
CBC Parking Garage**

**State Project Agreement**

**Project Number: 73016-78**

**Project Start Date: July 1, 2015**

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

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$1,088,000
1400	Local expense (share of Project cost - 66%)	\$2,112,000
	Total Project Expense	\$3,200,000

In no event shall this grant exceed \$1,088,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-79**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the construction of the Stringfellow Road park and ride lot expansion (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the construction of the Stringfellow Road park and ride lot expansion; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Construction of the Stringfellow Road park and ride lot expansion.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$2,074,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Construction of the Stringfellow Road Park  
and Ride Lot Expansion**

**State Project Agreement**

**Project Number: 73016-79**

**Project Start Date: July 1, 2015**

**Project Expiration Date: December 31, 2017**

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$2,074,000
1400	Local expense (share of Project cost - 66%)	\$4,026,000
	Total Project Expense	\$6,100,000

In no event shall this grant exceed \$2,074,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-80**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the construction of the West Ox bus garage expansion (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the construction of the West Ox bus garage expansion; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Construction of the West Ox bus garage expansion.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$3,230,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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



## **Appendix 1**

**Grantee: Fairfax County**

**Project: Construction of the West Ox Bus Garage  
Expansion**

**State Project Agreement**

**Project Number: 73016-80**

**Project Start Date: July 1, 2015**

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

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 34%)	\$3,230,000
1400	Local expense (share of Project cost - 66%)	\$6,270,000
	Total Project Expense	\$9,500,000

In no event shall this grant exceed \$3,230,000.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-81**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the purchase of shop equipment (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the purchase of shop equipment; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase of shop equipment.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$42,500 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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

## **Appendix 1**

**Grantee: Fairfax County**

**Project: Purchase of Shop Equipment**

**State Project Agreement**

**Project Number: 73016-81**

**Project Start Date: July 1, 2015**

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

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 17%)	\$ 42,500
1400	Local expense (share of Project cost - 83%)	\$207,500
	Total Project Expense	\$250,000

In no event shall this grant exceed \$42,500.

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2016  
Six Year Improvement Program Approved Project  
Grant Number 73016-82**

This Project Agreement (“Agreement”), effective July 1, 2015, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”) is for the provision of funding the purchase of Information Technology System hardware and software (“Project”).

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”) on behalf of the Grantee, submitted an application to the Department for capital program funding in the Fiscal Year 2016 Six Year Improvement Program for the purchase of Information Technology System hardware and software; and

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

WHEREAS, on June 17, 2015, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

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

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

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

1. The Work under the terms of this Agreement is as follows:
  - a. Purchase of Information Technology System hardware and software.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$357,000 for the Project approved in the Fiscal Year 2016 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant 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 agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

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

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

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

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

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



## Appendix 1

**Grantee: Fairfax County**

**Project: Purchase of Information Technology System  
Hardware and Software**

**State Project Agreement**

**Project Number: 73016-82**

**Project Start Date: July 1, 2015**

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

<b>Fund Code</b>		<b>Item Amount</b>
478	Grant Amount (State share of Project cost - 17%)	\$ 357,000
1400	Local expense (share of Project cost - 83%)	\$1,743,000
	Total Project Expense	\$2,100,000

In no event shall this grant exceed \$357,000.

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ACTION - 20

Approval of Project Funding Agreement with the Metropolitan Washington Airports Authority for the Innovation Center Metrorail Station Project (Dranesville District)

ISSUE:

Board of Supervisors' authorization for the Director of the Fairfax County Department of Transportation to sign a project agreement (the Project Agreement) with the Metropolitan Washington Airports Authority (MWAA) for MWAA to expend \$33 million in funding provided by the Northern Virginia Transportation Authority (NVTA) to Fairfax County for the Innovation Center Metrorail Station, part of the Dulles Rail Project.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Fairfax County Department of Transportation to execute the Project Agreement substantially in the form of Attachment I, which will control MWAA's expenditure of \$33 million in funds provided by NVTA for construction of the Innovation Center Metrorail Station (the Station).

TIMING:

The Board of Supervisors should act on this item on September 22, 2015, so that MWAA can receive these funds for the construction of the Station as soon as possible.

BACKGROUND:

In November 2011, in an effort to reduce the burden of the Phase 2 construction costs on Dulles Toll Road users, Fairfax County, Loudoun County and MWAA (the Funding Partners), as well as USDOT, the Commonwealth, and the Washington Metropolitan Area Transit Authority (WMATA) entered into a Memorandum of Agreement (MOA). Fairfax County agreed to use its best efforts to seek additional funding sources (i.e., other than Funding Partner or Dulles Toll Road revenues) to pay the cost of certain features of Phase 2, including the Station. Consistent with that commitment, the County applied for NVTA funding for the Station.

On July 24, 2013, NVTA approved its FY 2014 program, which provided approximately \$210 million for 33 projects across Northern Virginia. The program included \$41 million for the Station and ancillary facilities. On May 12, 2015, the Board of Supervisors

authorized the County Executive to execute a Project Funding Agreement with NVTA (the NVTA SPA) to receive the approved funding.

The approved NVTA project provides funding for design, right-of-way, and construction of the Station and ancillary facilities, including: bus bay facilities, bicycle parking, kiss-and-ride, taxi waiting areas, and pedestrian walkways, bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road. The County is constructing the ancillary facilities and will receive \$8 million of the NVTA funds, on a reimbursement basis, for that purpose.

This leaves \$33 million in NVTA funds available to be used for the portion of the Station being constructed by MWAA contractors. In order for those funds to be used by MWAA, MWAA and the County must execute a project agreement like Attachment I. Many of the requirements provided for in the NVTA SPA must be made part of the County's Project Agreement with MWAA. Therefore, many of the provisions are similar. Once that Project Agreement between MWAA and the County is executed, NVTA will be able to distribute \$33 million in funds (as a reimbursement as construction costs are incurred by MWAA) directly to MWAA, at the direction of the County.

The Project Agreement provides that MWAA will:

- continue to engage its current contractor to complete or perform the Innovation Project as part of Phase 2 in accordance with the existing design-build contract and all terms and conditions of the Project Agreement;
- provide Fairfax and NVTA prompt access, at their request, to all Innovation Project records to enable Fairfax and NVTA to verify to their respective satisfaction that (i) the Innovation Project remains the same as presented to NVTA to obtain the NVTA Project Funding, (ii) all work performed or to be performed as part of the Innovation Project and paid for with NVTA Project Funding complies with Virginia Code, and (iii) that NVTA cash flow estimates remain accurate;
- use NVTA Project Funding only to pay Innovation Project costs as permitted by this Agreement and the NVTA Act;
- endeavor to agree with Fairfax on the eligibility of any particular cost for NVTA Project Funding, and shall not apply proceeds of the NVTA Project Funding to costs that Fairfax has specifically advised MWAA, in writing, are ineligible for payment using the NVTA Project Funding;
- release or return any unexpended funds from the NVTA Project Funding to NVTA on behalf of Fairfax no later than 90 days after final payment has been made to the Contractor;
- reimburse NVTA, directly or through Fairfax as determined by Fairfax, for all NVTA Project Funding that MWAA misapplies or uses in violation of the NVTA's enabling legislation, as determined by NVTA, plus interest;

Board Agenda Item  
September 22, 2015

- upon completion, turn the Innovation Project over to WMATA by deed, long-term lease, and/or easement, for WMATA's ownership, use, and operation, subject where applicable to the rights of the United States of America as fee owner of the underlying land. Any such deed, lease or easement shall provide that no part of the Innovation Project paid for with NVTA Project Funding may, during its useful life, be transferred to private ownership without the prior written consent of NVTA and that all of the NVTA Innovation Project Assets shall be used for the transportation purposes of Phase 2 throughout the useful life of the NVTA Innovation Project Assets;
- provide a certification to NVTA no later than 90 days after final payment to the Contractor that, to MWAA's actual knowledge, the Contractor and MWAA adhered to all applicable laws and regulations and all requirements of this Agreement

The Project Agreement provides that the County will:

- coordinate all matters involving the NVTA Project Funding and shall perform all obligations related thereto that are not expressly undertaken by MWAA under this Agreement;
- arrange for NVTA to provide to MWAA the NVTA Project Funding for the Innovation Project, all on a reimbursement basis as set forth in this Agreement, on the condition that NVTA is satisfied that each Payment Requisition submitted to NVTA by MWAA justifies payment by NVTA to MWAA of the requested portion of the NVTA Project Funding;
- request that NVTA promptly review any Payment Requisition submitted by MWAA in accordance with the requirements of this Agreement and make electronic transfer of funds from NVTA to or for the account of MWAA upon completion of NVTA's review of the Payment Requisition as set forth in the Fairfax-NVTA Agreement
- use its best efforts to facilitate NVTA's periodic compliance reviews scheduled in advance for the Innovation Project so as to enable NVTA to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of MWAA's financial records for the Innovation Project and on-site inspections.
- make available to MWAA such applicable recommendations as Fairfax may have to assist the Parties in carrying out the terms of this Agreement in accordance with applicable law.

FISCAL IMPACT:

The County will oversee and authorize \$33 million in funding directly from NVTA to MWAA, on a reimbursement basis, for design and construction work for the Innovation

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Center Metrorail Station. The NVT A funds will be credited to the various Funding Partners in accordance with existing agreements. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Project Agreement, including Related Appendices, between Fairfax County and the Metropolitan Washington Airports Authority

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
James V. McGettrick, Assistant County Attorney  
Joe LaHait, Debt Coordinator, Department of Management and Budget  
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT  
Mark Canale, Dulles Rail Project Manager, FCDOT  
Ellen Posner, Coordination and Funding Division, FCDOT  
Noelle Dominguez, Coordination and Funding Division, FCDOT

**Project Agreement  
Between  
Fairfax County, Virginia  
and  
Metropolitan Washington Airports Authority**

This Project Agreement (this “**Agreement**”) is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between FAIRFAX COUNTY, VIRGINIA (“**Fairfax**”) and the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (“**MWAA**”) (collectively the “Parties”).

**RECITALS**

- A. The Northern Virginia Transportation Authority (“**NVTA**”) is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act (the “**NVTA Act**”), Chapter 25 of Title 33.2 of the Code of Virginia, as amended.
- B. Section 33.2-2500 (4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA.
- C. Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the “**NVTA Fund**”) in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510.
- D. The NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly.
- E. Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances (“**NVTA Bond Proceeds**”) to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA.
- F. Fairfax and the NVTA have determined that the project set forth and described on **Appendix A** to this Agreement, which consists of construction of the Metrorail Innovation Center Station and certain related facilities (“**the Innovation Project**”), satisfies the requirements of Virginia Code Section 33.2-2510.
- G. The Innovation Project is to be financed, as described in **Appendix B**, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, and the

Innovation Project is located within a locality embraced by NVTA's geographical borders.

H. By timely submitting an application for NVTA funding in response to NVTA's call for projects, Fairfax, a statutory component government of NVTA, formally requested on Fairfax's own behalf and for the benefit of its citizens that NVTA provide funding to the Innovation Project.

I. On May 14, 2013, the Board of Supervisors of Fairfax County, Virginia, the governing body of Fairfax County, endorsed and approved submission of the Innovation Center Metrorail Station project for funding by the NVTA for Fiscal Year 2014.

J. Fairfax has arranged for NVTA to provide, using the NVTA Fund and the NVTA Bond Proceeds, approximately \$33,000,000 (the "**NVTA Project Funding**") for construction of the Innovation Project.

K. The Innovation Project is a part of Phase 2 of the Silver Line project ("**Phase 2**").

L. MWAA has contracted with Capital Rail Constructors, LLC, a Joint Venture (the "**Contractor**") to build the rail and station components of Phase 2, including the Innovation Project, pursuant to that certain Design-Build Contract dated May 14, 2013 (the "**Phase 2 Contract**").

M. MWAA is using one or more loans, known as Transportation Infrastructure Finance and Innovation Act ("**TIFIA**") loans (the "**TIFIA Financing**") from the Department of Transportation under the auspices of the Federal Transit Administration ("**FTA**"), to pay a portion of the cost to construct Phase 2.

N. The costs of the Innovation Project have been and will continue to be incurred as a part of the costs of Phase 2.

O. MWAA has agreed to support Fairfax in documenting that the requirements of the NVTA Project Funding are met with respect to the costs of Phase 2 that MWAA and Fairfax, in consultation with NVTA as necessary, determine are allocable to the Innovation Project.

P. The Parties understand that NVTA has determined that (i) compliance with the rules governing the documentation of Phase 2 costs to support payment with the proceeds of the TIFIA Financing are substantially similar to, and at least as stringent as, the rules governing documentation of Innovation Project costs to support payment with the proceeds of the NVTA Project Funding; (ii) MWAA's compliance with FTA and other federal requirements applicable to procurement and other matters will satisfy NVTA and

Virginia requirements applicable to all such matters; and (iii) the NVTa Project Funding has been duly authorized by the NVTa Board to finance the Innovation Project.

Q. The Parties understand that NVTa Project Funding is available to reimburse expenses that are incurred within the scope of the Innovation Project, and that the Parties will endeavor to secure such reimbursement as set forth in this Agreement, but that Fairfax does not guarantee that NVTa will reimburse any particular expense and that the final decision regarding whether any particular expense should or will be reimbursed with NVTa Project Funding rests solely with the NVTa.

R. The Parties agree that MWAA will act as "Owner" under the Phase 2 Contract and will administer the expenditure of the NVTa Project Funding for costs of the Innovation Project as part of Phase 2.

S. The Parties each have authorized their respective designees to execute this Agreement.

NOW THEREFORE, in consideration of the promises made and mutual covenants and agreements contained herein, the Parties agree as follows:

A. MWAA's Obligations

1. MWAA shall continue to engage the Contractor to complete or perform the Innovation Project as part of Phase 2 in accordance with (i) the Phase 2 Contract, which requires the Contractor to build Phase 2 in accordance with all applicable federal, state, and local laws and regulations, and (ii) all terms and conditions of this Agreement.
2. MWAA shall provide Fairfax and NVTa prompt access as either may request to all Innovation Project records to enable Fairfax and NVTa to verify to their respective satisfaction that (i) the Innovation Project remains the same as presented to NVTa in order to obtain the NVTa Project Funding as described in Appendix B, (ii) all work performed or to be performed as part of the Innovation Project and paid for with NVTa Project Funding complies with Va. Code Ann. Sections 33.2-2510 (A) and (C)(1), and (iii) that NVTa cash flow estimates as set forth in Appendix B remain accurate throughout the life of the Innovation Project.
3. MWAA shall provide Fairfax prompt access to all records in the possession of MWAA related to the funding of design and engineering for the Innovation Project, including all environmental work, right-of-way



acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions.

4. MWAA shall use NVTAFunding only to pay Innovation Project costs as permitted by this Agreement and the NVTAAct. NVTAFairfax may but are not obligated to notify MWAA in advance that NVTAFunding may not be used to pay a particular cost and, in the event such notification is provided, MWAA will not submit a Payment Requisition as defined below with respect to any such cost. In this Agreement, references to payment of a cost by MWAA with NVTAFunding include the reimbursement to MWAA of a cost otherwise eligible for NVTAFunding that previously was paid by MWAA from any other source of funds.
5. Each draw request or other request for payment of the proceeds of the NVTAFunding ("Payment Requisition") submitted by MWAA shall be consistent with Appendix C.
6. MWAA shall consult with NVTAFairfax to ensure that MWAA's method or methods for determining which Phase 2 costs are properly allocable to the Innovation Project are satisfactory to NVTAFairfax.
7. MWAA and Fairfax shall endeavor to agree on the eligibility of a cost for NVTAFunding. In the event they do not agree, MWAA shall not apply proceeds of the NVTAFunding to costs that Fairfax has specifically advised MWAA, in writing, are ineligible for payment using the NVTAFunding. Fairfax shall document any such advice to MWAA's reasonable satisfaction.
8. MWAA shall provide Fairfax access to the Phase 2 project schedule, which includes activities for the Innovation Project, as updated from time to time.
9. MWAA shall assist Fairfax with Fairfax's submittal of draw requests for the NVTAFunding as follows: (i) MWAA shall provide to Fairfax from time to time copies of TIFIA Funding draw requests that have been submitted by MWAA for draws under the TIFIA Financing and that that MWAA believes include Innovation Project costs; (ii) MWAA shall identify which costs in such draw request are Innovation Project costs and certify, in the form attached hereto as Appendix D, the amount of such costs based on

MWAA's good-faith application of this Agreement; and (iii) MWAA shall assist Fairfax as necessary to respond to any request for clarification by NVTa regarding any information provided by MWAA as described in this sentence. Fairfax shall endeavor in good faith to satisfy all other NVTa draw conditions. However, Fairfax and MWAA shall have no liability to each other in the event that NVTa does not honor one or more Payment Requests. Fairfax shall request that NVTa make electronic transfer of funds drawn directly to or for the account of MWAA.

10. MWAA shall release or return any unexpended funds from the NVTa Project Funding to NVTa on behalf of Fairfax no later than 90 days after final payment has been made to the Contractor.
11. MWAA shall maintain complete and accurate financial records relative to Phase 2. Those records shall include the Innovation Project, but the Innovation Project records will not be maintained separately. MWAA shall deliver such records to WMATA upon acceptance by WMATA of Phase 2. MWAA will obtain WMATA's agreement that, upon acceptance of Phase 2 by WMATA, WMATA will (i) retain the Phase 2 financial records and a complete set of architectural and engineering plans, final site plans, inspection records, testing records, and as-built drawings for the Innovation Project, as part of the records of Phase 2, for all time periods as may be required by FTA regulations and the Virginia Public records Act, Chapter 7 of Title 42.1 of the Code of Virginia, as amended. MWAA shall provide Fairfax and NVTa access to any such records described above free of charge, upon request.
12. MWAA shall reimburse NVTa, directly or through Fairfax as determined by Fairfax, for all NVTa Project Funding that MWAA misapplies or uses in violation of the NVTa Act, Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), as determined by NVTa, plus interest at the "NVTa Rate" as described below. Provided and to the extent that any such reimbursement is for a cost that is within the scope of the term "Dulles Rail Project Cost" as used in the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007, by and between MWAA, Fairfax, and Loudoun County, Virginia (**the "Funding Agreement"**), the cost so reimbursed, and any required interest payable with respect to that reimbursement, shall be funded proportionally as provided in § 2.2(b)(1) of the Funding Agreement. The "**NVTa Rate**" means the rate that will provide NVTa with the total interest that NVTa would have earned from its invested funds on the

amount of the reimbursement, calculated from the date that NVTA disbursed funds to MWAA that are reimbursed to NVTA through the date of reimbursement of those funds to NVTA.

13. MWAA shall name Fairfax, NVTA, and NVTA's Bond Trustee or require that all MWAA's contractors name Fairfax, NVTA and NVTA's Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of MWAA for the Innovation Project and present NVTA and Fairfax with satisfactory evidence thereof before any NVTA Project Funding is used by MWAA for the Innovation Project.
14. MWAA generally may fund the costs of administering the NVTA Project Funding with the proceeds of such funding, provided, however, that NVTA shall retain the final authority to determine whether any particular such costs should or should not be paid with NVTA Project Funding.
15. MWAA will, upon completion, turn the Innovation Project over to WMATA by deed, long-term lease, and/or easement, for WMATA's ownership, use, and operation, subject where applicable to the rights of the United States of America as fee owner of the underlying land. Any such deed, lease or easement shall provide that no part of the Innovation Project paid for with NVTA Project Funding (the "**NVTA Innovation Project Assets**") may during its useful life be transferred to private ownership without the prior written consent of NVTA and that all of the NVTA Innovation Project Assets shall be used for the transportation purposes of Phase 2 throughout the useful life of the NVTA Innovation Project Assets. Under no circumstances will NVTA, Fairfax or MWAA be considered responsible or obligated to operate and/or maintain the Innovation Project after its completion.
16. Appendix E is a copy in substantial form of the tax covenants that Fairfax, as the "Recipient Entity" as used therein, will be required to execute as part of the Fairfax-NVTA Agreement (defined below). MWAA shall utilize any Project Funding derived from NVTA Bond Proceeds in a manner consistent with the requirements of the tax covenants attached as Appendix E and shall make such factual representations to NVTA as may be reasonably required by NVTA to support NVTA's determination of compliance with the tax covenants attached as Appendix E.

17. For any portion of the Innovation Project planned to be submitted for acceptance by the Commonwealth into its transportation system, MWAA will direct the Contractor to comply with the "Standards, Requirements and Guidance" of the Virginia Department of Transportation ("VDOT") with respect to that portion of the Innovation Project.
18. MWAA recognizes that neither NVTa nor Fairfax is responsible for obtaining any permits and permissions necessary to construct and/or operate the Innovation Project, including but not limited to, obtaining, to the extent applicable, VDOT and local land use permits, zoning approvals, and regulatory approvals.
19. MWAA shall provide a certification to NVTa no later than 90 days after final payment to the Contractor that, to MWAA's actual knowledge, the Contractor and MWAA adhered to all applicable laws and regulations and all requirements of this Agreement.

B. Fairfax's Obligations

1. Fairfax shall coordinate all matters involving the NVTa Project Funding and shall perform all obligations related thereto that are not expressly undertaken by MWAA under this Agreement.
2. Fairfax shall arrange for NVTa to provide to MWAA the NVTa Project Funding for the Innovation Project, all on a reimbursement basis as set forth in this Agreement, on the condition that NVTa is satisfied that each Payment Requisition submitted to NVTa by MWAA justifies payment by NVTa to MWAA of the requested portion of the NVTa Project Funding.
3. Fairfax shall request that NVTa promptly review any Payment Requisition submitted by MWAA in accordance with the requirements of this Agreement and make electronic transfer of funds from NVTa to or for the account of MWAA upon completion of NVTa's review of the Payment Requisition as set forth in the Fairfax-NVTa Agreement, defined below.
4. As provided in the Standard Project Agreement for Funding and Administration between NVTa and Fairfax dated July 23, 2015 (the "**Fairfax-NVTa Agreement**"), NVTa will assign a Program Coordinator for

the Innovation Project, who generally will be responsible for monitoring the Innovation Project and whose specific duties are set forth in the Fairfax-NVTA Agreement. When Fairfax learns that the NVTA has assigned such a Program Coordinator, Fairfax will inform MWAA of the Program Coordinator's identity and will do what Fairfax reasonably can to facilitate the Program Coordinator's relationship with MWAA in the performance of the Program Coordinator's duties pursuant to the Fairfax-NVTA Agreement.

5. Fairfax shall use its best efforts to facilitate NVTA's periodic compliance reviews scheduled in advance for the Innovation Project so as to enable NVTA to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of MWAA's financial records for the Innovation Project and on-site inspections.
6. Fairfax shall make available to MWAA such applicable recommendations as Fairfax may have to assist the Parties in carrying out the terms of this Agreement in accordance with applicable law.

C. Procedure Following Negative NVTA Review

The Parties understand that, in accordance with the provisions of the Fairfax-NVTA Agreement, if, as a result of NVTA's review of any Payment Requisition or of any NVTA compliance review, NVTA staff determines that Fairfax or MWAA has misused or misapplied any NVTA funds in breach of this Agreement or in contravention of the NVTA Act, Chapter 766, or other applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise Fairfax's and MWAA's designated representatives in writing. Fairfax and MWAA each thereafter will have thirty (30) days to respond in writing to NVTA's initial findings or, if so desired by both Fairfax and MWAA, they instead may submit a joint response within that time period. NVTA's staff will review the response or responses and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA may withhold further funding on the Innovation Project. If NVTA makes a final determination that Fairfax or MWAA has misused or misapplied funds in contravention of this Agreement or applicable law, NVTA may cease further funding for the Innovation Project and will seek reimbursement all funds previously remitted by NVTA (with interest earned at the NVTA Rate) which NVTA concludes were misapplied or misused by Fairfax or MWAA. To the

extent any such reimbursement is for a cost that is within the scope of the term "Dulles Rail Project Cost" as used in the Funding Agreement, the cost so reimbursed, and any required interest payable with respect to that reimbursement, shall be funded proportionally as provided in § 2.2(b)(1) of the Funding Agreement. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies to challenge any such determination by NVTa.

D. Term

1. This Agreement shall be effective upon execution and delivery by both Parties.
2. MWAA may, by written notice to Fairfax, terminate this Agreement, for cause, in the event of a material breach by Fairfax of this Agreement that has continued more than sixty (60) days after written notice to Fairfax of the alleged default. If this Agreement is so terminated, Fairfax shall request that NVTa pay for all Innovation Project costs incurred through the date of termination. The Virginia General Assembly's failure to appropriate funds to NVTa as described in Paragraph F of this Agreement, or repeal of the legislation establishing the NVTa Fund, shall not be considered material breaches of this Agreement by Fairfax.
3. Fairfax may, by written notice to MWAA, terminate this Agreement if NVTa terminates the NVTa Agreement. In addition, Fairfax may, by written notice to MWAA, terminate this Agreement, for cause, in the event of a material breach by MWAA of this Agreement that has continued more than sixty (60) days after written notice to MWAA of the alleged default. If this Agreement is so terminated for either reason, MWAA will release or return to NVTa all unexpended NVTa Project Funding no later than sixty (60) days after the date of termination. In addition, if NVTa finds that any other NVTa Project Funding was expended in violation of this Agreement or applicable law and demands the return of such funding, then within sixty (60) days after written notice to Fairfax or MWAA of such determination and demand, MWAA shall refund to NVTa, on behalf of Fairfax, any such NVTa Project Funding, together with interest at the NVTa Rate. To the extent any such refund is a Dulles Rail Project Cost, it shall be funded proportionally as provided in Section A.12 above.

E. Disputes

In the event of a dispute under this Agreement, the Parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. Fairfax's County Executive and MWAA's Chief Executive Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to Fairfax and to MWAA's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies, except that both sides waive all damages for each other's default other than the non-breaching party's direct out-of-pocket costs caused by the breaching party.

F. MWAA, Fairfax, and NVTa To Have No Financial Interest in Project Assets

MWAA intends to obtain an agreement by WMATA, or in the case of certain ancillary facilities (such as roads) by VDOT and/or Fairfax, to use the **Innovation Project Assets** for the transportation purposes of Phase 2. The parties agree that because the Innovation Project Assets will be conveyed to WMATA, MWAA will not convey to NVTa any financial interest in the value of any of the Innovation Project Assets.

G. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Innovation Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) Fairfax's obligation to provide NVTa Project Funding to MWAA under this Agreement is subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly. However, NVTa has in its possession \$33,000,000 to provide the NVTa Project Funding described in this Agreement. This sum has been appropriated; however, funding for the operations of NVTa is subject to annual approval by the Virginia General Assembly, and thus NVTa's

ability to pay out any portion of the NVT A Project Funding is subject to such approval.

H. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) To Fairfax:

Tom Biesiadny, Director  
Fairfax County Department of Transportation  
4050 Legato Road, 4th Floor  
Fairfax, VA 22033-2867

2) To MWAA:

Controller  
Metropolitan Washington Airports Authority  
198 Van Buren Street, Suite 300  
Herndon, Virginia 20170

With a copy to

MWAA General Counsel  
Metropolitan Washington Airports Authority  
1 Aviation Circle  
Washington, D.C. 20001

I. Assignment

This Agreement shall not be assigned by either Party unless express written consent is given by the other party.

J. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both Parties.



K. No Personal Liability or Creation of Third Party Rights

Neither this Agreement nor any certificate or other document delivered pursuant to this Agreement shall be construed as creating any personal liability on the part of any officer, employee, or agent of the Parties; nor shall it be construed as giving any rights or benefits to anyone other than the Parties hereto.

L. No Agency

MWAA represents that it is not acting as a partner or agent of Fairfax; and nothing in this Agreement shall be construed as making any Party a partner or agent with any other Party.

M. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

N. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The Parties acknowledge and agree that such recitals are true and correct.

O. Mutual Preparation and Fair Meaning

The Parties acknowledge that this Agreement has been prepared on behalf of all Parties and shall be construed in accordance with its fair meaning and not strictly construed for or against either Party.

P. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

Q. Program Costs.

The NVT A Project Funding may be used to pay all reasonable costs of compliance with NVT A requirements, as determined by and subject to the approval of NVT A, including without limitation the costs, determined by MWAA

acting reasonably and agreed to by Fairfax, of assisting Fairfax in preparing and submitting all draw requests to NVTA.

R. Status of NVTA Funding.

NVTA Project Funding actually received and retained by MWAA shall be credited 16.1% to Fairfax, 4.1% to MWAA Non-DTR Funds, 4.8% to Loudoun County, and 75% to DTR Funds, as those terms are used in Section 2.2(b)(1) of the Funding Agreement, for purposes of computing the Total Capital Contributions of each party to the Funding Agreement.

S. Construction of Agreement.

This agreement is intended by the Parties to be construed as a whole and indivisible and its meaning is to be ascertained from the entire instrument. All parts of the Agreement are to be given effect with equal dignity, including but not limited to the recitals at the beginning of this Agreement, and all such parts, including the recitals, are to be given full force and effect in construing this Agreement. No provision of any recital shall be construed as being controlled by or having less force and effect than any other part of the Agreement because the provision is set forth in a recital.

[intentionally left blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by its duly authorized representative.

**Fairfax County**

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

Print Name: \_\_\_\_\_

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

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

**Metropolitan Washington Airports Authority**

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

Print Name: \_\_\_\_\_

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

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

## **Appendices**

- A. Innovation Project Description
- B. Innovation Project Budget and Cash Flow Projection
- C. NVT A Form of Payment Requisition
- D. Form of Draw Certificate
- E. Tax Covenants



## Basic Project Information

1. **Submitting Agency:**  
Fairfax County
2. **Project Title:** Innovation Center  
Metrorail Station
3. **Project Type:**  
☐ Roadway ☒ Multimodal ☒ Transit
4. **Project Description/Scope:** Design, Right of Way (ROW), and Construction of the Silver Line Phase II Innovation Center Metrorail Station.
5. **Route (if applicable)/Corridor:**  
Route 267 / Corridor 1
6. **Total Project Cost:** \$89,000,000
7. **Total Funds Included:** \$33,000,000
8. **Phase/s of Project Covered by Funding:** Design, ROW, and construction of the Silver Line Phase II Innovation Center Metrorail Station, including pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/ Dulles Toll Road, all in accordance with the approved project plans and environmental approvals.  
Design/Build project delivery.



9. **Project Milestones** (*by phase, include all phases*):
  - Design Start: FY 2014 Construction
  - Complete: Summer 2018
10. **In TransAction 2040 plan?**  
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
Yes. CLRP, ID# 1981
12. **Leverages Sources:**
  - ☒ Local ☐ State ☐ Federal
  - ☐ Other (*please explain*)  
Design and ROW funded with \$28,000,000 in toll revenues and local county funding

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier III Congestion Reduction Relative to Cost:**

**Tier II** 6 out of 8 points

**Plan** ☒ CLRP ☐ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

**APPENDIX B-PROJECT BUDGET & CASH FLOW****PROJECT IDENTIFICATION AND PROPOSED FUNDING**

Project Title: Innovation Center Metrorail Station  
 Project Contact Information: Mark Canale, (703)877-5688, mark.canale@fairfaxcounty.gov

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds
Design Work	\$ 3,000,000		\$ 3,000,000
Engineering	\$ -		
Environmental Work	\$ -		
Right-of-Way Acquisition	\$ -		
Construction	\$ 30,000,000	\$ 21,000,000	\$ 9,000,000
Contract Administration	\$ -		
Testing Services	\$ -		
Inspection Services	\$ -		
Capital Asset Acquisitions	\$ -		
Other	\$ -		
<b>Total Estimated Cost</b>	<b>\$ 33,000,000</b>	<b>\$ 21,000,000</b>	<b>\$ 12,000,000</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work				\$ 1,490,000		\$ 1,010,000		\$ 500,000		
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction	\$ -			\$ 2,950,000		\$ 4,350,000	\$ 21,000,000	\$ 1,700,000		
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,440,000</b>	<b>\$ -</b>	<b>\$ 5,360,000</b>	<b>\$ 21,000,000</b>	<b>\$ 2,200,000</b>	<b>\$ -</b>	<b>\$ -</b>

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ -	\$ 1,110,000	\$ -	\$ 1,340,000	\$ 5,250,000	\$ 550,000		
August										
September										
October			\$ -	\$ 1,110,000	\$ -	\$ 1,340,000	\$ 5,250,000	\$ 550,000		
November										
December										
January			\$ -	\$ 1,110,000	\$ -	\$ 1,340,000	\$ 5,250,000	\$ 550,000		
February										
March										
April			\$ -	\$ 1,110,000	\$ -	\$ 1,340,000	\$ 5,250,000	\$ 550,000		
May										
June	\$ -									
<b>Total per Fiscal Year</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 4,440,000</b>	<b>\$ -</b>	<b>\$ 5,360,000</b>	<b>\$ 21,000,000</b>	<b>\$ 2,200,000</b>	<b>\$ -</b>	<b>\$ -</b>

Fairfax County Official

Signature

Title

Date

Print name of person signing

Metropolitan Washington Airports Authority Official

Signature

Title

Date

Print name of person signing

**APPENDIX C****FORM OF REQUISITION**

NVTA Project Number: \_\_\_\_\_

NVTA Project Title: \_\_\_\_\_

Draw Request Number: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Northern Virginia Transportation Authority  
 3040 Williams Drive  
 Suite 200  
 Fairfax, Virginia 22031

Attention \_\_\_\_\_, Program Coordinator:

This requisition, including required Detailed PayGo and/or Detailed NVTA Bond Proceeds Request Forms, is submitted in connection with the Standard Project Agreement for Funding and Administration dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ (the "Recipient Entity"). The Recipient Entity hereby requests \$\_\_\_\_\_ of NVTA funds, to pay the costs of the Project set forth in the Attached Detailed PayGo and/or Detailed NVTA Bond Proceeds Request forms and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of the Recipient Entity's approved costs of the Project, (ii) the Recipient Entity is responsible for payment to vendors/contractors, (iii) the Recipient Entity is not in default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in Appendix D to the agreement, (iv) the representations and warranties made by the Recipient Entity in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of the Recipient Entity, no condition exists under the Agreement that would allow NVTA to withhold the requested advance.

**RECIPIENT ENTITY**

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

Name: \_\_\_\_\_

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

**Recommended For Payment**

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

Name: \_\_\_\_\_

Title: NVTA Program Coordinator

## DETAILED NVTB BOND PROCEEDS REQUEST

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 NVTB Project Number: \_\_\_\_\_ Project Title: \_\_\_\_\_

Cost Category	NVTB Approved Project Costs	NVTB Bond Proceeds Requests Previously Received	NVTB Bond Proceeds Requisition Amount this Period	Remaining NVTB Bond Proceeds Budget (Calculation)
<b>Project Starting Balance</b>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

### LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

#### Instructions

1. Column B-Please list approved NVTB Bond Proceed Project Cost per category.
2. Column C-Please list Total NVTB Bond Proceed Project Amounts per Category Previously Reimbursed by NVTB
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining Bonded Projects Budget per Category

#### Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
2. Column C- Please list the invoice number as it appears on the Invoice
3. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
4. Column E- Please enter the dollar amount listed on the invoice.
5. The calculated Requisition Amount should equal the total in Column D in the Schedule above.



## DETAILED PAYGO REQUEST

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 NVTa Project Number: \_\_\_\_\_ Project Title: \_\_\_\_\_

Cost Category	NVTa Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
<b>Project Starting Balance</b>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

## LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

### Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by NVTa
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

### Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
2. Column C- Please list the invoice number as it appears on the Invoice
3. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
4. Column E- Please enter the dollar amount listed on the invoice.
5. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

**Appendix D**  
**Form of Draw Certificate**

The METROPOLITAN WASHINGTON AIRPORTS AUTHORITY ("**MWAA**") certifies to FAIRFAX COUNTY, VIRGINIA ("**Fairfax**") that: (1) those costs that are shown on the attached copy of the TIFIA Funding draw request submitted by MWAA to the U.S. Department of Transportation on \_\_\_\_\_, 20\_\_\_\_, and that are identified by MWAA as Innovation Project costs, are Innovation Project costs within the meaning of that certain Project Agreement Between Fairfax and MWAA dated \_\_\_\_\_, 2015 (the "**Agreement**"); (2) any funding for costs so identified by MWAA as Innovation Project costs that is received by MWAA from the Northern Virginia Transportation Authority ("NVTA") through Fairfax in accordance with the Agreement will be applied solely and exclusively for the payment or reimbursement of those Innovation Project costs; (3) MWAA is responsible for any payment to vendors or contractors for the costs identified by MWAA as Innovation Project costs; (4) MWAA is not in default of any of its obligations under the Agreement, (5) the representations and warranties made by MWAA in the Agreement are true and correct as of the date of this Certification; and (5) to the knowledge of MWAA, no condition exists that would allow the NVTA to withhold from Fairfax any funding for costs identified by MWAA as Innovation Project costs.

This certificate is given by MWAA based on the actual knowledge of the undersigned officer of MWAA.

Dated: \_\_\_\_\_

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

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

Print Name: \_\_\_\_\_

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

**APPENDIX D****TAX COVENANTS**

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

ACTION – 21

Endorsement of Comments on the I-66 Inside the Beltway Multimodal Improvement Project (Dranesville, Mason and Providence Districts)

ISSUE:

Board endorsement of comments on the I-66 Inside the Beltway Multimodal Improvement Project.

RECOMMENDATION:

The County Executive recommends that the Board endorse the following comments on the I-66 Inside the Beltway Multimodal Improvement Project which are contained in a letter to Secretary of Transportation Aubrey Layne (Attachment I):

- The multimodal projects supported by the toll revenues should address transit operating costs, including service to and from the Dulles Corridor;
- Addressing negative impacts on the adjacent and parallel roadway network should be high priorities for toll road revenues, and to the extent possible, these projects should be completed before tolling is implemented;
- The impacts of tolling I-66 on local roadways should be monitored regularly and these impacts should be considered in the decision making process for widening I-66 inside the Beltway;
- The timing of widening I-66 inside the Beltway should be flexible;
- Impacts on Washington Dulles International Airport traffic should be addressed;
- Viable free options to using I-66 during the peak periods should be provided, particularly in the counter-flow direction;
- The impact of widening I-66 without implementing the other multimodal improvements should be modeled for comparison purposes; and
- More data on the impacts of tolling traffic in the counter-flow direction, particularly eastbound I-66 in the evening, should be provided before final votes on the framework agreement for the project are taken.

TIMING:

The Board should act on this item on September 22, 2015, so that the Board's comments can be taken into account while the project is being developed.

BACKGROUND:

Governor McAuliffe is interested in proceeding with multimodal improvements, including High Occupancy Toll (HOT) Lanes, on I-66 inside the Beltway. These improvements will include dynamically tolling I-66 inside the Beltway during peak periods in both directions, and using the proceeds for a package of multimodal improvements that will benefit the toll payers, including bus service, eight-car trains for Metrorail, bike and pedestrian facilities along the corridor, and eventually, widening the interstate between the Dulles Connector Road and Fairfax Drive in Arlington. The project is scheduled to be implemented by 2017. Originally, it was proposed that only HOV-3 and higher vehicles be allowed to use the facility for free during the peak periods. However, the Secretary has agreed to allow HOV-2 and higher vehicles use I-66 Inside the Beltway for free initially.

The goals of the project include:

- Increasing person throughput in the corridor;
- Improving travel times;
- Reducing congestion;
- Increasing travel choices for Single Occupant Vehicle (SOV) drivers and transit users; and
- Improving travel conditions on local roads

This policy will then transition to HOV-3 and higher vehicles being free in 2020 as outlined in the region's Constrained Long Range Plan.

Virginia Department of Transportation (VDOT) staff briefed the Board on this project at the Board Transportation Committee meeting on January 20, 2015. Subsequently, Secretary of Transportation Aubrey Layne contacted Arlington Board Chairman Mary Hynes, Fairfax County Board Chairman Sharon Bulova and City of Falls Church Mayor David Tarter requesting assistance in identifying a partner agency in Northern Virginia to assist with the implementation of the multimodal improvement project and manage future revenues generated by the project. Since VDOT intends to implement the toll facility inside the Beltway without a private sector partner, a public sector partner is needed to receive and manage the revenues and facilitate the implementation of the multimodal improvements in the future. The governing bodies of the three jurisdictions requested that the Northern Virginia Transportation Commission (NVTC) serve as the regional partner agency for this project. (The Board of Supervisors acted on this request on March 3, 2015). The Secretary subsequently agreed with this request.

Since January 2015, County staff have been working with staffs from Arlington County, Falls Church, VDOT, the Virginia Department of Rail and Public Transportation (DRPT), and NVTC to pursuing various aspects of this project. One significant effort has been to develop a framework agreement to guide the process for managing the toll road

Board Agenda Item  
September 22, 2015

revenues and selecting projects to be implemented with these revenues. The Board was briefed on this agreement on July 14, 2015, and asked that staff schedule time for the Board to discuss the project itself and consider comments on the project to send to the Secretary. This meeting was held on September 11, 2015.

At the same time, VDOT and DRPT staff and their consultant team have been working on several aspects of the project, including a traffic and revenue study that will estimate the impacts of the I-66 Inside the Beltway Multimodal Project on the roadway network parallel and adjacent to I-66 inside the Beltway. This study was originally expected to be complete in mid-August 2015 which would have allowed County staff time to review it in detail prior to the September 11, 2015, meeting. Arlington County and Falls Church staff scheduled similar meetings with the governing bodies in early to mid-September. Unfortunately, VDOT's consultant is still working on parts of this study, and staff from the three jurisdictions will not have time to adequately review it before these mid-September meetings. In addition, as of early September, the Commonwealth had not yet provided its version of a framework agreement to memorialize various aspects of the project for local government staffs to review. As a result, the schedule for various approvals associated with the project, including the framework agreement, has been delayed. A revised schedule of major milestone actions is included in this item as Attachment II.

Related to the project itself, there are several comments that County staff believes would be helpful to send to Secretary Layne, so that he is formally aware of Fairfax County's concerns as the project is being developed. County staff have been discussing these concerns with VDOT staff during frequent meetings on the project. In addition, staff has incorporated the Board's comments from the September 11, 2015, Board Transportation Committee meeting.

**Multimodal Projects should Address Transit Operating Costs, including service to and from the Dulles Corridor**

The list of multimodal projects that might be implemented with the toll road revenues includes a variety of capital and operating projects, such as intersection improvements on roadways near I-66; bus and Metrorail car purchases; transit operating support; and bike and pedestrian projects. There has been some uncertainty about whether or not transit operating expenses can be funded with the toll road revenues. Staff believes that providing support for transit operating costs is one of the most cost-effective ways to increase person throughput in the corridor and reduce congestion. As a result, transit operating costs should be considered for toll road revenues. Drivers in the Dulles Corridors already pay multiple tolls, and this project will add another one. Consequently, some of the toll revenues should be used to support additional transit service in the corridor to provide an attractive alternatives for these drivers.



**Addressing Impacts on the Adjacent and Parallel Roadway Network should be High Priorities for Toll Road Revenues, and to the extent possible, these Projects should be Completed Before Tolling is Implemented**

There have been concerns about the impact of tolling I-66 on the adjacent and parallel roadway network. In some cases, the tolls might result in High Occupancy Vehicle (HOV-2) vehicles shifting away from I-66 to the adjacent roadway network in the future; however, the ability for Single Occupant Vehicles (SOVs) to pay to use the facility and increased transit service might also attract users to the facility. In the absence of complete updated toll and revenue study information, staff recommends that addressing any negative impacts of tolling on the adjacent and parallel roadway network should be a high priority for the toll road revenues. Recognizing that transportation infrastructure projects can take years to implement, every effort should be made to complete these projects before tolling begins, and before the conversion from HOV-2 to HOV-3. Otherwise, the negative impacts of diversion on specific intersections could be substantial.

**The Impacts of Tolling I-66 on Local Roadways should be Monitored and should be Considered in the Decision Making Process for Widening I-66**

In theory, congestion pricing should ensure that traffic on I-66 inside the Beltway operates at 55 miles per hour. This could result in extremely high tolls, but not demonstrate the need for widening when looked at in isolation. However, these tolls could push some travelers to use parallel roadways. In assessing the impact of the tolls, the local and parallel roads should be monitored regularly, and any negative impacts on these roads should be considered in the decision making process for widening I-66.

**The Timing of Widening I-66 Inside the Beltway should be Flexible**

One of the projects to be considered for the use of the toll revenues is widening of I-66 inside the Beltway. The project submission for the Constrained Long Range Plan approved by the Transportation Planning Board for I-66 inside the Beltway includes this widening after other multimodal improvements have been implemented and their impacts have been assessed. Staff believes that the timeframe for this widening should remain flexible. If multimodal investments are made, and these investments do not relieve congestion on I-66 inside the Beltway, the widening of the roadway, particularly eastbound, should occur as soon as possible.

**Impacts on Washington Dulles International Airport Traffic should be Addressed**

Currently, SOV traffic to and from Dulles Airport is allowed to use I-66 inside the Beltway even during the restricted HOV time periods. This policy has been important to ensuring reasonable access to the airport from Arlington, the District of Columbia and Maryland at all times. Unfortunately, the policy has also lead to a significant number of violators and difficulty enforcing HOV restrictions east of the Dulles Connector Road entrance to I-66. These factors have contributed to congestion on I-66 inside the Beltway. VDOT is proposing to toll all users of I-66 inside the Beltway, including those with origins and destinations at Dulles Airport, if they are not HOV-2 initially or HOV-3 in the future. While this change in policy should improve travel times to Dulles Airport during these peak periods for all users, VDOT should continue to work with the Metropolitan Washington Airports Authority to ensure that this change in policy does not discourage travelers from using Dulles Airport or discourage workers from taking jobs at Dulles Airport.

**Viable Free Options to Using I-66 during the Peak Periods should be Provided, particularly in the Counter-flow Direction**

While I-66 inside the Beltway is currently restricted to HOV-2 and higher during the peak periods in the peak direction, there is no such restriction on travel in the opposite direction. Adding tolling in both directions will ensure 55 mile per hour speeds for HOV-2 and greater initially and HOV-3 in the future, and it will allow people who currently cannot use I-66 at these times to pay to use the facility. However, in the reverse direction, it will mean tolling SOV trips that are currently free. As a result of these new tolling requirements, parallel routes should be improved through techniques such as intersection improvements, enhanced signal timing, increased transit service and improved pedestrian and bicycle facilities to provide viable alternatives for SOVs who decide not to pay the toll.

**The Impact of Widening I-66 Without Implementing the Other Multimodal Improvements should be Modeled**

The traffic modeling work that VDOT is undertaking assumes that multimodal improvements are implemented before I-66 is widening; however, the results do not demonstrate in impacts of widening I-66 inside the Beltway without the multimodal improvements. It would be helpful to see this analysis to ensure that the most cost effective solutions are being implemented.

**More Data on the Impacts of Tolling Traffic in the Counter-flow Direction should be Provided**

The impacts of tolling the counter-flow traffic on I-66 inside the Beltway, particularly on eastbound I-66 in the evening peak period remain unclear. Intuitively, it does not seem that an average toll of \$1.00 to \$2.00 would be sufficient to address congestion on eastbound I-66 east of the Dulles Connector Road in the evening peak period. Additional efforts should be made to verify this information before final decisions about the project are made.

FISCAL IMPACT:

This action has no direct fiscal impact on Fairfax County. The toll road revenues collected on I-66 inside the Beltway will be used for multimodal improvement projects that benefit the toll payers. Some of these projects may be located in Fairfax County. Additionally, these toll road revenues may fund additional bus service starting in Fairfax County.

ENCLOSED DOCUMENTS:

Attachment I: Letter to Secretary of Transportation Aubrey L. Layne, Jr., transmitting the Board's comments on the I-66 Inside the Beltway Multimodal Improvement Project  
Attachment II: Draft Schedule for I-66 Inside the Beltway Activities

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Bob Kuhns, Transportation Planning Division, FCDOT  
Karyn Moreland, Capital Projects and Traffic Operations Division, FCDOT  
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT  
Noelle Dominguez, Coordination and Funding Division, FCDOT  
Malcolm Watson, Coordination and Funding Division, FCDOT

September 22, 2015

The Honorable Aubrey L. Layne, Jr.  
Secretary of Transportation  
Commonwealth of Virginia  
1111 East Broad Street, Room 3054  
Richmond, Virginia 23219

Reference: Fairfax County Comments on the I-66 Inside the Beltway Multimodal  
Improvement Project

Dear Secretary Layne:

Thank you for your leadership in seeking improvements to I-66 inside the Beltway. As you know, this portion of I-66 is extremely congested in both directions during the morning and evening peak periods. The Fairfax County Board of Supervisors appreciates your willingness to pursue solutions to address this congestion.

While the Board has not taken a formal position on the project, on September 22, 2015, the Board endorsed the following concerns about the project:

- The multimodal projects supported by the toll revenues should address transit operating costs, including service to and from the Dulles Corridor;
- Addressing negative impacts on the adjacent and parallel roadway network should be high priorities for toll road revenues, and to the extent possible, these projects should be completed before tolling is implemented;
- The impacts of tolling I-66 on local roadways should be monitored regularly and these impacts should be considered in the decision making process for widening I-66 inside the Beltway;
- The timing of widening I-66 Inside the Beltway should be flexible;
- Impacts on Washington Dulles International Airport traffic should be addressed;
- Viable free options to using I-66 during the peak periods should be provided, particularly in the counter-flow direction;
- The impact of widening I-66 without implementing the other multimodal improvements should be modeled for comparison purposes; and
- More data on the impacts of tolling traffic in the counter-flow direction, particularly eastbound I-66 in the evening, should be provided before final votes on the framework agreement for the project are taken.

These comments and concerns are discussed in more detail in the attachment to this letter. The Board wanted to formally transmit these concerns to you, so that they can be considered and addressed as you develop this project.

The Honorable Aubrey L. Layne, Jr.  
September 22, 2015  
Page Two

Thank you, again, for your leadership in pursuing multimodal improvements to I-66 that will benefit the residents, businesses and visitors of the region. In addition, thank you for including us in the process of selecting the multimodal projects that will be supported with the toll road revenues. We appreciate your collaborative approach to this effort!

If you have any questions or need additional information, please call Tom Biesiadny, Director of Fairfax County's Department of Transportation at (703) 877-5663 or me at (703) 324-2321.

Sincerely,

Sharon Bulova  
Chairman

Cc: Members, Fairfax County Board of Supervisors  
Edward L. Long Jr., County Executive, Fairfax County  
Robert A. Stalzer, Deputy County Executive  
Catherine A. Chianese, Assistant County Executive  
Nicholas Donohue, Deputy Secretary of Transportation  
Helen Cuervo, Administrator, Northern Virginia District, Virginia Department of  
Transportation  
Amanda Baxter, Project Manager, VDOT

Fairfax County Comments about the I-66 Inside the Beltway Multimodal Improvement Project  
September 22, 2015

**Multimodal Projects should Address Transit Operating Costs, including service to and from the Dulles Corridor**

The list of multimodal projects that might be implemented with the toll road revenues includes a variety of capital and operating projects, such as intersection improvements on roadways near I-66; bus and Metrorail car purchases; transit operating support; and bike and pedestrian projects. There has been some uncertainty about whether or not transit operating expenses can be funded with the toll road revenues. Staff believes that providing support for transit operating costs is one of the most cost-effective ways to increase person throughput in the corridor and reduce congestion. As a result, transit operating costs should be considered for toll road revenues. Drivers in the Dulles Corridors are already paying multiple tolls, and this project will add another one. Consequently, some of the toll revenues should be used to support additional transit service in the corridor to provide an attractive alternatives for these drivers.

**Addressing Impacts on the Adjacent and Parallel Roadway Network should be High Priorities for Toll Road Revenues, and to the extent possible, these projects should be completed before tolling is implemented**

There have been concerns about the impact of tolling I-66 on the adjacent and parallel roadway network. In some cases, the tolls might result in High Occupancy Vehicle (HOV-2) vehicles shifting away from I-66 to the adjacent roadway network in the future; however, the ability for Single Occupant Vehicles (SOVs) to pay to use the facility and increased transit service might also attract users to the facility. In the absence of complete updated toll and revenue study information, the Board recommends that addressing any negative impacts of tolling on the adjacent and parallel roadway network should be a high priority for the toll road revenues. Recognizing that transportation infrastructure projects can take years to implement, every effort should be made to complete these projects before tolling begins, and before the conversion from HOV-2 to HOV-3. Otherwise, the negative impacts of diversion on specific intersections could be substantial.

**The Impacts of Tolling I-66 on Local Roadways should be Monitored and should be Considered in the Decision Making Process for Widening I-66**

In theory, congestion pricing should ensure that traffic on I-66 inside the Beltway operates at 55 miles per hour. This could result in extremely high tolls, but not demonstrate the need for widening when looked at in isolation. However, these tolls could push some travelers to use parallel roadways. In assessing the impact of the tolls, the local and parallel roads should be monitored regularly, and any negative impacts on these roads should be considered in the decision making process for widening I-66.

### **The Timing of Widening I-66 Inside the Beltway should be Flexible**

Toll revenues are being considered for the widening of I-66 inside the Beltway. The Constrained Long Range Plan project submission approved by the Transportation Planning Board for I-66 Inside the Beltway includes this widening after other multimodal improvements have been implemented and their impacts have been assessed. The Board believes that the timing of this widening should remain flexible. If multimodal investments are made, and these investments do not relieve congestion on I-66 inside the Beltway, the widening of the roadway, particularly eastbound, should occur as soon as possible.

### **Impacts on Washington Dulles International Airport Traffic should be Addressed**

Currently, SOV traffic to and from Dulles Airport is allowed to use I-66 inside the Beltway even during the restricted HOV time periods. This policy has been important to ensuring reasonable access to the airport from Arlington, the District of Columbia and Maryland at all times. Unfortunately, the policy has also lead to a significant number of violators and difficulty enforcing HOV restrictions east of the Dulles Connector Road entrance to I-66. These factors have contributed to congestion on I-66 inside the Beltway. VDOT is proposing to toll all users of I-66 inside the Beltway, including those with origins and destinations at Dulles Airport, if they are not HOV-2 initially or HOV-3 in the future. While this change in policy should improve travel times to and from Dulles Airport during these peak periods for all users, VDOT should continue to work with the Metropolitan Washington Airports Authority to ensure that this change in policy does not discourage travelers from using Dulles Airport or discourage workers from taking jobs at Dulles Airport.

### **Viable Free Options to Using I-66 during the Peak Periods should be Provided, particularly in the Counter-flow Direction**

While I-66 inside the Beltway is currently restricted to HOV-2 and higher during the peak period in the peak direction, there is no such restriction on travel in the opposite direction. Adding tolling in both directions will ensure 55 mile per hour speeds for HOV-2 and greater initially and HOV-3 in the future, and it will allow people who currently cannot use I-66 at these times to pay to use the facility. However, in the reverse direction, it will mean tolling SOV trips that are currently free. As a result of these proposed new tolling requirements, parallel routes should be improved through techniques such as intersection improvements, enhanced signal timing, increased transit service and improved pedestrian and bicycle facilities to provide viable alternative for SOVs who decide not to pay the toll.

### **The Impact of Widening I-66 Without Implementing the Other Multimodal Improvements should be Modeled**

The traffic modeling work that VDOT is undertaking assumes that multimodal improvements are implemented before I-66 is widening; however, the results do not demonstrate in impacts of widening I-66 inside the Beltway without the multimodal improvements. It would be helpful to see this analysis to ensure that the most cost effective solutions are being implemented.

**More Data on the Impacts of Tolling Traffic in the Counter-flow Direction should be Provided**

The impacts of tolling the counter-flow traffic on I-66 inside the Beltway, particularly on eastbound I-66 in the evening peak period remain unclear. Intuitively, it does not seem that an average toll of \$1.00 to \$2.00 would be sufficient to address congestion on eastbound I-66 east of the Dulles Connector Road in the evening peak period. Additional efforts should be made to verify this information before final decisions about the project are made.



Draft Schedule for I-66 Inside the Beltway Activities  
September 22, 2015

- October 5-7, 2015: VDOT Public Information Meetings on I-66 Inside the Beltway Project
- October 13, 2015: Board Transportation Committee; Update on I-66 Inside the Beltway Project; Staff Presentation on Toll and Revenue Study and Revised Framework Agreement
- November 17, 2015: Board Meeting; Board consideration of I-66 Inside the Beltway Project Endorsement and Framework Document
- December 2-3, 2015: Commonwealth Transportation Board; Consideration of I-66 Inside the Beltway Project and Framework Agreement
- December 3, 2015: Northern Virginia Transportation Commission Meeting; Consideration of I-66 Inside the Beltway Project and Framework Agreement

CONSIDERATION – 1

Amendments to the Fairfax County Consumer Protection Commission Bylaws

ISSUE:

Approval of amendments to the Bylaws for the Fairfax County Consumer Protection Commission.

TIMING:

Board consideration is requested on September 22, 2015 so the Bylaws can become effective, as amended.

BACKGROUND:

The Fairfax County Consumer Protection Commission (Commission) approved proposed amendments to the Commission Bylaws at its meeting on June 16, 2015. The proposed changes include simplifying the text in Article III Officers, Article IV Meetings, and Article V Committee. The changes incorporate Virginia Freedom of Information Act (VFOIA) requirements; specify that all meetings shall be conducted in accordance of *Robert's Rules of Order, Newly Revised*; and clarify that notice given to the public on special meetings and committees of the commission should follow the requirements of VFOIA. All changes comply with law and county policy. The Commission Bylaws were last amended in April 1992.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Consumer Protection Commission Bylaws.

STAFF:

Dave J. Molchany, Deputy County Executive  
Michael S. Liberman, Director, Cable and Consumer Services  
John W. Burton, Assistant County Attorney  
Susan C. Jones, Branch Chief, Consumer Affairs

## **FAIRFAX COUNTY CONSUMER PROTECTION COMMISSION BYLAWS**

### **ARTICLE I. NAME**

The name of this organization is the Fairfax County Consumer Protection Commission, hereinafter referred to as "Commission".

### **ARTICLE II. PURPOSE**

The Commission has been established by the Board of Supervisors of Fairfax County, Virginia ("Board") pursuant to Virginia law for the purpose of advising the Board and to provide periodic reports concerning legislation and consumer issues, consider appeals of license and permit actions of the Department of Cable and Consumer Services, and make recommendations on the number and allocation of Certificates of Public Convenience and Necessity for taxicab operators.

### **ARTICLE III. OFFICERS**

1. Commission Officers. Commission Officers include Chairman, Vice-Chairman, and Secretary.
  - a. Election of Officers. Officers shall be elected annually, at the last regular Commission meeting of the calendar year or the first regular meeting thereafter from a slate of candidates recommended by the Nominating Committee.
  - b. Duties of Officers. The duties of the Chairman are to preside over meetings of the Commission, set the meeting agenda, call special meetings when required, cancel or reschedule meetings when necessary or appropriate, establish ad hoc study committees and appoint chairmen of such Committees, and appoint a Nominating Committee for the annual election of officers. The duties of the Vice-Chairman are to fulfill the duties of the Chair in the absence of the Chairman. The duties of the Secretary are to preside over the meetings in the absence of the Chairman and Vice-Chairman, and to record main motions and amendments for inclusion in the minutes of the meetings.

### **ARTICLE IV. MEETINGS**

1. Quorum. A quorum for all purposes shall consist of a majority of the total number of Commissioners currently appointed and the vote of a majority of the quorum shall be necessary for any action taken. All votes of members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

2. Robert's Rules. Except as otherwise provided by Virginia law or by where the procedures may differ from them, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 *et seq.*, as amended ("VFOIA"), no meetings shall be conducted through telephonic, video, electronic, or other communication means where the members are not physically assembled to discuss or transact public business.

3. Notification of Absence. If a Commissioner cannot be present at a meeting, the Commissioner must notify staff at the earliest opportunity. If a quorum will not be present due to reported absences, staff will inform the Chairman so a determination may be made whether to hold a meeting. The absence of a Commissioner from three consecutive meetings may be reported by staff to the Clerk to the Board of Supervisors.

4. Meeting Time and Location. Regular meetings shall generally be held monthly. The Chairman or Acting Chairman may cancel a meeting under exceptional circumstances. Staff will promptly communicate such decisions to each Commissioner and notify the Office of Public Affairs. All meetings shall be conducted in accordance with VFOIA, and except for closed sessions, all meetings shall be open to the public. All meetings shall be preceded by a notice stating the date, time, and location of its meetings. Except for emergency meetings, notice of a meeting shall be given at least three working days prior to the meeting. Notice, reasonable under the circumstances of emergency meetings, shall be given contemporaneously with the notice provided to members.

5. Special Meetings. Special meetings may be called by the Chairman, if necessary to conduct essential Commission business at times other than regular meetings. Notice to the public, reasonable under the circumstances of special meetings, shall be given contemporaneously with the notice provided to members. Staff will notify Commissioners of such meetings in a timely manner. The agenda of special meetings will include the nature and purpose of the meeting.

6. Commission Matters. Time is set aside on the meeting agenda for Commissioners to (a) request that matters be placed on the agenda for the next meeting, (b) raise urgent matters requiring immediate attention by the Commission and/or staff, and (c) comment on significant consumer issues affecting County residents. Commissioners should limit comments or requests to three minutes, which time may be extended by the Chairman.

## **ARTICLE V. COMMITTEES**

Committees of the Commission. When appropriate, the Chairman may establish *ad hoc* committees to which the Chairman may refer matters of concern. Such committees shall have a chairman appointed by the Chairman of the Commission. All meetings of any such committees shall comply with the notice and other requirements of VFOIA. The committee chairman will also serve as the committee liaison to staff. Interim or final reports of the Committee shall be in writing.

## **ARTICLE VI. COMPLIANCE WITH LAW AND COUNTY POLICY**

The Commission and its members shall comply with all Virginia laws, including, but not limited to, the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 *et seq.*, as amended, VFOIA, and all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions.

## **ARTICLE VII. AMENDMENT OF BYLAWS**

These Bylaws may be amended by the Commission by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors.

Revised June 15, 2015

CONSIDERATION – 2

Amendments to the Fairfax County Tenant-Landlord Commission Bylaws

ISSUE:

Approval of amendments to the Bylaws for the Fairfax County Tenant-Landlord Commission.

TIMING:

Board consideration is requested on September 22, 2015 so the Bylaws can become effective, as amended.

BACKGROUND:

The Fairfax County Tenant-Landlord Commission (Commission) approved proposed amendments to the Commission Bylaws at its meeting on June 18, 2015. The proposed changes include simplifying the text in Article II Purpose, Article III Membership and Term of Office, and Article IV Officers and Their Duties. The changes also incorporate Virginia Freedom of Information Act (VFOIA) requirements; specify that all meetings shall be conducted in accordance of *Robert's Rules of Order, Newly Revised*; and clarify that notice given to the public on special meetings and committees of the commission should follow the requirements of VFOIA. All changes comply with law and county policy. The Commission Bylaws were last amended on November 15, 2007.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Tenant-Landlord Commission Bylaws.

STAFF:

Dave J. Molchany, Deputy County Executive  
Michael S. Liberman, Director, Cable and Consumer Services  
John W. Burton, Assistant County Attorney  
Susan C. Jones, Branch Chief, Consumer Affairs

## **FAIRFAX COUNTY TENANT-LANDLORD COMMISSION BY-LAWS**

### **ARTICLE I – NAME**

The name of this organization is the Fairfax County Tenant-Landlord Commission, hereinafter referred to as the “Commission.”

### **ARTICLE II – PURPOSE**

The Commission has been established by the Board of Supervisors of Fairfax County, Virginia, (“Board”) pursuant to Virginia law for the purpose of giving objective and fair assistance to the County's tenants and landlords. The Commission provides information to educate the public concerning the rights and responsibilities of tenants and landlords, recommends changes in the tenant-landlord law at all levels of government, represents County interests concerning tenant-landlord matters before legislative and other public and private bodies, and makes tenants and landlords aware of the conciliation and mediation services available through the Fairfax County Consumer Affairs Branch of the Department of Cable and Consumer Services, which receives tenant-landlord complaints.

### **ARTICLE III – MEMBERSHIP AND TERM OF OFFICE**

Appointments. Appointments to the Commission shall be determined by the Board. The Commission shall consist of ten commissioners, three commissioners representing tenants, three commissioners representing landlords, and four commissioners representing the community-at-large, one of whom shall be a condominium owner. Regular appointments to the Commission shall be for terms of three years. In the event a commissioner cannot serve or resigns from office, the County staff coordinator shall advise the Clerk to the Board of the vacancy in writing. In the event a commissioner completes his or her term of office, remains qualified to serve as a commissioner, and the Board has not appointed a successor commissioner, then that person may continue to serve as a member until such time as the commissioner is reappointed or a successor commissioner is appointed.

### **ARTICLE IV – OFFICERS AND THEIR DUTIES**

Elections. The officers shall be elected by the commissioners, and the officers shall consist of the Chairman, two Vice-Chairmen, and a Secretary. Every two years, the Chairman shall be elected. The Vice-Chairmen and Secretary shall be elected annually and such election shall be

scheduled at the first meeting of each calendar year. The Chairman shall be elected from the citizen commissioners of the Commission. The Tenant Vice-Chairman shall be elected from the tenant commissioners and the Landlord Vice-Chairman shall be elected from the landlord commissioners. Any commissioner is eligible to serve as Secretary. Two months prior to the election meeting, a slate of candidates shall be nominated from the floor. After nomination, each candidate shall be polled on his or her willingness and ability to serve as an officer of the Tenant-Landlord Commission.

Chairman. The Chairman presides over meetings of the Commission and is eligible to vote at all times. The Chairman has the authority to delegate appropriate functions to commissioner(s) and to request staff assistance from the Chief of the Consumer Affairs Branch.

Vice-Chairman. In the absence of the Chairman at a meeting, a Vice-Chairman shall perform the duties and exercise the powers of the Chairman. The Tenant Vice-Chairman and Landlord Vice-Chairman shall alternate in performing the absent Chairman's duties. In the event that neither the Chairman nor the Vice-Chairmen is available, the citizen commissioner present with the longest tenure on the Commission shall act as Chairman.

Secretary. The secretary, or a duly appointed agent, shall be responsible for recording the minutes of meetings.

Replacement Officers. If an office becomes vacant for any reason, it shall be filled by an election at the next regular meeting having a majority of members present. The newly elected officer shall complete the unexpired term of the officer succeeded. Prior to the election of any replacement officer, all members shall be provided with notice of the proposed election before the meeting at which the replacement is elected.

## **ARTICLE V – MEETINGS**

VFOIA. All meetings shall be conducted in accordance with the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 *et seq.*, as amended ("VFOIA"), and except for closed sessions, all meetings shall be open to the public. The Commission may hold public hearings and report its findings to the Board of Supervisors on tenant-landlord issues that affect the public interest.

Notice. All meetings shall be preceded by a notice stating the date, time, and location of its meetings. Notice of a meeting shall be given at least three working days prior to the meeting. Notice, reasonable under the circumstances of emergency meetings, shall be given contemporaneously with the notice provided to commissioners. Notices of all meetings shall be provided to the Office of Public Affairs for posting at the Government Center and on the County Web site. All meetings shall be conducted in public places that are accessible to persons with disabilities.

Frequency. The Commission shall meet no fewer than six times each year, at the call of the Chairman, and at other times upon the call of any five commissioners with at least a five day notice given to all commissioners. Meetings shall be held at a time agreed to by a majority of the



Commission, and at a place arranged by the staff of the Consumer Affairs Branch.

Voting. A quorum is necessary for a vote. A majority of the Commission shall constitute a quorum, and the vote of a majority of the quorum shall be necessary for any action taken. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of commissioners present and voting. Upon the request of any Commissioner, the vote of each Commissioner on any issue shall be made a matter of record. There shall be no proxies. All votes of commissioners shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or by these bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Public Access. At any meeting, at least one copy of the agenda and, unless exempt under VFOIA, all materials furnished to commissioners shall be made available for public inspection at the same time such documents are furnished to the commissioners. Any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any Commission proceedings.

Records. County staff shall keep minutes of its meetings, and those minutes shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The Consumer Affairs Branch shall provide staff support and maintain records and minutes of the meeting.

## **ARTICLE VI – ATTENDANCE AND PARTICIPATION**

Any commissioner who misses three consecutive meetings or more than half of scheduled meetings within a 12-month period, or who fails to participate in the work of the Commission without good cause acceptable to a majority of the other Commission members may be subject to removal from the Commission.

## **ARTICLE VII – REMOVAL**

Any commissioner(s) may be recommended to the Board for removal from the Commission for cause by a two-thirds majority vote of all of the commissioners.

## **ARTICLE VIII – COMMITTEES**

Standing. The Chairman appoints standing committees and a chairman for each committee with the consent of the majority of the Commission.

Special. The Chairman may appoint special committees and the chairman for each with the approval of a majority of the Commission.

All meetings of any such committees shall comply with the notice and other requirements of VFOIA. To the extent that is practicable, any such committees shall be composed of at least four members. Committee meetings may be held at the call of the Chairman or at the request of two commissioners, with notice to all commissioners.

#### **ARTICLE IX – ARBITRATION**

The Commission shall provide arbitration services. All Commissioners are expected to participate in the provision of these services, and shall serve on arbitration panels at the call of the Chairman. Each such panel shall be composed of one representative from the tenant commissioners, one representative from the landlord commissioners and one representative from the citizen commissioners. The Chairman of each such panel shall be the citizen member. All panel members shall follow the Rules of Procedure as set forth in the Tenant-Landlord Arbitration pamphlet.

#### **ARTICLE X – ANNUAL REPORT**

The Commission may prepare an annual written report that describes the actions and activities of the Commission and plans for future actions and activities. If requested, this report shall be provided to the Clerk to the Board for distribution to the members of the Board and to the County Executive.

#### **ARTICLE XI – COMPLIANCE WITH LAW AND COUNTY POLICY**

The Commission shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions.

In case of a conflict between a provision of these Bylaws and any applicable ordinance or law, including, but not limited to Article 2 of Chapter 12 of the Code of the County of Fairfax, Virginia, as amended, the provisions of the applicable ordinance or law, as the case may be, shall be controlling.

#### **ARTICLE XII - AMENDMENT OF BYLAWS**

These Bylaws may be amended by the Commission by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board. Any such amendments to the Bylaws shall become effective upon approval by the Board.

Revised June 18, 2015

INFORMATION – 1

County Holiday Schedule – Calendar Year 2016

A proposed calendar year 2016 Holiday Schedule for Fairfax County Government has been prepared. County employees are authorized 11 ½ holidays in each calendar year.

The proposed holiday schedule for 2016 lists the Federal Government holidays as well as those of the Fairfax County Public Schools. State employees and the Courts observe the Commonwealth of Virginia designated holidays.

Unless otherwise directed by the Board of Supervisors, the enclosed will be adopted as the holiday schedule for calendar year 2016.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Holiday Schedule – 2016

STAFF:

Edward L. Long Jr., County Executive  
Susan Woodruff, Human Resources Director

### Proposed Holiday Schedule – Calendar Year 2016

HOLIDAY	OBSERVED DAY - DATE	FAIRFAX COUNTY GOVERNMENT	FAIRFAX COUNTY PUBLIC SCHOOLS*	COMMONWEALTH OF VIRGINIA	FEDERAL GOVERNMENT
New Year's Day	Friday Jan 1, 2016	X	X	X	X
Lee Jackson Day	Friday Jan 15	regular work day	regular work day	X	regular work day
Martin Luther King, Jr. Day	Monday Jan 18	X	X	X	X
George Washington's Day	Monday Feb 15	X	X	X	X
Memorial Day	Monday May 30	X	X	X	X
Independence Day	Monday July 4	X	X	X	X
Labor Day	Monday Sept 5	X	X	X	X
Columbus Day	Monday Oct 10	X	X	X	X
Veterans Day	Friday Nov 11	X	regular work day	X	X
Additional Thanksgiving Holiday	Wednesday Nov 23	regular work day	regular work day	½ day	regular work day
Thanksgiving Day	Thursday Nov 24	X	X	X	X
Day After Thanksgiving	Friday Nov 25	X	X	X	regular work day
Christmas Eve Day	Friday Dec 23	X (½ day)	X	X	regular work day
Christmas Day	Monday Dec 26	X	X	X	X
Floating Holiday (Additional Time Off)	Thursday Dec 31	regular work day	X	regular work day	regular work day
Total Holidays		11.5	12	13.5	10

\* The actual dates of some holidays may change to accommodate the student calendar.

INFORMATION - 2

Seven Corners Transportation Studies (Mason and Providence Districts)

On July 28, 2015, the Fairfax County Board of Supervisors approved the Seven Corners Comprehensive Plan Amendment along with ten follow-on motions. Follow-on Motion 4 directed Fairfax County Department of Transportation (FCDOT) staff as follows:

“4. The Board directs staff to conduct a phasing analysis and develop a funding plan for the transportation improvements recommended in the Seven Corners Comprehensive Plan. This effort would result in the following:

- Cost estimates for road and other transportation improvements recommended in the Plan.
- Recommendations on the projected order in which transportation improvements should be implemented to maintain a balance between the future development of Seven Corners and the associated transportation infrastructure over time.
- Conceptual plans for phased implementation of the road improvements, including the entire ring road network, with time duration and estimated costs of each project.
- Descriptions of funding sources and estimates of funds available from each source, based on similar experience elsewhere in the county.

FCDOT should engage stakeholders and the community in the preparation of this funding plan and phasing analysis. When completed, the analysis should be published online.”

Following the approval of the Seven Corners Comprehensive Plan Amendment and associated Follow-on motions, the Board directed FCDOT staff to develop milestones for the transportation studies associated with Follow-on Motion 4, and submit this information to the Board on September 22, 2015.

Seven Corners Transportation Study Milestones

This is to inform the Board that FCDOT intends to conduct the following transportation studies, as directed in Follow-on Motion 4 associated with the Seven Corners Comprehensive Plan Amendment, and has created the attached general timelines/ milestones for each of these studies:

Board Agenda Item  
September 22, 2015

1. Seven Corners Transportation Phasing Study
  - a. This study will identify the chronological order in which recommended transportation improvements should be implemented to maintain a balance between the future development of Seven Corners and the associated transportation infrastructure over time. The study will also include the development of conceptual plans for the phased implementation of road improvements, including the entire ring road network.
2. Seven Corners Transportation Funding Plan
  - a. This study will develop cost estimates for transportation improvement recommendations included in the plan and describe potential funding sources, as well as estimates of funds available from each, that can be used to pay for the improvements over time.

The attached milestone chart is intended to provide an idea of the timelines associated with each of these efforts and the tasks associated with each. Although it is too early to provide specific beginning and completion dates for these efforts, it is anticipated that these studies will commence in late 2015. The phasing study is anticipated to take approximately 20 months and the funding plan is anticipated to take approximately 13 months. These efforts will be conducted concurrently.

FISCAL IMPACT:

There is no fiscal impact associated with this action. On January 28, 2014, the Board approved Transportation Project Priorities (TPP) for funding for FY2015 through FY2020. Funding of \$3 million for advancing improvements to the Seven Corners Interchange was included in the TPP.

ENCLOSED DOCUMENTS:

Attachment 1: Seven Corners Transportation Study Timeline

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Department of Transportation (FCDOT)  
Daniel B. Rathbone, FCDOT  
Leonard Wolfenstein, FCDOT  
Kris Morley-Nikfar, FCDOT

Seven Corners Phasing Study Milestones																					
Task	Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20
1	Develop Scope of Work																				
2	Create and release RFP Select Consultant																				
3	Project Kickoff/Data Collection																				
4	Phasing Study Analysis																				
5	Draft Results/Draft Final Report																				
6	Draft Results/Draft Final Report Review and Refinement																				
7	Completion of final report																				

Seven Corners Funding Plan Milestones														
Task	Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
1	Determine total cost of all transportation improvements in the Seven Corners funding plan.													
2	Determine potential funding sources and mechanisms													
3	Identify available revenues.													
4	Stakeholder participation in development of funding plan													
5	With stakeholder input, assess potential funding sources and mechanisms. Continued stakeholder meetings.													
6	Present funding plan recommendations to the Board Transportation Committee (BTC) and address/incorporate BTC feedback.													
7	Present funding plan recommendations to the Board of Supervisors for approval/endorsement.													



Board Agenda Item  
September 22, 2015

INFORMATION – 3

2015 Virginia Pollutant Discharge Elimination System Permit Annual Report for Fairfax County, Virginia

Fairfax County Department of Public Works and Environmental Services prepared the enclosed annual report for submission to the Virginia Department of Environmental Quality (DEQ) in compliance with Virginia Pollutant Discharge Elimination System (VPDES) Permit VA0088587, Part I, Section E. The annual report documents activities performed by the County between April 1, 2015 and June 30, 2015, to satisfy requirements of its VPDES permit to operate a Municipal Separate Storm Sewer System (MS4). The report is a concise summary of activities related to each permit requirement presented in the order in which they appear in the MS4 permit. The MS4 VPDES Permit Stormwater Management Program Plan for Calendar Year 2015 has been updated in anticipation of the permit renewal. The current permit was issued April 1, 2015.

Unless otherwise directed by the Board of Supervisors, the County Executive will forward the “2015 VPDES Permit Annual Report” to DEQ and to others as requested, and will publish it on the County’s Web site.

FISCAL IMPACT:

No fiscal impact is associated with the submittal of this report to the Department of Environmental Quality.

ENCLOSED DOCUMENT:

Attachment 1: 2015 VPDES Permit Annual Report

This document is available online at:

<http://www.fairfaxcounty.gov/dpwes/stormwater/ms4reports.htm>

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Randolph W. Bartlett, Deputy Director, DPWES

INFORMATION - 4

Fairfax County Transportation Status Report

The Fairfax County Department of Transportation (FCDOT) prepared its biannual report to the Board of Supervisors on transportation projects and activities within the county, called the "Fairfax County Transportation Status Report." The report includes an update on all active projects, including those projects in the Third Four-Year Transportation Program for FY2013 through FY2016 and the Transportation Project Priorities (TPP) for funding for FY2015 through FY2020.

The Third Four-Year Transportation Program for FY2013 through FY2016, which was approved by the Board of Supervisors on July 10, 2012, was designed to enhance mobility, promote and increase safety, and create choices for the commuting public with multi-modal projects that added capacity, reduced congestion, connected missing sidewalk and bicycle links, and provided safe access to transit facilities.

On January 28, 2014, the Board approved the TPP for funding for FY2015 through FY2020. It is envisioned that the TPP will be revised periodically, resulting in a rolling funding plan for county transportation projects. It will also be updated to reflect actions of the Commonwealth Transportation Board, the Northern Virginia Transportation Authority, and other funding agencies.

The attached August 2015 Fairfax County Transportation Status Report includes a project status report with active projects from the current and previous Four-Year Programs, projects in the TPP, and projects in Fairfax County funded by other external sources. TPP projects for which project scoping and initial coordination has begun or is projected to begin in FY2016 are included in the project status report.

This report includes project updates through August 2015, and has been compiled by FCDOT staff in consultation with implementation partners, including the Department of Public Works and Environmental Services, George Mason University, the Metropolitan Washington Airports Authority, the Virginia Department of Transportation, and the Washington Metropolitan Area Transit Authority. Major milestones that have occurred since August 25, 2015, will be included in the next report.

Board Agenda Item  
September 22, 2015

Status reports are posted on the FCDOT website following the Board's review, and project updates from the report will be added to the interactive web-based map on the FCDOT website that is available to the public. The web map graphically shows project locations and allows the user to click on a project and see basic information, including project name, scope, and status. Finally, the project updates will be loaded into the transportation project layers in the county's GIS system, which will be available as a resource to county staff.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Transportation Status Report

STAFF:

Robert A. Stalzer, Deputy County Executive  
James W. Patteson, Director, Department of Public Works and Environmental Services  
Tom Biesiadny, Director, Fairfax County Dept. of Transportation (FCDOT)  
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities  
W. Todd Minnix, Chief, Transportation Design Division, FCDOT  
Eric M. Teitelman, Chief, Capital Projects and Operations Division, FCDOT  
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT  
Michael J. Guarino, Transportation Planner IV, Capital Projects Section, FCDOT  
Smitha L. Chellappa, Transportation Planner III, Capital Projects Section, FCDOT  
Na Yu, Engineering Technician III, Capital Projects Section, FCDOT

# Fairfax County Transportation Status Report



*Prepared by:*  
*Department of Transportation*  
*Capital Projects and Traffic Engineering Division*



August 2015

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## Department of Transportation Summary of Activities and Highlights March 2015 through August 2015

### Projects Completed and Under Construction

- **Completed Projects:** 22 projects were completed since March 2015, consisting of two roadway, one bridge, three intersection improvements, nine pedestrian intersection improvements, and seven pedestrian, bicycle, walkway, and trail projects. These projects include five Transportation Project Priorities (TPP) projects that were approved by the Board on January 28, 2014. To date, five TPP projects have been completed. In addition, 44 bus stop improvement projects were completed.
  - **Backlick Road/Edsall Road** *pedestrian intersection improvements* (Mason)
  - **Braddock Road/Olley Lane** *pedestrian intersection improvements* (Braddock)
  - **Burke Commons Road Walkway** *from Meredith Circle to Roberts Parkway* (Braddock)
  - **Edsall Road/Montgomery Street** *pedestrian intersection improvements, TPP No. 112* (Mason)
  - **Elmdale Road Walkway** *from Braddock Road to Old Columbia Pike* (Mason)
  - **Georgetown Pike Walkway Phase II** *from Utterback Store Road to Falls Chase Court* (Dranesville)
  - **GMU West Campus Bypass** *crossing Route 123, managed by GMU* (Braddock, Springfield)
  - **Jermantown Road and Oak Marr Recreation Center** *pedestrian intersection improvements, TPP No. 139* (Providence)
  - **Lees Corner Road Trail** *from Lee Jackson Highway to Bokel Drive* (Sully)
  - **Little River Turnpike/Old Columbia Pike** *pedestrian intersection improvements, TPP No. 148* (Mason)
  - **Oak Street Walkway** *from Sandburg Street to Morgan Lane* (Providence)
  - **Route 1/Southgate Drive/Bedoo Street** *pedestrian intersection improvements* (Lee, Mount Vernon)
  - **Route 123/Kelley Drive** *storm drainage improvements* (Braddock)
  - **Route 7 Walkway** *from Culmore Shopping Center to Payne Street* (Mason)
  - **Route 29 Bridge Replacement** *over Little Rocky Run* (Springfield)
  - **Route 50/Gallows Road** *pedestrian intersection improvements, TPP No. 124* (Providence)
  - **Stringfellow Road Widening** *from Route 50 to Fair Lakes Boulevard* (Springfield, Sully)
  - **Sunrise Valley Drive/Coppermine Road** *traffic signal installation* (Dranesville)
  - **Sydenstricker Road Walkway** *from Briarcliff Drive to Galgate Drive* (Springfield)
  - **Telegraph Road/Franconia Road** *pedestrian intersection improvements, TPP No. 178* (Lee)
  - **Westmoreland Street/Old Chesterbrook Road Phase II** (Dranesville)
  - **Westpark Drive/Jones Branch Drive** *pedestrian intersection improvements* (Providence)
- **Projects in Construction:** 36 projects are currently under construction. In addition, 23 bus stop improvement projects are in construction.
  - **Beulah Road Walkway Phase I** *from Francis Young Lane to Coral Crest Lane and along Clarks Crossing Road* (Hunter Mill)
  - **Braddock Road/Pleasant Valley Road Roundabout** (Sully)
  - **Braddock Road/Route 123** *interim roadway improvements* (Braddock, Springfield)
  - **Centreville Road/Machen Road** *pedestrian intersection improvements* (Sully)
  - **Cinder Bed Road** *roadway realignment and intersection improvement at Newington Road* (Mount Vernon)
  - **Dulles Rail Phase 2** *from Wiehle-Reston East Metrorail Station to Route 722 in Loudoun County* (Dranesville, Hunter Mill)
  - **Fox Mill Road/Monroe Street** *westbound right turn lane* (Hunter Mill)
  - **Gosnell Road/Old Courthouse Road** *pedestrian intersection improvements* (Providence)
  - **I-66 Active Traffic Management Improvements** (Providence, Springfield, Sully)
  - **I-66 Spot Improvements (Inside the Beltway)** *from Sycamore Street/Washington Boulevard to Dulles Toll Road* (Dranesville)
  - **I-395 HOV Ramp at Seminary Road** (Mason)
  - **International Drive/Greensboro Drive** *pedestrian intersection improvements* (Providence)

- o **Lorton Road Improvements** *from Route 123 to Silverbrook Road* (Mount Vernon)
- o **Old Dominion Drive and McLean Drive** *median and gateway sign* (Dranesville)
- o **Old Dominion Drive/Bellview Road** *intersection improvements* (Dranesville)
- o **Rolling Road Loop Ramp** *additional ramp lane onto NB Fairfax County Parkway* (Springfield)
- o **Route 1 Widening** *from Old Mill Road/Jeff Todd Way to Telegraph Road* (Mount Vernon)
- o **Route 1/Arlington Boulevard** *pedestrian intersection improvements* (Mount Vernon)
- o **Route 1/Lockheed Boulevard/Dart Lane** *pedestrian intersection improvements* (Lee, Mount Vernon)
- o **Route 1/Sacramento Drive/Cooper Road** *pedestrian intersection improvements* (Mount Vernon)
- o **Route 7 Walkway at Columbia Pike Interchange** (Mason)
- o **Route 7 Walkway at Seminary Ramp Streetscape Phase II** (Mason)
- o **Route 7 Widening** *from Rolling Holly Drive to Reston Avenue* (Dranesville, Hunter Mill)
- o **Route 7/Spring Hill Road** *pedestrian intersection improvements* (Providence)
- o **Route 7 Intersection Improvements** *pedestrian intersection improvements from Seven Corners to Juniper Lane* (Mason)
- o **Route 7/Tyco Road/Westwood Center Drive** *pedestrian intersection improvements* (Providence)
- o **Route 7/Gosnell Road/Westpark Drive** *pedestrian intersection improvements* (Providence)
- o **Route 28 Spot Improvements** *widening SB from DTR to Route 50 and NB from McLearen Road to DTR* (Sully)
- o **Route 29 Widening** *northbound from Legato Road to Shirley Gate Road* (Braddock, Springfield)
- o **Route 50 Widening** *from Route 28 to Poland Road* (Sully)
- o **Route 50/Sullyfield Circle/Centerview Drive** *pedestrian intersection improvements* (Sully)
- o **Route 123/Boone Boulevard** *pedestrian intersection improvements, TPP No. 101* (Providence)
- o **Soapstone Drive Walkway** *from South Lakes Drive to Snakeden Stream Valley* (Hunter Mill)
- o **Stringfellow Road Park-and-Ride Lot Expansion and Bus Transfer Facility** (Sully)
- o **Walney Road Bridge Replacement over Flatlick Branch** (Sully)
- o **Wiehle Avenue/Isaac Newton Square South** *pedestrian intersection improvements* (Hunter Mill)

## Bicycle and Pedestrian Programs

The Board directed FCDOT to lead the effort to improve bicycle and pedestrian safety and mobility, including constructing bicycle and pedestrian facilities in high-priority areas of Fairfax County. In 2006, the Board endorsed a Ten-Year Funding Goal of \$60 million for new bicycle and pedestrian projects. Through FY2020, the Board has greatly exceeded this goal by selecting \$313 million in high-priority bicycle and pedestrian improvement projects.

- **Pedestrian and Bicycle Access and Safety:** FCDOT staff continues ongoing outreach and coordination with groups such as Herndon Metrorail Station Access Management Study (HMSAMS), Fairfax County Public Schools (FCPS) Safe Routes to Schools, the county's Transportation Advisory Commission (TAC), the Trails and Sidewalks Committee, and the county's Americans with Disabilities Act (ADA) Compliance Team.
- **Trail, Bike Lane, and Sidewalk Waivers:** FCDOT staff received and processed 14 waivers in coordination with Board members, the Trails and Sidewalks Committee, the Department of Public Works and Environmental Services (DPWES), and the Department of Planning and Zoning (DPZ). Since May 15, 2015, the Transportation Planning Division is responsible for reviewing and responding to all waiver requests.
- **Street Smart:** FCDOT staff work with regional partners on the Street Smart Pedestrian and Bicycle Safety Media Campaigns. The twice-yearly campaigns utilize major-market television and radio, print, and bus advertising to promote safety awareness responsibilities of drivers and pedestrians in both English and Spanish.
- **Bicycle Master Plan:** The Bicycle Master Plan was adopted by the Board of Supervisors on October 28, 2014. The Bicycle Master Plan sets bicycle policies, programs, and facilities for the county.

- **Increase and Enhance Bicycle Parking:** FCDOT continues to install new bicycle racks and new bicycle lockers at locations countywide. New locations will be evaluated based on available funding.
- **Secure Bicycle Parking Facilities:** Staff is finalizing work on new “Bike and Ride” facilities at various locations countywide including: Phase II Silver Line Stations, Stringfellow Road Park-and-Ride Lot, and Springfield Community Business Center Commuter Parking Garage.
- **Vienna Metrorail-City of Fairfax-George Mason University (GMU) Connector:** Work continues on a bicycle route connecting GMU with the Vienna Metrorail Station through the City of Fairfax. This is a cooperative project with the city, GMU, and the Northern Virginia Regional Park Authority. A new trail connection from Towers Park to Vaden Drive will be an integral part of this route. This project has been funded and preliminary engineering is in progress.
- **Bicycle Route Signage-Countywide:** Staff has completed designs for the Reston area near the Metrorail station that would route bicyclists from and to the Metrorail. Staff continues to work on routing locations with the Silver Line Stations.
- **Western Fairfax Historic Cycle Tour:** This pocket map is being updated. Staff is working with the Sully District to pick a sign design which will then be manufactured and placed along the route. Staff will also proceed with printing copies of the map book once completed.
- **Reston Capital Bikeshare Feasibility Study:** The study was completed in July 2014. A second grant providing \$400,000 for bikeshare infrastructure will be used to fund implementation of the program. Staff has met with other county agencies and stakeholders to identify additional funding opportunities that will be needed to implement the project and to identify sites. County has decided to join Capital Bikeshare. Preliminary conversations are underway with property owners where proposed sites will be located.
- **Cinder Bed Road Bikeway:** FCDOT has received \$500,000 in grants to initiate environmental studies and preliminary engineering for the Cinder Bed Road Bikeway. This project will provide a new bicycle and pedestrian facility approximately three miles in length connecting the Franconia-Springfield Metrorail Station and the Springfield Community Business Center to Fort Belvoir and other activity centers to the south. The facility will be a combination of on-road bike lanes and shared use paths.
- **2015 Repaving Program:** VDOT and FCDOT are working in close coordination to identify locations to improve multimodal safety and access by adding bicycle lanes during the annual summer repaving. Through a variety of methods, VDOT and FCDOT are able to add bicycle lanes to roads with extra width or capacity in their current configuration. The summer 2015 program includes over 20 locations with over 35 additional miles of bicycle facilities. Construction continues throughout the summer and fall of 2015.

## Capital Projects and Traffic Engineering Division

The Capital Projects and Traffic Engineering Division (CPTED) consists of the Capital Projects Section (CPS) and the Traffic Engineering Section (TES). CPS is responsible for scoping new multi-modal transportation projects, managing preliminary engineering plans and studies, and coordinating projects with VDOT, FHWA, WMATA, DPWES, the Board, and the general public. TES is responsible for managing traffic issues related to signs, signals, parking, traffic calming, and other residential traffic issues. TES partners with VDOT, the Board, homeowners associations, and citizen groups to resolve issues and implement projects.



### Capital Projects Section

- **Project Scoping**
  - On January 28, 2014, the Board adopted a list of approximately 220 transportation project priorities (TPP) for FY2015-FY2020. Capital Projects staff is responsible for scoping the projects, as well as managing many of the studies and conceptual designs. CPS continues to hold monthly “Project Initiation Meetings” at which stakeholders such as VDOT, Fairfax County Public Schools (FCPS), Fairfax County Park Authority (FCPA), and others, identify project issues and help to determine project scopes.
  - To date, staff have completed 54 scoping packages out of 57 identified for FY2015 and forwarded them to VDOT or the Transportation Design Division (TDD) for implementation. The remaining three scoping packages are expected to be complete by October 2015. Scoping work has started on FY2016 projects, and is ongoing.
- **Studies and Preliminary Plans:**
  - **Braddock Road Multimodal Study:** The study consists of three main components: study widening, HOV, and transit needs from Burke Lake Road to I-495, study widening and transit from Guinea Road to Burke Lake Road, and study a commuter parking and transit center facility on Braddock Road in the vicinity of Burke Lake Road. The study is in progress, identifying possible alternatives. FCDOT is working closely with a Braddock District Task Force that meets regularly to discuss project progress and issues. A commuter survey has been completed, and FCDOT received over 1300 responses.
  - **Jones Branch Connector:** The preliminary design plans for this roadway connection between Jones Branch Drive and Route 123 in Tysons have been developed and a Location and Design Public Hearing was held on December 10, 2014. The FHWA approvals on the NEPA reevaluation documents and the Interchange Modification Report (IMR) were received on February 26, 2015, and March 2, 2015, respectively. FCDOT Transportation Design Division is managing the project through final design and land acquisition, and VDOT will construct the project. VDOT Public Hearing Design approval was received on June 4, 2015, and design coordination is ongoing with various stakeholders and VDOT.
  - **Rolling Road VRE Parking Expansion:** This study will determine the feasibility of adding a garage structure for additional parking. The draft report is under review, and study completion is anticipated in fall 2015.
  - **Route 1 Widening from Mt. Vernon to Napper:** VDOT is managing this project, which is in the early scoping phase. The project will include widening from four to six lanes, bicycle and pedestrian facilities, and provision for future bus transit in the median.
  - **Route 1 BRT Study:** CPS is part of a multi-agency team preparing for Bus Rapid Transit in the median of Route 1 from the Huntington Metrorail Station to Fort Belvoir. The county has initiated the process to hire a project management consultant to assist with the development of this project. The consultant team will aid in project implementation from conceptual design, environmental documentation, public involvement and project oversight. CPS anticipates procuring the consultant team by fall 2015.
  - **Route 1 Transit Center:** This study was intended to select a feasible location, develop a conceptual design, and perform operational analysis for a transit center on the Route 1 corridor. 31 sites were evaluated for the transit center location, and five sites have been analyzed for feasibility. Among them, four were not available for various reasons, and only Site C at South County Government Center is still available. However, there are concerns with bus operations and potential high cost to build a parking garage. As FCDOT is initiating a Route 1 BRT study, it is suggested that it may be more appropriate for the BRT planning to incorporate the transit center study into the BRT study. In this way, a more functional transit center will be developed that will serve the local buses as well as BRT in the Route 1 corridor.
  - **Route 7 Widening from Route 123 to I-495 (Tysons):** This conceptual design study for an eight-lane section (four lanes in each direction) is in progress. Property survey and traffic data collection are complete, and the consultant is preparing future lane configurations. Additional Tysons Consolidated Traffic Impact Analysis (CTIA) modeling is needed to select appropriate lane configurations for all intersections along Route 7. Consultant will present final recommendations in spring 2016.
  - **Route 123/Route 7 Interchange:** This conceptual design study is identifying alternatives for improving the existing interchange in Tysons. Four configurations are being advanced for modelling: a partial cloverleaf interchange, a partial interchange with an elevated pedestrian plaza, a two-quadrant

- intersection, and a conventional at-grade intersection. Consultant presented initial model results on February 26, 2015. Stakeholders meetings and charrettes are being planned for fall 2015. Final study results anticipated in spring 2016.
- o **Route 123/Great Falls Street/Lewinsville Road:** This design study analyzes short to mid-term improvements to the intersection. CPTED staff is working with TPD staff to advance the study to conceptual engineering.
  - o **Route 123 Superstreet:** The optimum roadway configuration along Route 123 between International Drive and Anderson Road is being determined. The roadway reconfiguration is anticipated to improve safety and operations by changing how minor road traffic crosses or turns left at a major road. Requires drivers to turn right onto the main road and then make a U-turn maneuver. Preliminary design plans (30 percent level) are being finalized and a detailed traffic analysis has been completed along the Route 123 segment between I-495 and Anderson Road. Initial concepts developed along the Route 123 segments between International Drive and I-495. A project schedule is also being developed.
  - o **State Street Alignment:** This study analyzed alternative alignments for a new road in Tysons between Greensboro Drive and the planned Boone Boulevard extension. Three alternatives have been identified as possible alignments for the future State Street. A draft report has been prepared outlining the pros and cons of each option.
  - o **Town Center Parkway Rail Support Structure:** This project includes conceptual design of a rail support structure that will carry the Metrorail over the future Town Center Parkway extension. Coordination with MWAA and WMATA on the structure is ongoing and will be constructed as part of the Dulles Metrorail Phase 2 project. The county provided MWAA with funding to modify the rail support structure to accommodate the future underpass.

### Traffic Engineering Section

- **Signage, Community Parking District (CPD) and Residential Permit Parking District (RPPD) Programs, and General Parking**
  - o RPPD issued approximately 6,000 new or renewing permits and passes this six month period.
  - o RPPD assisted approximately 100 lobby walk-in customers, corresponded through approximately 350 emails, and returned nearly 225 Information Line phone calls.
  - o RPPD received 24 inquiries, conducted four parking studies, issued five petitions, and held two public hearings.
  - o CPD received nine inquiries, issued three petitions, and held one public hearing for a large area CPD.
  - o Staff performed reviews for 14 parking restriction requests/inquiries and reviewed and arranged for sign installation in support of 82-5-1(a)(10). More than 550 signs were installed or had maintenance performed.
  - o More than 700 signs were installed or had maintenance performed.
- **Residential Traffic Administration Program (RTAP)**
  - o 20 traffic calming projects were initiated for study.
  - o Four traffic calming projects were approved by the Board of Supervisors for installation.
  - o 14 "\$200 Fine for Speeding" sign requests were received with signs installed on three roads.
  - o Six "Watch for Children" sign requests were received and processed.
  - o Two "Through Truck Restriction" requests were received and are pending VDOT approval.
- **Traffic Engineering**
  - o Traffic Signal at Sunrise Valley Drive and Coppermine Road: The traffic signal was constructed and is fully operational.
  - o Fairfax County Parkway from I-95 to Telegraph Road: Investigate short-term congestion reduction improvements. Draft report was developed and distributed, and comments have been received. The report and recommendations should be finalized in fall 2015.

## Coordination and Funding Division

The Coordination and Funding Division handles coordination and liaison responsibilities between the department, regional agencies, local jurisdictions, and state and federal agencies, and seeks funding from all levels of government for the implementation of transportation projects and services.

- **Commonwealth Transportation Board (CTB)**
  - On June 17, 2015, the CTB approved the county's applications for FY2016 Revenue Sharing funds, totaling \$10 million. The county applied for funds in fall 2015 for the Rolling Road Widening project between the Fairfax County Parkway and Old Keene Mill Road.
  - Staff is currently reviewing projects for the FY2017 cycle for Board endorsement.
  - At the same June meeting, the CTB also approved FY2016 Transportation Alternative Program (TAP) grant funding totaling approximately \$940,000 for the Cross County Trail, Old Courthouse Road (Safe Routes to Schools), and Cinderbed Bikeway projects. Local cash match required for these grant funded projects is approximately \$235,000.
  - The CTB also approved the Policy and Guidelines for Implementation of the HB 2 Project Prioritization Process. Passed by the General Assembly in 2014, HB 2 requires the CTB to develop a statewide prioritization process for a significant amount of state transportation funds. The process is considering congestion mitigation, economic development, accessibility, safety, and environmental quality. The CTB can weigh these factors differently in each of the Commonwealth's transportation districts. Congestion mitigation must be weighted highest in Northern Virginia. The Weighting Framework for Northern Virginia, as well as the Hampton Roads and Fredericksburg areas is: 45 percent for Congestion Mitigation; five percent for Economic Development; 15 percent for Accessibility; five percent for Safety; ten percent for Environmental Quality; and 20 percent for Land Use. This process will be used for both a Statewide High-Priority Projects Program and Transportation District Grant Programs. This Prioritization Process must be used for the development of the Six-Year Improvement Program (SYIP), starting July 1, 2016. Project applications must be submitted for consideration for funding by September 30, 2015. Based on recommendations by the Board regarding what projects will be submitted for consideration, staff will prepare and submit the related applications. During the development of this process, no new state-funded road projects were added to the SYIP.
- **Countywide Dialogue on Transportation (CDOT)**
  - On January 28, 2014, the Board of Supervisors approved its Transportation Project Priorities (TPP) for FY2015 – FY2020, which included approximately 220 projects funded with \$1.4 billion in revenues from various sources. Staff continues to work on TPP implementation consistent with project timelines shared with the Board of Supervisors and the public in May 2014. Many of the project updates provided in this report are projects funded under the TPP. Staff is currently discussing recommended actions for the process and frequency with which the TPP will be updated. When these recommendations are complete, staff plans to discuss them with the Board Transportation Committee in October 2015 and seek Board feedback.
- **Capital Improvement Program (CIP)**
  - Successfully completed the FCDOT portion of the CIP for the County Executive's advertised FY2016 Budget. Began to transition the Transportation Section of the CIP to reflect the new Board of Supervisor's TPP.
- **VDOT Six-Year Improvement Program (SYIP)**
  - Prepared testimony to CTB for VDOT's Revised FY2015 – FY2020 program in fall 2014. Prepared updated testimony for spring 2015 public hearings for the FY2016 – FY2021 SYIP after the CTB releases its draft FY2016 – FY2021 SYIP and approves projects as mandated by HB 2.

- **Cost Benefit Analysis Tool (CBA)**
  - o Analysis has begun on several Fairfax County Parkway ramp and intersection improvements.
  - o Analysis was performed for the Route 123 Superstreet project.
  - o This tool will be used to analyze projects proposed for HB 2 funding.
- **Coordination with Metropolitan Washington Council of Governments Transportation Planning Board**
  - o Submitted 18 new projects for inclusion in the 2015 CLRP as a result of new transportation projects in the county from the Board's adoption of the TPP.
  - o A transportation representative for Fairfax County is participating in the new COG Multi-Sector Working Group (MSWG) to establish goals and strategies to reduce Greenhouse Gas Emissions in the region. An initial meeting was held January 30, 2015, and the final report from the group is due to the COG Board in January 2016.
- **Metro Capital Funding Agreement (CFA)**
  - o The Metro Strategic Plan includes new rail cars and power upgrades for running eight car trains, additional buses for operating Priority Corridor Networks, and rail station improvements to increase the capacity of the Metrorail system infrastructure. WMATA and jurisdictional staff held the kick-off meeting in July 2014 to start the process of renewing the Capital Funding Agreement (CFA) and developing an affordable plan to fund many of the Metro capital improvements that were proposed by WMATA. The WMATA Board decided to postpone CFA meetings while the jurisdictions worked on the FY2016 Budget, and negotiated the 7000 series rail car purchase options. The final FY2016 Budget was adopted in June 2015 that included the purchase of 220 new rail cars and the power upgrades to efficiently operate them. CFA discussions will restart soon with a goal of reaching regional consensus by spring 2016, and signing the new CFA in summer 2016.
- **Virginia Railway Express (VRE)**
  - o Continued to provide input for the development of VRE's System Plan which is an update of VRE's 2004 Strategic Plan. The System Plan identifies critical VRE system needs in a comprehensive manner and prioritizes the service initiatives and capital improvements to advance VRE's long-term strategic vision over the next 20 years. The System Plan was adopted by the VRE Operations Board on January 17, 2014.
  - o Board approved matching funds from the Virginia State Mass Transit Funds for the VRE Lorton Station platform extension and construction of a second platform. Platform extension is scheduled to be completed in summer 2015.
  - o Continued working with an FCDOT team on a feasibility study for the expansion of the Rolling Road VRE Station parking lot. Anticipated completion date of the study is fall 2015.
- **Update Federal Civil Rights (Title VI) Compliance**
  - o FCDOT developed a revised Title VI Program that delineates policies and procedures to ensure that Fairfax County proactively considers the civil rights of citizens in the provision of Fairfax Connector transit services. Fairfax County's Title VI Plan was approved by the Federal Transit Administration (FTA) on November 26, 2014.
  - o FCDOT has updated Fairfax County's Disadvantaged Business Enterprise (DBE) Policy and Goal for FTA. The DBE Policy establishes policies and procedures for ensuring that minority owned businesses are able to compete for transportation construction contracts. It also establishes a goal of 17.7 percent for DBE participation on those contracts. The Board of Supervisors approved the revised DBE Policy and Goal on June 23, 2015.
- **Tysons Transportation Infrastructure Funding**
  - o The Tysons Transportation Service District Advisory Board met twice during spring 2015 to discuss options for the service district tax rate for FY2016. Staff recommended a rate of \$0.05 per \$100 of assessed value be included in the County Executive's FY2016 Advertised Budget. This rate is consistent with the Tysons Transportation Plan adopted by the Board on January 8, 2013. At its March 19, 2015, meeting, the advisory board voted unanimously to recommend to the Board of Supervisors to increase

the service district tax rate from \$0.04 to \$0.05 in FY2016. On April 28, 2015, the Board of Supervisors approved a service district rate of \$0.05 as part of its adopted budget for FY2016.

- **Reston Transportation Infrastructure Funding**
  - Preliminary cost estimates have been obtained for the identified transportation improvements in the Reston Transit Station areas, recommended in the Phase I Reston Plan.
  - A funding plan will be developed to fund the cost of the improvements with coordination and participation from an advisory group of Reston community members and stakeholders. The plan will be presented to the Board Transportation Committee to receive input. The funding plan will then be presented to the Board of Supervisors for formal endorsement.
- **Developer Contribution Funds**
  - Countywide cash proffer collections from February 1, 2015, through August 1, 2015, total \$1,303,626.
  - On January 27, 2015, the Board approved adjustments (+2.18%) to the developer contribution rates consistent with the Consumer Price Index increase during the past year.
- **Northern Virginia Transportation Authority (NVTa): HB 2313 Regional Funds and FY 2021 CMAQ/RSTP Strawman**
  - On January 28, 2014, the Board of Supervisors approved a list of regional projects totaling approximately \$238 million for NVTa consideration for FY2015 and FY 2016 funding. Several projects that Fairfax County submitted will require funding beyond FY2016, and staff will seek funding for those projects through NVTa and other sources in FY2017 – FY2021. On April 23, 2015, NVTa adopted its Two-Year Program, which included \$345.9 million for 37 Regional Projects, including \$90.9 million in funding for the following projects submitted by the county:
    - Fairfax County Parkway Improvements (Study) - \$10 million
    - Frontier Drive Extension & Braided Ramps - \$2 million
    - Rolling Road Widening from Old Keene Mill Road to Franconia Springfield Parkway - \$5 million
    - Route 7 Widening over the Dulles Toll Road Bridge - \$13.9 million
    - Route 28 Widening from the Prince William County Line to Route 29 - \$5 million
    - Connector Bus Purchases – \$6 million
    - West Ox Bus Garage - \$20 million
    - Innovation Center Metrorail Station - \$28 million
    - Route 1 (Richmond Highway) Widening from Mt. Vernon Memorial Highway to Napper Road - \$1 million.
  - NVTa also approved funding for several projects requested by other agencies that will benefit the county:
    - East Elden Street Improvements and Widening (Town of Herndon) - \$10.4 million
    - Franconia-Springfield Platform Expansion (VRE) - \$13 million
    - 8-Car Train Traction Power Upgrades to the Metrorail system located in Virginia (WMATA) - \$8.99 million
  - County staff is working on project funding agreements with NVTa and VDOT for the approved projects.
  - Following the execution of the agreements by NVTa, Fairfax County, and the Towns of Herndon and Vienna, the County began receiving its local share of the regional revenues from NVTa and has created escrow accounts for the Towns of Herndon and Vienna, which can be drawn from for HB 2313 allowable expenses. The county received approximately \$40.3 million in FY2015 funds.
  - On December 2, 2014, the Board of Supervisors authorized FCDOT to apply for FY2021 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Program Funds. The following projects were funded:
    - Countywide Transit Stores (\$620,000)
    - Implementation of Route 1 (Richmond Highway) Multimodal Alternatives Analysis (\$6,767,587)
    - Tysons Corner Roadway Improvements (\$8,000,000)
    - Reston Roadway Improvements (\$2,016,584)
    - Route 7 Widening from Jarrett Valley Drive to Reston Avenue (\$5,000,000)
    - Rolling Road Widening from Old Keene Mill Road to Fairfax County Parkway (\$3,132,413)



- Virginia Railway Express Backlick Road Station Platform Improvements (\$2,000,000)
- **2015 Legislative Summary and Bill Implementation**
  - o During the 2015 Session, the General Assembly passed HB 1887, which makes extensive changes to transportation funding formulas, as well as other changes to reporting and to the Commonwealth Transportation Board. The following changes were made in HB 1887:
    - Replaced the old 40-30-30 (primary-secondary-urban) roadway funding system with a new formula. Under the old system, funds were given directly to the localities. The legislation changed the formula to the following:
      - 45 percent of the funding to state of good repair for the rehabilitation of structurally deficient bridges and deteriorating pavement.
      - 27.5 percent of the funding to the statewide high-priority projects program for projects of statewide importance to be competed under HB 2.
      - 27.5 percent of the funding to highway construction district grant programs (localities would be able to compete for funds under a regional version of HB 2).
      - Provided that any un-programmed funds in the FY2016 – FY2020 SYIP would be split evenly between the high-priority projects program and the highway construction district grant programs.
      - Provided an additional \$40 million annually for transit projects.
      - Amended project prioritization within the Revenue Sharing Program. HB 1887 sets the revenue sharing priorities as: (1) projects that previously received Revenue Sharing funds; (2) projects that meet transportation needs identified in the Statewide Transportation Plan or that accelerate a project in a locality's capital plan; and, (3) projects that address pavement resurfacing and bridge rehabilitation.
  - o The General Assembly also passed HB 2042, which directed VDOT to amend its regulations to permit food truck vending on state highway rights-of-way. The legislation directed VDOT to seek input from affected localities and other stakeholders during the process of amending these regulations. HB 2042 also provides that state regulations will allow localities to regulate the operation of these businesses located on the state highway rights-of-way within the locality, in a manner consistent with local ordinances and the CTB's regulations. The county has been working with the Commonwealth and other stakeholders regarding the implementation of HB 2042.
- **Department of Rail and Public Transportation (DRPT)**
  - o On September 9, 2014, the Board received 19 agreements with DRPT. These agreements provide funding to Fairfax County in FY2015 for county transit capital projects and operations. The FY2015 funding in the Six-Year Improvement Program provides the county with \$38,474,000 for approved county transit capital projects and \$14,311,518 for operating assistance.
  - o On January 13, 2015, Board of Supervisors approved a project agreement amendment with DRPT. This amendment provides additional FY2013 WMATA capital funding to Fairfax County. This item will increase the funding provided from DRPT to NVTC for Fairfax County Metro Capital Expenses from \$12,523,042 to \$13,937,434, a net increase of \$1,414,392. These additional revenues will be used to support future WMATA expenses.

## Marketing and Transportation Services Group

The Marketing and Transportation Services Group (TSG) promotes Transportation Demand Management (TDM) strategies to help reduce or mitigate traffic congestion in Fairfax County. The TSG partners with major employers, developers, and multi-family residential complexes to encourage alternative commute options. Over 470,734 employees in Fairfax County have been given the opportunity to participate in some form of TDM measure. This is an increase of 17.6 percent for FY2015. FCDOT's TSG team has conducted employer outreach efforts at 1,357 Fairfax County employer sites, which is an increase of 23.3 percent for FY2015. Marketing staff also provides

communications support to FCDOT by producing graphics and publication design, web and social media content, media relations, and marketing of commuter services.

- **Employer Outreach – TDM:** The TSG Employer Services Program has implemented TDM programs at over 540 Fairfax County employer sites. To date, 263 Fairfax County employers have implemented a Level 3 or 4 trip reduction or benefit program, and another 277 employers have implemented a Level 1 or 2 program in FY2015. Level 1 and 2 programs may include commuter surveys, distributing transit information, implementing alternative work schedules, or hosting an on-site transportation fair. Level 3 and 4 programs may include shuttles to and from transit stations, implementing formal policy driven telework programs, offering transit subsidies, providing free or premium parking to carpools and vanpools, or implementing a comprehensive bicycle and walking program.
- **Best Workplaces for Commuters (BWC):** The TSG, in partnership with the Center for Urban Transportation Research, designated nine Fairfax County employers as “Best Workplaces for Commuters” for 2015. The TSG team projects to register nine more employers during their promotion efforts during 2015. This will raise the total number of recognized sites in Fairfax County to 56 at the end of calendar year 2015. Employers were recognized by the Board of Supervisors in December 2014 for the broad range of transportation options offered to their employees. The “Best Workplaces for Commuters” designation acknowledges employers who have excelled in implementing green commuter programs. The TSG team is on pace this year to reach their original program goal of recognizing 50 employers by 2015. To celebrate this achievement, each of the Fairfax County BWC winners from the last four years will be invited back to be recognized as “Fairfax First 50” employers. A newly created acrylic award will be presented to each of the companies who participated in this promotion.
- **Community Outreach – TDM:** The TSG’s “Commuter Friendly Community Program” has identified and/or implemented trip reduction TDM programs at over 255 Fairfax County residential communities to date. Of those 233 communities, 20 residential communities have been awarded designations of Bronze, Silver, Gold, or Platinum to date, and have been publicly recognized for “going the extra mile” to provide their tenants with services or facilities that reduce the number of single occupant vehicles on the roads.
- **New and Ongoing Partnerships:** The TSG supports the congestion mitigation programs for Dulles Rail and the I-66 Express Lanes construction. The Transportation Management Plan for these projects coordinates employer and community outreach with regional partners, including the Virginia Department of Rail and Public Transportation, VDOT, Dulles Area Transportation Association (DATA), MWAA, COG, Tysons Transportation Management Association (TMA, formerly TyTran), Best Workplaces for Commuters, WMATA, Loudoun County Transit, Potomac and Rappahannock Transportation Commission, Virginia Railway Express, Fredericksburg Metropolitan Area Planning Organization, and George Washington Regional Commission.
- **Teleworking:** The Fairfax County Government telework program currently has 1,960 employee participants. Telework is one of the primary transportation options that TSG promotes in its outreach to Fairfax County employers, as its low cost (as opposed to providing rail fare, for example) and employee interest (in addition to commuting less, working from home has benefits such as working in comfortable clothes, being available for deliveries, etc.) make it a popular program to implement.
- **Commuter Benefit Program:** 214 county employees currently are taking advantage of the Fairfax County Employees’ Commuter Benefit Program. Eligible employees may register for the program and request to receive up to \$120 per month in transit benefits that can be used for bus, carpool, vanpool, and Metrorail fares.
- **Silver Line Outreach:** When the Silver Line was launched in July 2014, TSG developed a new incentive program to encourage employees to ride transit (bus and rail) and to encourage employers to offer transit benefits to employees. The new county program is SmartBenefits Plus50, where a \$50 SmartTrip card is provided to an employee if the employer is willing to sign up with WMATA’s SmartBenefits program. Once the \$50 is expended, the employer is encouraged to continue offering a transit subsidy to employees. TSG

has partnered with WMATA's program staff in making presentations to several large groups of employers in the Dulles Corridor. To date, 563 employees from 21 different employers have taken advantage of this program and are new transit riders and program members. 327 employees continued to ride after the \$50 was used up. On June 30, 2015, FCDOT received the 2015 Commuter Connections Employer Services Organizational Achievement Award for their efforts in creating and implementing the county program.

## Special Projects Division (Dulles Rail Phases 1 & 2)

The Special Projects Division manages the Dulles Corridor Metrorail Project (DCMP) for Fairfax County. The Division is currently working with local, state, and federal partners to implement a \$5.68 billion 23-mile heavy rail construction project, including \$2.9 billion for Dulles Rail Phase 1 and \$2.78 billion for Dulles Rail Phase 2. The DCMP will be an extension of WMATA's rail system which will extend the system from just west of East Falls Church into Fairfax County, Dulles International Airport, and Loudoun County. The new extension of the WMATA system is called the Silver Line. Fairfax County's direct funding for DCMP exceeds \$1 billion. In addition to construction management, the team's efforts focus heavily on communication with elected officials, the community, and other stakeholders to ensure accurate reporting of project information and progress.

- **Dulles Rail (Phase 1)**
  - Substantial Completion was declared in April 2014 and revenue service began on July 26, 2014.
  - Final punch list and Record of Decision road work are ongoing.
  - Close-out of Phase 1 is ongoing and the final cost for completion is estimated to be within the Phase 1 budget, but may change when the close-out is finalized.
  - MWAA has awarded a task order contract for the completion of outstanding punch list items.
  - West Falls Church Yard construction has been completed.
  - Fairfax County is the lead for regional coordination efforts among the various bus services providers and is working closely with the FCDOT Transit Services Division, WMATA, Loudoun County Transit, Potomac and Rappahannock Transportation Commission, and MWAA-Washington Flyer staff. Since the start of Metrorail service in the Dulles Corridor, FCDOT Transit staff has continued to work with regional service providers to identify and make schedule and other adjustments to address issues with bus bay capacity at key stations. FCDOT staff is also working closely with regional partners to monitor employee shuttle activity, kiss-and-ride usage, and other transit modes at key transportation sites.
  - Wiehle-Reston East Metrorail Station garage became operational with the start of revenue service. FCDOT Transit staff continues to make improvements to the operation of the Wiehle-Reston East garage. Staff is working closely with their public private partner (Comstock) and bus service provider (MV Transportation) on site operations and coordination of maintenance activities.
- **Dulles Rail Phase 2**
  - Bid Packet A (Rail Stations, Systems, and Line) was awarded in May 2013. Notice to proceed was issued in July 2013 with a 60 month design-build schedule.
  - Phase 2 Team is Capital Rail Constructors, a joint venture of Clark Construction and Kiewit International.
  - Packet A was estimated to be between \$1.4 billion and \$1.6 billion. The low bid was \$1.177 billion which represents a \$251 million savings to the project (and toll road users).
  - MWAA awarded the contract to design and build Packet B of Phase 2 of the Silver Line project July 2014. Packet B consists of the design and construction of a rail yard and maintenance facility to be built at Dulles International Airport. Packet B was awarded to Hensel Phelps Construction Company.
  - Cost estimate for all Phase 2 work is \$3.093 billion (without the following reductions):
    - The cost estimate with value engineering, Packet A savings, and funding the garages outside of the project brings the revised total project estimate to \$2.78 billion.
    - Estimated cost to Fairfax County to construct the parking garages at Herndon and Innovation Center Stations is \$135 million. This cost will largely be funded with parking revenues.
  - Fairfax County is participating in a joint development at the Innovation Center Station site and received zoning approval July 2014. As part of the joint development a park-and-ride garage will be constructed by Fairfax County.



- o The new Herndon Station garage received a public use determination in June 2014.
- o Coordination is ongoing for the design and construction of the Innovation Center Station garage and Herndon Station garage outside of the project. Design for both garages is progressing. The parking garages are estimated for completion by April 2019. The garage completion dates are scheduled to occur before the MWAA completion of Phase 2. Schedule for substantial completion of Phase 2 is summer 2019 with revenue service to follow.

## Transit Services Division

Transit Services Division staff are leading efforts to implement a multitude of public transportation improvements in Fairfax County. Efforts include bus service changes in support of major capital infrastructure projects, capital improvement projects at the three Fairfax Connector operating garages, improvements to passenger facilities, and enhancements in technology on the Fairfax Connector bus system.

- **Fairfax Connector Bus System**

- o **Spring 2015 Service Changes:** Changes to 22 Fairfax Connector routes were implemented countywide on May 16, 2015, in response to rider feedback and to improve on-time performance, enhance connectivity between routes and Metrorail, and expand connections in the I-95 and I-395 corridors between Springfield, the Mark Center, and Pentagon. Service change highlights include:
  - New Reston Internal Bus System (RIBS) schedules reflecting added trips on RIBS 1 and RIBS 3, and route changes on RIBS 2, RIBS 4, and RIBS 5.
  - In Springfield, new service between the Saratoga Park-and-Ride, Mark Center, and Pentagon on Route 393.
  - In Tysons, restructured service providing more direct, two-way service for the majority of passengers connecting with Silver Line on circulator Routes 422, 423, and 424.
  - In Lorton, the extension of Route 494 to the Lorton VRE station to replace Route 493 service.

- **Student Fare and Travel on Transit:** Staff is working to promote student usage on the Fairfax Connector in response to the Board of Supervisors' direction and the FY2015 budget language requesting development of a "Youth Ride Free" pilot program. In response, FCDOT staff coordinated with Fairfax County Public Schools (FCPS) staff to develop a program which was implemented in August 2015. While the program is open to all middle school and high school students in Fairfax County, a transit education program is targeting potential students at Chantilly High School, Edison High School, James Madison High School, Mount Vernon High School, and South Lakes High School.
- **Bus Shelter Advertising Program:** FCDOT is engaged in a public-private partnership with Signal Outdoor Advertising. In support of county initiatives on accessibility and pedestrian safety, the partnership improves maintenance of new bus shelters while increasing ADA accessibility and pedestrian access at multiple locations throughout the county. The contractor sells advertising space to subsidize construction and maintenance of bus shelters with a percentage share of the profits returned to the county. Throughout the county a total of 73 existing bus shelters have been retrofitted with advertising panels, and 90 new sites have been constructed. Currently, as part of the Tysons Partnership and Springfield Community Business Center revitalization efforts, there are 35 sites which have been identified for new shelter and infrastructure improvements. Installation began in August 2015. The revenue received by the county from this program for FY2015 was \$56,146.
- **The County Bus Advertising Program:** This program was awarded on April 1, 2013. The current agreement permits several different advertising options and styles. There is an increased interest in advertising on the Connector buses as shown with advertising revenue of \$200,000 in FY2015.
- **Americans with Disabilities Act (ADA) Self Assessments:** In compliance with the agreement between the U.S. Department of Justice and Fairfax County, FCDOT has completed self-assessments of major park-and-

rides and bus stops improved by the county since 2007. FCDOT has submitted a five-year remediation plan. TSD has begun working with DPWES on design plans for the Reston Town Center remediation as identified during the self-assessment process. Depending on design complexities, the site may be eligible for an ADA waiver. TSD is also coordinating with DPWES and CPTED on the recommended Department of Justice remediation work at Lorton VRE as part of the planned expansion project for the site.

- **Fairfax Connector Fleet:** FCDOT replaced 17 buses in FY2015. To accommodate future growth of Fairfax Connector service as outlined in the Transit Development Plan, FCDOT has ordered 17 expansion buses for FY2016 (five of the 17 buses are funded by the state). All newer buses are equipped with Mini-Hybrid technology and meet strict EPA standards by using the newest emissions reduction technology.
- **Intelligent Transportation Systems:** FCDOT completed system factory testing in July 2015. Future key milestones include “mini-fleet” pilot testing followed by full scale installations and system acceptance testing. The ITS project will provide Fairfax Connector with computer aided dispatching and automatic vehicle location (CAD/AVL) technology, and also includes new system capability for stop annunciation and real-time bus tracking for riders. Full system implementation is expected to occur in late spring 2016.
- **Comprehensive Transit Plan and Transit Development Plan Update:** The Comprehensive Transit Plan (CTP) is a ten-year bus plan for Fairfax Connector and Metrobus service within Fairfax County. The CTP builds on the county's previous Transit Development Plan (TDP), adopted in 2009, and will extend the plan's horizon year from 2020 to 2025. Major study activities listed below:
  - o CTP:
    - Completed the review of previous transit-related studies.
    - Conducted meetings with the Technical Advisory Group for the study, which included coordination with staff representing adjacent jurisdictions and Metro.
    - Completed collection of operational and demographic data and rider on-board survey.
    - Completed resident telephone survey.
    - Completed the second phase of the community outreach on the program recommendations.
    - Nearing completion of final service recommendations for Fairfax Connector and Metrobus service.
  - o Title VI Program: In accordance with new guidance issued by the Federal Transit Administration (FTA) in October 2012, FCDOT developed a revised Title VI (Civil Rights) Program that ensures non-discrimination on the basis of race, color, national origin, or economic status, and provides meaningful access to Fairfax Connector programs and activities by these persons, including persons with limited English proficiency.
    - Received FTA concurrence for the revised Title VI Program on November 26, 2014.
    - Completed the Service Equity Analysis for the May 16, 2015, Fairfax Connector service changes.

## Transportation Design Division

The Transportation Design Division (TDD) is responsible for the implementation of multi-modal transportation projects throughout the county under the approved Capital Improvement Program (CIP). Projects are grouped into four primary program categories: Bus Stop Safety and Accessibility; Pedestrian Access Improvements; Roadway Improvements; and Additional Capital Improvement Projects. Many projects within the Pedestrian Access Program are grant funded. Overall, between March 2015 and August 2015, 51 county managed projects were completed, including 44 bus stop improvements; 50 county managed projects were authorized for or are under construction, including 23 bus stop improvements; approximately 20 county managed projects are in the utility relocation, permitting and pre-construction phase; approximately 98 county managed projects are in design or land acquisition phases; and approximately 28 county managed projects are in project initiation phase. TDD works closely with the Land Acquisition Division and Utilities Design and Construction Division within DPWES for the acquisition of necessary land rights and construction management services. In addition to implementing projects, TDD assists planning activities within the department by providing technical guidance

and cost estimating services for various studies, and analysis being managed by the Capital Projects and/or Transportation Planning sections.

- **Bus Stop Safety and Accessibility Program**
  - o 44 sites completed; 501 sites have been completed to date.
  - o 23 sites authorized for or currently under construction.
  - o 28 sites are in design or land acquisition phase.
  - o 20 sites in project initiation phase.
- **Pedestrian Access Program (Intersections, Sidewalks, and Trails)**
  - o Seven projects were completed.
  - o 21 projects were authorized for or are currently under construction.
  - o 18 projects are in the utility relocation, permitting and pre-construction phase.
  - o 14 projects are in the land acquisition phase.
  - o 50 projects are in the design phase.
  - o 17 projects are in initiation phase.
- **Roadway Improvement Program**
  - o One project was completed.
  - o Five projects were authorized for or are currently under construction.
  - o One project is in the utility relocation, permitting and pre-construction phase.
  - o One project is in land acquisition phase.
  - o Five projects are in design.
  - o Two projects are in initiation.
- **Additional Capital Improvement Projects**
  - o One project is under construction with completion estimated by fall 2015 (McLean Gateway). One project is in design (McLean Streetscapes) and is anticipated to begin the land acquisition phase in fall 2015.
- **Grant Funded Bicycle and Pedestrian Access Improvements (projects listed below are included in the Pedestrian Access Program section above)**
  - o **Richmond Highway Public Transportation Initiative (RHPTI):** Five intersection improvements completed land acquisition in March 2015 and are scheduled for construction advertisement in November 2015. In addition, four other intersections are under construction with anticipated completion in spring 2016. Design is underway on nine additional sidewalk projects, three of which are in the land acquisition phase and four of which are anticipated to be authorized for construction in fall 2015.
  - o **Dulles Corridor Bicycle and Pedestrian Access (DCBPA):** Design is underway on six projects. Two of these projects are anticipated to begin the land acquisition phase in fall/winter 2015. Four projects are currently under construction. In addition, three projects have been completed (one completed by the Silver Line Metrorail project; one by a developer, and one by FCDOT). Ten projects under this program were identified as part of the Tysons Metrorail Station Access Management Study (TMSAMS), and one project was identified as part of the Reston Metrorail Access Group (RMAG).
  - o **Tysons Metrorail Station Access Management Study (TMSAMS):** Project initiation efforts have begun on 34 projects. Ten projects were completed under an expedited process utilizing C & I funds. FCDOT is coordinating three projects with FCPA that FCPA may manage through construction. Two projects will be completed by developers. Survey and design efforts are underway on 13 projects. Ten projects are in the design phase, with seven of these projects in the land acquisition phase. Three projects are under construction with completion estimated by winter 2015.
  - o **Reston Metrorail Station Access Group (RMAG):** Survey and design efforts are underway on four projects. Two of these projects are anticipated to begin the land acquisition phase in fall/winter 2015, and one project is under construction. In addition, two projects are located on private property which

requires further coordination with landowners prior to commencing design activities. Two projects are awaiting completion of further feasibility and location studies.

- o **Route 50 Pedestrian Improvements (Jaguar Trail to Seven Corners):** Pedestrian improvements at three intersections and eight segments of sidewalk. Survey and environmental documentation have been completed. Design is underway on all projects.
- o **Safe Routes to School (SRTS):** One project is in the final permitting and pre-construction phase (Burke Center Parkway at Marshall Pond Road) with construction authorization anticipated in fall 2015. Two additional projects are in design (Flint Hill Elementary School and Graham Road Elementary School).
- o **Additional Grant Funded Bicycle and Pedestrian Access Improvements:** Two projects are under construction (Soapstone Drive Walkway from Glade Drive to Sunrise Valley Drive and McLean Gateway). Two other projects are in design (Lorton Arts Cross County Trail and Georgetown Pike Trail – Phase III).

## Transportation Planning Division

The Transportation Planning Division (TPD) is responsible for long-range planning efforts, analysis of transportation impacts of current and future development, review of the transportation aspects of zoning submittals, and other miscellaneous planning and implementation activities. TPD has completed the innovative Consolidated Traffic Impact Analysis (CTIAs) and other significant projects for Tysons, including the Circulator Study. A similar CTIA effort is underway in Reston. Additional significant planning projects, such as the Countywide Transit Network Study, the Seven Corners Area Study, the Huntington Area Transportation Study, and the Shirley Gate Road Extension Corridor Planning Study were either completed or advanced.

### Site Analysis Section

- **Tysons Zoning Applications**
  - o Reviewing 24 active land use cases in Tysons, including 19 rezoning cases, three Comprehensive Sign Plans, and two Special Exceptions.
  - o There are nine sites under formal discussion for potential zoning cases. These included some level of preliminary transportation review.
  - o Three land use applications were approved by the Board of Supervisors.
  - o Efforts continue to ensure that Comprehensive Plan goals are met for both approved development and general implementation activities in Tysons.
  - o Participation in the planning study for a new ramp from the Dulles Toll Road Connector to Scotts Crossing Road related to the proposed Scott's Run North development, the design for the Route 7/123 interchange, and the Route 7 corridor design are ongoing.
- **Land Use Review along Phase 2 of Silver Line/Reston-Herndon**
  - o Reviewing 11 active land use cases in this area including nine rezoning cases, one Comprehensive Sign Plan, and one Special Exception case.
  - o There are 18 sites under formal discussion for potential zoning cases. These included some level of preliminary transportation review.
  - o Six land use applications were approved by the Board of Supervisors. Site Analysis staff participates in the implementation of Comprehensive Plan goals for this area, including the ongoing CTIA and funding plan development efforts.
- **General Zoning Applications and Post-Zoning Activities**
  - o Staff engaged in several cases including:
    - 16 rezoning cases.
    - 18 Special Exceptions.
    - 43 Special Permits.
    - Three Comprehensive Sign Plan requests.
    - Four Agricultural and Forestal District requests.

- One variance case.
  - Case work on in-process applications continued during this time period.
  - Staff reviewed a number of new post-zoning cases including:
    - 12 site plan reviews.
    - Seven site plan waiver requests for roadway improvements.
    - Three site plan waiver requests for trail/sidewalk/bike improvements.
    - Two proffer interpretations.
    - One proffer implementation coordination action.
  - Coordination and case work for in-process requests also continued during this time period.
- **Transportation Demand Management (TDM) and Parking**
  - 33 percent of new rezoning applications have a TDM component to be negotiated and finalized.
  - Coordination on implementation of proffered TDM programs by property developers and owners occurs daily.
  - Site Analysis staff participated in the review of five parking reduction requests.
- **Vacation, Abandonment, and Discontinuance**
  - Initiated processing of one vacation/abandonment request during this time period. Two requests were approved during the six month time frame. One discontinuance request was submitted and one discontinuance request was approved during the six month time frame. Case work on in-process requests continued.
- **Process and Standards**
  - Urban Street Standards (USS): Several agencies are coordinating to establish urban street standards for approval by VDOT under new guidance from the state's Road Design Manual with Site Analysis as lead. For Reston, VDOT approval has been secured for Phase I of the Reston-Wiehle USS; Phase II expected to be submitted to VDOT in September 2015. Phase I of Reston Town Center and Phases I and II of Herndon-Monroe expected to be submitted to VDOT in September 2015.
  - Staff continues to participate in the ongoing effort to implement street designs in Transit Oriented Developments (TOD) to conform to urban street design standards adopted by VDOT in December 2013. Phase I of the Springfield USS has been approved by VDOT. Phase II submittal awaits Board approval of modified street cross-sections in the Springfield CBD.
  - Site Analysis is leading the effort to address parking supply and regulation issues for on and off-street parking in TODs, urban centers, and revitalization areas.
  - Site Analysis is participating in ongoing stakeholder discussions (known as the Regulatory Steering Committee) on process changes intended to optimize the site plan and, potentially, the zoning review processes.

### Transportation Planning Section

- **Seven Corners Area Study**
  - Selected preferred network and interchange concept in conjunction with Task Force.
  - Completed transportation study final report and submitted Chapter 870 report to VDOT for comment. Staff received comments from VDOT, provided responses and gained VDOT acceptance of the Chapter 870 submission in spring 2015.
  - Conducted outreach to Falls Church City Council, Planning Commission, and staff.
  - Completed additional transportation work for Opportunity Area C, also known as the Sears site.
  - The Planning Commission Public Hearing was held in May 2015 and the Planning Commission approved the Comprehensive Plan Amendment on July 15, 2015.
  - The Board held a public hearing and approved the plan on July 28, 2015.
- **Huntington Area Transportation Study**
  - Initiated study in June 2014.
  - Completed data collection and existing conditions analysis in December 2014.

- o Analysis of future conditions conducted February through April 2015.
- o Alternatives for Route 1 intersections at Fort Hunt Road and Huntington Avenue were prepared and presented to the Board in January 2015.
- o Analysis of Route 1 intersections at Fort Hunt Road and Huntington Avenue in progress.
- o Public input on intersection options will be sought subsequent to analysis.
- o Study completion anticipated fall 2015.
- **Reston Enhanced Network Analysis**
  - o Kick-Off with consultant held March 2015.
  - o Traffic counts conducted May 2015.
  - o Baseline conditions being established.
  - o Stakeholder and Advisory Group meetings to begin in fall 2015.
  - o Project completion anticipated late spring 2016.
- **Hunter Mill Road Study**
  - o Initial community meeting held in November 2014.
  - o Four alternatives were developed with community input and analyzed.
  - o These alternatives were presented to the community in May 2015
  - o Community has requested that the study be put on hold pending adoption of new national standards for evaluating capacities of roundabouts.
  - o With the supervisor's concurrence, the study has been temporarily suspended to wait for the new national standards.
- **North Kings Highway Realignment (Penn Daw)**
  - o Selected preferred options for further analysis following several community meetings and survey.
  - o Additional community meeting held in December 2014.
  - o Further assessment being conducted based on community feedback to reach ultimate recommendation.
  - o Validating and reassessing travel time runs.
  - o Online public outreach effort (60 days) to start in fall 2015.
- **Herndon Metrorail Station Access Management Study (HMSAMS)**
  - o Held two rounds of public meetings (March and June 2014) to obtain public input on access improvements.
  - o Completed final report documenting public priorities for access improvements.
  - o Presented overview and findings of study to the Board Transportation Committee in January 2015.
  - o Staff will use the public priorities report to develop implementation recommendations to present to the Board in fall 2015.
- **Tysons Comprehensive Plan**
  - o Worked with Planning Commission Tysons Committee to update transportation chapter.
  - o Update reflects changes since 2010 plan adoption, including opening of Silver Line.
  - o Added Table 7B, reflecting transportation improvements identified in subsequent Consolidated Traffic Impact Analysis.
  - o Draft Plan amendment to be posted for public comment in fall 2015.
  - o Public hearings expected in early 2016.
- **Tysons Monitoring**
  - o Completed transportation travel surveys of workers, residents, retail customers, and visitors to Tysons, establishing baseline trip-making characteristics before the opening of the new Metrorail service. Results to be included in fall 2015 annual report of Tysons.
  - o Conducted counts and collected auto occupancy data in spring 2015 for post-Metrorail opening travel characteristics, which will be included in the fall 2015 annual Report to the Board of Supervisors on Tysons.



- **Tysons East Dulles Connector Ramp**
  - Two preferred alternatives have been identified and analyzed.
  - Coordination meetings with stakeholders, VDOT, and MWAA have been held.
  - Prepared a memo for VDOT on the alternative assumptions.
  - Study completion anticipated fall 2015.
- **Tysons Neighborhood Study Phase II**
  - Continued to refine mitigation measures for 29 intersections that fall within neighborhoods surrounding Tysons.
  - Developed conceptual designs for all intersections.
  - Added three intersections in response to Town of Vienna requests.
  - Held meetings with supervisors in affected districts.
  - Currently completing final report and documentation. Completion anticipated late 2015.
- **Springfield Complete Streets**
  - Developed and finalized complete street cross-sections for each facility, taking DRPT urban design guidelines into consideration, while making an attempt to utilize existing infrastructure and minimize right-of-way requirements.
  - Developed cost estimates for each facility which are under review.
  - Developed prioritization criteria to allow ranking of the facilities for use in Road Fund phasing which is under review.
  - Updating draft Springfield Fund residential and commercial rates.
  - Anticipating meetings with supervisor and then stakeholders in fall 2015 and winter 2016.
- **Countywide Transit Network Study**
  - Preliminary High Quality Transit Network has been identified.
  - Right-of-way and other impacts are being assessed by corridor.
  - Study is incorporating input from Route 1 Multimodal Alternatives Analysis, the Northern Virginia Transportation Commission's Route 7 Study, and other studies.
  - Supplemental evaluation of BRT on South Van Dorn Street with increased land use at Kingstowne was conducted.
  - Study completion anticipated in late 2015.
- **County Travel Demand Model Update**
  - County travel demand model is being updated to be compatible with the latest advances of the Metropolitan Washington Council of Governments regional travel demand model.
  - Completed definition of new travel analysis zone boundaries.
  - Completed new 2015 base year network.
  - Currently developing future year forecast.
  - Completion expected mid-2016.
- **Route 1 Multimodal Alternatives Analysis (DRPT)**
  - Study evaluated multi-modal improvements to support long-term development in the corridor from Huntington to Woodbridge.
  - Study initiated in June 2013.
  - Three sets of public meetings were held: October 2013, March 2014, and October 2014.
  - Study evaluated four transit alternatives: Bus Rapid Transit (BRT)-curb, BRT-median, Light Rail Transit (LRT), and Metrorail/Hybrid.
  - Recommendation for BRT phased in for entire corridor and long-term recommendation of Metrorail to Hybla Valley.
  - Study was completed in January 2015 with Board endorsement in May 2015.
  - Board authorized Comprehensive Plan Amendment in May 2015.

- o Environmental Assessment of Route 1 widening from Route 235 to Napper Road to include BRT to be conducted by VDOT.
- o VDOT has initiated efforts to design road widening.
- o County procuring consultant support for BRT project.
- **I-66 Outside the Beltway Tier II Environmental Assessment (VDOT)**
  - o Study is evaluating adding two managed lanes in each direction while maintaining three general purpose lanes.
  - o VDOT study initiated in July 2014.
  - o County staff monitoring and providing input to VDOT.
  - o Public Information Meetings were held in January and February 2015.
  - o Board approved comment letter to VDOT February 2015.
  - o Key concerns cited were right-of-way impacts, preservation of options to extend Metrorail in the future, impacts during construction phase, and inclusion of pedestrian and bicycle improvements in the project.
  - o Draft Environmental Assessment documents released in May 2015, Public Hearings held and review comments submitted to VDOT on June 18, 2015. Two sets of review documents sent to VDOT: broad policy review comments approved by Board on June 2, 2015, and detailed review comments on specifics in draft documents and drawings sent on June 18, 2015. Procurement process is being reviewed by Commonwealth and decision expected in late 2015 or early 2016.
  - o Preferred Alternative is scheduled for public release in September 2015 and Public Information Meetings in October 2015. Design Public Hearings scheduled for 2016. Construction anticipated to begin by 2017 with new lanes open to traffic in 2021.
- **I-66 Inside the Beltway**
  - o Proposal to convert I-66 inside the Beltway into a managed express lane facility in both directions during morning and evening peak periods. VDOT also proposes to implement multimodal improvements, including enhanced bus service and elements of the bicycle and pedestrian network around the corridor.
  - o Includes widening I-66 from two to three lanes in both directions between Fairfax Drive and I-495 (from three to four lanes on eastbound I-66 from the Dulles Toll Road to Washington Boulevard) by 2040.
  - o Public Information Meetings held in June 2015.
  - o Construction of toll facility scheduled for 2016 and opening of facility scheduled for 2017.
  - o All toll revenues will be used by VDOT to offset design, construction, operating and maintenance cost of the project, and to support multimodal improvements that benefit users of I-66 inside the Beltway. NVTC, in coordination with VDOT, DRPT, and surrounding local jurisdictions (Arlington, Falls Church, and Fairfax County) will plan and select which improvements will be implemented.
  - o VDOT preparing toll and revenue estimates.
  - o Jurisdictions, NVTC, and VDOT working on a formal agreement.
- **Corridor Improvement Study for the Fairfax County Parkway/Franconia-Springfield Parkway**
  - o Joint VDOT and FCDOT study initiated in 2014; VDOT is leading effort on existing conditions for Fairfax County Parkway while Fairfax County is leading effort on existing conditions for Franconia-Springfield Parkway. Fairfax County will lead subsequent study of future options.
  - o Existing conditions analyses include data collection and analyses of existing conditions, crash analysis, and traffic simulation modeling.
  - o County study of future options will begin in fall 2015 with long range vision planning. Study will involve extensive public involvement. Study will evaluate a number of future options for the corridor.
  - o Study is anticipated to take two years to complete; however, recommendations for short term improvements may be completed sooner.
- **Shirley Gate Road Extension Corridor Planning Study**
  - o Study initiated in November 2014 with data collection, analysis of existing conditions, and traffic simulation modeling.
  - o Travel forecasting and stakeholder meetings initiated in spring 2015. Study completion and authorization of Comprehensive Plan amendment expected fall 2015.



- o Coordination ongoing with Fairfax County Park Authority and Fairfax County Water Authority.
- o Input on Popes Head Road and Fairfax County Parkway interchange to be provided to the Fairfax County Parkway Study Team.
- **Route 28- South of I-66 Corridor Safety and Operations Study (VDOT)**
  - o VDOT study initiated in June 2014.
  - o Analysis of existing traffic conditions and crash analyses conducted in 2014.
  - o Public Information Meetings held in December 2014.
  - o List of candidate improvements that are low cost and low impact has been developed.
  - o Candidate improvements are either congestion related or safety related.
  - o Final Public Information Meetings held July 2015.
  - o Study completion expected in fall 2015.
- **Route 7 Alternatives Analysis (NVTC)**
  - o Study corridor is from Alexandria to Tysons.
  - o Phase II of this study was initiated in late 2014.
  - o Phase II carries over both the LRT and BRT options from the Phase I study. Key components of the Phase II study are ridership forecasting, conceptual cost estimates, funding and financial strategies, and alternatives evaluation.
  - o A robust outreach effort is planned for fall 2015.
  - o Project completion is anticipated for spring 2016.

## County Transportation Project Priorities

On January 28, 2014, the Board of Supervisors approved a \$1.4 billion list of Transportation Project Priorities (TPP) for FY2015 – FY2020. It is envisioned that the TPP will be revised periodically, resulting in a rolling funding plan for county transportation projects. It will also be updated to reflect actions of the Commonwealth Transportation Board, the Northern Virginia Transportation Authority, and other funding agencies.

The TPP projects will build new and improve existing roads, sidewalks, trails, and on-road bicycle facilities, and provide new and enhanced transit service in the county. FCDOT has developed projected timelines for the TPP projects. Projects with projected start dates in FY2016 (when scoping and initial coordination will begin) have been added to the project status section of this report. Projects with project start dates in FY2017 or later are listed below. A more detailed list of projects with projected timelines along with more information on the TPP can be found at [http://www.fairfaxcounty.gov/fcdot/6yr\\_priorities.htm](http://www.fairfaxcounty.gov/fcdot/6yr_priorities.htm).

Five TPP projects have been completed to date.

### Transportation Project Priorities: FY2016 – FY2020 Projects

TPP ID No.	Project Name	District	Est. Cost (\$M)	TPP Funding (\$M)	Projected Scoping Start
1	Fairfax County Parkway and Popes Head Road	Springfield	\$90.15	\$68.00	TBD
10	South Van Dorn Street and Franconia Road	Lee	\$139.50	\$4.00	7/1/2018
12	Dulles Toll Road - Rock Hill Overpass	Dranesville	\$218.20	\$0.50	TBD
13	Dulles Toll Road - South Lakes Drive Overpass	Hunter Mill	\$82.25	\$0.50	TBD

TPP ID No.	Project Name	District	Est. Cost (\$M)	TPP Funding (\$M)	Projected Scoping Start
19	Stone Road Overpass over I-66 from Route 29 to Route 28	Sully	\$81.55	\$5.00	7/1/2018
21	Backlick Road and Industrial Road	Lee, Mason	\$2.09	\$2.09	7/1/2018
30	Fort Hunt Road and Collingwood Road	Mount Vernon	\$2.22	\$2.22	7/1/2016
32	Hunter Mill Road and Lawyers Road	Hunter Mill, Sully	\$15.50	\$15.50	7/1/2016
33	Kirby Road and Old Dominion Road	Dranesville	\$10.70	\$0.50	7/1/2018
40	Silverbrook Road and Lorton Road	Mount Vernon	\$3.60	\$0.50	7/1/2016
49-53	Fairfax County Parkway Improvements	Braddock, Dranesville, Hunter Mill, Springfield, Sully	\$396.10	\$55.00	Study underway
54	Frying Pan Road - VA 28 to Centreville Road - 2 or 4 to 6 Lanes	Dranesville, Hunter Mill	\$54.30	\$40.80	7/1/2016
55	Hooes Road - Fairfax County Parkway to Silverbrook Road 2 to 4 Lanes	Mount Vernon, Springfield	\$20.55	\$15.00	7/1/2018
57	Pohick Rd - US 1 (Richmond Hwy) to I-95 - 2 to 4 Lanes	Mount Vernon	\$29.25	\$22.00	7/1/2016
87	Arlington Boulevard (Route 50) Walkway	Providence	\$5.00	\$5.00	7/1/2016
88	Arlington Boulevard (Route 50) Walkway	Providence	\$0.70	\$0.70	1/1/2019
89	Backlick Road Walkway	Lee	\$1.00	\$1.00	TBD
97	Browne Academy Paved Trail	Lee	\$0.40	\$0.40	1/1/2019
102	Chain Bridge Road (Route 123) Walkway	Providence	\$1.80	\$1.80	1/1/2017
104	Chain Bridge Road (Route 123) Walkway	Providence	\$6.00	\$0.25	7/1/2019
109	Cinder Bed Road Bikeway	Lee	\$4.00	\$4.00	7/1/2018
110	Compton Road Walkway	Sully	\$1.40	\$1.40	1/1/2017
111	Compton Road Walkway	Sully	\$3.00	\$3.00	7/1/2016
122	Franconia Road Median Refuge	Lee	\$0.20	\$0.20	1/1/2017
125	Georgetown Pike Walkway (Phase IV)	Dranesville	\$1.00	\$1.00	1/1/2020
132	Hooes Road Walkway	Mount Vernon	\$0.40	\$0.40	1/1/2017
133	Hunter Village Drive Bicycle Parking	Springfield	\$0.08	\$0.08	7/1/2017
134	Hunter Village Drive Walkway	Springfield	\$0.30	\$0.30	7/1/2017
136	Idylwood Road Walkway	Dranesville	\$0.59	\$0.59	7/1/2016

TPP ID No.	Project Name	District	Est. Cost (\$M)	TPP Funding (\$M)	Projected Scoping Start
137	Idylwood Road Walkway	Dranesville	\$0.81	\$0.81	7/1/2019
147	Lisle Avenue Walkway	Dranesville	\$0.60	\$0.60	7/1/2018
150	Magarity Road Walkway	Dranesville	\$1.00	\$1.00	7/1/2016
157	Old Dominion Drive Walkway	Dranesville	\$0.25	\$0.25	1/1/2020
158	Old Keene Mill Road Bike Shoulders	Springfield	\$9.10	\$9.10	1/1/2018
159	Olney Road Walkway	Dranesville	\$0.50	\$0.50	1/1/2020
160	Peabody Drive Walkway	Dranesville	\$0.40	\$0.40	7/1/2019
161	Peace Valley Lane Walkway	Mason	\$0.50	\$0.50	1/1/2018
162	Pleasant Valley Road Walkway	Sully	\$3.80	\$3.80	7/1/2017
163	Post Forest Drive Walkway	Springfield	\$0.30	\$0.30	7/1/2016
164	Post Forest Drive Walkway	Braddock	\$0.60	\$0.60	1/1/2017
167	Rolling Road Walkway	Braddock	\$0.80	\$0.80	7/1/2016
171	Silverbrook Road Walkway	Springfield	\$0.20	\$0.20	1/1/2017
173	Soapstone Drive Walkway	Hunter Mill	\$1.20	\$1.20	1/1/2019
176	Sunrise Valley Drive Walkway	Hunter Mill	\$0.50	\$0.50	1/1/2018
183	Vienna Metrorail Station Area Bicycle Connectivity Improvements	Providence	\$1.00	\$1.00	7/1/2018
186	Westmoreland Street Walkway	Dranesville	\$1.80	\$1.80	7/1/2018
187	Westmoreland Street/Rosemont Drive	Dranesville	\$0.15	\$0.15	1/1/2017
195	Crestview Drive Walkway	Dranesville	\$0.30	\$0.30	6/1/2019
196	Crestview Drive Walkway	Dranesville	\$0.40	\$0.40	6/1/2019
197	Georgetown Pike (Route 193) Crosswalk	Dranesville	\$0.10	\$0.10	1/1/2020
199	Georgetown Pike (Route 193) Walkway	Dranesville	\$1.00	\$0.05	1/1/2020
201	Great Falls Street Walkway	Dranesville	\$0.40	\$0.40	6/1/2019
203	Idylwood Road Walkway	Dranesville	\$0.30	\$0.30	7/1/2018
204	Ingleside Avenue Walkway	Dranesville	\$0.95	\$0.95	1/1/2020
205	Little River Turnpike (Route 236) Walkway	Mason	\$1.30	\$1.30	7/1/2016
206	Mason Neck Trail (Gunston Road Walkway)	Mount Vernon	\$5.00	\$5.00	7/1/2016

TPP ID No.	Project Name	District	Est. Cost (\$M)	TPP Funding (\$M)	Projected Scoping Start
207	Monroe Street Walkway	Hunter Mill	\$0.20	\$0.20	7/1/2016
208	Redd Road Walkway	Dranesville	\$0.10	\$0.10	7/1/2019
209	Scotts Run Stream Valley Trail	Dranesville	\$5.50	\$3.00	7/1/2019
211	Rock Hill Road Walkway	Dranesville	\$1.75	\$1.75	1/1/2020
215	Cleveland Ramp	Dranesville	TBD	\$2.00	Study underway
224	Reston Town Center On-Road Bike Lanes	Hunter Mill	\$0.04	\$0.04	7/1/2017
226	Rolling Valley Connector Trail	Springfield	\$1.40	\$0.25	7/1/2018
227	Belle View Blvd/ G.W. Parkway	Mount Vernon	\$0.40	\$0.10	7/1/2018
228	Franconia-Springfield Parkway Trail Connection	Lee	\$0.23	\$0.23	7/1/2016
230	Holmes Run Stream Valley Trail	Mason	\$1.50	\$1.50	7/1/2018
237	Dolley Madison Walkway	Dranesville	\$4.00	\$4.00	1/1/2018
238	Kirby Road Walkway	Dranesville	\$1.30	\$1.30	7/1/2017
239	Chesterbrook Road Walkway	Dranesville	\$1.00	\$1.40	7/1/2019
240	Chesterbrook Road Walkway	Dranesville	\$1.00	\$1.25	7/1/2019

**Abbreviations**

<b>ADA</b> = Americans with Disabilities Act	<b>NTP</b> = Notice to Proceed
<b>BMP</b> = “Best Management Practices” Stormwater Management Facility	<b>NVCC</b> = Northern Virginia Community College
<b>CIM</b> = Community Information Meeting	<b>NVTA</b> = Northern Virginia Transportation Authority
<b>COG</b> = Council of Governments	<b>NVTC</b> = Northern Virginia Transportation Commission
<b>CTB</b> = Commonwealth Transportation Board	<b>PCE</b> = environmental Programmatic Categorical Exclusion
<b>CPTED</b> = Capital Projects and Traffic Engineering Division, Department of Transportation	<b>PFI</b> = Preliminary Field Inspection
<b>DCBPA</b> = Dulles Corridor Bicycle and Pedestrian Access	<b>PIM</b> = Public Information Meeting
<b>DPWES</b> = Department of Public Works and Environmental Services	<b>PPTA</b> = Public-Private Transportation Act
<b>DPZ</b> = Department of Planning and Zoning	<b>RFP</b> = Request for Proposals
<b>DTR</b> = Dulles Toll Road	<b>RFQ</b> = Request for Qualifications
<b>DVP</b> = Dominion Virginia Power	<b>RHPTI</b> = Richmond Highway Public Transportation Initiative
<b>EB</b> = Eastbound	<b>RMAG</b> = Reston Metrorail Access Group
<b>EIS</b> = Environmental Impact Statement	<b>ROW</b> = Right-of-Way
<b>ES</b> = Elementary School	<b>RT7PI</b> = Route 7 Pedestrian Initiative
<b>FCDOT</b> = Fairfax County Department of Transportation	<b>RT50PI</b> = Route 50 Pedestrian Initiative
<b>FCPA</b> = Fairfax County Park Authority	<b>SB</b> = Southbound
<b>FCPS</b> = Fairfax County Public Schools	<b>SWM</b> = Stormwater Management
<b>FHWA</b> = Federal Highway Administration	<b>TBD</b> = To Be Determined
<b>FMD</b> = Facilities Management Department	<b>TDD</b> = Transportation Design Division, Department of Transportation
<b>FY</b> = Fiscal Year	<b>TMP</b> = Traffic Management Plan
<b>HS</b> = High School	<b>TMSAMS</b> = Tysons Metrorail Station Access Management Study
<b>LAD</b> = Land Acquisition Division, Department of Public Works and Environmental Services	<b>TPP</b> = County Transportation Project Priorities six-year funding plan
<b>LDS</b> = Land Development Services, Department of Public Works and Environmental Services	<b>UDCD</b> = Utilities Design and Construction Division, Department of Public Works and Environmental Services
<b>LF</b> = Linear Feet	<b>VDOT</b> = Virginia Department of Transportation
<b>LUP</b> = Virginia Department of Transportation Land Use Permit	<b>VDPES</b> = Virginia Pollutant Discharge Elimination System
<b>MOA</b> = Memorandum of Agreement	<b>VRE</b> = Virginia Railway Express
<b>MOU</b> = Memorandum of Understanding	<b>VSMP</b> = Virginia Stormwater Management Program
<b>MUTCD</b> = Manual on Uniform Traffic Control Devices	<b>WB</b> = Westbound
<b>MWAA</b> = Metropolitan Washington Airports Authority	<b>WMATA</b> = Washington Metropolitan Area Transit Authority
<b>N/A</b> = Not Available or Not Applicable	
<b>NB</b> = Northbound	

**Project Status Report Key****Capital Projects Staff***AB = Audra Bandy**AL = Adam Lind**CL = Caijun Luo**CW = Chris Wells**DM = Doug Miller**DPWES = Department of Public Works and  
Environmental Services**GA = Gibran Abifadel**GM = Guy Mullinax**JYR = Jane Rosenbaum**KLM = Karyn Moreland**MJG = Michael Guarino**MQ = Maggie Qi**NF = Neil Freschman**SLC = Smitha Chellappa**SSS = Sung Shin**TB = Tad Borkowski**VA = Vanessa Aguayo**WPH = Bill Harrell***Status***Bid Ad**Complete**Construction\***Design**On Going**On Hold**Project Initiation**ROW = Land Acquisition**Study**Terminated**Utilities = Utility Relocation*

\* Construction phase begins when design and ROW are complete, and may include pre-advertisement activities, bid advertisement, and contract award.

**Funding Source***ARRA = American Recovery & Reinvestment Act of 2009**C & I = Commercial and Industrial Property Tax for  
Transportation**CMAQ = Congestion Mitigation & Air Quality**DAR = Defense Access Road**DOD = Department of Defense**FTA = Federal Transit Administration**HSIP = Highway Safety Improvement Program (formerly  
HES)**JARC = Job Access Reverse Commute**NVTD Bonds = Northern Virginia Transportation  
District Bonds**NVTA = Northern Virginia Transportation Authority  
local and/or regional funds**OEI = Office of Economic Adjustment**Primary = Primary 6-Year Program**RSTP = Regional Surface Transportation Program**Secondary = Secondary 6-Year Program***Project Type***INT = Interstate**PED/BIKE = Pedestrian and/or Bicycle**PRI = Primary Road**SEC = Secondary Road**TRAN = Transit*

# Project Status Report

## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00620	BR	<b>Braddock Road Multimodal Study</b>	COUNTY	Study	94.630	55.500	D	<del>TBD</del> Nov-14	<del>TBD</del> May-16
		Widen Braddock Road from 4 to 6 lanes from Burke Lake Road to Guinea Road, widen Braddock Road from 6 to 8 lanes from Burke Lake Road to I-495 with HOV lanes, and construct park-and-ride facility			NVT A Regional		R	N/A	N/A
SEC	TB						U	N/A	N/A
							C	N/A	N/A

Community task force established for project. Next task force meeting is scheduled for 10/7/15. CIM held 6/9/15. Neighborhood and commuter attitude survey complete. Refining existing conditions traffic demand model and setting up simulation model. Refining conceptual layouts for potential transit center locations.

00620	BR	<b>Braddock Road/Danbury Forest Drive/Wakefield Chapel Road</b>	COUNTY	Design	0.500	0.050	D	Jun-14	<del>Jul-15</del> Aug-15
		Construct short-term left-turn lane improvements			C & I		R	N/A	N/A
SEC	SLC		4YP303				U	N/A	N/A
							C	<del>Sep-15</del> Oct-15	Nov-15

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. 2nd Final plans submitted on 7/17/15 to address additional traffic comments. Construction start dates adjusted in August 2015 to accommodate 2nd Final plan review period.

00620	BR	<b>Braddock Road/Olley Lane</b>	VDOT	Complete	0.150	0.150	D	Jan-15	Feb-15
		Pedestrian intersection improvements			2014 Bonds		R	N/A	N/A
PED/BIKE	WPH		5G25-060-002				U	N/A	N/A
			106498				C	Mar-15	<del>Jun-15</del> Jul-15

VDOT design/build per agreement (UPC 106498). Construction complete 7/22/15.

00620	BR	<b>Braddock Road/Roberts Road</b>	COUNTY	Project Initiation	0.850	0.850	D	TBD	TBD
		Construct right turn lane from NB Roberts Road to EB Braddock Road			2014 Bonds		R	TBD	TBD
SEC	MQ		5G25-059-002				U	TBD	TBD
							C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Scoping complete forwarded for design in August 2015. Project initiation underway.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00620	BR, SP	Braddock Road/Route 123  Interim improvements: Add dual left turn lanes on Route 123, add through lane and left turn lane on Roanoke River Road, extend turn lanes at Braddock Road and Route 123	COUNTY	Construction	4.500	4.500	D	Jun-10	Jan-15
							R	Nov-13	Apr-14
	R12301A		C & I		U	Apr-14	<del>Aug-14</del> Jul-15		
					C	Feb-15	<del>Mar-16</del> Jul-16		
SEC	WPH								

The project was authorized for construction on 2/26/15. A pre-bid conference was held on 4/1/15. Bids were opened on 4/14/15. Award notification sent to contractor on 6/4/15. Pre-construction meeting held on 7/14/15. NTP issued 7/20/15. Contractor scheduled to mobilized in September. Schedule was adjusted in July because of additional time required to complete the construction contractor selection and award process.

00643	BR	Burke Centre Safe Routes to Schools  Provide a refuge island and upgrade ramps and pavement striping at intersection of Burke Centre Parkway and Marshall Pond Road/Schoolhouse Woods Road	COUNTY	Bid Ad	0.300	0.140	D	Feb-13	<del>Jul-15</del> Aug-15
						R	Nov-14	Jan-15	
	SRTS-089		Federal		U	N/A	N/A		
					C	<del>Aug-15</del> Nov-15	<del>Mar-16</del> Jun-16		
PED/ BIKE	AL								

Draft construction package being prepared. VDOT LUP submitted 8/19/15. Schedule changed due to plan revisions associated with a transformer and to address VDOT design comments.

06493	BR	Burke Commons Road Walkway  Construct 700 LF sidewalk from Merridith Circle to Roberts Parkway along north side	COUNTY	Complete	0.700	0.230	D	Feb-10	Jan-14
							R	Aug-12	Dec-13
			PPTF01-02200		C & I		U	Feb-14	Nov-14
PED/ BIKE	CL						C	Apr-14	<del>Mar-15</del> Apr-15

Part of the C&I Project Program endorsed by the BOS on 10/19/09. Construction is substantially complete. Ribbon cutting ceremony held on 4/16/15.

00645	BR, SP	Burke Lake Road/Coffer Woods Road  Pedestrian intersection improvements and extend sidewalk 600 LF	COUNTY	Design	0.904	0.904	D	Aug-13	<del>Apr-15</del> Sep-15
							R	Aug-14	<del>Mar-15</del> Feb-15
5G25-060-003			2014 Bonds, C & I		U	<del>TBD</del> Sep-15	<del>TBD</del> Jan-16		
					C	<del>Jul-15</del> Oct-15	<del>Oct-15</del> Feb-16		
PED/ BIKE	CL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Final design is complete. Land acquisition completed on 2/6/15. SWM design submitted to LDS for review on 5/18/15. Received comments on 6/22/15. Submitted comment responses on 7/14/15. Detention Exception request submitted to LDS on 7/6/15. Schedule adjusted in July to address LDS review comments and process Detention Exception request. Waiver review is in progress.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	BR	<b>Burke VRE Connector Phase IV</b>	COUNTY	<b>Project Initiation</b>	1.200	1.200	<b>D</b>	TBD	TBD
		Trail from VRE Station west to Oak Leather Court/Lake Barton					<b>R</b>	TBD	TBD
			ST-000037-003		2014 Bonds		<b>U</b>	TBD	TBD
PED/BIKE	AL						<b>C</b>	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Coordinating with Department of Housing and Community Development on potential trail connection to neighborhood. Anticipate completing scoping and initial coordination in fall 2015.

XXXXX	BR	<b>Cross County Trail (CCT) Pavement Upgrades</b>	COUNTY	<b>Project Initiation</b>	0.876	0.876	<b>D</b>	TBD	TBD
		Upgrade and pave 7,900 LF of trail between Route 236 and Braddock Road					<b>R</b>	TBD	TBD
					2014 Bonds		<b>U</b>	TBD	TBD
PED/BIKE	AL						<b>C</b>	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. This segment of trail facilitates bicycle commuting and will enhance connectivity. Coordinating with FCPA. Public meeting to discuss project scope anticipated for fall 2015.

00286	BR, DR, HM, SP, SU	<b>Fairfax County Parkway Bicycle Wayfinding Signage</b>	COUNTY	<b>Project Initiation</b>	0.080	0.080	<b>D</b>	TBD	TBD
		Install bicycle way finding signs along the Fairfax County Parkway and Franconia-Springfield Parkway					<b>R</b>	TBD	TBD
							<b>U</b>	TBD	TBD
OTHER	AL						<b>C</b>	TBD	TBD

Scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

XXXXX	BR, SP	<b>George Mason University Transit Center</b>	GMU	<b>Design</b>	1.000	1.000	<b>D</b>	TBD	TBD
		Construct transit center with up to 10 bus bays and amenities such as shelters and lighted kiosks					<b>R</b>	TBD	TBD
					2007 Bonds		<b>U</b>	TBD	TBD
TRAN	CL						<b>C</b>	TBD	TBD

GMU administering the project. Funding and project administration agreement signed 6/5/15. FCDOT staff attending biweekly stakeholders meetings at GMU. Design contract negotiations being finalized. Schedule will be determined once design contract executed which is expected in September 2015. Targeted completion date is fall 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						
XXXXX	BR, SP	GMU West Campus Bypass (Campus Drive)  Roadway crossing Route 123 west to Braddock Road	GMU	Complete	15.000	15.000	D	Mar-12	Aug-12
							R	N/A	N/A
SEC	WPH			State			U	Mar-13	Dec-14
							C	Mar-13	<del>May-15</del> Mar-15
Project was substantially completed in March, and the road was open to the public on 4/18/15.									

XXXXX	BR	GMU-Fairfax City-Vienna Metrorail Bike Route  Brand and sign bicycle route between GMU and Vienna Metrorail Station	COUNTY	On Hold	0.010	0.010	D	Jun-14	Sep-14	
							R	N/A	N/A	
	PED/ BIKE		AL	ST-000037-002		C & I		U	N/A	N/A
								C	TBD	TBD
Design complete. Project is on hold while the City of Fairfax identifies funds for construction.										

XXXXX	BR	<b>Government Center Area Bicycle Demonstration Project</b>  Improve bicycling in the Fairfax Government Center Area by retrofitting roadways using road/lane diets	COUNTY	Project Initiation	0.180	0.180	D	Apr-14	TBD
							R	N/A	N/A
			5G25-063-007		C & I		U	N/A	N/A
			C	TBD			TBD		
PED/BIKE	AL	Roads to be evaluated include Government Center Parkway (Random Hills Road to Fairfax City), Post Forest Drive (West Ox Road to Government Center Parkway), Legato Road (Post Forest Drive to Route 29), and Ridge Top Road (Random Hills Road to Route 29). Each street will be evaluated as it is identified for repaving by VDOT. No streets have been identified for repaving as of August 2015.							

05101	BR	Lake Braddock Drive Road Diet  On-road bicycle lanes from Burke Road to Rolling Road	COUNTY	On Hold	0.040	0.040	D	TBD	TBD	
						R	TBD	TBD		
	PED/ BIKE		AL	5G25-063-003		2014 Bonds		U	TBD	TBD
								C	TBD	TBD
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Field review results showed that there is not enough existing pavement width to implement a road or lane diet to add bike lanes. Project is on hold.										

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## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

05422	BR	Lakepointe Drive/Guinea Road  Pedestrian intersection improvements, extend sidewalk on Lakepointe Drive	COUNTY	Project Initiation	0.300	0.300	D	TBD	TBD
							R	TBD	TBD
	5G25-060-004		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	DM								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping completed 8/5/15. Project initiation underway.

XXXXX	BR	Northern Virginia Community College Transit Center  Construct transit center with up to 7 bus bays and amenities such as shelters and lighted kiosks	COUNTY	Project Initiation	1.000	1.000	D	TBD	TBD	
						R	TBD	TBD		
	TRAN				2007 Bonds		U	TBD	TBD	
							C	TBD	TBD	

Conceptual layout developed at preferred site in coordination with NVCC. Developed planning level cost estimates and forwarded to NVCC. Draft funding and administration agreement sent to NVCC for review. Schedule will be established once site layout and location agreed upon and funding agreement finalized which is anticipated in fall 2015.

00644	BR	Old Keene Mill Road Walkway  North side from Carrleigh Parkway west to existing	COUNTY	Project Initiation	0.100	0.100	D	TBD	TBD
							R	TBD	TBD
5G25-060-014			2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	TB								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Scope completed 5/7/15. Project initiation underway. Field scoping meeting held on 7/14/15. Reviewing proposal received by the consultant on 7/29/15. Schedule to be determined once design task order executed which is expected in September 2015.

00638	BR, SP	Rolling Road VRE Parking Expansion Study  Study additional parking spaces at Rolling Road VRE Station	COUNTY	Study	1.000	1.000	D	Jul-13	TBD
							R	N/A	N/A
	2G40-055-000		CMAQ		U	N/A	N/A		
					C	N/A	N/A		
TRAN	JYR								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. An additional investigation regarding the short and long term parking demands was conducted. Based on the results, interim/short term parking solutions are being considered. A draft demand report was submitted on 5/18/15. The preliminary results of the demand study are under review by FCDOT. Following this review, the project scope will be updated in coordination with local supervisors.

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## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.			Fund Type			
			VDOT UPC No.						

00638	BR	<b>Rolling Road Walkway from Roxbury Avenue to Tuttle Road</b> Construct walkway on east side of Rolling Road	COUNTY	Project Initiation	0.800	0.800	D	TBD	TBD
							R	TBD	TBD
			5G25-060-036		2014 Bonds		U	TBD	TBD
							C	TBD	TBD

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Advancing start of scoping and initial coordination to fall 2015. Anticipate completing scoping and forwarding for design in winter 2016.

00236	BR, MA	<b>Route 236 Widening from I-495 to John Marr Drive</b> Widen from 4 to 6 lanes, including streetscape improvements	COUNTY	Project Initiation	TBD	2.500	D	TBD	TBD
							R	TBD	TBD
							U	TBD	TBD
							C	TBD	TBD

Partial funding for environmental analysis and preliminary engineering only. Improves access and facilitates economic redevelopment. Anticipate starting scoping and initial coordination in winter 2016.

00029	BR, SP	<b>Route 29 from Legato Road to Shirley Gate Road</b> Widen to 3 lanes on NB Route 29 from Legato Road; Intersection improvements at Shirley Gate Road; SB right turn lane from Stevenson Drive to Waples Mill Road	COUNTY	Construction	14.140	14.207	D	Dec-08	Jan-15
							R	Jul-13	Feb-14
			4YP212-0		2007 Bonds, Revenue Sharing, C & I		U	Mar-14	<del>Mar-15</del> Dec-15
							C	Feb-15	<del>Jun-17</del> Nov-17

Utility relocation in progress. Pre-construction meeting on 8/18/15. Construction NTP issued on 8/18/15. Construction schedule adjusted to reflect anticipated construction duration of 27 months per construction contract.

00050	BR, PR	<b>Route 50 and Waples Mill Road</b> Intersection improvements	COUNTY	Design	TBD	0.250	D	TBD	TBD
							R	TBD	TBD
			2G40-087-006		NVTA Local		U	TBD	TBD
							C	TBD	TBD

Partial funding for study of potential interim/low cost improvements. NVTA's TransAction 2040 and the county's Comprehensive Plan calls for interchange. Study scoping complete. Scope suggests an investigation of the benefits of adding a second westbound left turn lane. After initial phase, existing traffic data collection study was deferred, pending the final I-66 from I-495 to Route 15 traffic analysis recommendations. Earlier review of the preliminary traffic analysis options indicated the need for improvements at Route 50 and Waples Mill Road intersection, including a second westbound left turn lane. Coordinating with stakeholders, including VDOT and the City of Fairfax, to determine next steps.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Braddock District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00655	BR, SP	<b>Shirley Gate Road from Braddock Rd to Fairfax County Pw/Popes Head Rd</b>  Extend 4-lane divided Shirley Gate Road from Braddock Road to the Fairfax County Parkway, north of Popes Head Road, including pedestrian and bicycle facilities and access to Patriot Park	VDOT	<b>Project Initiation</b>	39.500	30.000	D	TBD	TBD
							R	TBD	TBD
					U	TBD	TBD		
					C	TBD	TBD		
SEC	MQ								

Planning study in progress. Travel forecasting and stakeholder meetings initiated in spring 2015. Stakeholder recommendation anticipated in fall 2015. Study completion anticipated in fall 2015 with submission for Comprehensive Plan amendment scheduled for fall 2015. Coordination ongoing with Fairfax County Park Authority and Fairfax Water.

00710	BR	Wakefield Chapel Road Bike Lanes  Extend on-road bicycle lanes from Pulley Court to NVCC Campus	COUNTY	Project Initiation	0.300	0.300	D	TBD	TBD
							R	TBD	TBD
	5G25-063-002		2014 Bonds	U	TBD	TBD			
				C	TBD	TBD			
PED/BIKE	AL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016. Project will require ROW purchase and construction of approximately 200 linear feet of new roadway, including curb, gutter, and sidewalk.

00710	BR	Wakefield Chapel Road Walkway  East side from Braddock Road to Stahlway Lane	COUNTY	On Hold	0.500	0.500	D	TBD	TBD
							R	TBD	TBD
	5G25-060-046		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	TB								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. After initial scoping and coordination with the district supervisor, it was decided to include walkway as part of the Braddock Road Multimodal Improvements that are currently being studied.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Project Status Report

### Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		Fund Type					
			VDOT UPC No.							
00686	DR	Balls Hill Road and Old Dominion Drive  Intersection improvements, including possible roundabout and pedestrian facilities	COUNTY	Project Initiation	9.000	0.200	D	TBD	TBD	
							R	TBD	TBD	
				2G40-087-002		NVTA Local		U	TBD	TBD
SEC	TBD							C	TBD	TBD
Partial funding for alternatives analysis. Project scoping and initial coordination in progress. Anticipate awarding contract for alternatives analysis in winter 2016.										

00606	DR	Baron Road Walkway from Dead Run Park trailhead to Douglass Drive Construct walkway on the north side of Baron Road	COUNTY	Project Initiation	0.250	0.250	D	TBD	TBD
					R	TBD	TBD		
PED/BIKE	WPH					C & I	U	TBD	TBD
							C	TBD	TBD
Project scoping completed 8/5/15. Project initiation underway. Anticipate starting survey in fall 2015.									

01744	DR	Birch Street Sidewalk  Construct 700 LF concrete sidewalk on west side from Grove Avenue to existing Falls Church City sidewalk	COUNTY	Design	0.800	0.395	D	Dec-11	<del>Nov-15</del> Jun-16
	PED/ BIKE		WPH	PPTF01-04800		C & I	R	<del>Apr-15</del> Oct-15	<del>Oct-15</del> May-16
							U	Oct-15	Jan-16
				C	<del>Dec-15</del> Jul-16	<del>Oct-16</del> Dec-16			
Part of the C&I Project Program endorsed by the BOS on 10/19/09. 2nd pre-final design plans distributed on 7/28/15. Revised plats received on 6/22/15. Addressing additional plat comments. Utility relocation design is in progress. Additional survey required at newly constructed home. The schedule was adjusted in July due to additional survey and plat revisions.									

00689	DR	<b>Chesterbrook Road Walkway from Chesterbrook Vale Ct to N Albemarle St</b> Construct walkway on south side of Chesterbrook Road	COUNTY	On Hold	1.300	1.300	D	TBD	TBD
							R	TBD	TBD
2G40-088-005			C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	SLC								
Project scoping and initial coordination in progress. Project on-hold until fall 2019 based on community input to prioritize the Chesterbrook Road Walkway from Chesterford Way to Chesterbrook Vale Court project ahead of this project.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00689	DR	Chesterbrook Road Walkway from Chesterford Way to Chesterbrook Vale Ct  Construct walkway on south side of Chesterbrook Road	COUNTY	Design	1.500	1.250	D	<del>TBD</del> May-15	<del>TBD</del> Apr-18
							R	<del>TBD</del> May-17	<del>TBD</del> Dec-17
			2G40-088-016		C & I		U	<del>TBD</del> Jan-18	<del>TBD</del> Oct-18
			C	<del>TBD</del> May-18			<del>TBD</del> Mar-19		
PED/ BIKE	SLC								

This project replaces TPP ID #105 and #106 at supervisor and community's request. Survey notification letters mailed 5/1/15. Task order contract for design signed 5/28/15. Survey complete. Utility designation underway with anticipated completion in fall 2015.

00123	DR	Dolley Madison Boulevard Sidewalk  South side from Chain Bridge Road to bus stop east of Kurtz Road	COUNTY	Project Initiation	0.305	0.300	D	TBD	TBD
							R	TBD	TBD
	5G25-060-015		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Reviewing consultant's design proposal. Schedule to be determined once survey is complete which is expected in October 2015.

00123	DR	Dolley Madison Boulevard Sidewalk  South side missing links from Old Dominion Drive to Beverly Avenue	COUNTY	Project Initiation	0.400	0.400	D	TBD	TBD	
							R	TBD	TBD	
	PED/BIKE		AL	5G25-060-016		2014 Bonds		U	TBD	TBD
				C	TBD			TBD		

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Reviewing consultant's design proposal. Schedule to be determined once survey is complete which is expected in October 2015.

00123	DR, PR	Dolley Madison Boulevard Walkway (DCBPA)  Great Falls St/Lewinsville Road to McLean Metrorail Station	COUNTY	Design	2.160	1.200	D	Mar-13	<del>Jan-16</del> Jun-16
							R	<del>May-15</del> Dec-15	<del>Dec-15</del> Jun-16
	DCBPA-065		CMAQ		U	<del>N/A</del> Jul-16	<del>N/A</del> Sep-16		
93146					C	<del>Mar-16</del> Jul-16	<del>Dec-16</del> May-17		
PED/ BIKE	SSS								

Final design distributed to VDOT for review 7/2/15. Coordination with MWAA on easements is in progress. Schedules adjusted due to coordination between VDOT and MWAA Board regarding the ROW phase and maintenance agreements. Utility coordination in progress.

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## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						
XXXXX	DR, HM	Dulles Rail Phase 2  Construct six new stations, two in Fairfax County, and extend Metrorail from Wiehle Avenue to Route 722 in Loudoun County	MWAA	Construction	2780.000	330.000	D	Jul-13	Jun-15
							R	Jul-13	Jan-16
TRAN	WPH					Federal	U	Jul-13	Oct-16
				97226			C	Feb-14	<del>Jul-18</del> Aug-19
Bid Packet A (Rail Stations, Systems, and Line) was awarded in May 2013. Notice to proceed was issued in July 2013 with a 60 month design-build schedule. Construction schedule adjusted due to weather delays. For further information, see <a href="http://www.dullesmetro.com">http://www.dullesmetro.com</a> .									

03671	DR	<b>Elm Street/Dolley Madison Blvd Improved Pedestrian/Bicycle Crossing</b>	COUNTY	Design	0.150	0.150	D	<del>TBD</del> Dec-14	<del>TBD</del> Feb-16
		Median, curb ramp, and crosswalk improvements					R	N/A	N/A
PED/BIKE	TBD		5G25-063-006		C & I		U	TBD	TBD
							C	<del>TBD</del> Apr-16	<del>TBD</del> Jun-16
Intermediate plan submitted for review on 7/15/15. Received partial comments.									

00286	BR, DR, HM, SP, SU	<b>Fairfax County Parkway Bicycle Wayfinding Signage</b>	COUNTY	Project Initiation	0.080	0.080	D	TBD	TBD
		Install bicycle way finding signs along the Fairfax County Parkway and Franconia-Springfield Parkway					R	TBD	TBD
OTHER	AL						U	TBD	TBD
							C	TBD	TBD
Scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.									

00193	DR	<b>Georgetown Pike and Route 123</b>	COUNTY	Project Initiation	1.680	1.680	D	TBD	TBD
		Construct a right turn lane on Georgetown Pike southbound at Route 123					R	TBD	TBD
PRI	TB				C & I		U	TBD	TBD
							C	TBD	TBD
Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.	VDOT UPC No.	Fund Type				
00193	DR	<b>Georgetown Pike Walkway Phase II</b>	DPWES	<b>Complete</b>	0.520	0.520	<b>D</b>	Nov-09	Jun-14
		Construct 1,750 LF walkway from Utterback Store Road (Krop Property) to Falls Chase Court					<b>R</b>	Aug-13	Nov-13
			W00200-W2020B		District Walkway, Federal		<b>U</b>	<del>TBD</del> N/A	<del>TBD</del> N/A
PED/BIKE	TB						<b>C</b>	Sep-14	Aug-15
Construction authorized to begin on 4/16/15. Completion is anticipated in September 2015. Construction completed 8/12/15.									

00193	DR	<b>Georgetown Pike Walkway Phase III</b>	COUNTY	<b>On Hold</b>	0.350	0.300	<b>D</b>	TBD	TBD
		Falls Bridge Lane, extending east to the existing asphalt trail approximately 275 feet					<b>R</b>	TBD	TBD
			GTP-130-130		Federal		<b>U</b>	TBD	TBD
PED/BIKE	MJG						<b>C</b>	TBD	TBD
Georgetown Pike is listed as an historic asset. Project delayed due to objections to the use of curb and gutter to avoid extensive removal of trees. Supervisor's office requested investigation of a seventh design option to reduce the right turn lane at intersection. Investigation indicated no significant improvement over using curb. Dates to remain TBD pending further coordination with the Supervisor's office.									

00697	DR	<b>Great Falls Street Walkway from I-66 Bridge to North West Street</b>	COUNTY	<b>Project Initiation</b>	1.200	1.200	<b>D</b>	TBD	TBD
		Construct 1,400 LF of sidewalk along the east side of Great Falls Street from North West Street to Osborn Street					<b>R</b>	TBD	TBD
			5G25-060-042		2014 Bonds		<b>U</b>	TBD	TBD
PED/BIKE	MQ						<b>C</b>	TBD	TBD
Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Scope completed on 8/5/15. Design task order negotiations in progress and initiating survey. Schedule to be determined once survey is complete which is anticipated in fall 2015.									

XXXXX	DR	<b>Herndon Bus Operations Expansion</b>	COUNTY	<b>Design</b>	12.000	12.000	<b>D</b>	<del>Mar-14</del> May-14	Aug-15
		Upgrade site and building, and enclosure of 2,600 SF canopy at existing facility					<b>R</b>	N/A	N/A
			TF-000017-001		Bonds		<b>U</b>	N/A	N/A
TRAN	DPWES						<b>C</b>	<del>Mar-16</del> Jan-16	<del>Aug-17</del> Jul-17
100% construction documents scheduled to be submitted 8/30/15. The advertisement for construction bids to initiate on 1/18/16, followed by the awarding of the project on 3/17/16. Notice to proceed to be given on 4/15/16 and scheduled substantial completion on 7/10/17. Corrected design start date; advanced construction schedule.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-04~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00674	DR, HM	<b>Hunter Mill Road Bridge over Difficult Run (PE Only)</b> Replace temporary bridge with permanent structure	VDOT	Design	0.500	0.320	D	<del>TBD</del> Sep-13	<del>TBD</del> Jan-18
							R	<del>N/A</del> Aug-16	<del>N/A</del> Nov-17
	SEC				Bridge, RSTP		U	<del>N/A</del> Aug-16	<del>N/A</del> Nov-17
	TBD		102691				C	<del>N/A</del> Jan-18	<del>N/A</del> Dec-18

Preliminary engineering completed by VDOT. CIM held 12/8/14. Public hearing held on 6/17/15. Final design in progress. Hunter Mill Road at the bridge is expected to be closed for approximately 21 days from late July 2018 through mid-August 2018.

I-66	DR, PR	<b>I-66 Inside the Beltway</b>  Proposal to convert I-66 inside the Beltway into a managed express lane facility in both directions during AM and PM peak hours	VDOT	Design	TBD	TBD	D	TBD	TBD
							R	TBD	TBD
INT	TBD						U	TBD	TBD
			107371				C	TBD	TBD

Scope includes multimodal improvements (enhanced bus service and elements of the bicycle and pedestrian network around the corridor) and widening in both directions between Fairfax Drive and I-495 by 2040. PIM held in June 2015, and additional PIM's scheduled for October 2015. Construction of toll facility scheduled for 2016 and opening of facility scheduled for 2017. VDOT preparing toll and revenue estimates. Jurisdictions, NVTC, and VDOT working on a formal agreement which is expected to be considered by governing bodies by the end of 2015.

I-66	DR	<b>I-66 Spot Improvements (Inside the Beltway)</b>  Lengthen acceleration/deceleration lanes: Spots 1 and 3 are in Arlington Co., Spot 2 (Sycamore St./Washington Blvd. to DTR) crosses into Fairfax County	VDOT	Construction	33.094	33.094	D	Feb-12	Jun-13
							R	N/A	N/A
INT	SLC				Federal		U	N/A	N/A
			78828				C	Jul-13	<del>Aug-15</del> Oct-15

Sound wall panel installation is substantially complete. Construction is 75% complete. Construction completion delayed due to the inability of the contractor to achieve planned progress for electrical, communication, and pavement construction work.

00695	DR	<b>Idylwood Road Sidewalk</b>  Construct approximately 600 LF of 5-foot concrete sidewalk along Idylwood Rd from approx. 600 LF south of Redd Rd to Redd Road	COUNTY	Design	0.600	0.512	D	Nov-13	Dec-15
							R	Mar-15	<del>Sep-15</del> May-15
SEC	WPH		PPTF01-06300		C & I		U	Oct-15	Jan-16
							C	Mar-16	Aug-16

Addressing 2nd pre-final comments. Expect to resubmit plans by 9/15/15. Utility coordination is ongoing. Land acquisition was completed on 5/8/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	DR	<b>Innovation Center Station</b>	COUNTY	Design	57.400	11.700	D	Nov-14	<del>Dec-15</del> Aug-16
		An approximately 2,028 space parking structure, bus bays, Kiss and Ride and Metro Station pedestrian connection for the Metro Silver Line - Phase II project.					R	Jan-13	<del>Jun-15</del> Oct-15
			TF-000021-001		NVTA Local, C & I		U	TBD	TBD
TRAN	DPWES						C	<del>Dec-15</del> Oct-16	<del>Jun-18</del> May-19

Design development is complete and the Value Engineering (VE) recommendations were approved on 7/7/15. Design progress is on-hold pending approval of a height waiver review to raise the garage one level above grade per the VE study. This waiver is expected to be considered by the Board in January 2016. A community update meeting was held on 5/14/15. The common infrastructure construction bids were received on 6/23/15, and contract negotiations are underway with Shirley Contracting Company. NTP for the garage is expected in March 2017. The real estate closing will occur in October 2015 due to delay in private partner's site plan approval.

00695	DR	<b>Kirby Road Sidewalk from Chesterbrook Pool to east of Chesterbrook ES</b>	COUNTY	Design	1.250	1.250	D	July-13	<del>Feb-16</del> Apr-16
		Construct sidewalk on north side of Kirby Road					R	<del>May-15</del> Sept-15	<del>Dec-15</del> Mar-16
			ST-000036-002		2014 Bonds, C & I		U	<del>Dec-15</del> Jan-16	<del>Feb-16</del> Jul-17
PED/BIKE	SLC						C	<del>Mar-16</del> May-16	Dec-16

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Additional project funds provided. Preliminary plats were received for review on 6/19/15. 2nd pre-final advance design review comments sent to engineer 7/30/15.

00695	DR	<b>Kirby Road Walkway from Birch Road to Ivy Hill Drive</b>	COUNTY	Design	1.000	0.950	D	<del>TBD</del> Mar-15	<del>TBD</del> Mar-18
		Construct walkway on north side of Kirby Road					R	<del>TBD</del> May-17	<del>TBD</del> Dec-17
			2G40-088-017		C & I		U	<del>TBD</del> Dec-17	<del>TBD</del> Oct-18
PED/BIKE	SLC						C	<del>TBD</del> May-18	<del>TBD</del> Feb-19

Design task order approved 3/24/15. Survey complete. Preliminary design distributed for review 7/20/15. Comments received 8/21/15. Citizens Information Meeting scheduled for 9/30/15.

00695	DR	<b>Kirby Road Walkway from Chesterbrook Elementary School to Halsey Road</b>	COUNTY	Project Initiation	0.400	0.400	D	TBD	TBD
		Construct walkway on south side of Kirby Road					R	TBD	TBD
					2014 Bonds		U	TBD	TBD
PED/BIKE	SLC						C	TBD	TBD

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00695	DR	<b>Kirby Road Walkway from Halsey Road to Franklin Avenue</b> Construct walkway on south side of Kirby Road	COUNTY	Project Initiation	1.500	1.500	D	TBD	TBD
							R	TBD	TBD
							U	TBD	TBD
							C	TBD	TBD

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

00695	DR	<b>Kirby Road Walkway from Ivy Hill Drive to Corliss Court</b> Construct walkway on north side of Kirby Road	COUNTY	Design	1.100	1.055	D	<del>TBD</del> Mar-15	<del>TBD</del> Mar-18
							R	<del>TBD</del> May-17	<del>TBD</del> Dec-17
							U	<del>TBD</del> Dec-17	<del>TBD</del> Oct-18
							C	<del>TBD</del> May-18	<del>TBD</del> Feb-19

Design task order approved 3/24/15. Survey complete. Preliminary design distributed for review 7/20/15. Comments received 8/21/15. Citizens Information Meeting scheduled for 9/30/15.

00694	DR	<b>Lewinsville Road and Spring Hill Road</b>  Partial funding for alternatives analysis. Study roundabouts to improve traffic flow, add pedestrian crosswalks	COUNTY	Project Initiation	15.800	0.100	D	TBD	TBD
							R	TBD	TBD
							U	TBD	TBD
							C	TBD	TBD

Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in summer 2016.

03547	DR	<b>McLean Streetscapes Phase III</b>  Chain Bridge Road from Laughlin Street to Corner Lane; Center Street to Shell Gas Station	COUNTY	Design	2.500	1.408	D	Nov-11	<del>Mar-16</del> Apr-16
							R	<del>Aug-15</del> Sep-15	<del>Feb-16</del> Mar-16
							U	TBD	TBD
							C	May-16	Mar-17

Zoning letter received finding improvements at Listrani Peninsula in conformance with original Special Exception. Final plans distributed 7/28/15 for review. EQ-121 hazardous materials study submitted to VDOT 7/29/15. RW authorization under review. Plat updates underway and are expected to be complete by early September 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.						
			VDOT UPC No.		Fund Type				

01799	DR	<b>North West Street Sidewalk from Great Falls Street to Brilyn Place</b> Install sidewalk on north side of North West Street	COUNTY	Design	0.300	0.300	D	TBD	TBD
							R	TBD	TBD
			ST-000036-003		2014 Bonds		U	TBD	TBD
							C	TBD	TBD
PED/BIKE	MQ								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Contract with design consultant executed 7/16/15. Survey delayed until completion of VDOT mill and overlay scheduled for 2015. Schedule will be developed once survey is completed which is anticipated in October 2015. Draft agreement with City of Falls Church has been sent to county attorney and city for review.

00309	DR	<b>Old Dominion Drive and Bellview Road</b> Improve sight distance at intersection	COUNTY	Construction	0.650	0.400	D	Sep-13	<del>Mar-15</del> Jun-15
							R	Aug-14	Jan-15
			RSPI01-01500		C&I		U	Aug-14	Oct-14
							C	<del>Apr-15</del> Jul-15	<del>Sep-15</del> Nov-15
PRI	SLC								

Schedule adjusted due to additional time required to address SWM comments requiring modifications to the plan to eliminate BMP and purchase nutrient credits. VDOT LUP received 7/1/15. Final construction package issued 7/14/15. Field meeting with contractor and neighbors held on 7/28/15. NTP for construction issued on 8/24/15. Construction schedule adjusted to reflect contract duration.

00309	DR	<b>Old Dominion Drive and Linway Terrace/Birch Road</b> Pedestrian intersection and bus stop improvements	COUNTY	ROW	0.600	0.400	D	Jul-13	<del>Feb-16</del> Mar-16
							R	<del>Jun-15</del> Aug-15	<del>Jan-16</del> Mar-16
			PPTF01-06200		C & I		U	Jan-15	Apr-16
							C	<del>Mar-16</del> Apr-16	Sep-16
PED/BIKE	SLC								

Pre-final comments received on 6/12/15. Construction coordination meeting held on 7/8/15 to discuss VDOT's traffic signal rebuild at this intersection. Final project plats completed on 8/28/15. Initiating land acquisition.

00309	DR	<b>Old Dominion Drive and McLean Drive</b> Install median and McLean gateway sign	COUNTY	Construction	0.150	0.150	D	Dec-13	<del>Aug-14</del> Sep-14
							R	N/A	N/A
			MCL-093		Enhancement		U	N/A	N/A
							C	<del>May-15</del> Mar-15	Oct-15
SEC	MJG								

VDOT Transportation Enhancement Grant approved and received 4/17/13. Landscape plans received on 4/2/15 to be added as change order when maintenance agreement with VDOT is approved on 7/7/15. VDOT authorization to award construction contract received on 6/15/15. Landscape maintenance covenant signed by McLean Revitalization Corporation on 7/7/15. Pre-construction meeting held on 8/20/15. NTP anticipated in September to correspond with fall planting season.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	DR, PR	<b>Pavement Marking Plans (TMSAMS)</b>	COUNTY	Design	0.100	0.100	D	TBD	TBD
		Magarity Road, Westmoreland St, Madrillon Road					R	TBD	TBD
					RSTP		U	TBD	TBD
PED/BIKE	AL						C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Westmoreland bicycle lanes being extended this fall from Haycock Road to Hopewood Drive as part of VDOT repaving. Design for Westmoreland Street project completed by VDOT. Magarity Road and Madrillon Road will be reviewed for bicycle facilities when scheduled for future repavement by VDOT.

00123	DR	<b>Route 123 and Great Falls Street/Lewinsville Road Intersection</b>  Add or extend existing turn lanes on all approaches, remove channelized islands, and construct missing sidewalk segments	COUNTY	Project Initiation	6.900	6.900	D	TBD	TBD	
						R	TBD	TBD		
	PRI		VA	5G25-059-008		2014 Bonds		U	TBD	TBD
						C	TBD	TBD		

Project will include interim improvements ahead of potential grade separation per Tysons Neighborhood Planning Study which is in progress. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate completing scoping and forwarding for design in summer 2016.

00007	DR, PR	Route 7 Bridge Rehabilitation  Bridge over Dulles Toll Road	VDOT	Design	44.800	39.475	D	Sep-12	<del>Aug-15</del> Nov-15
							R	<del>Sept-15</del> Nov-15	<del>Jan-16</del> Mar-16
PRI	SLC				Bridge, NVTA Regional		U	<del>Feb-16</del> Jan-16	<del>Aug-16</del> Sept-16
			82135				C	<del>Jan-16</del> Mar-16	<del>Jun-17</del> May-18

Public hearing held 2/20/14. The project is currently funded by federal bridge funds identified in VDOT's Six-Year Improvement Program. Project received \$13.9 million in NVTA funds. Environmental document is complete. Design completion delayed due to procurement of design-build team taking longer than anticipated. Schedule adjusted to allow for coordination with MWAA and WMATA on easement impacts and constructability issues. NTP for design-build contract issued on 7/8/15.

00007	DR, HM, PR	Route 7 from Reston Avenue to Jarrett Valley Drive  Widen to 6 lanes	VDOT	Design	265.000	17.100	D	Jun-11	<del>TBD</del> Dec-20
							R	<del>N/A</del> Mar-17	<del>N/A</del> Feb-20
			NVTB Bonds, Federal	U	<del>N/A</del> Apr-18	<del>N/A</del> Jul-21			
PRI	SLC			52328, 99478, 106917	C	<del>N/A</del> Jan-21	<del>N/A</del> Dec-23		

Funded through the Board's Tysons Transportation Plan. Preliminary design, including alternative intersection analysis, in progress. Group of community, BOS staff, and state/local government agency stakeholders established to discuss design challenges and provide input on project scope. Project is now split in two phases: Phase I - Jarrett Valley Drive to 500 feet east of Colvin Forest Drive and Phase II - 500 feet east of Colvin Forest Drive to Reston Avenue. Public hearing anticipated in April 2016. On-going coordination with affected communities regarding access issues is underway.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						
00007	DR, HM	Route 7 from Rolling Holly Drive to Reston Avenue  Widen to 6 lanes	VDOT	Construction	36.637	36.742	D	Jul-99	Feb-12
							R	Nov-11	Mar-13
PRI	TB					NVTD Bonds, C & I	U	Dec-11	Oct-13
				52327			C	Dec-12	Dec-15
Construction is 75% complete. Additional funds allocated for street lights.									

00007	DR, PR	Route 7 Walkway (TMSAMS)  Complete missing links on south side from Jarrett Valley Drive to Beulah Road	COUNTY	On Hold	5.450	0.75	D	Aug-13	TBD
							R	TBD	TBD
			TMSAMS-128		RSTP		U	TBD	TBD
			C	TBD			TBD		
PED/BIKE	WPH								
Project is on hold since walkway improvements overlap with the VDOT Route 7 Widening project. VDOT is currently developing a project schedule and funding availability for the Route 7 project. FCDOT is coordinating with supervisor's office for project termination and funding transfer to the VDOT project.									

00007	DR	Route 7/Colvin Run Road  Add signalized pedestrian crosswalks, signage, striping, and modify signal operations	COUNTY	Utilities	2.150	2.150	D	Oct-10	<del>Mar-15</del> Apr-15
						R	Feb-14	Jul-14	
	PPTF01-01800		C & I		U	Jun-14	<del>Apr-15</del> Sep-15		
					C	<del>May-15</del> Oct-15	<del>Dec-15</del> Dec-16		
PED/ BIKE	SLC								
Part of the C&I Project Program endorsed by the BOS on 10/19/09. Final design is complete. Nutrient credits purchase complete. VDOT LUP received 5/7/15. Received comments from LDS for SWM plan on 4/29/15. Comments response submitted to LDS on 5/28/15. Schedule adjusted in July to address LDS reviews and process Detention Exception request.									

00007	DR	Route 7/Towlston Road  Add a left turn lane from NB Towlston Road to WB Route 7	COUNTY	Design	1.300	0.750	D	Sep-08	TBD	
						R	<del>Aug-14</del> N/A	<del>TBD</del> N/A		
	PRI		4YP206		2007 Bonds		U	<del>TBD</del> N/A	<del>TBD</del> N/A	
							C	TBD	TBD	
Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Project scope has been revised to only provide the northbound left turn at Towlston Road as per the coordination with VDOT's Route 7 widening project as well as the community information meeting of 5/6/15. Land acquisition no longer required. Contract negotiations in progress to finalize the plans and resubmit to VDOT. Schedule will be adjusted after contract negotiations which is expected in September 2015.										

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		Fund Type					
			VDOT UPC No.							
00007	DR, HM	Route 7/Utterback Store Road  Install signalized crosswalks at Utterback Store Road	VDOT	Design	0.150	0.150	D	Nov-14	Mar-15	
								R	<del>N/A</del> TBD	<del>N/A</del> TBD
						C & I		U	N/A	N/A
SEC	WPH			106498				C	<del>Mar-15</del> Feb-16	<del>Jun-15</del> Apr-16
Completed scoping and forwarded to VDOT on 8/11/14. Working on easement with Fairfax County Park Authority. Schedule adjusted because of required land acquisition by VDOT which was not originally expected.										

05320	DR	Sunrise Valley Drive Sidewalk (RMAG)	COUNTY	Project Initiation	0.300	0.300	D	TBD	TBD
		East side from River Birch Road to Legacy Circle					R	TBD	TBD
			5G25-060-017		2014 Bonds		U	TBD	TBD
PED/BIKE	GA						C	TBD	TBD
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.									

XXXXX	DR, PR	Tysons Wayfinding Signage (TMSAMS)	COUNTY	Project Initiation	0.100	0.100	D	<del>TBD</del> Aug-15	<del>TBD</del> Jan-16
		Throughout Tysons Area					R	<del>TBD</del> N/A	<del>TBD</del> N/A
					RSTP		U	<del>TBD</del> N/A	<del>TBD</del> N/A
PED/BIKE	AL						C	<del>TBD</del> Feb-16	<del>TBD</del> Jun-16
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Funding provided to install wayfinding signage for bicycles in the Tysons area and surrounding neighborhoods. Project is being coordinated with VDOT summer repaving projects that include bike lanes. After bike lane installations are completed, wayfinding signage will be installed throughout Tysons guiding bicyclists to and from the Metrorail stations to the surrounding neighborhoods.									

00681	DR	Walker Road Bridge	VDOT	Design	4.650	1.100	D	Nov -12	<del>Jun-14</del> TBD
		Replace bridge over Piney Run (PE and ROW only)					R	<del>Aug-14</del> TBD	<del>Aug-15</del> TBD
					Secondary		U	<del>N/A</del> TBD	<del>N/A</del> TBD
SEC	TB		84383				C	<del>N/A</del> TBD	<del>N/A</del> TBD
Funded for design and ROW only. Project being redesigned to incorporate pedestrian and bicycle facilities. Preliminary design completed. CIM held on 6/3/15. Design public hearing anticipated in fall 2015. Developing new project schedule.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Dranesville District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00693	DR	Westmoreland Street On-Road Bike Lanes  Extend existing on-road bicycle lanes from Kirby Road to Arlington County Line	COUNTY	Project Initiation	0.040	0.040	D	TBD	TBD
							R	TBD	TBD
	5G25-063-008		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AL								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016. Will likely be done as part of future VDOT repaving program.

00693	DR	Westmoreland Street/Old Chesterbrook Road Phase II  Re-align intersection, new storm drainage, crosswalks on Westmoreland St. from entrance to McLean High School to Old Chesterbrook Road	COUNTY	Complete	0.900	0.545	D	Feb-10	Feb-15
							R	Jul-14	Dec-14
	PPTF01-04400B		C & I		U	Oct-14	May-15		
					C	Mar-15	<del>Oct-15</del> Aug-15		
PED/ BIKE	GM								

Part of the C&I Project Program endorsed by the BOS on 10/19/09. Construction substantially complete 8/25/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

# Project Status Report

## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	HM	Ashgrove Lane Trail (TMSAMS)	COUNTY	Project Initiation	0.650	0.500	D	TBD	TBD
		Trail along Ashgrove Lane to western Tysons					R	TBD	TBD
PED/ BIKE	VA		TMSAMS-121		RSTP		U	TBD	TBD
							C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is split into two phases. In Phase 1, FCPA repaved and reinforced the existing trail on FCPA property in summer 2014. In Phase 2, FCDOT will construct a trail spur off the existing FCPA trail which will connect to Westwood Center Drive. Proffered easements from developer are acquired. Coordinating with FCPA on design contract. Anticipating execution of design contract in fall 2015.

00606	HM	Baron Cameron Avenue and Lake Fairfax Drive  Install signalized crosswalk at Lake Fairfax Drive	VDOT	ROW	0.250	0.250	D	Nov-14	<del>Mar-15</del> Jan-16
							R	<del>N/A</del> Jun-15	<del>N/A</del> Jan-16
2G40-088-002			C & I		U	N/A	N/A		
106498					C	<del>Mar-15</del> Feb-16	<del>Jun-15</del> Apr-16		
SEC	WPH								

Project scoping completed and forwarded to VDOT on 8/11/14. Design underway. Land acquisition in progress. Schedule adjusted to add land acquisition phase which was not originally anticipated.

00675	HM	Beulah Road Walkway Phase I  Pedestrian improvements and approximately 4,000 LF of walkway from Francis Young Lane to Coral Crest Lane and along Clarks Crossing Road	COUNTY	Construction	2.650	1.000	D	Jun-08	Nov-14
							R	Oct-13	Aug-14
	PED/BIKE	JYR		4YP201-PB009-A	2007 Bonds		U	<del>Aug-14</del> Jul-14	<del>Mar-15</del> Oct-15
							C	Mar-15	Apr-16

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. VDOT permit received 12/19/14. Construction authorized 2/25/15. Utility relocation in progress. Anticipate NTP to construction contractor 9/30/15.

00675	HM	Beulah Road Walkway Phase II  Pedestrian improvements and approximately 500 LF of walkway from Abbotsford Drive to Antioch Church	COUNTY	Design	TBD	TBD	D	Aug-14	<del>Feb-16</del> May-16
			4YP201-PB009-B	2007 Bonds	R	<del>Jul-15</del> Oct-15	<del>Feb-16</del> Apr-16		
	U				<del>Feb-16</del> TBD	<del>Mar-16</del> TBD			
			C	<del>Mar-16</del> Jun-16	<del>Aug-16</del> Oct-16				
PED/ BIKE	JYR								

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Pre final design submitted on 7/14/15. Project is under first design review. Schedule changed due to stormwater management issues requiring additional survey to perform adequate outfall analysis. Stormwater detention waiver to be requested.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00724	HM	Creek Crossing Pedestrian Enhancements  Upgrade existing pedestrian facility on east side of Creek Crossing from Fairway Drive to Old Courthouse Road	Vienna	Project Initiation	TBD	2.000	D	TBD	TBD
							R	TBD	TBD
	2G40-088-011		C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AB								

Project scoping completed in August 2015. Coordinating with Town of Vienna on agreement for Town to design and construct project with funding provided by FCDOT. Significant community coordination will be required. Project initiation underway.

XXXXX	DR, HM	Dulles Rail Phase 2  Construct six new stations, two in Fairfax County, and extend Metrorail from Wiehle Avenue to Route 722 in Loudoun County	MWAA	Construction	2780.000	330.000	D	Jul-13	Jun-15			
							R	Jul-13	Jan-16			
	TRAN		WPH				Federal		U	Jul-13	Oct-16	
					97226				C	Feb-14	<del>Jul-18</del> Aug-19	

Bid Packet A (Rail Stations, Systems, and Line) was awarded in May 2013. Notice to proceed was issued in July 2013 with a 60 month design-build schedule. Construction schedule adjusted due to weather delays. For further information, see <http://www.dullesmetro.com>.

00286	BR, DR, HM, SP, SU	Fairfax County Parkway Bicycle Wayfinding Signage  Install bicycle way finding signs along the Fairfax County Parkway and Franconia-Springfield Parkway	COUNTY	Project Initiation	0.080	0.080	D	TBD	TBD
							R	TBD	TBD
					U	TBD	TBD		
					C	TBD	TBD		
OTHER	AL								

Scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

00672	HM	Flint Hill Elementary School SRTS  Provide a raised crosswalk, upgrade ramps, and rapid flashing beacons	COUNTY	Design	0.235	0.235	D	<del>TBD</del> Apr-15	<del>TBD</del> Oct-16
							R	TBD	TBD
	SRTS-133-133		Federal		U	TBD	TBD		
					C	<del>TBD</del> Dec-16	<del>TBD</del> May-17		
SEC	TBD								

Survey is complete. Task order approved 4/27/15. Design in progress.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00665	HM	<b>Fox Mill Road Walkway from Fairfax County Parkway to Reston Parkway</b> Construct walkway on north side of Fox Mill Road	COUNTY	Project Initiation	2.400	2.400	D	TBD	TBD
							R	TBD	TBD
	ST-000036-009		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	GA								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

00665	HM	Fox Mill Road/Monroe Street  Install right turn lane on WB Fox Mill Road and add pedestrian improvements	COUNTY	Construction	1.700	0.850	D	July-10	Jun-14
							R	Jun-12	May-14
	RSPI01-00500		C & I		U	<del>Mar-13</del> May-13	<del>Aug-13</del> Apr-14		
					C	<del>Nov-14</del> Aug-14	<del>Dec-15</del> Jan-16		
SEC	TB								

Part of the C&I Project Program endorsed by the BOS on 10/19/09. Construction 35% complete. Revised signal plans approved on 6/30/15. Permit Revision received 8/4/15. Corrected construction start date. Construction completion date adjusted to match contractual completion date.

04721	HM	Glade Drive Walkway from Colts Neck Road to Freetown Drive  Construct walkway on north side of Glade Drive	COUNTY	Design	1.500	0.96	D	<del>TBD</del> May-15	<del>TBD</del> May-17
							R	<del>TBD</del> Aug-16	<del>TBD</del> Feb-17
			2G40-088-007		C & I		U	<del>TBD</del> Feb-17	<del>TBD</del> May-17
			C	<del>TBD</del> May-17			<del>TBD</del> Feb-18		
PED/ BIKE	WPH								

Task order contract for design services approved on 5/1/15. Project was presented to Reston Association Design Review Board in an informational presentation on 3/17/15. Survey notification letters sent 6/8/15. Survey complete. Conceptual design received on 8/12/15.

04721	HM	<b>Glade Drive Walkway from Middle Creek Lane to Glade Bank Way</b> Construct walkway on north side of Glade Drive	COUNTY	Design	0.750	0.450	D	<del>TBD</del> May-15	<del>TBD</del> May-17
							R	<del>TBD</del> Aug-16	<del>TBD</del> Feb-17
			2G40-088-006		C & I		U	<del>TBD</del> Feb-17	<del>TBD</del> May-17
			C	<del>TBD</del> May-17			<del>TBD</del> Feb-18		
PED/ BIKE	WPH								

Task order contract for design services approved on 5/1/15. Project was presented to Reston Association Design Review Board in an informational presentation on 3/17/15. Survey notification letters sent 6/8/15. Survey complete. Conceptual design received on 8/12/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.		Fund Type		

00939	HM	Gosnell Road Walkway (DCBPA)  Install 300 LF of walkway on east side, north of Route 123	COUNTY	Utilities	0.310	0.220	D	Oct-12	<del>Aug-15</del> Oct-15
						R	Jun-14	Dec-14	
	DCBPA-072		CMAQ		U	<del>N/A</del> Mar-15	<del>N/A</del> Sep-15		
	93146				C	<del>Sep-15</del> Nov-15	<del>Apr-16</del> Jun-16		
PED/ BIKE	AL								

Final design is in progress. Meeting was held with Fairfax County LDS on 6/18/15 to discuss LDS comments. SWM Package was revised and sent to LDS on 7/15/15. A Purchase of off-site Nutrient Credits Request Package was sent to VDOT Drainage on 7/17/15. This project will be built utilizing the countywide permit. Schedule has been adjusted because of comments on stormwater management (SWM) package requiring revisions.

XXXXX	HM	Herndon Metrorail Parking Garage  Approximate 1950 space parking structure and associated pedestrian and vehicular connections for Metro Silver Line-Phase II	COUNTY	Design	56.700	7.800	D	Nov-14	<del>Dec-15</del> Aug-16	
							R	Dec-14	Aug-15	
	TRAN		TF-000020-001		NVTA Local, C & I		U	TBD	TBD	
							C	<del>Dec-15</del> Jan-17	<del>Mar-18</del> May-19	

Land acquisition settlement occurred 8/24/15. Land acquisition is complete. Design development phase review was completed on 6/3/15. Value Engineering Study was completed on 4/24/15, and final recommendations were approved on 6/15/15. Architect was authorized to proceed with construction documents phase on 6/25/15. Coordination with MWAA is ongoing and the project schedule has been adjusted to coordinate with the updated Rail Project schedule.

00674	DR, HM	Hunter Mill Road Bridge over Difficult Run (PE Only)  Replace temporary bridge with permanent structure	VDOT	Design	0.500	0.320	D	<del>TBD</del> Sep-13	<del>TBD</del> Jan-18
							R	<del>N/A</del> Aug-16	<del>N/A</del> Nov-17
			Bridge, RSTP	U	<del>N/A</del> Aug-16	<del>N/A</del> Nov-17			
	102691			C	<del>N/A</del> Jan-18	<del>N/A</del> Dec-18			
SEC	TBD								

Preliminary engineering completed by VDOT. CIM held 12/8/14. Public hearing held on 6/17/15. Final design in progress. Hunter Mill Road at the bridge is expected to be closed for approximately 21 days from late July 2018 through mid-August 2018.

00674	HM	Hunter Mill Road/Sunrise Valley Drive  Add signalized pedestrian crosswalks, signage, striping, and modify signal operations	COUNTY	Design	1.100	0.150	D	Feb-13	<del>Jun-15</del> Sep-15
							R	Oct-14	<del>May-15</del> Jul-15
			PPTF01-03100		C & I		U	May-15	Sep-15
						C	<del>Jul-15</del> Oct-15	<del>Jan-16</del> Jul-16	
PED/ BIKE	SSS								

Part of the C&I Project Program endorsed by the BOS on 10/19/09. 2nd final design plan distribution made 6/22/15. The existing signals at this intersection are part of VDOT's signal rebuild list. Land rights acquired. Schedule adjusted due to ongoing coordination with county staff and VDOT regarding approval of stormwater quality structures. Comments received 8/31/15. Expect to resubmit detention exception in September 2015.

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## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	HM	Isaac Newton Sq W (RMAG)  Widen from Isaac Newton Square south to station entrance and install walkway	COUNTY	On Hold	2.517	2.517	D	TBD	TBD	
							R	TBD	TBD	
	PED/ BIKE		WPH	RMAG-101		RSTP		U	TBD	TBD
								C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project on hold pending outcome of discussion with property owners.

04726	HM	North Shore Drive Walkway from east of North Shore Ct to Sycamore Valley Ct Construct walkway on south side of North Shore Drive	COUNTY	Project Initiation	1.400	1.400	D	TBD	TBD
							R	TBD	TBD
			C & I	U	TBD	TBD			
				C	TBD	TBD			
PED/BIKE	CW								

Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in winter 2016.

00677	HM	Old Courthouse Road and Besley Road  Raising the road elevation to improve drainage and limit flooding, including pedestrian and bicycle facilities and connection to FCPA trail	COUNTY	Project Initiation	5.000	5.000	D	TBD	TBD
						R	TBD	TBD	
	5G25-059-007		NVTA Local, 2014 Bonds	U	TBD	TBD			
				C	TBD	TBD			
SEC	VA								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Survey is in progress. Schedule to be determined once survey is complete which is expected in fall 2015.

00677	HM	Old Courthouse Road Trail (TMSAMS)  Trail on one side from Westbriar Drive/Fairway Drive northeast to Battery Park Street	Vienna	Project Initiation	1.200	1.200	D	TBD	TBD
						R	TBD	TBD	
	TMSAMS-122		C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	VA								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project scoping complete. Town of Vienna managing design. Agreement with town has been executed. Design contract negotiations in progress. Schedule to be determined once contract executed which is expected in fall 2015.

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## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00675	HM	Plaza America Proffer Agreement (PA060J)  Proffer contribution for public transportation enhancements: EB Sunset Hills Road at Target	COUNTY	On Hold	0.030	0.030	D	Feb-04	Oct-05	
						R	Oct-05	TBD		
	PED/ BIKE		D00448-PA060J		Proffer		U	TBD	TBD	
							C	TBD	TBD	

Land acquisition unsuccessful. FCDOT staff will determine if funds are available to reinstate project by fall 2015.

00007	DR, HM, PR	Route 7 from Reston Avenue to Jarrett Valley Drive  Widen to 6 lanes	VDOT	Design	265.000	17.100	D	Jun-11	<del>TBD</del> Dec-20
							R	<del>N/A</del> Mar-17	<del>N/A</del> Feb-20
			N/VD Bonds, Federal	U	<del>N/A</del> Apr-18	<del>N/A</del> Jul-21			
	52328, 99478, 106917			C	<del>N/A</del> Jan-21	<del>N/A</del> Dec-23			
PRI	SLC								

Funded through the Board's Tysons Transportation Plan. Preliminary design, including alternative intersection analysis, in progress. Group of community, BOS staff, and state/local government agency stakeholders established to discuss design challenges and provide input on project scope. Project is now split in two phases: Phase I - Jarrett Valley Drive to 500 feet east of Colvin Forest Drive and Phase II - 500 feet east of Colvin Forest Drive to Reston Avenue. Public hearing anticipated in April 2016. On-going coordination with affected communities regarding access issues is underway.

00007	DR, HM	Route 7 from Rolling Holly Drive to Reston Avenue Widen to 6 lanes	VDOT	Construction	36.637	36.742	D	Jul-99	Feb-12
							R	Nov-11	Mar-13
			NVTB Bonds, C & I	U	Dec-11	Oct-13			
	52327			C	Dec-12	Dec-15			
PRI	TB								

Construction is 75% complete. Additional funds allocated for street lights.

00007	HM, PR	Route 7/Route 123 Interchange (Study Only)  Conceptual design and traffic operations study to determine future interchange configuration or at-grade intersection configuration	COUNTY	Study	0.350	0.350	D	Sep-12	TBD
					R	N/A	N/A		
	2G40-035-002		C & I		U	N/A	N/A		
					C	N/A	N/A		
PRI	TB								

Ground survey and traffic counts complete. Conducting additional Tysons Consolidated Traffic Impact Analysis (CTIA) simulations to test alternatives. County and VDOT meeting held 2/26/15 to discuss preliminary results and study findings. Four configurations are being advanced for additional modelling: a partial cloverleaf interchange, a partial interchange with an elevated pedestrian plaza, a two-quadrant intersection, and a conventional at-grade intersection. Schedule to be determined once alternatives analysis is complete. Meetings with stakeholders will be held in fall 2015 to review proposed concepts.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				
00007	DR, HM	Route 7/Utterback Store Road  Install signalized crosswalks at Utterback Store Road	VDOT	Design	0.150	0.150	D	Nov-14	Mar-15	
								R	<del>N/A</del> TBD	<del>N/A</del> TBD
SEC	WPH					C & I		U	N/A	N/A
				106498				C	<del>Mar-15</del> Feb-16	<del>Jun-15</del> Apr-16

Completed scoping and forwarded to VDOT on 8/11/14. Working on easement with Fairfax County Park Authority. Schedule adjusted because of required land acquisition by VDOT which was not originally expected.

04720	HM	Soapstone Drive Overpass	COUNTY	Design	91.750	2.500	D	TBD	TBD
		Construct a 4-lane roadway over the Dulles Toll Road from Sunrise Valley Drive to Sunset Hills Road, including pedestrian, bicycle, and transit facilities					R	TBD	TBD
SEC	AB		2G40-078-000		NVTA Local		U	TBD	TBD
							C	TBD	TBD

The recommended (Hybrid) alternative was approved by the Board of Supervisors on 5/13/14. Initiating environmental analysis and preliminary engineering. Received proposal for environmental scope in January 2015 and NTP issued in April 2015. Environmental documentation currently in progress. Developing scope for design work and subsequent RFP. Schedule to be determined once design contract executed which is expected in early 2016.

04720	HM	Soapstone Drive Walkway	COUNTY	Construction	1.965	1.965	D	Dec-09	Apr-14
		Install 3,300 LF of walkway along east side from South Lakes Drive to Snakeden Stream Valley, including 4 bus pads					R	Nov-12	Oct-13
PED/BIKE	WPH		26008G-07001		CMAQ		U	Oct-13	Sep-14
			70632				C	<del>Mar-15</del> Feb-15	<del>Nov-15</del> Feb-16

Project is part of the Four-Year Transportation Program endorsed by the BOS on 2/9/04. Contract award in progress. Pre-construction meeting held on 8/5/15. Construction schedule adjusted to reflect contract duration. Completion date is dependent upon winter weather and may require further adjustment.

05329	HM	South Lakes Drive Walkway from Greenkeepers Ct to Sunrise Valley Dr	COUNTY	Project Initiation	3.650	3.650	D	TBD	TBD
		Complete missing links on South Lakes Drive					R	TBD	TBD
PED/BIKE	TBD		5G25-060-039		2014 Bonds		U	TBD	TBD
							C	TBD	TBD

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

05320	HM	<b>Sunrise Valley Drive Sidewalk (RMAG)</b>  Complete missing sidewalk links from Glade Drive to Reston Parkway (south side) and pedestrian intersection improvements at Mercator Drive	COUNTY	Design	4.284	2.484	D	Aug-13	<del>Aug-16</del> Nov-16
							R	<del>Oct-15</del> Jan-16	<del>Jul-16</del> Sep-16
			RMAG-100		RSTP		U	<del>TBD</del> Jun-16	<del>TBD</del> Jan-17
							C	<del>Aug-16</del> Jan-17	<del>May-17</del> Sep-17

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Final design distributed to VDOT for review 4/7/15. Comments have been received. 2nd final design in progress. TMP approved 8/28/14. Plats have been reviewed by land acquisition. Final plats in process. Comments responses for drainage and SWM submitted to LDS on 7/13/15. Detention Exception request submitted to LDS on 7/6/15. Schedule adjusted in July to address final design plan comments and prepare and review the plats.

05320	HM	<b>Sunrise Valley Drive Walkway (DCBPA)</b>  4,500 LF of 10-foot wide shared use path on the North side from Soapstone Drive to South Lakes Drive and pedestrian intersection improvements at Commerce Park Drive and Great Meadow Drive	COUNTY	Design	1.950	1.575	D	Sep-12	<del>Nov-16</del> May-17
							R	<del>Apr-15</del> Nov-15	<del>Nov-15</del> May-16
			DCBPA-074		CMAQ		U	<del>Nov-15</del> May-16	<del>Nov-16</del> May-17
			93146				C	<del>Dec-16</del> Jul-17	Apr-18

Final design in progress. Utility relocation design is in progress. Project plats reviewed by LAD. Schedule adjusted due to delay in receiving documentation for funding agreement with VDOT which has been resolved, and extra time required for additional survey data to complete outfall analysis for detention exception. Additional survey complete.

05320	HM	<b>Sunrise Valley Drive Walkway (DCBPA)</b>  5,000 LF of concrete sidewalk on the South side from Soapstone Drive to South Lakes Drive	COUNTY	Design	1.750	0.500	D	Sep-12	<del>Nov-16</del> May-17
							R	<del>Apr-15</del> Nov-15	<del>Nov-15</del> May-16
			DCBPA-073		CMAQ		U	<del>Nov-15</del> May-16	<del>Nov-16</del> May-17
			93146				C	<del>Dec-16</del> Jul-17	Apr-18

Final design in progress. Utility relocation design is in progress. Project plats reviewed by LAD. Schedule adjusted due to delay in receiving documentation for funding agreement with VDOT which has been resolved, and extra time required for additional survey data to complete outfall analysis for detention exception. Additional survey complete.

00675	HM	<b>Sunset Hills Road Walkway</b>  Install 1,500 LF concrete sidewalk along the north side of Sunset Hills Road from the W&OD Trail to Michael Faraday Court	COUNTY	Utilities	1.050	0.240	D	Oct-09	<del>TBD</del> Jul-15
							R	Nov-10	Oct-13
			4YP201-PB017		2007 Bonds		U	<del>TBD</del> Oct-13	<del>TBD</del> Dec-15
							C	<del>TBD</del> Nov-15	<del>TBD</del> Aug-16

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Utility coordination and relocation is in progress. License application with NVRPA is in progress. VDOT permit received 8/4/15. Construction package is in progress.

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## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00675	HM	<b>Sunset Hills Road Walkway from Old Reston Avenue to Reston Parkway</b> Construct walkway on north side of Sunset Hills Road	COUNTY	Project Initiation	0.350	0.350	D	TBD	TBD
						R	TBD	TBD	
	2G40-088-009		C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	WPH								

Scope completed on 5/22/15. Project initiation underway. Field inspection held on 6/30/15. Schedule to be developed after survey is completed. Survey notification letters sent 7/30/15 and is expected to be complete in fall 2015.

00675	HM	Sunset Hills Road/Town Center Parkway (RMAG) Pedestrian intersection improvements	COUNTY	Design	0.525	0.200	D	Aug-13	<del>Nov-15</del> May-16
						R	<del>Mar-15</del> Sep-15	<del>Oct-15</del> Apr-16	
	RMAG-099			RSTP		U	<del>TBD</del> N/A	<del>TBD</del> N/A	
						C	<del>Dec-15</del> Jul-16	<del>Sep-16</del> Mar-17	
PED/ BIKE	SSS								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Final design distributed to VDOT for review 7/6/15. VDOT ROW authorization package submitted on 6/26/15. Comments received 8/3/15. Project schedule was adjusted in May to address additional comments from VDOT on ROW authorization package.

07414	HM	Town Center Parkway (RMAG)  Underpass connection across Dulles Toll Road - new support structure	COUNTY	Design	8.700	8.700	D	TBD	TBD
							R	TBD	TBD
	RMAG-103		RSTP		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	SLC								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. NTP was issued to the consultants in March 2013 for conceptual design of the bridge structure that will carry the Metrorail over future Town Center Parkway. County requested MWAA to issue a change order to the structure which was received in October 2014. Project will be constructed with the Dulles Metrorail Phase 2 project; anticipate completion in August 2019.

XXXXX	HM	Vesper Court Trail (TMSAMS)  Trail from Vesper Court to Route 7 at Spring Hill Road	COUNTY	Design	1.615	1.500	D	Aug-13	<del>Jan-16</del> Apr-16
							R	<del>Jul-15</del> Nov-15	<del>Nov-15</del> Feb-16
			TMSAMS-120		RSTP		U	<del>N/A</del> Mar-16	<del>N/A</del> Jul-16
					C	<del>Mar-16</del> Aug-16	Aug-17		
PED/ BIKE	VA								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. DVP review comments were received 1/30/15, 3/4/15, and 6/1/15. Coordination meetings with DVP were held on 4/23/15 and 5/13/15 at DVP. Consultant is addressing comments, including lighting revisions, pavement design, and environmental documentation. Schedule was adjusted due to coordination issues with DVP on trail alignment and design requirements. Construction completion date remains the same.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Hunter Mill District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00828	HM	<b>Wiehle Ave Station Walkway/Bikeway (RMAG)</b>	COUNTY	On Hold	0.500	0.500	D	TBD	TBD
		Station entrance to Sunrise Valley Drive					R	TBD	TBD
					RSTP		U	TBD	TBD
PED/BIKE	TB						C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is on hold pending discussion with property owners. Property owners submitted a zoning request in August 2015.

00828	HM	Wiehle Avenue/DTR Ramps (RMAG)  Pedestrian intersection improvements	COUNTY	Bid Ad	0.250	0.250	D	Apr-14	<del>May-15</del> Jun-15
							R	N/A	N/A
RMAG-097			RSTP		U	N/A	N/A		
					C	<del>Dec-15</del> Sep-15	May-16		
PED/ BIKE	WPH								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Construction authorization package sent to VDOT on 7/27/15. Construction advertisement expected in October 2015.

00828	HM	Wiehle Avenue/Isaac Newton Sq South (DCBPA) Pedestrian intersection improvements	VDOT	Construction	0.500	0.200	D	TBD	TBD
							R	Jul-14	Mar-15
DCBPA-076			CMAQ		U	TBD	TBD		
93146					C	Jun-15	Oct-15		
PED/BIKE	WPH								

VDOT will build and design project per agreement dated 1/7/13. Construction is 90% complete.

00828	HM	<b>Wiehle Avenue/Washington &amp; Old Dominion (W&amp;OD) Trail Phase II (RMAG)</b> Construct pedestrian/bicycle grade separated crossing	COUNTY	Design	3.200	2.650	D	Nov-14	Apr-17
							R	Jan-17	Dec-17
			RMAG-102		RSTP		U	Dec-17	Jun-19
PED/BIKE	VA					C	Nov-19	Nov-20	

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Meeting held with DVP on 8/5/15 to discuss design alternatives for the project. Reston DRB presentation and design public hearing to be rescheduled. Coordination efforts with Reston Fire Station and Fairfax Water initiated in August 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

# Project Status Report

## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00617	LE	Backlick Road Pedestrian Improvements at Lynbrook Elementary School Pedestrian HAWK signal and sidewalk	VDOT	ROW	0.700	0.700	D	Mar-15	Jul-15
						R	Jun-15	Oct-15	
			5G25-060-047	C & I		U	N/A	N/A	
	PED/ BIKE		WPH			106498	C	Jul-15	Nov-15

VDOT to design and build HAWK signal and crosswalks under amendment to UPC 106498. County to design and build sidewalk extension and connection. Sidewalk construction completed 7/28/15, and fence replacement is in progress. Land acquisition by VDOT in progress. Schedule adjusted because property owner is waiting until October to sign the easement.

00286	LE, MV	<b>Fairfax County Parkway from I-95 to Telegraph Road</b>  Corridor study along Route 286 between I-95 and Route 1 for spot improvements to provide additional capacity at intersections and reduce congestion in the through lanes	COUNTY	Study	0.089	0.089	D	Nov-13	<del>May-15</del> Sep-15	
					R	N/A	N/A			
	PRI		NF	2G40-087-005		NVTAR Regional		U	N/A	N/A
								C	N/A	N/A

The study is considering improvements that could be implemented within the next ten years. Types of improvements being considered include signal modifications, reconfiguration of the existing lane uses at intersections, additional lanes at intersections, and extension of auxiliary lanes. Study is in progress. Draft report was developed and distributed, and comments have been received. Schedule adjusted to evaluate additional alternatives based on stakeholder feedback. Specific project recommendations will be prepared in fall 2015. Funding will be required to implement recommendations.

00635	LE	Fleet Drive Walkway from Yadkin Court to South of Franconia Road Construct walkway on east side of Fleet Drive	COUNTY	Design	0.800	0.800	D	<del>TBD</del> Jul-15	<del>TBD</del> Sep-17
							R	<del>TBD</del> Nov-16	<del>TBD</del> May-17
	5G25-060-027		2014 Bonds	U	TBD	TBD			
				C	<del>TBD</del> Nov-17	<del>TBD</del> Jul-18			
PED/ BIKE	WPH								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Completed scoping and forwarded for design on 1/22/15. Survey received on 6/25/15. Design NTP issued on 7/7/15. Preliminary design underway.

00644	LE	Franconia Road Walkway  North side from Norton Road to Governor's Pond Circle (west)	COUNTY	Utilities	1.25	0.475	D	Aug-13	Nov-15
							R	Mar-15	Oct-15
	ST-000036-004		2014 Bonds, C & I		U	<del>TBD</del> Jul-15	<del>TBD</del> Dec-15		
					C	<del>Nov-15</del> Dec-15	Aug-16		
PED/ BIKE	WPH								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Advance funded under 2G40-053. 2nd final design distributed to VDOT for review 6/25/15. Land acquisition completed 8/28/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00289	LE	<b>Franconia-Springfield Metrorail Station/VRE Enhanced Bicycle Parking</b> Install covered bicycle parking	COUNTY	Project Initiation	0.130	0.130	D	TBD	TBD
							R	TBD	TBD
					C & I		U	TBD	TBD
	PED/BIKE						C	TBD	TBD

Will accommodate at least 30 bicycles. Improvements to the access driveway pavement and lighting and security may also be provided. Scoping completed in fall 2014. VRE is currently reviewing the proposal since the project is in CSX ROW. VRE is working on safety white paper for structures on CSX ROW which is expected to be completed in fall 2015.

02677	LE	<b>Frontier Drive from Franconia-Springfield Parkway to Loisdale Road</b> Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including improvements to the circulatory system around the Franconia-Springfield Metrorail Station and modifications to the ramps to and from the parkway	VDOT	Project Initiation	89.500	63.000	D	TBD	TBD
							R	TBD	TBD
					NVT A Regional		U	TBD	TBD
	SEC		106742				C	TBD	TBD

Project will include on-street parking along Frontier Drive as well as pedestrian and bicycle facilities. VDOT to implement project. Project scoping and initial coordination in progress. Received \$2 million in NVT A funds. Project agreement with VDOT approved by the Board of Supervisors on 3/3/15. Survey work in progress. VDOT issued a RFP for consultant procurement on 8/5/15. Project schedule to be developed in fall 2015.

01155	LE	<b>Highland St/Backlick Road/Amherst Ave</b>  Pedestrian intersection improvements	COUNTY	ROW	0.450	0.175	D	Apr-13	<del>Dec-15</del> Oct-15
							R	Mar-15	Oct-15
			5G25-060-005		2014 Bonds, C & I		U	<del>TBD</del> N/A	<del>TBD</del> N/A
	PED/BIKE						C	Feb-16	Sep-16

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Finalizing permit with FCPS for proposed improvements on Lynbrook Elementary School property. Private property rights acquired for two owners. Board authorization scheduled for 9/22/15 to advertise for a 10/20/15 public hearing to acquire additional land rights from a defunct corporation. Fire hydrant relocation design in progress.

I-95	LE, MV	<b>I-95 Northbound Directional Off-Ramp to Northbound Fairfax County Parkway</b> From I-95 Exit 166 for Route 7100 northbound, to 0.6 miles west of Exit 166 (PE only)	VDOT	On Hold	81.000	4.193	D	Oct-11	Jun-14
							R	N/A	N/A
					Federal		U	N/A	N/A
	INT		93033				C	N/A	N/A

Funding for design only. Preliminary design completed. No funding available for ROW or construction. Submitting application for State House Bill Two (HB2) funding.

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~~Jan-01~~ : Indicates Schedule Change

## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				
01614	LE	Jefferson Manor Improvements Phase IIIA  Infrastructure reconstruction on Albemarle Drive in Jefferson Manor	COUNTY	Design	1.000	1.000	D	<del>TBD</del> Mar-15	<del>TBD</del> Mar-18	
								R	<del>TBD</del> Mar-17	<del>TBD</del> Dec-17
				2G25-097-000		C & I		U	<del>TBD</del> Dec-17	<del>TBD</del> Apr-18
SEC	TBD							C	<del>TBD</del> Apr-18	<del>TBD</del> Feb-19
Survey complete. Preliminary design complete. Utility designation complete. Citizens Information Meeting held 6/10/15. Buffer waiver submitted to VDOT, and comments received 8/4/15. Pavement core samples are being collected. Intermediate design underway.										

10360	LE	<b>Metropolitan Center Drive Trail Access Enhancement</b>	COUNTY	ROW	0.040	0.040	D	Jun-14	Apr-15
		Improve trail access off of Metropolitan Center Drive just south of Franconia-Springfield Parkway, including removal of existing gate and installing bollards					R	<del>TBD</del> May-15	TBD
			CR-000001-004		OCR Bonds		U	N/A	N/A
PED/BIKE	VA						C	TBD	TBD
Bollards shall meet Springfield Commercial Revitalization Program (CRP) design guidelines. Design complete. Negotiations initiated with General Services Administration (GSA) for right of entry. Construction schedule to be determined once right of entry obtained which is expected in fall 2015.									

00241	LE	<b>North Kings Highway Intersection Improvement Study</b>	COUNTY	Study	0.200	0.200	D	TBD	TBD
		Evaluate alternative improvement measures that address existing and future operational issues from Route 1 to Fort Drive					R	TBD	TBD
			5G25-059-009		2014 Bonds		U	TBD	TBD
PRI	SSS						C	TBD	TBD
Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Extensive community coordination on various alternatives. Based on public outreach that occurred in June 2014, two preferred improvement options were identified. Additional concerns were raised in a follow up community meeting held in December 2014. Additional analysis has been performed to address these concerns. The planning study is currently scheduled to be completed in fall 2015.									

XXXXX	LE	<b>NVCC Medical Education Campus</b>	COUNTY	On Hold	0.210	0.210	D	TBD	TBD
		Bicycle and pedestrian improvements from the campus located off Springfield Center Drive to the Franconia-Springfield Metrorail Station and nearby activity centers					R	TBD	TBD
			ST-000037-007		C & I		U	TBD	TBD
PED/BIKE	AL						C	TBD	TBD
Project on hold pending FBI site selection.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00001	LE, MV	Richmond Highway from Mount Vernon Memorial Hwy to Napper Rd Widen Richmond Highway from 4 to 6 lanes	VDOT	Project Initiation	90.000	68.000	D	TBD	TBD
							R	TBD	TBD
	PRI		JYR			RSTP, NVTA Regional	U	TBD	TBD
							C	TBD	TBD

Complements current project under construction from Telegraph to Mount Vernon Memorial Highway/Jeff Todd Way. Project scoping and initial coordination in progress. Anticipate scoping will be completed by 9/5/15. VDOT to administer project, and is anticipating to have consultant on board by December 2015. \$9 million in RSTP and \$1 million in NVTA funds approved for project.

00001	LE	Route 1 Southbound from Buckman Rd/Mt Vernon Hwy to Janna Lee (RHPTI) 1,400 LF of walkway	COUNTY	On Hold	TBD	TBD	D	TBD	TBD	
						R	TBD	TBD		
	PED/ BIKE		CL	RHPTI-088		Revenue Sharing, FTA		U	TBD	TBD
								C	TBD	TBD

Reviewing project scope. Evaluating incorporation of project into the Route 1 widening project since extensive storm drainage improvements will be required to construct the walkway.

00001	LE	Route 1 Southbound from Roxbury Drive to Russell Road (RHPTI) 520 LF of concrete sidewalk along the west side of Route 1	COUNTY	Design	0.850	0.300	D	Jul-12	<del>Aug-15</del> Oct-15	
						R	Nov-14	Jul-15		
	PED/ BIKE		CL	RHPTI-082		Revenue Sharing, FTA		U	<del>TBD</del> Aug-15	<del>TBD</del> Dec-15
								C	<del>Sep-15</del> Nov-15	<del>Jun-16</del> Aug-16

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Land acquisition completed on 7/31/15. Revised final design plans underway. Schedule adjusted in July after it was determined construction could be done in ROW without requiring temporary construction easement.

00001	LE, MV	Route 1 Southbound from Russell Road to Gregory Drive (RHPTI) 270 LF of concrete sidewalk along west side of Route 1, including a signalized crosswalk	COUNTY	Design	0.550	0.500	D	Jul-12	<del>Aug-15</del> Sep-15
							R	Oct-14	<del>Jun-15</del> Jul-15
	RHPTI-083		Revenue Sharing, FTA	U	TBD	TBD			
	71851			C	<del>Sep-15</del> Oct-15	Jun-16			
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Land acquisition completed on 7/8/15. Revised final design plans were submitted to VDOT on 7/13/15. Corrected construction start date.

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~~Jan-01~~ : Indicates Schedule Change

## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00001	MV, LE	<b>Route 1 Transit Center</b>	COUNTY	<b>Study</b>	0.215	0.215	<b>D</b>	Aug-10	TBD
		Select location, conceptual design, and operational study for transit center in the Route 1 corridor (study only)					<b>R</b>	N/A	N/A
TRAN	CL		2G40-059-000		C & I, FTA, NVTA Regional		<b>U</b>	N/A	N/A
							<b>C</b>	N/A	N/A

Conceptual layout design and feasibility analysis for transit center facility, including bus bays and pedestrian and bicycle accessibility to transit. After further evaluation and additional coordination with stakeholders, site at Buckman Road and Mount Vernon Memorial Highway has been removed from consideration. Coordinating the transit center study with the Route 1 BRT study to develop a transit center location and scope that will serve the local buses as well as BRT in the Route 1 corridor.

00001	LE, MV	<b>Route 1/Belford Drive (RHPTI)</b>	COUNTY	<b>ROW</b>	1.700	0.357	<b>D</b>	Jul-11	<del>Apr-15</del> Oct-15
		Pedestrian intersection improvements					<b>R</b>	May-14	Mar-15
			26006G-06011		CMAQ, Revenue Sharing, FTA		<b>U</b>	<del>TBD</del> Nov-14	<del>TBD</del> Oct-15
PED/BIKE	CL		99054				<b>C</b>	<del>May-15</del> Nov-15	<del>Dec-15</del> Jun-16

Final design complete. Land acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00001	LE, MV	<b>Route 1/Ladson Lane (RHPTI)</b>	COUNTY	<b>Design</b>	0.815	0.510	<b>D</b>	Jul-11	<del>Apr-15</del> Oct-15
		Pedestrian intersection improvements					<b>R</b>	May-14	Mar-15
			26006G-06002		CMAQ, Revenue Sharing, FTA		<b>U</b>	TBD	TBD
PED/BIKE	CL		99054				<b>C</b>	<del>Jun-15</del> Nov-15	<del>Dec-15</del> Jun-16

Project is part of the Four-Year Transportation Program endorsed by the BOS on 2/9/04. Final design complete. Land Acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00001	LE, MV	Route 1/Lockheed Blvd/Dart Lane (RHPTI)  Pedestrian intersection improvements	COUNTY	Construction	0.690	0.500	D	Mar-12	May-14
							R	N/A	N/A
			RHPTI-015		CMAQ		U	N/A	N/A
	PED/BIKE		98753				C	<del>Mar-15</del> Aug-15	<del>Oct-15</del> Jul-16

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Final design is complete. Construction package submitted to UDCD 8/10/15. Schedule adjusted due to a delay in receiving VDOT construction package approval, to allow time for delivery and fabrication of bus shelter, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00001	LE, MV	Route 1/Mohawk Lane (RHPTI)  Pedestrian intersection improvements	COUNTY	Utilities	1.700	0.357	D	Jul-11	<del>Apr-15</del> Oct-15
							R	May-14	<del>Feb-15</del> Mar-15
			26006G-06011		CMAQ, Revenue Sharing, FTA		U	<del>TBD</del> Nov-14	<del>TBD</del> Oct-15
	PED/BIKE		99054				C	<del>May-15</del> Nov-15	<del>Dec-15</del> Jun-16

Final design complete. Land acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00001	LE, MV	Route 1/Southgate Drive/Bedoo St (RHPTI)  Pedestrian intersection improvements	COUNTY	Complete	0.345	0.500	D	Mar-12	Dec-14
							R	Aug-14	Nov-14
			RHPTI-014		CMAQ		U	N/A	N/A
	PED/BIKE		98753				C	Feb-15	Aug-15

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Construction complete 8/12/15.

00613	LE	South Van Dorn Street/Franconia Road Walkway  Southwest quadrant missing link	COUNTY	Project Initiation	0.400	0.400	D	TBD	TBD
							R	TBD	TBD
			5G25-060-018		2014 Bonds		U	TBD	TBD
	PED/BIKE						C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	LE	Springfield CBC Multi-Use Garage	COUNTY	Design	74.600	42.036	D	<del>Sep-13</del> Sep-14	<del>Aug-16</del> Jul-17
						R	<del>Jan-16</del> Aug-16	<del>Nov-16</del> Jun-17	
			ST-000033			C & I, FTA, CMAQ	U	TBD	TBD
			106274				C	<del>Nov-16</del> Dec-17	<del>May-19</del> Dec-19
TRAN	MJG	Multimodal and bus transit transfer facility to include commuter parking, car pooling accommodations, pedestrian and bicycle facilities, and public amenities							

Funding could not be identified for rooftop athletic facilities. Consultant is developing revised conceptual design plans with public amenities in lieu of rooftop athletic facilities. Traffic and noise studies in progress. NEPA study task order authorized, and work to begin after conceptual design is finalized. Design start date corrected. Schedule adjusted to include additional time required to investigate funding for the athletic facilities and to revise the conceptual design.

00611	LE	<b>Telegraph Road - Hayfield Secondary School Pedestrian Improvements</b>  Pedestrian safety improvements at crossing south of Broadmoor Street leading to Hayfield Secondary School	COUNTY	ROW	0.200	0.200	D	Dec-14	<del>Dec-15</del> Feb-16
						R	<del>Jun-15</del> Jul-15	<del>Nov-15</del> Feb-16	
	5G25-060-041		2014 Bonds		U	TBD	TBD		
					C	Mar-16	Aug-16		
PED/ BIKE	WPH								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Final plans submitted on 7/28/15. Land acquisition in progress. Letter of permission received from FCPS. 1 of 3 properties acquired.

00611	LE	Telegraph Road Walkway  Install 3,500 LF asphalt sidewalk and 4-foot bicycle lane along east side of Telegraph Road from South Kings Highway to Lee District Park	COUNTY	ROW	3.300	0.800	D	Sep-08	TBD
						R	Oct-13	TBD	
	4YP201-PB023		2007 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	JYR								

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Project schedule is TBD due to on-going coordination with GSA/USA Army Reserve over land rights. Comments on ALTA survey from county surveyors regarding state code requirements sent to GSA on 7/27/15. Awaiting for revised, sealed survey drawings to prepare plats. Met with consultant on 7/24/15 to discuss comments and stormwater requirements to begin updating plans. Conference call on 8/21/15 with GSA and USA Army to discuss procedure to acquire land rights. Updated schedule will be provided once sealed survey drawing is received from GSA. Current survey drawing is being revised to meet state code.

00611	LE	<b>Telegraph Road Walkway Phase I from Pike Road to Rose Hill Drive</b>  Install 1,235 LF of 5-foot wide concrete sidewalk along missing links, including crosswalks and curb ramps	COUNTY	Project Initiation	2.100	2.100	D	TBD	TBD
							R	TBD	TBD
			ST-000036-014		C & I		U	TBD	TBD
			C	TBD			TBD		
PED/BIKE	AB								

Contract negotiation in progress. Draft proposal from consultant received on 7/15/15 and is under review. Schedule will be developed upon completion of survey which is expected in fall 2015.

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## Lee District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00611	LE	Telegraph Road Walkway Phase II from Pike Road to Wilton Road  Install 5-foot wide concrete sidewalk along missing links, including crosswalks and curb ramps	COUNTY	Project Initiation	3.610	3.610	D	TBD	TBD
						R	TBD	TBD	
	ST-000036-017		C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AB								

Contract negotiation in progress. Draft proposal from consultant received on 7/15/15 and is under review. Schedule will be developed upon completion of survey which is expected in fall 2015.

00611	LE	Telegraph Road Walkway Phase III from Wilton Road to Farmington Drive  Install 960 LF of 5-foot wide concrete sidewalk along missing links, including crosswalks and curb ramps	COUNTY	Project Initiation	1.000	1.000	D	TBD	TBD
						R	TBD	TBD	
	ST-000036-018		C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AB								

Contract negotiation in progress. Draft proposal from consultant received on 7/15/15 and is under review. Schedule will be developed upon completion of survey which is expected in fall 2015.

00611	LE	Telegraph Road/Franconia Road  Install signalized crosswalks at Franconia Road	VDOT	Complete	0.150	0.150	D	Nov-14	Feb-15	
						R	N/A	N/A		
	SEC				C & I		U	N/A	N/A	
			106498				C	Feb-15	May-15	

Construction complete.

00613	LE	Van Dorn Street Pedestrian and Bicycle Access Improvements  Improve existing trail from Oakwood Rd (ramp underpass) to Alexandria City Line, including segments under the Capital Beltway (I-95) and railroad. Lighting and wayfinding signage included	COUNTY	Project Initiation	0.500	0.500	D	TBD	TBD	
						R	TBD	TBD		
	PED/BIKE		AL		C & I		U	TBD	TBD	
							C	TBD	TBD	

Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Project Status Report

### Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.							
			VDOT UPC No.		Fund Type					
00650	MA	Annandale Road/Graham Road  Pedestrian intersection improvements	VDOT	Project Initiation	0.150	0.150	D	TBD	TBD	
							R	TBD	TBD	
	PED/BIKE		WPH	5G25-060-006		2014 Bonds		U	TBD	TBD
								C	TBD	TBD
Project scoping and initial coordination underway. Anticipate completing scoping and forwarding for design in fall 2015.										

00617	MA	Backlick Road Walkway (east side)  Install concrete sidewalk along the east side of Backlick Road opposite the Wilburdale community	COUNTY	On Hold	0.250	0.080	D	Feb-08	Sep-10	
						R	Jul-09	TBD		
	PED/ BIKE		TB	4YP201-PB025		2007 Bonds		U	TBD	TBD
								C	TBD	TBD
Final design is complete. Two of three easements have been acquired. One homeowner is unwilling to sign. On hold per supervisor's request.										

00617	MA	Backlick Road Walkway from Industrial Drive to Hechinger Drive Construct walkway on east side of Backlick Road	COUNTY	Project Initiation	2.000	2.000	D	TBD	TBD
						R	TBD	TBD	
	PED/BIKE		GA	5G25-060-021		2014 Bonds	U	TBD	TBD
					C		TBD	TBD	
Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.									

00617	MA	Backlick Road Walkway from Kandel Court to Cindy Lane Construct walkway on east side of Backlick Road	COUNTY	Project Initiation	1.100	1.100	D	TBD	TBD
							R	TBD	TBD
	PED/BIKE		AB	5G25-060-020		2014 Bonds	U	TBD	TBD
							C	TBD	TBD
Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		Fund Type					
			VDOT UPC No.							
00617	MA	Backlick Road/Edsall Road  Pedestrian intersection improvements	VDOT	Complete	0.200	0.200	D	Jan-15	Feb-15	
								R	N/A	N/A
				5G25-060-007		2014 Bonds		U	N/A	N/A
PED/BIKE	TB			106498				C	Mar-15	<del>Jun-15</del> Jul-15
VDOT design/build per agreement (UPC 106498). Construction complete 7/28/15.										

00244	MA	Columbia Pike/Gallows Road  Pedestrian intersection improvements	COUNTY	Project Initiation	0.200	0.200	D	<del>TBD</del> Aug-15	TBD
					R	TBD	TBD		
PED/ BIKE	VA			5G25-060-009		2014 Bonds		U	TBD
					C			TBD	TBD
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Scope completed 5/28/15. Proposal received on 6/30/15 and comment returned on 7/10/15. Survey notifications were sent on 7/16/15. NTP issued on 8/18/15. Schedule to be developed once survey is complete which is expected in fall 2015.									

00244	MA	Columbia Pike/John Marr Drive  Pedestrian intersection improvements	VDOT	Terminated	0.150	0.150	D	TBD	TBD
							R	TBD	TBD
5G25-060-008			2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	VA								
VDOT signal rebuild project includes the proposed pedestrian improvements planned with this project. County project has been cancelled as a result.									

00648	MA	Edsall Road Walkway from Cherokee Avenue to Edsall Gardens Apartments  Construct walkway on north side of Edsall Road over I-395	COUNTY	Project Initiation	4.000	4.000	D	TBD	TBD
						R	TBD	TBD	
			5G25-060-025	2014 Bonds	U	TBD	TBD		
PED/BIKE	SLC		C		TBD	TBD			
Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in winter 2017.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00648	MA	Edsall Road Walkway from Timber Forest Dr to Edsall Gardens Apts  Construct walkway on north side of Edsall Road	COUNTY	Project Initiation	0.700	0.700	D	TBD	TBD			
							R	TBD	TBD			
	PED/BIKE		SLC		5G25-060-024		2014 Bonds		U	TBD	TBD	
							C	TBD	TBD			

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Scoping completed 7/2/15. Project initiation underway. Field inspection held on 7/23/15. Negotiating consultant contract. Schedule to be determined once survey is complete which is expected in fall 2015.

00648	MA	Edsall Road/Montgomery Street  Install signalized crosswalks at Montgomery Street	VDOT	Complete	0.150	0.150	D	Nov-14	Feb-15	
						R	N/A	N/A		
	SEC				C & I		U	N/A	N/A	
			106498				C	Feb-15	May-15	

Construction complete.

02248	MA	Elmdale Road Walkway  Construct 2,600 LF sidewalk from Braddock Road to Old Columbia Pike along south side of Elmdale Road	COUNTY	Complete	0.850	0.850	D	Jan-10	Jan-13
						R	Oct-12	Jun-14	
	PPTF01-03000		C & I		U	Aug-13	Jan-14		
					C	Jul-14	<del>Mar-15</del> May-15		
PED/ BIKE	CL								

Part of the C&I Project Program endorsed by the BOS on 10/19/09. Construction substantially completed on 5/29/15.

02773	MA	Glen Forest Drive Walkway from Route 7 to Glen Forest ES  Construct walkway on south side of Glen Forest Drive from Retail Center on Route 7 to Glen Forest Elementary School	COUNTY	Design	1.200	1.200	D	<del>TBD</del> Mar-15	<del>TBD</del> Jan-17	
						R	<del>TBD</del> May-16	<del>TBD</del> Dec-16		
	PED/ BIKE		5G25-060-028		C & I		U	TBD	TBD	
							C	<del>TBD</del> Mar-17	<del>TBD</del> Sep-17	

Design task order contract NTP sent on 3/27/15. Survey completed on 4/2/15. Preliminary design submitted on 5/15/15 for review. Addressing review comments.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

I-395	MA	I-395 HOV Ramp at Seminary Road  Direct HOV lanes connection to Seminary Road	VDOT	Construction	60.228	60.228	D	May-13	Jun-14	
							R	TBD	TBD	
	INT		WPH				U	TBD	TBD	
			96261				C	Mar-14	<del>Sep-15</del> May-16	

Design-build project currently underway. Auxiliary lane opened 2/4/15. HOV ramp open in late September 2015. Corrected construction completion date.

I-395	MA	I-395 Southbound Lane from Duke Street to Edsall Road  Add fourth southbound lane from Duke Street to Edsall Road	VDOT	Design	75.500	6.500	D	Apr-13	Nov-16	
						R	N/A	N/A		
	INT				Federal		U	N/A	N/A	
			103316				C	N/A	N/A	

Project currently funded for design only. Design in progress. Public information meeting held on 2/10/15. Public hearing anticipated in early 2016.

I-395	MA	I-395 Southbound Off-Ramp to Route 236 Westbound Phase I Enhanced signage/wayfinding	COUNTY	Project Initiation	0.500	0.500	D	TBD	TBD			
							R	TBD	TBD			
	INT		AB		2G40-087-007		RSTP		U	TBD	TBD	
							C	TBD	TBD			

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in winter 2016.

I-395	MA	I-395 Southbound Off-Ramp to Route 236 Westbound Phase II Widen off-ramp to two lanes	COUNTY	Project Initiation	1.000	1.000	D	TBD	TBD	
						R	TBD	TBD		
	INT				2014 Bonds		U	TBD	TBD	
							C	TBD	TBD	

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

03205	MA	Lanier Street Bicycle/Pedestrian Connection  Lanier Street from Exeter Street to Carrico Drive	COUNTY	Project Initiation	TBD	0.150	D	TBD	TBD
							R	TBD	TBD
			C & I		U	TBD	TBD		
					C	TBD	TBD		

Anticipate starting scoping and initial coordination in winter 2016.

00236	MA	Little River Turnpike Walkway from Columbia Road to Mayhunt Court  Construct walkway on south side of Little River Turnpike	COUNTY	Project Initiation	1.100	1.100	D	TBD	TBD
							R	TBD	TBD
	5G25-060-045		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	GA								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in winter 2016.

00236	MA	Little River Turnpike Walkway from Hillbrook Drive to Little River Run Drive  Construct walkway on south side of Little River Turnpike	COUNTY	Project Initiation	3.000	3.000	D	TBD	TBD
						R	TBD	TBD	
	5G25-060-044		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	TBD								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

00236	MA	Little River Turnpike/Old Columbia Pike  Install signalized crosswalks at Old Columbia Pike and Columbia Road	VDOT	Complete	0.250	0.250	D	Nov-14	Mar-15	
						R	N/A	N/A		
	PRI		WPH		2014 Bonds		U	N/A	N/A	
			106498				C	Mar-15	<del>Jun-15</del> Jul-15	

Construction complete.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	MA	McWhorter Place Trail  Construct missing segment of trail between cul de sacs	COUNTY	Project Initiation	0.040	0.040	D	TBD	TBD	
							R	TBD	TBD	
	PED/BIKE		KLM	2G40-088-010		C & I		U	TBD	TBD
								C	TBD	TBD

Survey notification letters sent on 7/16/15. Survey is in progress. Design contract negotiations in progress. Schedule will be developed after contract negotiations completed which is expected in October 2015.

04054	MA	Medford Drive Walkway from Annandale High School to Davian Drive  Construct walkway on east side of Medford Drive	COUNTY	Design	0.400	0.400	D	Jan-15	Jan-17
							R	Apr-16	Nov-16
	5G25-060-031		2014 Bonds		U	<del>TBD</del> Dec-16	<del>TBD</del> May-17		
					C	<del>Mar-17</del> Feb-17	Dec-17		
PED/BIKE	WPH								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Advance copy of intermediate design plans received 7/24/15. Comments on these plans are being addressed prior to intermediate design submittal. Supplemental survey received 5/26/15.

00713	MA	North Chambliss Street/Beauregard Street  Eliminate exclusive right turn lane from North Chambliss to Beauregard	COUNTY	Project Initiation	1.000	1.000	D	TBD	TBD			
						R	TBD	TBD				
	SEC		SLC		5G25-059-003		2014 Bonds		U	TBD	TBD	
							C	TBD	TBD			

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate completing scoping and forwarding for design in fall 2015.

00236	MA	Route 236 Corridor Bicycle Improvements  Add bicycle lanes, wide curb lanes, bicycle shoulders to complete network gaps	COUNTY	Project Initiation	7.500	7.500	D	TBD	TBD	
						R	TBD	TBD		
	PED/BIKE		TBD			C & I		U	TBD	TBD
								C	TBD	TBD

Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00236	BR, MA	<b>Route 236 Widening from I-495 to John Marr Drive</b> Widen from 4 to 6 lanes, including streetscape improvements	COUNTY	Project Initiation	TBD	2.500	D	TBD	TBD
							R	TBD	TBD
	OTHER						U	TBD	TBD
	CL						C	TBD	TBD

Partial funding for environmental analysis and preliminary engineering only. Improves access and facilitates economic redevelopment. Anticipate starting scoping and initial coordination in winter 2016.

00236	MA	<b>Route 236/Beauregard Street</b> Channelize Route 236 WB left turn lane at Beauregard St	COUNTY	Project Initiation	0.050	0.050	D	TBD	TBD
							R	TBD	TBD
	PRI		2G40-087-008		NVTA Local		U	TBD	TBD
	JYR						C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

00236	MA	<b>Route 236/Cherokee Ave</b> Construct NB right turn lane from Cherokee Avenue to EB Route 236	COUNTY	On Hold	0.500	0.500	D	TBD	TBD
							R	TBD	TBD
	PRI		2G40-087-009		NVTA Local		U	TBD	TBD
	JYR						C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Signal warrant analysis completed and signal is not warranted. In addition, there is not sufficient turning volume to warrant the right turn lane. Project on hold at the request of the district supervisor, and pending further analysis.

00050	MA	<b>Route 50 Walkway from Graham Road to Wayne Road (RT50PI)</b> Install walkway on south side of Route 50	COUNTY	Design	0.800	0.765	D	Oct-13	Sep-17
							R	Oct-16	May-17
	PED/BIKE		RT50-056		RSTP, CMAQ		U	Jun-17	Sep-17
	WPH		58601				C	Dec-17	Jan-19

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00050	MA	Route 50 Walkway from Patrick Henry Drive to Olin Drive (RT50PI) Install walkway on south side of Route 50	COUNTY	Design	0.375	0.225	D	Oct-13	Jul-17		
							R	Aug-16	Mar-17		
	PED/ BIKE		WPH	RT50-062		RSTP, CMAQ		U	Apr-17	Jul-17	
			58601				C	Oct-17	Nov-18		

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

00050	MA	Route 50 Walkway from South Street to Aspen Lane (RT50PI)  Install walkway on south side of Route 50	COUNTY	Design	0.975	0.585	D	Oct-13	Jul-17
							R	Aug-16	Mar-17
			RT50-061		RSTP, CMAQ		U	Apr-17	Jul-17
	58601		C	Oct-17			Nov-18		
PED/BIKE	WPH								

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

00050	MA	Route 50 Walkway from Woodlawn Ave to Church (RT50PI) Install walkway on north side of Route 50	COUNTY	Design	0.675	0.500	D	Oct-13	Jul-17			
							R	Aug-16	Mar-17			
	PED/ BIKE		WPH		RT50-057		RSTP, CMAQ		U	Apr-17	Jul-17	
					58601				C	Oct-17	Nov-18	

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

00050	MA	Route 50 Widening from Cedar Hill Road to Annandale Road  Widen Route 50 (Arlington Boulevard) inside the Beltway from 4 to 6 lanes, including intersection improvements and pedestrian and bicycle facilities	VDOT	Project Initiation	47.500	5.000	D	TBD	TBD	
						R	TBD	TBD		
	PRI				NVTA Local		U	TBD	TBD	
							C	TBD	TBD	

Partial funding for environmental analysis and preliminary engineering only. Initial coordination and project scoping in progress. After coordination with VDOT, it was decided that FCDOT will conduct the preliminary engineering and environmental analysis.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00050	MA, PR	Route 50/Allen St (RT50PI)  Intersection and bus stop improvements	COUNTY	Design	0.300	0.300	D	Oct-13	Jul-17
							R	Aug-16	Mar-17
RT50-052			RSTP, CMAQ		U	Apr-17	Jul-17		
58601					C	Oct-17	Nov-18		
PED/ BIKE	WPH								

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

00050	MA, PR	Route 50/Wayne Road/Woodlawn Ave (RT50PI)  Turn lane and sidewalk improvements	COUNTY	Design	1.100	0.400	D	Oct-13	Sep-17		
							R	Oct-16	May-17		
PED/ BIKE			WPH		RT50-053		RSTP, CMAQ		U	Jun-17	Sep-17
					58601				C	Dec-17	Jan-19

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

00007	MA	Route 7 Intersection Improvements from Seven Corners to Juniper Lane (RT7PI)  Pedestrian intersection improvements at three locations: Seven Corners, Thorne Road and Seven Corners Center	COUNTY	Construction	0.900	0.900	D	Mar-10	<del>Mar-15</del> Jul-15
						R	Feb-13	Feb-14	
	4YP201-PB052		2007 Bonds		U	N/A	N/A		
					C	<del>Apr-15</del> Jul-15	<del>Oct-15</del> Apr-16		
PED/ BIKE	WPH								

Final plans approved 6/17/15. No utility relocation required. VDOT permit application submitted 7/27/15. Schedule was adjusted due to additional time required to obtain final approvals from VDOT, maintenance of traffic challenges, and to allow for of pavement markings that need to be done during warm weather.

00007	MA	Route 7 Walkway at Columbia Pike Interchange (RT7PI)  Install sidewalk along both ramps from Columbia Pike to Leesburg Pike and along service road from Seminary Road to Leesburg Pike	COUNTY	Construction	0.750	0.750	D	Mar-10	July-14
						R	Oct-11	Oct-12	
	4YP201-PB050		2007 Bonds, Enhancements		U	May-13	Nov-13		
					C	Mar-15	<del>Aug-15</del> Sep-15		
PED/BIKE	WPH								

Construction NTP 3/25/15. Construction is 70% complete. Permit revision required for the adjustment to existing storm sewer system found during construction. The revision was submitted on 6/29/15. Schedule delayed due to permit revision.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00007	MA	Route 7 Walkway at Seminary Ramp Streetscape Phase II (RT7PI)  Install a 5-foot brick walkway approximately 450 LF on the south side of the ramp from Columbia Pike to Seminary Road	COUNTY	Construction	0.350	0.350	D	Mar-10	Jul-14
						R	Feb-13	Apr-14	
	4YP201-PB054		2007 Bonds		U	May-13	Nov-13		
					C	<del>Feb-15</del> Mar-15	<del>Oct-15</del> Nov-15		
PED/ BIKE	WPH								

Project was advertised on 3/30/15. Bids opened on 4/22/15. Bid award was approved by VDOT on 5/6/15. Contract was awarded on 6/10/15. NTP issued 8/10/15.

00007	MA	Route 7 Walkway from Culmore Shopping Center to Payne St (RT7PI)  Install 1,600 LF of sidewalk along the frontage of several shopping centers north of Columbia Pike	COUNTY	Complete	1.150	1.150	D	Mar-10	Jun-14
						R	Aug-11	Apr-14	
	4YP201-PB049		2007 Bonds		U	May-13	Nov-13		
					C	Jul-14	<del>Mar-15</del> May-15		
PED/ BIKE	WPH								

Construction substantially complete on 5/18/15.

00007	MA	Route 7 Walkway from Rio Drive to Glenmore Drive (RT7PI)  Install two segments of walkway along Route 7 from the south side of Rio Drive to Glenmore Drive	COUNTY	Utilities	1.050	1.050	D	Mar-10	<del>Mar-15</del> Aug-15
						R	Jun-13	Jul-14	
	4YP201-PB045		2007 Bonds		U	<del>Mar-15</del> TBD	<del>Dec-15</del> TBD		
					C	<del>Mar-15</del> Sep-15	<del>Dec-15</del> Apr-16		
PED/ BIKE	WPH								

Preparing for permit submission in July 2015. Design Waiver was approved by VDOT 6/18/15. Utility service line relocation will be required within the right-of-way. TMP was approved on 7/14/15. Signage and Marking Plan was submitted to VDOT for approval on 7/16/15. Schedule was adjusted to allow for sufficient time to construct the storm drain and do the pavement marking in warm weather.

00716	MA	Seminary Road Walkway from north of Magnolia Lane to Colfax Avenue Construct walkway on Seminary Road	COUNTY	Project Initiation	1.600	1.600	D	TBD	TBD
							R	TBD	TBD
	5G25-060-038		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mason District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	MA, PR	Seven Corners Interchange Improvements  Improvements to existing interchange at Seven Corners to reduce congestion on Route 7, improve access between Seven Corners, Falls Church, and Bailey's Crossroads, and facilitate redevelopment of the area	COUNTY	Project Initiation	TBD	3.000	D	TBD	TBD
							R	TBD	TBD
PRI	AB				U	TBD	TBD		
					C	TBD	TBD		

Partial funding for study and alternatives analysis. Planning level study complete. The Planning Commission public hearing was held in May 2015 and the Planning Commission approved the Comprehensive Plan Amendment on 7/15/15. The Board held a public hearing and approved the plan on 7/28/15. Initiating phasing analysis and funding plan development.

00613	MA	Sleepy Hollow Road Walkways from Columbia Pike to Route 7 Complete missing links on Sleepy Hollow Road	COUNTY	Project Initiation	4.300	4.300	D	TBD	TBD
							R	TBD	TBD
	PED/ BIKE		GA		C & I	U	TBD	TBD	
						C	TBD	TBD	

Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Project Status Report

### Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00637	MV	<b>Cinder Bed Road/Newington Road</b>  Intersection Improvements including relocating intersection 450 feet to the north, reconstruction of Cinder Bed Rd, sidewalk, culvert at Long Branch Creek, additional right turn lane along Newington Rd and improved entrance to vehicle maintenance facility	COUNTY	Construction	5.600	5.700	D	Jan-10	Feb-15
							R	Jul-13	<del>TBD</del> Aug-14
			4YP214		2007 Bonds		U	Apr-14	<del>May-15</del> Oct-15
							C	<del>Apr-15</del> Jul-15	<del>Oct-16</del> Dec-16

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. VDOT permit received 3/18/15. Authorized for construction 7/16/15. Bid Advertisement was 8/28/15. RFP was requested from WSSI to provide field monitoring and inspection of stream restoration work and wetland areas. 1st draft RFP received on 7/28/15. 2nd draft RFP received 8/5/15 and is under review. Schedule adjusted to update the Hydrologic and Hydraulic Analysis Report to meet VDOT guidelines, to perform final drainage revisions to avoid a 12" gas relocation and improve flow velocities and pipe slopes, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00286	LE, MV	<b>Fairfax County Parkway from I-95 to Telegraph Road</b>  Corridor study along Route 286 between I-95 and Route 1 for spot improvements to provide additional capacity at intersections and reduce congestion in the through lanes	COUNTY	Study	0.089	0.089	D	Nov-13	<del>May-15</del> Sep-15
							R	N/A	N/A
			2G40-087-005		NVTa Regional		U	N/A	N/A
							C	N/A	N/A

The study is considering improvements that could be implemented within the next ten years. Types of improvements being considered include signal modifications, reconfiguration of the existing lane uses at intersections, additional lanes at intersections, and extension of auxiliary lanes. Study is in progress. Draft report was developed and distributed, and comments have been received. Schedule adjusted to evaluate additional alternatives based on stakeholder feedback. Specific project recommendations will be prepared in fall 2015. Funding will be required to implement recommendations.

00629	MV	<b>Fort Hunt Road Walkway from Belle View Boulevard to Belle View ES</b>  Construct walkway on east side of Fort Hunt Road from Belle View Boulevard to Belle View Elementary School	COUNTY	Design	0.400	0.400	D	Feb-15	<del>Dec-15</del> Jun-16
							R	<del>TBD</del> Nov-15	<del>TBD</del> May-16
			ST-000036-008		C & I		U	TBD	TBD
							C	<del>Feb-16</del> Jul-16	<del>Sep-16</del> Nov-16

Intermediate design distributed on 6/3/15. Comments have been received. Pre-final plans in progress. Utilities designation requested on 6/26/15. Schedule adjusted to add land acquisition phase which was not initially anticipated.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

03362	MV	Giles Run Road from Lorton Road to Laurel Hill  Preliminary design of existing roadway improvements	COUNTY	Design	0.18	0.60	D	Sep-14	<del>Aug-15</del> Jan-16		
							R	N/A	N/A		
	SEC		TB	2G40-067-000		C & I		U	N/A	N/A	
				C	N/A			N/A			

Context sensitive alternatives have been developed. Coordinating concept reviews with stakeholders, including DPWES, DPZ, and FCPA. Schedule has been adjusted to allow for additional stakeholder involvement. Scheduling briefing with district supervisor with additional stakeholder involvement planned for fall 2015.

00600	MV	Gunston Cove Road Walkway from Cranford Street to Amsterdam Street  Construct walkway on north side of Gunston Cove Road	COUNTY	Project Initiation	0.500	0.500	D	TBD	TBD	
							R	TBD	TBD	
	PED/BIKE		DM	5G25-060-029		2014 Bonds		U	TBD	TBD
								C	TBD	TBD

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Initial Scoping document received 4/29/15. Field inspection held on 6/9/15. Scope modifications involving optional sidewalk locations are under review. Existing topography and a potential land development project impacts the previously proposed sidewalk location. A consultant design contract will be provided after the survey is completed and project scoping is developed further. Project schedule will be determined once survey is completed which is expected in early October 2015. Survey notification letters sent 7/30/15.

00636	MV, SP	Hooes Road/Newington Forest Ave  Intersection improvements and extend sidewalk	COUNTY	Project Initiation	0.200	0.200	D	TBD	TBD	
							R	TBD	TBD	
	PED/BIKE		VA	5G25-060-011		2014 Bonds		U	TBD	TBD
			C	TBD	TBD					

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in September 2015.

XXXXX	MV	Huntington Bus Operations Expansion  Add two maintenance bays and a service area, site upgrades, and building upgrades to the existing facility	COUNTY	Construction	6.000	6.000	D	Sep-13	<del>Jan-15</del> Apr-15
							R	N/A	N/A
TRAN	DPWES		TF-000014-001		C & I, County, State		U	TBD	TBD
							C	<del>May-15</del> Jun-15	<del>Oct-16</del> Nov-16

Construction documents and phasing plans completed. Bid authorization issued 6/30/15. Bids received on 7/30/15 and are being reviewed for award. Schedule adjusted because of additions to the scope, including an additional storage structure and an information technology room, that required design revisions and to accommodate review and comments from the state Department of Rail and Public Transportation.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

I-95	LE, MV	I-95 Northbound Directional Off-Ramp to Northbound Fairfax County Parkway  From I-95 Exit 166 for Route 7100 northbound, to 0.6 miles west of Exit 166 (PE only)	VDOT	On Hold	81.000	4.193	D	Oct-11	Jun-14	
							R	N/A	N/A	
	INTTB				Federal		U	N/A	N/A	
			93033				C	N/A	N/A	

Funding for design only. Preliminary design completed. No funding available for ROW or construction. Submitting application for State House Bill Two (HB2) funding.

XXXXX	MV	Lorton Arts Cross County Trail  Multi-Use trail connecting the Cross County trail through the Lorton Arts Foundation property	COUNTY	Design	2.600	2.329	D	Apr-14	Mar-18
							R	Dec-16	Oct-17
			LAF-131-131		Enhancement		U	Nov-17	Feb-18
				C	Apr-18	Jan-19			
PED/BIKE	TBD								

Pre-final design is in progress. NEPA study has been initiated by VDOT. Coordinating project with Architectural Review Board. The project is also been coordinated with the Workhouse entrance road project.

00642	MV	<b>Lorton Road/Furnace Road from Silverbrook Road to Route 123</b>  Widen to 4-lane divided section including on-road bicycle lanes, shared use path, low impact development practices, bridge crossings and wide median in Laurel Hill area	COUNTY	Construction	40.000	40.000	D	Feb-08	Sep-12
						R	Jan-12	Sep-12	
	2G40-022-000		2007 Bonds, C & I		U	Feb-12	Dec-14		
					C	Jan-14	Dec-16		
SEC	WPH								

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Construction is 44% complete.

00642	MV	Lorton Road/Lorton Market Road  Extend WB left turn lane	COUNTY	Project Initiation	0.300	0.300	D	TBD	TBD
							R	TBD	TBD
	5G25-059-004		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
SEC	GA								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping completed. Project initiation underway.

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~~Jan-01~~ : Indicates Schedule Change

## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

XXXXX	MV	Lorton VRE Parking Lot Expansion  Expansion of the existing Lorton VRE Park-and-Ride lot by approximately 150 spaces and associated site improvements	COUNTY	Design	1.500	2.031	D	Jan-15	Oct-15
			TF-000023-001		DRPT, C & I		R	<del>Mar-15</del> N/A	<del>Sep-15</del> N/A
TRAN	VA						U	TBD	TBD
			C	Oct-15	Aug-16				

Design development was submitted and reviewed in May 2015. First submission to Land Development Services will happen 8/7/15. The 100% construction documents are scheduled for delivery in early September. With redesign, no land rights expected to be needed.

00242	MV	Mason Neck Trail 2B  Install 9,900 LF of 8-foot asphalt trail along Gunston Road from Pohick Bay Drive to the Pohick Bay Golf Course entrance	COUNTY	Construction	2.290	2.290	D	TBD	Mar-12
						R	Aug-12	Feb-14	
PED/ BIKE	CL		ST-000028-002-B		District Walkway		U	N/A	N/A
							C	Jun-15	Sep-16

Construction advertisement for bid on 7/30/15. Pre-bid conference on 8/11/15. Bid opening scheduled for 9/10/15. Anticipated NTP in November 2015.

00235	MV	<b>Mount Vernon Memorial Highway - Potomac Heritage National Scenic Trail</b>  Complete missing segments of trail from southeast of Route 1 (Richmond Hwy) in the vicinity of the Washington's Mill Historic State Park to Grist Mill Park (southeast of Old Mill Rd), including bridge over Dogue Creek	COUNTY	Project Initiation	6.500	6.500	D	TBD	TBD
							R	TBD	TBD
			C & I		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AL								

Scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in summer 2017.

00623	MV	Old Mount Vernon Road Walkway from Mount Vernon Hwy to Westgate Dr Construct walkway on the west side of Old Mount Vernon Road	COUNTY	Project Initiation	2.100	2.100	D	TBD	TBD
							R	TBD	TBD
			ST-000036-016		2014 Bonds		U	TBD	TBD
					C	TBD	TBD		
PED/BIKE	TBD								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in summer 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00641	MV	Pohick Road/Southern Road  Pedestrian intersection improvements and extend sidewalk	COUNTY	Project Initiation	0.612	0.200	D	TBD	TBD
						R	TBD	TBD	
PED/BIKE	SLC		5G25-060-010		2014 Bonds		U	TBD	TBD
							C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Consultant design contract negotiations underway. Schedule to be developed once the design contract is approved which is expected in winter 2016.

00630	MV	<b>Quander Avenue Walkway from West Potomac HS to Quander ES</b> Construct walkway on west side of Quander Avenue from southern West Potomac High School frontage to Quander Elementary School	COUNTY	Project Initiation	1.300	1.300	D	TBD	TBD
							R	TBD	TBD
	5G25-060-034		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	CL								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping completed in August 2015. Forwarded for design. Project initiation underway.

00001	LE, MV	Richmond Highway from Mount Vernon Memorial Hwy to Napper Rd Widen Richmond Highway from 4 to 6 lanes	VDOT	Project Initiation	90.000	68.000	D	TBD	TBD	
							R	TBD	TBD	
	PRI				RSTP, NVTA Regional		U	TBD	TBD	
							C	TBD	TBD	

Complements current project under construction from Telegraph to Mount Vernon Memorial Highway/Jeff Todd Way. Project scoping and initial coordination in progress. Anticipate scoping will be completed by 9/5/15. VDOT to administer project, and is anticipating to have consultant on board by December 2015. \$9 million in RSTP and \$1 million in NVTA funds approved for project.

00001	MV	Richmond Highway from Occoquan to Pohick Road Widen Richmond Highway from 4 to 6 lanes	TBD	Project Initiation	169.950	10.000	D	TBD	TBD
							R	TBD	TBD
	PRI		JYR		NVTA Local	U	TBD	TBD	
						C	TBD	TBD	

Finalizing the scope for feasibility study and preliminary engineering. Will initiate task order negotiations in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00001	MV	<b>Richmond Highway from Old Mill Road/Jeff Todd Way to Telegraph Road</b> Widen to 6 lanes, including sidewalk/trail, and wide median for future transit	FHWA	Construction	180.000	180.000	D	Mar-11	Apr-13
							R	Jan-14	TBD
							U	Nov-13	TBD
							C	Jun-13	<del>Feb-16</del> Jun-16

Design-build project. Project is divided into five sections - A) Telegraph Road Intersection, B) Telegraph Road to Fairfax County Parkway, C) Accotink Village Area, D) Railroad Bridge to Belvoir Road, E) Woodlawn historic district. Segments B, C, and D are under construction. Construction is 39.5% complete. Construction commenced on Section E. Otis Mason house was relocated to a temporary location on 7/16/15. Construction schedule adjusted due to weather delays.

00627	MV	<b>Riverside Road Walkway from Elkin Street to Pennsylvania Boulevard</b> Complete missing links on west side of Riverside Road	COUNTY	Project Initiation	0.400	0.400	D	TBD	TBD
							R	TBD	TBD
							U	TBD	TBD
							C	TBD	TBD

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

00001	MV	<b>Route 1 Northbound from Engleside St to Forest Place (RHPTI)</b> 460 LF of concrete sidewalk from Engleside Street to Forest Place	COUNTY	Design	1.100	0.800	D	Jul-12	Sep-15
							R	Feb-15	Sep-15
							U	<del>TBD</del> Sep-15	<del>TBD</del> Jan-16
							C	<del>Sep-15</del> Oct-15	May-16

Land acquisition was authorized on 2/26/15. 4 of 5 land rights have been acquired. Revised final design plans distributed for review 8/3/15.

00001	MV	<b>Route 1 Northbound from Fairhaven Ave/Quander Rd to Hotels (RHPTI)</b> 5-foot concrete sidewalk along east side Richmond Hwy from Fair Haven Avenue/Quander Road to Virginia Lodge	COUNTY	ROW	0.900	0.450	D	Jul-12	Jan-16
							R	Apr-15	Dec-15
							U	<del>TBD</del> Jul-15	<del>TBD</del> Dec-15
							C	<del>Jan-16</del> Feb-16	Oct-16

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. NTP for land acquisition was issued in May 2015. 0 of 2 land rights obtained. Revised final design plans in progress.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				
00001	MV	Route 1 Northbound from Radford Avenue to Frye Road (RHPTI) 940 LF of concrete sidewalk along the east side of Route 1	COUNTY	Design	1.200	0.500	D	Jul-12	<del>Jul-15</del> Sep-15	
							R	Oct-14	Jun-15	
	PED/BIKE		RHPTI-084		Revenue Sharing, FTA		U	<del>TBD</del> Jul-15	<del>TBD</del> Dec-15	
							C	<del>Aug-15</del> Oct-15	<del>May-16</del> Jul-16	

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Land acquisition completed on 6/30/15. Revised final design plans underway. Schedule adjusted in July to revise design to avoid overlap with a new development project adjacent to this project.

00001	MV	Route 1 Northbound from Sacramento Drive to Dogue Creek (RHPTI) 340 LF of walkway and new pedestrian bridge over Dogue Creek	COUNTY	On Hold	1.200	0.500	D	Jul-14	Sep-17
							R	Aug-16	May-17
	RHPTI-086		Revenue Sharing, FTA	U	TBD	TBD			
	71851			C	Sep-17	Aug-18			
PED/BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Survey was received on 12/18/14. Intermediate design plans are on hold. Pedestrian count data reviewed. CPTED reviewing project feasibility and coordinating with supervisor's office.

00001	MV	Route 1 Northbound from Virginia Lodge to Huntington Ave (RHPTI)  1,375 LF of 5-foot concrete sidewalk and extension of a box culvert along the east of Richmond Highway	COUNTY	ROW	2.000	0.45	D	Jul-12	<del>Dec-15</del> Mar-16
						R	<del>Mar-15</del> Jun-15	<del>Oct-15</del> Feb-16	
	RHPTI-080		Revenue Sharing, FTA		U	<del>TBD</del> Sep-15	<del>TBD</del> Dec-15		
	71851				C	<del>Dec-15</del> Apr-16	<del>Sep-16</del> Dec-16		
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Land acquisition in progress. Revised final design plans in progress. Schedule adjusted due to a survey issue which has been resolved. As a result, the final plat preparation took longer than was expected.

00001	MV	Route 1 Southbound Belle Haven Towers to Mount Eagle Drive (RHPTI)  110 LF of 5-foot concrete sidewalk along west of Richmond Hwy at the intersection of Mt. Eagle Drive	COUNTY	Bid Ad	0.600	0.500	D	Jul-12	<del>Sep-15</del> Jul-15
						R	Feb-15	<del>Aug-15</del> Mar-15	
	RHPTI-081		Revenue Sharing, FTA		U	<del>TBD</del> Sep-15	<del>TBD</del> Dec-15		
	71851				C	Sep-15	Jun-16		
PED/BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Final design complete. Land acquisition completed on 3/13/15. VDOT permit application submitted 7/22/15. Draft construction package to UDCD 7/27/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				
00001	MV	Route 1 Southbound from Dogue Creek to Mobile Home Sales Park (RHPTI) 350 LF of sidewalk and new pedestrian bridge over Dogue Creek	COUNTY	On Hold	1.200	0.500	D	Jul-14	Sep-17	
							R	Aug-16	May-17	
	PED/BIKE		RHPTI-085		Revenue Sharing, FTA		U	TBD	TBD	
			71851				C	Sep-17	Aug-18	

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Survey was received on 12/18/14. Intermediate design plans are on hold. Pedestrian count data reviewed. CPTED reviewing project feasibility and coordinating with supervisor's office.

00001	LE, MV	Route 1 Southbound from Russell Road to Gregory Drive (RHPTI)  270 LF of concrete sidewalk along west side of Route 1, including a signalized crosswalk	COUNTY	Design	0.550	0.500	D	Jul-12	<del>Aug-15</del> Sep-15
						R	Oct-14	<del>Jun-15</del> Jul-15	
	RHPTI-083		Revenue Sharing, FTA		U	TBD	TBD		
	71851				C	<del>Sep-15</del> Oct-15	Jun-16		
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Land acquisition completed on 7/8/15. Revised final design plans were submitted to VDOT on 7/13/15. Corrected construction start date.

00001	MV, LE	Route 1 Transit Center  Select location, conceptual design, and operational study for transit center in the Route 1 corridor (study only)	COUNTY	Study	0.215	0.215	D	Aug-10	TBD
						R	N/A	N/A	
TRAN	CL		2G40-059-000		C & I, FTA, NVTA Regional	U	N/A	N/A	
						C	N/A	N/A	

Conceptual layout design and feasibility analysis for transit center facility, including bus bays and pedestrian and bicycle accessibility to transit. After further evaluation and additional coordination with stakeholders, site at Buckman Road and Mount Vernon Memorial Highway has been removed from consideration. Coordinating the transit center study with the Route 1 BRT study to develop a transit center location and scope that will serve the local buses as well as BRT in the Route 1 corridor.

00001	MV	Route 1/Arlington Blvd (RHPTI)  Pedestrian intersection improvements	COUNTY	Construction	0.390	0.500	D	Mar-12	May-14
							R	N/A	N/A
	RHPTI-016		CMAQ	U	N/A	N/A			
	98753			C	<del>Mar-15</del> Aug-15	<del>Oct-15</del> Jul-16			
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Final design is complete. VDOT permit received on 6/28/14. Construction package submitted to UDCD 8/10/15. Schedule adjusted due to a delay in receiving VDOT construction package approval, to allow time for delivery and fabrication of bus shelter, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						
00001	LE, MV	Route 1/Belford Drive (RHPTI)  Pedestrian intersection improvements	COUNTY	ROW	1.700	0.357	D	Jul-11	<del>Apr-15</del> Oct-15
								R	May-14
	PED/ BIKE		CL	26006G-06011		CMAQ, Revenue Sharing, FTA	U	<del>TBD</del> Nov-14	<del>TBD</del> Oct-15
				99054			C	<del>May-15</del> Nov-15	<del>Dec-15</del> Jun-16
Final design complete. Land acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.									

00001	MV	Route 1/Frye Road Phase II (RHPTI)  Pedestrian intersection improvements	COUNTY	Utilities	2.644	0.600	D	Jul-11	<del>Apr-15</del> Oct-15
						R	May-14	Mar-15	
	26006G-06002		CMAQ, Revenue Sharing, FTA	U	<del>TBD</del> Jun-15	<del>TBD</del> Oct-15			
	99054			C	<del>May-15</del> Nov-15	<del>Dec-15</del> Jun-16			
PED/ BIKE	CL	Project is part of the Four-Year Transportation Program endorsed by the BOS on 2/9/04. Final design complete. Land Acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.							

00001	LE, MV	Route 1/Ladson Lane (RHPTI)  Pedestrian intersection improvements	COUNTY	Design	0.815	0.510	D	Jul-11	<del>Apr-15</del> Oct-15
							R	May-14	Mar-15
	PED/ BIKE		CL	26006G-06002		CMAQ, Revenue Sharing, FTA	U	TBD	TBD
				99054			C	<del>Jun-15</del> Nov-15	<del>Dec-15</del> Jun-16
Project is part of the Four-Year Transportation Program endorsed by the BOS on 2/9/04. Final design complete. Land Acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.									

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00001	LE, MV	Route 1/Lockheed Blvd/Dart Lane (RHPTI)  Pedestrian intersection improvements	COUNTY	Construction	0.690	0.500	D	Mar-12	May-14
							R	N/A	N/A
RHPTI-015			CMAQ		U	N/A	N/A		
98753					C	<del>Mar-15</del> Aug-15	<del>Oct-15</del> Jul-16		
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Final design is complete. Construction package submitted to UDCD 8/10/15. Schedule adjusted due to a delay in receiving VDOT construction package approval, to allow time for delivery and fabrication of bus shelter, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00001	MV	Route 1/Lukens Lane Phase II (RHPTI)  Pedestrian intersection improvements	COUNTY	Utilities	2.644	0.600	D	Jul-11	<del>Apr-15</del> Oct-15
							R	May-14	Mar-15
			26006G-06002		CMAQ, Revenue Sharing, FTA		U	<del>TBD</del> Jun-15	<del>TBD</del> Oct-15
	99054		C	<del>May-15</del> Nov-15			<del>Dec-15</del> Jun-16		
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the BOS on 2/9/04. Final design complete. Land Acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00001	LE, MV	Route 1/Mohawk Lane (RHPTI)  Pedestrian intersection improvements	COUNTY	Utilities	1.700	0.357	D	Jul-11	<del>Apr-15</del> Oct-15
			26006G-06011		CMAQ, Revenue Sharing, FTA	R	May-14	<del>Feb-15</del> Mar-15	
PED/ BIKE	CL		99054			U	<del>TBD</del> Nov-14	<del>TBD</del> Oct-15	
					C	<del>May-15</del> Nov-15	<del>Dec-15</del> Jun-16		

Final design complete. Land acquisition complete. Addressing comments received from VDOT on 5/21/15 concerning stormwater quality and outfall analysis. Comments response submitted to VDOT on 8/12/15. Schedule adjusted in July to allow time to address VDOT comments concerning stormwater quality and outfall analysis, which is now resolved, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

00001	MV	Route 1/Sacramento Drive/Cooper Road (RHPTI) Pedestrian intersection improvements	COUNTY	Construction	0.600	0.500	D	Mar-12	May-14	
							R	N/A	N/A	
	PED/ BIKE		CL	RHPTI-013		CMAQ		U	N/A	N/A
				98753				C	<del>Mar-15</del> Aug-15	<del>Oct-15</del> Jul-16

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Final design complete. Construction package submitted to UDCD on 8/10/15. Schedule adjusted due to a delay in receiving VDOT construction package approval, to allow time for delivery and fabrication of bus shelter, and to account for anticipated winter weather delays that will require asphalt paving and associated work to be conducted in the spring.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-04~~ : Indicates Schedule Change



## Mount Vernon District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00001	LE, MV	Route 1/Southgate Drive/Bedoo St (RHPTI)  Pedestrian intersection improvements	COUNTY	Complete	0.345	0.500	D	Mar-12	Dec-14
							R	Aug-14	Nov-14
RHPTI-014			CMAQ		U	N/A	N/A		
98753					C	Feb-15	Aug-15		
PED/ BIKE	CL								

Project is part of the Four-Year Transportation Program endorsed by the Board 2/9/04. Construction complete 8/12/15.

00600	MV	Silverbrook Road Walkway from Hooes Road to South County High School  Install walkway on south side of Silverbrook Road from Hooes Road to Monacan Road at school	COUNTY	Project Initiation	2.300	2.300	D	TBD	TBD
							R	TBD	TBD
	ST-000036-005			2014 Bonds		U	TBD	TBD	
						C	TBD	TBD	
PED/BIKE	TBD								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Scoping document received 6/10/15. Scope was sent to consultant on 6/30/15. A draft proposal was received on 8/5/15. Schedule to be determined once design task order executed which is anticipated in fall 2015.

00600	MV	Silverbrook Road/Southern Road  Intersection improvements, EB left turn lane	COUNTY	Project Initiation	1.200	1.200	D	TBD	TBD	
							R	TBD	TBD	
	SEC		VA	5G25-059-005		2014 Bonds		U	TBD	TBD
								C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination underway. Anticipate completing scoping and forwarding for design in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

# Project Status Report

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.						
			VDOT UPC No.		Fund Type				

03402	PR	Aline Avenue Walkway (TMSAMS)  South side between Gallows Road and first entrance on Aline Ave	COUNTY	Design	0.675	0.300	D	Aug-13	May-16
							R	<del>Apr-15</del> Sep-15	<del>Nov-15</del> Apr-16
	TMSAMS-110		RSTP		U	<del>Dec-15</del> Apr-16	<del>Mar-16</del> Jul-16		
					C	Jul-16	Feb-17		
PED/ BIKE	WPH								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. 2nd pre-final design is in progress. 4 properties are impacted. ROW authorization package submitted to VDOT on 3/24/15. Updated ROW authorization package submitted 6/2/15. Plan revision is in progress for September distribution. Fiber optic hand hole relocation within existing ROW is required. Updated funding agreement completed 8/4/15. Schedule adjustment is due to additional time to update funding agreement which was required to obtain VDOT ROW authorization. Construction completion date remains the same. VPDES permit is not required.

00123	PR	Chain Bridge Road Walkway (TMSAMS)  North side from Anderson Road to Colonial Lane	COUNTY	Design	1.275	0.600	D	Aug-13	<del>Apr-16</del> TBD
						R	<del>May-15</del> TBD	<del>Dec-15</del> TBD	
	TMSAMS-108		RSTP		U	<del>Jan-15</del> TBD	<del>Jun-16</del> TBD		
	PED/ BIKE	SSS					C	<del>Aug-16</del> TBD	<del>Jun-17</del> TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Due to significant utility relocation issues, project is being re-scoped. Expected scope completion on 10/1/15.

02862	PR	Chichester Lane Walkways  Construct walkways on west side of Chichester Lane from existing sidewalk at Cherry Drive to existing Day Lilly Court and from Lismore Lane to existing sidewalk on east side of Chichester Lane at Fairhill Elementary School	COUNTY	Project Initiation	0.300	0.300	D	TBD	TBD
							R	TBD	TBD
	ST-000036-007		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	AB								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

00123	DR, PR	Dolley Madison Boulevard Walkway (DCBPA)  Great Falls St/Lewinsville Road to McLean Metrorail Station	COUNTY	Design	2.160	1.200	D	Mar-13	<del>Jan-16</del> Jun-16
			DCBPA-065		CMAQ	R	<del>May-15</del> Dec-15	<del>Dec-15</del> Jun-16	
	93146		U	<del>N/A</del> Jul-16		<del>N/A</del> Sep-16			
PED/ BIKE	SSS						C	<del>Mar-16</del> Jul-16	<del>Dec-16</del> May-17

Final design distributed to VDOT for review 7/2/15. Coordination with MWAA on easements is in progress. Schedules adjusted due to coordination between VDOT and MWAA Board regarding the ROW phase and maintenance agreements. Utility coordination in progress.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				
00698	PR	<b>Electric Avenue and Cedar Lane NB Left Turn Lane</b>  Add 250 LF of left turn lane on northbound Cedar Lane at Electric Avenue, including drainage improvements, signal improvements, and a 5-foot concrete sidewalk	COUNTY	Design	1.600	1.600	D	<del>TBD</del> Jun-15	<del>TBD</del> Jun-18	
							R	<del>TBD</del> Jun-17	<del>TBD</del> Jan-18	
				2G40-087-004		NVTA Local		U	<del>TBD</del> Feb-18	<del>TBD</del> Aug-18
SEC	AB							C	<del>TBD</del> Aug-18	<del>TBD</del> Jun-19
Preliminary design in progress. Current project scope did not meet the current forecast design year per the Tysons Neighborhood Study. Scoping discussions have been held, and issues were resolved. Proceeding with design.										

00650	PR	Gallows Road Walkway (TMSAMS)  Sidewalk on northwest corner of Gallows Road and Old Courthouse Road intersection	COUNTY	Design	0.625	0.613	D	Aug-13	<del>Jan-16</del> May-16	
							R	<del>Apr-15</del> Sep-15	<del>Nov-15</del> Apr-16	
	PED/ BIKE		WPH	TMSAMS-109		RSTP		U	<del>Dec-15</del> Apr-16	<del>Feb-16</del> May-16
								C	<del>Mar-16</del> Jun-16	<del>Dec-16</del> Feb-17
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. 2nd pre-final design is in progress. ROW authorization package submitted to VDOT on 3/24/15. Updated ROW authorization package submitted to VDOT 6/2/15. Work order for title search was issued to Land acquisition on 7/22/15. Two properties are impacted. Meeting was held with consultant on 7/24/15 to discuss review comments. Plan revision for a September plan distribution and purchase of nutrient credits is in progress. Fiber optic hand hole relocation within existing ROW required. VPDES permit is not required. Updated funding agreement completed 8/4/15. Schedule adjustment is due to additional time to update funding agreement which was required to obtain VDOT ROW authorization.										

00650	PR	Gallows Road/Boone Blvd (TMSAMS)  Pedestrian intersection improvements	COUNTY	Design	0.225	0.200	D	Aug-13	<del>Nov-15</del> May-16	
							R	<del>Mar-15</del> Sep-15	<del>Oct-15</del> Apr-16	
	PED/ BIKE		CL	TMSAMS-117		RSTP		U	N/A	N/A
								C	<del>Dec-15</del> Jul-16	<del>Sep-16</del> Apr-17
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Final designs in progress. TMP and signage and pavement marking approved on 9/4/14. Two properties are impacted. Initial ROW package was submitted to VDOT on 2/27/15. Updated ROW authorization package submitted 6/2/15. Updated funding agreement completed 8/4/15. Schedule adjustment is due to additional time to update funding agreement which was required to obtain VDOT ROW authorization, and to account for paving and striping work that needs to be completed in warm weather. No utility relocation is required. VPDES permit is not required.										

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~~Jan-01~~ : Indicates Schedule Change

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00939	PR	Gosnell Road/Old Courthouse Road (DCBPA)  Pedestrian intersection improvements	COUNTY	Construction	0.575	0.200	D	May-12	Feb-15	
							R	Jun-14	Dec-14	
	PED/ BIKE		DCBPA-071		CMAQ		U	N/A	N/A	
			93146				C	<del>Apr-15</del> Aug-15	<del>Oct-15</del> Mar-16	

Final design complete. Land acquisition complete. VDOT permit received 2/18/15. Construction package submitted to VDOT for approval on 4/21/15. Received comments on 5/19/15. Final construction package submitted on 6/11/15. Received VDOT construction approval on 8/4/15. Construction package submitted to UDCD on 8/5/15. Schedule adjusted in July to address comments and resubmit package to VDOT for approval.

01720	PR	Graham Road Elementary School SRTS  Provide a refuge island, upgrade ramps and rapid flashing beacons	COUNTY	Design	0.165	0.165	D	<del>TBD</del> Apr-15	<del>TBD</del> Oct-16
							R	TBD	TBD
	SRTS-134-134		Federal		U	TBD	TBD		
					C	<del>TBD</del> Dec-16	<del>TBD</del> May-17		
SEC	TBD								

Survey is complete. Task order approved 4/27/15. Design in progress.

00674	PR	Hunter Mill Road/Mystic Meadow Way  Reconfigure intersection with roundabout and new pedestrian/bicycle facilities	COUNTY	ROW	1.850	0.800	D	Aug-10	<del>Mar-16</del> Sep-16
							R	May-14	Dec-15
			RSPI01-00700		C & I		U	Jun-14	<del>Nov-15</del> Sep-16
						C	<del>Apr-16</del> Oct-16	<del>Apr-17</del> Nov-17	
SEC	SSS								

Part of the C&I Project Program endorsed by the BOS on 10/19/09. 1st submission of design plans were distributed to LDS on 4/8/15. Agency comments received by 6/25/15. Addressing comments. 2nd Submission to LDS is scheduled for December 2015. 2 of 5 properties have been acquired. Gas line, DVP line, and cable service lines relocations are in progress. Schedule adjusted to accommodate revised utility relocation completion date.

I-495	PR	I-495 Express Lanes Ped/Bike at Chain Bridge Road Both sides from Old Meadow Road to Tysons Blvd	VDOT	Design	1.750	1.750	D	Apr-13	TBD	
							R	TBD	TBD	
	PED/BIKE				Enhancement, CMAQ		U	TBD	TBD	
			104005				C	TBD	TBD	

Project will complete missing pedestrian facilities outside the limits and original scope of the I-495 Express Lanes Project. Based on the outcome of the public hearing, VDOT conducted design charrettes with stakeholders on 6/23 and 6/24/15. VDOT prepared a draft report of the charrettes that includes several options to implement. VDOT is continuing early discussions to get input from adjacent developers on pedestrian connections and any possible contributions that they may be able to offer. An internal VDOT meeting is scheduled for 9/9/15 to summarize both the report and future developer actions. Schedule will be determined once scope is finalized which is expected in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

I-495	PR	I-495 Express Lanes Ped/Bike at Idylwood Road (North) North side from I-495 to Shreve Hill Road	VDOT	Design	1.280	1.280	D	Apr-13	TBD
							R	TBD	TBD
			Enhancement, CMAQ	U	TBD	TBD			
PED/BIKE	WPH			104005	C	TBD	TBD		

Project will complete missing pedestrian facilities outside the limits and original scope of the I-495 Express Lanes Project. Based on the outcome of the public hearing, VDOT conducted design charrettes with stakeholders on 6/23 and 6/24/15. VDOT prepared a draft report of the charrettes that includes several options to implement. VDOT is continuing early discussions to get input from adjacent developers on pedestrian connections and any possible contributions that they may be able to offer. An internal VDOT meeting is scheduled for 9/9/15 to summarize both the report and future developer actions. Schedule will be determined once scope is finalized which is expected in fall 2015.

I-495	PR	I-495 Express Lanes Ped/Bike at Idylwood Road (South) South side from I-495 to Whitestone Hill Ct	VDOT	Design	1.280	1.280	D	Apr-13	TBD
							R	TBD	TBD
			Enhancement, CMAQ	U	TBD	TBD			
	104005			C	TBD	TBD			
PED/BIKE	WPH								

Project will complete missing pedestrian facilities outside the limits and original scope of the I-495 Express Lanes Project. Based on the outcome of the public hearing, VDOT conducted design charrettes with stakeholders on 6/23 and 6/24/15. VDOT prepared a draft report of the charrettes that includes several options to implement. VDOT is continuing early discussions to get input from adjacent developers on pedestrian connections and any possible contributions that they may be able to offer. An internal VDOT meeting is scheduled for 9/9/15 to summarize both the report and future developer actions. Schedule will be determined once scope is finalized which is expected in fall 2015.

I-66	PR, SP, SU	I-66 Active Traffic Management  Improve safety and incident management along I-66 corridor from the D.C. line to Route 29 in Gainesville	VDOT	Construction	38.600	38.600	D	Apr-12	Jan-13
						R	N/A	N/A	
	INT		98017		Federal	U	N/A	N/A	
						C	<del>Jan-13</del> Feb-13	<del>Jul-15</del> Nov-15	

Design-build project currently under construction. Construction completion delayed due to updated contractor's schedule. Construction is 80% complete.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

I-66	PR, SP, SU	I-66 from I-495 Capital Beltway to Route 15 in Haymarket  Preliminary engineering for improvements including general purpose lanes, express lanes, and transit	VDOT	Design	55.656	38.078	D	Jul-14	<del>Dec-15</del> TBD
							R	TBD	TBD
INT	SSS				Federal, State, Private	U	TBD	TBD	
			54911			C	TBD	TBD	

Scope includes a combination of concepts identified in the Tier 1 EIS: two Express lanes, three regular lanes, and rapid bus service in addition to other safety and operational improvements. It is evaluating site-specific conditions and potential effects the proposed improvements would have on air quality, noise, neighborhoods, parks, recreation area, historic properties, wetlands, and streams. Environmental public hearing held in May and June 2015. Final environment document to be prepared in late 2015. Design public hearing to be held in 2016. Procurement advertisement issued on 8/31/15 with decision on procurement options and project team to be made in December 2015. Final design completion date will depend on procurement decision. Estimate starting construction in 2017. County staff is providing input on alternatives, and is working with VDOT to minimize ROW requirements and facilitate a parallel trail. Preferred alternative schedule to be released on 9/15/15. Board will be discussing at its Transportation Committee meeting on 10/13/15.

I-66	DR, PR	I-66 Inside the Beltway  Proposal to convert I-66 inside the Beltway into a managed express lane facility in both directions during AM and PM peak hours	VDOT	Design	TBD	TBD	D	TBD	TBD	
							R	TBD	TBD	
	INT		TBD					U	TBD	TBD
				107371			C	TBD	TBD	

Scope includes multimodal improvements (enhanced bus service and elements of the bicycle and pedestrian network around the corridor) and widening in both directions between Fairfax Drive and I-495 by 2040. PIM held in June 2015, and additional PIM's scheduled for October 2015. Construction of toll facility scheduled for 2016 and opening of facility scheduled for 2017. VDOT preparing toll and revenue estimates. Jurisdictions, NVTC, and VDOT working on a formal agreement which is expected to be considered by governing bodies by the end of 2015.

I-66	PR	I-66 Vienna/Fairfax-GMU Metrorail Enhanced Transit Access  Construct bus ramp to increase accessibility to Vienna/Fairfax-GMU Metrorail Station for transit vehicles	VDOT	Design	46.500	38.300	D	Nov-05	TBD	
						R	TBD	TBD		
	INT		CL			CMAQ, RSTP		U	N/A	N/A
				81009				C	TBD	TBD

Design-build project managed by VDOT. The bus ramp project has been incorporated into the I-66 corridor improvements project (I-66 from I-495 Capital beltway to route 15 in Haymarket).

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00695	PR	Idylwood Road Trail (TMSAMS)  Construct shared use path from Helena Drive to Idyl Lane on the south side of Idylwood Road	COUNTY	Project Initiation	1.050	1.050	D	TBD	TBD
							R	TBD	TBD
	PED/BIKE		AL			RSTP	U	TBD	TBD
							C	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Pre-scoping process is underway. The original scope called for bicycle lanes/bicycle shoulders. After field reviews, it was determined that on-road bicycle shoulders would not be feasible due to major utility conflicts and right-of-way constraints. Staff is now evaluating the feasibility of a shared use path. Evaluation is expected to be completed in fall 2015. FCPA is master planning new park located opposite Idyl Lane.

00684	PR	International Drive/Greensboro Drive (DCBPA)  Pedestrian intersection improvements	COUNTY	Construction	0.750	0.200	D	Jun-12	Feb-15
							R	Jun-14	Dec-14
PED/ BIKE	GM		DCBPA-067		CMAQ		U	N/A	N/A
			93146				C	<del>Apr-15</del> Aug-15	<del>Oct-15</del> Mar-16

Final design complete. Land acquisition complete. VDOT permit received 2/18/15. Construction package submitted to VDOT for approval on 4/21/15. Received comments on 5/19/15. Final construction package resubmitted to VDOT on 6/11/15. Received VDOT construction approval on 8/4/15. Construction package submitted to UDCD on 8/5/15. Schedule adjusted in July because of additional time required to address comments and resubmit construction package to VDOT for approval.

06034	PR	International Drive/Tysons Blvd (TMSAMS)  Pedestrian intersection improvements	COUNTY	ROW	0.235	0.200	D	Aug-13	<del>Feb-16</del> May-16
							R	<del>May-15</del> Sep-15	<del>Jan-16</del> Apr-16
	TMSAMS-119		RSTP		U	<del>TBD</del> N/A	<del>TBD</del> N/A		
					C	<del>Mar-16</del> Jul-16	<del>Oct-16</del> Apr-17		
PED/ BIKE	TB								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. 2nd pre-final plans distributed on 7/13/15. 2 properties are impacted. Initial ROW authorization package submitted to VDOT on 2/24/15. Updated ROW authorization package submitted on 6/2/15. TMP approved 12/1/14. No utility relocation is required. VPDES permit is not required. Updated funding agreement completed 8/4/15. Schedule adjustment is due to additional time to update funding agreement which was required to obtain VDOT ROW authorization, and to account for paving and striping work that needs to be completed in warm weather.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		Fund Type					
			VDOT UPC No.							
00655	PR	Jermantown Road and Oak Marr Recreation Center Install signalized crosswalk at Oak Marr Recreation Center and existing trail and ramps	VDOT	Complete	0.150	0.150	D	Nov-14	Feb-15	
							R	N/A	N/A	
SEC	TBD					2014 Bond		U	N/A	N/A
				106498				C	Feb-15	May-15

Construction complete.

08102	PR	<b>Jones Branch Connector</b>	COUNTY	Design	54.750	41.000	D	Feb-14	May-16
		Final Design for extension of Scotts Crossing Rd from Jones Branch Dr. to Dolley Madison Blvd. over I-495 and the I-495 Express Lanes					R	Oct-15	Apr-16
SEC	SSS		JBC-093-093		C & I, Revenue Sharing, RSTP		U	<del>Apr-16</del> Oct-15	<del>Nov-16</del> Dec-16
			103907				C	May-16	2018

VDOT public hearing design approval received 6/4/15. Design coordination is ongoing with utilities, Transurban, and VDOT. Proffered ROW dedication is anticipated to be completed late August or early September 2015. Final noise analysis completed and is under review. Utility Field Inspection meeting held 6/3/15. Field Inspection plans submitted 6/11/15 with most comments received by 7/10/15. Field inspection meeting held on 7/15/15. Noise wall meeting with affected property owners scheduled for 9/10/15.

00029	PR	<b>Lee Highway Walkway from Circle Towers to Vaden Drive</b>	VDOT	Design	3.000	3.000	D	<del>TBD</del> Nov-14	<del>TBD</del> Mar-16
		Construct asphalt trail on south east of Lee Highway (Route 29) from Circle Towers to Vaden Drive, new pedestrian crossing at Lee Highway and Vaden Drive					R	TBD	TBD
PED/BIKE	AB		ST-000036-012		C & I		U	TBD	TBD
							C	<del>TBD</del> Oct-15	<del>TBD</del> Oct-16

Project scoping and initial coordination complete and forwarded to VDOT and FCPA for implementation. Project will be constructed jointly by VDOT and FCPA. Received 50% design plans from FCPA on 7/6/15.

00893	PR	<b>Madrillon Road Walkway (TMSAMS)</b>	COUNTY	Design	0.330	0.300	D	Aug-13	May-16
		Install 315 LF of walkway between Gallows Road and Boss Street					R	<del>Apr-15</del> Sep-15	<del>Nov-15</del> Apr-16
PED/BIKE	CL		TMSAMS-111		RSTP		U	<del>Dec-15</del> Jan-16	Apr-16
							C	<del>Jun-16</del> Jul-16	Feb-17

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. 2nd pre-final design is in progress. 3 properties are impacted. ROW authorization package submitted to VDOT on 3/24/15. Updated ROW authorization package submitted 6/2/15. Cox service line relocation in place is required. TMP and signage and pavement marking approved on 10/14/14. VPDES permit is not required. Updated funding agreement completed 8/4/15. Schedule adjustment is due to additional time to update funding agreement which was required to obtain VDOT ROW authorization.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.		Fund Type		

00769	PR	<b>Oak Street Walkway from Morgan Lane to I-495 Overpass</b>  Install concrete sidewalk along the south side of Oak Street from west of Morgan Lane to I-495	COUNTY	Design	0.650	0.650	D	May-13	<del>Mar-15</del> Oct-15
						R	July-14	Dec-14	
	4YP201-PB038B		2007 Bonds		U	N/A	N/A		
					C	<del>Mar-15</del> Nov-15	<del>Sep-15</del> Apr-16		
PED/ BIKE	WPH								

2nd pre-final design is in progress. August submission is scheduled. No utility relocation is required. VPDES permit is not required. Addressing SWM comments on water quality and detention. Schedule adjusted due to SWM comments and approval requirements.

00769	PR	Oak Street Walkway from Sandburg Street to Morgan Lane  Install concrete sidewalk on south side of Oak Street from Sandburg Street to west of Morgan Lane	COUNTY	Complete	0.120	0.120	D	Nov-08	Jul-14
							R	Jun-13	Mar-14
	4YP201-PB038A		Enhancement, CMAQ	U	Apr-14	Aug-14			
	94363			C	Aug-14	<del>Apr-15</del> Jun-15			
PED/BIKE	WPH								

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Construction substantially completed on 6/13/15.

00677	PR	Old Courthouse Road/Woodford Road (TMSAMS) Pedestrian intersection improvements	COUNTY	Design	0.300	0.250	D	Aug-13	<del>Jan-16</del> May-16
							R	<del>Apr-15</del> Sep-15	<del>Dec-15</del> Apr-16
			TMSAMS-116		RSTP		U	<del>Oct-15</del> Apr-16	<del>Jan-15</del> Jul-16
					C	<del>Feb-16</del> Aug-16	<del>Dec-16</del> Apr-17		
PED/ BIKE	CL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. 2nd Pre-final designs in progress. TMP approved 1/6/15. One property is impacted. Initial ROW package was submitted to VDOT on 3/18/15. Updated ROW authorization Package submitted 6/2/15. Lowering in place of Verizon conduit is required. TMP was approved on 1/6/15. Updated funding agreement completed 8/4/15. Schedule adjustment is due to additional time to update funding agreement which was required to obtain VDOT ROW authorization, and to account for paving and striping work that needs to be completed in warm weather.

00650	PR	Old Gallows Road/Gallows Branch Road (TMSAMS) Pedestrian intersection improvements	COUNTY	ROW	0.300	0.300	D	Apr-14	Aug-16
							R	Aug-15	Mar-16
			TMSAMS-115		RSTP		U	<del>Apr-16</del> NA	<del>Jul-16</del> NA
				C	Jul-16	Jun-17			
PED/ BIKE	SLC								

Final design is in progress. One property is impacted. ROW authorization package was submitted to VDOT on 4/29/15. Materials sent to VDOT on 6/10/15 to obtain ROW authorization. Appendix A for funding agreement was signed and approved on 7/16/15. VDOT ROW authorization received 8/5/15. Utility Relocation is not required. Land acquisition in progress.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	DR, PR	Pavement Marking Plans (TMSAMS)  Magarity Road, Westmoreland St, Madrillon Road	COUNTY	Design	0.100	0.100	D	TBD	TBD
							R	TBD	TBD
			RSTP		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	AL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Westmoreland bicycle lanes being extended this fall from Haycock Road to Hopewood Drive as part of VDOT repaving. Design for Westmoreland Street project completed by VDOT. Magarity Road and Madrillon Road will be reviewed for bicycle facilities when scheduled for future repavement by VDOT.

00123	PR	Route 123 Bridge over I-66  Rehabilitation of Route 123 SB and NB bridges over I-66	VDOT	On Hold	16.095	1.090	D	TBD	TBD			
						R	N/A	N/A				
	PRI		CL				State		U	N/A	N/A	
					92567				C	TBD	TBD	

Reviewed Stage 1 Bridge Deck Replacement and Widening Study Report in December 2012. On hold pending I-66 Access Improvement Study. Bridge will likely be built with the I-66 Express Lanes project.

00123	PR	Route 123 Walkway from Horse Shoe Drive to Niblick Drive  Construct walkway on south side of Route 123 from Horse Shoe Drive (north intersection) to Niblick Drive	COUNTY	Design	2.900	2.275	D	<del>TBD</del> Mar-15	<del>TBD</del> Jun-17
						R	<del>TBD</del> Sep-16	<del>TBD</del> Mar-17	
	2G40-088-014		C & I		U	<del>TBD</del> Mar-17	<del>TBD</del> Jun-17		
					C	<del>TBD</del> Jul-17	<del>TBD</del> Jul-18		
PED/ BIKE	WPH								

Preliminary survey received 7/24/15; Land Survey Branch is still verifying ROW data.

00123	PR	Route 123/Boone Boulevard  Install signalized crosswalks at Boone Boulevard	VDOT	Construction	0.150	0.150	D	Nov-14	Feb-15			
							R	N/A	N/A			
	PRI		WPH				2014 Bonds		U	N/A	N/A	
					106498				C	<del>Feb-15</del> Jun-15	<del>May-15</del> Sep-15	

Project is under construction. Schedule adjusted due to a right-of-way issue that has been resolved concerning ownership of a service road.

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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00123	PR	Route 123/International Drive (DCBPA)  Pedestrian intersection improvements	COUNTY	Construction	N/A	N/A	D	N/A	N/A
						R	N/A	N/A	
PED/ BIKE	AL		DCBPA-066		Developer		U	N/A	N/A
			93146				C	Aug-14	TBD

Developer led project. Project will be completed at the time of development completion.

00123	PR	Route 123/Jermantown Road  Construct right turn lane from SB Route 123 onto WB Jermantown Road, right turn lane extension from NB Route 123 onto EB Jermantown Road, and pedestrian intersection improvements	COUNTY	Design	1.750	0.950	D	Jun-10	<del>Nov-15</del> Jul-16
						R	<del>Mar-15</del> Sep-15	<del>Oct-15</del> Apr-16	
	RSPI01-01400			C & I		U	<del>Oct-15</del> Apr-16	<del>Dec-15</del> Jul-16	
					C	<del>Dec-15</del> Aug-16	<del>Dec-16</del> Dec-17		
PRI	JYR								

Part of the C&I Project Program endorsed by the BOS on 3/23/10. 2nd final plan is in progress. Stormwater management being coordinated. Schedule adjusted due to coordination with utility companies regarding plats. Zoning interpretation was received for the proffer RZ-2007-PR-02 (Flint Hill School). Proffer only applies to full build out condition of Route 123 which is not proposed with this project. Currently coordinating project land rights impacts with school representatives. These discussions are anticipated to be complete by fall 2015.

00050	BR, PR	Route 50 and Waples Mill Road  Intersection improvements	COUNTY	Design	TBD	0.250	D	TBD	TBD
							R	TBD	TBD
2G40-087-006			NVTA Local		U	TBD	TBD		
					C	TBD	TBD		
PRI	JYR								

Partial funding for study of potential interim/low cost improvements. NVTA's TransAction 2040 and the county's Comprehensive Plan calls for interchange. Study scoping complete. Scope suggests an investigation of the benefits of adding a second westbound left turn lane. After initial phase, existing traffic data collection study was deferred, pending the final I-66 from I-495 to Route 15 traffic analysis recommendations. Earlier review of the preliminary traffic analysis options indicated the need for improvements at Route 50 and Waples Mill Road intersection, including a second westbound left turn lane. Coordinating with stakeholders, including VDOT and the City of Fairfax, to determine next steps.

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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.		Fund Type		

00050	PR	Route 50 Walkway from Annandale Road to Cherry Street (RT50PI) Install walkway on north side of Route 50	COUNTY	Design	0.900	0.750	D	Oct-13	<del>TBD</del> Jul-17	
						R	<del>TBD</del> Aug-16	<del>TBD</del> Mar-17		
	PED/ BIKE		RT50-059		RSTP, CMAQ		U	<del>TBD</del> Apr-17	<del>TBD</del> Jul-17	
			58601				C	<del>TBD</del> Oct-17	<del>TBD</del> Nov-18	

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15. Project schedule has been adjusted to account for change of scope as per public information meeting and coordination with supervisor's office, additional survey of the drainage structures, and processing of contract allowances due to the new stormwater management regulations and design requirements.

00050	PR	Route 50 Walkway from Cedar Hill Road to Allen Street (RT50PI) Install walkway on north side of Route 50	COUNTY	Design	1.250	0.630	D	Oct-13	TBD			
							R	TBD	TBD			
	PED/ BIKE		WPH		RT50-055		RSTP, CMAQ		U	TBD	TBD	
					58601				C	TBD	TBD	

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Intermediate design submitted to LDS and VDOT on 8/12/15. Project has been delayed due to the change of scope as per public information meeting and coordination with supervisor's office, additional survey of the drainage structures, and processing of contract allowances due to the new stormwater management regulations and design requirements. Coordination with supervisor's office will be required after completion of intermediate design. Schedule will be determined after coordination with supervisor's office is complete which is expected in fall 2015.

00050	PR	Route 50 Walkway from Meadow Lane to Linden Lane (RT50PI) Install walkway on north side of Route 50	COUNTY	Design	0.700	0.270	D	Oct-13	<del>TBD</del> Jul-17
							R	<del>TBD</del> Aug-16	<del>TBD</del> Mar-17
			RT50-060		RSTP, CMAQ		U	<del>TBD</del> Apr-17	<del>TBD</del> Jul-17
	58601				C	<del>TBD</del> Oct-17	<del>TBD</del> Nov-18		
PED/ BIKE	WPH								

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15. Project schedule has been adjusted to account for change of scope as per public information meeting and coordination with supervisor's office, additional survey of the drainage structures, and processing of contract allowances due to the new stormwater management regulations and design requirements.

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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00050	PR	Route 50 Walkway from Westcott Street to Annandale Road (RT50PI) Install walkway on north side of Route 50	COUNTY	Design	2.250	1.260	D	Oct-13	TBD	
							R	TBD	TBD	
	PED/ BIKE		RT50-058		RSTP, CMAQ		U	TBD	TBD	
			58601				C	TBD	TBD	

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Intermediate design submitted to LDS and VDOT on 8/12/15. Project has been delayed due to the change of scope as per public information meeting and coordination with supervisor's office, additional survey of the drainage structures, and processing of contract allowances due to the new stormwater management regulations and design requirements. Coordination with supervisor's office will be required after completion of intermediate design. Schedule will be determined after coordination with supervisor's office is complete which is expected in fall 2015.

00050	MA, PR	Route 50/Allen St (RT50PI)  Intersection and bus stop improvements	COUNTY	Design	0.300	0.300	D	Oct-13	Jul-17
							R	Aug-16	Mar-17
RT50-052			RSTP, CMAQ		U	Apr-17	Jul-17		
58601					C	Oct-17	Nov-18		
PED/ BIKE	WPH								

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

00050	PR	Route 50/Gallows Road  Install signalized crosswalks at Route 50 and Gallows Road interchange	VDOT	Complete	0.250	0.250	D	Nov-14	Feb-15
							R	N/A	N/A
			2014 Bonds	U	N/A	N/A			
	106498			C	Feb-15	<del>May-15</del> Jul-15			
SEC	WPH								

Construction complete.

00050	MA, PR	Route 50/Wayne Road/Woodlawn Ave (RT50PI)  Turn lane and sidewalk improvements	COUNTY	Design	1.100	0.400	D	Oct-13	Sep-17		
							R	Oct-16	May-17		
PED/ BIKE			WPH		RT50-053		RSTP, CMAQ		U	Jun-17	Sep-17
			58601				C	Dec-17	Jan-19		

Project is part of the Route 50 Pedestrian Initiative approved by the Board of Supervisors on 6/19/12. Design proceeding per stakeholders input. Intermediate design submitted to LDS and VDOT on 8/12/15.

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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00007	DR, PR	Route 7 Bridge Rehabilitation  Bridge over Dulles Toll Road	VDOT	Design	44.800	39.475	D	Sep-12	<del>Aug-15</del> Nov-15
							R	<del>Sep-15</del> Nov-15	<del>Jan-16</del> Mar-16
			Bridge, NVTA Regional		U	<del>Feb-16</del> Jan-16	<del>Aug-16</del> Sept-16		
	82135				C	<del>Jan-16</del> Mar-16	<del>Jun-17</del> May-18		
PRI	SLC								

Public hearing held 2/20/14. The project is currently funded by federal bridge funds identified in VDOT's Six-Year Improvement Program. Project received \$13.9 million in NVTA funds. Environmental document is complete. Design completion delayed due to procurement of design-build team taking longer than anticipated. Schedule adjusted to allow for coordination with MWAA and WMATA on easement impacts and constructability issues. NTP for design-build contract issued on 7/8/15.

00007	DR, HM, PR	Route 7 from Reston Avenue to Jarrett Valley Drive Widen to 6 lanes	VDOT	Design	265.000	17.100	D	Jun-11	<del>TBD</del> Dec-20
							R	<del>N/A</del> Mar-17	<del>N/A</del> Feb-20
			NVTB Bonds, Federal	U	<del>N/A</del> Apr-18	<del>N/A</del> Jul-21			
	52328, 99478, 106917			C	<del>N/A</del> Jan-21	<del>N/A</del> Dec-23			
PRI	SLC								

Funded through the Board's Tysons Transportation Plan. Preliminary design, including alternative intersection analysis, in progress. Group of community, BOS staff, and state/local government agency stakeholders established to discuss design challenges and provide input on project scope. Project is now split in two phases: Phase I - Jarrett Valley Drive to 500 feet east of Colvin Forest Drive and Phase II - 500 feet east of Colvin Forest Drive to Reston Avenue. Public hearing anticipated in April 2016. On-going coordination with affected communities regarding access issues is underway.

00007	DR, PR	Route 7 Walkway (TMSAMS)  Complete missing links on south side from Jarrett Valley Drive to Beulah Road	COUNTY	On Hold	5.450	0.75	D	Aug-13	TBD
							R	TBD	TBD
	TMSAMS-128		RSTP		U	TBD	TBD		
					C	TBD	TBD		
PED/ BIKE	WPH								

Project is on hold since walkway improvements overlap with the VDOT Route 7 Widening project. VDOT is currently developing a project schedule and funding availability for the Route 7 project. FCDOT is coordinating with supervisor's office for project termination and funding transfer to the VDOT project.

00007	PR	Route 7 Walkway North Side under Route 123 (DCBPA) Install walkway across interchange	COUNTY	Design	2.410	1.200	D	Feb-12	<del>Jun-15</del> Nov-15
							R	N/A	N/A
			DCBPA-069		CMAQ		U	<del>TBD</del> N/A	<del>TBD</del> N/A
	93146		C	<del>Sep-15</del> Jan-16	<del>Jun-16</del> Aug-16				
PED/ BIKE	TB								

Final design plans distributed to VDOT for review 4/27/15. Comments have been received. 2nd final plan in progress. Pavement marking plan approval received 5/27/15. LDS comments received 5/27/15. Schedule adjusted due to additional time required to resolve drainage issues with VDOT and to respond to LDS comments.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00007	PR	Route 7 Walkway South Side under Route 123 (DCBPA) Install walkway across interchange	COUNTY	Design	1.555	1.200	D	Feb-12	<del>Jun-15</del> Nov-15
							R	N/A	N/A
	DCBPA-070		CMAQ		U	<del>TBD</del> N/A	<del>TBD</del> N/A		
	93146				C	<del>Sep-15</del> Jan-16	<del>Jun-16</del> Aug-16		
PED/ BIKE	TB								

Final design plans distributed to VDOT for review 4/27/15. Comments have been received. 2nd final plan in progress. Pavement marking plan approval received 5/27/15. LDS comments received 5/27/15. Schedule adjusted due to additional time required to resolve drainage issues with VDOT and to respond to LDS comments.

00007	PR	Route 7 Widening from Route 123 to I-495 (Study Only)  Conceptual design and traffic operations study to determine future cross section	COUNTY	Study	0.650	0.650	D	Sep-12	TBD Jun-16
						R	N/A	N/A	
	2G40-035-001		C & I		U	N/A	N/A		
					C	N/A	N/A		
PRI	TB								

Ground survey and traffic data collection are complete, and the consultant is preparing future lane configurations. Additional Tysons Consolidated Traffic Impact Analysis (CTIA) modeling is needed to select appropriate lane configurations for all intersections along Route 7 which is expected in spring 2016.

00007	PR	Route 7/Gosnell Road/Westpark Drive (TMSAMS) Pedestrian intersection improvements	COUNTY	Construction	0.300	0.250	D	Aug-13	<del>Feb-15</del> May-15
						R	N/A	N/A	
	TMSAMS-112		RSTP, C & I		U	N/A	N/A		
					C	<del>Jun-15</del> Jul-15	<del>Jan-16</del> Sep-15		
PED/ BIKE	SLC								

Project is to be constructed by VDOT Signal Rebuild group under UPC 106498 (non-federal funded). Construction start date by VDOT contractor is 7/27/15. Consultant is addressing VDOT final comments on the signal timings. Construction completion date advanced.

00007	HM, PR	Route 7/Route 123 Interchange (Study Only)  Conceptual design and traffic operations study to determine future interchange configuration or at-grade intersection configuration	COUNTY	Study	0.350	0.350	D	Sep-12	TBD
							R	N/A	N/A
	2G40-035-002		C & I		U	N/A	N/A		
					C	N/A	N/A		
PRI	TB								

Ground survey and traffic counts complete. Conducting additional Tysons Consolidated Traffic Impact Analysis (CTIA) simulations to test alternatives. County and VDOT meeting held 2/26/15 to discuss preliminary results and study findings. Four configurations are being advanced for additional modelling: a partial cloverleaf interchange, a partial interchange with an elevated pedestrian plaza, a two-quadrant intersection, and a conventional at-grade intersection. Schedule to be determined once alternatives analysis is complete. Meetings with stakeholders will be held in fall 2015 to review proposed concepts.

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## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00007	PR	Route 7/Spring Hill Road (TMSAMS)  Pedestrian intersection improvements	COUNTY	Construction	0.300	0.300	D	Aug-13	<del>Feb-15</del> May-15
						R	N/A	N/A	
	TMSAMS-113		RSTP, C & I		U	N/A	N/A		
					C	<del>Jun-15</del> Jul-15	<del>Jan-16</del> Sep-15		
PED/ BIKE	SLC								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is to be constructed by VDOT Signal Rebuild group under UPC 106498 (non-federal funded). Construction start date by VDOT contractor is 7/27/15. Consultant is addressing VDOT final comments on the signal timings. Construction completion date advanced.

00007	PR	Route 7/Tyco Road/Westwood Center Drive (TMSAMS) Pedestrian intersection improvements	COUNTY	Construction	0.300	0.300	D	Aug-13	<del>Feb-15</del> May-15
						R	N/A	N/A	
	TMSAMS-114			RSTP, C & I		U	N/A	N/A	
						C	<del>Jun-15</del> Jul-15	<del>Jan-16</del> Sep-15	
PED/ BIKE	SLC								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is to be constructed by VDOT Signal Rebuild group under UPC 106498 (non-federal funded). Construction start date by VDOT contractor is 7/27/15. Consultant is addressing VDOT final comments on the signal timings. Construction completion date advanced.

XXXXX	PR	Scotts Run Walkway (TMSAMS)  Connection through Scotts Run Community Park	FCPA	Design	2.550	2.300	D	Sep-13	<del>Nov-17</del> Oct-17
							R	May-16	<del>Jun-17</del> Feb-17
	TMSAMS-107		RSTP		U	TBD	TBD		
					C	<del>Jan-18</del> May-18	<del>Nov-19</del> Oct-19		
PED/ BIKE	VA								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project MOU agreement has been finalized between FCPA and FCDOT, and received BOS approval on 5/12/15. FCDOT will monitor the schedule as provided by FCPA and coordinate funding through VDOT. Consultant negotiations are in progress. Schedule will be updated after Consultant NTP which is expected in September 2015.

XXXXX	MA, PR	Seven Corners Interchange Improvements  Improvements to existing interchange at Seven Corners to reduce congestion on Route 7, improve access between Seven Corners, Falls Church, and Bailey's Crossroads, and facilitate redevelopment of the area	COUNTY	Project Initiation	TBD	3.000	D	TBD	TBD	
							R	TBD	TBD	
	PRI						U	TBD	TBD	
							C	TBD	TBD	

Partial funding for study and alternatives analysis. Planning level study complete. The Planning Commission public hearing was held in May 2015 and the Planning Commission approved the Comprehensive Plan Amendment on 7/15/15. The Board held a public hearing and approved the plan on 7/28/15. Initiating phasing analysis and funding plan development.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						
07648	PR	Tysons Boulevard/Galleria Drive (DCBPA)  Pedestrian intersection improvements	COUNTY	Design	0.995	0.500	D	Nov-14	<del>Jan-16</del> May-16
								R	<del>Jun-15</del> Sep-15
	PED/BIKE	WPH	DCBPA-068		CMAQ		U	TBD	TBD
			93146				C	<del>Mar-16</del> Jul-16	<del>Aug-16</del> Jan-17
Project was scoped to be completed in two phases. Due to safety concerns of pedestrians crossing at this location to access the new Silver Line Metrorail service, VDOT and county staff agreed to cancel Phase I and expedite Phase II of construction, and VDOT is implementing interim improvements with pavement markings as part of repaving program. Final design is complete. Received approved pavement marking and TMP plan on 7/6/15. ROW package submitted for approval to VDOT on 6/1/15. Schedule adjusted in July due to a change in the required land rights from easements to right-of-way.									

XXXXX	PR	Tysons Pavement Markings (TMSAMS)  Bicycle Master Plan routes in Tysons	COUNTY	Construction	0.015	0.015	D	TBD	TBD
						R	TBD	TBD	
PED/ BIKE	AL			RSTP		U	TBD	TBD	
						C	TBD	TBD	
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Funding provided to add bicycle lanes and markings along existing roadways in the Tysons area and surrounding neighborhoods. Greensboro Drive, Park Run Drive, and Jones Branch Drive completed as part of VDOT 2015 repaving. Westbranch Drive and Westpark Drive currently under construction, with anticipated completion in fall 2015. Additional projects in the area will be coordinated with future VDOT repaving schedule.									

XXXXX	DR, PR	Tysons Wayfinding Signage (TMSAMS)  Throughout Tysons Area	COUNTY	Project Initiation	0.100	0.100	D	<del>TBD</del> Aug-15	<del>TBD</del> Jan-16	
							R	<del>TBD</del> N/A	<del>TBD</del> N/A	
	PED/ BIKE				RSTP		U	<del>TBD</del> N/A	<del>TBD</del> N/A	
							C	<del>TBD</del> Feb-16	<del>TBD</del> Jun-16	
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Funding provided to install wayfinding signage for bicycles in the Tysons area and surrounding neighborhoods. Project is being coordinated with VDOT summer repaving projects that include bike lanes. After bike lane installations are completed, wayfinding signage will be installed throughout Tysons guiding bicyclists to and from the Metrorail stations to the surrounding neighborhoods.										

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Providence District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		Fund Type					
			VDOT UPC No.							
05061	PR	Westpark Drive/Jones Branch Drive (TMSAMS)  Pedestrian intersection improvements	COUNTY	Complete	N/A	N/A	D	N/A	N/A	
							R	N/A	N/A	
PED/BIKE	AL					Developer		U	N/A	N/A
								C	Jan-14	<del>TBD</del> Aug-15
Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is complete.										

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

# Project Status Report

## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00620	BR, SP	Braddock Road/Route 123  Interim improvements: Add dual left turn lanes on Route 123, add through lane and left turn lane on Roanoke River Road, extend turn lanes at Braddock Road and Route 123	COUNTY	Construction	4.500	4.500	D	Jun-10	Jan-15
							R	Nov-13	Apr-14
	R12301A		C & I		U	Apr-14	<del>Aug-14</del> Jul-15		
					C	Feb-15	<del>Mar-16</del> Jul-16		
SEC	WPH								

The project was authorized for construction on 2/26/15. A pre-bid conference was held on 4/1/15. Bids were opened on 4/14/15. Award notification sent to contractor on 6/4/15. Pre-construction meeting held on 7/14/15. NTP issued 7/20/15. Contractor scheduled to mobilized in September. Schedule was adjusted in July because of additional time required to complete the construction contractor selection and award process.

00645	BR, SP	Burke Lake Road/Coffer Woods Road  Pedestrian intersection improvements and extend sidewalk 600 LF	COUNTY	Design	0.904	0.904	D	Aug-13	<del>Apr-15</del> Sep-15
							R	Aug-14	<del>Mar-15</del> Feb-15
	5G25-060-003		2014 Bonds, C & I		U	<del>TBD</del> Sep-15	<del>TBD</del> Jan-16		
					C	<del>Jul-15</del> Oct-15	<del>Oct-15</del> Feb-16		
PED/ BIKE	CL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Final design is complete. Land acquisition completed on 2/6/15. SWM design submitted to LDS for review on 5/18/15. Received comments on 6/22/15. Submitted comment responses on 7/14/15. Detention Exception request submitted to LDS on 7/6/15. Schedule adjusted in July to address LDS review comments and process Detention Exception request. Waiver review is in progress.

00652	SP	Burke Road from Aplomado Drive to Parakeet Drive  Remove the sharp curve on Burke Road to improve safety, including new stream crossing, modifications to Heritage Square Drive alignment, and pedestrian and bicycle facilities	COUNTY	Project Initiation	7.000	7.000	D	TBD	TBD
							R	TBD	TBD
	2G40-087-003		NVTA Local		U	TBD	TBD		
					C	TBD	TBD		
SEC	CL								

Revised scope completed on 5/5/15. Consultant design contract negotiations completed. Schedule to be developed once the project survey is completed which is expected in fall 2015.

00652	SP	Burke Road Lane Diet and On-Road Bike Lanes  Re-striping from Liberty Bell Court to Rolling Road VRE Park-and-Ride Lot, including bicycle signage and access improvements near Liberty Bell Court to improve safety and sight distance	COUNTY	Design	0.040	0.040	D	Jan-15	<del>May-15</del> Jul-15
						R	N/A	N/A	
	5G25-063-004		2014 Bonds		U	N/A	N/A		
					C	TBD	TBD		
PED/ BIKE	AL								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project is part of VDOT 2015 repaving schedule. Design complete. Construction completion anticipated in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00777	SP	Center Road Walkway from West Springfield High School to Garden Road Construct walkway on south side of Center Road	COUNTY	Design	0.800	0.800	D	Dec-14	Feb-17
						R	Apr-16	Oct-16	
PED/BIKE	WPH		ST-000036-006		2014 Bonds		U	TBD	TBD
							C	Apr-17	Dec-17

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Utility designation requested 4/15/15. Reviewing advance copy of Drainage Report and SWM computations sheets submitted on 7/15/15. Intermediate design distributed to VDOT for review 7/27/15.

07735	SP	Fair Lakes Boulevard Walkway from Stringfellow Road to Retail Center Construct walkway on south side of Fair Lakes Boulevard	COUNTY	Design	0.600	0.600	D	<del>TBD</del> Mar-15	<del>TBD</del> May-17
							R	<del>TBD</del> Jun-16	<del>TBD</del> Jan-17
			5G25-060-026		2014 Bonds		U	<del>TBD</del> Feb-17	<del>TBD</del> Sep-17
					C	<del>TBD</del> Jun-17	<del>TBD</del> Mar-18		
PED/BIKE	WPH								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Intermediate design in progress. Additional drainage survey received on 7/7/15. Advance intermediate design plans were received 8/4/15.

00286	BR, DR, HM, SP, SU	Fairfax County Parkway Bicycle Wayfinding Signage  Install bicycle way finding signs along the Fairfax County Parkway and Franconia-Springfield Parkway	COUNTY	Project Initiation	0.080	0.080	D	TBD	TBD
							R	TBD	TBD
OTHER							U	TBD	TBD
							C	TBD	TBD

Scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

00286	SP	Fairfax County Parkway from Route 29 to Braddock Road Add SB auxiliary lane	COUNTY	Design	2.100	1.000	D	Feb-11	<del>Mar-15</del> Aug-15			
							R	Jan-14	Mar-14			
	PRI		SSS		4YP209		2007 Bonds		U	N/A	N/A	
							C	<del>Mar-15</del> Sep-15	<del>Mar-16</del> Jun-16			

Final design resubmitted for review on 4/02/15. Proposed BMP removed because of required revisions to the water quality structure details. Nutrient credits purchased on 4/27/15. Additional VDOT comments received on 6/9/15. Plans revised to address comments which were distributed on 7/17/15. Schedule adjusted in July due to required final design resubmittal to VDOT.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	BR, SP	<b>George Mason University Transit Center</b>	GMU	<b>Design</b>	1.000	1.000	<b>D</b>	TBD	TBD
		Construct transit center with up to 10 bus bays and amenities such as shelters and lighted kiosks					<b>R</b>	TBD	TBD
TRAN	CL						<b>U</b>	TBD	TBD
							<b>C</b>	TBD	TBD

GMU administering the project. Funding and project administration agreement signed 6/5/15. FCDOT staff attending biweekly stakeholders meetings at GMU. Design contract negotiations being finalized. Schedule will be determined once design contract executed which is expected in September 2015. Targeted completion date is fall 2016.

XXXXX	BR, SP	<b>GMU West Campus Bypass (Campus Drive)</b>	GMU	<b>Complete</b>	15.000	15.000	<b>D</b>	Mar-12	Aug-12
		Roadway crossing Route 123 west to Braddock Road					<b>R</b>	N/A	N/A
SEC	WPH						<b>U</b>	Mar-13	Dec-14
							<b>C</b>	Mar-13	<del>May-15</del> Mar-15

Project was substantially completed in March, and the road was open to the public on 4/18/15.

00636	MV, SP	<b>Hooes Road/Newington Forest Ave</b>	COUNTY	<b>Project Initiation</b>	0.200	0.200	<b>D</b>	TBD	TBD
		Intersection improvements and extend sidewalk					<b>R</b>	TBD	TBD
			5G25-060-011				<b>U</b>	TBD	TBD
PED/BIKE	VA						<b>C</b>	TBD	TBD

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in September 2015.

06945	SP	<b>Hunter Village Drive Shoulder Widening</b>	COUNTY	<b>Design</b>	1.600	0.800	<b>D</b>	Feb-10	<del>Apr-15</del> Oct-15
		Add bicycle/pedestrian improvements from Old Keene Mill Road to Painted Daisy Drive					<b>R</b>	Nov-13	Aug-14
			PPTF01-03200				<b>U</b>	Oct-14	Dec-14
PED/BIKE	VA						<b>C</b>	<del>May-15</del> Nov-15	<del>Nov-15</del> Jul-16

Part of the C&I Project Program endorsed by the BOS on 10/19/09. Final design is in progress. Coordination with VDOT on traffic signal analysis is ongoing. Stormwater detention waiver submitted April 2015. Schedule has been adjusted due to delay with review of stormwater management detention waiver.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

I-66	PR, SP, SU	I-66 Active Traffic Management  Improve safety and incident management along I-66 corridor from the D.C. line to Route 29 in Gainesville	VDOT	Construction	38.600	38.600	D	Apr-12	Jan-13	
							R	N/A	N/A	
	INT				Federal		U	N/A	N/A	
			98017				C	<del>Jan-13</del> Feb-13	<del>Jul-15</del> Nov-15	

Design-build project currently under construction. Construction completion delayed due to updated contractor's schedule. Construction is 80% complete.

I-66	PR, SP, SU	I-66 from I-495 Capital Beltway to Route 15 in Haymarket  Preliminary engineering for improvements including general purpose lanes, express lanes, and transit	VDOT	Design	55.656	38.078	D	Jul-14	<del>Dec-15</del> TBD
							R	TBD	TBD
INT					Federal, State, Private	U	TBD	TBD	
			54911			C	TBD	TBD	

Scope includes a combination of concepts identified in the Tier 1 EIS: two Express lanes, three regular lanes, and rapid bus service in addition to other safety and operational improvements. It is evaluating site-specific conditions and potential effects the proposed improvements would have on air quality, noise, neighborhoods, parks, recreation area, historic properties, wetlands, and streams. Environmental public hearing held in May and June 2015. Final environment document to be prepared in late 2015. Design public hearing to be held in 2016. Procurement advertisement issued on 8/31/15 with decision on procurement options and project team to be made in December 2015. Final design completion date will depend on procurement decision. Estimate starting construction in 2017. County staff is providing input on alternatives, and is working with VDOT to minimize ROW requirements and facilitate a parallel trail. Preferred alternative schedule to be released on 9/15/15. Board will be discussing at its Transportation Committee meeting on 10/13/15.

00643	SP	Lee Chapel Road Walkway from Britford Drive to Burke Lake Road  Construct walkway on the west side of Lee Chapel Road from Britford Drive to Burke Lake Road	COUNTY	Design	1.200	1.200	D	<del>TBD</del> Apr-15	<del>TBD</del> Mar-17
						R	<del>TBD</del> Jul-16	<del>TBD</del> Jan-17	
	5G25-060-030		C & I		U	<del>TBD</del> Feb-17	<del>TBD</del> Jul-17		
					C	<del>TBD</del> Apr-17	<del>TBD</del> Dec-17		
PED/ BIKE	WPH								

Conceptual design received on 6/29/15. Supplemental survey requested 6/19/15. Intermediate design in progress. Utility designation received 7/30/15.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00638	SP	Rolling Road from Old Keene Mill Road to Franconia-Springfield Parkway  Widen Rolling Road from 2 to 4 lanes, including shared use path on west side and sidewalk on east side	VDOT	Project Initiation	35.199	3.018	D	TBD	TBD
						R	TBD	TBD	
	SEC		SLC			Secondary, NVTA Regional	U	TBD	TBD
				5559			C	TBD	TBD

Previously funded for design only. Previous public hearing held 6/12/08. VDOT restarting project, including updated survey and traffic analysis. VDOT is updating design and incorporating a narrower cross section. Partially funded for PE only in VDOT Six Year Program. Funding agreement required to transfer project funds to VDOT will be presented to the BOS for consideration on 9/22/15. \$5 million in NVTA regional funding approved on 4/23/15. CTB approved \$10 million in Revenue Sharing funds in June 2015.

00638	SP	Rolling Road Loop Ramp  Additional lane on ramp from Rolling Road to NB Fairfax County Parkway	VDOT	Construction	14.000	14.000	D	Feb-12	Jan-14
							R	N/A	N/A
				RSTP		U	Jun-13	Dec-14	
			100391			C	Feb-14	May-16	
SEC	TB								

Design-build project managed by VDOT. NTP issued to begin design and construction in February 2014. Utility relocation complete. "Pardon Our Dust" meeting held 2/9/15. Construction in progress. Project is 45% complete.

00638	BR, SP	Rolling Road VRE Parking Expansion Study  Study additional parking spaces at Rolling Road VRE Station	COUNTY	Study	1.000	1.000	D	Jul-13	TBD
							R	N/A	N/A
	TRAN		JYR	2G40-055-000		CMAQ	U	N/A	N/A
							C	N/A	N/A

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. An additional investigation regarding the short and long term parking demands was conducted. Based on the results, interim/short term parking solutions are being considered. A draft demand report was submitted on 5/18/15. The preliminary results of the demand study are under review by FCDOT. Following this review, the project scope will be updated in coordination with local supervisors.

00028	SP, SU	Route 28 from Prince William County Line to Route 29 Widen Route 28 from 4 to 6 lanes	FCDOT	Project Initiation	47.350	47.350	D	TBD	TBD
							R	TBD	TBD
	PRI		SLC			NVTA Regional	U	TBD	TBD
					C		TBD	TBD	

Includes intersection improvements and pedestrian and bicycle facilities. Project received \$5 million in NVTA funds in July 2015. Pre-scoping meeting held at VDOT on 7/8/15. Currently initiating field survey and negotiating design contract. Schedule to be determined once design contract executed which expected in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00029	SP	Route 29 Bridge Replacement over Little Rocky Run Replace bridge including approaches from Pickwick Road to Union Mill Road	VDOT	Complete	17.600	14.515	D	Jul-08	Jun-13
						R	Sep-12	May-14	
	PRI		JYR			Federal, State	U	TBD	TBD
				77322			C	Jun-13	Oct-15

Design-build project. Project is 85% complete. Northbound Route 29 was switched onto new bridge on 1/22/15. Southbound Route 29 was switched in March 2015. Work continues on sanitary sewer and storm drainage. Substantial completion on 8/28/15.

00029	BR, SP	Route 29 from Legato Road to Shirley Gate Road  Widen to 3 lanes on NB Route 29 from Legato Road; Intersection improvements at Shirley Gate Road; SB right turn lane from Stevenson Drive to Waples Mill Road	COUNTY	Construction	14.140	14.207	D	Dec-08	Jan-15
							R	Jul-13	Feb-14
	4YP212-0		2007 Bonds, Revenue Sharing, C & I	U	Mar-14	<del>Mar-15</del> Dec-15			
				C	Feb-15	<del>Jun-17</del> Nov-17			
PRI	JYR								

Utility relocation in progress. Pre-construction meeting on 8/18/15. Construction NTP issued on 8/18/15. Construction schedule adjusted to reflect anticipated construction duration of 27 months per construction contract.

00029	SP, SU	Route 29 from Old Centreville Rd/Braddock Rd to Buckley's Gate Dr  Widen Route 29 from 4 to 6 lanes and provide pedestrian facilities on the north side of Route 29	VDOT	Project Initiation	32.700	25.000	D	TBD	TBD
						R	TBD	TBD	
	PRI		MJG			NVTA Regional	U	TBD	TBD
							C	TBD	TBD

Completes widening of Route 29 from Shirley Gate Road to Route 28. Scoping and initial coordination in progress. Did not receive FY2015 - FY2016 NVTa funds, will resubmit for FY2017. VDOT will administer project, and coordination is in progress.

05236	SP	Shiplett Boulevard On-Road Bike Lanes  Provide on-road bicycle lanes on Shiplett Boulevard from Burke Lake Road to Old Keene Mill Road by reducing roadway lane width	COUNTY	Design	0.040	0.040	D	Feb-15	Jul-15
							R	TBD	TBD
	2G40-088-008		C & I	U	TBD	TBD			
				C	TBD	TBD			
PED/ BIKE	VA								

Project identified as part of VDOT 2015 repaving schedule. Construction completion anticipated in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change



## Springfield District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00655	BR, SP	Shirley Gate Road from Braddock Rd to Fairfax County Pw/Popes Head Rd  Extend 4-lane divided Shirley Gate Road from Braddock Road to the Fairfax County Parkway, north of Popes Head Road, including pedestrian and bicycle facilities and access to Patriot Park	VDOT	Project Initiation	39.500	30.000	D	TBD	TBD	
							R	TBD	TBD	
	SEC MQ						U	TBD	TBD	
							C	TBD	TBD	

Planning study in progress. Travel forecasting and stakeholder meetings initiated in spring 2015. Stakeholder recommendation anticipated in fall 2015. Study completion anticipated in fall 2015 with submission for Comprehensive Plan amendment scheduled for fall 2015. Coordination ongoing with Fairfax County Park Authority and Fairfax Water.

00645	SU, SP	Stringfellow Road from Route 50 to Fair Lakes Boulevard Widen to 4 lanes	VDOT	Complete	54.115	56.400	D	Jul-04	Dec-10
							R	Apr-10	Jan-12
	4YP017		2004 & 2007 Bonds, Revenue Sharing, C & I	U	Jul-09	Jul-15			
	60864			C	Jul-12	Jul-15			
SEC	JYR								

Project is complete.

00640	SP	Sydenstricker Road Walkway  Install 1,350 LF asphalt sidewalk along the north side of Sydenstricker Road from Briarcliff Drive to Galgate Drive	COUNTY	Complete	0.550	0.180	D	May-08	Aug-14
						R	Mar-13	Jun-14	
	4YP201-PB021		2007 Bonds		U	Jun-14	<del>Sep-14</del> Mar-15		
					C	Oct-14	<del>Apr-15</del> May-15		
PED/ BIKE	WPH								

Project is part of the Second Four-Year Transportation Plan endorsed by the BOS on 10/15/07. Construction substantially complete on 5/11/15.

XXXXX	SP	West Ox Bus Operations Center - Phase II  Expansion to provide approximately nine maintenance bays, administration offices, locker rooms, storage, and lunch area. Site work will include additional employee parking.	COUNTY	Design	19.550	3.000	D	Dec-13	May-15	
							R	N/A	N/A	
	TRAN DPWES		TF-000003-002		C & I, NVTA Regional		U	Sep-14	Aug-15	
							C	Sep-15	<del>Feb-17</del> Mar-17	

The review of construction documents were completed and returned for correction on 7/15/15. Six contractors have been pre-qualified to bid on the contract. Schedule adjustment to accommodate when the construction funding is available in September 2015. Project received NVTA funding in April 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Project Status Report

### Sully District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00620	SU	Braddock Road Walkway from Calbern Drive to Clubside Lane Construct walkway on the south side of Braddock Road	COUNTY	Project Initiation	0.350	0.350	D	TBD	TBD
							R	TBD	TBD
	5G25-060-022		2014 Bonds		U	TBD	TBD		
					C	TBD	TBD		
PED/BIKE	GA								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

00620	SU	Braddock Road/Pleasant Valley Road Roundabout Reconfigure intersection with a roundabout to reduce congestion and improve traffic flow	VDOT	Construction	4.000	4.070	D	Apr-13	Jun-14	
							R	TBD	TBD	
	SEC				Loudoun County		U	TBD	TBD	
			103318				C	Jul-15	<del>TBD</del> May-16	

Design-build project. CTB approval of contract in June 2014. NTP issued on 7/10/14. Construction start date delayed due to issues related to utility relocations. Construction is 25% complete.

00028	SU	Centreville Road/Machen Road  Pedestrian intersection improvements	VDOT	Construction	0.150	0.150	D	Jan-15	<del>Mar-15</del> Jul-15
							R	N/A	N/A
	5G25-060-013		2014 Bonds		U	N/A	N/A		
	106498				C	<del>Apr-15</del> Aug-15	<del>Jul-15</del> Nov-15		
PED/ BIKE	WPH								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping completed and forwarded to VDOT on 12/19/14. Design complete. Schedule adjusted due to weather conditions during design phase that delayed field survey, and questions regarding sidewalk easement.

00286	BR, DR, HM, SP, SU	Fairfax County Parkway Bicycle Wayfinding Signage Install bicycle way finding signs along the Fairfax County Parkway and Franconia-Springfield Parkway	COUNTY	Project Initiation	0.080	0.080	D	TBD	TBD
							R	TBD	TBD
					U	TBD	TBD		
					C	TBD	TBD		
OTHER	AL								

Scoping and initial coordination in progress. Anticipate completing scoping and forwarding for design in fall 2015.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
~~Jan-01~~ : Indicates Schedule Change

## Sully District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

I-66	SU	I-66 @ Route 28 Interchange Improvements  Modify interchange at I-66 and Route 28 to enhance safety and improve capacity	VDOT	Design	TBD	TBD	D	Jul-13	TBD
						R	TBD	TBD	
	INT		TB			Federal, State	U	TBD	TBD
				103317			C	TBD	TBD

Scope also includes relocation of EC Lawrence Park entrance to Stonecroft Boulevard with new overpass over Route 28 connecting to Poplar Tree Road and Braddock Road/Walney Road/Route 28 intersection improvements. This project has been incorporated into the I-66 corridor improvements project (I-66 from I-495 Capital beltway to route 15 in Haymarket).

I-66	PR, SP, SU	I-66 Active Traffic Management  Improve safety and incident management along I-66 corridor from the D.C. line to Route 29 in Gainesville	VDOT	Construction	38.600	38.600	D	Apr-12	Jan-13	
						R	N/A	N/A		
	INT		SSS			Federal	U	N/A	N/A	
					98017		C	<del>Jan-13</del> Feb-13	<del>Jul-15</del> Nov-15	

Design-build project currently under construction. Construction completion delayed due to updated contractor's schedule. Construction is 80% complete.

I-66	PR, SP, SU	I-66 from I-495 Capital Beltway to Route 15 in Haymarket  Preliminary engineering for improvements including general purpose lanes, express lanes, and transit	VDOT	Design	55.656	38.078	D	Jul-14	<del>Dec-15</del> TBD
						R	TBD	TBD	
INT	SSS				Federal, State, Private	U	TBD	TBD	
			54911			C	TBD	TBD	

Scope includes a combination of concepts identified in the Tier 1 EIS: two Express lanes, three regular lanes, and rapid bus service in addition to other safety and operational improvements. It is evaluating site-specific conditions and potential effects the proposed improvements would have on air quality, noise, neighborhoods, parks, recreation area, historic properties, wetlands, and streams. Environmental public hearing held in May and June 2015. Final environment document to be prepared in late 2015. Design public hearing to be held in 2016. Procurement advertisement issued on 8/31/15 with decision on procurement options and project team to be made in December 2015. Final design completion date will depend on procurement decision. Estimate starting construction in 2017. County staff is providing input on alternatives, and is working with VDOT to minimize ROW requirements and facilitate a parallel trail. Preferred alternative schedule to be released on 9/15/15. Board will be discussing at its Transportation Committee meeting on 10/13/15.

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## Sully District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				
00645	SU	Lees Corner Road Trail  Add 900 LF trail from Lee Jackson Highway to Bokel Drive along west side	COUNTY	Complete	1.415	1.415	D	Apr-10	May-14	
								R	May-12	Aug-12
			PPTF01-03300		C & I			U	Oct-14	Dec-14
PED/BIKE	MJG							C	Jun-14	<del>Aug-15</del> Jul-15

Part of the C&I Project Program endorsed by the BOS on 10/19/09. Construction substantially complete on 7/31/15.

00620	SU	<b>Pleasant Forest Trail from Pleasant Valley Road to Pleasant Forest Drive</b>  Construct asphalt walkway on south side of Braddock Road	VDOT	Design	0.600	0.600	D	Aug-14	<del>TBD</del> Jan-16
							R	N/A	N/A
PED/ BIKE	JYR		2G40-088-013		C & I		U	TBD	TBD
			106581				C	<del>TBD</del> May-16	<del>TBD</del> Nov-16

Project to be built in coordination with the Braddock Road/Pleasant Valley Road Roundabout project, VDOT project No. 103318. Survey is complete. Conceptual design is in progress. VDOT is developing a revised cost estimate and project schedule. A funding agreement between the county and VDOT for design and construction was approved by the Board on 2/17/15. Construction schedule maybe advanced.

00028	SP, SU	Route 28 from Prince William County Line to Route 29 Widen Route 28 from 4 to 6 lanes	FCDOT	Project Initiation	47.350	47.350	D	TBD	TBD
							R	TBD	TBD
			NVTA Regional	U	TBD	TBD			
PRI	SLC				C	TBD	TBD		

Includes intersection improvements and pedestrian and bicycle facilities. Project received \$5 million in NVTA funds in July 2015. Pre-scoping meeting held at VDOT on 7/8/15. Currently initiating field survey and negotiating design contract. Schedule to be determined once design contract executed which expected in fall 2015.

00028	SU	Route 28 Spot Improvements  Widen from 3 to 4 lanes southbound from Dulles Toll Road to Route 50 and northbound from McLearen Road to Dulles Toll Road	VDOT	Construction	55.357	31.100	D	Nov-09	Jan-15	
						R	TBD	TBD		
PRI	SLC					Rt 28 Tax District, NVTA Regional		U	TBD	TBD
			106652, 106655					C	Jan-15	<del>Jun-16</del> May-17

Design-build NTP in January 2015. Groundbreaking ceremony held on 5/11/15. Construction plans currently under VDOT/MWAA review. Expected to start on the ground construction in September 2015 with completion in summer 2017. Corrected construction completion date to match construction contract schedule.

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~~Jan-01~~ : Indicates Schedule Change

## Sully District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date	
Proj Type	FC DOT Staff		FC Project No.		VDOT UPC No.	Fund Type				

00029	SP, SU	Route 29 from Old Centreville Rd/Braddock Rd to Buckley's Gate Dr  Widen Route 29 from 4 to 6 lanes and provide pedestrian facilities on the north side of Route 29	VDOT	Project Initiation	32.700	25.000	D	TBD	TBD	
						R	TBD	TBD		
	PRI				NVTA Regional	U	TBD	TBD		
						C	TBD	TBD		

Completes widening of Route 29 from Shirley Gate Road to Route 28. Scoping and initial coordination in progress. Did not receive FY2015 - FY2016 NVTA funds, will resubmit for FY2017. VDOT will administer project, and coordination is in progress.

00029	SU	Route 29 Trail (proffer)  Missing segments from Stringfellow Road to Prince William County Line	COUNTY	Project Initiation	0.334	0.334	D	TBD	TBD	
							R	TBD	TBD	
	PED/BIKE		AL			Proffer	U	TBD	TBD	
			C	TBD	TBD					

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. FCDOT investigating proffers to determine if project is feasible and if not, how much additional funding will be required. Proffer review completion anticipated in fall 2015.

00050	SU	Route 50 from Route 28 to Poland Road (Loudoun Co) Widen to 6 lanes and provide pedestrian facilities	VDOT	Construction	94.912	94.912	D	2006	Jan-12
						R	Nov-11	TBD	
	PRI		WPH			Primary, RSTP, Proffers	U	Jun-12	Nov-13
				68757			C	Mar-11	Nov-15

Design-build project. Construction is 85% complete. All three through lanes open in both directions. All lanes are opened to traffic. Substantial completion expected in late 2015.

00050	SU	Route 50 Trail from West Ox Road to East of Lee Road Complete missing segments	COUNTY	Project Initiation	1.400	1.400	D	TBD	TBD
							R	TBD	TBD
			2014 Bonds	U	TBD	TBD			
				C	TBD	TBD			
PED/BIKE	TBD								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

**Phase Key:** D=Design; R=Right-of-Way Acquisition; U=Utility Relocation; C=Construction(includes pre-ad, bid ad, and contract award)  
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## Sully District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

00050	SU	Route 50/Sullyfield Circle/Centerview Drive  Pedestrian intersection improvements	VDOT	Construction	0.251	0.200	D	Jan-15	<del>Mar-15</del> Jul-15
							R	N/A	N/A
	5G25-060-012		2014 Bonds		U	N/A	N/A		
	106498				C	<del>Apr-15</del> Jul-15	<del>Jul-15</del> Oct-15		
PED/ BIKE	WPH								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Project scoping completed and forwarded to VDOT on 12/19/14. Design complete. Schedule adjusted due to weather conditions during design phase that delayed field survey, and questions regarding sidewalk easement.

00750	SU	Rugby Road Walkway from Misty Creek Lane to Alder Woods Drive  Construct walkway on west side of Rugby Road	COUNTY	Design	0.300	0.300	D	<del>TBD</del> Mar-15	<del>TBD</del> Oct-16
							R	<del>TBD</del> Jan-16	<del>TBD</del> Jul-16
			5G25-060-037		2014 Bonds		U	<del>TBD</del> Jul-16	<del>TBD</del> Oct-16
					C	<del>TBD</del> Nov-16	<del>TBD</del> Aug-17		
PED/BIKE	WPH								

Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Intermediate design submitted 7/6/15, and is under review.

08460	SU	Stonecroft Boulevard Widening  Developer project to widen Stonecroft Boulevard to 6 lanes from Conference Center Drive to Westfields Boulevard (County responsible for 800-ft section in front of the Sully District Govt. Center)	COUNTY	Construction	0.650	0.500	D	Aug-05	TBD
							R	Apr-07	Jan-08
	009217		Developer		U	TBD	TBD		
					C	<del>Nov-14</del> TBD	<del>Sep-15</del> TBD		
SEC	DPWES								

Construction to be managed by developer. Developer is finalizing agreement and cash bonding option with Marriott. WBOA finalizing utilizing bond money with the county. County Bonds and Agreements package approved. The completion date was changed to TBD in June 2015 due to ongoing issues the developer is having moving the project to construction. Outstanding issues include modified escrow agreement with VDOT, final VDOT approval, and availability of contractor to perform the work.

00645	SU, SP	Stringfellow Road from Route 50 to Fair Lakes Boulevard Widen to 4 lanes	VDOT	Complete	54.115	56.400	D	Jul-04	Dec-10
							R	Apr-10	Jan-12
SEC			4YP017		2004 & 2007 Bonds, Revenue Sharing, C & I		U	Jul-09	Jul-15
			60864				C	Jul-12	Jul-15

Project is complete.

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## Sully District

Route No.	District	Project Name and Description	Lead Agency	Overall Status	Total Proj Est (Mil \$)	Avail Funds (Mil \$)	Phase	Start Date	End Date
Proj Type	FC DOT Staff		FC Project No.		Fund Type				
			VDOT UPC No.						

XXXXX	SU	<b>Stringfellow Road Park-and-Ride Lot Expansion and Bus Transfer Facility</b> Construct an additional 300 spaces, 3 additional bus bays (total of 6), and a transit center facility with bicycle facilities	COUNTY	Construction	7.189	7.189	D	Jun-10	Aug-14	
							R	Nov-12	Oct-13	
	TRAN		SLC	4YP217		2007 Bonds, C & I, Stormwater		U	Mar-15	Dec-15
				90385				C	<del>Sep-14</del> Aug-14	<del>Dec-15</del> Feb-16

Construction contract awarded and NTP issued March 2015. The first phase parking expansion is almost ready for paving and is scheduled to be complete in October. The second phase with the building and additional bus shelters is scheduled to complete in February 2016. Schedule adjusted because of additional time required to address funding shortfall between the engineer's estimate and the lowest responsive bid. Shortfall was resolved through a combination of cost reductions and additional funding. Corrected construction start date.

00657	SU	<b>Walney Road Widening and Bridge Replacement</b> Reconstruct bridge over Flatlick Branch, including approaches; Widen 0.4 miles south to Willard Road	VDOT	Construction	16.208	16.208	D	Jan-08	Dec-13
							R	Aug-14	<del>Aug-15</del> Jun-15
			82214		Secondary, RSTP		U	Dec-14	<del>Apr-15</del> Sep-15
							C	Feb-14	Dec-15

Design-build project. Board of Supervisors approved \$1 million in Regional Surface Transportation Program (RSTP) funding to be transferred to this project. Utility relocation work started. Land acquisition is complete. Utility relocation delayed due to issue with fiber optic line relocation that has been resolved.

00608	SU	West Ox Road Trail  Missing segments from Penderbrook Road to Route 50	COUNTY	Project Initiation	1.000	1.000	D	TBD	TBD
							R	TBD	TBD
	5G25-063-005		2014 Bonds	U	TBD	TBD			
				C	TBD	TBD			
PED/BIKE	MQ								

Project is part of the Third Four-Year Transportation Program approved by the BOS on 7/10/12. Project is included in the 2014 Transportation Bond Referendum which voters approved in November 2014. Anticipate starting scoping and initial coordination in winter 2016.

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Department of Transportation  
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Board Agenda Item  
September 22, 2015

11:00 a.m.

Matters Presented by Board Members

11:50 a.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
  - (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
  - (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
- 
- 1. *Eric S. Clark v. The County of Fairfax, Virginia, John H. Kim, T. B. Smith, and John Spata*, Case No. 15-1705 (U.S. Ct. of App. for the Fourth Cir.)
  - 2. *Christopher Alipui v. Biggs J. Byerson, John Doe (White Male Officer), John Doe (White Male Officer), John Doe (Duty Sergeant), John Doe (Lady Detective)*, Case No. 15-7019 (U.S. Ct. of App. for the Fourth Cir.)
  - 3. *Michael Moravitz v. Officer Richard Anderson*, Case No. 1:15-cv-506 (E.D. Va.)
  - 4. *William Alfred Roberts, Jr. v. County of Fairfax, Virginia, City of Fairfax, Virginia, City of Falls Church, Virginia*, Case No. 1:14-cv-1337 (E.D. Va.)
  - 5. *Quan Ho v. Fairfax County, Virginia, Stacey Kincaid, Stan Barry, Ayuhan Vaanjilhorov, David M. Rohrer, John Does 1-3, Jane Does 1-3, John Roes 1-3, and Jane Roes 1-3*, Case No. 1:15-cv-483 (E.D. Va.)
  - 6. *Gregory Shawn Mercer v. Fairfax County Child Protective Services, Alicia Wasklewics, Tanya E. Powers, Fairfax County Department of Code Compliance, Elizabeth Perry, Jack Blair, LaTycia Tanks, Kerry S. Allander, Kenneth S. Houtz, Kathleen H. MacKay, Walter S. Felton, Jr., Larry G. Elder, Elizabeth A. McClanahan, Leroy R. Hassell, Sr., Barbara M. Keenan, Lawrence L. Koontz, Donald W. Lemons, Leroy F. Millette, S. Bernard Goodwyn, and Cynthia D. Kinser*, Case No. 1:15-cv-302 (E.D. Va.) (Providence District)
  - 7. *Francis Philip Wiafe v. OFC G.S Roberts # 315348*, Case No. CL-2015-0005874 (Fx. Co. Cir. Ct.)
  - 8. *Francis Philip Wiafe v. Bruce Patrick*, Case No. CL-2015-0006119 (Fx. Co. Cir. Ct.)

9. *Harrison Neal v. Fairfax County Police Department and Colonel Edwin C. Roessler, Jr.*, Case No. CL-2015-0005902 (Fx. Co. Cir. Ct.)
10. *Gary S. Pisner v. Fairfax County Board of Zoning Appeals*, Case No. CL-2012-0018994 (Fx. Co. Cir. Ct.) (Springfield District)
11. In Re: November 4, 2014, Decision of the Fairfax County Board of Zoning Appeals; Case No. CL-2014-015073 (Fx. Co. Cir. Ct.) (Providence District)
12. *Betty Whilden v. Juan Romero and County of Fairfax*, Case No. CL-2015-0004778 (Fx. Co. Cir. Ct.)
13. *Huixuan Zhou v. Jennifer Hugel*, Case No. CL-2015-0009225 (Fx. Co. Cir. Ct.)
14. *Amy Marshall v. Damien Cichocki*, Case No. CL-2015-0009608 (Fx. Co. Cir. Ct.)
15. *Sharon Messina v. Adam Nicholas Thomas*, Case No. CL-2015-0010574 (Fx. Co. Cir. Ct.)
16. *Virginia Ann Brown v. County of Fairfax, Brian Joseph Byerson, Delvine John Egan, John Doe, and H & R Transport, Ltd.*, Case No. CL13008303-00 (Pr. Wm. Co. Cir. Ct.)
17. *Sunhae Ok, individually and as parent and next friend of J.O. and J.Y.O. v. Stephen Thomas and Fairfax County*, Case No. GV15-001423 (Fx. Co. Gen. Dist. Ct.)
18. *Lauren Brown v. Dinh Tuong Tran*, Case No. GV15-002233 (Fx. Co. Gen. Dist. Ct.)
19. *Ingrid Vasquez Sunun v. Ligia Gonzalez and Office I. Letorrie [sic]*, Case No. GV15-000424 (Fx. Co. Gen. Dist. Ct.)
20. *Huixuan Zhou v. Matthew Marcialis*, Case No. GV15014315-00 (Fx. Co. Gen. Dist. Ct.)
21. Resolution of Potential Litigation Regarding Construction of the West Ox Animal Shelter
22. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Young Bong Cho and Yung Soo Cho*, Case No. CL-2014-0012410 (Fx. Co. Cir. Ct.) (Springfield District)

Board Agenda Item  
September 22, 2015  
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23. *Eileen M. McLane, Fairfax County Zoning Administrator v. Mohammed J. Abdlaez, Case No. CL-2008-0006965 (Fx. Co. Cir. Ct.) (Mason District)*
24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Chom Sun Cholihan, Case No. CL-2013-0012453 (Fx. Co. Cir. Ct.) (Sully District)*
25. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Janak R. Sachdev and Neelam Sachdev, Case No. CL-2014-0010732 (Fx. Co. Cir. Ct.) (Mount Vernon District)*
26. *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services and Brian J. Foley, Fairfax County Building Official v. David J. Laux and Tara K. Laux, a/k/a Tara K. Long, Case No. CL-2015-0007970 (Fx. Co. Cir. Ct.) (Mason District)*
27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lucia O. Palacio, Case No. CL-2014-0001444 (Fx. Co. Cir. Ct.) (Providence District)*
28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tuan Huy Thai Ha and Trang Thuy T. Pho, Case No. CL-2009-0010199 (Fx. Co. Cir. Ct.) (Mason District)*
29. *Eileen M. McLane, Fairfax County Zoning Administrator v. Ngoc Bich Thi Phung, Case No. CL-2012-0005499 (Fx. Co. Cir. Ct.) (Lee District)*
30. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Zina Theresa Bleck, Case No. CL-2015-0000047 (Fx. Co. Cir. Ct.) (Hunter Mill District)*
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Paul Chau, Case No. CL-2014-0011502 (Fx. Co. Cir. Ct.) (Lee District)*
32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ana Caballero, Case No. CL-2014-0014446 (Fx. Co. Cir. Ct.) (Providence District)*
33. *Leslie B. Johnson, Fairfax County Zoning Administrator v. James G. Miller, Trustee of the James G. Miller Living Trust, and Atlantic Construction Fabrics, Inc., Case No. CL-2009-0002430 (Fx. Co. Cir. Ct.) (Sully District)*
34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven C. Bryant, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)*
35. *Board of Supervisors of Fairfax County and James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. David J. Laux and Tara K. Laux, a/k/a Tara K. Long, Record No. 150472 (Va. Sup. Ct.) (Mason District)*

36. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Jose S. Portillo and Francisca E. Portillo*, Case No. CL-2014-0016150 (Fx. Co. Cir. Ct.) (Providence District)
37. *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)
38. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Jorge Alberto Broide*, Case No. CL-2010-0017885 (Fx. Co. Cir. Ct.) (Providence District)
39. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Fairfax Court Limited Partnership and Sangria Café, Inc.*, Case No. CL-2014-0011240 (Fx. Co. Cir. Ct.) (Braddock District)
40. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Beatrice C. Garcia*, Case No. CL-2014-0015518 (Fx. Co. Cir. Ct.) (Sully District)
41. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mohsen N. Raeisinia and Susan Nourbakhsh*, Case No. CL-2015-08353 (Fx. Co. Cir. Ct.) (Dranesville District)
42. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Philip W. Bradbury*, Case No. CL-2015-0008844 (Fx. Co. Cir. Ct.) (Mount Vernon District)
43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Farah F. Devlin*, Case No. CL-2015-0009304 (Fx. Co. Cir. Ct.) (Providence District)
44. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Bogle Telegraph Road Associates, LP, and Reserved Barking, LLC*, Case No. CL-2015-00009594 (Fx. Co. Cir. Ct.) (Lee District)
45. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mohammad Ali*, Case No. CL-2015-0009648 (Fx. Co. Cir. Ct.) (Dranesville District)
46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. BX Auto Center, LLC*, Case No. CL-2015-00009727 (Fx. Co. Cir. Ct.) (Mason District)

47. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ngoc Mai Truong Nguyen and Tony Nguyen*, Case No. CL-2015-0016150 (Fx. Co. Cir. Ct.) (Dranesville District)
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose S. Portillo and Francisca E. Portillo*, Case No. CL-2015-0010341 (Fx. Co. Cir. Ct.) (Providence District)
49. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Charles Yeh and Mary Yeh*, Case No. CL-2015-0010512 (Fx. Co. Cir. Ct.) (Dranesville District)
50. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Fang Yu Zheng and Dun C. Lin*, Case No. CL-2015-0010513 (Fx. Co. Cir. Ct.) (Providence District)
51. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Adina Gurbutwal*, Case No. CL-2015-0010657 (Fx. Co. Cir. Ct.) (Springfield District)
52. *Board of Supervisors of Fairfax County, Virginia, and James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. Mary C. Muldoon and Michael G. Muldoon*, Case No. CL-2015-0010655 (Fx. Co. Cir. Ct.) (Springfield District)
53. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Dewey L. Newman and Bobbie R. Newman*, Case No. CL-2015-010812 (Fx. Co. Cir. Ct.) (Hunter Mill District)
54. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. John R. Ross, III, and Alice W. Ross*, Case No. CL-2015-0011118 (Fx. Co. Cir. Ct.) (Hunter Mill District)
55. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Raleigh W. Knight and Joyce M. Knight*, Case No. CL-2015-0011438 (Fx. Co. Cir. Ct.) (Providence District)
56. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. A. Brian Bartlett*, Case No. CL-2015-0011709 (Fx. Co. Cir. Ct.) (Providence District)
57. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Chanwit Uriyapongsan and Panta Chokratana Charoen*, Case No. GV15-011542 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

Board Agenda Item  
September 22, 2015  
Page 6

58. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Gurpreet Kaur*, Case No. GV15-011678 (Fx. Co. Gen. Dist. Ct.) (Mason District)
59. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Luba Morales, Jose Luis Astorga, and Maria Valentina Castro Quiroz*, Case No. GV15-013927 (Fx. Co. Gen. Dist. Ct.) (Lee District)
60. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Luba Morales, Jose Luis Astorga, and Maria Valentina Castro Quiroz*, Case No. GV15-013927 (Fx. Co. Gen. Dist. Ct.) (Lee District)
61. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Fort Dade, LLC*, Case No. GV15-011105 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
62. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Fort Dade, LLC*, Case No. GV15-011106 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
63. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lloyd G. Strickland*, Case Nos. GV15-014264 and GV15-014291 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
64. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hanh T. Huynh and Sinh Nhan Ha*, Case No. GV15-001679 (Fx. Co. Gen. Dist. Ct.) (Mason District)
65. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Pierre Doose Eicher and Pamela J. Eicher*, Case No. GV15-001893 (Fx. Co. Gen. Dist. Ct.) (Providence District)
66. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ashley Yuan*, Case No. GV15-005835 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
67. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Joseph G. Seeber and Francine B. Seeber*, Case No. GV15-015624 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
68. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Joshua S. Mason*, Case No. GV15-015623 (Fx. Co. Gen. Dist. Ct.) (Lee District)
69. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Barbara A. Rojas*, Case No. GV15-011749 (Fx. Co. Gen. Dist. Ct.) (Lee District)
70. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phuong M. La*, Case Nos. GV15-014202 and GV15-014203 (Fx. Co. Gen. Dist. Ct.) (Providence District)

- 71. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edgar Gramajo and Miryam Gramajo*, Case No. GV15-014952 (Fx. Co. Gen. Dist. Ct.) (Lee District)
- 72. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Jubilo Incorporated*, Case No. GV15-015625 (Fx. Co. Gen. Dist. Ct.) (Sully District)
- 73. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ali Alahmed and Nadejada Nikiforova*, Case No. GV15-016183 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
- 74. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Milton H. Hamilton, Jr., and Courtenay B. Hamilton*, Case No. GV15-017152 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
- 75. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Gilbert L. Southworth Jr.*, Case No. GV15-016109 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

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Board Agenda Item  
September 22, 2015

3:00 p.m.

Decision Only on SE 2014-MV-073 (Superior Concrete Materials, Inc.) to Permit a Concrete Mixing and Batching Plant with Storage and Accessory Uses and an Increase in Building Height from 75.0 Feet up to a Maximum of 85.0 Feet, Located on Approximately 2.00 Acres of Land Zoned I-6 (Mount Vernon District)

This property is located at 8420 Terminal Road Lorton, 22079. Tax Map 99-3 ((1)) 16A.

The Board of Supervisors deferred decision only from the July 28, 2015 meeting to September 22, 2015, at 3:00 p.m.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, June 17, 2015, the Planning Commission voted 9-0-1 (Commissioner de la Fe abstained from the vote and Commissioners Lawrence and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-MV-073, subject to the Development Conditions dated June 4, 2015

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4488466.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),  
Mary Ann Tsai, Planner, DPZ

SE 2014-MV-073 – SUPERIOR CONCRETE MATERIALS INC.

Decision Only During Commission Matters  
(Public Hearing held on June 10, 2015)

Commissioner Flanagan: Yes, I have a decision only for this evening. It's SE 2014-MV-073, Superior Concrete Materials Incorporated. On June 10, the Commission heard testimony regarding a proposed concrete batching facility on Terminal Road where it intersects with the Fairfax County Parkway in Lorton. During the hearing, the applicant proposed an additional Condition 19 that would prohibit concrete delivery and material trucks from using Lorton Road. Testimony confirmed that staff, the Commission, and the Board of Supervisors have approved conditions that prohibit trucks from using a portion of Lorton Road between Richmond Highway and Furnace Road. Staff, however, stated that they did not recommend the addition of the condition proposed by Superior Concrete and the Commission deferred a decision until tonight to allow Superior to consider revisions of their Condition 19 and also using a suggested side-agreement between Superior and the Lorton neighborhood instead. I have since worked – well – since last Thursday – with the Lorton neighborhood associations and Superior on both options. Since – and I am pleased to report that Superior has provided a revised Condition 19 and a side-agreement, either of which are acceptable to Superior, the Lorton neighborhood, and me. The revised Superior Condition 19 option would now only prohibit Superior trucks from using that portion of Lorton Road in the same way as previously approved by staff on other SE applications. The side-agreement option between Superior and the Lorton community would do the same, but be less bureaucratic, faster, and easier to enforce without the use of police. It is based upon an agreement between the Luck Stone Quarry in Sully District and adjacent communities that prohibited quarry truck drivers from using local roads, such as Pleasant Valley, Stone, and Old Post Office Roads, before such routes were posted by VDOT with “through-truck prohibited” signs. The prior Luck Stone agreement – and now VDOT signs – benefit adjacent neighborhoods, including the homes of Commissioners Hart and Litzenberger. Therefore, Mr. Chairman, I request that the applicant confirm for the record, their agreement to the proposed development conditions without a Condition 19 and dated June 4, 2015.

Chairman Murphy: Mr. Painter.

Andrew Painter, Applicant's Agent, Walsh, Colucci, Lubeley & Walsh, PC: Good evening, Mr. Chairman – Commissioner Flanagan. My name is Andrew Painter, for the record, with the law firm Walsh Colucci. For the record, we have read, understand, and agree to the conditions of approval without Condition 19.

Commissioner Flanagan: And you have given the community a side-agreement, I understand, also as well. Is that right?

Mr. Painter: We have – dated June 16<sup>th</sup> – that's correct.

Commissioner Flanagan: And they've agreed to that?

Mr. Painter: Correct.

Commissioner Flanagan: Okay. Therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-MV-073, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JUNE 4, 2015.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-MV-073, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Abstain – not present.

Chairman Murphy: Mr. de la Fe abstains – not present for the public hearing. Thank you, Mr. Painter.

Mr. Painter: Thank you.

//

(The motion carried by a vote of 9-0-1. Commissioner de la Fe abstained. Commissioners Lawrence and Sargeant were absent from the meeting.)

JLC

**To Be Deferred**

Board Agenda Item  
September 22, 2015

3:00 p.m.

Public Hearing on SE 2015-MV-003 (First Years Learning Center LLC / Claudia Tramontana) to Permit a Home Child Care Facility, Located on Approximately 10,488 Square Feet of Land Zoned PDH-2 (Mount Vernon District)

This property is located at 6614 Winstead Manor Court, Lorton, 22079. Tax Map 99-2 ((17)) 34.

On June 23, 2015, the Board of Supervisors deferred this public hearing to July 28, 2015, at 3:00 p.m.; at which time it was deferred again to September 22, 2015 at 3:00 p.m.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 22, 2015, the Planning Commission voted 10-0 (Commissioners Lawrence and Migliaccio were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-MV-003, subject to the development conditions dated July 21, 2015.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4488469.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Mary Ann Tsai, Planner, DPZ

SE 2015-MV-003 - FIRST YEARS LEARNING CENTER LLC/CLAUDIA TRAMONTANA

During Commission Matters

Commissioner Flanagan: Mr. Chairman. I have a decision only tonight, SE 2015-MV-003 First Years Learning Center, and I request that the applicant, come forward to the lectern and confirm for the record, agreement to the proposed development conditions now dated July 21, 2015, with two changes – recent changes - to the conditions and with the inclusion of the following language to condition one, which restricts the special exception approval to the applicant only. Do you agree with the conditions?

Lawrence McClafferty, Applicant's Agent, McCandlish & Lillard, PC: Mr. Flanagan and Mr. Chairman and members of the Commission, we hereby agree with that additional condition.

Commissioner Flanagan: Thank you.

Chairman Murphy: Sir, identify yourself for the record please, just to make it –

Mr. McClafferty: Lawrence McClafferty, of McCandlish & Lillard, here on behalf of the applicant, First Years Learning Center, LLC and Claudia Tramontana.

Chairman Murphy: Thank you very much, Mr. Flanagan.

Commissioner Flanagan: The conditions, are we on – verbatim?

Chairman Murphy: Yes.

Commissioner Flanagan: - okay, the conditions, number one that I refer to, was passed out to all the Commissioners in the handouts so you should all have that text, I will repeat it here. But based upon public testimony not previously available to staff and the applicant's willingness to achieve neighborhood harmony by amending staff's conditions so as to improve pipestem traffic and parking by eventually reducing the number of children on the site from 12 to 9. Second, improve playground safety by adding play equipment ground cover and fencing as recommended by Commissioners Strandlie and Hedetniemi and limiting the SE to the applicant rather than the site, as we are doing this evening. I therefore Mr. Chairman, MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2015-MV-003, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED JULY 21, 2015.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger.

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Is there a discussion of the motion?

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: I was not present for the public hearing however, I have reviewed the information and also the video recording of the public testimony and I intend to vote.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2015-MV-003, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 10-0. Commissioner Lawrence and Migliaccio absent from the meeting.)

TMW

Board Agenda Item  
September 22, 2015

3:30 p.m.

Public Hearing on Agreement to Adjust the Common Boundary of the Town of Herndon and Fairfax County and to Approve the Filing of a Civil Action to Seek Judicial Approval of the Agreement (Dranesville District)

ISSUE:

Public hearing to consider approval of an agreement for a voluntary boundary line adjustment between the Board of Supervisors and the Town of Herndon to incorporate into the Town the land owned by Mark A. Carolla and Leeann P. Carolla located at 1322 Monroe Street.

The Board of Supervisors will consider approving the filing of a civil action to seek judicial approval of such Agreement.

The Board will further consider approving a resolution to authorize and approve the execution of the Agreement, filing of the civil action and completion of other actions to effectuate the boundary line adjustment.

RECOMMENDATION:

The County Executive recommends that the Board approve an agreement between the Board of Supervisors of Fairfax County and the Town of Herndon for a voluntary boundary line adjustment to incorporate into the Town of Herndon the land owned by Mark A. Carolla and Leeann P. Carolla located at 1322 Monroe Street, as provided in the agreement set forth in Attachment 2 ("the Agreement"), and authorize the Chairman of the Board of Supervisors to execute the Agreement and any other instruments necessary or convenient to evidence or effectuate this contract.

The County Executive recommends that the Board of Supervisors authorize the County Executive and the County Attorney to conclude the transactions represented by this Agreement through the filing and conduct of a civil action in the Circuit Court of Fairfax County and the completion of subsequent administrative steps to effectuate the boundary line adjustment.

The County Executive further recommends that the Board of Supervisors approve the Resolution provided herein as Attachment 3.

TIMING:

On July 28, 2015, the Board authorized a public hearing on September 22, 2015, to consider approval of an agreement to adjust the common boundary of the Town of Herndon and Fairfax County to incorporate the property located at 1322 Monroe Street into the Town and described in Attachment 1.

Board Agenda Item  
September 22, 2015

BACKGROUND:

The Town of Herndon ("Town") has proposed a voluntary boundary line adjustment to incorporate a parcel of land improved by one single family residence into the Town. The Agreement which adjusts the common boundary of the Town of Herndon and Fairfax County is set forth in Attachment 2. After conducting a public hearing on August 11, 2015, the Town authorized the Town Mayor and Town Attorney to conclude the transactions represented by this agreement.

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

In accordance with Va. Code Ann. § 15.2-3108, after a public hearing on the agreement and approval by each jurisdiction, the localities must petition the Circuit Court for entry of an order establishing the new boundary line. Under the terms of the Agreement, the Town is responsible for the costs of all engineering work, advertising costs and other incidental costs of implementing the Agreement. Each party is responsible for its own attorney's fees.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map

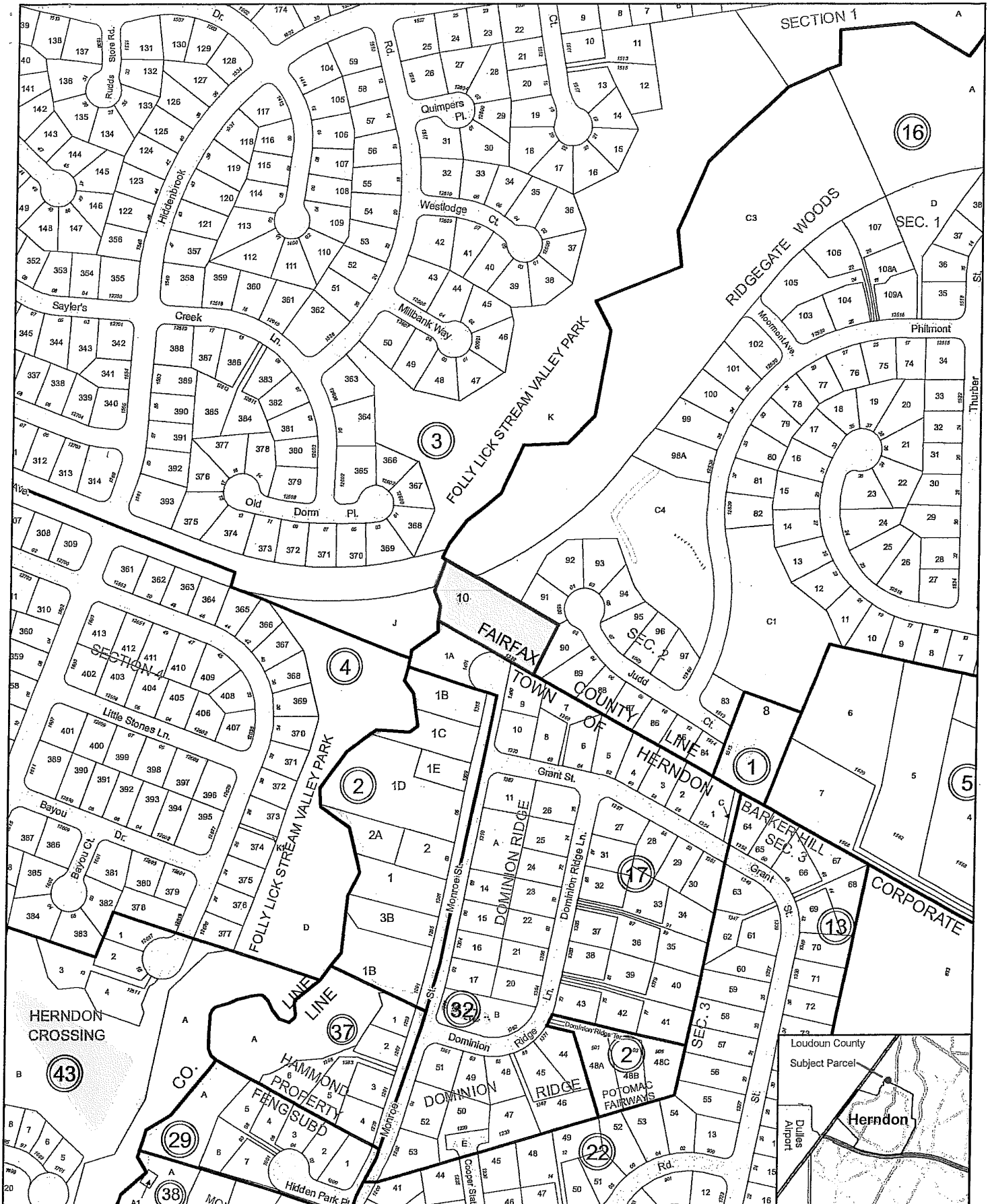
Attachment 2 – Agreement between the Board of Supervisors and the Town of Herndon

Attachment 3 – County Resolution

STAFF:

Gail P. Langham, Deputy County Attorney





 Subject Property

 Park Land

**1322 Monroe St**

Parcel ID 0102 01 0010

**ATTACHMENT 1**



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

## **AGREEMENT**

This Agreement dated August 11, 2015, for identification purposes, between the Board of Supervisors of Fairfax County, Virginia (Board) and the Town of Herndon, Virginia (Town).

### **Provides**

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

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

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

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

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

**OFFICE OF THE TOWN ATTORNEY**

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

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

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

1. The real estate is amended as set forth in the metes and bounds description set forth in Exhibit B (“the Metes and Bounds Description”) and by the above-referenced plat dated July 9, 2015 prepared by Burgess & Niple (“the Plat”) and attached as Exhibit A. Effective January 1, 2016 and beyond, under the authority of § 15.2-3106, Code of Virginia (1950), as amended, the real estate is incorporated into the Town and the boundary of the Town is amended as described in this Agreement, upon compliance with the procedural terms of this Agreement. Compliance shall be evidenced by the issuance under § 15.2-3106, Code of Virginia of the order of the Circuit Court of Fairfax County approving this Agreement. The Town’s boundaries, as shown in the Metes and Bounds Description and on the Plat, are enlarged accordingly. Except for the incorporation of the real estate into the Town, this Agreement shall not in any way affect or diminish the geographic or other attributes of Fairfax County or of the Board.

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

**OFFICE OF THE TOWN ATTORNEY**

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

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

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

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

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

#### **OFFICE OF THE TOWN ATTORNEY**

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

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

Board of Supervisors of Fairfax  
County, Virginia

By \_\_\_\_\_  
Sharon Bulova, Chairman

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
County Attorney

**OFFICE OF THE TOWN ATTORNEY**

Town of Herndon, Virginia

By \_\_\_\_\_  
Lisa C. Merkel, Mayor

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

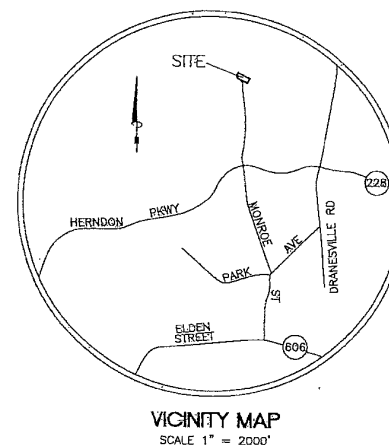
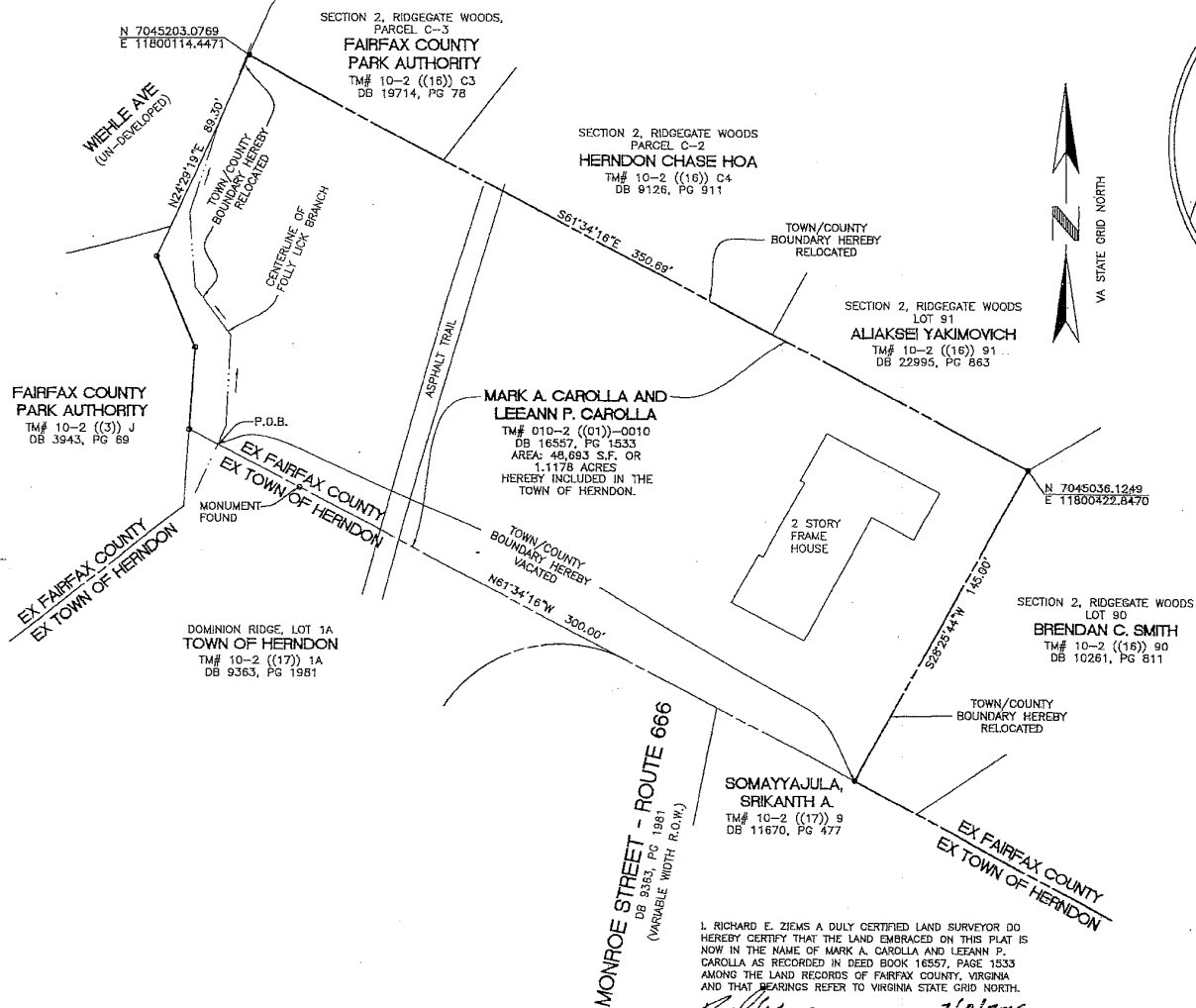
Approved as to form:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mark A. Carolla

\_\_\_\_\_  
Leeann P. Carolla

**OFFICE OF THE TOWN ATTORNEY**

**BURGESS & NIPLE**

7/9/2015	FAIRFAX COUNTY COMMENTS	TG
DATE	DESCRIPTION	BY
REVISIONS		

1. RICHARD E. ZIEMS A DULY CERTIFIED LAND SURVEYOR DO  
HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS PLAT IS  
NOW IN THE NAME OF MARK A. CAROLLA AND LEEANN P.  
CAROLLA AS RECORDED IN DEED BOOK 16557, PAGE 1333  
AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA  
AND THAT ~~THE~~ BEARINGS REFER TO VIRGINIA STATE GRID NORTH.

Richard E. Ziem 7/9/2016  
RICHARD E. ZIEMS # 2077 DATE



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

TOWN OF HERNDON  
FAIRFAX COUNTY, VIRGINIA  
SCALE: 1" = 30' MARCH 27, 2015

BURGESS & NIPLE  
4160 PLEASANT VALLEY ROAD, CHANTILLY, VA 20151-1226 (703) 631-9630  
DULLES, WOODBRIDGE, VIRGINIA BEACH & RICHMOND, VIRGINIA  
ROCKVILLE, MARYLAND

WO: 53962 SHEET 1 OF 1 A-4883

Exhibit A

Metes and Bounds Description of  
BOUNDARY LINE ADJUSTMENT  
BETWEEN  
THE TOWN OF HERNDON AND FAIRFAX COUNTY, VIRGINIA

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

N04°10'36"E 33.46'

N22°03'57"W 39.93'

N24°29'19"E 89.30' to a point, thence;

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

S28°25'44"W 145.00' with the West line of Brendan C. Smith Property to a point on the North line of the Srikanth A. Somayyajula Property and returning to the existing Town of Herndon Municipal Boundary, now including all of the property described by deed recorded at deed book 16557, page 1533 within the Town of Herndon boundary.

**Exhibit B**



## RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, September 22, 2015, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the Town of Herndon has proposed a voluntary boundary line adjustment to incorporate into the Town ("Town") a parcel of land improved by one single family residence owned by Mark A. Carolla and Leeann P. Corolla, located at 1322 Monroe Street; and

**WHEREAS**, because of the unique practical and physical factors related to the property, the property receives water, refuse, recycling, and public street snow removal and waste removal services from the Town; and

**WHEREAS**, incorporation of the property into the Town is requested so that the boundaries of the property are aligned with the provision of services provided by the Town and the County;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Fairfax County, Virginia, as follows:

**Section 1.** The agreement between the Board of Supervisors of Fairfax County and the Town of Herndon for a voluntary boundary line adjustment to incorporate into the Town the land owned by Mark A. Carolla and Leeann P. Carolla, located at 1322 Monroe Street, as presented to this meeting ("Agreement") is approved; and

**Section 2.** The Chairman of the Board of Supervisors is authorized and directed to execute the Agreement and any other instruments necessary or convenient to evidence or effectuate this contract; and

**Section 3.** The County Executive and the County Attorney are authorized and directed to conclude the transactions represented by this Agreement through the filing and conduct of a civil action in the Circuit Court of Fairfax County and the completion of subsequent administrative steps to effectuate the boundary line adjustment.

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

Board Agenda Item  
September 22, 2015

3:30 p.m.

Public Hearing on SE 2014-MV-074 (Carla McNeil Seay / Carla's WeeCare Home Daycare) to Permit a Home Child Care Facility, Located on Approximately 16,130 Square Feet of Land Zoned PDH-3 (Mount Vernon District)

This property is located at 8045 Winding Way Court, Springfield 22153. Tax Map 98-1 ((4)) 541.

This public hearing was deferred from July 28, 2015.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, July 23, 2015, the Planning Commission voted 10-0 (Commissioners de la Fe and Lawrence were absent from the meeting) to recommend to the Board of Supervisors that it approve SE 2014-MV-074, subject to the development conditions dated July 9, 2015.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4493237.PDF>

STAFF:

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

SE 2014-MV-074 – CARLA’S WEECARE HOME DAYCARE

After Close of the Public Hearing

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

Commissioner Flanagan: Thank you, Mr. Chairman. I’m going to – I’d like to request the applicant to confirm – come to the lectern and confirm for this record their agreement to the proposed development conditions dated July 9, 2015.

Carla Seay, Applicant/Title Owner: What was that again?

Commissioner Flanagan: The conditions that this application – do you agree with them?

Ms. Seay: Yes.

Commissioner: You do. Thank you.

Ms. Seay: Is that all?

Chairman Murphy: Yep. You never know, but for the time being anyways. Okay?

Commissioner Flanagan: That being the case, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2014-MV-074, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 9, 2015.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-MV-074, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Ms. Seay, thank you – appreciate it.

//

(The motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

Board Agenda Item  
September 22, 2015

3:30 p.m.

Public Hearing on PCA 83-S-029-02 (Chick-Fil-A, Inc.) to Amend the Proffers for RZ 83-S-029 Previously Approved for a Planned Residential Community to Permit a Fast Food Restaurant With Drive-Thru and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 0.22, Located on Approximately 13.73 Acres of Land Zoned PRC Comprehensive Plan Recommended Residential Planned Community (Braddock District)

This property is located approximately 1,500 Feet East of Ox Road on the North Side of Burke Centre Parkway. Tax Map 77-1 ((1)) 75A, 75B, 75C, and 75D (Concurrent with DPA-C-546-24 and PRC-C-546-03)

and

Public Hearing on PRC-C-546-03 (Chick-Fil-A, Inc.) to Approve the PRC Plan Associated with RZ 83-S-029 to Permit a Fast Food Restaurant with Drive-Thru, Located on Approximately 13.73 Acres of Land Zoned PRC, Comprehensive Plan Recommended Residential Planned Community (Braddock District)

This property is located approximately 1,500 Feet East of Ox Road on the North Side of Burke Centre Parkway. Tax Map 77-1 ((1)) 75A, 75B, 75C, and 75D (Concurrent with PCA 83-S-029-02 and DPA-C-546-24).

and

Public Hearing on DPA-C-546-24 (Chick-Fil-A, Inc.) to Permit the 24<sup>th</sup> Amendment of the Development Plan for RZ 83-S-029 to Permit a Fast Food Restaurant with Drive-Thru and an Increase in the Allowable Square Footage for Land Bay 8E by 3,000 Square Feet from 129,000 Square Feet to 132,000 Square Feet with an Overall Floor Area Ratio (FAR) of 0.22 and Associated Modifications to Site Design, Located on Approximately 13.73 Acres of Land Zoned PRC, Comprehensive Plan Recommended Residential Planned Community (Braddock District)

This property is located approximately 1,500 feet East of Ox Road on the North Side of Burke Centre Parkway. Tax Map 77-1 ((1)) 75A, 75B, 75C, and 75D. (Concurrent with PCA 83-S-029-02 and PRC-C-546-03).

Board Agenda Item  
September 22, 2015

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 15, 2015, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PRC C-546-03;
- Approval of PCA 83-S-029-02, subject to the execution of the proffers consistent with those dated July 15, 2015;
- Approval of DPA C-546-24, subject to the Development Conditions dated June 30, 2015; and
- Direct the Director of the Department of Public Works And Environmental Services to approve the following:
  - Modification of the transitional screening requirement along the Burke Center Parkway frontage, pursuant to Paragraph 14 of Section 13-305 of the Zoning Ordinance, to allow a reduction of the width from 50 to 33 feet, in favor of the alternatives as shown on the proposed plan and as conditioned; and
  - Modification of the barrier requirement, pursuant to Paragraph 14 of Section 13-305 of the Zoning Ordinance, in favor of the barriers as shown on the proposed plan and as conditioned.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4492635.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Joe Gorney, Planner, DPZ

PCA 83-S-029-02/DPA-C-546-24/PRC-C-546-03 – CHICK-FIL-A, INC.

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Ms. Hurley.

Commissioner Hurley: This application is strongly supported –

Chairman Murphy: Before we do that, do they have to come up and reaffirm the development conditions?

Commissioner Hurley: Yes, that's – that's going to – isn't that on verbatim?

Chairman Murphy: Yes, please.

Commissioner Hurley: Okay, I have that as part of my verbatim.

Chairman Murphy: Oh, okay. Go ahead. I'm sorry.

Commissioner Hurley: Okay. Okay, first this application is strongly supported by most of the community, which looks forward to this particular franchise appearing in our area. I'd like to thank the applicant as well as the staff's Joe Gorney and Supervisor John Cook's land use coordinator, Rosemary Ryan, for making this a long but smooth process; and specifically thank Vicki Hall from – who chaired the land use committee, as well as her compatriots Sonny Caputo and Kevin Filby. And then, with that, if the applicant could come and, I would ask you to reconfirm the development conditions that you are – that they are acceptable to you.

Sheri L. Akin, Applicant's Agent, Walsh, McGuireWoods, LLP: The – the development conditions proposed by staff is agreeable to Chick-Fil-A.

Commissioner Hurley: Okay, thank you very much. With that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THE FOLLOWING: 1. APPROVAL OF PRC C-546-03.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there any discussion? All those in favor of the motion to approve PRC C-546-03, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: Second, APPROVAL OF PCA 83-S-029-02, SUBJECT TO THE EXECUTION OF THE PROFFERS CONSISTENT WITH THOSE DATED JULY 15<sup>TH</sup>, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there any discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors to approve PCA 83-S-029-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: Third, APPROVAL OF DPA C-546-24, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED JUNE 30<sup>TH</sup>, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there any discussion of that motion? All those in favor of the motion to approve DPA C-546-24, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: And lastly, THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES TO APPROVE THE FOLLOWING:

- MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENT ALONG THE BURKE CENTER PARKWAY FRONTAGE, PURSUANT TO PARAGRAPH 14 OF SECTION 13-305 OF THE ZONING ORDINANCE, TO ALLOW A REDUCTION OF THE WIDTH FROM 50 TO 33 FEET, IN FAVOR OF THE ALTERNATIVES AS SHOWN ON THE PROPOSED PLAN AND AS CONDITIONED; and lastly
- MODIFICATION OF THE BARRIER REQUIREMENT, PURSUANT TO PARAGRAPH 14 OF SECTION 13-305 OF THE ZONING ORDINANCE, IN FAVOR OF THE BARRIERS AS SHOWN ON THE PROPOSED PLAN AND AS CONDITIONED.

Commissioner Hedetniemi: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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

JN



Board Agenda Item  
September 22, 2015

3:30 p.m.

Public Hearing on SEA 2002-PR-031-02 (The Mitre Corporation) to Amend SE 2002-PR-031 Previously Approved for a Waiver of Certain Sign Regulations to Permit the Installation of Additional Wayfinding Signage and Associated Modifications to Site Design and Development Conditions, Located on Approximately 19.60 Acres of Land Zoned C-3, HC (Providence District)

This property is located at 7515 Colshire Drive, McLean, 22102. Tax Map 30-3 ((28)) 3 A1 and 4 A3.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 8, 2015, the Planning Commission voted 9-0 (Commissioners Lawrence, Murphy, and Strandlie were absent from the meeting) to recommend to the Board of Supervisors approval of SEA 2002-PR-031-02 subject to the Development Conditions dated June 24, 2015.

In a related action, the Planning Commission voted 9-0 (Commissioners Lawrence, Murphy, and Strandlie were absent from the meeting) to approve CSP 2011-PR-011 subject to the Development Conditions dated July 6, 2015.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4491849.PDF>

STAFF:

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

CSP 2011-PR-011/SEA 2002-PR-031-02 THE MITRE CORPORATION

After Close of the Public Hearing.

Vice Chairman de la Fe: I will close the public hearing and, Mr. Hart.

Commissioner Hart: Yes, thank you, Mr. Chairman. Before we go on the verbatim, if Mr. Winterhalter could come back to the podium? Mr. Winterhalter, has your client reviewed the proposed development conditions in - are they in agreement?

Brian J. Winterhalter, Applicant's Agent, Cooley LLP: Yes sir.

Commissioner Hart: All right.

Mr. Winterhalter: We're in agreement.

Commissioner Hart: Thank you, with that Mr. Chairman this is a straightforward case and it has staff's recommendation and approval of which I concur. I THEREFORE MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SEA 2002-PR-031-02 SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JUNE 24, 2015.

Commissioner Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Commissioner Litzenberger. Is there any discussion? Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Hart: Mr. Chairman.

Vice Chairman de la Fe: Mr. Hart.

Commissioner Hart: Thank you, I MOVE THAT THE PLANNING COMMISSION APPROVE CSP 2011-PR-011 SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 6, 2015.

Commissioner Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Commissioner Litzenberger. Any discussion? Hearing and seeing none all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

//

(The motion carried by a vote of 9-0. Commissioners Lawrence, Murphy, and Strandlie were absent from the meeting.)

TMW

Board Agenda Item  
September 22, 2015

4:00 p.m.

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

ISSUE:

Public Hearing on proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to establish the Tysons Woods Temporary Residential Permit Parking District (RPPD), District T4.

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 Tysons Woods Temporary RPPD, District T4.

TIMING:

On July 28, 2015, 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 September 22, 2015, at 4:00 p.m.

BACKGROUND:

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

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

Board Agenda Item  
September 22, 2015

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

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

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

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

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

FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

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

STAFF:

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

Appendix G

G-T4 Tysons Woods Temporary Residential Permit Parking District.

- (a) *Purpose and Intent.* The Tysons Woods Temporary Residential Permit Parking District is established to protect this residential area from unreasonable burdens in gaining access to their property during the Navy Federal Credit Union expansion project.
- (b) *District Designation.*
  - (1) The Tysons Woods Temporary Residential Permit Parking District is designated as Residential Permit Parking District T4, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Tysons Woods Temporary Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

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

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

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

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

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

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

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

Malraux Drive (Route 4365)

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

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

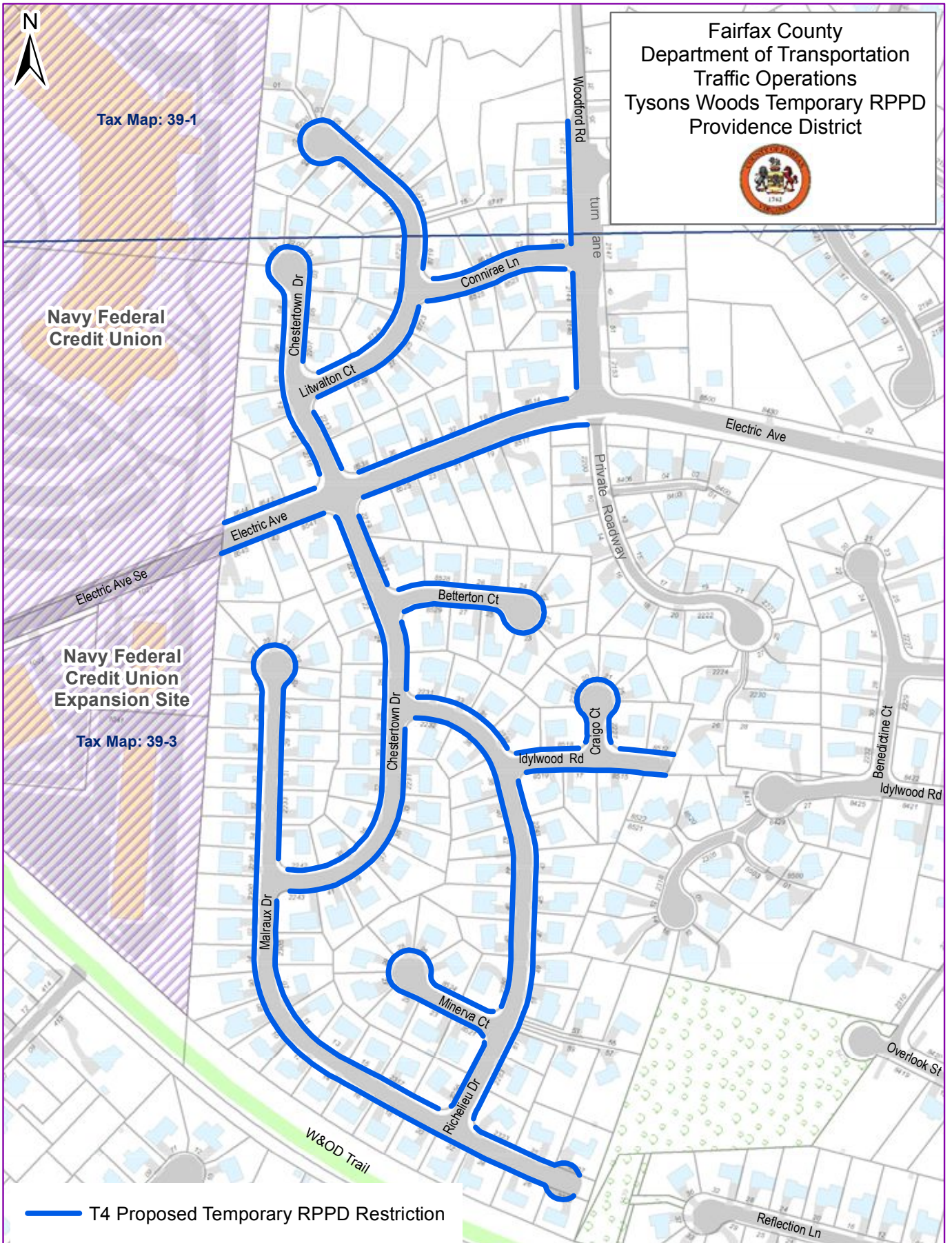
Woodford Road (Route 697):  
From Electric Avenue to the northern property boundary of  
2136 Woodford Road; west side only

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Within the Tysons Woods Temporary Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 4:00 p.m., Monday - Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- (3) All permits and visitor passes for the Tysons Woods Temporary Residential Permit Parking District shall expire on September 30, 2016. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

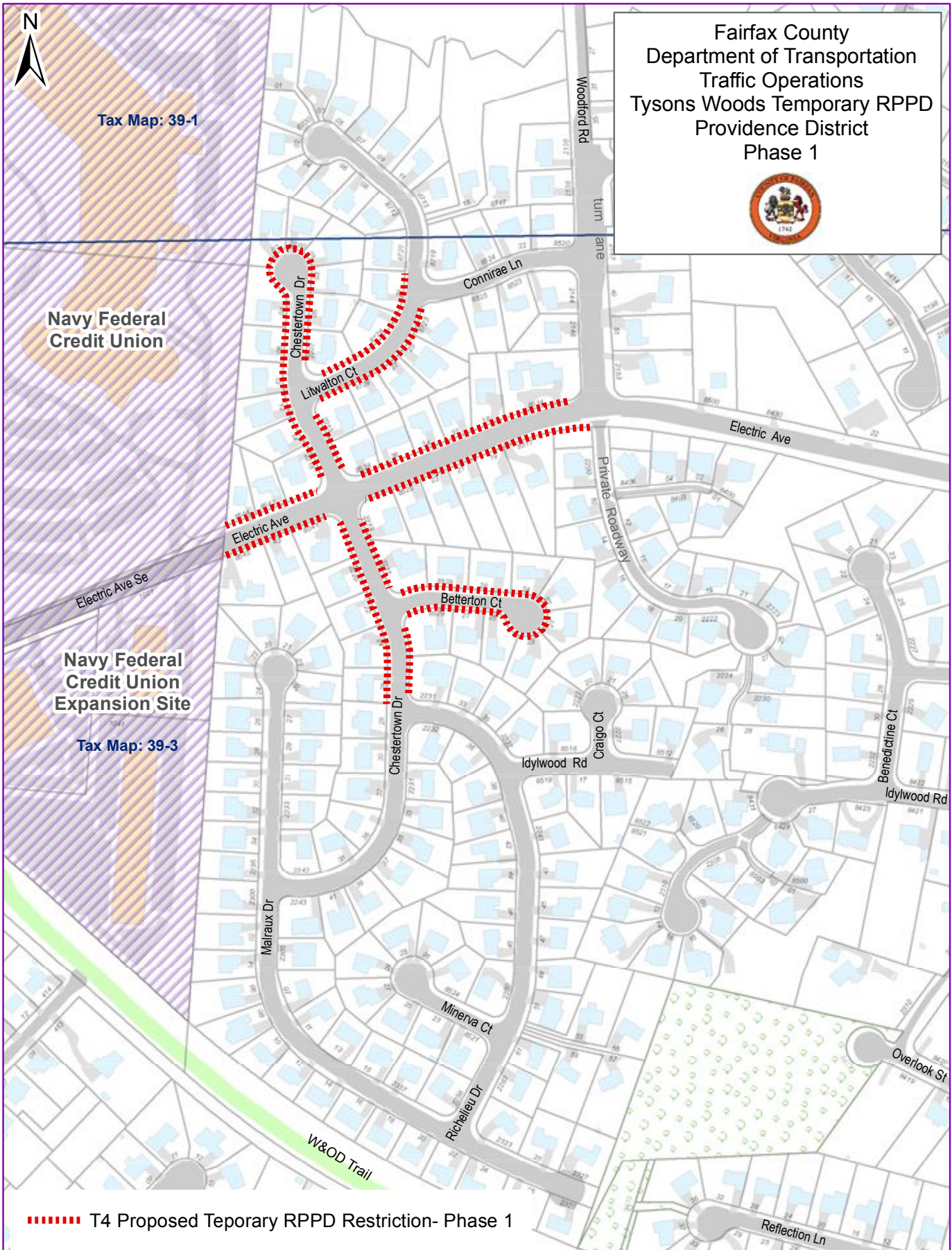
(d) *Signs.* Signs delineating Tysons Woods Temporary Residential Permit Parking District shall indicate the following:

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





Fairfax County  
Department of Transportation  
Traffic Operations  
Tysons Woods Temporary RPPD  
Providence District  
Phase 1



----- T4 Proposed Temporary RPPD Restriction- Phase 1

Board Agenda Item  
September 22, 2015

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2015-III-DS1, Located North of the  
Intersection of Westfields Boulevard and Newbrook Drive (Sully District)

ISSUE:

Plan Amendment (PA) 2015-III-DS1 proposes to amend the Comprehensive Plan guidance for approximately 21 acres of land located in Land Unit J of the Dulles Suburban Center, north of the intersection of Westfields Boulevard and Newbrook Drive. The property is currently planned for a mix of uses including office, conference center/hotel, industrial/flex and industrial uses at an average intensity of .50 FAR. The amendment considers adding a new option for retail use up to .20 FAR with conditions that support the creation of a high quality development.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, July 23, 2015 the Planning Commission held a public hearing for PA 2015-III-DS1. The Planning Commission voted 10-0 (Commissioners de la Fe and Lawrence absent from the meeting) to recommend adoption of a Planning Commission Alternative to PA 2015-III-DS1 as shown on Attachment I. This alternate recommendation makes minor clarifying and editorial changes to the staff recommendation and is supportive of adding an option for retail uses up to .20 FAR on 21 acres with conditions that encourage the creation of a high-quality development that mitigates transportation impacts, promotes pedestrian activity and contributes to the mix of uses envisioned for the area.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – July 23, 2015  
Board of Supervisors' public hearing – September 22, 2015

BACKGROUND:

On January 13, 2015, the Board authorized PA 2015-III-DS1 for a portion of Tax Map parcel 44-1((1)) 6. The Board authorized staff to consider retail uses up to approximately 180,000 square feet. In addition, staff was directed to examine impacts

Board Agenda Item  
September 22, 2015

on the road network and improvements needed to alleviate such impacts. Further, staff was directed to conduct concurrent review of a Proffered Condition Amendment application (PCA 2006-SU-025-02) for the same property.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I: Planning Commission Verbatim and Recommendation

The Staff Report for 2015-III-DS1 has been previously furnished and is available online at: <http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2015-iii-ds1.pdf>

STAFF:

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

Marianne R. Gardner, Director, Planning Division (PD), DPZ

Leanna H. O'Donnell, Branch Chief, Planning Division (PD), DPZ

Clara Q. Johnson, Planner III, Policy and Plan Development Review Branch, PD, DPZ

Planning Commission Meeting  
July 23, 2015  
Verbatim Excerpt

PA 2015-III-DS1 – DULLES SUBURBAN CENTER, LAND UNIT J, WEGMANS

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed – Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. Let me get organized here. We've sent out the changes to the Plan yesterday. I want to thank staff for meeting on a number of occasions on this. And we've wordsmithed this to death. And then Mr. McDermott came out to Sully on a number of occasions with the clients and also worked out the details here. Both land use committees in the Sully District are excited about Wegmans coming to Chantilly – not that they don't like driving to Fairfax, but they'd rather have it closer. Both staff and the client – Wegmans stated that once the mitigation can be phased that – the traffic - transportation will be better after the mitigation measures are employed than it is today. So that's encouraging. So without further ado, I will go on verbatim now. Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF A PLANNING COMMISSION ALTERNATIVE FOR PA 2015-III-DS1, AS SHOWN IN MY HANDOUT DATED JULY 23<sup>RD</sup>, 2015. This handout was distributed yesterday on July 22<sup>nd</sup>.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendment PA 2015-III-DS1, as articulated this evening by Mr. Litzenberger, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Litzenberger: Thank you, Mr. Chairman.

Chairman Murphy: Thank you.

//

(The motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

## PLANNING COMMISSION

Planning Commissioner John Litzenberger, Sully District

### PLAN AMENDMENT

Dulles Suburban Center, Land Unit J, Commonwealth Centre / Wegmans (PA 2015-III-DS1)

July 23, 2015

#### **Background**

On January 13, 2015, the Board of Supervisors authorized staff to consider approximately 180,000 square feet of retail uses for a 21 acre portion of the subject property. The vacant property is located north of the intersection of Westfields Boulevard and Newbrook Drive. The resulting recommendation is to add an option for a large retail development at an intensity of .20 FAR with conditions that encourage the creation of a high-quality development that contributes to a mix of uses and promotes pedestrian activity that serves this site and Commonwealth Centre as a whole.

#### **Motion**

Mr. Chairman, I move that the Planning Commission recommend to the Board of Supervisors the adoption of a Planning Commission alternative for Plan Amendment 2015-III-DS1 as shown on my handout dated July 23, 2015. This handout was distributed yesterday on July 22.

My revisions to the staff recommendation include minor clarifying and editorial changes and are highlighted on the handout.



## Recommendation

Modifications to the staff recommendation are highlighted. Text proposed to be added is shown as underlined and text proposed to be deleted is shown with a ~~strikethrough~~.

**ADD:** Fairfax County Comprehensive Plan, 2013 Edition, Area III, Dulles Suburban Center, as amended through June 2, 2015, Land Unit J, Land Use, Recommendations, new recommendation #8, page 145:

8. Parcel 44-1((1)) 6 is consists of approximately 73 acres ~~that is a~~ and is part of the Commonwealth Centre development, located north of the Westfields Boulevard and Newbrook Drive/ Park Meadow Drive intersection. Like other property in Land Unit J, this parcel is planned for office, conference center/hotel, industrial/flex and industrial use up to an intensity of .50 FAR.

As an option, retail uses may be appropriate up to an intensity of .20 FAR on 21 acres located north of Westfields Boulevard, within the loop road of Newbrook Drive. The following conditions should be met to implement this option:

- In order to create a sense of place, a network of well-connected public spaces should be provided. Plazas and open spaces should be designed to function as public places for peoples to gather and linger and help to integrate the proposed retail with the existing and planned office uses at Commonwealth Centre.
- The option will either result in fewer peak hour trips than the planned base level uses consistent with with the Performance Criteria for Optional Uses or the development will mitigate negative transportation impacts to Westfields Boulevard and nearby intersections and not degrade the LOS below what it would be with implementation of the base level Plan. If such improvements and proposed mitigations are not possible, intensity should be reduced accordingly.
- The site layout and building design should link the open space to the EQC and stormwater management pond, located to the north of Newbrook Drive, to create a shared amenity area.
- The site layout should provide for connectivity with adjoining properties and connect to the existing pedestrian sidewalk and trail network.

- Drive through uses are discouraged.

**COMPREHENSIVE LAND USE PLAN MAP:**

The Comprehensive Land Use Plan Map will not change.

**TRANSPORTATION PLAN MAP:**

The Countywide Transportation Plan Map will not change.

4:00 p.m.

Public Hearing Regarding the Interim Real Estate Exchange Agreement Between the Board of Supervisors and Inova Health Care Services (Hunter Mill District)

ISSUE:

Public hearing in accordance with Va. Code Ann. § 15.2-1800 (2012) regarding the proposed Interim Real Estate Exchange Agreement ( "Agreement"), between the County and Inova Health Care Services ("Inova") for the purposes of enabling Inova to pursue certain land use approvals for the Reston Town Center North area and facilitating negotiations toward a later comprehensive agreement with Inova.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors approve the proposed Interim Real Estate Exchange Agreement and authorize the County Executive to sign on behalf of the Board the proposed Interim Real Estate Exchange Agreement.

TIMING:

Authorization for advertisement occurred on July 28, 2015, to permit the Public Hearing to be held on September 22, 2015, at 4:00 p.m.

BACKGROUND:

As defined by the Comprehensive Plan, the Reston Town Center North area is located immediately north of Reston Town Center and is currently comprised of a mix of irregularly-shaped parcels owned by the Fairfax County (County) Board, the Fairfax County Park Authority (FCPA), the Fairfax County Redevelopment and Housing Authority (FCRHA), and Inova. Please see Exhibit A of the attached Agreement for a map depicting tax map parcel numbers and ownership. The existing County facilities located within the Reston Town Center North area include the Reston Regional Library, Embry Rucker Shelter, North County Human Services Building, Police Station and North County Governmental Center. In addition, the FCPA owns a five acre undeveloped parcel. The police station and the North County Governmental Center are new facilities, but the Reston Regional Library and the Embry Rucker Shelter are aging facilities whose redevelopment is anticipated in the 2016-2020 Adopted



Capital Improvement Program (with Future Fiscal Years to 2025). The North County Human Services Center is included in the CIP as a feasibility study.

The Comprehensive Plan, pursuant to an amendment adopted by the County on February 11, 2014, envisions that the Reston Town Center North area will be reconfigured to a mixed-use development site with a grid of streets and blocks consistent with those in Reston Town Center as shown on Exhibit B of the attached Agreement. The proposed Agreement would be the first step toward effectuating this redevelopment, as it would enable the County and Inova to jointly rezone the area while simultaneously requiring the County and Inova negotiate toward a subsequent full development agreement, in which the County and Inova would swap land to create the grid of streets and developable blocks as well as agree upon the terms for certain infrastructure work.

The exact area that would be subject to the Agreement would be the Reston Town Center North area as defined on the Comprehensive Plan, together with Tax Map 17-1 ((1)), Parcel 3F (owned by the County) but not including Tax Map 17-1 ((1)), Parcel 3E (owned by the FCRHA).

Regarding Tax Map 17-1 ((1)), Parcel 14D, which is currently owned by the FCPA, there is a separate, concurrent Action Item on the agenda for the September 22, 2015, meeting requesting Board approval of an agreement with the FCPA by which the FCPA would convey the title to Parcel 14D to the County, so as to simplify the County-Inova deal. The FCPA already authorized this transaction at its April 8, 2015, meeting.

Key terms of the Agreement are as follows:

1. Inova shall take the lead in pursuing and obtaining the joint rezoning and is required to coordinate these efforts with County staff.
2. The costs of the rezoning effort under the Interim Agreement are listed on Exhibit D of the Agreement and are to be split in accordance with that exhibit. Generally, the County is responsible for 55.11% of the specified costs, up to a cap of \$761,069 and Inova is responsible for 44.89%, up to a cap of \$619,931. These percentages are based roughly on the percentage of land that each party would be contributing to the ultimate project.
3. The Interim Agreement also provides for an additional contingency of \$75,000 over and above the aforementioned County cap. The County may elect to use or not to use this contingency in its sole discretion.

4. The County and Inova agree to pursue negotiations of a full development agreement concurrently with the joint rezoning effort. The full agreement would provide for, among other things, the swapping of land, the construction of certain joint infrastructure, the allocation of proffers, and the establishment of easements as needed for the project.
5. If the County and Inova are unable to obtain the joint rezoning and/or a full agreement due to a good faith disagreement, then the deal unwinds with no further obligation except that the County would reimburse Inova for the County share of any budgeted expense actually incurred but not yet paid.
6. If either the County or Inova reaches its cost cap, the Agreement may be terminated at that point, unless the other party wishes to continue the agreement at its sole expense. In such event, the Agreement would remain subject to termination due to a good faith disagreement, as well as for convenience (as described next).
7. Either party may terminate the Interim Agreement at any point purely for its own convenience. In this event, however, the terminating party is required to pay the other party's actual, direct out-of-pocket costs. The Agreement expressly provides that neither a termination for good faith disagreement or budget reasons, nor the failure of the Board to approve a form of full agreement presented for Board approval, will constitute a termination for convenience.
8. The Interim Agreement sets a deadline of December 31, 2017, for obtaining both the joint rezoning and approval of the full Agreement, unless mutually extended to a later date.

Regarding the Reston Town Center North area more generally:

- The County may seek to develop the resulting County-owned blocks using public-private partnerships, with the Reston Regional Library, the Embry Rucker Shelter and the North County Human Services Building being integrated into mixed-use development.
- Without the Agreement, the County will have to redevelop the Reston Regional Library and the Embry Rucker Shelter in their current locations if such facilities are to remain in the Reston Town Center North area. Both projects are listed in the 2016-2020 Capital Improvement Program.
- Redevelopment of the North County Human Services Center is listed in the 2016-2020 Capital Improvement Program as a feasibility study, and a needs assessment study is underway.

Board Agenda Item  
September 22, 2015

- The Reston Town Center North project correlates well with the “Strategic Plan to Facilitate the Economic Success of Fairfax County” by diversifying the tax base, investing in natural and physical infrastructure, helping to achieve social equity, and by creating a desirable environment for the community.

FISCAL IMPACT:

The County share for the rezoning efforts under the Agreement is \$761,069, the County contingency is \$75,000, and the total required funding is \$836,069. Based on the completion of the new Merrifield Human Services Center, available funding in Project HS-000005, Merrifield Center is available to be reallocated to Project 2G25-079-0000, North County Study, as part of the FY 2015 Carryover Review.

If the Board approves the Interim Agreement, and if the County and Inova obtain a joint rezoning and successfully negotiate a full agreement, which would require further Board approval, the County would at that time incur additional financial obligations, including the County share of certain common infrastructure.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution Authorizing Real Estate Exchange Agreement  
Attachment 2: Interim Real Estate Exchange Agreement with Exhibits

STAFF:

Robert A. Stalzer, Deputy County Executive  
David J. Molchany, Deputy County Executive  
Ryan Wolf, County Attorney's Office  
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)  
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

**RESOLUTION**

**RESOLUTION AUTHORIZING REAL ESTATE EXCHANGE AGREEMENT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the Board of Supervisors finds that it would be in the best interest of the citizens of Fairfax County to enter in the Interim Real Estate Exchange Agreement attached hereto with Inova Health Care Services ("Inova") to implement the transactions contemplated therein.

**NOW, THEREFORE**, upon public hearing duly advertised according to law, it is **RESOLVED** that the Board of Supervisor enter into the Interim Real Estate Exchange Agreement substantially in the form attached, and that the County Executive, or his designee, is hereby authorized to execute the Interim Real Estate Exchange Agreement and all other documents necessary or convenient to carry out the transactions contemplated therein, and to take all such actions as shall be appropriate to implement the terms of the Interim Real Estate Exchange Agreement.

A Copy - Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

## Interim Real Estate Exchange Agreement

THIS INTERIM REAL ESTATE EXCHANGE AGREEMENT (this “**IREEA**”), is entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 (the “**Effective Date**”) by and between INOVA HEALTH CARE SERVICES, a Virginia non-stock corporation, f/k/a Inova Health System Services, f/k/a Inova Services, Inc. (“**Inova**”) and the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia in its proprietary capacity and not in its governmental or regulatory capacity (“**County**”).

### Recitals

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

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

R-3 The Fairfax County Redevelopment and Housing Authority (“**FCRHA**”) owns certain real property in Fairfax County, Virginia identified as Fairfax County Tax Parcel 17-1 ((1)) 3E (the “**FCRHA Land**”).

R-4 Collectively, the Inova Land, the County Land (except for Parcel 3F) and the FCRHA Land comprise the “**Town Center North Mixed Use Area**” or the “**TCN-MUA**”. **Exhibit A** attached hereto and made a part hereof depicts the area of the TCN-MUA and each of the Inova Land, the County Land (except for Parcel 3F), and the FCRHA Land within it.

R-5 On February 11, 2014 the Board of Supervisors of Fairfax County, acting in its governmental capacity, adopted an amendment to the Fairfax County Comprehensive Plan which, among other things, sets forth recommendations for the coordinated redevelopment of the TCN-MUA.

R-6 Among its recommendations, the Comprehensive Plan includes a concept plan for the TCN-MUA, a copy of which is attached hereto as **Exhibit B** (the “**Concept Plan**”). Among other things, the Concept Plan depicts a grid of streets, a central green, and the land bays for future development (the “**Land Bays**”) that result therefrom.

R-7 Among other things, the implementation of the Concept Plan will require (i) approval by the Board of Supervisors of Fairfax County, acting in its governmental capacity, of certain zoning applications for the land comprising the TCN-MUA, together with Parcel 3F (the “**Phase I Zoning**”), and (ii) a real estate exchange agreement between the parties hereto (the “**REEA**”) that, among other things, (A) allows for the creation of the Land Bays, and (B) provides for the allocation of ownership of the Land Bays, together with an allocation of other rights and obligations associated therewith.

R-8 Subject to the terms and conditions of this IREEA (including, without limitation, the requirement that the parties mutually agree to enter into the REEA) County and Inova have agreed to exchange land resulting in the allocation of ownership of the Land Bays as shown on **Exhibit C** attached hereto.

## ATTACHMENT 2

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

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

1. Recitals. The Recitals herein above contained are hereby incorporated herein by reference as if more fully set forth herein.
2. Party Representatives.
  - a. DPWES Representative. Notwithstanding the Notices provision of Section 8.b. herein, the County hereby designates Carey Needham (carey.needham@fairfaxcounty.gov) (the “**DPWES Representative**”) as the representative of the County to act on the County’s behalf with respect to those matters so described herein. Communications so required to be given to the DPWES Representative may be made by electronic mail, with copies via electronic mail to Ryan Wolf (ryan.wolf@fairfaxcounty.gov), Andy Miller (andrew.miller@fairfaxcounty.gov), Katayoon Shaya (katayoon.shaya@fairfaxcounty.gov), and Luis Pitarque (luis.pitarque@fairfaxcounty.gov) (or such substitute cc’s as the DPWES Representative may designate in writing from time to time) and shall be deemed given when transmitted to the electronic mail addresses specified herein and confirmation of completed receipt is provided by electronic mail response (manual, not automated) from the DPWES Representative (or any of the cc’s listed above) to the sender.
  - b. Inova Representative. Notwithstanding the Notices provision of Section 8.b. herein, Inova hereby designates David Sittler of Sittler Development Associates LLC (dsittler@sittlerassociates.com) (the “**Inova Representative**”) as the representative of Inova to act on Inova’s behalf with respect to those matters so described herein. Communications so required to be given to the Inova Representative may be made by electronic mail, with copies via electronic mail to John Gaul of Inova Health System (john.gaul@inova.org) and Tim Sampson of Downs Rachlin Martin PLLC (tsampson@drm.com) (or such substitute cc’s as the Inova Representative may designate in writing from time to time) and shall be deemed given when transmitted to the electronic mail addresses specified herein and confirmation of completed receipt is provided by electronic mail response (manual, not automated) from the Inova Representative (or any of the cc’s listed above) to the sender.
  - c. The DPWES Representative and the Inova Representative reserve the right to decline electronic acceptance of any such notification sent pursuant to this Section 2 and request the communication be delivered pursuant to the formal Notice provisions of Section 8.b. herein.
3. Phase I Zoning.
  - a. Components. After having coordinated with representatives of the Fairfax County Department of Planning & Zoning, Zoning Evaluation Division (“**ZED**”), County and Inova intend to submit a proffered condition amendment application and a rezoning application, together with an associated development plan, in connection with the Phase I Zoning. County and Inova acknowledge the following with respect to the Phase I Zoning:

## ATTACHMENT 2

- i. the Phase I Zoning will establish certain development rights and obligations for the subject land, but the Phase I Zoning will not establish building footprints or final uses for the Land Bays;
  - ii. development of the Land Bays within the TCN-MUA will require zoning approvals subsequent to the approval of the Phase I Zoning, including subsequent proffered condition amendment and development plan amendment applications; and
  - iii. the scope and extent of the applications that may be required to accomplish the Phase I Zoning may include additional matters or modifications to those outlined above, and the parties agree to cooperate with each other to implement the same in a manner consistent with the framework of this IREEA.
- b. Role of Parties.
  - i. Co-Applicants. County and Inova shall be co-applicants of the Phase I Zoning. Representatives of each of Inova and the County shall be identified as points of contact on the Phase I Zoning submission so that all notices and other communications with respect to the Phase I Zoning shall be given to both parties by all Fairfax County regulatory departments and/or other agencies charged with review of the Phase I Zoning. The parties agree to diligently pursue approval of the Phase I Zoning pursuant to the terms of this IREEA.
  - ii. Inova Role. Inova shall be responsible for coordinating the compiling, submission and resubmission of the components of the Phase I Zoning, including (without limitation) all required forms, affidavits, plans, exhibits, narratives, proffers and responses to comments and requests for information. Prior to making any submission (or resubmission) of any Phase I Zoning materials, Inova shall first obtain the written approval of such materials by the County as further specified in Section 3.d. herein.
  - iii. County Role. County shall be responsible for coordinating the public outreach component of the Phase I Zoning, including (without limitation) coordinating community and other public meetings and leading the presentation of the Phase I Zoning in such forums. County shall coordinate with Inova with respect to such matters as further specified in Section 3.d.iv. herein, and representative(s) of Inova shall attend all such meetings.
- c. Common Consultants; Budget.
  - i. County and Inova agree that the Phase I Zoning will require certain work for the benefit of both parties conducted by certain common consultants (the “**Common Consultants**”). **Exhibit D** attached hereto sets forth (1) the names (where known) of the Common Consultants, (2) a line item description of the scope of work to be undertaken by the Common Consultants; and (3) the agreed upon budget for the work of the Common Consultants, including a basic contingency (the “**Basic Contingency**”) that shall be utilized, as necessary, and as further specified in Section 3.c.ii. herein, to pay for Common Consultant costs that exceed the budget estimates.
  - ii. The parties’ representatives shall meet telephonically or in person every sixty (60) days (if not more frequently) to review the status of the Phase I Zoning and the Common Consultant invoicing related thereto. Prior to such meetings the Inova Representative shall provide the DPWES Representative an accounting of Common Consultant invoicing, including, if necessary, any (i) reallocations of estimated costs

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among Common Consultant line items, or (ii) use of the Basic Contingency to fund Common Consultant costs. Notwithstanding anything to the contrary contained in this Agreement, prior to authorizing any Common Consultant work which would require (i) the reallocation of estimated costs among Common Consultant line items in excess of a total of \$50,000.00, or (ii) use of the Basic Contingency to fund Common Consultant costs in excess of a total of \$50,000.00, Inova shall first obtain the written approval of the DPWES Representative, such approval not to be unreasonably withheld, conditioned or delayed, and such approval to be given or denied within ten (10) days of the DPWES Representative's receipt of written notice from Inova. For the avoidance of doubt, any reallocations among Common Consultant line items or use of the Basic Contingency up to the amounts described in the preceding sentence shall be considered within the mutually agreed upon scope of Common Consultant work and shall be reimbursed as provided in Section 3.e. herein. The parties may mutually agree to update Exhibit D from time to time during the processing of the Phase I Zoning so as to reallocate estimated costs among Common Consultant line items.

- iii. To advance the preparation of the Phase I Zoning, Inova has contracted for certain preparatory work by the Common Consultants having occurred prior to the Effective Date hereof (the "**Common Consultant Pre-IREEA Work**"). The Common Consultant Pre-IREEA Work, and the agreed upon preliminary budget therefor, is set forth on Exhibit D. In accordance with and subject to the terms of Section 3.e. herein, the County agrees to reimburse Inova the County's Pro Rata Share (as defined in Section 3.e.ii. herein) of the Common Consultant Pre-IREEA Work.
- iv. Exhibit D further sets forth a line item description of the scope of work (and the agreed upon budget therefor) for the benefit of both parties to be provided by the Common Consultants from and after the Effective Date hereof (the "**Common Consultant Post-IREEA Work**"). In accordance with and subject to the terms of Section 3.e. herein, the County agrees to reimburse Inova the County's Pro Rata Share (as defined in Section 3.e.ii. herein) of the Common Consultant Post-IREEA Work. For the avoidance of doubt, (i) any Common Consultant Pre-IREEA Work that is on-going as of the Effective Date of this IREEA shall be considered Common Consultant Post-IREEA Work upon such time and reimbursed as such going forward, and (ii) any remaining budget for Common Consultant Pre-IREEA Work shall be reallocated to the budget for Common Consultant Post-IREEA Work.
- v. By contrast to the work of the Common Consultants that is reimbursable under the terms of this IREEA, any consultant work contracted for by either party with any third party (even if such third party is also a Common Consultant) with respect to design efforts within a particular Land Bay (exclusive of the streetscape), or otherwise at the direction of either party without the consent of the other, shall be considered work attributable solely to that party and shall not be considered the work of a Common Consultant that is reimbursable hereunder. Further, the parties acknowledge that they each respectively have paid for additional work (either shown on Exhibit D as non-common work, or not shown on Exhibit D at all) in preparation for the filing of the Phase I Zoning, but that such work shall not be reimbursable



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hereunder (the parties' respective efforts toward the compilation of a set of Urban Design Guidelines is an example of work for which neither party shall have the right to be reimbursed by the other).

d. Submission and Process.

i. County Determination of Land Area for Phase I Zoning Submission. The area of the TCN-MUA, together with Parcel 3F, shall be the land that is made subject to the Phase I Zoning unless within fifteen (15) days from and after the Effective Date of this IREEA, the DPWES Representative shall have notified Inova in writing that the County desires to either exclude certain land within the TCN-MUA (provided such land would not be conveyed to Inova under the REAA) or to include additional land outside of the TCN-MUA and Parcel 3F within the Phase I Zoning.

ii. Common Consultant Contracting.

1. Attached hereto as Exhibit F are standard terms and conditions, the substance of which will be included as part of all Common Consultant Contracts (as defined in Section 3.d.ii.2 herein) entered into after the Effective Date (subject to modifications made to such terms and conditions as may be mutually agreed upon by the DPWES Representative and the Inova Representative). All costs resulting from the inclusion of the Exhibit F, Schedule A insurance requirements within the Common Consultant Contracts shall be borne entirely by the County and paid for out of the County Reserve Contingency, provided any such costs shall be demonstrated by reasonably sufficient evidence, including a certification from the Common Consultant as to exactly which changes to its insurance it had to obtain. Within twenty (20) days from and after the Effective Date of this IREEA, Inova shall procure, and provide to the DPWES Representative pursuant to Section 2 herein, written proposals from the Common Consultants for the Common Consultant Post-IREEA Work. Within ten (10) days thereafter, the DPWES Representative shall, by written notice to the Inova Representative pursuant to Section 2 herein, either approve (in whole or in part) or disapprove each of the Common Consultant proposals, and in the event the DPWES Representative does not respond within such time period, approval of the DPWES Representative shall be deemed given. In the event the DPWES Representative disapproves (in whole or in part) any such Common Consultant proposal, the parties shall use diligent, good faith reasonable efforts to coordinate a revision to such proposal that is mutually acceptable to both parties.
2. Within ten (10) days from and after the approval (or deemed approval) of the Common Consultant proposals, Inova shall countersign the proposals (the "Common Consultant Contracts").

iii. Submission.

1. Schedule. Attached hereto as Exhibit E is a Schedule which reflects the parties' current estimation of the milestones associated with the compilation, submission, processing and approval of the Phase I Zoning and mutually agreeable REEA documents. The parties acknowledge and agree that this

## ATTACHMENT 2

Schedule is a guideline toward which they will utilize diligent, good faith reasonable efforts to accomplish the Phase I Zoning and mutually agreeable REEA documents, with the understanding that the missing of any date in the Schedule shall not be deemed a default under this IREEA.

2. Coordination of Initial Submission. Inova shall utilize diligent, good faith reasonable efforts in administering the Common Consultant Contracts, and otherwise, in order to provide an initial draft of all submission materials for the Phase I Zoning to the County by the date as shown on the Schedule. Thereafter, the County shall have fifteen (15) business days to respond in writing to Inova either approving, or providing detailed comments on, the submission materials. If the County's comments are narrative only and are readily legible by electronic transmission, then the County's response may be provided to the Inova Representative pursuant to Section 2 herein. Following its receipt of the County response, Inova shall, if necessary depending on the response, either (i) revise the submission materials to incorporate the comments of the County and provide the County an updated draft submission package within ten (10) business days of Inova's receipt of the County response (in which case the process of County review and comment shall be carried out as set forth above, except that the County's scope of review shall be limited to refining its prior comments and the County's response time shall be reduced to ten (10) business days), or (ii) in the event Inova disagrees with the County comments, in whole or in part, the parties shall use diligent, good faith reasonable efforts to resolve their differences. Once the Phase I Zoning submission materials have been approved as provided herein, Inova shall submit the Phase I Zoning application to ZED.
3. Proffers, Responses and Resubmissions. Inova shall utilize diligent, good faith reasonable efforts in administering the Common Consultant Contracts, and otherwise, in order to provide an initial draft of all proffers, responses to requests for information and resubmission materials related to the Phase I Zoning to the County sufficiently in advance of the date such materials are due to be submitted to ZED in order to provide for the County's review times as set forth herein. With respect to the initial draft of the proffers, the process for review and submission shall be as set forth in Section 3.d.iii.2. herein with respect to other initial submission materials. With respect to subsequent proffer submissions, responses to requests for information and resubmission materials, the County shall have ten (10) business days to respond in writing to Inova either approving, or providing detailed comments on, the materials. If the County's comments are narrative only and are readily legible by electronic transmission, then the County's response may be provided to the Inova Representative pursuant to Section 2 herein. Following its receipt of the County response Inova shall, if necessary depending on the response, either (i) revise the materials to incorporate the comments of the County and provide the County an updated draft of the

## ATTACHMENT 2

materials within ten (10) business days of Inova's receipt of the County response (in which case the process of County review and comment shall be carried out as set forth above, except that the County's scope of review shall be limited to refining its prior comments and the County's response time shall be reduced to five (5) business days), or (ii) in the event Inova disagrees with the County comments, in whole or in part, the parties shall use diligent, good faith reasonable efforts to resolve their differences. Once the materials have been approved as provided herein, Inova shall submit them to ZED. Notwithstanding the time periods for review of Phase I Zoning materials as set forth herein, the parties acknowledge and agree that the time available for coordinating responses to the resubmission of Phase I Zoning materials (proffer redrafts, updated graphics, responses to requests for information) is likely to be compressed as the Phase I Zoning proceeds such that the time periods for review as set forth herein may not be available. In such event, the parties shall utilize diligent, good faith reasonable efforts to coordinate responses to submissions within the time limits prescribed by the Phase I Zoning process. Further, whenever the materials to be exchanged between the parties are solely narrative and/or are otherwise readily legible if transmitted electronically, then the parties agree that the communications may occur through their respective representatives pursuant to Section 2 herein.

4. Changes. The parties each reserve the right to modify the scope and extent of the Phase I Zoning upon reasonable prior notice to the other provided that doing so does not materially adversely affect the other party and provided further that all costs associated with any such change are borne entirely by the party directing the change, shall not be considered Common Consultant Post-IREEA Work (even in the event the work associated therewith is conducted by a Common Consultant), and, in the event, such change is enacted by the County, shall not count toward the County Common Consultant Budget Limit (as defined in Section 3.e.iii. herein). By way of example in this respect, the County may, subsequent to the submission of the Phase I Zoning, amend the application in order to remove portions of the County Land and/or the FCRHA Land that would not be conveyed to Inova under the REAA from the submission, provided the conditions above are met.
- iv. Processing. The DPWES Representative shall take the lead in coordinating all meetings with regulatory departments, public officials, design review board(s), community groups and others as may be required in the course of the review and processing of the Phase I Zoning. The DPWES Representative shall provide Inova a minimum of ten (10) business days' prior written notice of all such meetings (or, in the event that the meeting time is set less than ten (10) business days in advance, as much notice as practically possible), and representative(s) of Inova shall attend and participate in all such meetings. Notwithstanding the foregoing, Inova acknowledges the dual roles of Fairfax County, acting in its proprietary capacity with respect to this

## ATTACHMENT 2

IREEA and in its governmental capacity with respect to the Phase I Zoning, and that Inova shall have no right to attend internal County meetings held solely in the context of the County's proprietary role under this IREEA.

e. Common Consultant Invoices/Cost Sharing.

- i. Common Consultant invoices shall be submitted to Inova (and not to County), and Inova shall pay such invoices directly, subject to Inova's approval of the same (in whole or in part).
- ii. Pro Rata Shares. The “County's Pro Rata Share” shall be fifty-five and eleven one-hundredths percent (55.11%). The “Inova Pro Rata Share” shall be forty-four and eighty-nine one-hundredths percent (44.89%). The parties acknowledge and agree that the Pro Rata Shares as determined in this Section 3.e.ii. are for the purposes of this IREEA and are not necessarily those that would apply in the context of the REEA.
- iii. County Common Consultant Budget Limit. The County's Pro Rata Share of the estimated costs set forth on Exhibit D, together with its Pro Rata Share of the Basic Contingency, shall be the “**County Common Consultant Budget Limit**”. Except as otherwise provided in this IREEA, the County shall have no obligation to reimburse Inova any amount in excess of the County Common Consultant Budget Limit for Common Consultant costs. As shown on Exhibit D the County Common Consultant Budget Limit is \$ \_\_\_\_\_. For the avoidance of doubt, in the event the County's Pro Rata Share of filing fees associated with the Phase I Zoning is waived by ZED then the County shall have no obligation to reimburse Inova for any portion of the Inova Pro Rata Share of filing fees (i.e., County shall not be obligated to reimburse Inova the County's Pro Rata Share of the reduced amount of filing fees).
- iv. Inova Common Consultant Budget Limit. Inova's Pro Rata Share of the estimated costs set forth on Exhibit D, together with its Pro Rata Share of the Basic Contingency, shall be the “**Inova Common Consultant Budget Limit**”. Except as otherwise provided in this IREEA, Inova shall have no obligation to spend any amount in excess of the Inova Common Consultant Budget Limit for Common Consultant costs. As shown on Exhibit D the Inova Common Consultant Budget Limit is \$ \_\_\_\_\_.
- v. County Reimbursement for Common Consultant Pre-IREEA Work. Within ten (10) days from and after the Effective Date of this IREEA, Inova shall provide a written invoice to the DPWES Representative, pursuant to Section 2 herein, (with appropriate back up documentation) for the actual cost of the Common Consultant Pre-IREEA Work. The DPWES Representative shall approve or disapprove (in whole or in part) such invoice in writing to the Inova Representative, pursuant to Section 2 herein, within ten (10) days from and after receipt of the same, with the failure of the DPWES Representative to so respond to be deemed approval of the entirety of the invoice. The DPWES Representative shall provide Inova a detailed explanation of why any portion of such invoice is disapproved. With respect to all approved (or deemed approved) amounts, the County shall reimburse Inova the amount therefor times the County's Pro Rata Share within thirty (30) days from and after the County's approval (or deemed approval) of the invoices.

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- vi. County Reimbursement for Common Consultant Post-IREEA Work. Inova shall submit to the DPWES Representative, pursuant to Section 2 herein, a written invoice (with appropriate back up documentation) for the actual cost of the Common Consultant Post-IREEA Work incurred during the prior period. The DPWES Representative shall approve or disapprove (in whole or in part) such invoice in writing to the Inova Representative, pursuant to Section 2 herein, within ten (10) days from and after receipt of the same. Any invoice, or portion thereof, that is not disapproved by the DPWES Representative within such time period shall be deemed approved. The DPWES Representative shall provide Inova a detailed explanation of why any such invoice, or any portion thereof, is disapproved. With respect to all approved (or deemed approved) invoices, the County shall reimburse Inova the amount therefor times the County's Pro Rata Share within thirty (30) days from and after the County's approval (or deemed approval) of the invoice.
  - vii. Should Inova seek payment from the County in excess of the County Common Consultant Budget Limit, the County, in its sole discretion, may elect to pay such additional expenses out of an additional contingency of \$75,000.00 (the "County Reserve Contingency"). For the avoidance of doubt, (i) the County Reserve Contingency is established to allow the County the option (in its sole discretion) to continue funding the Phase I Zoning beyond the County Common Consultant Budget Limit, and (ii) the County shall have no obligation under this IREEA to pay any amount of the County Reserve Contingency for any purpose.
  - viii. Interest. Interest on any unpaid sums shall begin to accrue immediately after payment is due at the rate of either (i) five percent (5%), or (ii) the prime rate of interest published by the Wall Street Journal as of the day of deficiency plus 2%, whichever is greater, per annum until paid.
  - ix. If Inova disagrees with the County's disapproval (in whole or in part) of any invoice, then the parties shall negotiate diligently and in good faith in an attempt to resolve the dispute. For avoidance of doubt, any Common Consultant invoice amount which Inova and/or the County disputes (in whole or in part) that is later paid shall be reimbursed by the County to Inova as provided in this IREEA. Given Inova's contractual obligations to the Common Consultants, time is of the essence with respect to the approval of invoices as provided herein.
  - x. This Section 3.e. shall survive the term or earlier termination of this IREEA solely with respect to work performed prior to such termination.
4. Components of REEA.
- a. During the pendency of this IREEA, the parties shall negotiate diligently and in good faith toward an agreement on the final components and documentation required to effectuate a final REEA. Toward this end, the parties acknowledge and agree that it is their mutual intention, assuming the parties can reach agreement on the terms of a final REEA, to enter into a binding REEA concurrent with the approval of the Phase I Zoning to effectuate, among other things, an exchange of real estate that would ultimately result in the blocks (and ownership designations) as shown on Exhibit C. For the avoidance of doubt, the parties may, but neither party shall have any obligation to, proceed with the Phase I Zoning prior to or in the absence of the presentation to the Board of Supervisors of a final REEA.

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- b. The parties anticipate that the REEA may include (but not necessarily be limited to) the following components:
  - i. Deed and plat of subdivision and deeds of conveyance;
  - ii. Development Agreement to provide for (1) construction of, and cost sharing for, common infrastructure, and (2) timelines for demolition of certain existing improvements;
  - iii. Reciprocal Easement Agreement to provide (1) easements for access, utilities and other common requirements, (2) a maintenance regime for common areas (including the central green), (3) allocation of all proffer obligations under the Phase I Zoning, (4) allocation of all development rights under the Phase I Zoning, (5) requirements for road and other easement dedications as may be required under the Phase I Zoning, (6) design guidelines for the TCN-MUA, and (7) agreements for future boundary line adjustments to establish the final ownership of the Land Bays as contemplated herein; and
  - iv. Other easements or agreements as may be required for the continued use and operation of certain existing improvements.

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

### 5. Property Investigations.

- a. It is the parties' desire to conduct all investigations of the property which they will acquire through the REEA during the pendency of this IREEA, so that any known condition of such property to which a party would take exception may be addressed during the pendency of this IREEA. Notwithstanding the foregoing, it is expected that the REEA will provide the parties a continuing right of investigation up to the date of closing under the REEA to ensure that the condition of the property as determined during these property investigations remains consistent at the time of closing under the REEA.
- b. For purposes of this Section 5, Inova shall be the "Purchaser" and County shall be the "Seller" with respect to the land that Inova will acquire from the County through the REEA; and County shall be the "Purchaser" and Inova shall be the "Seller" with respect to the land that County will acquire from Inova through the REEA. Between the Effective Date of this IREEA and the Effective Date of the REEA, upon reasonable advance notice to and subject to reasonable coordination with Seller, Purchaser and its agents may have access to the respective land to be conveyed to Purchaser, accompanied by Seller's designated representative, subject to the rights of occupants, in order to make such inspections and perform such tests as required by it. The parties further agree to reasonably cooperate in the exchange of non-proprietary investigations, plans, reports, studies, surveys and other documents related to the land and improvements subject to this IREEA. Purchaser has the Seller's permission to communicate with and engage current and former engineers, consultants and contractors for the land and improvements that are the subject of this IREEA at Purchaser's expense. All investigations, studies and surveys conducted by Purchaser shall

## ATTACHMENT 2

be at Purchaser's sole cost and expense. Seller shall have the right to approve any investigations, studies and surveys that may cause damage to Seller's land or improvements, such approval not to be unreasonably withheld, conditioned or delayed. Purchaser shall keep all such investigations, studies, surveys, and other information obtained pursuant to this Section 5 confidential, except that Purchaser may share such investigations, studies, surveys, and other information with its officers, employees, agents, and third-party contractors. Purchaser shall repair and restore any damage to the Seller's land or improvements caused by Purchaser's activities. The provisions of this Section 5 shall survive closing under the REEA or termination of this IREEA. At Seller's request Purchaser shall or shall cause any of its consultants entering upon the Seller's land or improvements to deliver to Seller certificates of insurance, listing Seller as an additional insured and evidencing general liability insurance coverage in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00) and One Million and no/100 Dollars (\$1,000,000.00) in the aggregate; provided, however, that with respect to any County employees (as opposed to private consultants) entering upon the Inova Land or improvements, County may instead deliver (i) a statement of self-insurance regarding general liability insurance coverage in an amount of One Million and no/100 Dollars (\$1,000,000.00) (but not listing Inova as an additional insured) and (ii) a certificate of insurance listing Inova as an additional insured and evidencing excess general liability insurance coverage in an amount of not less than Ten Million and no/100 Dollars (\$10,000,000.00). Further, notwithstanding the foregoing, Inova shall have satisfied its insurance obligation hereunder if the required insurance is provided by Inova's captive self-insurance company known as *InovaCap*.

### 6. Termination.

- a. Outside Term of IREEA. Unless earlier terminated as provided in this IREEA, this IREEA shall terminate and be of no further force or effect (except with respect to all provisions hereof which are expressly set forth to survive termination) upon the earlier to occur of (i) the Effective Date of the REEA, or (ii) December 31, 2017 in the event that the Phase I Zoning is not approved by the Board of Supervisors of Fairfax County, acting in its governmental capacity, by such time. Notwithstanding the foregoing, the parties may mutually agree in writing to extend the term of this IREEA, neither party being under any obligation to do so.
- b. Termination for Failure to Reconcile Good Faith Disagreement. If, despite the parties' diligent, good faith reasonable efforts to resolve their differences with respect to (i) the process for coming to agreement on matters related to the components of the Phase I Zoning as provided in Section 3.d. herein or (ii) negotiations with respect to the REEA, the parties are nevertheless unable to reach agreement, then the parties agree to implement Sections 7.a. and 7.b. of the Dispute Resolution provisions of this IREEA in a further attempt to reconcile their disagreement. In the event such provisions do not result in agreement among the parties, then either party may terminate this IREEA by written notice to the other, whereupon this IREEA shall terminate (except with respect to all provisions hereof which are expressly set forth to survive termination).
- c. Termination Because Budget Exceeded. In the event either (or both) party's Common Consultant budget limit, as set forth in Section 3.e.iii. and 3.e.iv. herein, is met, or in the event the County reasonably elects not to reallocate an Exhibit D line item or not to expend Basic Contingency funds beyond the \$50,000 limits for the same as set forth in Section 3.c.ii.

## ATTACHMENT 2

herein, then such party(ies) shall have the right, in their sole and absolute discretion, to either (i) continue funding the Phase I Zoning effort with additional funds (subject, in the instance of the County, to the amount of the County Reserve Contingency, as it may be increased pursuant to subsequent authorization), or (ii) to terminate this IREEA upon ten (10) days prior written notice to the other party. In the event one party elects to so terminate this IREEA, the other party shall have the right to elect (such election to be made in writing to the other party within ten (10) days of the electing party's receipt of the other party's notice of termination) to continue to fund the Phase I Zoning effort unilaterally, in which event (X) this IREEA shall not terminate, except that the party having elected to terminate shall have no further monetary obligation to fund the Phase I Zoning, (Y) the party having elected to terminate shall cooperate with the party having elected to continue in order to fulfill the intent of this IREEA with respect to the Phase I Zoning, and (Z) the parties shall negotiate diligently and in good faith concerning a mechanism whereby the party having elected to terminate will reimburse the party having elected to continue in the event of the approval of the Phase I Zoning. For the avoidance of doubt, the purpose of this Section 6.c. is to address circumstances where the Phase I Zoning would be abandoned for a lack of funding to complete it; this Section 6.c. shall not allow one party unilaterally to continue the Phase I Zoning effort under circumstances where the parties have been unable to reconcile a good faith disagreement as provided in Section 6.b. or in the event of a termination for convenience as set forth in Section 6.d. herein.

- d. Termination for Convenience. Either party may unilaterally terminate this IREEA for any reason. If either party terminates this IREEA pursuant to this subsection, then the terminating party shall reimburse the other party its actual, direct costs incurred in furtherance of the Phase I Zoning, the REEA and this IREEA within thirty (30) days of receipt of a substantiated invoice therefor (but in no event shall the non-terminating party be entitled to an award of lost profits or other consequential damages). The parties acknowledge and agree that neither of the following shall constitute a termination for convenience: (i) a Board of Supervisors' failure to approve the form of REEA presented for approval, nor (ii) a termination pursuant to Section 6.b. or 6.c. hereunder. The parties acknowledge and agree that a party's determination to stop participating in the Phase I Zoning effort (including that party's failure to pay for the effort, subject to that party's dispute rights set forth in this Agreement) or to cease good faith negotiations of the REEA (subject to that party's rights as set forth in this Agreement) shall be considered a termination for convenience affording the non-terminating party its rights under this Section 6.d. (without limitation to other remedies as may be available at law or in equity).
7. Dispute Resolution.
    - a. The parties agree to cooperate to achieve the objectives of this IREEA, and to use diligent, reasonable and good-faith efforts to resolve all disputes and disagreements that may arise hereunder. All disputes, claims and other matters in question between the parties arising out of or in relation to this IREEA shall first attempt to be resolved at the field level through discussions between the Inova Representative and the DPWES Representative.
    - b. If a dispute or disagreement cannot be resolved as such, senior representatives of Inova and the County, upon the request of either party, shall use diligent, good faith reasonable efforts to meet within ten (10) days from and after the date such request is made, to attempt to



## ATTACHMENT 2

resolve such dispute or disagreement. The County's senior representative, for purposes of this Section 7.b. shall be Ron N. Kirkpatrick (ronald.kirkpatrick2@fairfaxcounty.gov) or, if Ron Kirkpatrick is no longer a Deputy Director of the Department of Public Works and Environmental Services, any then-current Deputy Director of the Department of Public Works and Environmental Services, and the Inova senior representative shall be John Gaul (john.gaul@inova.org) or the then-current senior head of real estate for Inova; provided that each such party shall have the right to change its senior representative upon notice in accordance with the IREEA, so long as the senior representative is not an individual who has previously worked regularly on the deal. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If, despite diligent, good faith reasonable efforts, the party of whom such meeting is requested is unable or unwilling to meet within twenty (20) days from and after the date such request is made, then the requesting party shall have the right to cancel the request and proceed to seek judicial review as provided below and/or to terminate this IREEA as provided in Section 6 herein.

- c. If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may, if both parties agree, submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. The costs of the mediator's fees, costs and expenses shall be shared equally between the parties.
  - d. If the parties cannot agree internally and do not agree to mediation, then, subject to applicable law, judicial review shall be available for all other causes of action or suits for equitable relief. Venue for any suit or action filed by either party to this IREEA will be the Circuit Court of Fairfax County, Virginia.
  - e. The prevailing party in any such dispute shall be entitled to recover its legal fees and expenses (including expert's fees) from the non-prevailing party, together with any late fees or interest that is due on such payment.
8. Miscellaneous.
- a. Successors and Assigns. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This IREEA may not be assigned without the prior written consent of the parties to this IREEA.
  - b. Notices. All notices and demands by either party to the other shall be given in writing and sent electronically and also sent by a nationally recognized overnight courier (and deemed delivered one business day after having been sent) or by United States certified mail, postage prepaid, return receipt requested (and deemed delivered two business days after having been sent), and addressed as follows:

To County: Carey Needham, Director  
Building Design & Construction Division  
Department of Public Works & Environmental Services  
12000 Government Center Parkway, Suite 449

ATTACHMENT 2

Fairfax, VA 22035  
carey.needham@fairfaxcounty.gov

with a copy to: Office of the County Attorney,  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035  
Attn: County Attorney  
ryan.wolf@fairfaxcounty.gov

To Inova: Inova Health Care Services  
Attn: John Gaul, SVP and General Counsel  
8110 Gatehouse Road, Suite 200E  
Falls Church, VA 22042  
John.Gaul@Inova.org

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

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

- c. Confidentiality. Inova shall keep all reports, studies, correspondence, drafts thereof, and other documents and information prepared or received in connection with this IREEA confidential, except that Inova may share such documents and information (i) with its officers, employees, agents, attorneys, third-party consultants and the Common Consultants to further the purposes of this IREEA, (ii) with regulatory government staff and others to further the Phase I Zoning approval effort, (iii) otherwise to implement Inova's requirements under this IREEA or as Inova may be required by law, and (iv) in connection with the further development of the Inova blocks. For the avoidance of doubt, all reports, studies, correspondence, and other documents and information either received from or submitted to ZED or any other regulatory body pursuant to this IREEA shall not be considered confidential and shall not be subject to the provisions of this Section 8.c.
- d. Further Assurances. The parties agree to execute, acknowledge and deliver and record all documents, instruments, and/or agreements as are necessary to effectuate the agreement contemplated herein upon the request of the other, their successors or assigns as the case may be.
- e. Counterparts. This IREEA may be executed in one or more counterparts, each of which shall be deemed an original, but both of which such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this IREEA or any counterpart hereof to produce or account for the other original counterpart.
- f. Entire Agreement. This IREEA and the Exhibits attached hereto and forming a part hereof set forth the entire agreement between the parties concerning the matters related hereto. No alteration, amendment, change or addition to this IREEA shall be binding upon either party unless reduced to writing and signed by each party.

## ATTACHMENT 2

- g. Headings. The section and paragraph headings appearing in this IREEA are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.
- h. Governing Law. This IREEA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- i. Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of the County's financial obligations under this IREEA are subject to appropriations by the Board of Supervisors to satisfy payment of such obligations.

[Signatures begin on following page]

ATTACHMENT 2

IN WITNESS WHEREOF, the parties have executed this IREEA as of the day and year first above written.

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

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

Its: \_\_\_\_\_

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

INOVA HEALTH CARE SERVICES, a Virginia non-stock corporation

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

Its: \_\_\_\_\_

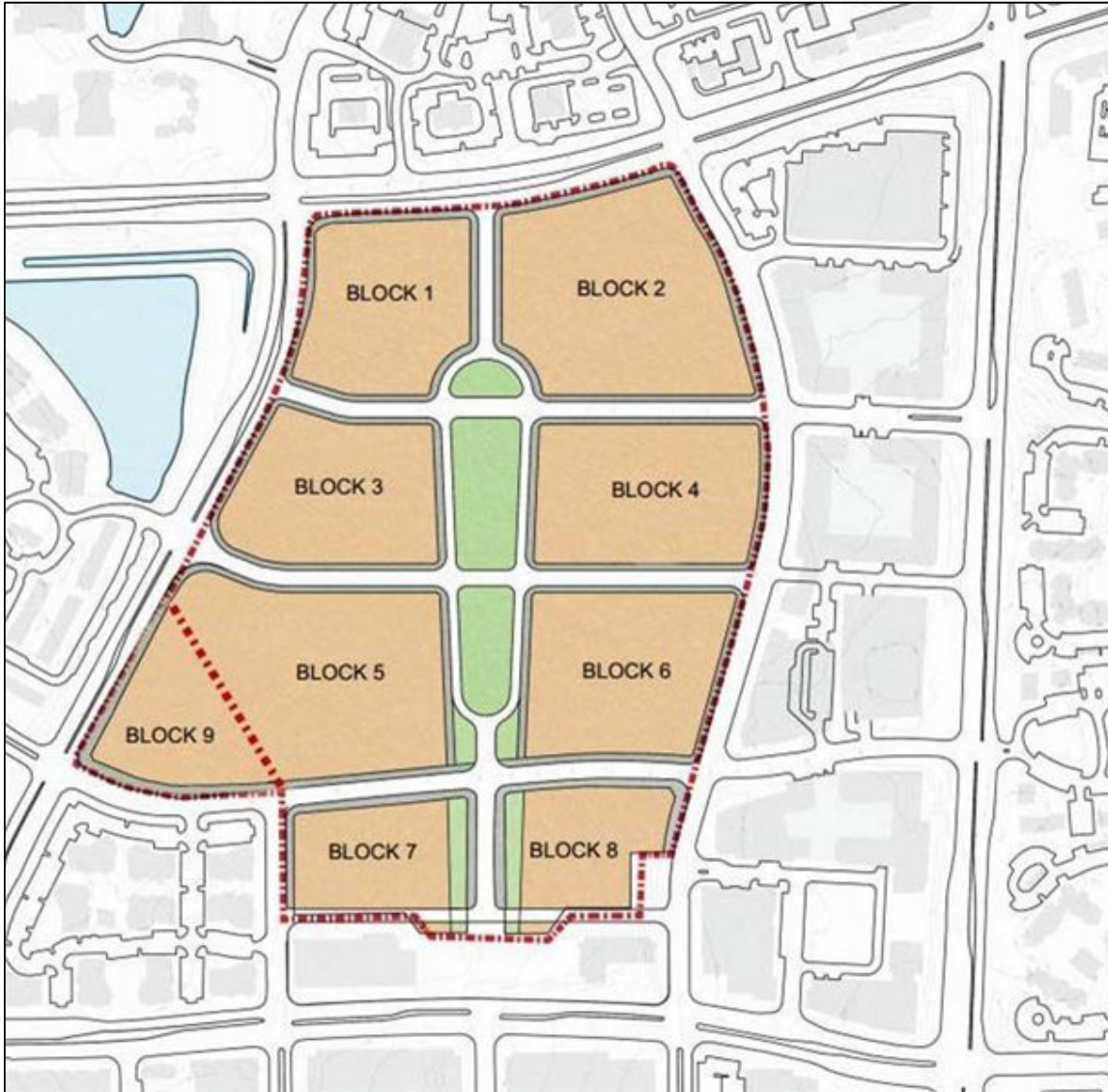
Date: \_\_\_\_\_



ATTACHMENT 2

**Exhibit B**

**Concept Plan**

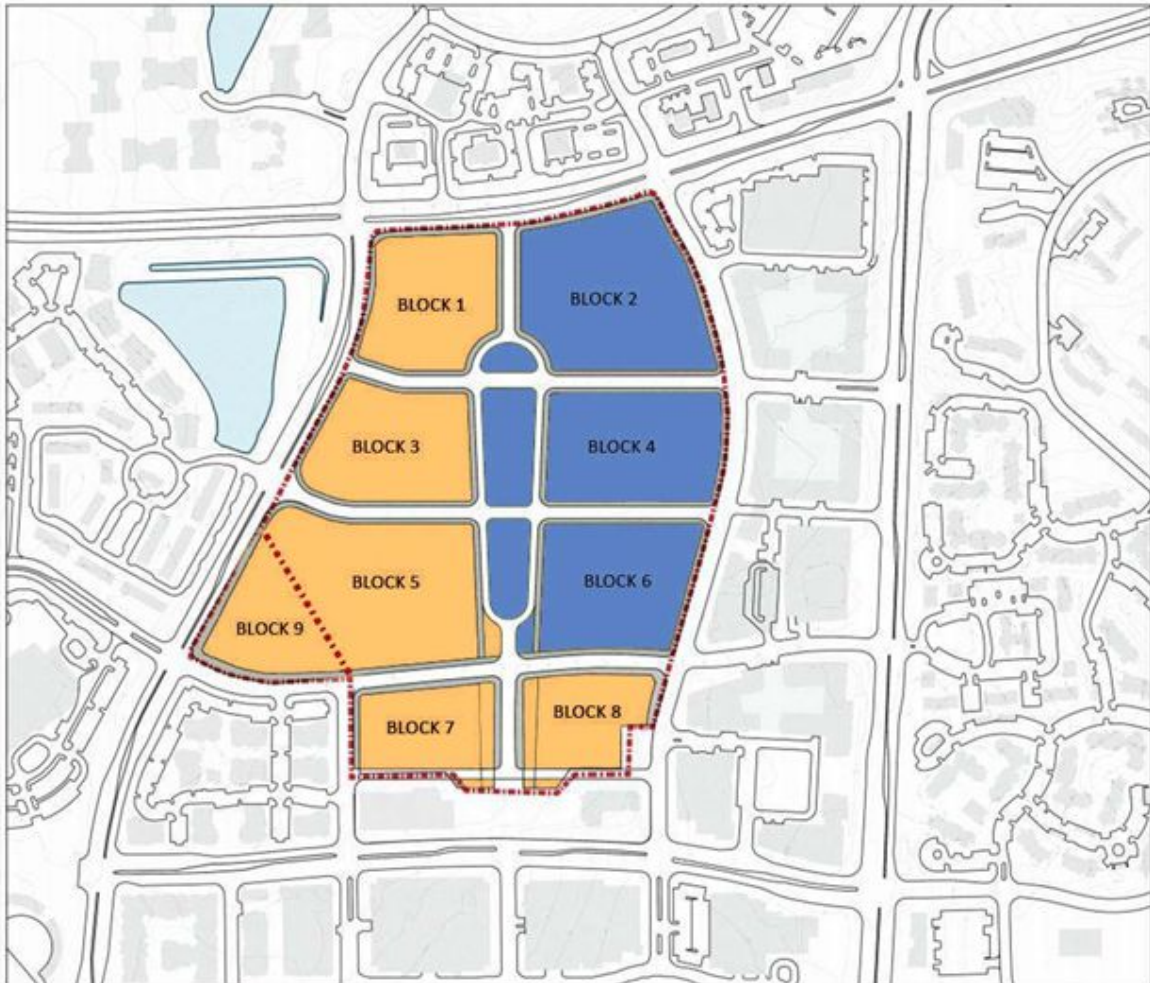




ATTACHMENT 2

Exhibit C

Future Ownership of Land Bays\*



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



ATTACHMENT 2

Exhibit D – Page 1 of 2

Common Consultants, Scope, and Preliminary Budget

EXHIBIT D  
Page 1 of 2

# Reston Town Center North

Consultant Budget and Scope Allocation

		Cost Sharing				Comments
		Pre-IREEA				
		Common Budget Amount	Non-Common	Common	Common Consultant	
<b>1.1 Consultants</b>						
Design Guidelines		\$0	X		N/A	Each Entity pays its own consultants
Land Planner - DP		\$0	X		N/A	Each Entity pays its own consultant
Civil Engineer - DP						
Preliminary Planning Phase		\$2,300		X	Urban	Based on Urban Proposal 14-112.00, Tasks 1-5 (Executed by Inova)
Offsite Improvements Surveys						
Offsite Transportation Improvement Studies						
Storm and Sanitary As-Built						
Additional Services (15%)						
Landscape Preliminary Planning Phase - Central Green						
Additional Revision						
Additional Design Meeting Allowance						
Additional Services (20%)						
Preparation and Processing of the RZ/PCA/DP						
Third Resubmission						
Sanitary Sewer - Offset Peaks Analysis						
Additional Services (15%)						
Civil Engineer - Subdivision/Transaction Exhibits		\$9,200		X	Urban	Based on Urban Proposal 14-114 R1
Boundary Line Adjustment Plat						
Misc Survey						
Additional Services (15%)		\$1,000		X	Urban	Budget
Landscape Architect - DP/Streetscape & Central Green						
Third Resubmission						
Architectural for fixed structures (Conceptual Only)						
Additional Renderings/Graphics						
Additional Meetings						
Additional Services (15%)						
Landscape Architect - Land Bays		\$0	X		N/A	
Traffic Consultant - Zoning TIS						
Part A - Traffic Data Collection, Initial Analysis and Meetings		\$43,598		X	Wells	Work is complete. The cost is based on Wells + Associates billings.
Update Traffic Counts						
Part B - 870 TIS Preparation and Approval						
Part B - Major Revision						
Part B - Access Management and other VDOT waivers						
Part B - Additional Meetings						
Part B - Additional Services (15%)						
Signage/Wayfinding Consultant						
Additional Services (20%)						
Lighting Consultant						
Noise Consultant						
FAA Consultant						
Geotechnical						
Wetlands Consultant		\$7,000		X	WSSI	Reconnaissance only for Wetlands and Pogonia - based on WSSI proposal dated 5/27/2015
Dry Utility Consultant						
Utility Demarcation and Surveying						
Other Undefined Consultants						
Development Consultant		\$0	X		N/A	
<b>1.2 Filing Fees</b>						
Proffered Condition Amendment - PRC District						
Rezoning - PRC District						
Interpretations						
<b>1.3 Consultant Reimbursables</b>		\$2,000		X	Varies	
<b>1.4 Printing Costs</b>		\$2,000		X	Varies	
<b>1.5 Other</b>						
Estimating & Budgeting						
Other						
Subtotal		\$67,098				
Basic Contingency		\$13,872	20%			
Total by Phase		\$80,970				

Total Pre-IREEA and Post-IREEA (Rounded) \$1,381,000

Allocations - Total Pre-IREEA and Post-IREEA	\$	%
Inova Common Consultant Budget Limit	\$619,931	44.89%
County Common Consultant Budget Limit	\$761,069	55.11%



ATTACHMENT 2

Exhibit D – Page 2 of 2

Common Consultants, Scope, and Preliminary Budget

Reston Town Center North Consultant Budget and Scope Allocation		EXHIBIT D Page 2 of 2			
		Cost Sharing			
		Post-IREEA			
		Common Budget Amount	Non- Common	Common Consultant	Comments
<b>1.1 Consultants</b>					
Design Guidelines					
Land Planner - DP			X		Each Entity pays its own consultant
Civil Engineer - DP					
Preliminary Planning Phase		\$43,700		X Urban	Based on Urban Proposal 14-112.00, Tasks 1-5 (Executed by Inova)
Offsite Improvements Surveys		\$9,000		X Urban	UEA Task #6 - Assumes 3 are required
Offsite Transportation Improvement Studies		\$10,000		X Urban	UEA Task #7 - Assumes 2 are required
Storm and Sanitary As-builts		\$9,200		X Urban	Based on Task #8 of Urban Proposal 14-114.R1
Additional Services (15%)		\$10,800		X Urban	Budget
Landscape Preliminary Planning Phase - Central Green		\$56,400		X Land Design	Based on Land Design Proposal dated 5/29/2015 with Cost Analysis
Additional Revision		\$5,000		X Land Design	Budget based on 50% of Phase 200 of Land Design's proposal
Additional Design Meeting Allowance		\$6,000		X Land Design	Budget based on 50% of estimated Meetings allowance
Additional Services (20%)		\$13,500		X Land Design	Budget
Preparation and Processing of the RZ/PCA/DP		\$143,500		X Urban	Based on Urban Proposal 14-113.R1
Third Resubmission		\$10,000		X Urban	Budget based on Task #8
Sanitary Sewer - Offset Peaks Analysis		\$10,000		X Urban	UEA Task #10
Additional Services (15%)		\$24,500		X Urban	Budget
Civil Engineer - Subdivision/Transaction Exhibits		\$16,900		X Urban	Based on Urban Proposal 14-114.R1
Boundary Line Adjustment Plat		\$0		X Urban	Assumed to be an REEA expense
Misc. Survey		\$4,500		X Urban	Task #9 in Urban Proposal 14-114.R1
Additional Services (15%)		\$3,200		X Urban	Budget
Landscape Architect - DP/Streetscape & Central Green		\$61,000		X Land Design	Based on Land Design Proposal dated 5/29/2015
Third Resubmission		\$12,000		X Land Design	Based on second submission budget
Architectural for fixed structures (Conceptual Only)		\$7,500		X TBD	Based on discussions with Land Design
Additional Renderings/Graphics		\$5,000		X Land Design	Budget
Additional Meetings		\$10,000		X Land Design	Budget based on 100% of the Community outreach costs
Additional Services (15%)		\$15,000		X Land Design	Budget
Landscape Architect -Land Bays		\$0	X	N/A	
Traffic Consultant - Zoning TIS					
Part A - Traffic Data Collection, Initial Analysis and Meetings					
Update Traffic Counts		\$15,000		X Wells	Original traffic counts may no longer be valid at the time we submit prepare the TIA resulting in the need to take new counts. Budget based on Wells E-mail dated December 2, 2014.
Part B - 870 TIS Preparation and Approval		\$68,000		X Wells	Based on Wells Proposal dated 2/24/2014, revised 5/08/2015, rounded up to the nearest \$1,000
Part B - Major Revision		\$16,750		X Wells	Assumes one major revision based on analysis and D (i) documentation costs in the 5/08/2015 revision
Part B - Access Management and other VDOT waivers		\$15,000		X Wells	Assumes three waivers are prepared by Wells for the DP
Part B - Additional Meetings		\$28,000		X Wells	Historically, meeting costs for a Reston application are 2 to 3 times what Wells estimates
Part B - Additional Services (15%)		\$21,000		X Wells	Budget
Signage/Wayfinding Consultant		\$55,000		X TBD	Based on budgets provided by RTK1 and Friends of Steve Neumann
Additional Services (20%)		\$11,000		X TBD	Budget
Lighting Consultant		\$20,000		X TBD	Allowance
Noise Consultant		\$7,500		X TBD	This may not be required until a OPA/PRC plan is submitted for a defined use on a block
FAA Consultant		\$0	X	N/A	Likely not required until a OPA/PRC plan is submitted for a defined use on a block
Geotechnical		\$15,000		X TBD	Budget - Preliminary review of soils conditions along with a few borings/hand augers
Wetlands Consultant					
Dry Utility Consultant		\$15,000		X TBD	Conceptual layout only. Budget based on a general discussion with Davis Utility Consulting
Utility Demarcation and Surveying		\$45,000		X TBD	Budget for Quality Level B Sweep of all public and private utilities - Survey costs are included in UEA proposals
Other Undefined Consultants		\$30,000		X TBD	Other undefined common consultants
Development Consultant		\$0	X	N/A	
<b>1.2 Filing Fees</b>					
Proffered Condition Amendment - PRC District		\$57,320		X N/A	\$13,640 + (\$910/acre x 48 acres = round up of the 47.59 acres)
Reopening - PRC District		\$70,960		X N/A	\$27,280 + (\$910/acre x 48 acres = round up of the 47.59 acres)
Interpretations		\$1,600		X N/A	Assumes 2 post-zoning interpretations prior to the Real Estate Exchange Agreement execution
<b>1.3 Consultant Reimbursables</b>		\$22,500		X Varies	Includes \$2,500 for subdivision notice mailings
<b>1.4 Printing Costs</b>		\$30,000		X Varies	
<b>1.5 Other</b>					
Estimating & Budgeting		\$40,000		X TBD	Allowance
Other		\$10,000		X TBD	Allowance
<b>Subtotal</b>		<b>\$1,083,330</b>			
<b>Basic Contingency</b>		<b>\$216,700</b>	20%		
<b>Total by Phase</b>		<b>\$1,300,030</b>			
<b>Total Pre-IREEA and Post-IREEA (Rounded)</b>		<b>\$1,381,000</b>			
<b>Allocations - Total Pre-IREEA and Post-IREEA</b>		<b>\$</b>	<b>%</b>		
<b>Inova Common Consultant Budget Limit</b>		<b>\$619,931</b>	<b>44.89%</b>		
<b>County Common Consultant Budget Limit</b>		<b>\$761,069</b>	<b>55.11%</b>		

## Exhibit E

## Schedule

ID	Task Name	Duration	Start	Finish	Predictions	2015 JJA SOND J F M A M J J A S O N D 9/23 ♦ BOS approves IREEA	2016 JJA SOND J F M A M J J A S O N D ♦ BOS approves IREEA	2017 J F M A M J J A S O N D ♦ BOS approves IREEA	2018 J F M A M J J A S O N D
1	BOS approves IREEA	0 days	Tue 9/22/15	Tue 9/22/15					
2	IREEA Executed	1 wk	Tue 9/22/15	Mon 9/28/15	1		IREEA Executed		
3	County/Inova develop streetscape concepts	54 days	Tue 9/29/15	Wed 12/16/15	2		County/Inova develop streetscape concepts		
4	County/Inova Develop Central Green concept	54 days	Tue 9/29/15	Wed 12/16/15	2		County/Inova Develop Central Green concept		
5	870 Traffic Impact Study	260 days	Tue 9/29/15	Fri 10/7/16			870 Traffic Impact Study		
22	Prepare Ph. 1 Rezoning Submission	40 days	Thu 12/17/15	Mon 2/15/16	4		Prepare Ph. 1 Rezoning Submission		
24	Internal Submission Approvals	35 days	Tue 2/16/16	Tue 4/5/16	23		Internal Submission Approvals		
28	Submit RZ/PCADPA Application	0 days	Thu 4/7/16	Thu 4/7/16	27FS+2 days		Submit RZ/PCADPA Application		
29	Rezoning/PCADP Approval Process	265 days	Wed 4/13/16	Thu 4/20/17			Rezoning/PCADP Approval Process		
43	Final Staff Report	3 wks	Fri 4/21/17	Thu 5/11/17	42		Final Staff Report		
44	Planning Commission Public Hearing	0 days	Wed 6/7/17	Wed 6/7/17	43FS+13 days		Planning Commission Public Hearing		
45	Planning Commission Decision	0 days	Wed 6/28/17	Wed 6/28/17	44FS+15 days		Planning Commission Decision		
46	BOS Public Hearing	0 days	Tue 7/25/17	Tue 7/25/17	45FS+19 days		BOS Public Hearing		
47	BOS Clerk's Letter	0 days	Tue 9/5/17	Tue 9/5/17	46FS+6 wks		BOS Clerk's Letter		
48	IREEA	106 days	Thu 11/2/16	Fri 7/21/17			IREEA		
54	BOS Public Hearing on the IREEA	0 days	Tue 7/25/17	Tue 7/25/17	53FS+2 days		BOS Public Hearing on the IREEA		

**Exhibit F**

**Standard Terms and Conditions**

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

**Schedule A to Exhibit F**

***Common Consultant Insurance and Indemnity Requirements***

1. Each Common Consultant shall be responsible for its professional services. The Common Consultant assumes all risk of all damage or injury to any person or property, resulting from the Common Consultant's errors, omissions or negligent act(s).
2. The Common Consultant shall, during the continuance of all work under the Common Consultant Contract provide the following:
  - A. Maintain statutory Workers' Compensation insurance in limits of not less than that required statute or \$100,000 (whichever is greater), and Employer's Liability insurance in limits of not less than \$1,000,000.
  - B. The Common Consultant agrees to maintain Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, to protect the Common Consultant, and the interests of Inova and County, their officers and employees against any and all injuries to third parties, including bodily injury and personal injury.
  - C. The Common Consultant agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the minimum amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Common Consultant. In addition, all mobile equipment used by the Common Consultant in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - D. The Common Consultant firm agrees to maintain Professional Liability insurance in the limits of \$1,000,000 per occurrence or claim/aggregate per year. This coverage shall continue in force for three years following completion of work under the Common Consultant Contract.
  - E. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Common Consultant has been issued on a "claims made" basis, the Common Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Common Consultant must either:

    - (i) Agree to provide certificates of insurance evidencing the above coverages for a period of five years after final payment for the Common Consultant Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Common Consultant's or sub-consultant's work under the Common Consultant Contract, or
    - (ii) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended

## ATTACHMENT 2

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

- F. The Common Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
  - G. Common Consultant shall indemnify, keep and save harmless Inova and the County, their agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, theft, suits, liabilities, judgments, costs and expenses which may otherwise accrue against Inova or the County in consequence of the work performed under this Common Consultant Contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Common Consultant or his or her employees, or that of any subcontractor or his or her employees, if any; and the Common Consultant shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against Inova or the County in any such action, the Common Consultant shall, at his or her own expense, satisfy and discharge the same.
  - H. The Common Consultant will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.
  - I. The Common Consultant will secure and maintain all insurance certificates of its sub-consultants which shall be made available on demand.
  - J. The Common Consultant will provide on demand certified copies of all insurance coverages related to the Common Consultant Contract within ten business days of demand. These certified copies will be sent directly from the Common Consultant's insurance agent or representative.
- 3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to County and Inova. The Common Consultant shall furnish a new certificate prior to any change or cancellation date.
  - 4. Nothing contained herein shall be construed as creating any contractual relationship between any sub-consultants and Inova or the County. The Common Consultant shall be as fully responsible to Inova and the County for the acts and omissions of any sub-consultants and of persons employed by them as it is for acts and omissions of person directly employed by it.
  - 5. Precaution shall be exercised by the Common Consultant at all times for the protection of persons (including employees) and property under their control.
  - 6. The Common Consultant and all sub-consultants are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Common Consultant Contract.

Board Agenda Item  
September 22, 2015

4:00 p.m.

Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for Refuse/Recycling, and/or Vacuum Leaf Collection Service (Mount Vernon District)

ISSUE:

Public Hearing to consider approval of the De-Creation/Re-Creation of Small and Local Sanitary District for refuse/recycling and/or vacuum leaf collection service.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petition within Mount Vernon District.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
Small District 1 Within Mount Vernon District (Martha's Road)	De-Create/ Re-Create	Add Vacuum Leaf Collection	Approve

TIMING:

Board of Supervisors' authorized to advertise on July 28, 2015, for a public hearing on September 22, 2015, at 4:00 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or vacuum leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings.

The submitted petitions have been reviewed, and it is recommended that the submitted petitions be approved. If approved, the modifications will become permanent in October 2015

Board Agenda Item  
September 22, 2015

FISCAL IMPACT:  
None

ENCLOSED DOCUMENTS:  
Attachment 1: Summary Sheet  
Attachment 2: Data Sheet with Resolution and Map

STAFF:  
Robert A. Stalzer, Deputy County Executive  
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)  
Stephen W. Aitcheson, Deputy Director, Department of Public Works and Environmental Services (DPWES)

## SUMMARY SHEET

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

1. De-create/Re-create Small District 1 within Mount Vernon District for the purpose of providing County Refuse, Recycling and adding Vacuum Leaf Collection Service to the Martha's Road area.



DATA SHEET  
De-Create/Re-Create  
Small District 1  
Within the Mount Vernon District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Martha's Road area.

- Petition requesting service received September 2014
- Petition Area: 164 Properties
- 105 Property Owners in favor
- 33 property owners opposed
- 26 Non-responsive / unable to contact
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved effective October 1, 2015.

ADOPTION OF A RESOLUTION  
TO DE-CREATE/RE-CREATE  
SMALL DISTRICT 1  
WITHIN MOUNT VERNON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday the 22<sup>nd</sup> day of September, 2015 at which a quorum was present and voting, the following resolution to be effective October 31, 2015, was adopted:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the de-creation/re-creation by the Board of Supervisors of Fairfax County, Virginia, of a local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by de-creating/re-creating the local sanitary district for the purpose of adding vacuum leaf collection to current service of refuse and recyclables collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby de-created/re-created by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code Section 15.2-858, as amended, to be known as, Small District 1 within Mount Vernon District, Fairfax County, Virginia, which said local sanitary district shall be described as follows:

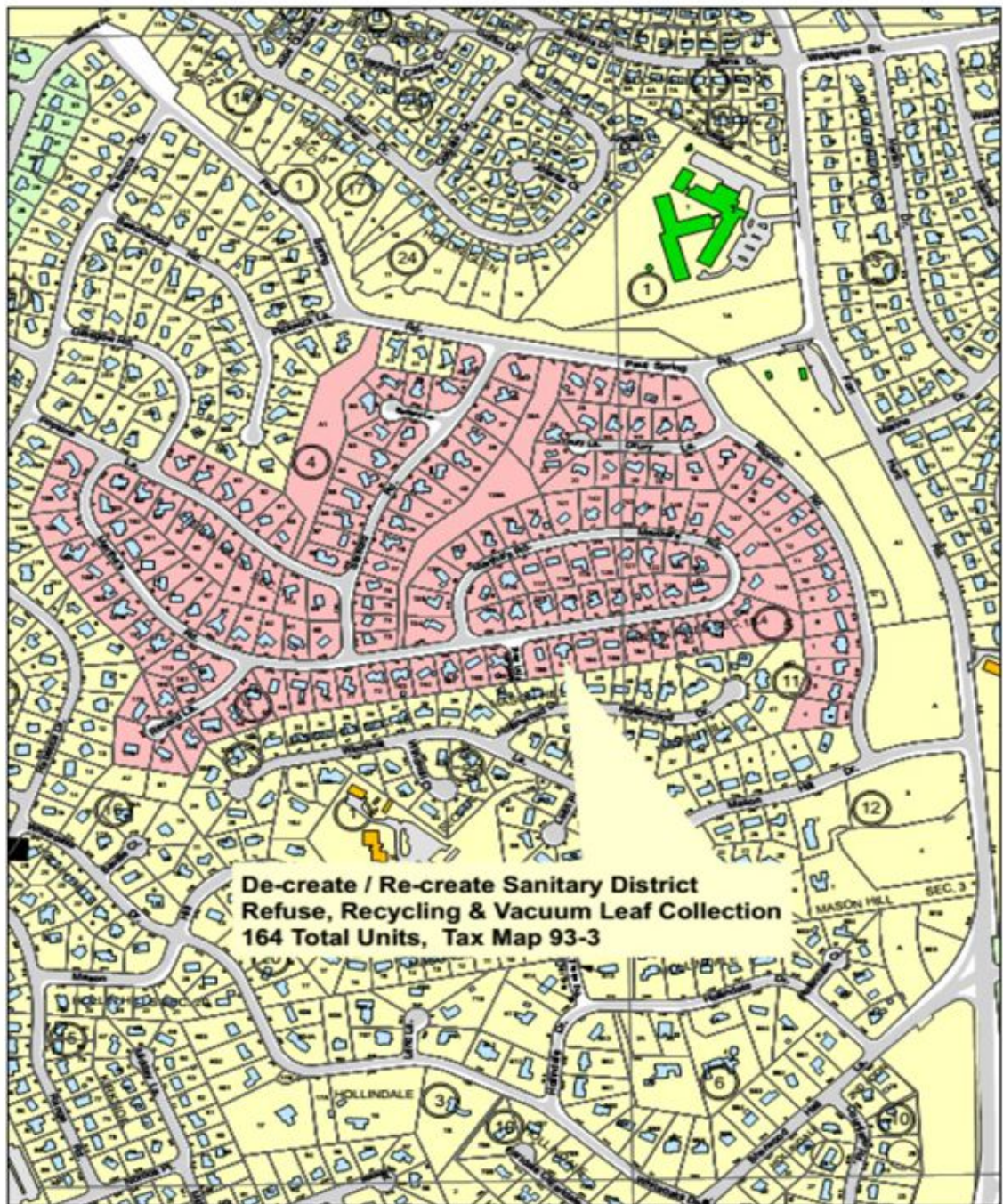
The de-creation/re-creation of Small District 1 within Mount Vernon District to include the Martha's Road area located in the County of Fairfax, Alexandria, Virginia and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 1 within Mount Vernon District is hereby de-created/re-created to wit:

To provide for refuse, recyclables and vacuum leaf collection for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of September, 2015

\_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board



93-3

Marthas Road Area