FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 26, 2016

AGENDA

9:30	**Done**	Presentations
10:00	**Done**	Board Appointments
10:10	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Authorization for the Fairfax County Health Department to Apply for and Accept Grant Funding from the Virginia Department of Emergency Management to Enhance Regional Medical Countermeasure Dispensing Capabilities
2	**Approved**	Authorization to Advertise Public Hearings on a Proposed Amendment to Chapter 4 (Geotechnical Guidelines) of the Public Facilities Manual Regarding Expansive Soils and Slope Stability
3	**Approved with amendment**	Authorization to Advertise Public Hearing on a Proposed Zoning Ordinance Amendment Re: Reference Citations for Nursery Schools, Child Care Centers & Veterinary Hospitals; Special Permit Submission Requirements; Variance Standards; and Clarification of the Definition of Public Use
4	**Approved**	Authorization to Advertise a Public Hearing to Consider Changes to the Fairfax County Code, Virginia, Chapter 33, Pawnbrokers and Precious Metals and Gems Dealers
5	**Approved**	Extension of Review Period for 2232 Applications (Providence District)
6	**Approved**	Authorization to Advertise a Public Hearing on the County and Schools' FY 2016 Carryover Review to Amend the Appropriation Level in the FY 2017 Revised Budget Plan
7	**Approved**	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant
8	**Approved**	Additional Time to Commence Construction for Special Exception SE 2013-MV-011, Kimberly B. and Kelly P. Campbell (Mount Vernon District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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ADMINISTRATIVE ITEMS (Continued)

9	**Approved**	Additional Time to Commence Construction for Special Exception SE 2011-PR-007, Page Annandale Road Associates, LLC (Providence District)
10	**Approved**	Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception SE 2013-MA-002, TD Bank, N.A. (Mason District)
11	**Approved**	Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception SE 2013-PR-021, Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. (Providence District)
12	**Approved**	Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception Amendment 2012-MV-001, Woodlawn Hospitality, LLC (Mount Vernon District)

ACTION ITEMS

1	**Approved**	Approval of a Parking Reduction for Reston Excelsior (Hunter Mill District)
2	**Approved**	Approval of Standard Maintenance Agreements for Stormwater Management Facilities
3	**Approved**	Authorization to Execute an Amendment to the Deed of Ground Lease Between Board of Supervisors of Fairfax County and the Northern Virginia Regional Park Authority (Mount Vernon District)
4	**Approved**	Grant Agreement Stormwater Local Assistance Fund (SLAF) 15-05 Amendment No. 1 Between the Virginia Department of Environmental Quality and Fairfax County for the Pinecrest Golf Course – Turkeycock Run Stream Restoration Project (Mason District)
5	**Approved**	Approval of an Amended Parking Reduction for the Rolling-Fullerton Phase 4, Lot G Warehouses (Mount Vernon District)
6	**Approved**	Adoption of a Resolution Approving the Issuance of Revenue Refunding Bonds by the Economic Development Authority for the Benefit of Burgundy Farm Country Day School, Inc. (Lee District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 26, 2016

	ACTION ITEMS (Continued)	
7	**Approved**	Adoption of a Resolution Approving the Issuance of Revenue Refunding Bonds by the Economic Development Authority for the Benefit of Goodwin House Inc. (Mason District)
8	**Approved**	Approval of FY 2016 Year-End Processing
9	**Approved with amendment**	Approval of the Distribution of Plain Language Explanations for the 2016 Referendum on a Meals Tax and the 2016 Bond Referenda for Transportation, Parks and Park Facilities, and Human Services and Community Development
10	**Approved with amendment**	Approval of the Bond Pamphlet for the 2016 Referendum on a Meals Tax
11	**Approved with suggested amendments**	Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2017
12	**Approved**	Support Efforts to Modify Flight Paths South of Ronald Reagan Washington National Airport
	INFORMATION ITEMS	
1	**Noted**	Contract Award – Medical Detoxification Services
2	**Noted**	Belle View/New Alexandria Community Flooding and Amendment 4 of the Belle Haven Watershed Flood Damage Reduction Study Agreement Between Fairfax County and the U.S. Army Corps of Engineers (Mount Vernon District)
10:20	**Done**	Matters Presented by Board Members
11:10	**Done**	Closed Session
3:00	**Held**	Special Meeting of the Fairfax County Solid Waste Authority
	PUBLIC HEARINGS	
3:00	**Deferred to 9/20/16 at 3:30 p.m.**	Public Hearing on SE 2015-MV-019 (Charles County Sand & Gravel Company, Inc.) (Mount Vernon District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 26, 2016

PUBLIC HEARINGS
(Continued)

3:00	**Approved**	Public Hearing on RZ 2016-MV-011 (Artis Senior Living, LLC) (Mount Vernon District)
3:00	**Approved**	Public Hearing on SE 2015-MV-032 (Artis Senior Living, LLC) (Mount Vernon District)
3:30	**Approved**	Public Hearing on SEA 88-S-077-08 (Willard Road Mart, Inc.) (Sully District)
3:30	**Approved**	Public Hearing on AR 83-S-008-04 (Carol C. Mattusch and Richard S. Mason) (Springfield District)
3:30	**Approved**	Public Hearing on RZ 2016-SU-003 (CarrHomes, LLC) (Sully District)
3:30	**Approved**	Public Hearing on PRC –C-020 (Tall Oaks Development Company LLC and Tall Oaks Commercial Center LLC) (Hunter Mill District)
3:30	**Approved**	Public Hearing on SE 2016-HM-012 (Tall Oaks Development Company LLC and Tall Oaks Commercial Center LLC) (Hunter Mill District)
3:30	**Approved**	Public Hearing on SEA 94-P-040-03 (Pentagon Federal Credit Union) (Providence District)
4:00	**Approved**	Public Hearing on PCA 2006-PR-027 (WM/Olayan Holdings, LLC) (Providence District)
4:00	**Approved**	Public Hearing on SEA 00-P-050-02 (WM/Olayan Holdings LLC) (Providence District)
4:00	**Approved**	Public Hearing to Expand the Little Rocky Run Community Parking District (Sully District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment 2014-III-FC2, Located West of West Ox Road Between Monument Drive and Lee-Jackson Memorial Highway (Route 50) (Springfield District)
4:30	**Approved**	Public Hearing to Lease County-Owned Property at 7936 Telegraph Road to Cellco Partnership D/B/A Verizon Wireless (Lee District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 26, 2016

PUBLIC HEARINGS
(Continued)

4:30	**Approved**	Public Hearing on RZ 2014-DR-022 (Basheer/Edgemoore-Brooks, LLC) (Dranesville District)
4:30	**Approved**	Public Hearing on RZ 2015-HM-012/ FDP 2015-HM-012 (Sekas Homes, LTD) (Hunter Mill District)
4:30	**Approved**	Public Hearing on DPA –HM-117 (Sekas Homes, LTD) (Hunter Mill District)
5:00	**Held**	Public Comment

R E V I S E D

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
July 26, 2016

9:30 a.m.

PRESENTATIONS

- ANNOUNCEMENT AND RESOLUTION – To recognize Alan Ford for receiving the Virginia Cox Conserves Hero Award. Requested by Chairman Bulova.
- RESOLUTION – To recognize the Koinonia Foundation for its 50th anniversary. Requested by Supervisor McKay.
- RESOLUTION – To recognize Edythe Kelleher for her years of service on the Vienna Town Council. Requested by Chairman Bulova and Supervisors McKay, Foust, Gross, Hudgins and Storck.

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

Board Agenda Item
July 26, 2016

10:00 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard July 26, 2016
(An updated list will be distributed at the Board meeting.)

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

July 26, 2016

FINAL COPY

APPOINTMENTS TO BE HEARD JULY 26, 2016

(ENCOMPASSING VACANCIES PROJECTED THROUGH AUGUST 31, 2016)

(Unless otherwise noted, members are eligible for reappointment)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Heather Scott; appointed 4/16 by Cook) Term exp. 9/17 Resigned	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Margaret Osborne; appointed 12/14 by McKay) Term exp. 9/16 *Resigned*	Lee District Representative		McKay	Lee
VACANT (Formerly held by Edward Ehlers; appointed 3/15 by Herrity) Term exp. 9/16 *Resigned*	Springfield District Representative		Herrity	Springfield

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 *Resigned*	Builder (Single Family) Representative		By Any Supervisor	At-Large
Mark Drake (Appointed2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)

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

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

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

ANIMAL SERVICES ADVISORY COMMISSION (2 years)
[Note: In addition to attendance at Commission meetings, members shall volunteer at least 24 hours per year in some capacity for the Animal Services Division.]

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

ATHLETIC COUNCIL (2 years)

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

AUDIT COMMITTEE (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Christopher Wade (Appointed 1/12-1/14 by Bulova) Term exp. 1/16	At-Large #1 Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE
(1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Glenda DeVinney; appointed 5/12-4/15 by McKay) Term exp. 6/16 *Resigned*	Lee District Representative		McKay	Lee
Judith Fogel (Appointed 6/12-5/15 by Gross) Term exp. 6/16	Mason District Representative		Gross	Mason
VACANT (Formerly held by Brett Kenney; appointed 10/13-9/15 by Hyland) Term exp. 6/16 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon
Emilie Miller (Appointed 7/5-6/15 by L. Smyth) Term exp. 6/16	Providence District Representative	**Emilie Miller**	L. Smyth	Providence
Olga Hernandez (Appointed 9/04-6/15 by Frey) Term exp. 6/16	Sully District Representative	**Olga Hernandez**	K. Smith	Sully

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

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
Jill Patrick (Appointed 9/09-9/14 by Gross) Term exp. 9/15 ***Not eligible for reappointment***	At-Large #3 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE EXCEPTION REVIEW COMMITTEE (4 years)

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

CHILD CARE ADVISORY COUNCIL (2 years)

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

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Andrew Levy; appointed 10/09-5/14 by Bulova) Term exp. 5/16 *Resigned*	At-Large Chairman's Representative	**Jade Harberg**	Bulova	At-Large Chairman's
VACANT (Formerly held by Lance Lorenz; appointed 3/15 by Hudgins) Term exp. 5/16 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill
Jonathan Kiell (Appointed 4/15 by Hyland) Term exp. 5/16	Mount Vernon District Representative	**Jonathan Kiell**	Storck	Mount Vernon

Continued on next page

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Alan Potter; appointed 3/14 by Smyth) Term exp. 5/16 *Resigned*	Providence District Representative		L. Smyth	Providence
Karrie K. Delaney (Appointed 10/10-5/14 by Frey) Term exp. 5/16	Sully District Representative		K. Smith	Sully

COMMISSION FOR WOMEN (3 years)

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

COMMISSION ON AGING (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Chobot; appointed 6/13-6/15 by Cook) Term exp. 5/17 Resigned	Braddock District Representative	**Michael Perel**	Cook	Braddock

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COMMISSION ON AGING (2 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Eleanor Fusaro; appointed 1/14-5/14 by Hudgins) Term exp. 5/16 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Denton Urban Kent; Appointed 9/14 by Gross) Term exp. 5/16 *Resigned*	Mason District Representative		Gross	Mason
Robert Kuhns (Appointed 2/15 by Hyland) Term exp. 5/16	Mount Vernon District Representative		Storck	Mount Vernon

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Charles Dane; appointed 7/02-1/06 by Bulova; 1/10-1/14 by Cook) Term exp. 1/18 *Deceased*	Braddock District Representative	**William J. Murphy**	Cook	Braddock

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

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

COMMUNITY ACTION ADVISORY BOARD (CAAB)
(3 years)

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

CONFIRMATION NEEDED:

- Mr. Morgan Jameson as the Fairfax County Federation of Citizens Association Representative

CONSUMER PROTECTION COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Jacqueline G. Rosier (Appointed 9/08 by Connolly; 7/10-7/13 by Bulova) Term exp. 7/16	Fairfax County Resident #1 Representative	**Jacqueline G. Rosier** (Bulova)	By Any Supervisor	At-Large
Dennis D. Kirk (Appointed 10/82-6/94 by Davis; 6/98-7/13 by Gross) Term exp. 7/16	Fairfax County Resident #4 Representative	**Dennis D. Kirk** (Gross)	By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Howard Foard; appointed 11/12-10/15 by Hudgins) Term exp. 8/18 *Resigned*	At-Large Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Justin Fairfax; appointed 1/13-2/15 by Gross) Term exp. 2/18 *Resigned*	Mason District Representative		Gross	Mason
Brian D. Leclair (Appointed 10/13 by Hyland) Term exp. 8/16	Mount Vernon District Representative		Storck	Mount Vernon

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph A. Jay, appointed 11/06 by McConnell; 9/09-9/12 by Herrity) Term exp. 8/15 *Resigned*	Springfield District Representative		Herrity	Springfield

ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Steven Davis; appointed 5/01 by Hanley; 6/05 by Connolly; 6/09-6/13 by Bulova) Term exp. 7/1/17 *Resigned*	At-Large #5 Citizen Representative	**Linnie Haynesworth** (Bulova)	By Any Supervisor	At-Large
VACANT (Formerly held by Mark Lowham; appointed 12/09-6/15 by Bulova) Term exp. 7/1/19 *Resigned*	At-Large #6 Citizen Representative	**Esther Lee** (Bulova)	By Any Supervisor	At-Large

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)

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

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)

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

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

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
Curtis G. Viebranz (Appointed 1/13-7/13 by Hyland) Term exp. 6/16	Mount Vernon District Representative	**Robert Shenk**	Storck	Mount Vernon

FAIRFAX COUNTY EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES
(4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Thomas M. Stanners (Appointed 6/96-6/00 by Hanley; 8/04-7/08 by Connolly; 7/12 by Bulova) Term exp. 7/16	At-Large #3 Representative	**Thomas M. Stanners** (Bulova)	By Any Supervisor	At-Large

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

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

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Phil Tobey; appointed 6/11-5/14 by Hudgins) Term exp. 6/17 *Resigned*	Consumer #2 Representative		By Any Supervisor	At-Large
Sally Patterson (Appointed 7/12 by Bulova) Term exp. 6/15	Consumer #3 Representative	**Sally Patterson** (Bulova)	By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ananth Thyagarajan; Appointed 7/15 by Bulova) Term exp. 6/18 *Resigned*	Provider #1 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3 years)
[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

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

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

HUMAN SERVICES COUNCIL (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Martin Machowsky (Appointed 3/16 by Bulova) Term exp. 7/16	At-Large #2 Chairman's Representative		Bulova	At-Large Chairman's
Sergio R. Rimola (Appointed 6/15 by Foust) Term exp. 7/16	Dranesville District #2 Representative		Foust	Dranesville
Gerald V. Poje (Appointed 3/11-7/12 by Hudgins) Term exp. 7/16	Hunter Mill District #2 Representative	**Gerald V. Poje**	Hudgins	Hunter Mill
VACANT (Formerly held by Mark K. Deal; appointed 11/11-7/13 by Gross) Term exp. 7/17 *Resigned*	Mason District #2 Representative		Gross	Mason
Jack Dobbyn (Appointed 2/13 by Hyland) Term exp. 7/16	Mount Vernon District #1 Representative		Storck	Mount Vernon
William Kogler (Appointed 4/05-9/12 by Herrity) Term exp. 9/16	Springfield District #1 Representative		Herrity	Springfield

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

CONFIRMATION NEEDED:

- Ms. Anne Kanter as the League of Women Voters' Representative

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

Incumbent History	Requirement	Nominee	Supervisor	District
Robert J. Marro (Appointed 4/08-1/14 by Foust) Term exp. 1/16	Dranesville District Representative	**Alan M. Schuman**	Foust	Dranesville
VACANT (Formerly held by Brian Murray; appointed 3/08-1/14 by McKay) Term exp. 1/16 *Resigned*	Lee District Representative		McKay	Lee
Michael J. Beattie (Appointed 7/11-1/14 by Smyth) Term exp. 1/16	Providence District Representative		L. Smyth	Providence

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

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

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OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth) Term exp. 6/14 *Resigned*	Providence District Representative		L. Smyth	Providence
Leslie A. Dey (Appointed 3/14 by Herrity) Term exp. 6/16	Springfield District Representative	**Leslie A. Dey**	Herrity	Springfield

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

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

REDEVELOPMENT AND HOUSING AUTHORITY (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Robert Carlson (Appointed 4/08-7/12 by Frey) Term exp. 7/16	Sully District Representative		K. Smith	Sully

ROAD VIEWERS BOARD (1 year)

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

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sylvie Ludunge; appointed 10/14-3/15 by Hudgins) Term exp. 3/17 *Resigned*	Fairfax County #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 *Resigned*	Fairfax County #5 Representative		By Any Supervisor	At-Large

Continued on next page

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Cleveland Williams; appointed 12/11-3/13 by Hudgins) Term exp. 3/15 *Resigned*	Fairfax County #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Diamond; appointed 3/07-4/13 by Hudgins) Term exp. 3/15 *Resigned*	Fairfax County #8 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Morsel Osman; (Appointed 1/15 by Hudgins) Term exp. 3/16 *Resigned*	Fairfax County #9 (Youth) Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

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

TRANSPORTATION ADVISORY COMMISSION (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Micah Himmel (Appointed 6/13-1/15 by L. Smyth) Term exp. 6/16	Providence District Representative	**Micah Himmel**	L. Smyth	Providence
Eric Thiel (Appointed 3/04-6/06 by McConnell; 6/08-5/15 by Herrity) Term exp. 6/16	Springfield District Representative	**Eric Thiel**	Herrity	Springfield

TREE COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Scott J. Pearson; appointed 3/11-10/13 by Gross) Term exp. 10/16 *Resigned*	Mason District Representative		Gross	Mason
Karen Campblin (Appointed 2/16 by K. Smith) Term exp. 6/16	Sully District Representative	**Karen Campblin**	K. Smith	Sully

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2 years)

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

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Hank H. Kim (Appointed 4/11-7/12 by Hyland) Term exp. 8/16	Citizen appointed by BOS #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daniel Duncan; appointed 10/13 by Bulova) Term exp. 10/17 *Resigned*	Citizen appointed by BOS #4 Representative	**Maria Teresa Valenzuela** (Bulova)	By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Captain John R. Niemiec as the Fire and Rescue #1 Representative

WATER AUTHORITY (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard Dotson (Appointed 9/09-6/13 by L. Smyth) Term exp. 6/16	Providence District Representative	**Richard Dotson**	L. Smyth	Providence

WETLANDS BOARD (5 years)

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

Board Agenda Item
July 26, 2016

10:10 a.m.

Items Presented by the County Executive

Board Agenda Item
July 26, 2016

ADMINSTRATIVE – 1

Authorization for the Fairfax County Health Department to Apply for and Accept Grant Funding from the Virginia Department of Emergency Management to Enhance Regional Medical Countermeasure Dispensing Capabilities

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Health Department (FCHD) to apply for and accept grant funding, if received, from the Virginia Department of Emergency Management (VDEM) in the amount of $225,353. VDEM administers the funds from the Department of Homeland Security's State Homeland Security Program (SHSP). Funding will support the acquisition of equipment and medical supplies needed to enhance the region's ability to conduct mass dispensing operations in the event of a large-scale public health emergency. The Fairfax County Health Department (FCHD) is submitting the application on behalf of the Fairfax, Arlington, Alexandria, Loudoun, and Prince William health departments, and supplies will be distributed among the partner agencies. The FCHD estimates that applicants will be notified of awards in August 2016, and it is a 16 month performance period from December 2016 through March 2018. There are no positions associated with this award and 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 as per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Health Department to apply for and accept grant funding, if received, from VDEM in the amount of $225,353 to support the acquisition of equipment and medical supplies needed to enhance the region's ability to conduct mass dispensing operations in the event of a large-scale public health emergency. There is no Local Cash Match required.

TIMING:
Board action is requested on July 26, 2016. Due to an application deadline of June 20, 2016, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
The densely populated counties of Fairfax, Arlington, Loudoun and Prince William, the Cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park, and the Towns of Clifton, Herndon and Vienna have a collective population of 2,359,423 according to the 2015 census. Due to their proximity to Washington, D.C., these jurisdictions are home to over 100 federal facilities and numerous private businesses supporting the federal government. Fort Belvoir, a United States Army base, is also located in Fairfax County. These sensitive areas may be more susceptible to acts of terrorism than localities outside of the National Capital Region (NCR).

The FCHD, City of Alexandria Health Department, Arlington County Health Department, Loudoun County Health Department and Prince William County Health Department are each the primary agencies responsible for mass dispensing within their respective health districts. Should a biological attack occur, local public health departments will be called upon to dispense prophylactic medications to all exposed individuals within their jurisdictions as soon as possible. This will be accomplished at Points of Dispensing (PODs), locations within each health district to which residents will be directed in order to receive potentially life-saving medication. To open PODs, health departments must have the necessary equipment and supplies on hand and pre-packaged prior to the public health emergency in order to mount the most effective and timely response.

If awarded, the grant funds received through VDEM will be used to purchase additional equipment and supplies to augment supplies already on hand. Once received, the FCHD will distribute material ordered on behalf of its partners to the appropriate custodian from each health district. Materiel ordered for use by the FCHD will be assembled into individual POD kits and stored alongside pre-existing countermeasure dispensing equipment already owned by the Health Department.

FISCAL IMPACT:
Grant Funding in the amount of $225,353 is being requested to purchase equipment and medical supplies needed to enhance the region's ability to conduct mass dispensing operations in the event of a large-scale public health emergency. There is no Local Cash Match required to accept this award. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. Indirect Costs are allowable; however, they are not applicable to the funding being requested and have therefore, not been included in the application.

CREATION OF NEW POSITIONS:
No new grant positions will be created as a result of this award.

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:
Attachment 1- Summary of Grant Proposal

STAFF:
Gloria Addo-Ayensu, MD, MPH, Health Director
Rosalyn Foroobar, Deputy Director for Health Services
David Wilder, DO, MPH, Public Health Physician
Sharon Arndt, Director, Division of Community Health Development & Preparedness
Marc Barbiere, Emergency Management Coordinator, Office of Emergency Preparedness
Sherryn Craig, Health Planner

REGIONAL MEDICAL COUNTERMEASURE DISPENSING CAPABILITY ENHANCEMENT
SUMMARY OF GRANT PROPOSAL

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

Grant Title:	Regional Medical Countermeasure Dispensing Capability Enhancement
Funding Agency:	Virginia Department of Emergency Management (VDEM) through the Department of Homeland Security's State Homeland Security Program (SHSP)
Applicant:	Fairfax County Health Department
Partners:	Arlington County, City of Alexandria, Loudoun County, and Prince William County
Purpose of Grant:	To augment the Fairfax County Health Department and partner health districts' capacity to dispense countermeasures during a large-scale public health emergency.
Funding Amount:	Total funding of $225,353. No Local Cash Match is required.
Proposed Use of Funds:	Funding will support the acquisition of equipment and medical supplies needed to enhance the region's ability to conduct mass dispensing operations in the event of a large-scale public health emergency. The Fairfax County Health Department is submitting the application on behalf of the Fairfax, Arlington, Alexandria, Loudoun, and Prince William health departments, and supplies will be distributed among the partner agencies.
Target Population:	Populations of the jurisdictions in the National Capital Region (NCR).
Performance Measures:	Number of pre-assembled POD kits will increase from 8 to 24 in one year.
Grant Period:	December 2016 to March 2018 for a total grant period of 16 months.

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 2

Authorization to Advertise Public Hearings on a Proposed Amendment to Chapter 4 (Geotechnical Guidelines) of the Public Facilities Manual Regarding Expansive Soils and Slope Stability

ISSUE:
Board of Supervisors authorization to advertise public hearings on a proposed amendment to Chapter 4 (Geotechnical Guidelines) of the Public Facilities Manual (PFM).

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of public hearings concerning the proposed amendment as set forth in the Staff Report dated July 26, 2016.

The proposed amendment has been prepared by Land Development Services (LDS) and coordinated with the County Attorney and the Geotechnical Review Board. The amendment has been recommended for approval by the Engineering Standards Review Committee.

TIMING:
The Board is requested to take action on July 26, 2016, to provide sufficient time to advertise public hearings before the Planning Commission at 8:15 p.m. on September 15, 2016, and before the Board at 4:00 p.m. on November 1, 2016.

BACKGROUND:
Chapter 4 of the Public Facilities Manual sets forth the guidelines for conducting subsurface explorations and preparing geotechnical reports. The planning, sampling, testing and analysis involved in the preparation of geotechnical reports is vested in a competent geotechnical engineer who has experience in this type of work and who is licensed by the State. For work in areas with problem soils, the Geotechnical Review Board (GRB) has been established to review geotechnical reports and associated plans referred to it by the LDS Director, and to provide recommendations to the Director on the sufficiency of the soils investigations, analyses, proposed designs and construction techniques.

Expansive soils, also known as “shrink-swell soils,” are problem soils found throughout the County. Foundation soils which are expansive will “heave” and can cause lifting of a building or other structure during periods of high moisture. Conversely, during periods of less moisture, expansive soils will “collapse” and can result in building settlement. Either way, property damage to building foundations and footings constructed in expansive soils can be extensive. Expansive soils will also exert pressure on the vertical face of a foundation, basement, or retaining wall and the resulting instability can lead to various forms of foundation problems and slope failures. Slope instability is a concern when very soft, very loose, fissured or over consolidated soils are present. Of particular concern in the County are the clayey soils of the Potomac Formation that are often fissured and over consolidated.

At this time, staff recommends that the PFM’s provisions related to expansive soils and slope stability be updated to incorporate the best practices being recommended by the GRB and generally used by industry engineers. Codifying the proposed provisions is necessary to improve ease of use and achieve consistency during the regulatory review process.

PROPOSED AMENDMENT:
Refer to the details in the Staff Report. The proposed amendment is included as Attachment A of the Staff Report.

FISCAL IMPACT:
None.

REGULATORY IMPACT:
For consistency and ease of use, the amendment proposes to standardize the best practices utilized by experienced professional engineers to deal effectively with expansive soils and slope stability concerns. Major elements of the amendment include:

- Procedures for laboratory testing of fissured and deltaic clays to evaluate the potential for slope failure are being codified.
- Slope analysis shall include a minimum factor of safety of 1.25 and all walls 8 feet in height and greater shall provide a preliminary global stability analysis.
- Best-practice designs for foundations and slabs in problem soils are proposed.

Standardizing geotechnical best practices is necessary at this time to improve consistency and thereby reduce the time for submitting engineers to prepare, and the

Board Agenda Item
July 26, 2016

County to review, geotechnical reports submitted during the land development process. This amendment aligns with Goal #3 of the County's Economic Success Strategic Plan by improving the speed, consistency and predictability of the land development regulatory process.

ENCLOSED DOCUMENT:
Attachment 1 – Staff Report

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

ATTACHMENT 1

LAND DEVELOPMENT SERVICES

STAFF REPORT

☐	PROPOSED COUNTY CODE AMENDMENT
☑	PROPOSED PFM AMENDMENT
☐	APPEAL OF DECISION
☐	WAIVER REQUEST

Proposed Amendment to Chapter 4 (Geotechnical Guidelines) of the Public Facilities Manual Regarding Expansive Soils and Slope Stability

Authorization to Advertise	July 26, 2016
Planning Commission Hearing	September 15, 2016, at 8:15 p.m.
Board of Supervisors Hearing	November 1, 2016, at 4:00 p.m.
Prepared by:	Site Code R&D Branch - BF 703-324-1780

STAFF REPORT

A. Issue:

Proposed amendment to Chapter 4 (Geotechnical Guidelines) of the Public Facilities Manual (PFM)

B. Recommended Action:

Staff recommends that the Board of Supervisors (Board) adopt the proposed amendment to Chapter 4 (Geotechnical Guidelines) of the PFM.

C. Timing:

Board of Supervisors authorization to advertise public hearings – July 26, 2016

Planning Commission Public Hearing – September 15, 2016, at 8:15 p.m.

Board of Supervisors Public Hearing – November 1, 2016, at 4:00 p.m.

Effective Date – November 2, 2016, at 12:01 a.m.

D. Source:

Land Development Services (LDS)

E. Coordination:

The proposed amendment has been prepared by LDS and coordinated with the County Attorney and the Geotechnical Review Board. The amendment has been recommended for approval by the Engineering Standards Review Committee.

F. Background:

Chapter 4 of the Public Facilities Manual sets forth the guidelines for conducting subsurface explorations and preparing geotechnical reports. The planning, sampling, testing and analysis involved in the preparation of geotechnical reports is vested in a competent geotechnical engineer who has experience in this type of work and who is licensed by the State. For work in areas with problem soils, the Geotechnical Review Board (GRB) has been established to review geotechnical reports and associated plans referred to it by the LDS Director, and to provide recommendations to the Director on the sufficiency of the soils investigations, analyses, and proposed designs and construction techniques.

Expansive soils, also known as “shrink-swell soils,” are problem soils found throughout the County. Foundation soils which are expansive will “heave” and can cause lifting of a building or other structure during periods of high moisture. Conversely, during periods of less moisture, expansive soils will “collapse” and can result in building settlement. Either

way, property damage to building foundations and footings constructed in expansive soils can be extensive. Expansive soils will also exert pressure on the vertical face of a foundation, basement, or retaining wall and the resulting instability can lead to various forms of foundation problems and slope failures. Slope instability is a concern when very soft, very loose, fissured or over consolidated soils are present. Of particular concern in the County are the clayey soils of the Potomac Formation that are often fissured and over consolidated. The proper identification and laboratory testing of these soils are critical for proper design and construction of structures such as foundations and retaining walls.

At this time, staff recommends that the PFM's provisions related to expansive soils and slope stability be updated to incorporate the best practices currently being recommended by the GRB and generally used by industry engineers. Codifying the proposed provisions is necessary to improve ease of use and achieve consistency during the regulatory review process.

G. Proposed Amendment:

The proposed amendment updates the geotechnical requirements set forth in § 4-0300 (Geotechnical Report) and § 4-0400 (Construction Plans) of the PFM related to expansive soils and slope stability. A summary of the amendment is below.

Slope Stability: Procedures for laboratory testing of fissured and deltaic clays to evaluate the potential for slope failure are being codified.

- A minimum number of three stress reversals at any particular normal stress is required.
- The strain rate used to shear the samples during each reversal is now explicitly described.
- Only pre-split *in-situ* or intact reconstituted samples may only be selected for testing. The sample types and strain rate must be identified in the geotechnical report.
- Two methodologies may now be used to estimate the shear-strength parameters with limitations on the maximum residual friction angle. For less complex situations, methodologies may be used as approved by the Director.

In addition, the amendment requires that the analyses of slopes include:

- An evaluation of potential adverse effects on adjoining properties using tests that include perched groundwater modeling to represent the long-term groundwater conditions.
- An upper and lower factor of safety for slope stability as follows: A lower minimum factor of safety of 1.25 can be used with sufficient laboratory and field data. Otherwise, a higher minimum factor of safety of 1.5 is required.
- The requirement that preliminary design criteria for walls retaining more than 8 feet of soil be included in the Geotechnical Report to determine whether

structural or earthwork measures are needed to achieve a sufficient factor of safety against slope failure.

Expansive Soils: Best-practice designs for foundations and floor slabs are proposed to:

- Clarify that spread footings be at least 4 feet below the nearest exterior finished grade or to the bottom of the expansive soil stratum, whichever occurs first. However, if the 4-foot buffer is insufficient, as determined by the Director, the proper buffer depth must be recommended by the geotechnical engineer.
- Add a requirement that ground-supported concrete floor slabs shall not bear directly on the expansive soils and requires at least a 2-foot separation between the slab and any expansive soil to minimize the possibility of heaving and shrinkage settlement.

A copy of the proposed PFM amendment is included as Attachment A.

H. Regulatory Impact:

For consistency and ease of use, the amendment proposes to standardize the best practices utilized by experienced professional engineers to deal effectively with expansive soils and slope stability concerns. Major elements of the amendment include:

- Procedures for laboratory testing of fissured and deltaic clays used to evaluate the potential for slope failure are being codified.
- Slope analysis shall include a minimum factor of safety of 1.25 and all walls 8 feet in height and greater shall provide a preliminary global stability analysis.
- Best-practice designs for foundations and slabs in problem soils are proposed.

Standardizing geotechnical best practices is recommended at this time to improve consistency and thereby reduce the time for submitting engineers to prepare, and the County to review, geotechnical reports submitted during the land development process. This amendment aligns with Goal #3 of the County's Economic Success Strategic Plan by improving the speed, consistency and predictability of the land development regulatory process.

I. Attached Document:

Attachment A – Proposed amendment to Chapter 4 (Geotechnical Guidelines) of the Public Facility Manual

Proposed Amendments to Chapter 4 (Geotechnical Guidelines) of The Fairfax County Public Facilities Manual

Amend § 4-0300 (Geotechnical Report), 4-0303 (General Guidelines), by revising Subsection 4-0303.7 (Laboratory Testing), where insertions are underlined and deletions are shown as strikeouts, to read as follows:

4-0303.7 Laboratory Testing. The nature and extent of laboratory testing deemed necessary is dependent upon the characteristics of the soil and the anticipated geotechnical problems requiring analysis.

4-0303.7A On granular soils, gradation tests on representative samples and water content determinations often are adequate.

4-0303.7B Testing of cohesive soils samples may include, but are not limited to, determination of water content, dry density and unconfined compressive strength.

4-0303.7C In stiff, fissured clays such as the Cretaceous Marumsco, ~~and/or "~~Marumsco complexes, and soils previously mapped as marine clays,~~"~~ the results of unconfined compression tests alone cannot be used to assess the structural property of the soil *in-situ*. Atterberg limits and hydrometer analysis tests aid in classification and ~~also in predicting certain~~ in the prediction of physical properties.

4-0303.7D Consolidation tests should be performed on samples from relatively soft clayey soils (i.e., those mapped as Dulles, Elbert, Jackland, Kelly, Haymarket, Hattontown, Orange and their complexes) ~~which~~ that may underlie the foundations. Expansive pressure of the soft clayey~~s~~ soils should also be determined for foundation design.

4-0303.7E For the stiff fissured clays and deltaic clays ~~which~~ that have undergone relatively large strains in the past, the important properties for predicting long-term slope behavior are the residual effective friction angle and the residual cohesion intercept (the absolute minimum strength of clay material). Any cohesion of the fissured and deltaic clays should be ignored in the evaluation of the long-term stability of a slope. The~~se~~ shear strength parameters should be determined by appropriate laboratory tests (drained direct shear tests using sufficient stress reversals to obtain large strains as discussed in the COE laboratory testing procedure EM 1110-2-1906).

4-0303.7E(1) Many reversals are required to reach residual strengths, but must never be less than three reversals at any particular normal stress. The strain rate(s) selected to shear the samples must be based on either the consolidation data at the first normal stress or experience with similar soils. The strain rate used during each reversal may be varied (i.e., a slightly higher rate than specified in EM 1110-2-1906), but the rate during the last reversal at each normal stress shall not exceed 1.44 inches per day. The geotechnical engineer shall be aware of unintended

buildup of pore water pressure during testing and shall lower the strain rates accordingly. To obtain the strength envelope for the sample, the direct shear test must be repeated at two other normal stresses.

4-0303.7E(2) Some references suggest using a pre-split sample (Ref. Engineering Properties of Clay Shales Report No. 1, by W. Haley and B. N. MacIver). Shearing an intact, stiff to hard *in-situ* specimen may overestimate the results (see U.S. Geological Survey Professional Paper 1344: Relationship Between Geology and Engineering Characteristics of Soils and Weathered Rocks of Fairfax County and Vicinity, Virginia [1986]). Shearing such a specimen could also pose practical difficulties with some lab equipment (see EM 1110-2-1906); the test results from such samples should only be used with extreme caution. Only an intact reconstituted sample or a pre-split *in-situ* sample must be selected for the testing. The geotechnical report shall identify the type of sample and the strain rates used in the testing.

4-0303.7E(3) For less complex situations subject to approval of the Director, the required shear strength parameters may be estimated by comparison of other index properties (particularly the Atterberg limits and grain-size sieve analysis) with those of similar soils for which test results are reported in ~~the~~ published literature and on the basis of past experience. Correlations may be based on either U.S. Geological Survey Bulletin 1556: Engineering Geology and Design of Slopes for Cretaceous Potomac Deposits in Fairfax County, Virginia, and Vicinity (1984) or "Empirical Correlations - Drained Shear Strength for Slope Stability Analyses" by Stark & Hussain (ASCE *Journal of Geotechnical and Geoenvironmental Engineering* [2013]). Documentation shall be furnished when shear strength parameters are based on results other than laboratory tests. Such documentation must set forth the reasoning by which the parameters were ~~determined~~ estimated. The residual friction angle shall be limited to a maximum of 12° when obtained through correlations, however, the Director may allow an angle greater than 12° when shear testing data from an adjoining site suggest that such an angle may be acceptable.

Amend § 4-0300 (Geotechnical Report), 4-0303 (General Guidelines), by revising Subsection 4-0303.8 (Engineering Analysis and Recommendations), where insertions are underlined and deletions are shown as strikeouts, to read as follows:

4-0303.8 Engineering Analysis and Recommendations

4-0303.8A The report of the soil studies shall include sufficient analytical foundation and slope stability studies to allow a reviewer to follow the logic and assumptions on which the analysis was based and conclusions reached. Recommendations and advice concerning pavement design, foundation design, earthwork, site grading, drainage, slope stabilization and construction procedures must be included in the report. The report shall include a complete record of the field and laboratory findings, information concerning structures to be built (types and elevations of basements), the conclusions reached from the study and the recommendations for use by the designer and the owner. Probable total and differential settlement of foundations, special basement problems and retaining wall design must be discussed and recommendations set forth.

4-0303.8B Where Marumsco soils, ~~and/or "~~Marumsco complexes, and soils previously mapped as marine clays~~"~~ are found, an engineering analysis of the short- and long-term stability of the existing and planned slopes must be ~~made including~~ performed. The analyses shall include a careful evaluation of potential adverse effects on ~~nearby~~ adjoining properties. The stability ~~analysis~~ analyses shall be ~~made by acceptable~~ performed using methods ~~of analysis~~ acceptable to the Director. The long-term stability of ~~Marumsco~~ slopes containing these soils ~~and/or "marine clays"~~ shall be ~~based on~~ performed using the "residual" shear strength parameters ~~for the Marumsco soils and/or "marine clays."~~ as well as a conservative representation of the long-term groundwater conditions. Perched groundwater is common over these soils during wet seasons and must always be modeled in the long-term stability analysis as being at least 1 foot above the top of the formation. A model without perched groundwater may be allowed if the Director decides either that the model would result in unreasonable flooding or an extended-time set of groundwater level readings demonstrates that the assumed perched water level is unreasonable. For long-term stability, a minimum Factor of Safety (FS) of 1.25 is required when supported with sufficient field and laboratory characterization of the slope's soils. Otherwise, a minimum FS of 1.5 is required.

4-0303.8C In areas that are susceptible to high water table conditions (permanent, perched and/or seasonal), the engineer shall ~~provide~~ recommend sub-pavement drainage design~~,~~ and other measures to assure dry basements, ~~and to preclude wet~~ yards, etc.

4-0303.8D Design criteria for retaining walls or structures shall be ~~given~~ provided. A preliminary global stability analysis for walls over 8 feet tall shall be performed to determine whether structural or earthwork measures are needed in order to achieve a sufficient factor of safety against slope failure as defined in § 4-0303.8B.

4-0303.8E The report shall include a discussion on the problems ~~of~~ associated with expansive soils as defined in § 4-0501.3. Expansive c~~C~~lay soils containing montmorillonite, which generally have a high expansion potential, have been found in ~~a wide variety of~~ various locations in southern Fairfax County. ~~and could~~ Expansive properties may also exist in ~~the areas of~~ other problem soil~~s~~ types mapped in the central and northern parts of the County. It is suggested that the design recommendations be based on expansive properties of the clay unless it is shown other-wise by X-ray ~~defraction~~ diffraction studies or other appropriate laboratory tests.

Amend § 4-0400 (Construction Plans) by revising 4-0402 (Footing and Drainage Design), where insertions are underlined and deletions are shown as strikeouts, to read as follows:

4-0402 Footing and Drainage Design

4-0402.1 Where Cretaceous Age deltaic clays occur, roof drains shall be required and the downspouts from these drains shall be piped to a storm drainage system. However, the requirement may be waived or modified by the Director where soil conditions warrant.

4-0402.2 Foundation~~s~~ ~~footings~~ of structures must be placed at depths that will minimize the possibility of heaving or shrinkage ~~differential~~ settlement due to desiccation of

underlying ~~clays~~ expansive soils. The emplacement depth shall be based on the soil characteristics of the site. Consideration must be given to stratification of underlying materials, natural moisture content, gradation of backfill soils, site grading and adjacent vegetation. Consideration should also be given to special cases of potential volume change of ~~clays~~ expansive soils underlying footings embedded in thin layers of natural or artificially compacted granular soils. Exterior ~~F~~foundations in Marumsco soils, ~~and/or "~~ Marumsco complexes, other soils previously mapped as marine clays~~"~~, and expansive soils (i.e., those mapped as Dulles, Elbert, Jackland, Kelly, Haymarket, Hattontown, Orange and their complexes) should be at least 4 feet ~~deep~~ below the nearest finished exterior grade, or to the bottom of the expansive soil stratum, whichever occurs first. Where the Director has determined that the geotechnical study has ~~proven the~~ demonstrated that a 4-foot vertical buffer is ~~feet to be~~ insufficient, the proper buffer depth must be recommended by the geotechnical engineer. ~~Foundations in areas of expansive clays developed in residual soils can usually be emplaced on firm underlying weathered rock materials.~~

4-0402.3 Surface and subsurface drainage shall be planned to minimize the amount of water entering Marumsco soils, ~~and/or "~~ Marumsco complexes, and other soils previously mapped as marine clays.~~"~~

4-0402.4 Perimeter drains shall be provided around all basement areas.

4-0402.5 Floor slabs that will be designed to be ground-supported shall not directly bear on expansive soils, even when the floor slab is at the basement level, to minimize the possibility of heaving or shrinkage settlement. Slabs underlain by Marumsco soils, Marumsco complexes, other soils previously mapped as marine clays, and expansive soils (e.g., Dulles, Elbert, etc.) shall bear on a vertical buffer of at least 2 feet of non-expansive soils, or below the bottom of the expansive soil stratum, whichever occurs first. Where the geotechnical study has demonstrated that a 2-foot vertical buffer is insufficient to reasonably reduce the impact of shrink-swell cycles of the expansive soil, the proper depth of the buffer shall be a part of the geotechnical engineer's recommendation.

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 3

Authorization to Advertise Public Hearing on a Proposed Zoning Ordinance Amendment Re: Reference Citations for Nursery Schools, Child Care Centers & Veterinary Hospitals; Special Permit Submission Requirements; Variance Standards; and Clarification of the Definition of Public Use

ISSUE:
This proposed amendment consists of several separate items, to include: clarifying the reference of land use limitations for specific permitted uses in the Commercial Districts; changes to the special permit submission requirements for all special permit types, as well as additional changes to select application types; changes to the standards for a variance as applied by the Board of Zoning Appeals (BZA), and the clarification of the definition of a public use.

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 July 26, 2016, to provide sufficient time to advertise the proposed Planning Commission public hearing on September 22, 2016, at 8:15 p.m., and the proposed Board of Supervisors public hearing on October 18, 2016, at 4:30 p.m.

BACKGROUND:
The proposed amendment addresses several items that are identified as Priority 1 items in the 2016 Zoning Ordinance Amendment Work Program, to include special permit submission requirements, changes to the standards for a variance as applied by the Board of Zoning Appeals (BZA), and the clarification of the definition of a public use. Also included is an amendment proposed by staff regarding the use limitations for nursery schools, child care centers and veterinary hospitals. This specific amendment is a formatting clarification as it relates to the organization of the Ordinance provisions and does not constitute any significant change to the existing use limitations for these uses. Specifically, the amendment:

1. Clarifies that nursery schools, child care centers and veterinary hospitals are permitted uses in their respective Commercial Districts subject to specific use limitations by amending the respective “Permitted Use” sections of the Zoning Ordinance to insert cross-references to the corresponding Zoning Ordinance sections that contain the existing use limitations.

2. Amends the submission requirements for all special permits set forth in Sect. 8-011 by making minor changes to reduce the number of copies of the application that is completed and signed by the applicant from four copies to one original copy and to require that the statement confirming ownership of the property be notarized.

3. Amend the Additional Standards for Home Child Care Facilities by replacing the requirement for 10 copies of a plan with a requirement for the submission of 15 large copies and one 81/2" x 11" copy of a plat that is certified by a licensed, professional engineer, land surveyor, architect or landscape architect, as well as a dimensioned floor plan of the interior of the dwelling, certified by a licensed, professional engineer, architect or other similarly licensed professional. Such floor plan shall identify all rooms and/or facilities to be used in conjunction with the home child care facility and ingress and egress from the dwelling with corresponding digital photographs of the rooms and/or facilities to be used in in conjunction with the home child care facility and points of ingress and egress.

4. Amend the Additional Standards for a Home Professional Office by deleting the renewal provision for applications approved prior to January 24, 1977, and adding a provision requiring a dimensioned floor plan, certified by a licensed, professional engineer, architect or other similarly licensed professional, depicting the internal layout of the residence, gross floor area of and use of each room, identification of all rooms and/or facilities to be used in conjunction with the home professional office, and ingress and egress from the dwelling, with corresponding digital photographs of the rooms and/or facilities to be used in conjunction with the home professional office and ingress and egress from the dwelling.

5. Amend the Additional Standards for an Accessory Dwelling Unit to 1) allow the BZA to approve an alternative entrance location for accessory dwelling units located within the structure of a single family detached dwelling on lots less than 2 acres in area; 2) delete the renewal provision for such applications approved prior to July 27, 1987; 3) add a requirement for the submission of 15 large copies and one 81/2" x 11" copy of a plat that is certified by a licensed, professional engineer, land surveyor, architect or landscape architect, with specific requirements for the information to be contained on such certified plat; and 4) insert a requirement for the submission of a dimensioned floor plan, certified by a licensed, professional engineer, architect or other similarly licensed professional, depicting the internal layout and gross floor area of the both the principal and accessory dwelling units, the use of each room, and ingress and egress from each of the dwellings with corresponding digital photographs of all such rooms and ingresses and egresses depicted on the floor plan.

6. Amend those variance provisions found in Sect. 18-404 and Sect. 19-209 of the Zoning Ordinance to conform such provisions to the new standards and requirements for variances that are set forth in Virginia Code § 15.2-2309, as amended in 2015.

7. Amend the definitions of a public use to clarify that uses sponsored or operated by any other county, city or town within the Commonwealth of Virginia other than Fairfax County shall not be deemed a public use and shall be subject to the applicable Zoning Ordinance provisions for such use and to amend the definition of a school of general education to clarify that a school of general education shall

include a public school operated by other counties, cities or towns within the Commonwealth of Virginia.

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

REGULATORY IMPACT:
By clarifying the reference to, and thereby clearly conveying, the by-right requirements for nursery schools, child care centers and veterinary hospitals, this portion of the proposed amendment has no additional regulatory impact. The additional submission requirements for all special permits applications, and the addition of specific submission requirements for home child care facilities, home professional offices and accessory dwelling units will further simplify the existing applications acceptance process by requiring the necessary information for adequate review by staff and the BZA. The additional application submission requirements for all home child care facilities, home professional offices and accessory dwelling units shall only be required for those applications submitted after the effective date of this Ordinance. The revisions to the variance standards are necessary to bring the Fairfax County Zoning Ordinance into accordance with the revised Virginia Code §15.2-2309, which was signed into law on March 26, 2015. Regarding the proposed changes to the definitions of public use and a school of general education, these changes also seek to clarify existing provisions by further codifying those uses that may be deemed a public use. As such, there is no further regulatory impact from this portion of the proposed text amendment.

FISCAL IMPACT:
The proposed amendment will not require any additional review by staff, rather, in the case of the proposed changes related to special permit submission requirements, it will likely result in a decrease in staff review time. In addition, there will be additional costs to the public in some cases, as a certified plat would be required for submission of a special permit for a home child care facility, and a certified, dimensioned floor plan will be required for submission of a special permit for a home child care facility, a home professional office and an accessory dwelling unit.

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

ATTACHMENT 1

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on July 26, 2016, at which meeting a quorum was present and voting and the following resolution was adopted:

WHEREAS, nursery schools and child care centers are a permitted use within the C-1, C-2, C-3 and C-4 Districts with use limitations, and veterinary hospitals are a permitted use in the C-5, C-6, C-7, C-8 and C-9 Districts with use limitations; and

WHEREAS, while these use limitations for nursery schools, child care centers and veterinary hospitals are set forth in the Zoning Ordinance, the relevant section number for such use limitation is not specifically referenced in the permitted use listing for each use in their respective zoning districts; and

WHEREAS, appropriately referencing these use limitations in the permitted use listings for each commercial zoning district will better serve potential applicants and/or business owners; and

WHEREAS, Article 8 of the Zoning Ordinance contains both general provisions for all special permit uses and additional standards for specific special permit groups and uses; and

WHEREAS, to improve the overall consistency and predictability of the application submission process for all special permits, it is appropriate to make minor modifications to the submission requirements for all special permits; and

WHEREAS, to improve the consistency and predictability of the special permit process and to assist in the review of specific applications for home child care facilities, home professional offices and accessory dwelling units, it is appropriate to revise the additional standards for each of these uses to require additional submission requirements to include submission of a certified plat with specific plat requirements and/or submission of a certified dimensioned floor plan; and

WHEREAS, in furtherance of §15.2-2309 of the Code of Virginia, the Zoning Ordinance sets forth those provisions for which the Board of Zoning Appeals may authorize a variance from the strict application of specified provisions of the Zoning Ordinance; and

WHEREAS, the standards for the granting of a variance set forth in §15.2-2309 of the Code of Virginia were modified during the 2015 Regular Session of the Virginia General Assembly, specifically under House Bill HB 1849, which was signed into law on March 26, 2015; and

WHEREAS, it is now necessary to amend accordingly those variance provisions of the Zoning Ordinance to bring them into parity with changes enacted as part of House Bill HB 1849;

WHEREAS, the Zoning Ordinance sets forth the definition of a public use, to include any area, building or structure held, used or controlled exclusively for public purposes by any department or branch of the Federal Government, Commonwealth of Virginia, or the Fairfax County government under the direct authority of the Board of Supervisors, the Fairfax County School Board or Fairfax County Park Authority; and

WHEREAS, public uses are permitted by right in all zoning districts; and

WHEREAS, it is in the interest of the County to clarify that a use controlled or sponsored by another county, city or town, such as a school or library shall be subject to the applicable Zoning Ordinance provisions for the proposed use and shall not be deemed a public use for purposes of zoning; and

WHEREAS, accordingly, it is necessary to make those changes to the appropriate definitions contained in Article 20 of the Zoning Ordinance.; 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

ATTACHMENT 2

FAIRFAX COUNTY

VIRGINIA

STAFF REPORT

PROPOSED ZONING ORDINANCE AMENDMENT

Reference Citations for Nursery Schools, Child Care Centers & Veterinary Hospitals; Special Permit Submission Requirements; Variance Standards; and Definitions of Public Use and School of General Education

PUBLIC HEARING DATES

Planning Commission September 22, 2016 at 8:15 p.m.

Board of Supervisors October 18, 2016 at 4:30 p.m.

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

July 26, 2016

ABH/MM

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

BACKGROUND

The proposed amendment addresses several items that are identified as Priority 1 items in the 2016 Zoning Ordinance Amendment Work Program, to include special permit submission requirements, changes to the standards for a variance to be granted by the Board of Zoning Appeals (BZA), and changes to the definitions of a public use and school of general education. Also included is an amendment proposed by staff regarding the use limitations for nursery schools, child care centers and veterinary hospitals. This specific amendment is a formatting clarification as it relates to the organization of the Ordinance provisions and does not constitute any significant change to the existing use limitations for these uses.

PROPOSED AMENDMENT

This proposed amendment consists of several separate items, and a description of each is set forth as follows.

Reference Citations for Nursery Schools, Child Care Centers and Veterinary Hospitals

This specific component of the proposed zoning ordinance text amendment is recommended by County staff. Currently, Article 4 of the Zoning Ordinance contains the regulations for all Commercial Districts, which include, among other sections, a listing of Permitted Uses, Special Permit Uses, Special Exception Uses, and specific Use Limitations. Nursery schools and child care centers are identified as permitted uses in the C-1, C-2, C-3 and C-4 Districts, and veterinary hospitals are identified as permitted uses in the C-5, C-6, C-7, C-8 and C-9 Districts. While permitted in those specified zoning districts, these uses are also subject to specific use limitations. However, there is no direct reference to these use limitations in the relevant zoning district sections of permitted uses, which often causes confusion for prospective businesses seeking to establish these uses in the County as many do not know that the limitations exist and are applicable. In order to clearly convey the by right requirements for these specific uses, this portion of the proposed text amendment just seeks to add references to the appropriate, subsequent Zoning Ordinance sections that set forth the use limitations applicable to these uses. Similar reference citations are utilized in other Articles of the Zoning Ordinance.

Special Permit Submission Requirements

This amendment is listed as a Priority 1 item in the 2016 Work Program and includes various changes to the submission requirements for special permit uses found in Article 8 of the Zoning Ordinance. In addition, specific changes are also proposed for applications for home child care facilities, home professional offices and accessory dwelling units. All of these amendments are being proposed in order to improve the accuracy of information that is submitted as part of the submission and review of a special permit application, as well as for the BZA in rendering decisions. It is staff's belief that each of these amendments will reduce the time that an application is in process for application acceptance, a benefit to the applicant as well as to the BZA.

First, two minor amendments are proposed to Paragraphs 1 and 7 of Sect. 8-011, to identify that only a single, original application is required rather than four copies, and that the applicable

ownership statement must be legally notarized. These changes are applicable to all applications for any special permit type.

Second are proposed changes to the additional standards for home child care facilities, as found in Section 8-305. The Board of Supervisors recently made changes to the home child care provisions as part of Zoning Ordinance Amendment ZO 13-440, which was adopted on June 18, 2013, with a follow up amendment ZO 14-444 adopted on February 11, 2014. These amendments sought to better align the Zoning Ordinance provisions with administrative changes that were made by the Virginia Department of Social Services in June of 2012. As a result, the Board amended the Zoning Ordinance to increase the number of children from 10 to 12 that can be cared for in a home child care facility, which is the maximum number of children permitted with a state license. The recent amendments also reduced the filing fees for special permit and special exception applications for home child care facilities and incorporated additional standards and increased flexibility for the BZA, as well as the Board's review of applications within a P-District. At the time the first ordinance was adopted in 2013, there were approximately 450 existing home child care facilities that were currently operating in the County that, depending on the number of children in their care and/or the status of their state license, potentially would require approval of a new special permit or amendment of an existing special permit approval. As a result of this potential influx of applications, County staff developed an assistance program for existing providers that consisted of a public outreach component, a flexible application process, and established "grace periods" extending into 2014 to allow providers ample time to go through the special permit or special exception process.

In an effort to accommodate existing providers, the assistance program has resulted in the acceptance of special permit applications inconsistent with the submission requirements for other special permit types. The most common deficiency is the lack of necessary information concerning the property, such as the location of accessory structures, patios, and other improvements on the subject property in question, as well as a lack of information concerning the internal layout of the residence where the child care activity is occurring. These deficiencies result in a prolonged effort to move an application through the acceptance process, present difficulty for County staff reviewing and analyzing the information for preparation of the necessary staff report, and adds unnecessary complexity to the BZA's and Board's decision making process – all of which extend the special permit process for the applicant. As a result of these impacts, this amendment proposes two changes to the submission requirements for home child care facilities. First, a revision to Par. 4 of Sect. 8-305 is proposed to require the submission of a certified plat, prepared by a licensed professional, instead of a plat prepared by the applicant. This change is necessary in order to provide accurate information as to the existing improvements on the subject property. In addition, the amendment also adds a requirement for submission of a certified dimensioned floor plan of the residence, to include corresponding photographs. Like the certified plat requirement, the dimensioned floor plan and photographs provide accurate information concerning the residence that is necessary to both County staff and the BZA in reviewing an application.

Staff acknowledges that these proposed changes will add additional cost for a provider to process the application. However, having an accurate record of the subject property for a fixed date in time is beneficial to all parties involved, including the applicant. Furthermore, providing accurate information up front as part of the submission process will result in an overall reduction in the

review period throughout the entire public process. It should be noted that many of the home child care providers already provide certified plats in conjunction with their application without issue.

The proposed amendment also recommends similar changes to the additional standards for home professional offices and accessory dwelling units. Concerning home professional offices, staff is proposing to revise the additional standards set forth in Sect. 8-907 to require submission of a certified dimensioned floor plan of the residence to include corresponding photographs. In addition, staff is proposing to delete the existing provision concerning the renewal process for any home professional office approved prior to January 24, 1977, as there is no record to indicate the any such application exists.

Several changes are proposed to Sect. 8-918 Additional Standards for Accessory Dwelling Units. The first of these recommended changes is a revision to Par. 2, which sets forth certain location requirements for an accessory dwelling unit on a subject property. For lots that are 2 acres or less in size, an accessory dwelling unit is only permitted within the structure of a single family detached dwelling unit. Furthermore, this provision states that any added external entrances for the accessory dwelling unit must be located on the side or rear of the structure. This provision has presented some difficulty in cases where entrances are located on the front of a residence but are designed to be within a vestibule or foyer. In order to provide flexibility to the applicants and the BZA in their review of these applications, staff is proposing to amend this section to allow the BZA to approve an alternate entrance location based on the specifics of the application. The second recommended change is the addition of a new Par. 12 to add the same certified dimensioned floor plan and corresponding photograph requirement being proposed for both home child care facilities and home professional offices. Furthermore, while accessory dwelling unit applications are subject to the same, general special permit submission requirements set forth in Sect. 8-011, staff routinely ends up having to modify these submission requirements because many of the plat requirements are not necessary for the review of an accessory dwelling unit. In order to truncate this list of submission requirements, and thereby simplify the process for applicants, staff is recommending to add specific plat requirements for accessory dwelling units. This is similar to those additional standards for other residential special permit applications, such as for a reduction of certain yard requirements found in Sect. 8-922. Lastly, staff is also recommending the deletion of the existing provision setting forth the renewal process for any accessory dwelling unit approved prior to July 27, 1987. This deletion has been recommended as there is no record indicating that any such applications exist.

It should be noted that any changes to the special permit application submission requirements that are ultimately adopted by the Board will only apply to those applications submitted for review following the adoption date of any such zoning ordinance text amendment. Therefore, any application submitted prior to an adoption date will not be subject to the proposed additional requirements.

Variance Standards

This amendment is identified as a Priority 1 item in the 2016 Zoning Ordinance Amendment Work Program and is the result of changes made to the Code of Virginia. The standards for the granting of a variance were modified during the 2015 Regular Session of the Virginia General Assembly,

specifically by House Bill HB 1849, which was signed into law on March 26, 2015. In addition to some minor adjustments to existing code language, HB 1849 revised §15.2-2309 of the *Code of Virginia* to make it more feasible for the Board of Zoning Appeals (BZA) to grant a variance to an applicant by removing the requirement for a property to have extraordinarily unusual topographic or physical conditions. Furthermore, HB 1849 deleted provisions requiring that a variance can only be authorized by the BZA when there is clear demonstration of hardship, and only then when compliance with the intended spirit of the Zoning Ordinance is satisfied and substantial justice has been served. New language was added stating that a variance shall be granted if failure to grant the variance would unreasonably restrict utilization of the property and the granting of the variance would alleviate a hardship, without substantial detriment to nearby properties. Accordingly, those variance standards set forth in Sect. 18-404, Required Standards for Variances, must now be amended in order to bring them into parity with the revised Virginia Code §15.2-2309, as well the reference to variances found in Sect. 19-209, Powers and Duties, which sets forth the power and duties of the BZA . Currently, the BZA references the provisions of Virginia Code §15.2-2309 when evaluating and making decisions on variance applications. Once this amendment is adopted to reflect the changes of HB 1849, the BZA may directly reference the Zoning Ordinance instead of the Virginia Code.

Definitions of Public Use and School of General Education

This amendment is also listed as a Priority 1 item in the 2016 Zoning Ordinance Amendment Work Program. The purpose of this amendment is to clarify that a use controlled or sponsored by another local government, such as a school or library, is not deemed a public use for purposes of zoning. Article 20 of the Zoning Ordinance defines a public use as:

> *"Any area, building or structure held, used or controlled exclusively for public purposes by any department or branch of the Federal Government, Commonwealth of Virginia, or the Fairfax County government under the direct authority of the Board of Supervisors, the Fairfax County School Board or Fairfax County Park Authority, without reference to the ownership of the building or structures or the realty upon which it is situated. For the purpose of this Ordinance, uses sponsored by the agencies such as the Fairfax County Water Authority, Social Services Board, Redevelopment and Housing Authority, Economic Development Authority, Juvenile Court and Fairfax-Falls Church Community Services Board shall not be deemed public uses and shall be subject to the applicable Zoning Ordinance provisions for the proposed use; provided, however, if such uses are implemented under the direct authority of the Fairfax County Board of Supervisors, they shall be deemed public uses"*

Public uses are permitted uses in all zoning districts. In the past, under the interpretation of a previous Zoning Administrator, a public school operated by another local jurisdiction and located within the County has been treated as most similar to a public use. While the circumstances where this situation has occurred is limited, staff believes that it is appropriate to amend the definition of public use to clarify that uses controlled or sponsored by another county, city or town shall not be deemed a public use, as they are not operated under the authority of the Board of Supervisors, but shall instead be subject to the applicable zoning regulations for the proposed use. Therefore, staff is proposing language that adds uses operated by another county, city or town to the list of quasi-public entities that are not treated as public uses for purposes of zoning. In addition, the definition

of a school of general education is also proposed for amendment, to reflect that such use includes a public school operated by another jurisdiction.

CONCLUSION

Staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption. The additional certified plat and dimensioned floor plan submission requirements for Home Child Care Facilities, Home Professional Offices and Accessory Dwelling Units shall only be required for those applications submitted after the effective date of this Ordinance.

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of July 26, 2016, and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, as other amendments may be adopted prior to action on this amendment. In the case of such an event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 4, Commercial District Regulations, as follows:

- **Amend Part 1, C-1 Low Rise Office Transitional District, Sect. 4-102, Permitted Uses, by revising Par. 5 to read as follows:**

  5. Nursery schools and child care centers, limited by the provisions of Sect. 105 below.

- **Amend Part 2, C-2 Limited Office District, Sect. 4-202, Permitted Uses, by revising Par. 5 to read as follows:**

  5. Nursery schools and child care centers, limited by the provisions of Sect. 205 below.

- **Amend Part 3, C-3 Office District, Sect. 4-302, Permitted Uses, by revising Par. 11 to read as follows:**

  11. Nursery schools and child care centers, limited by the provisions of Sect. 305 below.

- **Amend Part 4, C-4 High Intensity Office District, Sect. 4-402, Permitted Uses, by revising Par. 12 to read as follows:**

  12. Nursery schools and child care centers, limited by the provisions of Sect. 405 below.

- **Amend Part 5, C-5 Neighborhood Retail Commercial District, Sect. 4-502, Permitted Uses, by revising Par. 29 to read as follows:**

  29. Veterinary hospitals, limited by the provisions of Sect. 505 below.

- **Amend Part 6, C-6 Community Retail Commercial District, Sect. 4-602, Permitted Uses, by revising Par. 35 to read as follows:**

  35. Veterinary hospitals, limited by the provisions of Sect. 605 below.

- **Amend Part 7, C-7 Regional Retail Commercial District, Sect. 4-702, Permitted Uses, by revising Par. 41 to read as follows:**

41. Veterinary hospitals, limited by the provisions of Sect. 705 below.

- **Amend Part 8, C-8 Highway Commercial District, Sect. 4-802, Permitted Uses, by revising Par. 42 to read as follows:**

42. Veterinary hospitals, limited by the provisions of Sect. 805 below.

- **Amend Part 9, C-9 Super-Regional Retail Commercial District, Sect. 4-902, Permitted Uses, by revising Par. 29 to read as follows:**

29. Veterinary hospitals, limited by the provisions of Sect. 905 below.

Amend Article 8, Special Permits, as follows:

- **Amend Part 0, General Provisions, Sect. 8-011, Submission Requirements, Par. 1 and 7, to read as follows:**

8-011 Submission Requirements

1. ~~Four (4) copies of an~~ One (1) original application on forms provided by the County, completed and signed by the applicant.

7. A notarized statement which confirms the ownership of the subject property, and the nature of the applicant's interest in the same. If the applicant is not the owner of the property involved in the application, evidence must be submitted showing that the applicant will have the right to use the property as proposed. For a condominium, the provisions of Sect. 2-518 shall be applicable.

- **Amend Part 3, Group 3 Institutional Uses, Sect. 8-305, Additional Standards for Home Child Care Facilities, by revising Par. 4 , adding a new Par. 5, and renumbering the existing Par. 5, all to read as follows:**

8-305 Additional Standards for Home Child Care Facilities

4. Notwithstanding Par. 2 of Sect. 011 above, all applications shall be accompanied by ~~ten (10)~~ fifteen (15) copies of a plat and such plat shall be presented on a sheet having a maximum size of 24" x 36", and, in addition to the 15 copies, one 8 ½" x 11" reduction of the plat. Such plat shall be drawn to a designated scale of not less than one inch equals fifty feet (1" = 50'), unless a smaller scale is required to accommodate the development. Such plat shall be certified by a professional engineer, land surveyor, architect, or landscape architect licensed by the State of Virginia. Such plat shall contain the following information: ~~plan drawn to scale. The plan, which may be prepared by the applicant, shall contain the following information:~~

A. The dimensions, boundary lines and area of the lot or parcel.

B. The location, dimensions and height of any building, structure or addition, whether existing or proposed.

C. The distance from all property lines to the existing or proposed building, structure or addition, shown to the nearest foot.

D. The dimensions and size of all outdoor recreation space and the location of such space in relation to all lot lines.

E. Seal and signature of the licensed professional certifying the plat.

5. All applications shall be accompanied by a dimensioned floor plan, certified by an engineer, architect or other similar professional licensed by the State of Virginia, identifying all rooms and/or facilities to be used in conjunction with the home child care facility, including gross floor area, and points of ingress and egress from the dwelling. In addition, and notwithstanding Par. 4 of Sect. 011 above, the dimensioned floor plan shall also be accompanied by corresponding digital photographs of those rooms and/or facilities used in conjunctions with the home child care facility. The photographs shall be clearly dated and labeled as to their subject matter.

~~5~~6. All such uses shall be subject to the regulations of Chapter 30 of The Code or Title 63.2, Chapter 17 of the Code of Virginia.

- **Amend Part 9, Group 9 Uses Requiring Special Regulation, Sect. 8-907, Additional Standards for Home Professional Offices, by replacing existing Par. 5 with the following:**

8-907 Additional Standards for Home Professional Offices

5. ~~Notwithstanding the provisions of Sect. 014 above, home professional offices approved prior to January 24, 1977 may be renewed for one five (5) year period under the ordinances in effect at the time the permit was originally granted, provided that the principal user is the same as the one who originally received the special permit. Thereafter, any renewal shall be subject to the provisions of this Ordinance.~~

All applications shall be accompanied by a dimensioned floor plan, certified by an engineer, architect or other similar professional licensed by the State of Virginia, depicting the internal layout of the residence, including identification and corresponding gross floor area of all rooms and/or facilities to be used in conjunction with the home professional office, and ingress and egress from the dwelling. In addition, and notwithstanding Par. 4 of Sect. 011 above, the dimensioned floor plan shall also be accompanied by corresponding digital photographs of those rooms

and/or facilities used in conjunctions with the home professional office. The photographs shall be clearly dated and labeled as to their subject matter.

- **Amend Part 9, Group 9 Uses Requiring Special Regulation, Sect. 8-918, Additional Standards for Accessory Dwelling Units, by revising Par. 2, replacing Par. 13 and adding a new Par. 14, as follows:**

8-918 Additional Standards for Accessory Dwelling Units

2. Except on lots two (2) acres or larger, an accessory dwelling unit shall be located within the structure of a single family detached dwelling unit. Any ~~added~~ external entrances for the accessory dwelling unit shall be located on the side or rear of the structure, unless an alternative location is approved by the BZA.

   On lots two (2) acres or greater in area, an accessory dwelling unit may be located within the structure of a single family detached dwelling unit or within a freestanding accessory structure.

13. ~~Notwithstanding Par. 5 of Sect. 9-012, any accessory dwelling unit approved prior to July 27, 1987 and currently valid may be extended in accordance with the provisions of this Section and Sect. 012 above.~~

    Notwithstanding Par. 2 of Sect. 011 above, all applications shall be accompanied by fifteen (15) copies of a plat and such plat shall be presented on a sheet having a maximum size of 24" x 36", and, in addition to the 15 copies, one 8 ½" x 11" reduction of the plat. Such plat shall be drawn to a designated scale of not less than one inch equals fifty feet (1" = 50'), unless a smaller scale is required to accommodate the development. Such plat shall be certified by a professional engineer, land surveyor, architect, or landscape architect licensed by the State of Virginia. Such plat shall contain the following information:

    A. Boundaries of entire property, with bearings and distances of the perimeter property lines, and of each zoning district.

    B. Total area of the property and of each zoning district in square feet or acres.

    C. Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics.

    D. The location, dimension and height of any building or structure, to include existing or proposed fences and/or walls and, if known, the construction date(s) of all existing structures.

    E. All required minimum yards to include front, side and rear, a graphic depiction of the angle of bulk plane, if applicable, and the distances from all existing and/or proposed structures to lot lines.

    F. Means of ingress and egress to the property from a public street(s).

G. The location of a well and/or septic field, or indication that the property is served by public water and/or sewer.

H. Location of all existing utility easements having a width of twenty-five (25) feet or more, and all major underground utility easements regardless of width.

I. Seal and signature of the licensed professional person certifying the plat.

14. All applications shall be accompanied by a dimensioned floor plan, certified by an engineer, architect or other similar professional licensed by the State of Virginia, depicting the internal layout and gross floor area of both the principal and accessory dwelling unit, with the use of each room and points of ingress and egress to the dwellings clearly labeled. The gross floor area calculation shall include the limitation set forth in Par. 3 above. In addition, and notwithstanding Par. 4 of Sect. 011 above, the dimensioned floor plan shall also be accompanied by corresponding digital photographs, which shall be clearly dated and labeled as to their subject matter.

Amend Article 18, Administration, Amendments, Violations and Penalties, Part 4, Variances, Sect. 18-404, Required Standards for Variances, to read as follows:

In furtherance of the requirements of §15.2-2309 of the Code of Virginia, ~~T~~to grant a variance, the BZA shall make specific findings based on the evidence before it that the application satisfies all of the following enumerated requirements:

1. That the property interest in the subject property for which the variance is being requested was acquired in good faith, and the applicant did not create any hardship for which relief is sought.

~~2. That the subject property has at least one of the following characteristics:~~

~~A. Exceptional narrowness at the time of the effective date of the Ordinance;~~

~~B. Exceptional shallowness at the time of the effective date of the Ordinance;~~

~~C. Exceptional size at the time of the effective date of the Ordinance;~~

~~D. Exceptional shape at the time of the effective date of the Ordinance;~~

~~E. Exceptional topographic conditions;~~

~~F. An extraordinary situation or condition of the subject property; or~~

~~G. An extraordinary situation or condition of the use or development of property immediately adjacent to the subject property.~~

~~3~~2. That the condition or situation of the subject property or the intended use of the subject property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted by the Board of Supervisors as an amendment to the Zoning Ordinance.

~~4~~3. That the strict application of this Ordinance would ~~produce undue hardship~~ unreasonably restrict the utilization of the subject property, or the granting of the variance would alleviate a hardship due to a physical condition relating to the subject property or improvements thereon at the time of the effective date of the Ordinance.

~~5~~4. That such ~~undue~~ unreasonable restriction or hardship is not shared generally by other properties in the same zoning district and the same vicinity.

~~6. That:~~

~~A. The strict application of the Zoning Ordinance would effectively prohibit or unreasonably restrict the utilization of the subject property, or~~

~~B. The granting of a variance will alleviate a clearly demonstrable hardship as distinguished from a special privilege or convenience sought by the applicant.~~

~~7~~5. That ~~authorization~~ the granting of the variance will not be of substantial detriment to adjacent property.

~~8. That the character of the zoning district will not be changed by the granting of the variance.~~

~~9~~6. That the variance will be in harmony with the ~~intended spirit and~~ purposes of this Ordinance and will not be contrary to the public interest.

Amend Article 19, Boards, Commissions, Committees, Part 2, Board of Zoning Appeals, Sect. 19-209, Powers and Duties, by revising Par. 2 to read as follows:

2. To authorize upon application in specific cases such variance from the terms of this Ordinance as will not be contrary to the public interest, when owning to special conditions, a literal enforcement of the provisions will ~~result in unnecessary hardship~~ unreasonably restrict the utilization of the subject property; provided that the ~~spirit~~ purpose of the Ordinance shall be observed ~~and substantial justice done~~, all as provided in Part 4 of Article 18.

Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3, 20-300, Definitions, by revising the following definitions to read as follows:

PUBLIC USE: Any area, building or structure held, used or controlled exclusively for public purposes by any department or branch of the Federal Government, Commonwealth of Virginia, or the Fairfax County government under the direct authority of the Board of Supervisors, the Fairfax County School Board or Fairfax County Park Authority, without reference to the ownership of the building or structures or the realty upon which it is

situated. For the purpose of this Ordinance, uses sponsored or operated by other counties, cities or towns within the Commonwealth of Virginia or agencies such as the Fairfax County Water Authority, Social Services Board, Redevelopment and Housing Authority, Economic Development Authority, Juvenile Court and Fairfax-Falls Church Community Services Board shall not be deemed public uses and shall be subject to the applicable Zoning Ordinance provisions for the proposed use; provided, however, if such uses are implemented under the direct authority of the Fairfax County Board of Supervisors, they shall be deemed public uses.

SCHOOL OF GENERAL EDUCATION: Any parochial~~,~~ or private school, boarding school, or academy,~~ or~~ including a school for the ~~mentally~~ intellectually or physically disabled, ~~giving~~ that provides regular instruction at least five (5) days a week, except holidays, for a normal school year of not less than seven (7) months, but not including (a) a school of special education as defined herein; or (b) a child care center or home child care facility unless conducted as part of a school of general education; or (c) a riding school, however designated. For purposes of this Ordinance, a school of general education shall include a public school operated by other counties, cities or towns within the Commonwealth of Virginia.

Board Agenda Item
July 26, 2016

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Consider Changes to the Fairfax County Code, Virginia, Chapter 33, Pawnbrokers and Precious Metals and Gems Dealers

ISSUE:
Board of Supervisors' authorization to advertise a public hearing to revise Chapter 33 of The Fairfax County Code.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on the proposed changes to Chapter 33.

TIMING:
Board action is requested on July 26, 2016, to authorize advertisement to provide sufficient time to advertise the proposed public hearing scheduled on October 18, 2016 at 4:00 p.m. If adopted, this ordinance would become effective on November 1, 2016.

BACKGROUND:
Virginia law provides that no one in the Commonwealth may engage in the business of a precious metals and gems dealer or pawnbroker without a permit issued by the locality where the business is located. Virginia Code § 54.1-4108 requires Fairfax County to issue precious metals and gem dealer permits to qualified applicants. Virginia Code § 54.1-4111 enables Fairfax County to enact an ordinance that parallels, or is more restrictive than, the provisions found in Virginia Code.

Virginia Code § 54.1-4001 provides that Fairfax County may issue pawnbroker permits to qualified applicants. Virginia Code § 54.1-4002 authorizes localities to limit the number of pawnshops that may be operated at any one time within its territorial limits.

There are currently forty-two (42) precious metal and gem dealers who are permitted by Fairfax County to purchase precious metals and gems from the public. There are nine (9) pawnshops currently operating in Fairfax County. Fairfax County limits the number of pawnshops that may operate within its territorial limits to twelve (12).

Fairfax County first enacted regulations for precious metal and gem dealers in 1981 and for pawnbrokers in 1989. Chapter 33 contains all provisions pertinent to the issuance of permits, operations of precious metals and gems dealer and pawnbroker businesses, and penalties for violation of the chapter.

Virginia Code sets forth comprehensive minimum requirements for permit issuance, operation of businesses, and penalties. Chapter 33 of Fairfax County Code in large part restates these requirements, with minor changes applicable to county operations. Since Chapter 33 was last revised, amendments to Virginia Code §§ 54.1-4100 through -4111 (Precious Metal and Gem Dealers) and §§ 54.1-4000 through –4014 (Pawnbrokers) have been enacted by the Virginia General Assembly. The proposed revisions to Chapter 33 incorporate the current provisions contained in applicable sections of the Virginia Code.

The Consumer Protection Commission received staff briefings and held a public hearing on the proposed revision on May 17, 2016, and eight commissioners voted to recommend approval by the Board of Supervisors, with one commissioner abstaining.

ENCLOSED DOCUMENTS:
Attachment 1: Virginia Code § 54.1-4108. Permit required; method of obtaining permit; no convictions of certain crimes; approval of weighing devices; renewal; permanent location required.
Attachment 2: Virginia Code § 54.1-4111. Local ordinances.
Attachment 3: Virginia Code § 54.1-4001. License required; license authorized by court; building designated in license; penalty.
Attachment 4: Virginia Code § 54.1-4002. Local limitation as to number of pawnshops.
Attachment 5: Proposed Ordinance; draft markup of Fairfax County Code Chapter 33
Attachment 6: Staff Report to Consumer Protection Commission, May 17, 2016

STAFF:
David J. Molchany, Deputy County Executive
John Burton, Assistant County Attorney
Michael Liberman, Director, Department of Cable and Consumer Services
Henri Stein McCartney, Chief, Regulation and Licensing Branch, DCCS
Edwin Roessler, Jr.,Chief, Fairfax County Police Department

Attachment 1

Virginia Code

§ 54.1-4108. Permit required; method of obtaining permit; no convictions of certain crimes; approval of weighing devices; renewal; permanent location required.

A. No person shall engage in the activities of a dealer as defined in § 54.1-4100 without first obtaining a permit from the chief law-enforcement officer of each county, city, or town in which he proposes to engage in business.

B. To obtain a permit, the dealer shall file with the proper chief law-enforcement officer an application form which includes the dealer's full name, any aliases, address, age, date of birth, sex, and fingerprints; the name, address, and telephone number of the applicant's employer, if any; and the location of the dealer's place of business. Upon filing this application and the payment of a $200 application fee, the dealer shall be issued a permit by the chief law-enforcement officer or his designee, provided that the applicant has not been convicted of a felony or crime of moral turpitude within seven years prior to the date of application. The permit shall be denied if the applicant has been denied a permit or has had a permit revoked under any ordinance similar in substance to the provisions of this chapter.

C. Before a permit may be issued, the dealer must have all weighing devices used in his business inspected and approved by local or state weights and measures officials and present written evidence of such approval to the proper chief law-enforcement officer.

D. This permit shall be valid for one year from the date issued and may be renewed in the same manner as such permit was initially obtained with an annual permit fee of $200. No permit shall be transferable.

E. If the business of the dealer is not operated without interruption, with Saturdays, Sundays, and recognized holidays excepted, the dealer shall notify the proper chief law-enforcement officer of all closings and reopenings of such business. The business of a dealer shall be conducted only from the fixed and permanent location specified in his application for a permit.

F. The chief law-enforcement officer may waive the permit fee for retail merchants that are not required to be licensed as pawnbrokers under Chapter 40 (§ 54.1-4000 et seq.), provided the retail merchant has a permanent place of business and purchases of precious metals and gems do not exceed five percent of the retail merchant's annual business.
1981, c. 581, § 54-859.23; 1986, c. 316; 1988, c. 765; 2014, cc. 22, 611.

Attachment 2

Virginia Code

§ 54.1-4111. Local ordinances.

Nothing in this chapter shall prevent any county, city, or town in this Commonwealth from enacting an ordinance regulating dealers in precious metals and gems which parallels this chapter, or which imposes terms, conditions, and fees that are stricter, more comprehensive, or larger than those imposed by this chapter. In any event, the terms, conditions, and fees imposed by this chapter shall constitute minimum requirements in any local ordinance. Any fee in excess of the one specified in § 54.1-4108 shall be reasonably related to the cost of enforcement of such local ordinance. 1981, c. 581, § 54-859.26; 1988, c. 765.

Attachment 3

Virginia Code

§ 54.1-4001. License required; license authorized by court; building designated in license; penalty.

A. No person shall engage in the business of a pawnbroker without having a valid license issued by the county, city or town in which the pawnbroker conducts such business.

B. The circuit court of any county or city may authorize any county, city or town to issue to any individual, who has not been convicted of a felony or a crime involving moral turpitude in the last ten years, a license to engage in the business of a pawnbroker in that county, city or town. No such license shall be issued by any county, city or town except with such authority. Prior to the issuance of the license, the applicant shall furnish his date of birth, a sworn statement or affirmation disclosing any criminal convictions or any pending criminal charges, whether within or without the Commonwealth, and such other information to the licensing authority as may be required by the governing body. The license shall designate the building in which the licensee shall carry on such business.

C. No person shall engage in the business of a pawnbroker in any location other than the one designated in his license, except with consent of the court which authorized the license.

D. Any person who violates the provisions of this section shall be guilty of a Class 1 misdemeanor. Each day's violation shall constitute a separate offense.

Code 1950, §§ 54-841, 54-842; 1982, c. 633; 1986, c. 316; 1988, c. 765; 1998, c. 848.

Attachment 4

Virginia Code

§ 54.1-4002. Local limitations as to number of pawnshops.

A. In addition to all limitations and restrictions and notwithstanding any other relevant provisions of this chapter, the governing body of any county, city or town may reasonably limit by resolution or ordinance the number of pawnshops that may be operated at any one time within its territorial limits.

B. The circuit court of any county or city which has, by resolution or ordinance, limited the number of pawnshops therein shall not authorize any license to any pawnbroker after the commissioner of the revenue or other tax assessing officer of the county, city or town over which it has jurisdiction for the issuance of such licenses has filed with the court a statement that the number of licensed pawnshops within the county, city or town has reached the maximum number of pawnshops authorized to be operated therein, unless the number has been reduced below the maximum prescribed. In the event that a properly licensed pawnbroker sells his business, the circuit court of the county or city shall authorize the county, city or town in which such business operates to issue to the purchaser a new license for the same location if the purchaser has not been convicted of a felony or a crime involving moral turpitude in the last ten years. Prior to the issuance of the license, the purchaser shall furnish his date of birth and such other information to the licensing authority as may be required by the local governing body.

Code 1950, § 54-843; 1982, c. 633; 1988, c. 765; 1998, c. 848.

Attachment 5

**AN ORDINANCE AMENDING
CHAPTER 33 OF THE FAIRFAX COUNTY CODE, RELATING TO
PRECIOUS METAL AND GEM DEALERS AND PAWNBROKERS**

Draft of May 17, 2016

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Chapter 33 relating to precious metal and gem dealers and pawnbrokers.

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

1. That Chapter 33 is amended and readopted as follows:

Chapter 33
~~**Pawnbrokers and**~~ **Precious Metals and Gems Dealers** **and Pawnbrokers**

Article 1. Precious Metals and Gems Dealers.
Sec. 33-1-1. Definitions.
Sec. 33-1-2. Permit required.
Sec. 33-1-3. Method of obtaining permit.
Sec. 33-1-4. Permit non-transferable and to be displayed.
Sec. 33-1-5. ~~False statements~~Information from sellers.
Sec. 33-1-6. ~~Information from sellers.~~ Records, copies of bills of sales required.
Sec. 33-1-7. Record of disposition.
Sec. 33-1-8. Prohibited purchases.
Sec. 33-1-9. Dealer to retain purchases.
Sec. 33-1-10. Dealer's bond.
Sec. 33-1-11. ~~Availability of bond proceeds~~Private action on bond or letter of credit
Sec. 33-1-12. Search of premises of Dealer.
Sec. 33-1-13. Exemptions from chapter.
Sec. 33-1-14. Violation a misdemeanor.

Article 2. Pawnbrokers.
Sec. 33-2-1. Definition of pawnbroker.
Sec. 33-2-2. Limitation of pawnbroker licenses.
Sec. 33-2-3. Issuance of pawnbroker licenses.
Sec. 33-2-4. Daily Reports.
Sec. 33-2-5. Penalties.

ARTICLE 1. Precious Metals and Gems Dealers.

Section 33-1-1. Definitions.

A. "Dealer" means any person, firm, partnership, or corporation engaged at any location in the County of Fairfax in in the business of (i) purchasing secondhand Precious Metals or Gems; (ii) removing in any manner Precious Metals or making loans for which precious metalsGems from manufactured articles not then owned by the person, firm, partnership, or gems are received and held as security;corporation; or (iii) buying, acquiring, or selling Precious Metals or Gems removed from manufactured articles. "Dealer" includes all employers and principals on whose behalf a purchase is made, and any Employee or agent who makes any purchase for or on behalf of his employer or principal.

The definition of "Dealer" shall not include persons engaged in the following:

1. Purchases of Precious Metals or Gems directly from other Dealers, manufacturers, or Wholesalers for retail or wholesale inventories, provided, however, that the selling Dealer has complied with the provisions of this chapter.

2. Purchases of Precious Metals or Gems from a qualified fiduciary who is disposing of the assets of an estate being administered by the fiduciary.

3. Acceptance by a retail merchant of trade-in merchandise previously sold by the retail merchant to the person presenting that merchandise for trade-in.

4. Repairing, restoring or designing jewelry by a retail merchant, if such activities are within his normal course of business.

5. Purchases of Precious Metals or Gems by industrial refiners and manufacturers, insofar as such purchases are made directly from retail merchants permanently located within the County shall be exempted insofar as they make purchases directly from manufacturers or wholesalers of precious metals or gems for their inventories. This definition includes merchants whose business is itinerant in nature as well as those whose, Wholesalers, Dealers, or by mail originating outside the Commonwealth.

6. Persons regularly engaged in the business is permanently located in the County. As used herein, "dealer" includes employers and principals on whose behalf the purchase or loan was made and all employees and agents who personally make such purchases and loans. When any act for a permit is required of a corporation, it shall be performed by its presidentof purchasing and

processing non-precious scrap metals which incidentally may contain traces of Precious Metals recoverable as a by-product.

B. "Precious Metals" means any item except Coins composed in whole or in part of gold, silver, platinum, or platinum alloys.

C. ~~*Precious metals:* Except for coins,~~ "Gems" means any item containing ~~as part of its composition in any degree gold, silver or platinum.~~precious or semiprecious stones ~~*Gems:* Any item containing or having a gemstone, such as is~~ customarily used in jewelry ~~or ornamentation.~~ .

D. ~~*Wholesaler:* Any person, firm, partnership or corporation whose business regularly includes the sale of precious metals or gems to dealers for inventory or who has a valid wholesale sales license from any state.~~

~~E.~~ "Coin~~: Pieces~~" means any piece of gold, silver or other metal fashioned into a prescribed shape, weight and degree of fineness, ~~and~~ stamped~~,~~ by authority of a government~~,~~ with certain marks and devices, and ~~put into circulation as money at a~~having a certain fixed value~~.~~ as money.

~~F.~~ E. "Employee~~:~~" means a person working for a Dealer who is authorized to approve or consummate transactions, or actively participate in transactions involving Precious Metals or Gems as defined herein.

~~G.~~ F. "Director~~:~~" means the Director of the Department of Cable and Consumer ~~Affairs~~Services of Fairfax County, Virginia~~.~~, or designee.

~~H.~~ G. "Chief of Police~~:~~" means the Chief of Police of Fairfax County, Virginia~~.~~, or designee.

Section 33-1-2. Permit required.

No ~~dealer shall purchase precious metals or gems or make loans for which precious metals or gems are received and held as security~~person should engage in the activities of a Dealer as defined in Section 33-1-1 without first obtaining a permit from the Director as provided herein, and without complying with all other ~~provision~~provisions of this Ordinance. Possession of a permit issued in another locality shall not relieve a Dealer of the obligation to obtain a permit from the Director.

Section 33-1-3. Method of obtaining permit.

~~The~~ A. To obtain a permit ~~required herein~~, the Dealer shall ~~be issued by~~file with the Director ~~or his designee upon payment of a twenty-five dollar ($25.00)~~an application ~~fee and satisfaction of the requirements herein. The applicant shall be given a permit if he~~

~~satisfies the Director of his good character and he has not been convicted within the past seven (7) years of a crime of moral turpitude. Information required on the application shall include the applicant's~~form which includes the dealer's full name, any aliases, address, age, date of birth, sex, and fingerprints~~, and photograph, and~~; the name, address, and telephone number of the applicant's employer, if any~~,~~; and the location of the dealer's place of business ~~of~~. Upon filing this application and the payment of a $200 fee, the dealer shall be issued a permit by the Director or his designee, provided that the applicant has not been convicted of a felony or crime of moral turpitude within seven (7) years prior to the date of application. The permit shall be denied if the applicant has been denied a permit, or has had a permit revoked, under any ordinance similar in substance to the provisions of this chapter. Any false statement made on the application form voids the permit *ab initio*. ~~No~~

B. Before a permit may be issued, the Dealer must have all weighing devices used in his business inspected and approved by state weights and measures officials, and present written evidence of such approval to the Director.

C. This permit shall be valid for ~~more than~~ one ~~(1)~~ year from the date ~~of issuance but~~issued, and may be renewed in the same manner as ~~the initial~~such permit ~~is~~was initially obtained with an annual fee of $200.

D. If the business of the dealer ~~does~~is not ~~operate continuously (~~operated without interruption, with Saturdays, Sundays, and recognized holidays excepted~~) from the date of obtaining his permit, then he~~ , the dealer shall notify the ~~Director of any closing and renewing~~Chief of Police of all closings and reopenings of such business. ~~A dealer may conduct the licensed~~The business of a dealer shall be conducted only from the fixed and permanent location ~~as~~ specified in ~~the~~his application for ~~the license, which shall be other than a motel or hotel room generally used by transients.~~ a permit.

Section 33-1-4. Permit non-transferable and to be displayed.
The permit issued hereunder shall be a personal privilege and shall not be transferable, nor shall there by any abatement of the fee for such permit by reason of the fact that the Dealer shall have exercised the privilege for any period of time less than that for which it was granted. The permit shall at all times be displayed prominently by the Dealer on his business premises.

Section 33-1-5. ~~False statements.~~
~~Any false statement made on the application form voids the permit *ab initio*.~~

~~Section 33-1-6.~~ Information from sellers.
~~Dealers~~
No Dealer shall ~~ascertain the name, address and age of sellers of~~purchase Precious Metals or Gems ~~and shall require~~ without first (i) ascertaining the identity of the seller ~~to verify same~~ by ~~some form of~~requiring an identification issued by a governmental

agency~~, which identification must show as a part of it the picture of the person so identified; provided, however, if the seller does not have identification which includes a picture of the seller, two (2) other forms of identification may be used by the seller such as a driver's license from a jurisdiction that does not contain~~ with a photograph ~~or some other similar identification issued by a governmental authority provided the dealer takes a photograph of the seller and retains such photograph during the fifteen-day holding period~~of the seller thereon, and at least one other corroborating means of identification, and (ii) obtaining a statement of ownership from the seller.

Section 33-1-~~7~~6. Records, copies of bills of sales required.

A. Every Dealer shall ~~maintain adequate records containing the following information which shall appear on bills of sale, the form of which shall be prescribed by the Chief of Police, one (1) copy of which is to~~ keep at his place of business an accurate and legible record of each purchase of Precious Metals or Gems. The record of each purchase shall be retained by the Dealer~~, one (1) copy to be delivered during regular County work hours to the Chief of Police at his office at the County Complex, or~~ for at ~~a place or places designated by the Chief of Police, within~~ least twenty-four (24) ~~hours of the sale,~~months and ~~one (1) copy to be delivered to the seller of such precious metals or gems. If the purchase or loan occurs during a weekend or holiday, then the delivery to the Chief of Police shall be made no later than 10:00 a.m. of the next regular work day. The required information is as follows~~shall set forth the following:

~~(1) The name of the dealer and his employer or principal if any:~~

~~(2)~~ 1. A complete description of ~~each item~~all Precious Metals or ~~set~~Gems purchased ~~by the dealer, said~~from each seller. The description ~~to~~shall include all names, ~~letters,~~initials, serial numbers ~~and~~, or other identifying marks ~~appearing on the~~or monograms on each item purchased, the true weight or carat of any gem, and the price paid for each item ~~in question.~~;

~~(3)~~ 2. The date, time, and place of receiving the items purchased;

3. The full name, residence address ~~and age of~~, work place, home and work telephone numbers, date of birth, sex, race, height, weight, hair and eye color, and other identifying marks of the person selling the Precious Metals or Gems;

4. Verification of the identification by the exhibition of a government-issued identification card bearing a photograph of the person selling the Precious Metals or Gems, such as a driver's license or military identification card. The record shall

contain the type of identification exhibited, the issuing agency, and the number thereon;

5. A statement of ownership from the seller~~.~~;

~~Such~~ 6. A digital image of the form of identification used by the person involved in the transaction ~~records are submitted~~; and

7. Digital images of the Precious Metals or Gems purchased by the dealer. Such digital images shall show the entirety of the item(s) composed of Precious Metals or Gems.

B. The information required by subdivisions A(1) through A(4) shall appear on each bill of sale for all Precious Metals and Gems purchased by a Dealer, and a copy shall be electronically delivered, in a format acceptable to the Chief of Police ~~in confidence. The~~ , within 24 hours of the time of purchase to the Chief of Police ~~is directed to take appropriate measures~~.

Section 33-1-7. Record of Disposition.

Each dealer shall maintain, for at least twenty-four (24) months, an accurate and legible record of the name and address of the person, firm, or corporation to ~~ensure the confidentiality of the information submitted pursuant to this section.~~ which he sells any Precious Metal or Gem in its original form after the waiting period required by Section 33-1-9. This record shall also show the name and address of the seller from whom the dealer purchased the item.

Section 33-1-8. Prohibited purchases.

No Dealer shall purchase ~~or make a loan on~~ Precious Metals or Gems from any seller who is under the age of eighteen (18). No Dealer shall purchase ~~or make a loan on~~ Precious Metals or Gems from ~~anyone whom~~any seller who the Dealer believes, or has reason to believe, is not the owner of ~~said precious metals or gems or is not lawfully acting for~~such items, unless the seller has written and duly authenticated authorization from the owner ~~of said precious metals or gems~~permitting and directing such sale.

Section 33-1-9. Dealer to retain purchases.

A. The Dealer shall retain ~~either within the County or any immediately adjacent county or city~~ all Precious Metals or Gems purchased ~~or held as security~~ for a minimum of fifteen (15) calendar days from the ~~time~~date on which a copy of ~~filing~~ the bill of sale ~~of their purchase with~~is received by the Chief of Police. ~~During said~~ Until the expiration of this period ~~of time, no change of any nature shall be made to any~~ , the Dealer shall not sell, alter, or dispose of a purchased item ~~containing precious metals or gems. The fifteen-day retention period shall not apply to dealer-to-dealer sales where the precious~~

~~metals or gems have already been retained and reported under this Ordinance~~in whole or in part, or remove it from Fairfax County.
B. If a Dealer performs the service of removing Precious Metals or Gems, he shall retain the metals or Gems removed and the article from which the removal was made for a period of fifteen (15) calendar days after receiving such article and Precious Metals or Gems. Until the expiration of this period, the Dealer shall not remove the metals, Gems, or the article from Fairfax County.

Section 33-1-10. Dealer's bond.

~~Prior to approving an application for a~~ A. Every Dealer shall secure a permit~~, the applicant~~ as required by Section 33-1-2, and each Dealer at the time of obtaining such permit shall enter ~~a bond with either one (1)~~into a recognizance to Fairfax County secured by a corporate ~~or two (2) personal sureties known~~surety authorized to ~~the Director, said bond to be payable to the County~~do business in the Commonwealth of Virginia, in the penal sum of ~~Five Thousand Dollars ($5~~Ten-thousand dollars ($10,000~~.00) and~~), conditioned upon due observance of the terms of this ~~Ordinance~~chapter. In lieu of ~~posting said~~a bond, ~~the~~a Dealer may ~~post cash or~~cause to be issued by a bank authorized to do business in the Commonwealth of Virginia a letter of credit ~~from a recognized financial institution whose terms are satisfactory to the Director~~in favor of Fairfax County for $10,000.

B. A single bond upon an employer or principal may be written or a single letter of credit issued to cover all Employees and all transactions occurring at a single location.

Section 33-1-11. ~~Availability of bond proceeds.~~ Private action on bond or letter of credit.
Any person aggrieved by ~~a dealer's violation of~~ the misconduct of any Dealer which violated the provisions of this ~~Ordinance and who recovers a final judgment against said dealer therefor~~chapter may maintain an action ~~in~~ for recovery in any court of proper jurisdiction against the Dealer and his ~~own name upon the dealer's bond.~~surety. Recovery against the surety shall be only for that amount of the judgment which is unsatisfied by the Dealer.

Section 33-1-12. Search of premises of Dealers.
Every Dealer shall admit to his premises during ~~the~~regular business hours ~~of business~~ the Chief of Police of Fairfax County or his sworn designee ~~to~~, or any law enforcement officer of the state or federal government. The Dealer or his Employee shall permit the officer to (i) examine ~~any transaction~~all records~~, on the premises or in the possession of the dealer,~~ required by this ~~Ordinance~~chapter and ~~to search for~~ any article listed in a ~~transaction~~ record ~~that is in the 15 day hold status, known by the Chief of Police or his sworn designee to be missing; or known or~~ which is believed by the ~~Chief of Police or his sworn designee~~officer to be missing or stolen, ~~without the formality of search~~

~~warrant or any other process~~and (ii) search for and take into possession any article known to him to be missing, or known or believed by him to have been stolen.

~~Section~~ 33-1-13. ~~Violation a misdemeanor~~Exemptions from chapter.

~~Violation~~ A. The Chief of Police, or his designee, may waive by written notice implementation of any one or more of the provisions of this ~~Ordinance~~chapter, except Section 33-1-8, for particular numismatic, Gem, or antique exhibitions, or craft shows sponsored by nonprofit organizations, provided that the purpose of the exhibitions is nonprofit in nature, notwithstanding the fact that there may be casual purchases and trades made at such exhibitions.

B. The provisions of this chapter shall ~~be~~ not apply to the sale or purchase of Coins.

C. The provisions of this chapter shall not apply to any bank, branch thereof, trust company or bank holding company, or any wholly owned subsidiary thereof, engaged in buying and selling gold and silver bullion.

Section 33-1-14. Violation a misdemeanor.

A. Any person convicted of violating any of the provisions of this chapter shall be guilty of a Class 2 misdemeanor for the first offense. Upon conviction ~~therefor, shall be punished by fine of not more than One Thousand Dollars ($1,000.00) or a jail term of not more than twelve (12) months or both.~~of any subsequent offense, he shall be guilty of a Class 1 misdemeanor.

B. Upon the first conviction of a Dealer for violation of any provision of this chapter, the Director may revoke the Dealer's permit for one full year from the date the conviction becomes final. Such revocation shall be mandatory for two full years from the date the conviction becomes final upon a second violation of this chapter.

ARTICLE 2. Pawnbrokers.

Section 33-2-1. Definition of pawnbroker.

Pawnbroker means any person who lends or advances money, or other things for profit, on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness or title, or who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.

Section 33-2-2. Limitation of pawnbroker licenses.

Not more than twelve (12) places in the County of Fairfax shall be licensed where the business of a pawnbroker, including a pawnbroker's sales, may be conducted.

In the event that a properly licensed pawnbroker sells his business, the circuit court shall authorize the Director to issue to the purchaser a new license for the same location if the purchaser has not been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. Prior to the issuance of the license, the purchaser shall pay a fee of $25 and furnish his date of birth and such other information as may be required by the Director.

Section 33-2-3. Issuance of pawnbroker licenses.

A. No person shall engage in the business of a pawnbroker without having a valid license issued by the Director.

B. Upon authorization of the circuit court, the Director ~~of the Department of Consumer Affairs shall~~may issue ~~a pawnbroker license upon payment of a Twenty-five Dollar ($25.00) application fee and satisfaction of the requirements herein. The applicant shall be given a permit if he satisfied the Director of the Department of Consumer Affairs of his good character and he~~to any individual, who has not been convicted ~~within the past seven (7) years~~ of a felony or a crime ~~of~~involving moral turpitude~~, including, however not limited to, larceny, receiving stolen property, fraud and false pretenses. Information required on the application shall include the applicant's full name, aliases, address, age, sex, fingerprints, and photograph, and the name, address and telephone number of the applicant's employer, if any, and the location of the place of~~ in the last ten (10) years, a license to engage in the business of a pawnbroker in the ~~applicant~~county. No ~~permit~~such license shall be ~~valid for more than one (1) year~~issued by the Director except with such authority from the ~~date of~~circuit court. Prior to the issuance ~~but~~ of the license, the applicant shall pay an annual fee of $25 and furnish his date of birth, a sworn statement or affirmation disclosing any criminal convictions or any pending criminal charges, whether within or without the Commonwealth of Virginia, and such other information as may be required by the Director. The license shall designate the building in which the licensee shall carry on such business.

C. This license shall be valid for one year from the date issued and may be renewed in the same manner as ~~the initial~~such permit ~~is~~was initially obtained~~. If the~~ with an annual fee of $25. No license shall be transferable.

D. No person shall engage in the business of a pawnbroker ~~does not operate continuously (Saturdays, Sundays and recognized holidays excepted) from the date of obtaining~~in any location other than the one designated in his ~~permit, then he shall notify the Director of the Department of Consumer Affairs of any closing and renewing of business.~~ license, except with consent of the court which authorized the license.

E. Any person who violates the provisions of this section shall be guilty of a Class 1 misdemeanor. Each day's violation shall constitute a separate offense.

33-2-4. Daily Reports.

A. Every pawnbroker ~~may conduct the~~shall prepare a daily report of all goods, articles, or things pawned or pledged with him or sold to him that day, and shall file such report by noon of the following day with the Chief of Police or designee. The report shall include the pledger's or seller's name, residence, and driver's license number or other form of identification; a photograph or digital image of the form of identification used by the pledger or seller; and a description of the goods, articles, or other things pledged or sold and, unless maintained in electronic format, shall be in writing and clearly legible to any person inspecting it. A pawnbroker shall file the required daily reports electronically with the appropriate law-enforcement officer through any electronic means of reporting approved by the Chief of Police.

33-2-5. Penalties

Except as otherwise provided in 33-2-3, any licensed ~~business only from the fixed permanent location as specified in the application~~pawnbroker who violates any of the provisions of this chapter shall be guilty of a Class 4 misdemeanor. In addition, the court may revoke or suspend the pawnbroker's license for ~~the license, which shall be other than a motel or hotel room generally used by transients.~~ second and subsequent offenses.

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

3. **That the provisions of this ordinance shall take effect on November 1, 2016.**

GIVEN under my hand this_____ day of _____, 2016.

_____

Clerk to the Board of Supervisors

Attachment 6

STAFF REPORT TO
CONSUMER PROTECTION COMMISSION
May 17, 2016

Revision to Fairfax County Code
Chapter 33, Precious Metals and Gems Dealers and Pawnbrokers

Summary and State Mandate

The Department of Cable and Consumer services is proposing an update to Chapter 33 of Fairfax County Code pertaining to the regulation of precious metals and gem dealers and pawnbrokers. Fairfax County is mandated by Virginia Code § 54.1-4108 to issue permits to precious metal and gem dealers, and by Virginia Code § 54.1-4001 to issue permits to pawnbrokers. Virginia Code § 54.1-4001 authorizes localities to limit the number of pawnbroker permits available for issuance in the jurisdiction.

There are currently forty-two (42) precious metal and gem dealers who are permitted by Fairfax County to purchase precious metals and gems from the public. By law, employees of the dealer's business may also purchase items on behalf of the dealer. Fairfax County limits the number of pawn permits available for issuance to twelve (12). There are nine (9) pawn businesses currently licensed by Fairfax County.

Fairfax County Code Provisions

Pursuant to the mandate required by Virginia Code, Fairfax County first enacted regulations for precious metal and gem dealers and pawnbrokers in Chapter 33 of Fairfax County Code in 1981. Chapter 33 contains all provisions pertinent to the issuance of permits, operations of precious metal and gem dealer and pawnbroker businesses, and penalties for violation of the chapter. This chapter was last revised in 1989.

Reason for Change

Because Virginia Code sets forth comprehensive minimum requirements for permit issuance, operation of businesses, and penalties, Chapter 33 of County Code in large part restates these requirements, with minor changes applicable to Fairfax County. Since Chapter 33 was last revised, numerous amendments to Virginia Code §§ 54.1-4100 – 4111 (Precious Metal and Gem Dealers) and §§ 54.1-4000 – 4014 (Pawnbrokers) have been enacted by the Virginia General Assembly. The proposed revisions to Chapter 33 of County Code seek to incorporate the current provisions of applicable sections of the Virginia Code.

Proposed revisions to Chapter 33, Article 1, Precious Metal and Gem Dealers, include the following items of note:

- Fees have been increased from $25 to $200, per Va. Code § 54.1-4108.

- Permit denial criteria have been updated to allow denial if an applicant has been convicted of a felony or crime of moral turpitude in the seven (7) years preceding the filing of a permit application, in accordance with Virginia Code § 54.1-4108. Current code allows denial for moral turpitude convictions, but not for felony convictions.
- Dealers must maintain digital photographs of the identification of sellers of precious metals and gems, in accordance with Virginia Code § 54.1-4101, as well as digital photographs of the item(s) purchased from the seller for 24 months from the date of purchase.
- Dealers must hold all precious metals and gems purchased from the public, without alteration, at a location inside of Fairfax County for fifteen (15) calendar days from the date of purchase, as required by Virginia Code § 54.1-4104. Current code allows dealers to hold purchased items in an immediately adjacent jurisdiction.
- All dealers will be required to obtain a surety bond or a letter of credit in the amount of $10,000, in favor of Fairfax County, in accordance with Virginia Code § 54.1-4106. Current code provisions require that dealers post a bond or letter of credit in the amount of $5,000, in favor of Fairfax County.
- The proposed penalty for any violation of Chapter 33, Article has been set as a Class 2 misdemeanor, punishable by confinement in jail for not more than six months and a fine of not more than $1,000, either or both. Penalties for any second offense of the chapter are set as Class 1 misdemeanors, punishable by confinement in jail for not more than twelve months and a fine of not more than $2,500, either or both. These changes are required by Virginia Code § 54.1-4110. Current code provisions do not specify the classification of misdemeanor, and does not escalate punishment for any subsequent offenses of the chapter.
- New language has been added to allow for revocation of a dealer's permit for one year if the dealer has been convicted of violation of the chapter. Upon any second conviction, the dealer's permit may be revoked for two years from the date of conviction. This new language is required by Virginia Code § 54.1-4110. Current code does not provide for revocation after conviction for violations of the chapter.

Proposed revisions to Chapter 33, Article 2, Pawnbrokers, include the following items of note:

- Permit denial criteria have been updated to allow denial if an applicant has been convicted of a felony or crime of moral turpitude in the ten (10) years preceding the filing of a permit application, in accordance with Virginia Code § 54.1-4001. Current code allows denial for moral turpitude convictions, but not for felony convictions.
- New penalty language provides that any violation of Chapter 33, Article 2 is a Class 4 misdemeanor, punishable a fine of not more than $250; except the penalty for acting as a pawnbroker without the required permit is a Class 1 misdemeanor, punishable by confinement in jail for not more than twelve months and a fine of not more than $2,500, either or both. These changes are required by Virginia Code § 54.1-4014. Current code provisions do not set forth penalties for violations of the section.
- New language has been added to allow the circuit court to suspend or revoke a dealer's permit for second or subsequent convictions for violation of the chapter. Current code does not provide for revocation after conviction for violations of the chapter.

A comprehensive summary of the proposed changes is set forth in Table 1.

Table 1

Proposed Changes to Chapter 33

Article 1 – Precious Metal and Gem Dealers	
33-1-1	Revised definition of “dealer”, “precious metals”, “gem” and “coin” to conform to Virginia Code § 54.1-4100.
33-1-2	Removed language related to making loans on precious metals and gems. PMG dealers are not allowed to make loans of items of value.
33-1-3	Updated fee amount from $25 to $200 to reflect fees allowed in Virginia Code § 54.1-4108.
33-1-3	In subsection (A), updated reasons for denial to conform to Virginia Code § 54.1-4108, which allows denial if convicted of felony or crime of moral turpitude in preceding seven (7) years, or if similar permit has been denied or revoked by another jurisdiction. Prior code allowed denial for moral turpitude convictions only.
33-1-3	In subsection (B), added requirement that scales be inspected and approved by weights and measures official.
33-1-3	In subsection (C), added language on permit term and renewal method.
33-1-4	No change
33-1-5	Moved language from 33-1-5 to 33-1-3. Renumbered section.
33-1-5 (new language)	Updated information required from sellers to include two forms of identification, as required by Virginia Code § 54.1-4101. Current code requires only one form of identification from sellers.
33-1-6	Replaced section with language from Virginia Code § 54.1-4101. Added “24 months” as the period of time which purchase records must be kept by dealers; adds requirement for dealers to maintain digital photographs of seller’s identification and of item purchased from seller; adds statement of ownership from seller to records that must be maintained; requires dealer to maintain digital images of items purchased; and requires electronic submission of purchase report to FCPD.
33-1-7	Added language from Virginia Code § 54.1-4105 requiring record of disposition.
33-1-8	Removed language related to making loans on precious metals and gems. Added new language from Virginia Code § 54.1-4101 that prohibits dealer from purchasing items from anyone other than the owner of such items unless seller presents duly authenticated authorization from owner of items.
33-1-9	Added language that requires purchased items be held in the jurisdiction in which purchase was made, as required by Virginia Code § 54.1-4104. Current code allows purchases to be held in a neighboring jurisdiction.

33-1-10	Updated surety bond amount from $5,000 to $10,000, as required by Virginia Code § 54.1-4106.
33-1-11	Revised language that specifies how an aggrieved consumer may seek recovery of losses against surety bond of dealer. Specifies that recovery sought is limited to the amount of any unsatisfied judgement against the dealer. Current Virginia Code § 54.1-4104.
33-1-12	Added language to allow state or federal law enforcement officers to search premises of dealer without a search warrant and take into possession any items known to be missing or stolen, as required by Virginia Code § 54.1-4101.1.
33-1-13	Added new language exempting certain transactions from code requirements.
33-1-14	Updated penalties and add revocation language, as in § 54.1-4110. Sets penalty as Class 2 misdemeanor for first offense and Class 1 misdemeanor for any subsequent offenses. Provides that dealer's permit is revoked for one year upon first conviction, and revoked for two years upon any second conviction for violation of Chapter 33.
Article 2 – Pawnbrokers	
33-2-1	No change
33-2-2	Added language from Virginia Code § 54.1-4002 that specifies that if a properly licensed pawnbroker sells his business, that the purchaser shall be issued a pawnbroker permit provided he is otherwise qualified.
33-2-3	Revised language related to issuance of a pawnbroker permit. Updated reasons for denial to conform to Virginia Code § 54.1-4001, which allows denial if convicted of felony or crime of moral turpitude in preceding ten (10) years. Prior code allowed denial for moral turpitude convictions in preceding seven (7) years. Added language that disqualifies individuals who have been convicted of a felony or a crime of moral turpitude in the ten (10) years prior to application. Added provision that operating as a pawnbroker without a permit is a Class 1 misdemeanor, with each day of violation constituting a separate offense.
33-2-4	Added language from Virginia Code § 54.1-4010 requiring that all pawned and/or purchased goods be reported electronically to Fairfax County Police Department by noon the day following the transaction. Added provision that any person failing to report pawn transactions is guilty of a Class 4 misdemeanor.
33-3-5	Added penalties as prescribed by Virginia Code § 54.1-4014, which states that any violation of the chapter is punishable as a Class 4 misdemeanor unless otherwise noted. Also allows the court to suspend or revoke the pawnbroker's license for any second or subsequent offense of the chapter.

Board Agenda Item
July 26, 2016

ADMINISTRATIVE – 5

Extension of Review Period for 2232 Applications (Providence District)

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

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following 19 applications, all by the same applicant, through and including in numerical order 2232-P16-3 to 2232-P16-21 (see Attachment 1).

TIMING:
Board action is required on July 26, 2016, to extend the review period of the applications noted above before their expiration date.

BACKGROUND:
Subsection F of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within 90 days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than 60 additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission." The need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 - Review period extension for applications 2232-P16-3 through 2232-P16-21

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

ATTACHMENT 1

The review period for the following applications should be extended:

Applications: 2232-P16-3 through 2232-P16-21 inclusive (total 19 applications below)
Applicant: Crown Castle, Inc.
District: Providence
Accepted Date: May 3, 2016
Extend to: September 30, 2016

APPLICATION NUMBER AND INDIVIDUAL ADDRESS

APPLICATION # 2232-P16-	ADDRESS
3	1750 Tysons Boulevard, Tysons, VA
4	1901 Chain Bridge Road, Tysons, VA
5	1601 Spring Gate Drive, Tysons, VA
6	8300 Greensboro Drive, Tysons, VA
7	1861 International Drive, McLean, VA
8	7900 Westpark Drive, Tysons, VA
9	8200 Jones Branch Drive, Tysons, VA
10	2214 International Drive, Tysons, VA
11	8400 Westpark Drive, Tysons, VA
12	7553 Colshire Drive, Falls Church, VA
13	8221 Greensboro Drive, Tysons, VA
14	Intersection Tysons Blvd/Park Run Drive, McLean, VA
15	1650 International Drive, Tysons, VA
16	1500 Cornerside Boulevard, Vienna, VA
17	1650 Tysons Boulevard, McLean, VA
18	1576 Spring Hill Road, Tysons, VA
19	8027 Leesburg Pike, Tysons, VA
20	8293 Westpark Drive, Tysons, VA
21	8517 Leesburg Pike, Tysons, VA

Board Agenda Item
July 26, 2016

ADMINISTRATIVE – 6

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

ISSUE:
Board approval of an advertisement to increase the FY 2017 appropriation level. The advertisement encompasses both the County and the Schools' *FY 2016 Carryover Reviews*. Section 15.2 – 2507 of the Code of Virginia requires that a public hearing be held prior to Board Action.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement for a public hearing to be held on September 20, 2016 at 10:30 a.m.

TIMING:
Board action is requested on July 26, 2016.

BACKGROUND:
As the *FY 2016 Carryover Review* includes potential increases in appropriation greater than $500,000, a public hearing is required prior to Board action. In addition, the Code of Virginia requires that a synopsis of proposed changes be included in the advertisement for a public hearing.

Details of the proposed changes shown in the advertisement are provided to the Board in the enclosed *FY 2016 Carryover Review* documents.

The School Board funding adjustments included in the advertisement are based on staff's recommendations to the School Board, which were presented to the School Board on July 14, 2016, with action to be taken by the School Board on July 28, 2016. Any changes by the School Board to staff recommendations on July 28, 2016 will be incorporated into the Carryover advertisement for the public hearing on September 20, 2016.

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:

These attachments will be available online on Monday, July 25, 2016 at:
http://www.fairfaxcounty.gov/dmb/carryover/fy2016/carryover.htm

Attachment A: Proposed advertisement for public hearing
Attachment B: July 26, 2016 Memorandum to the Board of Supervisors from Edward L. Long Jr., County Executive, with attachments, transmitting the County's *FY 2016 Carryover Review* with appropriate resolutions
Attachment C: Fairfax County School Recommended FY 2016 Final Budget Review and Appropriation Resolutions

STAFF:
Edward L. Long Jr., County Executive
Joseph M. Mondoro, Chief Financial Officer

Board Agenda Item
July 26, 2016

ADMINISTRATIVE – 7

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

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of $127,737. Grant funding will be used to purchase 33 Forward Infrared LS-X Compact Thermal Night Vision Monocular Devices for patrol operations and two forensic multimedia evidence work stations for the Special Investigations Unit to analyze audio/video evidence. The grant period for this award is October 1, 2015 to September 30, 2019. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Police Department to apply for and accept grant funding, if received, from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of $127,737. Funding will be used to purchase 33 Forward Infrared LS-X Compact Thermal Night Vision Monocular Devices for patrol operations; and two forensic multimedia evidence work stations for the Special Investigations Unit to analyze audio/video evidence. No new positions will be created with this grant and no Local Cash Match is required.

TIMING:
Board action is requested on July 26, 2016. Due to an application deadline of June 30, 2016, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

Board Agenda Item
July 26, 2016

BACKGROUND:
The U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant provides awards of federal funding to support a range of local program areas, including law enforcement equipment, technology improvements, and crime prevention programs. This grant will support officer safety improvements and operational equipment upgrades. Funding in the amount of $127,737 will support the purchase of 33 Forward Infrared LS-X Compact Thermal Night Vision Monocular Devices for patrol operations and two forensic multimedia evidence work stations for the Special Investigations Unit to analyze audio/video evidence. This equipment will enhance the ability of FCPD to locate suspects, endangered persons, and missing persons and enhance the ability to analyze audio/video evidence legally obtained by the Special Investigations Unit for investigative purposes.

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

FISCAL IMPACT:
Grant funding in the amount of $127,737 is being requested to purchase 33 Forward Infrared LS-X Compact Thermal Night Vision Monocular Devices for patrol operations and two forensic multimedia evidence work stations for the Special Investigations Unit to analyze audio/video evidence. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs.

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

ENCLOSED DOCUMENTS:
Attachment 1 – Grant Application

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

PROGRAM NARRATIVE
JAG 2016 Fairfax County Police Department

A) Special Investigations Unit Multi-Media Evidence Workstations

The Fairfax County Police Department (FCPD) requests grant funding in the amount of $45,600 to outfit the Special Investigations Unit with two forensic multimedia evidence work stations. The objective is to equip the Fairfax County Police Department with this new technology to enhance the ability to retrieve, copy, edit and store audio/video and multi-media products for investigative purposes.

The Special Investigations Unit (SIU) is a support unit that operates within the Investigative Support Division. The unit provides investigative support in criminal matters from all entities of the police department requesting the forensic recovery, preservation and processing of audio/video multimedia evidence. Multimedia evidence is analog or digital media, including, but not limited to; film, tape, magnetic and optical media, and/or the information contained therein. Specific examples of multimedia evidence are VHS tapes, DVD's, CD's, audio-cassettes, thumb drives, and SD cards. The collection of this evidence is from a wide variety of locations ranging from local businesses, private residences and electronic surveillance equipment. The security systems which contain video/audio evidence are incredibly diverse and complex. Security systems from some locations may utilize off-site or "cloud" storage, while others frequently utilize on-site digital video recorders.

The goal of the SIU detective collecting the electronic evidence is to legally obtain and/or extract audio/video data that has the highest resolution value, often referred to as "the native file format." Native video files commonly use proprietary software which requires a player and/or "CODEC" (Coder-Decoder) to view or playback the video. The surveillance systems will dictate the media storage device needed to download and transfer the forensic audio/video evidence. The evidence can be forensically copied and transferred to a variety of multimedia, ranging from a compact disc to a portable hard drive. Once the forensic audio/video file is recovered on a media storage device, it will be transported to the forensic audio/video lab. After arriving at the Forensic Audio Video lab (FAV), it is turned over to one of the two detectives that conduct examinations on recovered forensic evidence. The audio/video evidence would then be transferred from the temporary storage device, hashed, and saved on the hard drive of the new grant funded, password protected multi-media computers in the FAV lab for analysis.

Two forensic audio/video workstations were purchased by the FCPD in 2010. These systems were utilized to conduct 167 exams in 2014, 223 exams in 2015, and we are anticipating an increasing number of FAV exams in the future. The lack of continued research, development and support for these current "legacy" systems has proven to be detrimental to the investigative requirements faced by the unit. There have been notable instances in which our department has been forced to request the assistance of smaller surrounding jurisdictions due to our inability to properly open and examine evidence with our obsolete, unsupported systems. This grant funding

will allow us to purchase the state-of-the art audio/video technology and enhance our ability to retrieve evidence that is currently unattainable with the current equipment.

Goals and Objectives

With the advent of new, more affordable technologies being brought into the commercial market, audio/video evidence is becoming commonplace in most criminal investigations. Video surveillance systems that were once only found in large corporations or large government facilities are now easily obtainable by small business, citizens, and property owners.

- The proper recovery, analysis, and preservation of this potential evidence is critically important to investigate reported crimes and help maintain the highest level of safety and security that the department has been able to provide for its residents.

- Outfit the department with state-of-the-art technologies which will allow the unit to work faster and more efficiently while providing the best available evidence to all departmental entities in an effort to solve more crimes.

- FCPD will also be able to assist surrounding jurisdictions with analysis for their cases when requested.

Performance Measures

The SIU has tested the system and products listed in this request. The products have been proven to be efficient, reliable, and demonstrate significant levels of continued technical support. The requested products are often referred to as "the standard" in the forensic audio/video workstation industry and would keep the FCPD on par with comparable jurisdictions across the nation by allowing us to access data which is currently inaccessible because of the outdated technology. This would keep the investigations "in-house' instead of asking other jurisdictions for assistance since we have the highest case load in Virginia. The SIU supervisor will document on a quarterly basis the number of cases where the equipment was utilized and where it successfully contributed to the furtherance of a criminal cases and what type of recording was analyzed. This data will allow for the equal distribution of caseload to detectives and the evaluation for the success of the equipment to share with other police departments.

Implementation

When the grant funding is awarded, the Financial Resources Division will facilitate appropriation of grant funding and procurement. Detectives will be provided training and support from the manufacture as to the proper operation of all equipment and will be responsible for the

maintenance and upkeep of all purchased equipment throughout its lifespan. Also, the County will use General Funds to maintain the equipment once the grant cycle expires or pay for unforeseen costs not covered in the grant funding.

B) Forward Looking Infrared LS-X Compact Thermal Night Vision Monocular Devices for Patrol Bureau

The Fairfax County Police Department (FCPD) requests grant funding in the amount of $82,197 to purchase 33 Forward Infrared Devises LS-X Compact Thermal Night Vision Monocular Devices for patrol operations.

Grant funding will be used to purchase 33 Forward Looking Infrared LS-X Compact Thermal Night Vision Monocular Devices (FLIR LS-X) for Fairfax County police officers to utilize during nighttime and inclement weather searches of critical missing adults, children, searches for wanted subjects, criminal surveillance, stakeouts, article searches, and to increase officer safety. These devices can detect even the slightest temperature change between the environment and an object allowing for an increased ability to locate the intended target even during daytime hours if the weather conditions are conducive to the capabilities of the FLIR LS-X. FLIR LS-X systems can also detect "warm" objects in all types of terrain. For example, if a warm body is lying in a wooded area, the FLIR LS-X would be able to "see" the person whereas a human eye may not be able to locate the person.

The FCPD has eight district stations across the County. Each station has six patrol squads of 11-17 officers, a Criminal Investigations Section and a Neighborhood Patrol Unit. Each district would be assigned FLIR LS-X units for operations. The FLIR LS-X has applications in patrol and investigations to include conducting criminal surveillance, assisting in searches for critical missing subjects, locating objects, and offering increased officer safety as one can search an area and monitor criminal behavior from a safer distance. As an example, patrol officers and detectives are tasked with responding to crimes in progress and they often have to search for subjects who flee from crime scenes and attempt to avoid apprehension. The FLIR LS-X would allow officers, especially at night, to locate subjects who are attempting to hide in the dark but cannot conceal their body heat. Arguably, the most important use of the devices would be locating critical missing persons in darkness or inclement weather as time is of the essence in order to find them unharmed. In these cases, the subject's survivability decreases as time passes so the ability to search throughout a 24-hour cycle is imperative. During nighttime and inclement weather searches, officers have limited visibility compared to daytime searches and the FLIR LS-X will provide a greater range of visibility as well as providing zoom capabilities during operations.

In conclusion, the FLIR LS-X hand-held system has a variety of useful functions for patrol officers and detectives in their daily work assignments. The FLIR LS-X is a durable device that is designed and well suited for nighttime patrol missions which are currently unavailable to officers. The devices are portable, convenient, and exponentially more effective than the current procedure of officers searching with flashlights. The devices are 12 ounces and seven inches in length, making

them easy to carry and to operate. The ability to "see" in the dark will greatly benefit the public and increase officer safety.

Goals and Objectives

These devices will be used by the department's patrol officers for numerous operations including surveillance, crime detection, searches for suspects and searches for critical missing persons where heat sources are being sought. The devices will allow officers to "see" heat sources at nighttime when searching for missing persons, suicidal citizens, wanted subjects, physical evidence, and allow for other nighttime operational capabilities that have previously been difficult to perform because of the lack of FLIR technology. The devices will also provide additional officer safety as it provides a much larger standoff distance when looking for a dangerous subject. In cases where surveillance is needed, it allows for surveillance with very limited risk of detection.

- Improve Officer Safety – Searching for wanted subjects and surveillance of crimes in progress can be dangerous. The FLIR LS-X allows for a standoff distance and has several zoom features.

- Surveillance – Surveillance during investigations is important for not only solving crime but detecting crimes in progress. The FLIR LS-X is a valuable tool for conducting nighttime investigations at the patrol level.

- Missing Persons - Those who are considered critically missing and endangered include lost hikers, children of varying ages, injured persons, persons with dementia, abducted individuals, aircraft crashes, all-terrain vehicle accidents, autistic persons, suicidal subjects, persons suffering from Alzheimer's, and those inflicted with other medical and mental illnesses. These critically missing persons are often unable to find their way to safety due to their limited or altered mental state or by their diminished physical condition. Some are injured and unable to move to safety. Some will keep walking until they become trapped, often far from trails. Searches conducted at nighttime makes it hard to find a person who is trapped or has fallen and is partially concealed behind vegetation. The FLIR LS-X devices will allow the searchers to see parts of the missing person that are partially covered by vegetation and would otherwise not be seen by the naked eye. Additionally, the atmospheric temperature may cause heat or cold injuries. Weather conditions increase the chances of injury and possible fatal circumstances. FLIR LS-X devices will allow for 24-hour search operations and the ability to save the life of an endangered missing person.

- Article Searches – During criminal investigations, many suspects will throw away potential evidence to avoid detection. This can include handguns, knives, clothing, carrying cases or other objects. The FLIR LS-X can detect objects that have a degree or warmth to them and allow for them being "seen" by the devices when it would otherwise not be visible.

Performance Measures

The FCPD patrol officers will be trained by academy staff and the vendor on the use of the FLIR equipment. Accountability for the equipment will be kept at the district station level and will include supervisory oversight since these devices will be shared equipment amongst squads. Each station will document the number of times the devices were utilized and the number of successful sightings related to the use of the devices. Devices will be distributed and reassigned as needed if one station or another has more mobilizations.

Implementation

When the grant funding is awarded, the Financial Resources Division will facilitate appropriation of grant funding and procurement of the 33 FLIR LS-X devices, following local and federal procurement regulations. The FLIR LS-X's will be issued only to Fairfax County police officers assigned to the Patrol Bureau who have met training and qualification requirements. Documentation will be maintained regarding training and where the devices are deployed.

COMBINED BUDGET NARRATIVE
Fairfax County Police Department

A) Forward Looking Infrared (FLIR) LS-X Compact Thermal Night Vision Monocular Devices.

$82,137

The Fairfax County Police Department requests grant funding in the amount of $82,137 to purchase 33 Forward Looking Infrared (FLIR) LS-X Compact Thermal Night Vision Monocular Devices. These hand-held devices will be used by the Department's patrol officers and station detectives for nighttime operations where the naked eye is unable to detect heat sources. They can be used in patrol for surveillance, crime detection, searching for suspects, searching for critical missing persons, and article searches where heat sources are being sought. The devices will allow officers to "see" these heat sources at nighttime which have previously been invisible because of the lack of FLIR technology. The devices will also provide additional officer safety as it allows for a much longer standoff distance when looking for dangerous subjects. In cases where surveillance is needed, there is a very limited risk of detection because of the compact size of the device. These 33 units will allow for the eight Fairfax County Police district stations to each have several units for the officers to use during their shifts. Currently, none of the district stations have any FLIR systems.

Equipment Requested:

FLIR LS-X Compact Thermal Night Vision Monocular Devices
(33 units @ $2,489) $82,137

Grant funding will be used to purchase 33 FLIR LS-X Compact Thermal Night Vision Monocular Devices for patrol officers and station detectives for use during nighttime operations. The FLIR LS-X Compact Thermal Night Vision Monocular Device will provide operators with modern operational enhancements, including:

- FLIR Proprietary Digital Detail Enhancement
- White hot, black hot and InstAlert capabilities
- A range of 600 yards to detect a person
- Digital zoom
- 5+ hours of battery life
- Compact design that is light weight and easy to carry in addition to the standard search gear

---

B) Two Media Composer Audio/Video System
(2 @ $22,800) **$45,600**

The Fairfax County Police Department requests grant funding in the amount of $45,600 ($22,800 each) to outfit the Special Investigations Unit with two audio/video forensic work stations with the goal of upgrading obsolete equipment currently being used for criminal investigations. This

equipment will be used for the forensic recovery, preservation and processing of audio/video multimedia evidence. Multimedia evidence is analog or digital media, including, but not limited to; film, tape, magnetic and optical media, and/or the information contained therein. Specific examples of multimedia evidence are VHS tapes, DVD's, CD's, audio-cassettes, thumb drives, and SD cards. The legal collection of this evidence comes from a wide variety of locations to include businesses, private residences and electronic surveillance equipment. The security systems which contain video/audio evidence are incredibly diverse. Security systems from some locations may utilize off-site or "cloud" storage, while others frequently utilize on-site digital video recorders. The goal of the Special Investigations Unit detectives who are collecting the evidence is to obtain and/or extract video evidence that has the highest resolution value, often referred to as the native file format that can be used in court or help advance a criminal investigation. The current equipment being used in the FCPD for this task is obsolete and the company is no longer providing upgrades, thus, the equipment has basically become useless. This state-of-the art grant funded equipment will greatly enhance our ability to further investigations throughout Fairfax County and surrounding jurisdictions.

Equipment Requested:

2 Ocean Tower, Avid Audio/Video Media Composer
(2 workstations @ $22,800) $45,600

- 2-Ocean Tower, Avid Media Composer Ready - Window 7 OS - Dual CPU Mother Board with Dual Six Core Xeon 2.4 GHz (12 Cores) E5-2620 v3, 64 GB RAM DDR4 2133MHz, 500 GB SSD (Samsung) "C" drive, BLU-RAY, NVIDIA M2000 (4GB), NIC, USB 3.0 & 2.0, Roxio Creator 10, Wireless Mouse, Speakers, Avid Keyboard, Ghost, 1 yr. 800 Support, Parts and Labor warranty. Cost- **$9,590** (2 @ $4,795)
- 2-Avid Media Composer Software for PC (Includes one year Standard Support - Unlimited web/email support or 1 phone call per month, plus software upgrades). Cost- **$2,598** (2 @ $1,299)
- Blackmagic Design Intensity Pro 4K (Component, Composite or S-Video, HDMI in/out with NTSC to 4K resolutions support. Cost- **$398** (2 @ $199)
- 4-Renewal, Standard Avid Support, of Media Composer. Currently 8.5, (3 yrs total Avid support per system). Cost- **$1,196** (2 @ $598)
- 4-AV Storage - 2TB SATA300, 7200RPM (Int) - (4TB AV Storage per system). Cost- **$720** (2 @ $360)
- 2-dTective Forensic Bundle dPlex, dPlexPro V2, dVeloper, dVeloper 4D, DVR Dcoder V2, SpotLight, MAGNIFi, arithMATIC, Archive-R, -1yr 800 Phone support and software upgrades Cost- **$5,624** (2@ $2,812)
- 2-ADOBE PHOTOSHOP CC 3 yr Subscription. Cost- **$2,158** (2 @ $1,079)
- 2-Ocean Systems ClearID - Forensic Image Clarification Plug-Ins for Adobe PhotoShop - Incl 1 yr 800 Support and 1 yr of Free Software Upgrades. Cost- **$1,990** (2 @ $995)
- 2-Ocean dTective Total Care (2nd/3rd year) 800# dTective Phone Support and free dTective & ClearID upgrades plus Parts & Labor Support with Onsite Option: Parts and Labor Incl Internal CPU Components, Power, RAM, Motherboard, CDROM, Int Drives (Discounted Bundled Price - Must be purchased in 1st year of system warranty). Cost- **$6,590** (2 @ $3,295)

- 2-Drastic Media Reactor - Extends Avid AMA file support. Cost- **$990** (2 @ $495)
- 2-DAC Quick Enhance AS (dTective users) Forensic Audio Filters (Hum Filter, Deconvolver-Echo Filter etc, Dynamic Noise Reductions, 10 Band EQ, Auto Gain Control) Incl DAC Phone Support. Cost- **$1,240** (2 @ $620)
- 2-iNPUT-ACE - Forensic Video Software. Cost- **$6,990** (2 @ $3,495)
- 2-iNPUT-ACE Software Support and Updates – 2nd and 3rd Year (at time of purchase). Cost- **$1,500** (2 @ $750)
- 2-FVA 101 - Video Forensics Training - 1 Additional Student 4 days - @ Ocean Systems (Does Not Include Travel Expenses - 1 yr prepaid voucher). Cost- **$1,990** (2 @ $995)
- 2-FVA 201 Ocean Systems Continuing Education 3-Days 1 Person (does not include travel expense). Cost- **$1,790** (2 @ $895)
- Price excludes Shipping & Handling S&H.Cost- **$236** (2 @ $118)
  Item removal/substitution may require price recalculations

Total: $45,600 *($22,800 each)*

Combined Budget Summary:

(33) FLIR LS-X Compact Thermal Night Vision Monocular Devices
$82,137

(1) Ocean Tower, Avid Media Composer
$45,600

Total: $127,737

Department of Criminal Justice Services – Justice Assistance Grant
Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2016

ABSTRACT PROPOSAL

Upgrade of Operational/Investigative Equipment

The Fairfax County Police Department (FCPD) requests grant funding in the amount of $127,737 to upgrade equipment used for investigations and increased officer safety within two entities of the Department. First, the Special Investigations Unit is requesting $45,600 for two forensic multimedia evidence work stations which will equip the Department with state-of-the-art equipment to enhance our ability to legally retrieve, copy, edit and store video and multi-media products for investigative purposes. This equipment will be used for forensic recovery, preservation and processing of audio/video multimedia evidence in various formats. Multimedia evidence is analog or digital media, including, but not limited to, film, tape, magnetic and optical media, and/or the information contained therein. Specific examples of multimedia evidence are VHS tapes, DVD's, CD's, audio-cassettes, thumb drives, and SD cards.

Secondly, the Patrol Bureau requests grant funding in the amount of $82,137 to purchase 33 Forward Looking Infrared LS32 Compact Thermal Night Vision Monocular devices for the county's eight patrol district stations. This will enhance the FCPD's patrol officer's ability to locate critical missing adults, children, suspects, and to locate physical evidence during the nighttime and in inclement weather, especially in areas that are heavily wooded. The FLIR LS32 Compact Thermal Night Vision Monocular device will provide operators with modern optical operational enhancements, improving the ability to locate object and people because of the devices ability to detect slight temperature changes. These devices will also enhance officer safety as they will be able to recognize potential dangers that are difficult to see with flashlights or the naked eye during the nighttime and they can "see' from long distances.

SIU Project Identifiers	Search Project Identifiers
Equipment-General	Equipment-General
System Improvements	Officer Safety
Equipment Video/Audio Recording	Mental Health
Computer software/hardware	Missing Children
Crime Prevention	Suicide Prevention

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 8

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

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

RECOMMENDATION:
The County Executive recommends that the Board approve six months additional time for SE 2013-MV-011 to November 13, 2016.

TIMING:
Routine.

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

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

time. The development conditions for SE 2013-MV-011 are included as part of the Clerk to the Board's letter contained in Attachment 2.

Several requests for additional time have been approved by the Board of Supervisors. Most recently, on April 5, 2016, the Board of Supervisors approved six months of additional time, to May 13, 2016. On May 12, 2016, the Department of Planning and Zoning (DPZ) received a letter dated May 11, 2016, from Jason E. Hickman, agent for the Applicant, requesting additional time be granted until August 31, 2016 (See Attachment 3). Based on the current expiration date of May 13, 2016, and discussion with staff, Mr. Hickman has indicated his agreement that additional time is required to complete all work. An amended letter to DPZ was received on June 14, 2016, that was dated June 10, 2016 from Jason E. Hickman, agent for the Applicant, requesting additional time to be granted until December 10, 2016 (See Attachment 3). The Special Exception will not expire pending the Board's action on the request for additional time.

As part of the justification for the April 5, 2016 request, it was stated that all necessary approvals were obtained and the Deed of Trust was ready to be signed by Fairfax County. Mr. Hickman now states all necessary approvals have been obtained except the building permit for the slope stabilization work. He also indicated work is currently in process on-site. Staff has consulted with the Department of Public Works and Environmental Services (DPWES) and would note that, as of this writing, the Infill Grading Plan was approved on April 20, 2016 and a Record Plat was recorded on March 8, 2016 in Deed Book 24479 Page 1275. The building permit for the slope stabilization was disapproved on May 12, 2016. Additional time is necessary to finalize any relevant approvals, obtain the necessary permits, and complete construction.

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

Board Agenda Item
July 26, 2016

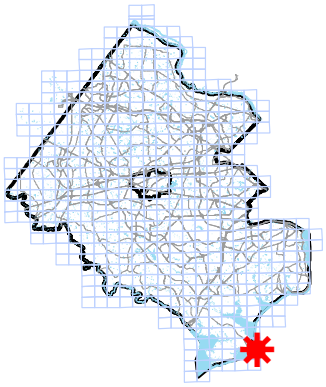
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated May 14, 2014, to Mark D. Crain
Attachment 3: Letters dated May 11, 2016, and June 10, 2016, to Leslie B. Johnson

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ
Laura O'Leary, Staff Coordinator, ZED, DPZ

Special Exception

SE 2013-MV-011

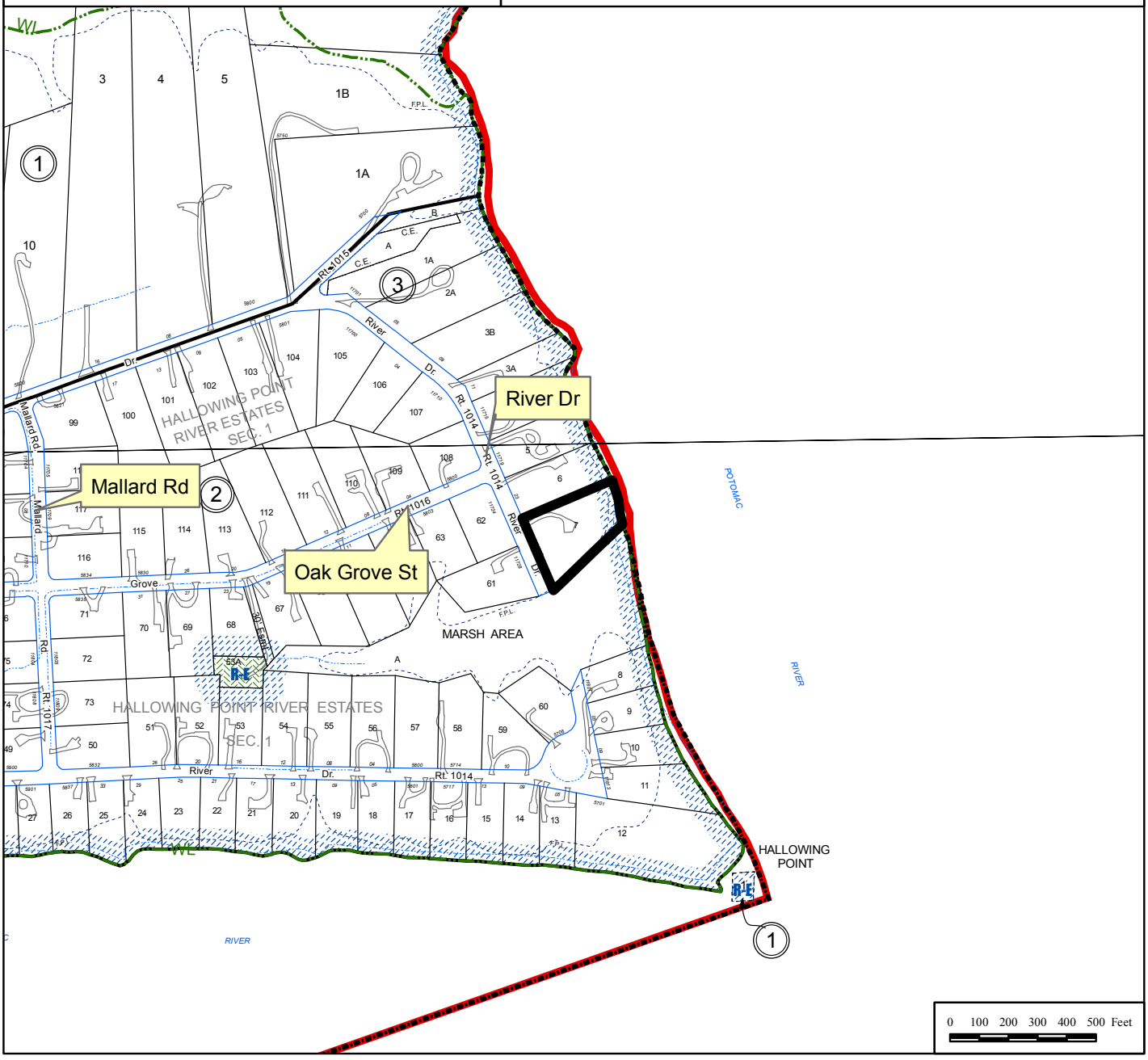


Applicant: KIMBERLY B. & KELLY P. CAMPBELL
Accepted: 07/02/2013
Proposed: USES IN A FLOODPLAIN
Area: 1.56 AC OF LAND; DISTRICT - MOUNT VERNON

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

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

ATTACHMENT 1



County of Fairfax, Virginia

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

May 14, 2014

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

Re: Special Exception Application SE 2013-MV-011

Dear Mr. Crain:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

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

COMPTON & DULING LC
ATTORNEYS AT LAW

May 11, 2016

(703) 565-5137
jeh@comptonduling.com

VIA FEDERAL EXPRESS
Leslie B. Johnson
Zoning Administrator
Department of Planning and Zoning
12055 Government Center Pkwy, Suite 250
Fairfax, VA 22035

FAIRFAX COUNTY
RECEIVED
MAY 12 2016
DIVISION OF
ZONING ADMINISTRATION

2016-0679

RECEIVED
Department of Planning & Zoning
MAY 17 2016
Zoning Evaluation Division

RE: SE 2013-MV-011
Tax Map 122-2((2))7
Address: 11727 River Drive
Owners: Kimberly B. Campell and Kelly P. Campbell

Dear Ms. Johnson,

Please consider the following as a request for additional time to establish the use to permit uses in the floodplain as part of SE 2013-MV-011.

The applicant/owners have received all necessary approvals, save the approval from the building department on the slope work which is pending, and work is currently in process on-site. However, the work will not be completed by May 13, 2016. The applicant and his contractor are actively working with and communicating with County staff.

The current extension of the SE expires on May 13, 2016, therefore, the applicant/owner is respectfully requesting an extension of time to complete all work. We estimate that this will be complete by the end of August, 2016. For that reason, the applicant/owner is requesting an extension until August 31, 2016.

Please feel free to contact the undersigned if you have additional questions. Thank you for your anticipated cooperation.

Very truly yours,

COMPTON & DULING, L. C.

Jason E. Hickman

JEH/acm

cc: Paul Emerick, Esq.
Marcia Hanson
Megan Duca
Kelly Campbell

FAIRFAX COUNTY
RECEIVED
JUN 14 2016
DIVISION OF
ADMINISTRATION
2016-0857

COMPTON & DULING LC
ATTORNEYS AT LAW

June 10, 2016

(703) 565-5137
jeh@comptonduling.com

VIA FEDERAL EXPRESS

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

RECEIVED
Department of Planning & Zoning
JUN 14 2016
Zoning Evaluation Division

RE: SE 2013-MV-011
Tax Map 122-2((2))7
Address: 11727 River Drive
Owners: Kimberly B. Campell and Kelly P. Campbell

Dear Ms. Johnson,

Please consider the following as an amended request for additional time to establish the use to permit uses in the floodplain as part of SE 2013-MV-011. Due to the timing issues and in discussions with staff, the applicant has modified this request to address all concerns about completion of the project.

The applicant/owners have received all necessary approvals, save the approval from the building department on the slope work which is pending, and work is currently in process on-site. However, the work will not be completed by May 13, 2016. The applicant and his contractor are actively working with and communicating with County staff.

The current extension of the SE expires on May 13, 2016, therefore, the applicant/owner is respectfully requesting an extension of time to complete all work. We estimate that this will be complete by the end of the year—most likely early fall. For that reason, the applicant/owner is requesting an extension until December 10, 2016.

Please feel free to contact the undersigned if you have additional questions. Thank you for your anticipated cooperation.

Very truly yours,

COMPTON & DULING, L. C.

Jason E. Hickman

JEH/acm
cc: Paul Emerick, Esq.
Marcia Hanson
Megan Duca
Kelly Campbell

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 9

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

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

RECOMMENDATION:
The County Executive recommends that the Board approve six months additional time for SE 2011-PR-007 to January 10, 2017.

TIMING:
Routine.

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

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

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

On July 28, 2015, the Board of Supervisors approved twelve months of additional time, to July 10, 2016. On May 26, 2016, the Department of Planning and Zoning (DPZ) received a letter dated May 23, 2016, from Lynne J. Strobel, agent for the Applicant, requesting six months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

As part of the justification for the July 28, 2015 request for additional time, Ms. Strobel stated a number of issues arose during preparation of the site plan that required resolution prior to its submission to Fairfax County delaying approval of the site plan until December 12, 2014. At that time, it wasn't certain that construction could begin by July 10, 2015. Indeed, three subsequent revisions to the approved site plan have also been submitted to the DPWES and approved. In her current letter, Ms. Strobel states all approvals including those required by VDOT, have been granted. In addition, the bonds have been posted and permits have been requested. As of this writing, the only outstanding permit necessary for this site is a retaining wall permit. An application was submitted to DPWES for the retaining walls, however, it was disapproved April 29, 2015. A new application must be submitted because the plans are out of date and were destroyed March 22, 2016. Ms. Strobel has been contacted regarding this outstanding permit and has notified the Contractor for this site to resubmit a new application for the retaining walls. The request for six months of additional time is intended to ensure construction can commence prior to the expiration of SE 2011-PR-007.

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

FISCAL IMPACT:
None

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated January 11, 2012, to Lynne J. Strobel
Attachment 3: Letter dated May 23, 2016, to Leslie B. Johnson

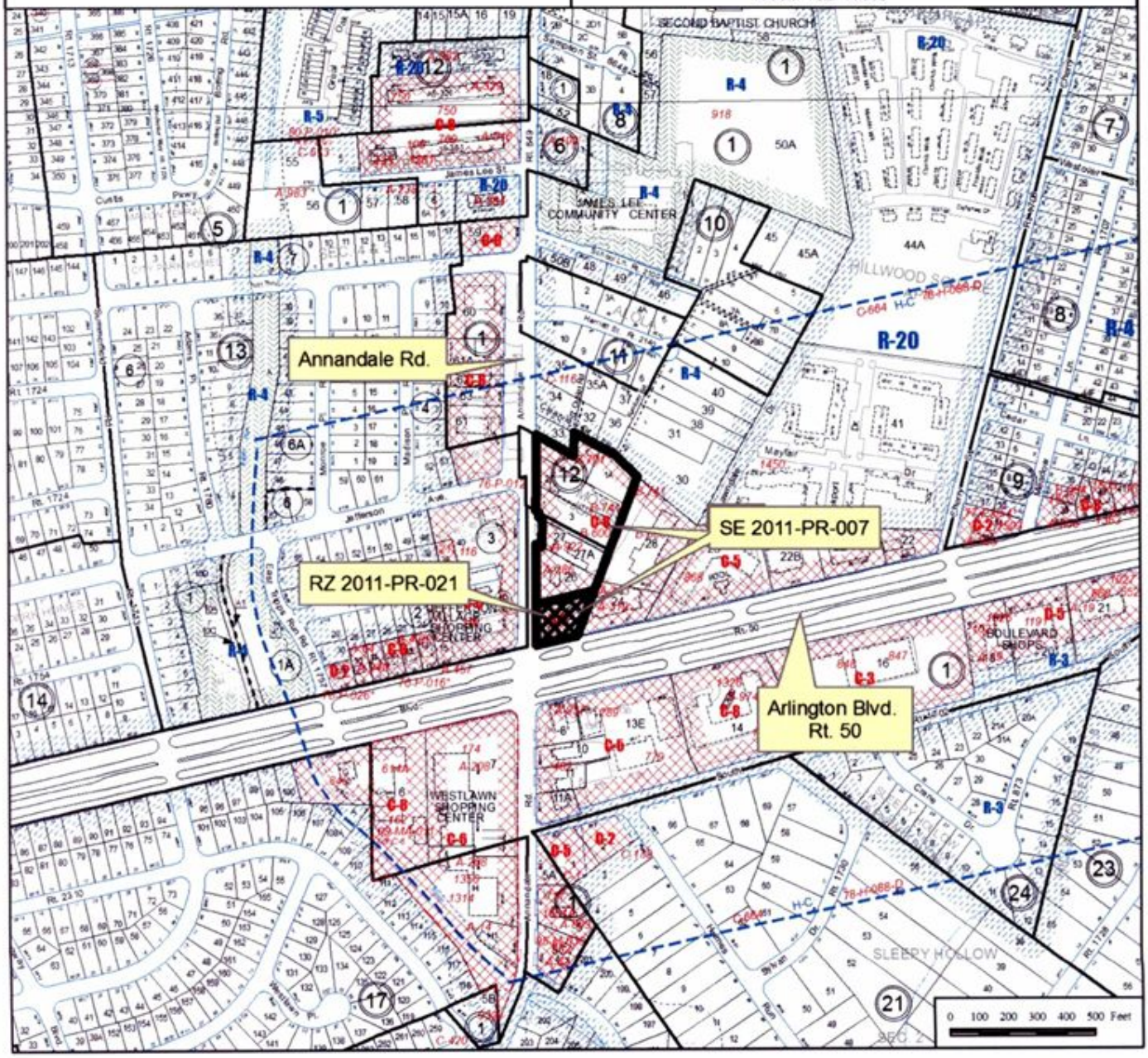
STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ
Laura O'Leary, Staff Coordinator, ZED, DPZ

Rezoning Application
RZ 2011-PR-021

Applicant:	PAGE ANNANDALE ROAD ASSOCIATES, L.L.C.
Accepted:	07/14/2011
Proposed:	COMMERCIAL
Area:	23,523 SF OF LAND; DISTRICT - PROVIDENCE
Located:	NORTHEAST QUADRANT OF THE INTERSECTION OF ANNANDALE ROAD AND ARLINGTON BOULEVARD
Zoning:	FROM C- 5 TO C- 8
Overlay Dist:	HC
Map Ref Num:	050-4- /01/ /0025

Special Exception
SE 2011-PR-007

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



County of Fairfax, Virginia

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

January 11, 2012

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

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

Dear Ms. Strobel:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Board also:

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

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

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

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

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

ATTACHMENT 3

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

WALSH COLUCCI
LUBELEY & WALSH PC

RECEIVED
Department of Planning & Zonin
MAY 26 2016
Zoning Evaluation Division

May 23, 2016

Via E-Mail and Certified Mail/Return Receipt Requested

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

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

Dear Ms. Johnson:

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

The referenced application was approved by the Board of Supervisors at its hearing held on January 10, 2012. The Board of Supervisors granted SE 2011-PR-007 subject to development conditions, including a requirement that construction commence and be diligently prosecuted within thirty (30) months after the date of approval. In accordance with an additional time request granted by the Board of Supervisors, the current expiration date of the approval is July 10, 2016. Please accept this letter as a request for six (6) months of additional time to commence construction of the improvements approved in conjunction with SE 2011-PR-007.

The approved special exception permits the construction of a vehicle sales, rental and ancillary service establishment that will replace an existing establishment operating the same type of business. The processing of the site plan, referenced as 25528-SP-001-2, took much longer than anticipated to be reviewed and approved by Fairfax County. To date, all approvals, including those required by VDOT, have been granted. Bonds have been posted and permits have been requested. It is anticipated that construction will commence prior to July 10, 2016, however, in an abundance of caution, the Applicant is submitting this request for additional time to ensure that the special exception approval does not expire.

In accordance with Section 9-015 of the Zoning Ordinance, I would appreciate the acceptance of this letter as a request for six (6) months of additional time to commence construction of the improvements approved with SE 2011-PR-007. The Applicant was required to resolve a number of issues prior to the approval of the site plan and these issues were

unanticipated at the time of the original approval. The Applicant is diligently pursuing all required permits in association with the site plan approval and anticipates the commencement of construction in the next couple of months. There have been no changes in circumstances that would render the prior approval inconsistent with the Comprehensive Plan or the public interest.

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

Very truly yours,

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

Lynne J. Strobel

cc: Raymond Page
China Arbuckle
Jeff Stuchel
Jon Penney

{A0709932.DOCX / 1 Ltr to Johnson re: additional time request - 05.23.16 007173 000002}

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 10

Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception SE 2013-MA-002, TD Bank, N.A. (Mason District)

ISSUE:
Board consideration of additional time to obtain a Non-RUP for SE 2013-MA-002, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twelve months additional time for SE 2013-MA-002 to November 13, 2017.

TIMING:
Routine.

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

On May 13, 2014, the Board of Supervisors approved Special Exception SE 2013-MA-002, subject to development conditions. The application was filed in the name of TD Bank, N.A. for the purpose of permitting a drive-in financial institution within the C-5 zoning district for property located at 6566 Little River Turnpike, Tax Map 72-1 ((1)) 20E (see Locator Map in Attachment 1). The drive-in financial institution, a Category 5 special exception use, is permitted pursuant to Section 4-504 of the Fairfax County Zoning Ordinance. SE 2013-MA-002 was approved with a condition that the use be established as evidenced by the issuance of a Non-RUP for the drive-in financial institution use within thirty months of the approval date unless the Board grants additional time. The development conditions for SE 2013-MA-002 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On May 25, 2016, the Department of Planning and Zoning (DPZ) received a letter dated May 23, 2016, from Mark M. Viani, agent for the Applicant, requesting twelve months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

Mr. Viani states additional time is necessary to secure the appropriate building permits necessary to begin construction. TD Bank has been diligently pursuing such permits but has encountered delays in obtaining the necessary private inter-parcel access easement from the adjacent property owner. Mr. Viani anticipates construction to being late fall of 2016 or early spring of 2017. In addition, the language contained within the May 14, 2014 Clerk's letter for SE 2013-MA-002 more specifically states the establishment of the use is contingent upon the issuance of a Non-RUP as opposed to the commencement of construction trigger noted by Section 9-015. The request for twelve months of additional time will allow for the commencement and completion of construction prior to the issuance of a final Non-RUP.

Staff has reviewed Special Exception SE 2013-MA-002 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a drive-in financial institution within a C-5 zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SE 2013-MA-002 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2013-MA-002 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve months additional time is in the public interest and recommends that it be approved.

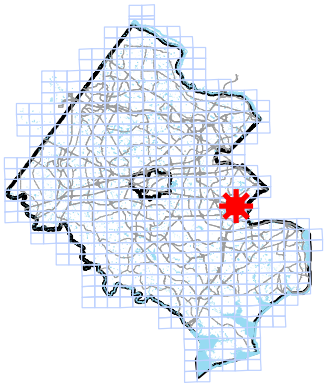
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated May 14, 2014, to Lori K. Murphy
Attachment 3: Letter dated May 23, 2016, to Suzanne Wright

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ
Laura O'Leary, Staff Coordinator, ZED, DPZ

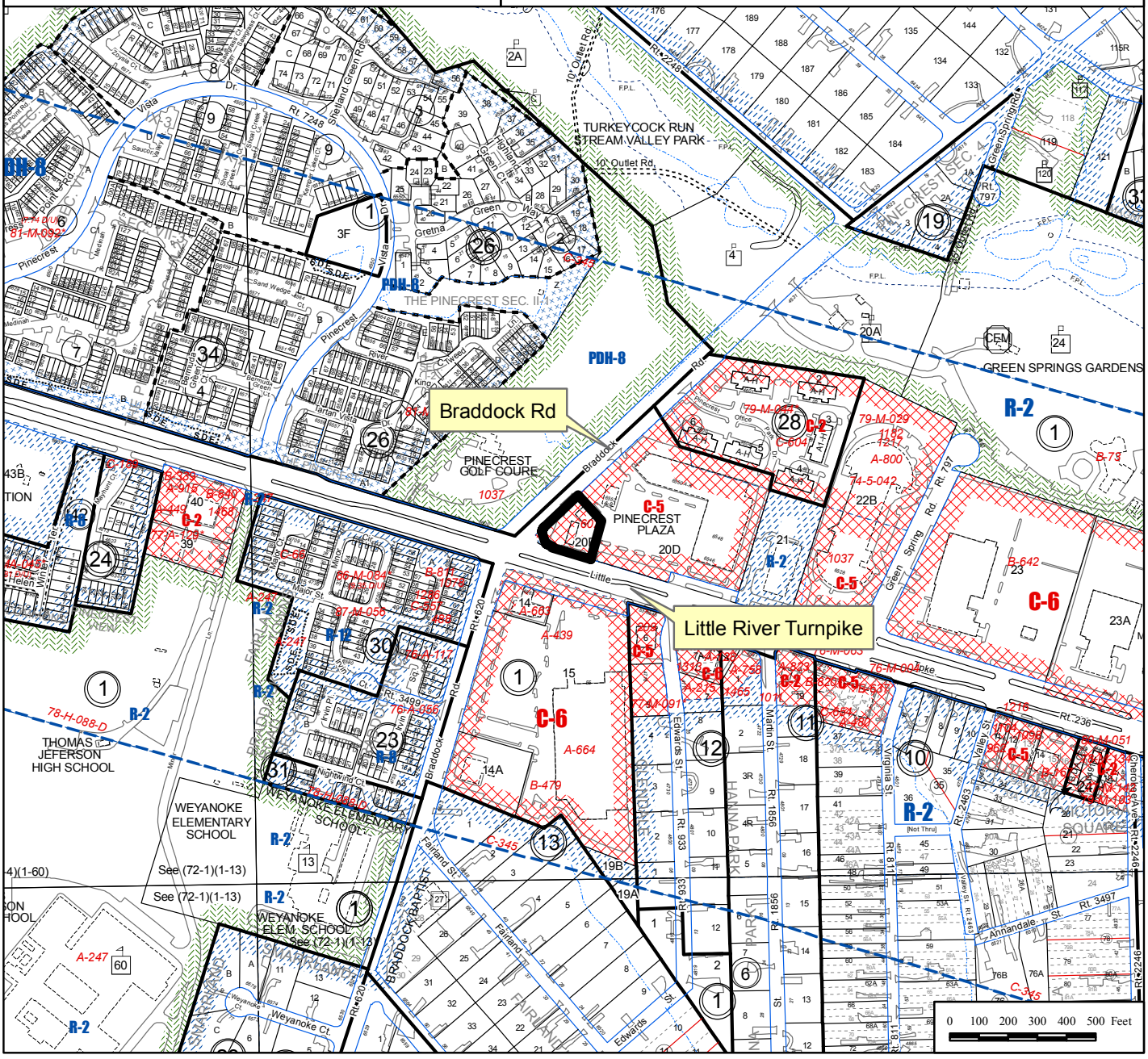
Special Exception

SE 2013-MA-002



Applicant:	TD BANK, NATIONAL ASSOCIATION
Accepted:	03/11/2013
Proposed:	DRIVE IN FINANCIAL INSTITUTION
Area:	29408 SF OF LAND; DISTRICT - MASON
Zoning Dist Sect:	04-0504
Art 9 Group and Use:	5-06
Located:	6566 LITTLE RIVER TURNPIKE, ALEXANDRIA, VA 22312
Zoning:	C- 5
Plan Area:	1,
Overlay Dist:	HC
Map Ref Num:	072-1- /01/ /0020E

ATTACHMENT 1



County of Fairfax, Virginia

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

May 14, 2014

Lori K. Murphy
Bean, Kinney and Korman, P.C.
2300 Wilson Boulevard, 7th Floor
Arlington, VA 22201

Re: Special Exception Application SE 2013-MA-002

Dear Ms. Murphy:

At a regular meeting of the Board of Supervisors held on May 13, 2014, the Board approved Special Exception Application SE 2013-MA-002 in the name of TD Bank, National Association. The subject property is located at 6566 Little River Turnpike, 29,408 square feet, on, zoned C-5 and HC in the Mason District [Tax Map 72-1 ((1)) 20E]. The Board's action permits a drive-in financial institution, pursuant to Section 4-504 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

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

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

3. This Special Exception is subject to the provision of Article 17, Site Plans as may be determined by the Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved Special Exception Plat entitled "Special Exception Plat for TD Bank", consisting of seven sheets and prepared by Bohler Engineering, which is dated January 7, 2013 and revised through April 23, 2014, and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

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

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

5. Donation Drop Boxes, used for the collection of clothing and/or other donated materials, shall not be permitted on the subject property.

OPERATIONAL:

6. There shall be a maximum of nine employees on-site at any one time.

ARCHITECTURAL:

7. Architectural elevations and building materials including a mix of red brick and metals shall be in substantial conformance with those shown on the SE Plat (Appendix 3).

GREEN BUILDING:

8. Prior to the building plan approval, the applicant will submit, to the Environment and Development Review Branch (EDRB) of DPZ, documentation from the U.S. Green Building Council (USGBC) demonstrating the applicant's enrollment in the Leadership in Energy and Environmental Design (LEED) Portfolio/Volume Program. Prior to the issuance of the building permit, the applicant will provide documentation that the proposed project is pre-registered with the LEED Portfolio/Volume Program. Prior to release of the bond for the project, the applicant shall provide documentation to the EDRB demonstrating the status of attainment of LEED certification or a higher level of certification from the USGBC for the building.

   As an alternative to the actions outlined in the above paragraph, or if the applicant is unable to provide documentation confirming both the applicant's enrollment in, and the specific project's pre-registration in the LEED Portfolio/Volume, the applicant will execute a separate agreement and post, a "green building escrow," in the form of cash or a letter of credit from a financial institution acceptable to DPWES as defined in the Public Facilities Manual, in the amount of $67,650. This escrow will be in addition to and separate from other bond requirements and will be released upon demonstration of attainment of LEED certification or higher level of certification, by the USGBC, under the most current version of the USGBC's Leadership in Energy and Environmental Design—New Construction (LEED®-NC) rating system rating system or other LEED rating system, as determined by the U.S. Green Building Council. The provision to the Environment and Development Review Branch of DPZ

of documentation from the U.S. Green Building Council that the building has attained LEED certification will be sufficient to satisfy this commitment.

If the applicant provides to the EDRB, within 18 months of issuance of the final RUP/non-RUP for the building, documentation demonstrating that LEED certification for the building has not been attained but that the building has been determined by the USGBC to fall within three points of attainment of LEED certification, 50% of the escrow will be released to the applicant; the other 50% will be released to Fairfax County and will be posted to a fund within the county budget supporting implementation of county environmental initiatives.

If the applicant fails to provide, within 18 months of issuance of the final RUP/non-RUP for the building, documentation to the EDRB demonstrating attainment of LEED certification or demonstrating that the building has fallen short of LEED certification by three points or less, the entirety of the escrow for that building will be released to Fairfax County and will be posted to a fund within the county budget supporting implementation of county environmental initiatives.

If the Applicant provides documentation from the USGBC demonstrating, to the satisfaction of the EDRB, that USGBC completion of the review of the LEED certification application has been delayed through no fault of the Applicant, the Applicant's contractors or subcontractors, the time frame may be extended as determined appropriate by the Zoning Administrator, and no release of escrowed funds shall be made to the Applicant or to the County during the extension.

LANDSCAPE:

9. At such time as dedication of any part of the reservation area along Little River Turnpike is required, any deciduous trees located in the reservation area required for dedication shall be relocated elsewhere on-site, or a deposit of $300 per tree shall be made to the Tree Preservation and Planting Fund in the same manner as the deposit for off-site plantings as outlined in Condition #13.

10. The 53 evergreen or deciduous shrubs being provided on site shall be a minimum height of 18-24 inches at the time of planting.

11. Landscaping that is native to the middle Atlantic region shall be provided as generally shown on the Special Exception Plat, as modified only to meet the species diversity and other applicable requirements of the Public Facilities Manual (PFM), and as conditioned, subject to review and approval of the Urban Forestry Management Division (UFMD) of the Department of Public Works and Environmental Services (DPWES) at the time of site plan review: Supplemental landscaping may be installed by the applicant, in addition to the landscaping shown on the SE Plat, that is

STORMWATER:

12. Stormwater outfall adequacy, per the PFM, shall be demonstrated at the time of site plan review. Stormwater detention may be required if outfall is determined to be inadequate, and would require an amendment to this Special Exception.

TREE PLANTING:

13. In lieu of the remaining 1,278 square feet of 10-year tree canopy onsite needed to meet the minimum requirement of 2,528 square feet (10 percent canopy coverage) for the site, the applicant shall make a payment in the amount of $2,400 to the Fairfax County Tree Preservation and Planting Fund to be used for the planting of eight trees at Pinecrest Golf Course, which shall be used to satisfy the applicant's requirement to meet the remaining 1,278 square feet of 10-year canopy at an offsite location.

TRANSPORTATION:

14. Subject to the consent of the owner of the adjacent shopping center, the entrance on Little River Turnpike shall be reduced to 30 feet across per VDOT standard for a commercial entrance.

15. An additional 15 feet of right of way shall be dedicated to the Board of Supervisors, in fee simple, along Little River Turnpike. An additional nine feet of right of way shall be reserved along Little River Turnpike. At such time as a project for Little River Turnpike requires additional right of way, the reservation area, up to nine feet in width, shall be dedicated to the Board of Supervisors, in fee simple.

16. Any improvements (landscaping, parking, signage, etc.) within the dedication area shall be subject to a license agreement. Improvements may be provided within the reservation area provided that at the time dedication is required, except as may otherwise be provided herein, all improvements shall be removed and relocated (if necessary) at the applicant's expense.

17. A sawcut transition between the proposed asphalt trail and the concrete sidewalk shall be provided; and utilities shall be relocated as required to permit the construction of a 10-foot wide asphalt trail along Little River Turnpike.

18. All proposed and existing curb ramps shall be ADA compliant with appropriate truncated dome widths that align with the width of the trail or the sidewalk.

19. The number, location and type of bicycle racks on site shall be subject to the review of the Fairfax County Department of Transportation (FCDOT) at the time of site plan review.

20. Two drive-thru lanes shall be open at all times that windows are operational, to provide adequate vehicle stacking.

SIGNAGE/LIGHTING:

21. Signage shall be in substantial conformance with that shown on the SE Plat and all signage shall comply with the provisions of Article 12 of the Zoning Ordinance.

22. No freestanding commercial signs, other than the freestanding sign depicted on the SE plat, shall be permitted. In addition, the freestanding sign depicted on the SE plat shall not be taller than eight feet from the ground. Bank logos or other advertising shall not be placed on any directional signage.

23. All lighting, including streetlights, security lighting, signage lighting and pedestrian or other incidental lighting, shall be in conformance with Part 9 of Article 14 of the Zoning Ordinance.

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

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless, at a minimum, the use has been established or construction has commenced and been diligently prosecuted as evidenced by the issuance of a Non-Residential Use Permit for the use. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Waived the loading space requirements for a drive-in financial institution use.

- Modified Part 8 of Section 11-102 of the Zoning Ordinance to allow a four-foot parking setback along Little River Turnpike, as shown on the SE plat, in lieu of the ten-foot setback requirement.

- Modified Paragraph 5 of Section 11-104 of the Zoning Ordinance, to allow a six- and four-stacking scheme, as shown on the SE plat, in lieu of the eight- and two-stacking requirement.

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

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

ATTACHMENT 3

BEAN KINNEY & KORMAN PC
ATTORNEYS

2300 WILSON BOULEVARD
7TH FLOOR
ARLINGTON, VA 22201
PHONE 703.525.4000
FAX 703.525.2207

mviani@beankinney.com
Admitted in VA, DC and MD

May 23, 2016

RECEIVED
Department of Planning & Zoning
MAY 26 2016
Zoning Evaluation Division

Ms. Suzanne Wright
Department of Zoning Evaluation
County of Fairfax
12055 Government Center Parkway
Fairfax, VA 22035-5508

FAIRFAX COUNTY
RECEIVED
MAY 25 2016
DIVISION OF
ZONING ADMINISTRATION
2016-0756

Re: Special Exception SE 2013-MA-002
TD Bank, N.A.
6566 Little River Turnpike
Tax parcel numbers 72-1 ((1)) 20E
Zoning District C-5 and HC
REQUEST FOR ADDITIONAL TIME

Dear Ms. Wright:

The purpose of this letter is to request additional time within which to begin construction on the above-referenced special exception.

We respectfully request that the approval for Special Exception 2013-MA-002 be extended for a period of twelve (12) months, or until November 13, 2017.

This request is being made to permit additional time to secure the appropriate building permits needed to begin construction. While our client has diligently pursued such permits, we have encountered delays obtaining the necessary inter-parcel access easements that would permit the project to move forward. As a result, it appears that the timeline for their expected issuance may be very close to the expiration date of the SE approval. Rather than wait until the expiration date is imminently upon us, we would like to proactively request additional time to address the necessary permits and then begin construction shortly thereafter.

We discussed this request with Supervisor Gross. The Supervisor is supportive of the extension and she has recommended filing this request with the hope of it being taken up by the Board at its July meeting.

Our client, TD Bank, N.A., looks forward to becoming a part of the Annandale community as soon as possible, and appreciates the Board's consideration of this request.

Thank you for your assistance with this request. If you have any questions or need any other exhibits, please call me or Lauren Keenan Rote, at (703) 525-4000.

Very truly yours,



Mark M. Viani

00764704-2

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 11

Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception SE 2013-PR-021, Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. (Providence District)

ISSUE:
Board consideration of additional time to obtain Non-RUP, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twelve months additional time for SE 2013-PR-021 to June 17, 2017.

TIMING:
Routine.

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

On June 17, 2014, the Board of Supervisors approved SE 2013-PR-021, subject to development conditions. The applications were filed in the name of the Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. in order to permit a church with a child care center, nursery school and private school of general education. The approximately 2.65 acre property is located at 3035 Cedar Lane in Fairfax, approximately 500 feet north of the intersection of Cedar Lane and Arlington Boulevard, Tax Map 49-3 ((1)) 25A (see Locator Map in Attachment 1).

The application was approved with a requirement that a Non-Residential Use Permit (Non-RUP) be issued within 24 months of the approval date in order to establish the use. In addition, the development conditions mandated that certain improvements be completed prior to issuance of the Non-RUP. Specifically, the conditions required that a minor site plan (MSP) be approved addressing a number of items that included the treatment of stormwater quality for the parking lot and access drive, the removal of all gravel surfaces at the rear of the property not defined as gravel parking, and the restriping of the surface parking lot along with the installation of wheel stops. Additionally,

a deed of reservation will be recorded for certain right-of-way along Cedar Lane. To date, a minor site plan and record plat have been approved by the Department of Public Works and Environmental Services (DPWES). Ms. Lynne J. Strobel, agent for the applicant, now states that despite this diligent pursuit of the requisite approvals, the process of obtaining permits and approvals has taken longer than expected. The applicant continues to work diligently to finish the improvements and staff from DPWES has indicates that once the record plat is recorded and final bond paid, the MSP can be released and improvements completed. The request for an additional twelve months of additional time to commence construction would ensure enough time for the Applicant to fulfill the conditions of SE 2013-PR-021. The development conditions for SE 2013-PR-021 are included as part of the Clerk to the Board's letter in Attachment 2.

Staff has reviewed Special Exception Amendment SE 2013-PR-021 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a church with a child care center, nursery school and private school of general education. Further, staff knows of no change in land use circumstances that would affect compliance of SE 2013-PR-021 with the special exception standards applicable to this use, or which should cause the filing of a new special exception amendment application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception Amendment. Finally, the conditions associated with the Board's approval of SE 2013-PR-021 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated June 18, 2014 to Lynne J. Strobel
Attachment 3: Letter dated May 27, 2016, to Leslie B. Johnson

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment & Development Review Branch, Planning Division, DPZ

County of Fairfax, Virginia

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

June 18, 2014

Lynne J. Strobel
Walsh, Colucci, Lubeley and Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, VA 22201

Re: Special Exception Application SE 2013-PR-021

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on June 17, 2014, the Board approved Special Exception Application SE 2013-PR-021 in the name of Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. The subject property is located at 3035 Cedar Lane, on 2.65 acres of land, zoned R-1 in the Providence District [Tax Map 49-3 ((1)) 25A]. The Board's action permits a church with child care center, nursery school and private school of general education with a total enrollment of 104 students, pursuant to Section 3-104 of the Fairfax County Zoning, by requiring conformance with the following development conditions:

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

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

3. This Special Exception is subject to the provisions of Article 17 of the Zoning Ordinance, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any site plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception plat entitled Special Exception Plat/Minor Site Plan, Bruen Chapel Methodist Church & Montessori School of Cedar Lane, prepared by Smith Engineering, containing two sheets dated August 23, 2013 as revised through May 20, 2014, and the Parking Lot Re-Striping Exhibit, prepared by Dominion Surveyors, Inc., containing one sheet dated April 16, 2014 as revised through May 20, 2014, and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

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

4. A copy of the Special Exception conditions shall be posted in a conspicuous place along with the Non-Residential Use Permits for the church and the school, and shall be made available to all Departments of the County of Fairfax during hours of operation of the permitted use.

5. A minor site plan addressing storm water quality control for the parking and access drive located in the front of the structure shall be submitted to DPWES and approved prior to issuance of a Non-Residential Use Permit (Non-RUP).

6. The church shall be limited to a maximum seating capacity for the sanctuary of 108 seats.

7. The nursery school, child care and private school of general education are limited to a total maximum daily enrollment of 104 children, ages 2½ to 12 years. The hours of operation shall be limited to 7:00 A.M. to 6:00 P.M., Monday through Friday, year round.

8. As depicted on the Special Exception Plat, the Applicant shall reserve a 43.5-foot half-section of right-of-way on Cedar Lane and record a Deed of Reservation for a future public road prior to issuance of a Non-RUP. The Applicant shall convey said right-of-way area in fee simple and at no cost to the Board upon demand.

9. The parking lot will be restriped and wheel stops installed in general conformance with the Parking Lot Re-Striping Exhibit, dated April 16, 2014, prior to issuance of the Non-RUP.

10. A Dustless Surface Waiver shall be obtained from the DPWES through the established procedures prior to any minor site plan approval.

11. Prior to issuance of a Non-RUP, all gravel surfaces will be removed from the rear of the property that is not defined as gravel parking on the Parking Lot Re-Striping Exhibit dated April 16, 2014. This area shall be dressed with topsoil and overseeded to promote revegetation within one year of Special Exception approval.

12. Landscaping shall be provided in conformance with the approved Special Exception Plat prior to issuance of a Non-RUP. The applicants shall provide the plant quantities (four trees and 55 shrubs) listed in the Plant Schedule without exception, but may determine the mix of the species listed on the Plat at the time of installation. Shrubs shall be 18 inches in height at the time of planting. Existing and proposed landscape plantings on-site shall be maintained. Any dead, diseased or dying plantings shall be replaced within six months with the same species unless an alternative species is approved by the Urban Forest Management Division.

13. New or replaced outdoor lighting fixtures shall be in accordance with Sect. 14-902 of the Zoning Ordinance.

14. No use(s), temporary or permanent, not specifically approved with this application shall be located on the subject property.

15. There shall be no outdoor storage of materials, equipment, or vehicles, except as associated with the playground.

16. Periodic written notice, at least twice a year, shall be issued to parents reminding them to obey all traffic regulations in the drop-off and pick-up of children. Specifically, drivers will be advised to exercise caution when entering and exiting the site, being especially aware of approaching traffic from the direction of the Route 50 intersection, and that when waiting for the traffic signal at Cedar Lane and Route 50, it is illegal and unsafe to cross the double yellow line and encroach into the oncoming traffic lane for the purpose of accessing the property.

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

Pursuant to Sect. 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, 24 months after the date of approval unless the use(s) have been established by obtaining the required Non-Residential Use Permit(s) noted above.

The Board also:

- Modified the transitional screening to that shown on the SE plat and waived the barrier and interior parking lot landscaping requirements.

- Directed the Director of the Department of Public Works and Environmental Services to waive the dustless surface requirement for the portion of the rear parking lot depicted as gravel on the SE plat and waive the construction of a trail along Cedar Lane.

Sincerely,

Catherine A. Chianese

Catherine A. Chianese
Clerk to the Board of Supervisors

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

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

WALSH COLUCCI
LUBELEY & WALSH PC

May 27, 2016

FAIRFAX COUNTY
RECEIVED
MAY 31 2016
DIVISION OF
ZONING ADMINISTRATION

2016-0771

RECEIVED
Department of Planning & Zoning
JUN 02 2016
Zoning Evaluation Division

Via Overnight Mail

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

Re: SE 2013-PR-021
Applicant: Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc.
Fairfax County Tax Map Reference: 49-3 ((1)) 25A

Dear Ms. Johnson:

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

The referenced special exception application was approved by the Board of Supervisors at its hearing held on June 17, 2014. The approval was granted subject to sixteen (16) development conditions and a requirement that a Non-Residential Use Permit (Non-RUP) be issued within twenty-four (24) months of the approval date. Therefore, the special exception is due to expire, without notice, on June 17, 2016. On behalf of the Applicant, I hereby request twelve (12) months of additional time to obtain the Non-RUP.

The Applicant is a non-profit organization and inexperienced in the process of obtaining permits and approvals associated with zoning and land use. As a result, the implementation of the approval has taken longer than anticipated. The Applicant diligently submitted and received approval of a minor site plan referenced by Fairfax County as 7573-MSP-001-2. In addition, the Applicant submitted and processed a plat in accordance with the requirements of development condition 8 to reserve right-of-way along Cedar Lane. The plat, referenced as 7573-RP-001-1, is approved and the associated Deed of Reservation has been reviewed and approved by the Fairfax County Attorney's office. The Deed of Reservation has been executed by the Church trustees and is presently with the lender awaiting signature.

Required improvements to the property include striping the parking lot, installing landscaping and removing gravel. The Applicant has been coordinating the posting of bonds and other agreements in order to complete these improvements. Depending on the weather, the

Applicant anticipates commencing the work within the next several months. The development conditions will then be satisfied, and the Applicant may apply for a Non-RUP.

I would appreciate the acceptance of this letter in accordance with Section 9-015 of the Zoning Ordinance as a request for twelve (12) months of additional time to obtain a Non-RUP as required by SE 2013-PR-021. Twelve (12) months of additional time will ensure the completion of all required improvements, including landscaping, and satisfaction of all development conditions. As the use has been in existence for many years, the complexity of the site plan review process was unforeseen at the time of the approval and the Applicant has been diligently pursuing completion of required conditions. There have been no changes in circumstances that would render the approval of additional time inconsistent with the public interest.

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

Very truly yours,

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

Lynne J. Strobel

LJS:kae
cc: Scott Smith
Anthony Venafro
Ashleigh Bleeker
William A. Fogarty

{A0710557.DOCX / 1 Johnson Ltr re: Request for Additional Time - 05.27.16 007959 000002}

Board Agenda Item
July 26, 2016

ADMINISTRATIVE - 12

Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception Amendment 2012-MV-001, Woodlawn Hospitality, LLC (Mount Vernon District)

ISSUE:
Board consideration of additional time to obtain a Non-RUP for SEA 2012-MV-001, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve six (6) months additional time for SEA 2012-MV-001 to October 25, 2016.

TIMING:
Routine.

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

On February 25, 2014, the Board of Supervisors approved Special Exception SEA 2012-MV-001, subject to development conditions. This application was filed in the name of Woodlawn Hospitality, LLC for the purpose of permitting additional Floor Area Ratio (FAR) to permit a hotel to be constructed on this property located at 8668 Richmond Highway, Tax Map 101-3 ((1)) 96 (See Locator Map in Attachment 1). SE 2012-MV-001 was previously approved to permit height above 50 feet in a C-8 District. The additional FAR and height are Category 6 special exception uses and are permitted pursuant to Section 9-607 of the Fairfax County Zoning Ordinance. SEA 2012-MV-001 was approved with a condition that the use be established as evidenced by the issuance of a Non-RUP for the hotel use. The development conditions for SEA 2012-MV-001 are included as part of the Clerk to the Board's letter contained in Attachment 2. The date of

expiration is August 25, 2016.

The Zoning Administrator received a letter on June 14, 2016 from Keith C. Martin, agent for the applicant, requesting six (6) months additional time in order to obtain the required Non-RUP. The hotel is currently under construction and is anticipated to be completed by the beginning of September 2016. In order to assure that there is sufficient time to obtain all necessary inspections, Mr. Martin has requested this additional time, the date of expiration would be February 25, 2017.

Staff has reviewed Special Exception SEA 2012-MV-001 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit this use. Further, staff knows of no change in land use circumstances that affects compliance of SEA 2012-MV-001 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SEA 2012-MV-001 are still appropriate and remain in full force and effect. Staff believes that approval of the request for six (6) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated February 26, 2014, to Keith C. Martin
Attachment 3: Letter dated June 13, 2016, to Leslie Johnson, and letter dated June 3, 2016 from Winnie Williams

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ
Laura O'Leary, Staff Coordinator, ZED, DPZ

Proffered Condition Amendment

PCA 2012-MV-001

Applicant: WOODLAWN HOSPITALITY, LLC
Accepted: 09/10/2013
Proposed: AMEND RZ 2012-MV-001 PREVIOUSLY APPROVED FOR HOTEL TO PERMIT SITE MODIFICATIONS

Area: 2 AC OF LAND; DISTRICT - MOUNT VERNON
Zoning Dist Sect:
Located: NORTHWEST QUADRANT OF THE INTERSECTION OF RICHMOND HIGHWAY AND WOODLAWN COURT

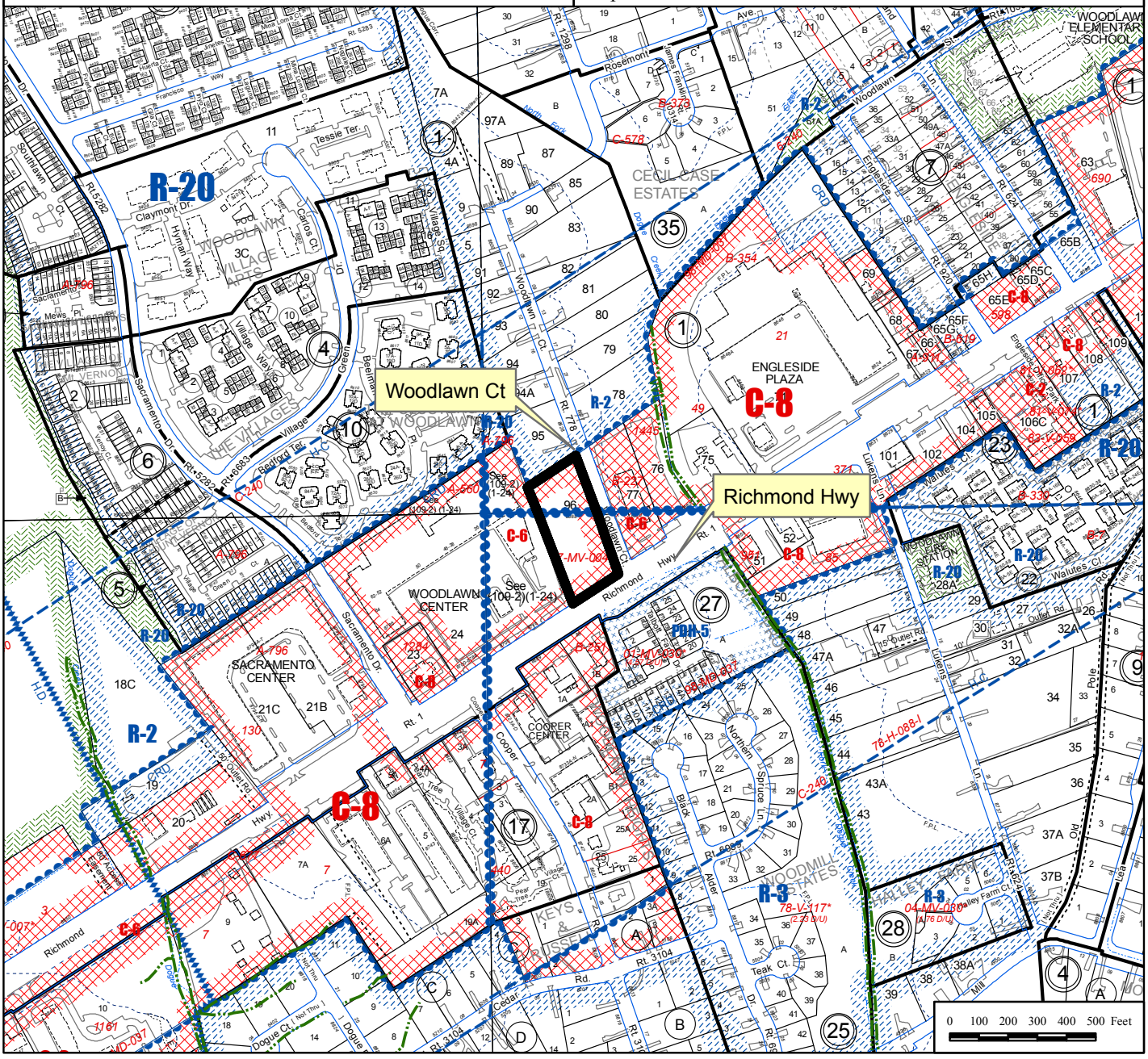
Zoning: C- 8
Overlay Dist: HC CRD
Map Ref Num: 101-3- /01/ /0096

Special Exception Amendment

SEA 2012-MV-001

Applicant: WOODLAWN HOSPITALITY, LLC
Accepted: 09/10/2013
Proposed: AMEND SE 2012-MV-001 PREVIOUSLY APPROVED FOR INCREASE IN FAR, INCREASE IN BUILDING HEIGHT AND WAIVER/MODIFICATIONS IN THE CRD TO PERMIT AN ADDITIONAL INCREASE IN FAR

Area: 2 AC OF LAND; DISTRICT - MOUNT VERNON
Zoning Dist Sect: 09-062209-060709-0618
Art 9 Group and Use: 6-19 6-03 6-15
Located: 8668 RICHMOND HIGHWAY, ALEXANDRIA, VA
Zoning: C- 8
Plan Area: 4,
Overlay Dist: CRD HC
Map Ref Num: 101-3- /01/ /0096



County of Fairfax, Virginia

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

February 26, 2014

Keith C. Martin
Tramonte, Yeonas, Roberts & Martin PLLC
8245 Boone Blvd., #400
Vienna, VA 22182

RE: Special Exception Amendment Application SEA 2012-MV-001
(Concurrent with Proffered Condition Amendment application PCA-2012-MV-001)

Dear Martin:

At a regular meeting of the Board of Supervisors on February 25, 2014, the Board approved Special Exception Amendment Application SEA 2012-MV-001 in the name of Woodlawn Hospitality, LLC. The subject property is located at 8668 Richmond Highway, on approximately 2.0 acres of land zoned C-8, CRD and HC in the Mount Vernon District [Tax Map 101-3 ((1)) 96]. The Board's action amends Special Exception Application SE 2012-MV-001 previously approved for an increase in FAR, increase in building height and waiver/modifications in the CRD to permit an additional increase in FAR and associated modifications to site design and development conditions, pursuant to Sections 9-618 and 9-622 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions which supersede all previous development conditions. Previously approved conditions or those with minor modifications are marked with an asterisk (*).

1. Development of the property shall be in substantial conformance with the GDP/SEA Plat entitled "Special Exception Amendment / Proffer Condition Amendment for Proposed Hotel," consisting of eight sheets prepared by Bohler Engineering dated August 13, 2013, as revised through December 27, 2013.*

2. A checklist of anticipated green building measures shall be submitted to the Chief of the Environmental and Development Review Branch, DPZ prior to site plan approval to demonstrate that the building will be designed to LEED Silver Standards.*

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

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

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established as evidenced by the issuance of a Non-RUP for the hotel use. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

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

TRAMONTE, YEONAS, ROBERTS & MARTIN PLLC
ATTORNEYS AND COUNSELLORS AT LAW

8245 BOONE BOULEVARD, SUITE 400
VIENNA, VIRGINIA 22182
TELEPHONE: 703-734-4800
FACSIMILE: 703-442-9532

FAIRFAX COUNTY
RECEIVED
JUN 14 2016
DIVISION OF
ZONING ADMINISTRATION
2016 - 0856

June 13, 2016

RECEIVED
Department of Planning & Zoning
JUN 15 2016
Zoning Evaluation Division

Ms. Leslie B. Johnson
Zoning Administrator
Zoning Administration Division
12055 Government Center Pkwy., 8th Floor
Fairfax, VA 22035

Re: Additional Time Request for SEA 2012-MV-0001
Woodlawn Hospitality, LLC

Dear Ms. Johnson,

The above-referenced SEA approval is due to expire on August 25, 2016 unless a Non-Residential Use Permit (Non-RUP) is issued before that date. The hotel is under construction and scheduled to be completed by the end of August. To exercise caution, it is hereby requested that six (6) months additional time be granted by the Board. If you need additional information to process this request, please contact me.

Very truly yours,

Keith C. Martin

cc: Kurt Blorstad

County of Fairfax, Virginia

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

June 3, 2016

Keith C. Martin
Tramonte, Yeonas, Roberts & Martin PLLC
8245 Boone Boulevard, #400
Vienna, VA 22182

Re: Special Exception Amendment SEA 2012-MV-001 – Woodlawn Hospitality, LLC
8668 Richmond Highway (now 8632 Woodlawn Court)
Tax Map Ref: #101-3 ((1)) 96
Zoning District: C-8

Dear Mr. Martin:

A review of the above-referenced special exception amendment finds no evidence that a Non-Residential Use Permit (Non-RUP) has been obtained for the hotel use approved as part of SEA 2012-MV-001. In accordance with Sect. 9-015 of the Zoning Ordinance, the above-referenced special exception amendment shall expire, without notice, thirty (30) months after the date of approval unless a Non-RUP has been issued for the hotel. Based on an approval date of February 25, 2014 by the Board of Supervisors, the special exception amendment is due to expire, without notice, on August 25, 2016. The Board may grant additional time to obtain a Non-RUP if a written request is filed with the Zoning Administrator prior to the expiration date of August 25, 2016.

Should you need additional time to establish the use, you should submit a written request to the Zoning Administrator, Leslie B. Johnson, prior to the expiration date. This request must specify the amount of additional time requested and why additional time is required.

If you have any questions, please feel free to contact me at 703-324-1359.

Sincerely,

Winnie Williams
Planning Technician
Zoning Permit Review Branch

cc: Daniel G. Strock, Supervisor Mt. Vernon District
Leslie B. Johnson, Zoning Administrator
Barbara C. Berlin, Director, Zoning Evaluation Division

N:\ZAD\WILLIAMS\SESPVCWARNLTRS\SEA 2012-MV-001 06-2016.docx

Department of Planning and Zoning
Zoning Administration Division
Zoning Permit Review Branch
12055 Government Center Parkway, Suite 250
Fairfax, Virginia 22035-5508
Phone 703-324-1359 FAX 703-324-2301
www.fairfaxcounty.gov/dpz/

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Board Agenda Item
July 26, 2016

ACTION – 1

Approval of a Parking Reduction for Reston Excelsior (Hunter Mill District)

ISSUE:
Board of Supervisors (Board) approval of a 16.4 percent reduction of the required parking (up to 120 fewer parking spaces) for the proposed uses for the Reston Excelsior development, Tax Map Number 17-4-01-0007B, Hunter Mill District.

RECOMMENDATION:
The County Executive recommends that the Board approve a parking reduction of 16.4 percent for the proposed use at Reston Excelsior 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 the site's proposed use, Parking Study #9523-PKS-001-1.

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

1. A minimum of 612 parking spaces must be maintained at all times to serve up to 457 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.

2. At least 58 of these 612 parking spaces shall be clearly designated as parking for guests of the residential uses, future residents, on-site staff, car-share vendors and/or residential vanpools; access to these spaces need not be controlled. No other parking ancillary to the residential uses may be reserved with the exception of those needed to meet accessibility requirements and/or for electric-vehicle charging stations.

3. The conditions of approval of this parking reduction shall be incorporated into any site plan submitted to the Director of Land Development Services (Director) for approval.

4. Any additional uses not listed in Condition #1 shall provide parking at rates required by the Zoning Ordinance.

5. The Transportation System Management, Parking Garages and Parking proffers shall be implemented as approved in conjunction with Rezoning #RZ 86-C-121 on March 9, 1987.

6. The development conditions regarding bicycle facilities and surface parking spaces shall be implemented as approved as part of Planned Residential Community Plan #PRC 86-C-121-03 on November 16, 2010.

7. The current owners, their successors, or assigns of the parcels identified as Tax Map Number 017-4-01-0007B shall submit a parking space utilization study for review and approval by the Director at any time in the future that the Zoning Administrator or the Director so requests. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the property's parking needs which may include, but is not limited to, compliance with the full parking requirements specified in Article 11 of the Zoning Ordinance.

8. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director shall be based on applicable requirements of the Zoning Ordinance in effect at the time of said parking utilization study submission.

9. All parking provided shall comply with all other applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the Virginia Uniform Statewide Building Code.

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

11. Unless an extension has been approved by the Director, the approval of this parking reduction request shall expire without notice 6 months from its approval date if Condition #10 has not been satisfied.

TIMING:
Board action is requested on July 26, 2016.

BACKGROUND:
On November 16, 2010, the Board approved an amendment to Planned Residential Community Plan #PRC 86-C-121-03 at the request of Reston Excelsior, LLC

(Developer). The related rezoning, #RZ 86-C-121 approved on March 9, 1987, is subject to proffer conditions.

The Developer has agreed that a contract purchaser may request a 16.4 percent reduction in parking for the 457 multi-family dwelling units proposed for the site. The basis for the reduction is the development's proximity to a mass transit station as authorized under Par. 5 of Zoning Ordinance § 11-102. Specifically, the subject 5.0-acre parcel is located within one-half mile of the existing Reston Town Center Transit Station (Transit Station), as well as within one-half mile of the entrance of the planned Reston Town Center Metrorail Station, as shown in Figure 4 of the attached study.

The parking for the multi-family residential uses is requested to be reduced from 1.6 spaces per dwelling unit to 1.34 spaces per dwelling unit, or 120 fewer spaces. The Code requires a minimum of 732 spaces for 457 dwelling units. All but 8 of the proposed 612 parking spaces would be located in a facility below the building's two towers.

The parking study indicates that the proximity to the Transit Station will support this parking reduction request. Specifically, the Transit Station is expected to reduce the demand for parking spaces and no adverse impact to either the site or the adjacent area is expected. Therefore, staff recommends approving a parking reduction of 16.4 percent 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 Land Development Services.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENT:
Attachment I – Parking Study and parking reduction request (9523-PKS-001-1) dated March 14 and revised through June 14, 2016, from Michael R. Pinkoske, John F. Cavan, P.E., and Grady Vaughan, Wells and Associates, without attachments
Attachment 2 – Reston Excelsior parking schematics provided by Greystar dated April 15, 2016

STAFF:
Robert A. Stalzer, Deputy County Executive
William D. Hicks, Director, Land Development Services
Thomas P. Biesiadny, Director, Department of Transportation

Attachment 1



WELLS + ASSOCIATES

11441 Robertson Drive
Suite 201
Manassas, VA 20109
703-365-9262
703-365-9265 FAX
www.mjwells.com

June 14, 2016

Ms. Jan Leavitt, P.E., Chief
Land Development Services
Code Analysis Division
Department of Public Works & Environmental Services
12055 Government Center Parkway, Suite 334
Fairfax, Virginia 22035-5503

SUBJECT: Parking Code Reduction for Reston Excelsior
Residential Parking Reduction Request (9523-PKS-001-1)
PRC 86-C-121-3

Dear Ms. Leavitt:

Herein is an executive summary associated with a parking reduction request for the Reston Excelsior Parc, transit-oriented development ("TOD") in Fairfax County. This parking reduction request was previously submitted on March 14, 2016, and has been updated to respond to comments received from Fairfax County staff on May 6, 2016. A check made payable to the County of Fairfax is included with this revision in the amount of $216.00. A compact disc is attached to the back cover of the parking reduction study that includes an electronic copy of this letter, the parking reduction study, and the overall plan sheets for the site.

The parking reduction request is specifically based on the proximity to a mass transit station. The Reston Excelsior project is approximately 5.0 acres **[Fairfax County 2016 Tax Map Parcel 17-4 ((1)) 7B]** and is located in proximity to the existing Wiehle-Reston East and the future Reston Town Center Metrorail stations. Specifically, the project is located in the southeast quadrant of the intersection of Sunset Hills Road (Route 675) and Oracle Way in the Hunter Mill Magisterial District. This parking reduction request applies only to the proposed residential uses and does not include the adjacent office development.

The Project would provide up to 457 multi-family dwelling units (DUs) in two residential buildings served by 612 standard parking spaces. It should be noted that while not counted towards the required parking supply, an additional 30 compact parking spaces are also proposed for a total of 642 parking spaces. The subject parcels are currently zoned PRC (Planned Residential Community) and the Applicant is seeking a Substantial Conformance Request for Design Modifications that would reduce the overall size of the residential building but would maintain the same number of units as previously approved.

Residential Parking Reduction Request. Based on strict application of the County's zoning ordinance, the parking requirement for the multi-family dwelling units is based

on a parking ratio of 1.6 spaces per dwelling unit or 732 spaces for 457 DUs. The Applicant is **requesting a 16.4 percent reduction** (or up to 120 fewer spaces) than would be required by the Ordinance. This represents a reduction in the minimum required parking rate from 1.6 spaces/DU (Zoning Ordinance requirement) to approximately 1.33 spaces/DU (proposed requirement).

In order to permit a reduction in the number of parking spaces, a parking reduction is hereby requested on behalf of the Reston Excelsior Parc development. Article 11, Section 102.5 provides for the requested reduction in the number of residential parking spaces.

Please contact me with any questions and/or comments you might have and thank you again for your assistance on this important project.

Sincerely,



John F. Cavan IV, P.E., PTOE
Senior Associate

Enclosure

WELLS + ASSOCIATES

MEMORANDUM

To: Jan Leavitt, P.E., Chief
Site Code Research & Development Branch
Department of Public Works and Environmental Services

From: Michael R. Pinkoske, PTP
John F. Cavan, PE, PTOE
Grady Vaughan, EIT

Re: PRC 86-C-121-3, Reston Excelsior, LLC, Section 95-2
Fairfax County Tax Map: 17-4 ((1)) Parcel 7B
Fairfax County, Virginia

Subject: Parking Reduction Request (9523-PKS-001-1)

Date: March 14, 2016
As revised through June 14, 2016

1420 Spring Hill Road
Suite 610
Tysons, Virginia 22102
703-917-6620
703-917-0739 FAX
www.mjwells.com

COMMONWEALTH OF VIRGINIA
JOHN F. CAVAN IV
Lic. No. 047522
6/14/2016
PROFESSIONAL ENGINEER

INTRODUCTION

This memorandum presents the results of a parking reduction study conducted in support of the planned Reston Excelsior Parc development. The study has been updated based on comments received from Fairfax County staff on May 6, 2016. A copy of the comment response letter is provided as **Attachment I**. A Substantial Conformance Request for Design Modifications has been filed by the Applicant (Greystar) relating to modifications proposed to the approved site plan. The project site is identified as Fairfax County 2016 Tax Map Parcels 17-4 ((1)) 7B, which is located in the southeast quadrant of the intersection of Sunset Hills Road (Route 675) and Oracle Way within a ½ mile of the future Reston Town Center Metrorail station and existing Reston Town Center Transit Station in the Hunter Mill Magisterial District (See Figure 1). The approximate 5.0-acre site is zoned PRC (Planned Residential Community) district and is part of the overall approximate 22.2-acre Oracle complex. The subject parcel is currently developed with a surface parking lot providing parking for 196 vehicles (see Figure 2).

The Reston Excelsior Parc Parcel was the subject of a rezoning case (RZ 86-C-121), a Planned Residential Community plan (PRC 86-C-121-3), and a zoning determination issued by the Fairfax County Department of Planning and Zoning (DPZ) in 2013 regarding previously proposed design modifications for the project. The Applicant has acquired the property and proposed further modifications to the project layout, design and architecture.



Figure 1

Site Location Map

Reston Excelsior Parc

Fairfax County, Virginia

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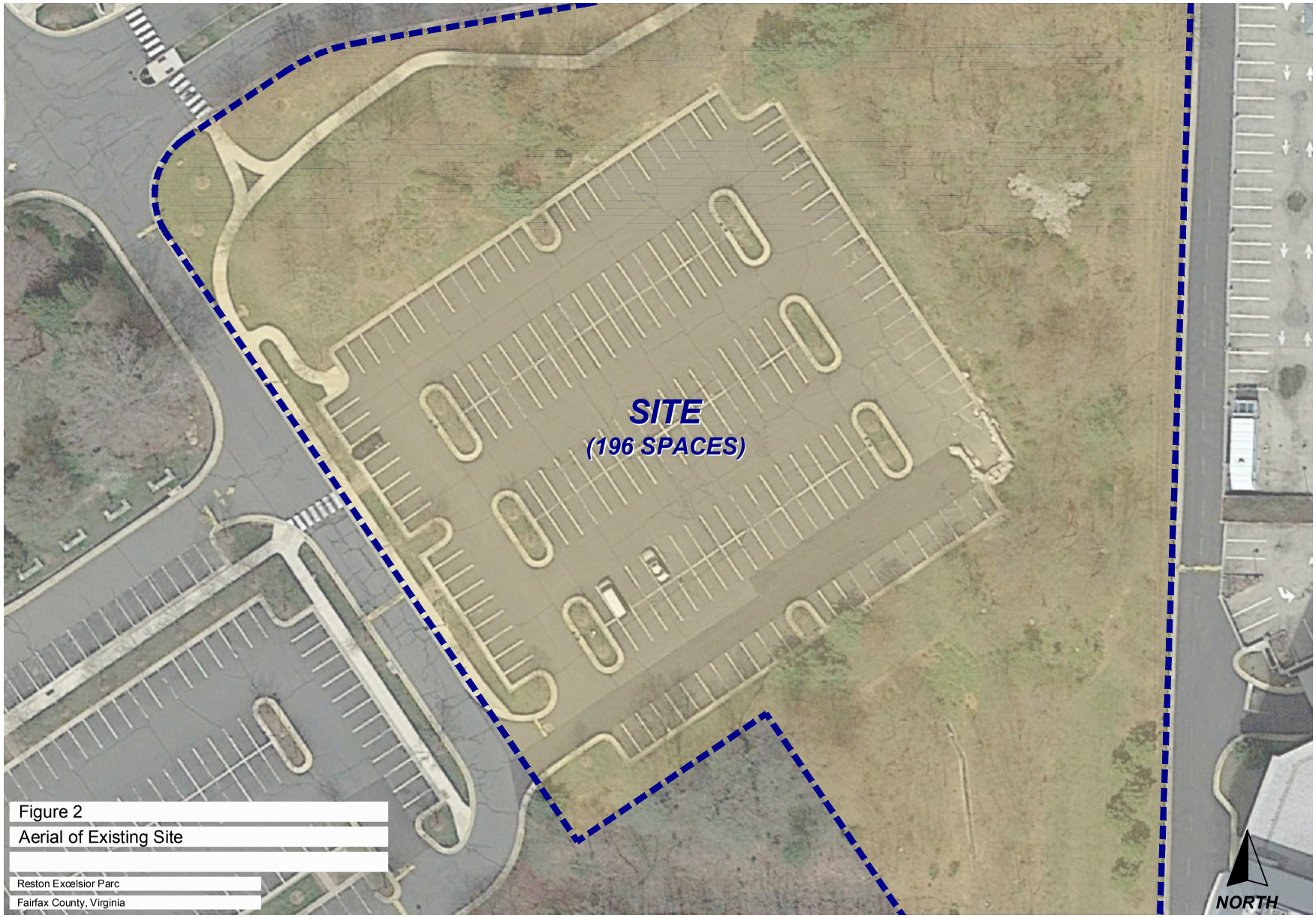
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SITE
(196 SPACES)
Figure 2
Aerial of Existing Site
Reston Excelsior Parc
Fairfax County, Virginia
NORTH

The development program is consistent with previous approvals and consists of 457 residential dwelling units (DUs) in two (2) buildings. The proposed development would be served by a minimum of 612 parking spaces including accessible parking spaces, or approximately 1.33 spaces per DU. It should be noted that while not counted towards the required parking supply, up to 30 additional compact parking spaces are also proposed for a total of 642 parking spaces. The rendered site plan reduction is shown on Figure 3. Access to the garage would be provided by the project's internal private street network and no direct access to/from the parking structure is provided on Oracle Way or Sunset Hill Road. It is expected that the project be constructed and occupied by Summer 2018.

A full size copy of the plan is also provided for staff's convenience as **Attachment II**.

In furtherance of this plan, the Applicant has requested a reduction in the number of parking spaces that would be required by a strict application of the Fairfax County Zoning Ordinance. Specifically based on the "…proximity to a mass transit station…" (Article 11. Section 11-102.5). **Specifically, a residential parking reduction of approximately 16.4 percent from the 732 spaces (1.6 per DU) as required by the County's Zoning ordinance to 612 spaces (1.33 per DU) resulting in a total reduction of 120 parking spaces is hereby requested.** This parking reduction request applies only to the 457 proposed residential units and does not include the adjacent office development which currently exceeds their minimum code requirement.

Consistent with other nearby residential parking reductions, the subject parking reduction request is based on the site's proximity to an existing transit facility and a future programmed Metrorail station. Trends in auto ownership in such transit rich environments, Transportation Demand Management (TDM) program elements, and the target market for this type of housing further support the reduction requested. Sources of data for this analysis include, but are not limited to, the files and library of Wells + Associates (W+A), R2L:Architects, Cooley LLP, Greystar, plans prepared by Urban LTD., the Institute of Transportation Engineers (ITE), Urban Land Institute (ULI), and Fairfax County.

FAIRFAX COUNTY PARKING REQUIREMENTS

Article 11 of the Fairfax County Zoning Ordinance establishes parking requirements for various land uses by providing parking rates per unit of land use (i.e., per residential dwelling unit, per 1,000 GSF of retail uses, etc.). According to the Ordinance, all required parking spaces shall be located on the same lot as the structure or uses to which they are accessory or on a lot contiguous thereto which has the same zoning classification, and is either under the same ownership, or is

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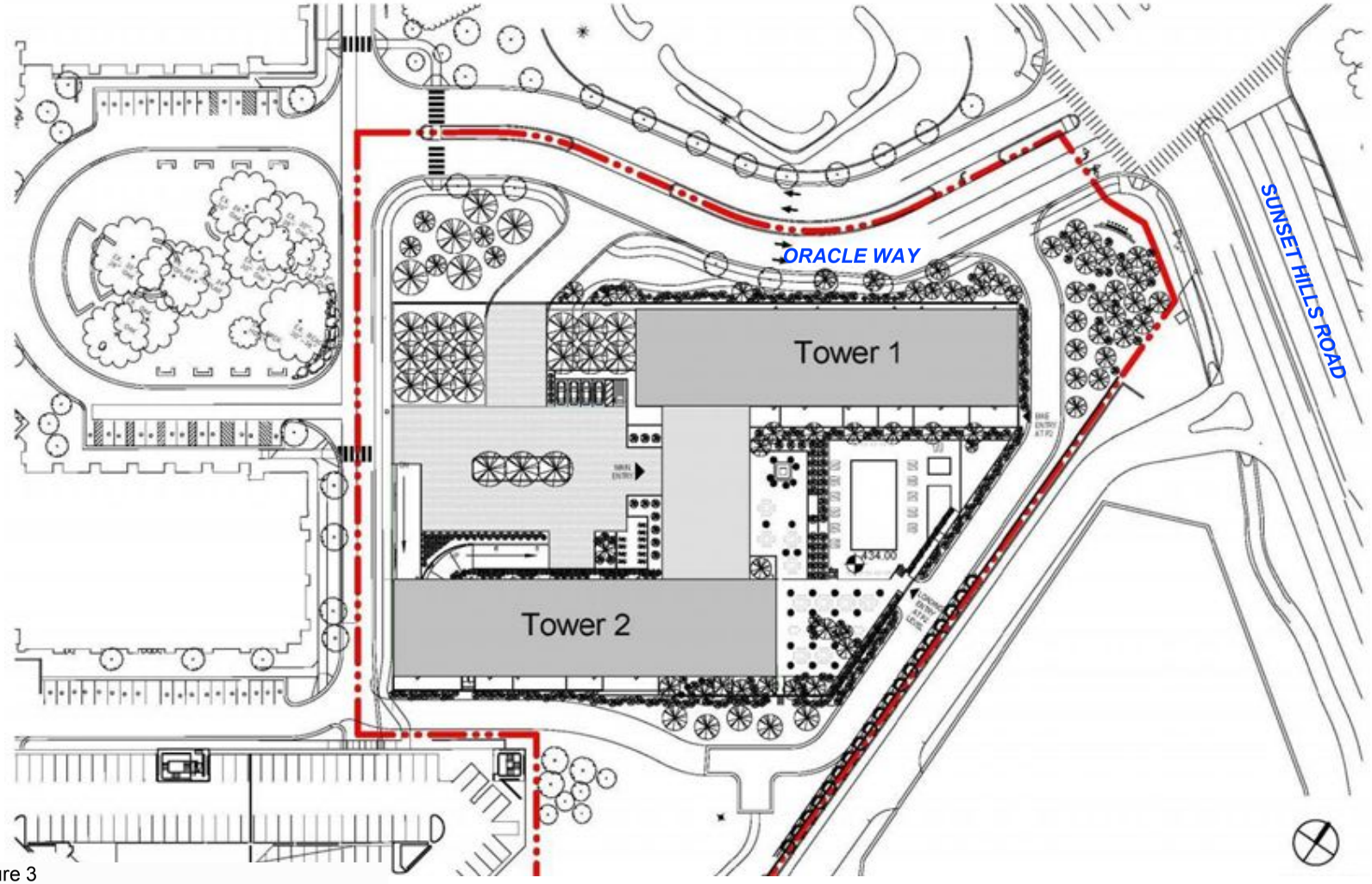


Figure 3
Concept Plan

Reston Excelsior Parc
Fairfax County, Virginia

JCP

subject to arrangements satisfactory to the Director that will ensure the permanent availability of such parking spaces. A copy of the relevant Ordinance text is provided herein as **Attachment III**.

Article 11, Section 11-103 of the Ordinance outlines the parking requirements for multi-family residential uses as follows:

> Dwelling, Multiple Family – "One and six-tenths (1.6) spaces per unit"

Based on a strict application of the Zoning Ordinance, 732 parking spaces would be required to accommodate the parking demand associated with the proposed 457 multi-family DUs.

REQUESTED PARKING REDUCTION

The proposed development would require a minimum of 732 parking spaces to meet a strict application of the Ordinance parking requirements for the project's maximum number of proposed DUs. The Applicant is requesting a 16.4 percent reduction (or up to 120 fewer spaces) than would be required by the Ordinance.

This represents an effective reduction in the minimum required parking rate from 1.6 spaces per DU (Zoning Ordinance requirement) to 1.33 spaces per DU (proposed requirement). Based on 457 dwelling units, a minimum of 612 parking spaces would need to be provided. The basis for such a request is the provision as established in the Ordinance of, "the site's proximity to a mass transit station" (Section 11-102.5). Copies of the relevant Ordinance text are also included in **Attachment III**.

The following sections evaluate the requested parking reduction with respect to this provision.

RESIDENTIAL PARKING REDUCTION ANALYSIS

Provision: Proximity to a Mass Transit

The Fairfax County Zoning Ordinance ("the Ordinance") provides for a reduction in required off-street parking for sites located in proximity to transit. Article 11, Section 11-102.5 states:

> *"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.*"

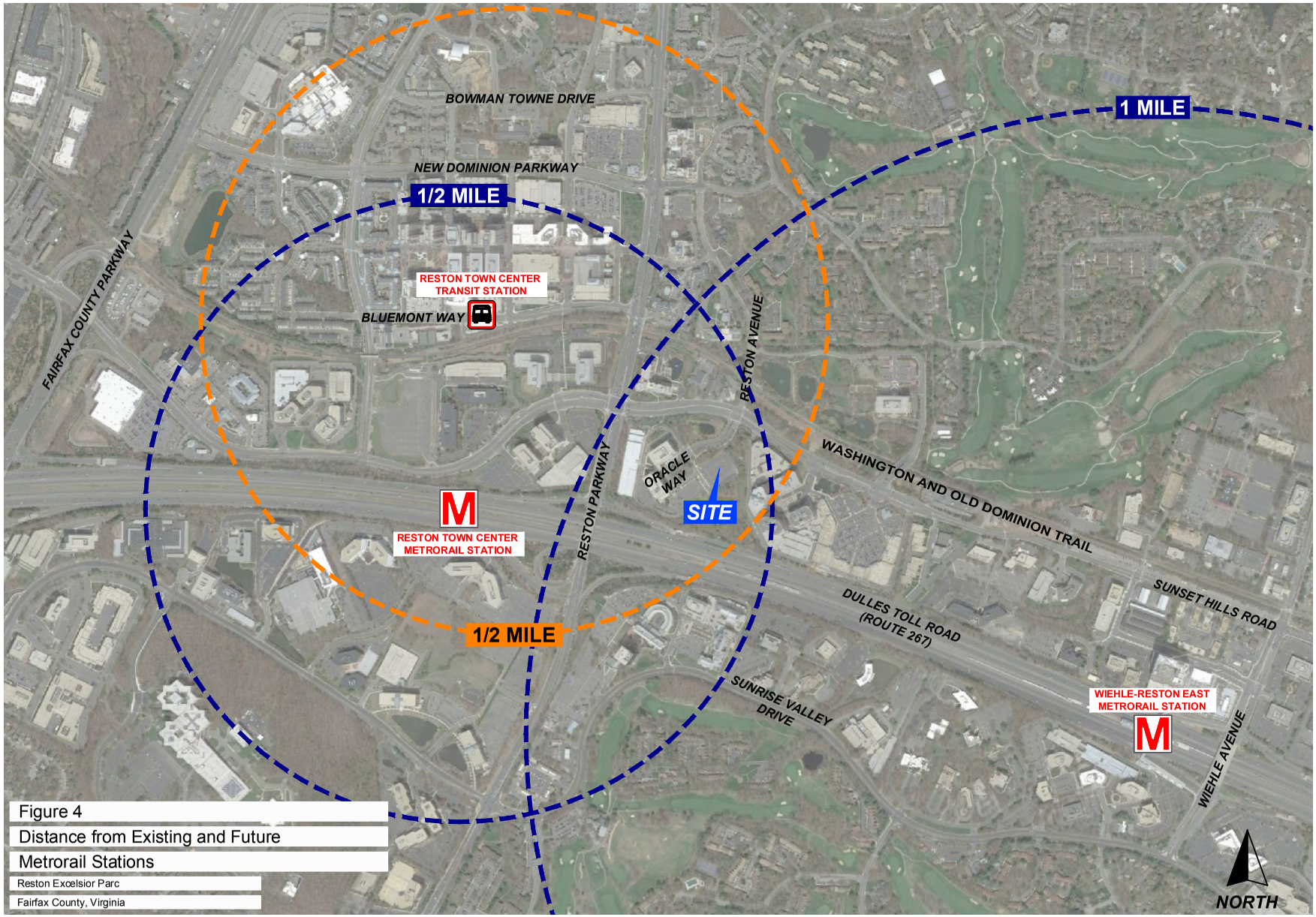
The proposed residential uses would be well served by public transportation both existing and programmed for completion within the general time frame of the subject development. The proposed development is scheduled to be constructed and occupied by the Summer of 2018, while the future Reston Town Center Metrorail station is predicted to be completed and operational by 2020. As shown on Figure 4, the site is within a ½ mile from the future Reston Town Center Metrorail station, within a ½ mile from the existing Reston Town Center Transit Station, and one (1) mile of the existing Wiehle-Reston East Metrorail station (straight line distances). Figure 5 also provides the location of most proximate on-street bus stop and the pedestrian/bicyclist route to the existing and future Metrorail stations and transit hub.

Metrorail Station/Bus Transit Facilities

The nearest existing Metrorail station is the Silver Line Wiehle-Reston East Metrorail station serving as the interim end-of-the line station. The Silver Line connects to the existing Orange Line east of the West Falls Church-VT/UVA Metrorail station. The Silver Line is served by a total of five (5) stations with one (1) at Wiehle Avenue and four (4) serving Tysons.

Pedestrian/bicycle access to the Wiehle-Reston East Metrorail station is provided via sidewalks along Sunset Hills Road and Wiehle Avenue. In addition, the W&OD Trail is located approximately ¼ mile to the north of the Wiehle-Reston East station. Bike parking is provided at the Wiehle-Reston East station via an enclosed, secure facility with a capacity for over 200 bicycles. Additionally, the station serves as a transit hub for multiple bus routes including the following 21 Fairfax Connector bus routes and three (3) Reston Internal Bus System (RIBS) routes. A map showing the existing bus routes serving the area is shown on Figure 6.

- **Fairfax Connector**
  - Reston Town Center – Wiehle (505)
  - Sunset Hills - Sunrise Valley (507)
  - Herndon-Monroe - Glade - South Lakes (551)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BOWMAN TOWNE DRIVE
NEW DOMINION PARKWAY
1/2 MILE
1 MILE
FAIRFAX COUNTY PARKWAY
RESTON TOWN CENTER TRANSIT STATION
BLUEMONT WAY
RESTON AVENUE
RESTON TOWN CENTER METRORAIL STATION
RESTON PARKWAY
ORACLE WAY
SITE
WASHINGTON AND OLD DOMINION TRAIL
SUNSET HILLS ROAD
DULLES TOLL ROAD (ROUTE 267)
1/2 MILE
SUNRISE VALLEY DRIVE
WIEHLE-RESTON EAST METRORAIL STATION
WIEHLE AVENUE
NORTH
Figure 4
Distance from Existing and Future
Metrorail Stations
Reston Excelsior Parc
Fairfax County, Virginia

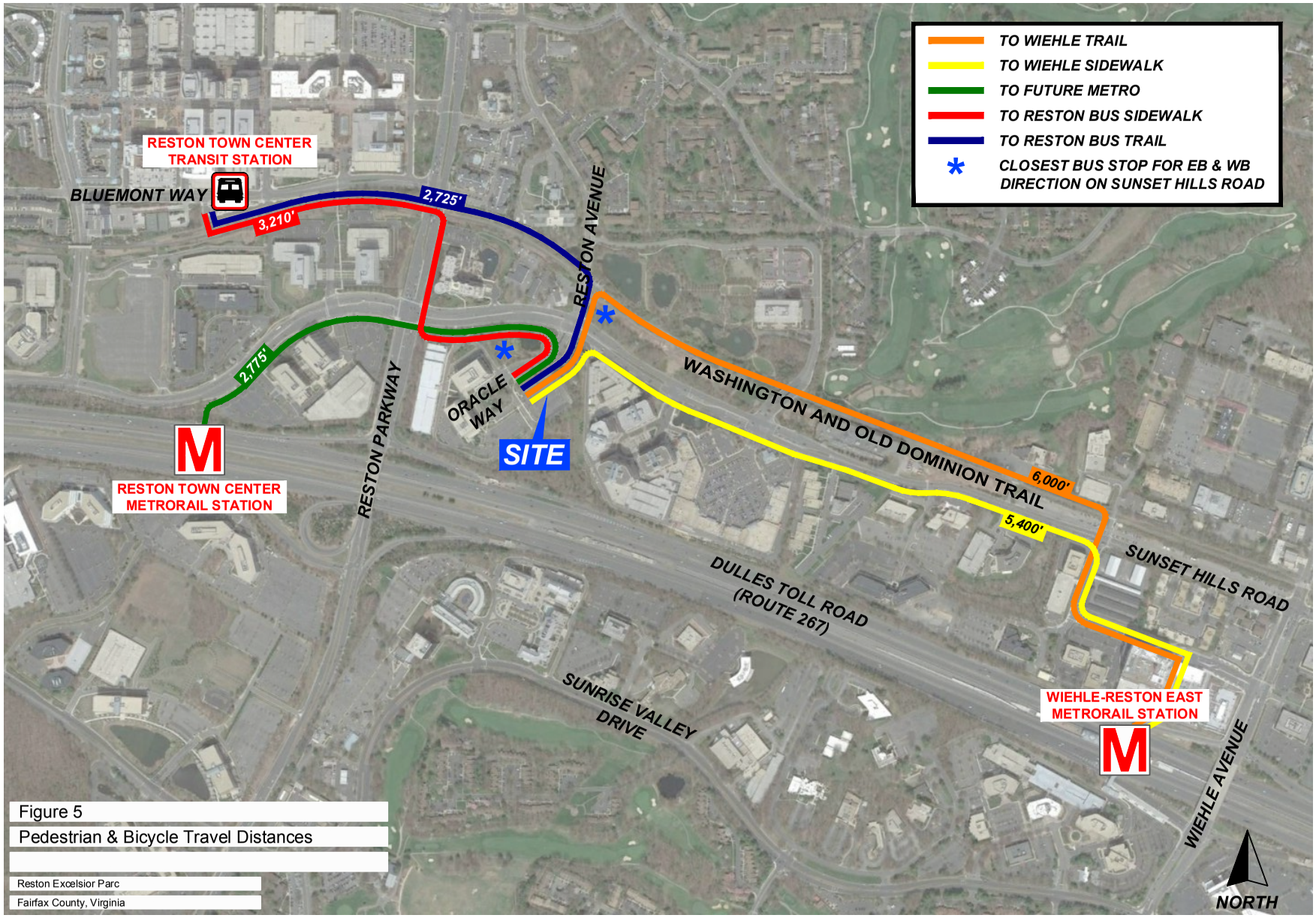

Figure 5

Pedestrian & Bicycle Travel Distances

Reston Excelsior Parc

Fairfax County, Virginia

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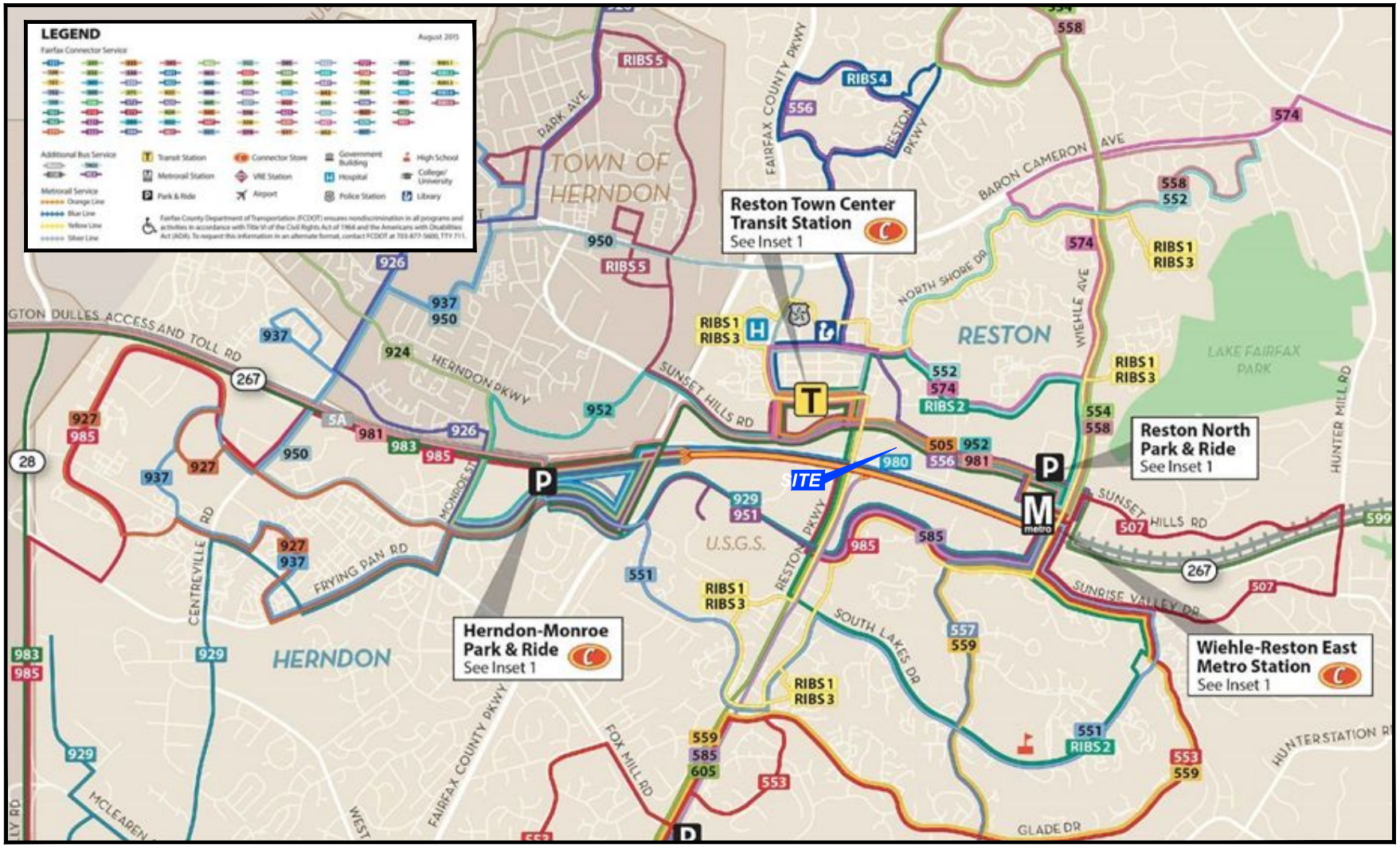

Figure 6
Existing Transit Bus Routes

Reston Excelsior Parc
Fairfax County, Virginia

NORTH

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- Reston North: North Shore - Lake Fairfax (552)
- Reston South - Viking - Pinecrest (553)
- Reston North: Wiehle Avenue - Center Harbor (554)
- Bennington Wood (556)
- Reston South – Soapstone (557)
- Center Harbor - Lake Fairfax (558)
- Reston South - Glade – Soapstone (559)
- Reston South - Franklin Farm (585)
- Herndon Parkway - Dranesville Road (924)
- Worldgate - Dranesville Road (926)
- Centreville Road (929)
- Herndon-Reston (950)
- Sunrise Valley (951)
- Sunset Hills (952)
- Herndon-Monroe (980)
- Dulles Airport – Wiehle (981)
- Dulles Airport - Udvar-Hazy – Wiehle (983)
- Dulles Corner - Wall Road (985)

- **Reston Internal Bus System (RIBS)**
  - Lake Anne - Hunters Woods (RIBS 1)
  - South Lakes Drive (RIBS 2)
  - Hunters Woods - Lake Anne (RIBS 3)

As mentioned previously, the proposed development is located within a ½ mile of the future Reston Town Center Metrorail station which will be located southwest of the site and will be part of the Phase II Silver Line extension that is currently under construction. Ultimately, Phase II will provide a total of six (6) new Metrorail stations along a 23.1 mile Metrorail route extending from the existing Orange Line to Dulles International Airport and then beyond along the Dulles Greenway into Loudoun County, Virginia.

In addition to the existing and future Metrorail stations described above, bus service is currently provided at the Reston Town Center Transit Station. The distance from the site to the Reston Town Center Transit Station is shown on Figures 4 and 5. Located approximately 0.35 mile (straight line distance) northwest of the Reston Excelsior Parc, the Reston Town Center Transit Station serves the following six (6) Fairfax Connector and five (5) Reston Internal Bus System (RIBS) routes:

- **Fairfax Connector**
  - Reston Town Center – Wiehle (505)
  - Reston - Tysons (574)
  - Fair Oaks - Reston (617)
  - Herndon-Reston (950)

- Dulles Airport - Wiehle (981)
- Dulles Airport - Udvar-Hazy – Wiehle (983)

- **Reston Internal Bus System (RIBS)**
  - Lake Anne - Hunters Woods (RIBS 1)
  - South Lakes Drive (RIBS 2)
  - Hunters Woods - Lake Anne (RIBS 3)
  - North Point (RIBS 4)
  - Herndon (RIBS 5)

In the vicinity of the site, bus stops are located on both sides of Sunset Hills Road and Old Reston Avenue. These bus stops serve the following Fairfax Connector routes provide bus service to/from the site area to other existing mass transit facilities, Reston Town Center, and Dulles Airport. Each bus line listed above is described below:

- **Reston Town Center (505)**
  - Weekday Service: 15 to 20 minute peak period headways
  - Saturday Service: 20 to 30 minute headways
  - Sunday Service: 20 to 30 minute headways
  - Connects the site from the Reston Town Center Transit Station to the Wiehle-Reston East Metrorail Station along Sunset Hills Road

- **Bennington Woods (556)**
  - Weekday Service: 20 minute peak period headways
  - Connects the site from north Reston to the Wiehle-Reston East Metrorail Station along Bennington Woods Roads, Fountain Drive, Old Reston Avenue, and Sunset Hills Road.

- **Sunset Hills (952)**
  - Weekday Service: 30 minute peak period headways
  - Connects the site from the Herndon-Monroe Park & Ride to the Wiehle-Reston East Metrorail Station along Monroe Street, Herndon Parkway, and Sunset Hills Road.

- **Dulles Airport - Wiehle-Reston East (981)**
  - Weekday Service: 40 minute headways
  - Saturday Service: 40 minute headways
  - Sunday Service: 40 minute headways
  - Connects the site from Dulles Airport to the Wiehle-Reston East Metrorail Station along the Dulles Toll Road, the Fairfax County Parkway, and Sunset Hills Road.

- **Udvar-Hazy Center - Wiehle-Reston East (983)**
  - Weekday Service: 20 minute headways
  - Saturday Service: 20 minute headways
  - Sunday Service: 20 minute headways
  - Connects the site from the Udvar-Hazy Center and Dulles Airport to the Wiehle-Reston East Metrorail Station along the Dulles Toll Road, the Fairfax County Parkway, and Sunset Hills Road.

Given the proximity of the Reston Town Center Transit Station to the proposed residential development, the convenient bus connections to the existing Wiehle-Reston East Metrorail station and surrounding area, and short walk to the future Reston Town Center Metrorail station; the proposed reduction in the parking spaces would not adversely affect the adjacent office uses on Oracle Way.

Access to Transit Services

As mentioned above and shown on Figure 4, the proposed development is located within one (1) mile (straight line distance) from the Wiehle-Reston East Metrorail Station. The shortest walking/biking route to the Wiehle-Reston East Metrorail station portal is approximately one (1) mile (5,400 feet) in length as measured from the proposed building area, as shown on Figure 5. Connected sidewalks and asphalt trails are provided on the south side of Sunset Hills Road providing a walkable route to the Wiehle-Reston East Metrorail station. While marked crosswalks are not provided at some private driveways, pedestrian access should not be adversely impacted. Additionally, an approximate 6,000 foot route that utilizes the Washington and Old Dominion Trail (W&OD) is shown as an alternative to walking/biking along Sunset Hills Road.

As shown in Figure 5, the walking/biking distance to the existing Reston Town Center Transit Station is approximately ½ mile (2,725 feet) and the walking/biking distance to the future Reston Town Center Metrorail station is also approximately ½ mile (2,775 feet). Pedestrian/bicycle access to these locations is also facilitated by sidewalks or paved trials provided along Sunset Hills Road, Reston Parkway and Bluemont Way. Crosswalks with signalized pedestrian heads are provided at the following nearby signalized intersections:

- Reston Parkway/Bluemont Way (East, West and South legs)
- Sunset Hills Road/Reston Parkway (All legs)
- Sunset Hills Road/Old Reston Avenue (East and South legs)*
- Sunset Hills Road/Plaza America Driveway (East leg)
- Sunset Hills Road/Metro Center Drive (All legs)

**The installation of new pedestrian count down signalized and marked crosswalks are included in the subjects site's development conditions for the west and north legs of the intersection.*

Based on the connected system of pedestrian/bicycle facilities surrounding the site, residents would have convenient access to the transit facilities described herein.

Conditions of Bicycle and Pedestrian Amenities

The five (5) bicycle and pedestrian routes shown on Figure 5 were field verified to evaluate the conditions of travel paths between the site and local transit stations. All five routes provide a continuous, uninterrupted route to their transit destinations from the site's building entrance. Pavement conditions vary from poor to very good, with a few small, existing sections of poor sidewalk conditions along Sunset Hills Road. Sidewalk widths vary from four (4) to six (6) feet for the concrete and asphalt sidewalk sections and from eight (8) to ten (10) feet for the sections of trail. Most approaches of signalized intersections provide pedestrian signal heads, push button activation, accessible ramps, and high visibility marked crosswalks. While all of the routes provide similar quality, it is noted that bicyclists would likely prefer traveling on the W&OD Trail due to its width and pavement quality.

Lighting throughout the routes varies, with the W&OD Trail being predominantly unlit. Roadways do not have pedestrian specific lighting but benefit from the overhead roadway lighting. The trail along the frontage of Plaza America provides pedestrian specific lighting.

Residential Unit Mix

In harmony with the transit-oriented nature of the Reston Excelsior Parc project and taking advantage of existing transit services, the proposed residential units will be marketed toward a demographic inclined to use transit on a regular basis and to own fewer or no vehicles than a typical residential project. The Applicant is intending to provide the following unit type ratios:

- Studio/One (1) Bedroom Units: 212 Units (46.4 percent)
- Two (2) Bedroom Units: 212 Units (46.4 percent)
- Three (3+) Bedroom Units: 33 Units (7.2 percent)

The current zoning ordinance parking requirement of 1.6 spaces per DU does not differentiate based on the number of bedrooms provided. As shown above, the proposed project would provide mostly one or two bedroom units. The Applicant is proposing a parking supply to effectively provide, at a minimum, approximately 1.33 parking spaces per unit. As noted previously up to 30 additional compact spaces, not included in the parking calculation are provided within the garage.

Auto Ownership Based on Census Tract Information

Average auto ownership was determined based on data from the 2014 American Community Survey (ACS) published by the U.S. Census Bureau. 2014 data for the census block encompassing the subject site and the immediate surrounding area indicates that the average auto ownership for rental units in the area was 1.32 vehicles per household. The ACS data is summarized in Table 1.

Table 1
Reston Residential Parking Reduction
2014 American Community Survey Data

Number of Households	**Total**	**Percent**
	1,910	**100%**
Renter Occupied		
No vehicle Available	192	10.1%
1 Vehicle Available	1,040	54.5%
2 Vehicles Available	578	30.3%
3 Vehicles Available	83	4.3%
4 or move Vehicles Available	17	0.8%
Total	**1,910**	**100%**
Average Auto Ownership		**1.32**

The census data results suggest that a parking ratio of 1.33 parking spaces per unit would be adequate to serve the residents' parking needs in the area. It should be noted that most of this data was generally collected before the Phase I of the Silver Line opened in July 2014. It is anticipated that vehicle dependency would likely decline with the future extension of Metro to the west.

Local Experience

Locally, Wells + Associates completed a survey of similar sites in June 2001 to assess the impact of transit proximity on parking demands associated with multifamily projects. The scope of that study was developed in close consultation with staff from the Department of Public Works & Environmental Services (DPW&ES) and the Fairfax County Department of Transportation (FCDOT). Steps undertaken in that study included, but were not limited to the following:

- Nine (9) comparable sites were identified and parking demand counts conducted on a series of typical weekdays and Saturdays
- Demographic data was collected for each of the comparable sites in terms of number and type of units, tenant characteristics, auto ownership, parking spaces provided, availability of off-site parking and local ordinance requirements

- A description of parking controls/operations were provided, if available, for each of the comparable sites

- A review of national and local data sources to determine the impact of mass transit on area parking requirements

Specifically, the data indicated auto ownership at multifamily developments was lower than other types of residential units, especially proximate to transit facilities. The data collected by Wells + Associates in 2001 was supplemented with demographic data from the Development – Related Ridership Survey II prepared for WMATA. Both the Development – Related Ridership Survey II and the 2005 Development – Related Ridership Survey assessed the impact of auto-ownership and metro ridership. Both reports found locating residential units in close proximity to transit services resulted in reduced auto ownership and increased mode splits.

Auto ownership, as measured in the Wells study taken together with the Ridership Survey II data, ranged from a low of 0.25 vehicles per unit to a high of 1.87 vehicles per unit (as measured at Fairfax Towers, a non-TOD product). Average auto ownership was calculated at 1.07 vehicles per unit.

Based on the above average auto ownership rate, the projected number of occupied parking spaces associated with the maximum proposed 457 units at Reston Excelsior Parc would be 489 spaces (1.07 spaces per unit * 457 units) at build out. In addition to auto ownership, parking demand counts were collected at a number of metro and non-metro related sites. Excerpts from the June 2001, Wells study are included as **Attachment IV**.

Recent Reston Approved Parking Reductions

Recently within vicinity of the site a number of projects have been approved with parking ratios below the requirements of Fairfax County. Below is a summary of approved residential parking reductions including their planned parking ratios as shown on Figure 7.

Reston Town Center – Block 4. The planned residential building with 549 DUs was approved with a parking ratio of 1.25 spaces/DU. The building is approximately ¼ mile from the Reston Town Center Transit Station and ½ mile from the future Reston Town Center Metrorail Station.

Parc Reston. The recently constructed residential building with 360 DUs was approved with a parking ratio of 1.32 spaces/DU. This property is located within ½ mile to both the Reston Town Center Transit Center and the proposed Reston Town Center Metro Station, similar to the subject site.

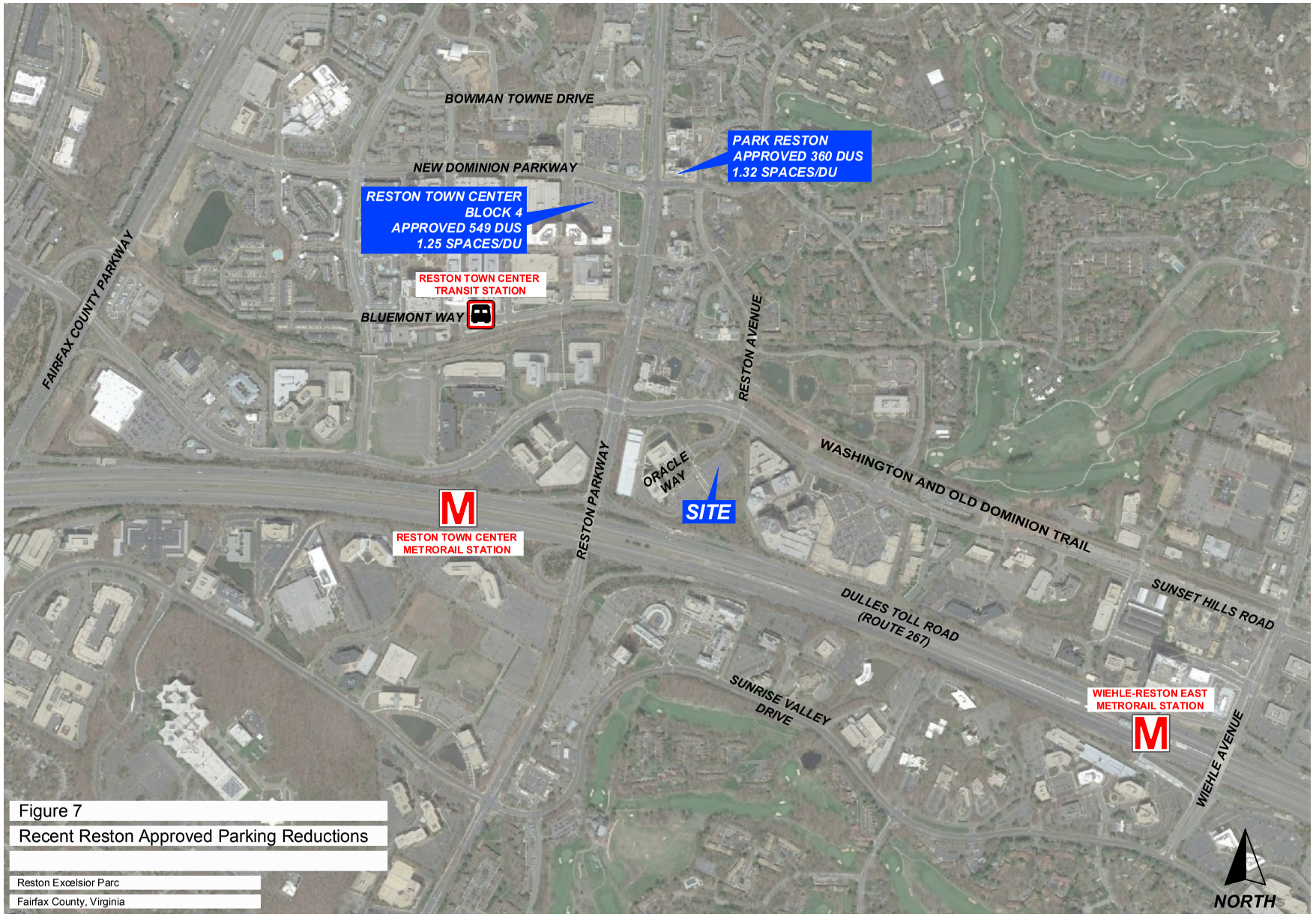


Figure 7

Recent Reston Approved Parking Reductions

Reston Excelsior Parc

Fairfax County, Virginia

O:\PROJECTS\6500-7000\6742 RESTON EXCELSIOR PARC PARKING STUDY\GRAPHICS\6742 - RPT GRAPHICS.DWG JCP

Fairfax County Comprehensive Plan – Reston Transit Areas

In response to the extension of Metrorail, the Fairfax County Board of Supervisors authorized the Reston Master Plan Special Study to review Plan guidance for the Reston area. Additionally, the Reston Master Plan Special Study Task Force was appointed to work with County staff to develop recommendations for the Transit Station Areas. Phase I evaluated areas around the three planned Metrorail Stations while Phase II evaluated residential neighborhoods and commercial areas located within the neighborhoods. Based on recommendations of the study, the Fairfax County Board of Supervisors approved amendments to the Comprehensive Plan on February 11, 2014 for the Phase I and June 2, 2015 for Phase II.

To facilitate the TDM goals, the Plan identifies the need for parking management strategies such as shared parking, paid parking, unbundled parking, and other parking reduction strategies. For development within a half mile of the Metrorail station, a parking plan should be submitted to demonstrate that the appropriate amount of parking is provided. For residential uses, the Plan recommends that the number of bedrooms per unit be accounted for when establishing the amount of parking to supply.

FCDOT: Draft Recommended Parking Requirements for Transit Station Areas

The Fairfax County Department of Transportation initiated a study beginning in 2007 to better evaluate TDM measures with the purpose to reduce peak hour vehicle trips. A component of that effort evaluated parking strategies to establish recommended minimum and maximum parking requirements for (non-Tysons) transit orient developments (TOD). The findings and recommendations of that study were presented in a draft technical report prepared by Cambridge Systematics, Inc. titled "Increasing the Integration of TDM into Land Use and Development Process" dated August 2011. The recommended parking ratios were based on unit type (number of bedrooms) rather than overall number of dwelling units.

As described previously, the subject site is located within the Reston Town Center Transit Station Area and located between ¼ to ½ mile radius from the existing Reston Town Center Transit Station and the future Reston Town Center Metrorail Station. For multi-family DUs located in TOD areas between ¼ and ½ miles from a Metrorail station, the recommendations from the draft Cambridge Systematics study provide for a minimum of 1.1 parking spaces per studio/one-bedroom unit, 1.35 parking spaces per two-bedroom unit, and 1.6 parking spaces per three-bedroom unit. The draft recommendations also recommended a maximum of 1.4 parking spaces per studio/one-bedroom unit, 1.7 parking spaces per two-bedroom unit, and 2.0 parking spaces per three-bedroom unit. A table and bar chart comparison based on these recommendations versus the proposed reduction and the County code

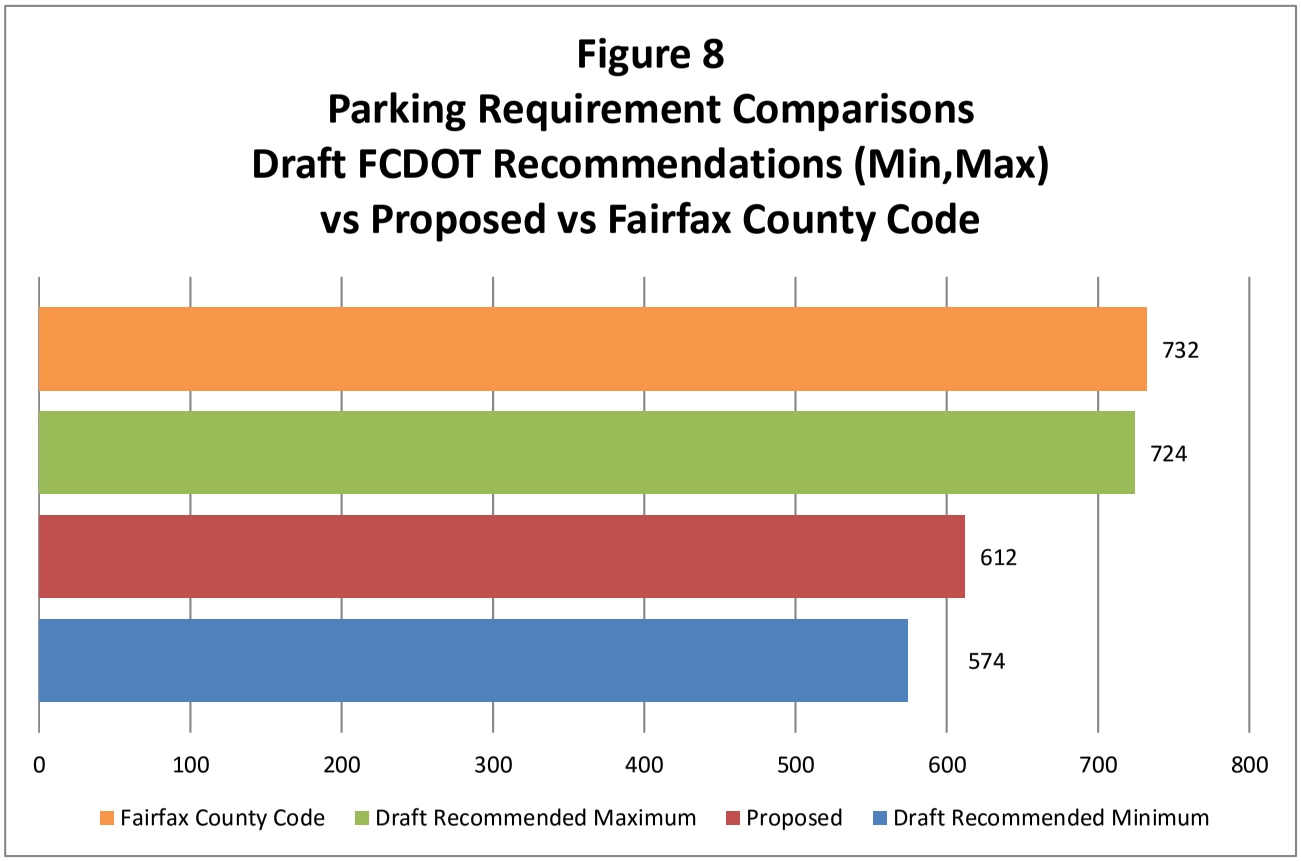
requirement is shown in Table 2 below and on Figure 8. Excerpts from the referenced draft document is included as **Attachment V.**

Table 2
Fairfax County Draft Parking Ratio Comparison for Sites ¼ to ½ Mile from Transit

Dwelling Units	Number of Bedrooms	Non-TOD Parking Ratio	Units by Number of Bedrooms	Parking Spaces
Recommended Minimum Parking Ratios (1)	0-1 Bedroom	1.1	212	234
	2 Bedroom	1.35	212	287
	3+ Bedroom	1.6	33	53
Total (Minimum)			457	**574**
Proposed Parking Ratios	0-1 Bedroom	1.33	212	284
	2 Bedroom	1.33	212	284
	3+ Bedroom	1.33	33	44
Total (Proposed)			457	**612**
Recommended Maximum Parking Ratios (1)	0-1 Bedroom	1.4	212	297
	2 Bedroom	1.7	212	361
	3+ Bedroom	2.0	33	66
Total (Maximum)			457	**724**
County Code Required Parking Ratios (2)	0-1 Bedroom	1.6	212	339
	2 Bedroom	1.6	212	340
	3+ Bedroom	1.6	33	53
Total (County Code)			457	**732**

(1) Based on Fairfax County's DRAFT (non-Tysons) parking requirement recommendations for TOD areas as presented in the "Increasing the Integration of TDM into Land Use and Development Process" dated August 2011 (prepared for Fairfax County Department of Transportation and prepared by Cambridge Systematics, Inc.)
(2) Taken from Fairfax County Zoning Ordinance Parking Requirements

Based on these parking recommendations, the residential parking demand for the maximum proposed multi-family DUs (457 DUs) would range from 574 parking spaces to 724 parking spaces. This would correspond to a parking reduction range of approximately 21.6 percent to 1.1 percent from code requirements. The approximate 1.33 parking spaces/DU (or 16.4 percent reduction) proposed to serve the Project's 457 DUs exceeds the minimum recommended parking requirement by 38 parking spaces and is only 112 parking spaces less than the maximum recommended parking requirement.



* Based on draft recommendations from the "Increasing the Integration of TDM into Land Use and Development Process" (August 2011) prepared for FCDOT, prepared by Cambridge Systematics, Inc.

Visitor Parking

According to ULI, the total residential visitor parking demand is approximately 0.15 spaces per DU. Based on the proposed 457 DUs, approximately 69 residential visitor parking spaces would be required absent any reductions. Assuming the requested 16.4 percent reduction, a total of 58 spaces would be required (69 x .836). It is anticipated the proposed parking supply including compact parking spaces would more than accommodate the estimated visitor demand, and that a minimum of 50 visitor spaces would be clearly marked as reserved.

Transportation Demand Management (TDM)

The governing proffers for the Reston Town Center, including the Reston Excelsior Parc, required the creation and operation of LINK as the overall TDM program for the Town Center area. LINK provides information to residents, employees, and visitors on transportation options available in place of single-occupancy vehicles. Proffers approved specifically for the Reston Excelsior Parc site provide additional requirements for the implementation of Transportation Demand Management (TDM) strategies to reduce vehicle trips, and which would also likely reduce the parking needs for area residents. The strategies proffered for the Reston Excelsior Parc include, but are not limited to, the following:

- Promote the use of mass transit, ride-sharing, and other transportation strategies to reduce vehicle trips during peak hours by distributing flyers and announcements on community bulletin boards;
- Advise tentative/purchasers with the residential development of the existence of LINK and disseminate information available from LINK in residential lease and purchase packages;
- Provide infrastructure permitting internet connections (such as broadband cable or DSL) in a dwelling to facilitate working at home;
- Provide a business center, meeting room and/or similar facilities selected by the applicant for use by residents as a means to encourage telecommuting;
- Provide one (1) Metro Smartcard to each residential unit constructed in Phase IV with an initial balance of at least $25.

Together with the important LINK program, the above TDM elements are likely to assist in reducing the potential for households within the site owning multiple vehicles.

Further, FCDOT has developed TDM guidelines for prospective developments to follow. This document speaks specifically to limiting the parking supply, pricing and unbundled parking for residential and office space, incorporating parking permit controls to ensure a convenient supply of appropriate parking, and preferential parking for high occupancy vehicles (HOV). These are several parking management techniques aimed to reduce vehicle trips through alternative mode choices and reducing the minimum parking requirements for uses located within TOD Districts and Non-TOD areas just outside the ½ mile radius from future rail.

Nearby Neighborhood Amenities

Numerous amenities are located in the immediate vicinity of the Reston Excelsior Parc site reducing the need for residents to own an automobile. The Plaza America shopping center is located immediately east of the site while Reston Town Center is located approximately ½ mile northwest of the site. Specifically, the following amenities and uses are provided near the site:

- A grocery store
- Restaurants ranging from quick service to sit-down
- Gym/fitness facilities
- Pharmacy/drug Store
- Banks/ATMs
- Coffee shops
- Shops and other general retail uses

In order to provide an assessment of the site's access to pedestrian facilities and nearby amenities, the Walk Score was calculated for the site and is included in **Attachment VI**. The Walk Score is an analysis provided by the website www.walkscore.com and provides scores from 0 (worst) to 100 (best) for walkability. Based on its location, the subject site received a walkability score of 73 which was classified as "Very Walkable – Most errands can be accomplished on foot".

Age Restricted Housing

In the event that part or all of the mix of units would be age restricted, it is expected that the parking demand to serve the proposed units would decline further. Based on the Institute of Transportation Engineers (ITE) Parking Generation, 4th Edition, Senior Adult Housing (or Age Restricted Housing) would require 0.59 spaces per unit during an average peak hour, and 0.66 spaces per unit for the 85th percentile conditions. These rates are significantly less than the code requirement of 1.6 spaces per unit required by Fairfax County the proposed parking ratio of 1.33 spaces per

unit. Therefore, for purposes of this analysis and in the interest of conservatism, the residential demand was calculated assuming standard residential units. A copy of the ITE data for age-restricted residential units is provided in **Attachment VII**.

BASIS FOR THE PARKING REDUCTION REQUEST (Z.O. 11-102.5)

The following summarizes the basis for the parking reduction request:

- The site is located within a ½ mile of the future Reston Town Center Metrorail station, ½ mile of the existing Reston Town Center Transit Station, and one (1) mile of the Wiehle-Reston East Metrorail station (straight line distance).
- The site is served by existing established Fairfax Connector and RIBS bus routes along Sunset Hills Road and at the nearby Metrorail and transit stations.
- The pedestrian/bicycle infrastructure existing in the vicinity of the site provides relatively direct walking/biking routes to/from transit and area amenities. The approximate walking/biking distances to the Wiehle-Reston Metrorail station, Reston Town Center Transit Station, and future Reston Town Center Metrorail station are approximately 5,400 feet, 2,725 feet, and 2,775 feet, respectively.
- The majority (approximately 93 percent) of the proposed standard dwelling units would be one and two bedroom models.
- 2014 census tract information and local experience for sites in the vicinity of mass transit facilities supports fewer vehicles per household than current code requirements.
- The proffers include a TDM plan that would include elements to help reduce the number of household vehicles.
- The proximity to neighborhood amenities would allow residents convenient alternatives to driving.
- The methodologies and recommendations of the parking study are consistent with the guidance provided in the Comprehensive Plan.

IMPACT TO ADJACENT PROPERTIES (Z.O. 11-102.5)

The proposed residential project is located in proximity to the existing Wiehle-Reston East Metrorail and Reston Town Center Transit stations as well as various bus routes. The proposed site will predominantly offer one and two bedroom units whose parking supply will be provided through structured parking. The project is anticipated to attract one (1) and no-car individuals and families based on its TDM program and proximity to mass transit. The project has TDM proffers that will

reduce the need for vehicle ownership. Additionally, numerous nearby neighborhood amenities would allow residents to conduct daily errands without the use of an automobile. Additionally, up to 30 compact parking spaces will be provided to accommodate overflow parking and were not counted towards the code conformance. The adjacent parcel consists of the office portion of the complex which is parked to code and is not anticipated to be affected by the parking reduction request. In summary, if the parking reduction request were granted, there would be no impact on the site or surrounding areas.

CONCLUSIONS

Based on the documentation provided herein, the following can be concluded:

1. Under a strict application of the Zoning Ordinance, 732 parking spaces would be required to accommodate the proposed 457 multi-family dwelling units and their visitors.

2. Based on the proximity to transit, the **Applicant requests a residential parking reduction of approximately 16.4 percent from the 732 spaces (1.6 per DU) as required by the County's Zoning ordinance to 612 spaces (1.33 per DU) resulting in a total reduction of 120 parking spaces is hereby requested.** This parking reduction request applies only to the 457 residential units proposed and would not include the adjacent office development.

3. The proposed site would include up to 30 compact parking spaces not counted towards code requirements that would be used to accommodate overflow and visitor parking.

4. The location of the site is approximately ½ mile from the future Reston Town Center Metrorail station, ½ mile from the existing Reston Town Center Transit Station, and one (1) miles of the Wiehle-Reston East Metrorail station as well as multiple Fairfax Connector and RIBS bus routes.

5. The proposed 457 multi-family residential DUs would generally consist of approximately 46.4% one-bedroom DUs, approximately 46.4% two-bedroom DUs, and approximately 7.2% three-bedroom DUs with minor modifications based on final design. The ultimate mix of units will be determined at the time of site plan submission and is to allow minor potential changes that would not reduce the parking ratio below the requested 1.33 parking spaces per DU.

6. Census tract data from 2014 shows an average auto ownership of 1.32 vehicles per unit suggesting that the proposed parking supply would adequately serve residents.

7. Several elements of the TDM program would also benefit the proposed residential multi-family dwelling units and assist in encouraging use of modes other than the automobile. The proffered TDM program complements the site's proximity to mass transit and reduces residential parking needs while supporting County goals to reduce those peak hour vehicle trips.

8. The proximity of neighborhood amenities would allow residents the conduct daily errands without driving, reducing the need for auto ownership.

9. The proposed residential parking reduction is consistent with the recommendations outlined in the Comprehensive Plan.

RECOMMENDATIONS

It is requested the Board approve a parking reduction of 16.4 percent for Reston Excelsior Parc multi-family residential project pursuant to Paragraph 5, Section 11-102 of the Zoning Ordinance, based on an analysis of the parking requirements for the use on the site presented herein.

The following conditions are recommended with the subject request:

1. A minimum of 612 parking spaces (or 1.33 parking spaces per unit) must be maintained on site at all times for the residential uses.

2. The residential uses permitted per this parking reduction are a maximum of 457 multi-family dwelling units. Any other uses must be parked at Code and these uses must not exceed the approved floor area ratio.

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

4. Implementation of existing or approved TDM strategies and other transportation related development conditions.

5. The current owners, their successors or assigns of the parcels identified as Fairfax County 2016 Tax Map Parcels 17-4 ((1)) 7B, the subject of PRC 86-C-121-3, 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 being requested, the Board may rescind this parking reduction

or require alternative measures to satisfy parking needs which may include requiring all uses to comply with the full parking space requirements as specified in Article 11 of the Zoning Ordinance.

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

7. All parking provided shall be in accordance with the applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the Americans with Disabilities Act (ADA).

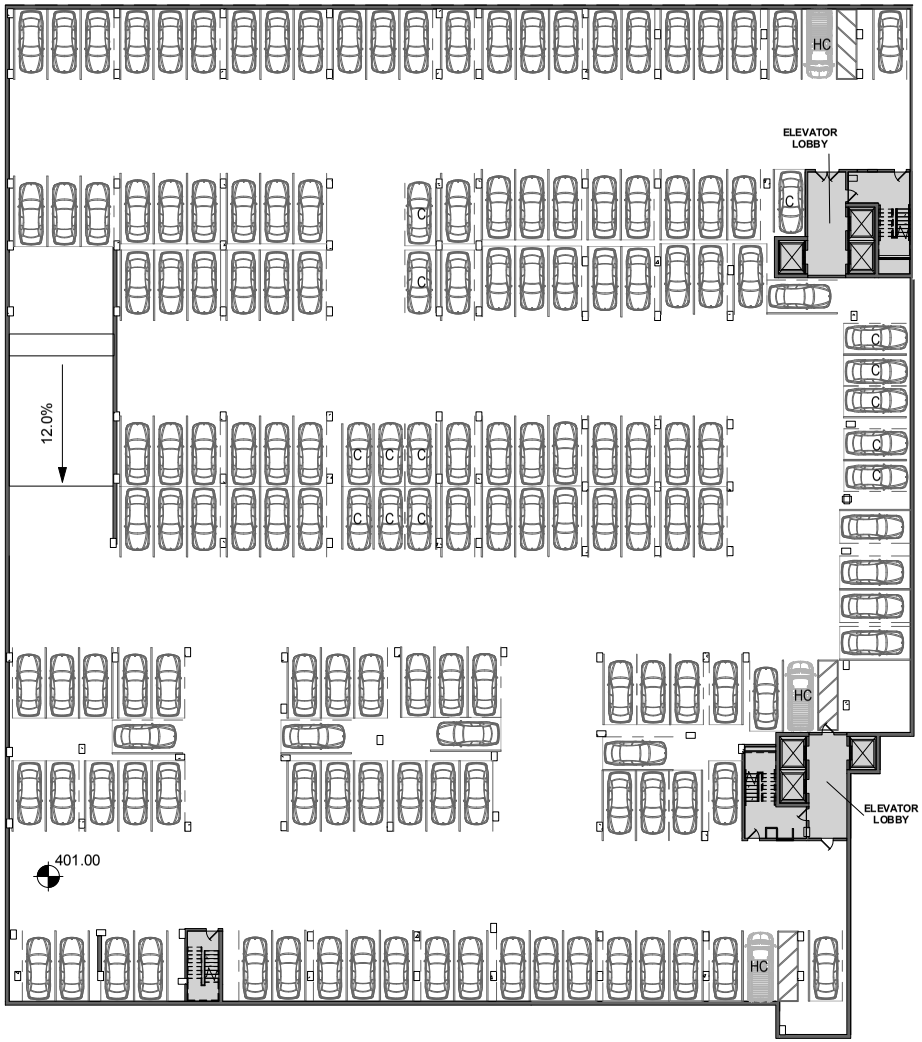
8. The conditions of approval of this parking reduction shall be recorded in the Fairfax County land records in a form acceptable to the County Attorney.

9. Unless an extension has been approved by the Board, this parking reduction shall expire without notice 6 months from the date of Board approval if recommended Condition #9 has not been satisfied.

Questions regarding this document should be directed to Wells + Associates, Inc.

O:\Projects\6500-7000\6742 Reston Excelsior Parc Parking Study\Documents\Reston Excelsior Parc - Parking Reduction Study (W+A 6.14.16).docx

Attachment 2



01 GROUND	Parking Space	7
01 GROUND	Parking Space - ADA	1
		8
P1	Parking Space	219
P1	Parking Space - ADA	8
P1	Parking Space compact	7
		234
P2	Parking Space	225
P2	Parking Space - ADA	6
P2	Parking Space compact	9
		240
P3	Parking Space	143
P3	Parking Space - ADA	3
P3	Parking Space compact	14
		160
Grand total: 642		642

Parking Level P3

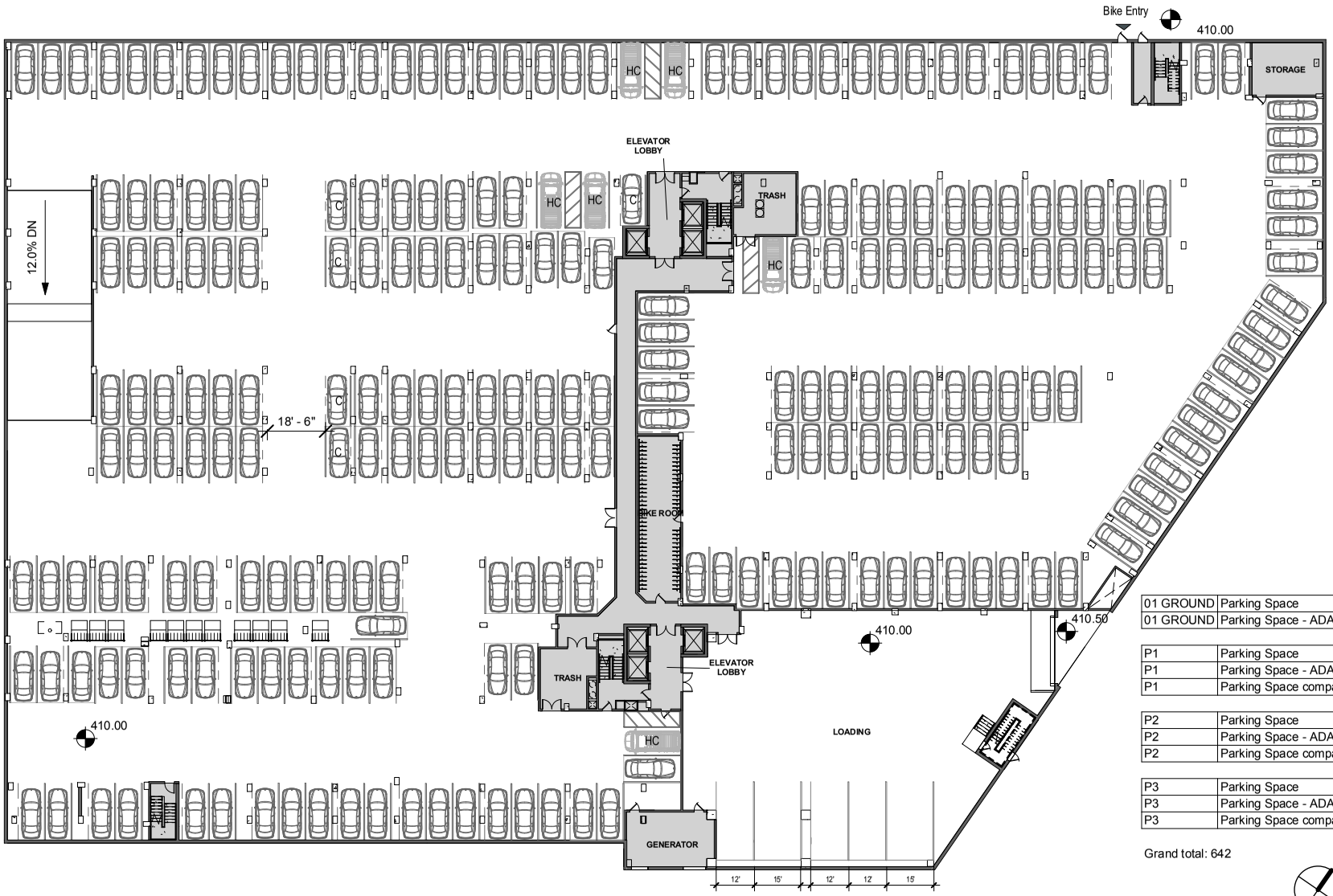
SCALE: 1" = 30'-0"

4/15/16

GREYSTAR

Reston Excelsior Parc - 181

R2L:ARCHITECTS



01 GROUND	Parking Space	7
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P1	Parking Space	219
P1	Parking Space - ADA	8
P1	Parking Space compact	7
		234
P2	Parking Space	225
P2	Parking Space - ADA	6
P2	Parking Space compact	9
		240
P3	Parking Space	143
P3	Parking Space - ADA	3
P3	Parking Space compact	14
		160
Grand total: 642		642

Parking Level P2

SCALE: 1" = 30'-0"

4/15/16

GREYSTAR

Reston Excelsior Parc - 182

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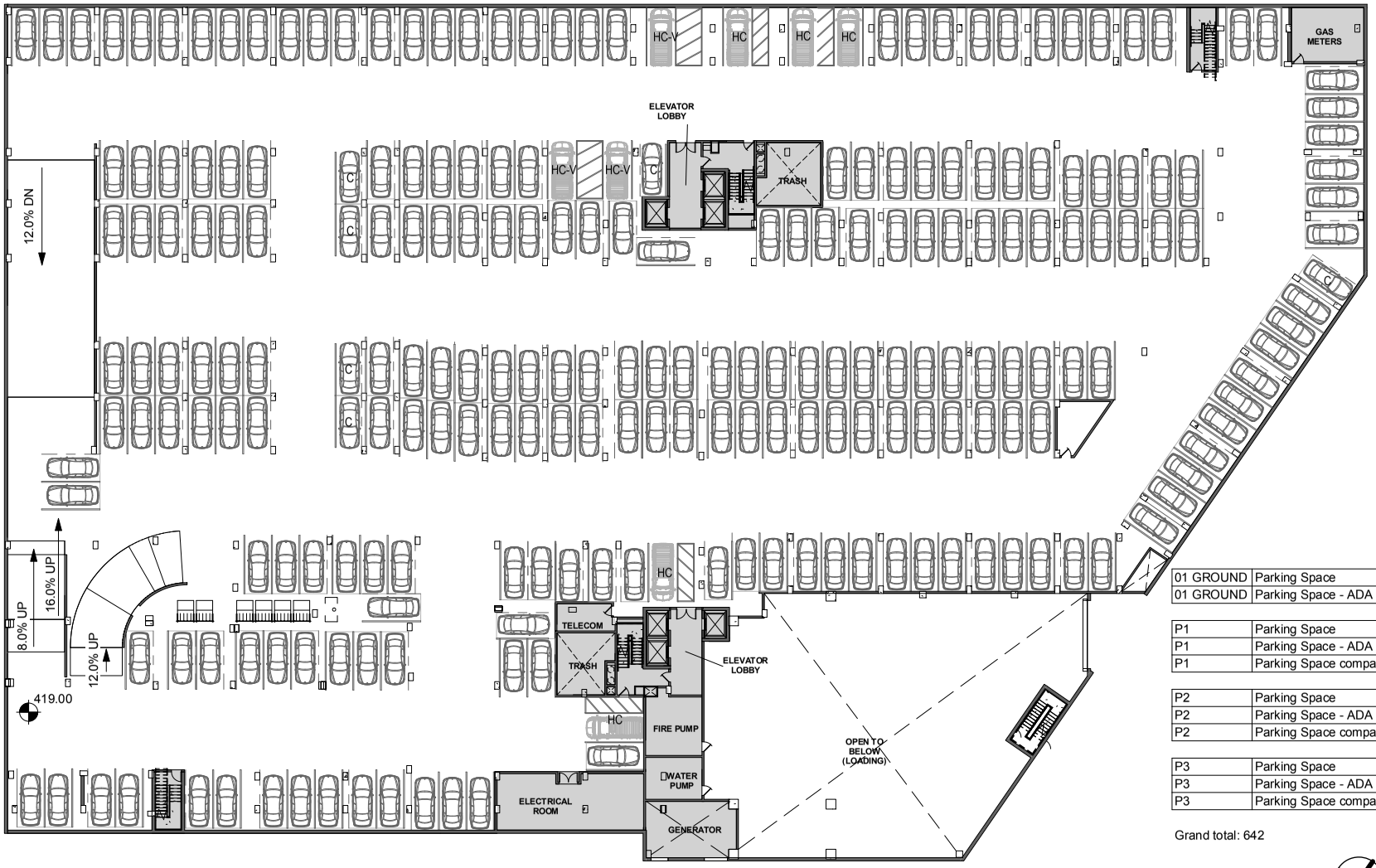


01 GROUND	Parking Space	7
01 GROUND	Parking Space - ADA	1
		8
P1	Parking Space	219
P1	Parking Space - ADA	8
P1	Parking Space compact	7
		234
P2	Parking Space	225
P2	Parking Space - ADA	6
P2	Parking Space compact	9
		240
P3	Parking Space	143
P3	Parking Space - ADA	3
P3	Parking Space compact	14
		160
Grand total: 642		642

SCALE: 1" = 30'-0"

Parking Level P1

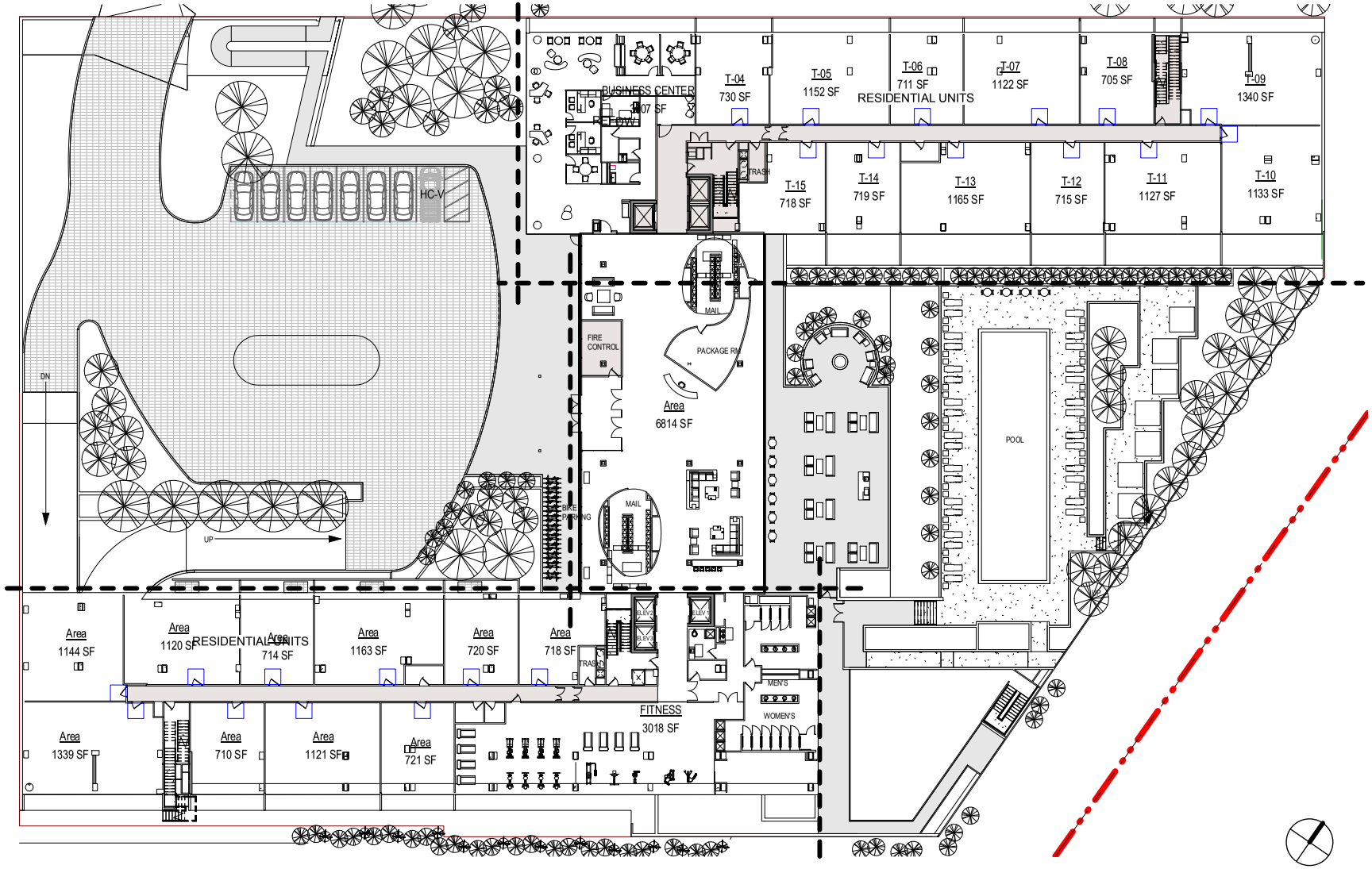
4/15/16

GREYSTAR

Reston Excelsior Parc -

183

R2L:ARCHITECTS



Ground Floor Plan

SCALE: 1" = 30'-0"

4/15/16

GREYSTAR

Reston Excelsior Parc -

184

R2L:ARCHITECTS

Board Agenda Item
July 26, 2016

ACTION – 2

Approval of Standard Maintenance Agreements for Stormwater Management Facilities

ISSUE:
Board of Supervisors approval of standard maintenance agreements for privately owned and maintained stormwater management facilities constructed during the land development process.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached standard maintenance agreements for stormwater management facilities.

TIMING:
Board action is requested on July 26, 2016.

BACKGROUND:
Stormwater management facilities are constructed during the land development process to meet requirements of the Chesapeake Bay Preservation Ordinance, the Subdivision Ordinance, the Site Plan provisions of the Zoning Ordinance, the Stormwater Management Ordinance, and proffers and conditions of various types of zoning approvals. Landowners who construct facilities that are to be privately owned and maintained are required to sign an agreement with the County to ensure adequate maintenance and proper functioning of such facilities. The Stormwater Management Ordinance adopted by the Board on January 28, 2014, (effective July 1, 2014), lists specific requirements to be included in maintenance agreements as mandated under the Virginia Stormwater Management Regulations (9VAC25-870 *et seq.*). The maintenance agreement currently in use for privately owned and maintained facilities needs to be updated to include all the new requirements contained in the Stormwater Management Ordinance.

The retitled and revised private Maintenance Agreement for Stormwater Management Facilities is materially different from the Stormwater Management Agreement now in use in that it requires an annual reporting of the landowner's inspection and maintenance activities to the County and enables the County to place a lien on a property should the landowner fail to reimburse the County for any maintenance, repair or reconstruction costs incurred as required by § 124-4-10.4 and § 124-4-10.8

respectively of the Stormwater Management Ordinance due to the landowner's failure to do any required maintenance, repairs, or reconstruction of the facility. The other requirements for maintenance agreements listed in the Stormwater Management Ordinance are included in the current agreement and are carried forward to the new maintenance agreement. Each type of stormwater management facility has unique inspection, maintenance and reporting requirements. These requirements will be included in the construction plan and/or in an attachment to the agreement prior to execution and recordation.

A second similar maintenance agreement is needed for privately owned and maintained facilities located in the dedicated right-of-way of secondary streets, allowed in the Tysons area under a Memorandum of Understanding (MOU) between the Virginia Department of Transportation (VDOT) and the County. This agreement differs from the agreement for privately owned and maintained facilities on private property in that it recognizes that notification and permits from both VDOT and the County may be required before inspection, maintenance, and repair activities commence in the right-of-way and that permitted activities may be approved with conditions.

The revised maintenance agreement language will enhance the County's ability to ensure long-term maintenance of stormwater management facilities in accordance with the requirements of the Stormwater Management Ordinance and the County's Municipal Separate Storm Sewer System Permit.

FISCAL IMPACT:
No impact.

ENCLOSED DOCUMENTS:
Attachment 1: Maintenance Agreement for Stormwater Management Facilities located on Private Property
Attachment 2: Maintenance Agreement for Stormwater Management Facilities located in a Public Right-of-Way

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

Attachment 1

District: _____



Tax Map: _____

MAINTENANCE AGREEMENT
for
STORMWATER MANAGEMENT FACILITIES
(located on private property)

THIS AGREEMENT, made this _____ day of _____, _____, by and between _____

_____
Insert Full Name of Owner(s)

hereinafter called "Landowner", and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "County":

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property, more particularly described as

_____
Insert Legal Description of Property

_____

_____

_____ _____
Plan Name Tax Map Number

as recorded by Deed in the land records of Fairfax County, Virginia, in Deed Book _____ at Page_____, hereinafter called the "Property"; and

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, Site/Subdivision/Grading Plan Number _____-_____-_____ hereinafter called the "Plan" which is expressly made a part hereof, as approved or to be approved by the County, provides for management of stormwater within the confines of the Property; and

WHEREAS, the County and the Landowner agree that the health, safety, and welfare of the residents of Fairfax County, Virginia, require that on-site stormwater quantity and/or quality control facilities, hereinafter called stormwater management facilities, be constructed and maintained on the Property; and

WHEREAS, the County, through the implementation of its Stormwater Management Ordinance and the execution of its Municipal Separate Storm Sewer System Permit, requires the Landowner to ensure that the on-site stormwater management facilities will operate as shown on the Plan; and

WHEREAS, the County desires the ability to inspect the on-site stormwater management facilities shown on the Plan, be able to maintain, repair and replace the facilities should the Landowner fail do to so and be able to recover the expense of any necessary maintenance, repair or reconstruction undertaken.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner in accordance with the design and specifications identified in the Plan.

2. The Landowner shall maintain the stormwater management facilities as shown on the Plan in good working order acceptable to the County and in accordance with the specific maintenance requirements noted on the Plan and/or attached hereto as Attachment A.

3. The Landowner shall inspect the stormwater management facilities in accordance with the inspection qualifications, frequency, and reporting requirements noted on the Plan and/or Attachment A. The purpose of the inspection is to verify that each stormwater management facility and system is being properly maintained, is continuing to perform in accordance with the approved design, and conforms to the Plan and applicable codes. Deficiencies shall be noted in the inspection report. If deficiencies are noted, they shall be promptly corrected, repaired, or replaced by the Landowner.

4. The Landowner shall provide a copy of the inspection and maintenance report of the stormwater management facilities to the County as described on the Plan and/or Attachment A within one year of the date of this Agreement or within one year of the date of bond release of the Plan for bonded plans and annually thereafter.

5. The Landowner hereby grants permission to the County, or its authorized agents and employees, to enter upon the Property at reasonable times and in a reasonable manner to inspect, operate, install, construct, reconstruct, maintain, or repair the stormwater management facilities whenever the County deems necessary. Whenever reasonably possible, the County shall attempt to notify the Landowner prior to the inspection. Any notice to the Landowner under this Agreement shall be deemed to have been properly sent when personally delivered or sent first-class U.S. mail to the address of said Landowner as displayed in the County's real property tax assessment records or, alternatively, when notified by electronic mail provided that an acknowledgement of receipt is returned by the Landowner. To avoid imminent endangerment to human health or the environment, any notice to the Landowner shall be deemed waived and the County, or its authorized agents and employees, may immediately begin the required maintenance, operation, construction, reconstruction, and/or repair work.

6. The County shall provide to the Landowner copies of the County's inspection results and of any directive from the County outlining any necessary repairs or maintenance required to the stormwater management facilities including a date by which such necessary repairs or maintenance shall be completed.

7. In the event the Landowner fails to maintain the stormwater management facilities in good working order acceptable to the County and in accordance with the specific maintenance requirements noted on the Plan and/or Attachment A, or as noted in inspection results as set forth in Paragraph 6 above, the County may take whatever steps it deems necessary to maintain said stormwater management facilities. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Property of the Landowner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities and in no event shall this Agreement be construed to impose any such obligation on the County.

8. In the event the County, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the County upon demand within ten (10) days of receipt of an invoice thereof for all costs incurred by the County hereunder. If the Landowner fails to reimburse the County within sixty (60) days after the receipt of the County's demand for payment, such amount shall be recorded as a lien against the Landowner in the records of Fairfax County, Virginia, and/or the County may also proceed to collect amounts due in any manner not prohibited by law.

9. It is the intent of this Agreement to ensure the proper maintenance of on-site stormwater management facilities by the Landowner provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.

10. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold harmless the County and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner or the County.

11. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any

judgment or claims against the County, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

12. This Agreement shall be recorded among the land records of Fairfax County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed under seal on their behalf.

_____	_____
Landowner	Landowner
By: _____	_____
Signature	Signature
_____	_____
(Print or type name and title)	(Print or type name and title)

Address: (type or print) _____

_____

STATE OF _____

COUNTY/CITY OF _____

I, _____, Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ _____ whose name(s) is (are) signed to the foregoing Agreement, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____ _____
Notary Public

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Director, Land Development Services
Department of Public Works and Environmental Services

COMMONWEALTH OF VIRGINIA:

COUNTY OF FAIRFAX:

This _____ day of _____, _____, appeared before me in my State and County aforesaid, _____ Director, Land Development Services, Department of Public Works and Environmental Services, and acknowledged signature.

My commission expires: _____ _____
NOTARY PUBLIC

Approved as to form:

_____
Office of the County Attorney

District: _____ Tax Map: _____

MAINTENANCE AGREEMENT
for
STORMWATER MANAGEMENT FACILITIES
(located in a public right-of-way)

THIS AGREEMENT, made this _____ day of _____, _____, by and between _____

_____
Insert Full Name of Owner(s)

hereinafter called "Landowner", and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "County":

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property, more particularly described as

_____
Insert Legal Description of Property

_____

_____

_____ _____
Plan Name Tax Map Number

as recorded by Deed in the land records of Fairfax County, Virginia, in Deed Book _____ at Page_____, hereinafter called the "Property"; and

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, Site/Subdivision/Grading Plan Number _____-_____-_____ hereinafter called the "Plan" which is expressly made a part hereof, as approved or to be approved by the County, provides for management of stormwater flowing from the Property to the public right-of-way; and

WHEREAS, the County and the Landowner agree that the health, safety, and welfare of the residents of Fairfax County, Virginia, require that stormwater quantity and/or quality control facilities, hereinafter called stormwater management facilities, be constructed and maintained within the public right-of-way; and

WHEREAS, the County, in order to implement its Virginia Stormwater Management Program and Municipal Separate Storm Sewer System Permit Program Plan and in accordance with its adopted Stormwater Management Ordinance, requires the Landowner to ensure that the stormwater management facilities within the public right-of-way will be adequately maintained and operate as shown on the Plan; and

WHEREAS, the County must be able to inspect the stormwater management facilities shown on the Plan and desires to be able to maintain, repair and replace the facilities should the Landowner fail do to so and recover the expense of any necessary maintenance, repair or reconstruction undertaken; and

WHEREAS, the Landowner shall be subject to any requirements to notify the County and/or the Virginia Department of Transportation, hereinafter called "VDOT", to secure applicable permits prior to performing work within public right-of-way, to comply with any conditions of said permit(s) and to employ measures necessary to protect the health, safety, and welfare of persons using the public right-of-way as prescribed by the County, VDOT and/or their authorized agents and employees.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The stormwater management facilities shall be constructed by the Landowner in accordance with the design and specifications identified in the Plan as well as any applicable conditions of a permit to work within the public right-of-way issued by VDOT and/or the County.

2. The Landowner shall maintain the stormwater management facilities as shown on the Plan in good working order acceptable to the County and in accordance with the specific maintenance requirements noted on the Plan and/or attached hereto as Attachment A.

3. The Landowner shall inspect the stormwater management facilities in accordance with the inspection qualifications, frequency, and reporting requirements noted on the Plan and/or Attachment A. The purpose of the inspection is to verify that each stormwater management facility and system is being properly maintained, is continuing to perform in accordance with the approved design, and conforms to the Plan and applicable codes. Deficiencies shall be noted in the inspection report. If deficiencies are noted, they shall be promptly corrected, repaired, or replaced by the Landowner.

4. The Landowner shall provide a copy of the inspection and maintenance report of the stormwater management facilities to the County as described on the Plan and/or Attachment A within one year of the date of this Agreement or within one year of the date of bond release of the Plan for bonded plans and annually thereafter.

5. The Landowner hereby grants permission to the County, or its authorized agents and employees, to enter upon the Property at reasonable times and in a reasonable manner should access to the Property be necessary to inspect, operate, install, construct, reconstruct, maintain, or repair the stormwater management facilities within the public right-of-way whenever the County deems necessary. Whenever reasonably possible, the County shall attempt to notify the Landowner prior to the inspection. Any notice to the Landowner under this Agreement shall be deemed to have been properly sent when personally delivered or sent first-class U.S. mail to the address of said Landowner as displayed in the County's real property tax assessment records or, alternatively, when notified by electronic mail provided that an acknowledgement of receipt is returned by the Landowner. To avoid imminent endangerment to human health or the environment, any notice to the Landowner shall be deemed waived and the County, or its authorized agents and employees, may immediately begin the required maintenance, operation, construction, reconstruction, and/or repair work.

6. The County shall provide to the Landowner copies of the County's inspection results and of any directive from the County outlining any necessary repairs or maintenance required to the stormwater management facilities including a date by which such necessary repairs or maintenance shall be completed.

7. In the event the Landowner fails to maintain the stormwater management facilities in good working order acceptable to the County and in accordance with the specific maintenance requirements noted on the Plan and/or Attachment A, or as noted in inspection results as set forth in Paragraph 6 above, the County may take whatever steps it deems necessary to maintain said stormwater management facilities. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Property of the Landowner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities and in no event shall this Agreement be construed to impose any such obligation on the County.

8. In the event the County, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the County upon demand within ten (10) days of receipt of an invoice thereof for all costs incurred by the County hereunder. If the Landowner fails to reimburse the County within sixty (60) days after the receipt of the County's demand for payment, such amount shall be recorded as a lien against the Landowner in the records of Fairfax County, Virginia, and/or the County may also proceed to collect amounts due in any manner not prohibited by law.

9. It is the intent of this Agreement to ensure the proper maintenance of stormwater management facilities by the Landowner provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.

10. The Landowner, its executors, administrators, assigns, and any other successors in interest~~,~~ shall indemnify and hold harmless the County and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner or the County.

11. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the County, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

13. This Agreement shall be recorded among the land records of Fairfax County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed under seal on their behalf.

_____	_____
Landowner	Landowner
By: _____	_____
Signature	Signature
_____	_____
(Print or type name and title)	(Print or type name and title)

Address: (type or print) _____

_____

STATE OF _____

COUNTY/CITY OF _____

I, _____, Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ _____ whose name(s) is (are) signed to the foregoing Agreement, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____ _____
Notary Public

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Director, Land Development Services
Department of Public Works and Environmental Services

COMMONWEALTH OF VIRGINIA:

COUNTY OF FAIRFAX:

This _____ day of _____, _____, appeared before me in my State and County aforesaid, _____ Director, Land Development Services, Department of Public Works and Environmental Services, and acknowledged signature.

My commission expires: _____ _____
NOTARY PUBLIC

Approved as to form:

_____
Office of the County Attorney

Board Agenda Item
July 26, 2016

ACTION – 3

Authorization to Execute an Amendment to the Deed of Ground Lease Between Board of Supervisors of Fairfax County and the Northern Virginia Regional Park Authority (Mount Vernon District)

ISSUE:
An amendment to the Deed of Ground Lease between the Board of Supervisors of Fairfax County and the Northern Virginia Regional Park Authority (NOVA Parks) is needed to document NOVA Parks' long-standing access to Fairfax County infrastructure at the I-95 Landfill Complex.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize him to execute an amendment, in substantially the form of Attachment 2, to the Deed of Ground Lease Board of Supervisors of Fairfax County and the Northern Virginia Regional Park Authority dated December 22, 2010.

TIMING:
Board action is requested on July 26, 2016, so that NOVA Parks may stay on schedule for constructing the Jean Packard Center at the Occoquan Regional Park.

BACKGROUND:
On December 22, 2010, the Board of Supervisors entered into a Deed of Ground Lease with NOVA Parks for the land that forms the Occoquan Regional Park. Given the Park's proximity to the closed landfill, the Deed of Ground Lease prohibits NOVA Parks from placing groundwater drinking wells or septic systems on the leased property. During the negotiations for this lease, the parties agreed that due to these restrictions, NOVA Parks could access the infrastructure at the County's I-95 Landfill Complex, which neighbors the Occoquan Regional Park, for the *de minimus* sanitary sewer flow generated by the Park.

NOVA Parks' planned events center, however, will significantly increase the sanitary flow generated by the Park. For this reason, County staff recommends that the Deed of Ground Lease be amended, in substantially the form of Attachment 2, to document NOVA Parks' access to the County sanitary sewer infrastructure at the I-95 Landfill Complex.

Lastly, at the time the Lease was executed, the County and NOVA Parks agreed, in Section 1.01, that the current Exhibit A to the Lease would be replaced with a metes and bounds legal description of the premises. That description has been prepared and is Attachment 1 to the Amendment.

FISCAL IMPACT:
The additional volumes discussed in this agreement will be handled via the existing landfill leachate collection system. Some additional pumping capacity upgrades will need to be completed < $100,000.

ENCLOSED DOCUMENTS:
Attachment 1 – Deed of Ground Lease
Attachment 2 – Proposed Amendment to Ground Lease

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
John W. Kellas, Deputy Director, DPWES, Solid Waste Management Program
Patricia Moody McCay, Assistant County Attorney

Revised as of December 20, 2010

DEED OF GROUND LEASE

This Deed of Ground Lease ("Lease") is made and entered into this 22nd day of December, 2010, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY**, a political subdivision of the Commonwealth of Virginia organized and existing under the laws of the Commonwealth of Virginia ("Fairfax County" or "Lessor") and the **NORTHERN VIRGINIA REGIONAL PARK AUTHORITY**, a body corporate and politic ("NVRPA" or "Lessee").

RECITALS:

WHEREAS, in 1978 NVRPA executed a lease agreement with the District of Columbia to develop and operate Occoquan Regional Park ("the Park") on land within the Lorton Correctional Facilities Complex ("Lorton Complex") in Fairfax County, Virginia;

WHEREAS, NVRPA has developed numerous facilities at the Park including athletic fields, trails, boat launch ramp, batting cages, picnic shelters, concession stands, parking, roads, and restroom buildings;

WHEREAS, Federal legislation approved by Congress in 1997 and 1998 mandated (i) the closure of the Lorton Complex, and (ii) that certain real property ("Property") located at the Lorton Complex, including the Park, initially be transferred to the General Services Administration ("GSA") for ultimate conveyance to Fairfax County following completion of various reviews and studies;

WHEREAS, GSA identified a portion of the Property to be used by Fairfax County or its assigns for recreational uses;

WHEREAS, on July 11, 2002, the Property, including the Park, was conveyed by the United States of America to Fairfax County by Quitclaim Deed dated July 11, 2002, and recorded on July 15, 2002, in Deed Book 13112 at Page 2169 among the Land Records of Fairfax County, Virginia ("Quitclaim Deed"), which conveyance included the requirement that a portion of the Property be used for recreational purposes; and

WHEREAS, Fairfax County and NVRPA subsequently agreed that Fairfax County and NVRPA would execute a long-term ground lease for a portion of the Property (the "Premises") that included the Park, which Premises is to be used for recreational purposes. The approximate area of the Premises is identified on **Exhibit A** attached hereto and incorporated herein by reference.

AGREEMENT:

IN CONSIDERATION of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1. DEMISE OF PREMISES

1.01 Premises: Lessor, for and in consideration of the rent, covenants and conditions herein contained to be kept, performed and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, the Premises as shown on Exhibit A attached hereto. Lessor and Lessee agree to replace Exhibit A with a metes and bounds legal description that conforms substantially to Exhibit A. The metes and bounds legal description will be obtained at Lessor's sole expense and the parties agree to record an amendment to this Lease to establish and incorporate such legal description into this Lease.

1.02 Warranty of Title and Quiet Enjoyment: Lessor hereby covenants and warrants that has not taken or knowingly permitted any actions which would materially adversely affect Lessor's title to the Premises and that the Lessee shall have quiet enjoyment of the Premises under the terms and conditions of this Lease.

ARTICLE 2. LEASE TERM

2.01 Commencement and Expiration Date: The term of this Lease shall be for a period of ninety-nine (99) years, commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2109 ("Lease Term"). This Lease shall renew automatically for an additional forty (40) years under the same terms and conditions set forth herein, unless Lessor delivers to Lessee, not less than one-hundred eighty (180) days prior to the expiration of the Lease Term, a written notice of Lessor's intention not to renew. The parties thereafter shall sign an addendum to the Lease extending the Lease Term. Thereafter, the Lease may be extended by agreement of the parties, it being the expressed intention of the parties that the Premises be preserved and maintained for regional park purposes.

2.02 Termination: This Lease shall terminate automatically upon expiration of the Lease Term and renewal period pursuant to Section 2.01. Should the Lessee abandon the Premises for twelve (12) consecutive months following notice from Lessor that Lessor considers the Premises

abandoned, Lessor shall have the option to terminate this Lease by written notice to Lessee. Lessee shall have the right to terminate this lease by giving not less than one hundred eighty (180) days written notice to Lessor. Upon termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor and Lessor shall have the option to accept the Premises in its "as is" condition or require Lessee to return the Premises in substantially the same condition as at the commencement of the Lease.

ARTICLE 3. RENT AND OTHER CHARGES AND IMPOSITIONS

3.01 Annual Rent: Lessee shall pay to Lessor as and for rent for the Premises for the Lease Term the sum of one dollar ($1.00), the receipt of which is hereby acknowledged by Lessor.

3.02 Other Charges. It is understood and agreed that this is a triple net lease whereunder Lessor shall have no financial responsibilities and Lessee shall be responsible for all charges of whatsoever nature with respect to the Premises including, without limitation, if any, all taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, licenses, permits fees and other charges that shall or may be assessed, levied or imposed during the Lease Term by any governmental authorities during the Lease term.

ARTICLE 4. USE OF PREMISES

4.01 Use of Premises:

4.01.1 By Lessee: Lessee shall have the exclusive right to use the Premises for the development, construction, operation, maintenance, and use of recreational facilities and associated support facilities that in the Lessee's judgment shall be appropriate to the use of the Premises as a regional park. The Lessee shall have the right to charge admission, use, and concession fees which it may establish from time to time in a manner similar to its establishing of such fees elsewhere in its regional park system provided that the foregoing shall be in conformance with the Deed Restrictions as described in Section 4.05 hereinbelow.

4.01.2 By Lessor: Lessor and its invitees shall have the right of ingress and egress to the former wastewater treatment plant property ("Wastewater Plant") over the existing Park entrance road on the Premises in the area shown on Exhibit A "Park Entrance Road". Lessee reserves the right to relocate the Park Entrance Road provided such relocation provides access

to the Wastewater Plant. Lessor hereby reserves the right on and over that portion of the Premises required by Lessor for Lessor's access to the Wastewater Plant and also reserves access over the interparcel road as identified on Exhibit A ("Interparcel Road") and Lessor shall repair any damage caused by Lessor's use of the Park Entrance Road and the Interparcel Road. Lessor's use of the Park Entrance Road and the Interparcel Road shall not impede or restrict use of the road by Lessee or Lessee's invitees. It is understood that currently access to the I-95 Landfill, as described in Section 4.03, is only from Furnace Road. Lessor reserves the right to construct a connecting road from the I-95 Landfill to Ox Road, across the portion of the Premises outlined in Exhibit B, which most likely will be by way of the Park Entrance Road. The proposed connection would provide an alternate access to the I-95 Landfill Complex and may include access to the Lorton Workhouse, as described in Section 4.01.3 Lessor agrees to work closely with Lessee in the planning and design of a connecting road in order to ensure safe access for and minimal impact to visitors of the Park. The final decision on the planning, design and construction of the connecting road resides with the Lessor. In addition, Lessor hereby reserves unto itself, and reserves the right to assign only to other governmental entities, public utilities or telecommunications or cable television providers, the right to design, lay out, construct utilize and maintain rights-of-way, including, but not limited to streets, sidewalks and trails on portions of the Premises to the extent the foregoing are reasonably necessary for Lessor's use of the portion of the Property retained by Lessor and its assigns surrounding the Premises (collectively, the "Public Rights-of-Way"); provided further, however, that such Public Rights-of-Way shall (a) be reasonably necessary for Lessor's use and enjoyment of the retained portion of the Property, (b) not involve the incurring of any out-of-pocket costs by Lessee, and (c) not materially adversely affect Lessee's use and enjoyment of the Premises.

4.01.3 Lessor shall have the right to permit the adjacent Lorton Arts foundation to develop and use an access road from the Park Entrance to the "Lorton Workhouse" as generally described in **Exhibit B**. Lessee shall be permitted to assign its rights under Section 4.01.1 to the Lorton Arts Foundation for future development or uses that, in Lessee's judgment, are appropriate to the use of the Premises as a regional park.

4.01.4 Lessee and Lessor understand that in the future the Fairfax County Park Authority ("FCPA") may offer (i) to provide lighting to certain athletic fields on the Premises, (ii) to replace some of the existing fields with artificial turf surfaces, and/or (iii) to build new field(s) (collectively the "Field Renovations") in exchange for FCPA's right to schedule the use of

the renovated fields. If the Lessee determines such an offer is in the best interests and meets the long term goals of Occoquan Regional Park, Lessee and Lessor agree to negotiate in good faith to reach an agreement regarding the Field Renovations and scheduling.

4.02 Compliance with Laws, Rules and Regulations: During the Lease Term, no part of the Premises shall be used in any manner whatsoever or for any purpose in violation of the laws of the United States, the Commonwealth of Virginia, or any other applicable ordinance, regulation or law. Lessee shall comply with all laws, ordinances, regulations or order in effect, enacted or passed during the term of this Lease applicable to the use, occupation and operation of the Premises.

4.03 Condition of Premises: It is expressly stipulated and agreed that the Premises shall be leased "AS IS," in its present condition, and with all faults and defects, whether known or unknown to either Lessee or Lessor, or both. Lessee expressly acknowledges that the Premises are adjacent to property owned by Lessor that has been used for landfill operations (the "Landfill") on which monitoring and related landfill monitoring activities have been conducted and will continue. Lessee further expressly acknowledges that to the extent deemed necessary by Lessor or required by applicable governmental entities, monitoring and related landfill monitoring activities may continue to be conducted on the Premises and that Lessee shall permit access to the Premises for such monitoring and related landfill monitoring activities. These related activities shall include, without limitation, landfill gas monitoring, placement of landfill gas wells, surface water monitoring, groundwater monitoring, groundwater remediation and the placement of groundwater monitoring. In recognition of the Landfill, Lessee agrees that at no time will Lessee permit any groundwater drinking wells or septic systems to be placed on any part of the Premises. Lessee acknowledges that its decision to lease the Premises is based solely upon Lessee's inspection of the Premises and not upon any warranty or representation of Lessor, or of Lessor's employees, agents, or representatives, with regard thereto. It is expressly stipulated and agreed that none of the obligations to be undertaken hereunder by Lessor shall constitute any form of a warranty, express or implied, all such obligations being contractual covenants of performance. Without limiting the generality of the foregoing, THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OF SUITABILITY, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE. The parties agree that the herein provision disclaiming warranties, express and implied, and the provisions hereof under which Lessee assumes responsibility for the

condition of the Premises, are provisions bargained for by the parties in entering into this Lease.

4.04 Utilities: Lessee shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all utility lines, connections and facilities at or for the Premises, and Lessee shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, tap-in fees and services furnished to the Premises with the exception of any costs or expenses which are generated by the rights and uses reserved to the Lessor under this Lease. This paragraph shall not be construed to require the Lessee to pay or reimburse the Lessor or other parties for public services normally provided without charge. Lessor shall in no event be liable or responsible for any cessation or interruption in, or damage caused by, any such utility services, unless the cessation or interruption results from Lessor's intentional or grossly negligent conduct. Lessor agrees to grant reasonable easements on, over and under the Premises and the land owned by Lessor surrounding the Premises, required by Lessee for Lessee's use of the Premises provided such easements do not unreasonably interfere with Lessor's continuing use and monitoring of the Landfill.

4.05 Compliance with Deed Restrictions: Lessee agrees that at all times the Premises shall be used in full compliance with the use restrictions ("Deed Restrictions") applicable to the Premises as set forth in the Quitclaim Deed conveying the Property to Lessor. The Deed Restrictions include, without limitation, a requirement that Landlord and all of Landlords successor and assigns, including every successor in interest to the Property be required to comply with a certain Memorandum of Agreement dated June 29, 2001 and attached to the Quitclaim Deed as **Exhibit C** (the "Memorandum of Agreement"), including, *inter alia*, (i) the covenants to preserve the historic integrity of the Premises including the residence referred to as H-49 - Education Services (National Register No. 012-947-0003) which is located on the Premises, and (ii) the requirement to continue maintenance and protection of contributing features located at the Occoquan Regional Park, as identified on the District of Columbia Workhouse and Reformatory National Register, which contributing features include LT-09 Rail Line Trace, L0-01, Quarry Drainage System, LO-02 Birck Culvert System, S-09 Quarry Site, LT-07 Beehive Kiln, LB-01 Kiln Building I, and H-49 Residence-Education Service. Lessee hereby agrees to comply in all respects with the Deed Restrictions, including the obligations applicable to the Premises as set forth in the Memorandum of Agreement.

ARTICLE 5. CONSTRUCTION BY LESSEE

5.01 Lessee's Right to Build—General Conditions: The Lessee may, at its cost and expense, construct or cause to be constructed upon the Premises such temporary or permanent improvements (the "Improvements") as in the Lessee's judgment shall be appropriate to the use of the Premises as a regional park and recreation area and consistent with the Lessee's permitted uses pursuant to Article 4 herein and subject to the Deed Restrictions. The Lessee, may at its cost and expense, from time to time, make any alterations, additions or improvements to the Improvements as it deems appropriate, or may raze them. The Lessee agrees to continue the policy and practice of providing that all construction, alterations, additions and improvements made by it will be in conformity with all requirements of all applicable laws, ordinances and governmental regulations and also in compliance with the Deed Restrictions.

5.02 Ownership and Removal of Improvements: All such buildings and Improvements shall at all times during the Lease Term, and any extension thereof, be and remain the exclusive property of the Lessee. At the expiration of this Lease, or any extension thereof, or earlier termination due to whatever cause, the Lessee shall have the right, but not the obligation, to remove the Improvements then existing. Any property or Improvements not removed shall pass to and become absolutely vested in the Lessor. The Lessee agrees to execute any and all instruments appropriate to transfer such title to the Lessor.

ARTICLE 6. MAINTENANCE OF PREMISES AND IMPROVEMENTS

6.01 Lessee's Duty to Maintain: Lessee, at Lessee's own cost and expense, at all times during the Lease Term, shall keep and maintain, or cause to be kept and maintained, the Premises including, but not limited to, landscaping, lighting, sidewalks, parking lots, and drainage, and all Improvements which may be erected upon the Premises, in a safe condition and a good state of appearance and repair, reasonable wear and tear excepted, and in compliance with all governmental laws, rules and regulations.

ARTICLE 7. CONDEMNATION

7.01 Interests of Parties on Condemnation: In the event the Premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain by any authority other than

by Lessor, its successors, or assigns, the interests of Lessor and Lessee in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided by this Article 7.

7.02 Total Taking – Termination: In the event the entire Premises are taken or so transferred, this Lease and all of the right, title and interest thereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority, and Lessee shall be entitled to seek, at its sole cost, recovery of the value from the condemning authority of all Improvements on the Premises and the value of its leasehold interest.

7.03 Partial Taking – Termination: In the event of the condemnation, taking or transfer of only a portion of the Premises, leaving the remainder of the Premises in such condition, form, shape, or reduced size as not to be reasonably and practicably usable for the operation thereon of Lessee's recreational facilities and Improvements, at Lessee's option and by giving thirty (30) days written notice to Lessor, Lessee may cancel and terminate this Lease, effective as of the end of such thirty (30) day notice period. Upon such termination, Lessee shall be entitled to seek, at its sole cost, recovery of the value from the condemning authority of all Improvements on the Premises and the value of its leasehold interest.

ARTICLE 8. ASSIGNMENT AND SUBLEASE

8.01 Assignment and Sublease: Lessee shall not assign, convey, or transfer Lessee's leasehold interest in the Premises or in this Lease without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed, or conditioned (except with respect to the Lorton Arts Foundation as described in Section 4.01.3). No assignment or subletting shall relieve Lessee from any of its obligations hereunder, and every assignment or sublease shall recite (a) that it is and shall be subject and subordinate to the provisions of this Lease, and (b) that the termination or cancellation of this Lease shall constitute a termination and cancellation of such assignment of sublease.

ARTICLE 9. INSURANCE AND INDEMNITY

9.01 Insurance: Lessee shall obtain and maintain throughout the Lease Term, a policy of general liability insurance in the amount of Two Million and 00/100 Dollars ($2,000,000.00) from a reputable insurance company naming Lessor as an additional insured. The general liability insurance shall insure and protect Lessee, as a named insured, from any and all

liability and damages arising from Lessee's occupancy or use of the Premises or from the construction or operation of the Improvements on the Premises. A copy of the general liability insurance policy shall be supplied to Lessor and written evidence confirming the continued existence of such insurance shall be supplied to Lessor annually thereafter. Lessee shall also obtain and maintain throughout the Lease Term a hazard insurance policy from a reputable insurance company in an amount sufficient to cover the full replacement value of all Improvements to the Premises. A copy of the hazard insurance policy shall be supplied to Lessor and a certificate of insurance evincing the continued existence of such insurance shall be supplied to Lessor annually thereafter.

9.02 Waiver of Personal Liability: All liabilities under this Lease on the part of the Lessee shall be solely liabilities of the Lessee and the Lessor hereby releases each and every officer and employee of the Lessee of and from any personal or individual liability under this Lease so long as said officers act within the scope of their employment. No officer or employee of the Lessee shall at any time or under any circumstances be individually or personally liable under this Lease to the Lessor or to any other party whomsoever for anything done or omitted to be done by the Lessee hereunder, provided he or she act within the scope of their employment.

All liabilities under this Lease on the part of the Lessor shall be solely liabilities of the Lessor and the Lessee hereby releases each and every member, officer, and employee of the Lessor of and from any personal or individual liability under this Lease. No officer or employee of the Lessor shall at any time or under any circumstances be individually or personally liable under this Lease to the Lessee or to any other party whomsoever for anything done or omitted to be done by the Lessor hereunder.

9.03 Self-Insurance: To the extent either party provides self-insurance for the obligations and liabilities set forth in this Lease, such self-insurance shall fulfill the obligations of such party to provide insurance.

ARTICLE 10. GENERAL PROVISIONS

10.01 Inspection by Lessor: Lessor or its duly authorized representatives may enter the Premises at reasonable hours to inspect the Premises.

10.02 Notices: Any notice pursuant to this Lease shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other

person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given at the time of personal delivery, the first business day after deposit with an overnight delivery service or as of the date of first attempted delivery if sent by registered or certified mail. For purposes of this Section, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in the Commonwealth of Virginia. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Lease shall be as follows:

If to the Lessee: Northern Virginia Regional Park Authority
5400 Ox Road
Fairfax Station, Virginia 22039
Attention: Director of Planning & Development

If to the Lessor: Facilities Management Department, County of Fairfax
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035
Attention: Director

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

10.03 No Waiver of Breach: No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

10.04 Successors in Interest: Each and every covenant, condition, and restriction in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Lessor and Lessee.

10.05 Partial Invalidity: If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10.06 Relationship of Parties: Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

10.07 Term Includes Extensions: All reference to the term of this Lease or the Lease Term shall include any extensions or renewal thereof.

10.08 Modification: This Lease is not subject to modification except in writing signed by Lessor and Lessee.

10.09 Applicable Law:

(a) This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

(b) Any suit, action or proceeding arising out of or relating to this Lease shall be instituted and maintained only in the Circuit Court of Fairfax County, Virginia, or the U.S. District Court for the Eastern District of Virginia, Alexandria Division.

10.10 No Merger of Title: There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in the Premises or any part thereof.

10.11 Survival: All of the terms, provisions, conditions, agreements and covenants contained in this Lease shall survive the expiration or termination of this Lease with respect to all rights and remedies that have accrued prior to or that accrue on the expiration or termination of this Lease.

10.12 Exhibits: All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes.

10.13 Use of Language: Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

10.14 Captions: The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

10.15 Counterparts: This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

10.16 Force Majeure: Whenever a period of time is herein prescribed for action to be taken by a party, that party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the party.

10.17 Entire Agreement: This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized in writing and signed by both Lessor and Lessee.

[Signatures on following page]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease on the dates below indicated.

LESSOR:

Board of Supervisors of Fairfax County, Virginia

By: _____

Name: ANTHONY H. GRIFFIN

Title: COUNTY EXECUTIVE

Date: 12/22/10

County of Fairfax
State of Virginia
Given under my hand this 22ND day of December, 2010.
My commission expires JUL. 31, 2012
Registration No: 178038

JOANN HAVACH
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA

LESSEE:

Northern Virginia Regional Park Authority

By: _____

Name: Paul Gilbert

Title: Executive Director

Date: 12/21/10

Notary Reg. #178038
My Commission Expires 7/31/2012

County of Fairfax
State of Virginia
Given under my hand this 21st day of December, 2010.
My Commission expires 12/31/12
Serial # 122012

Cynthia S. Hutson

CYNTHIA S. HUTSON
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA

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EXHIBIT A - OCCOQUAN REGIONAL PARK LEASED AREA BOUNDARY

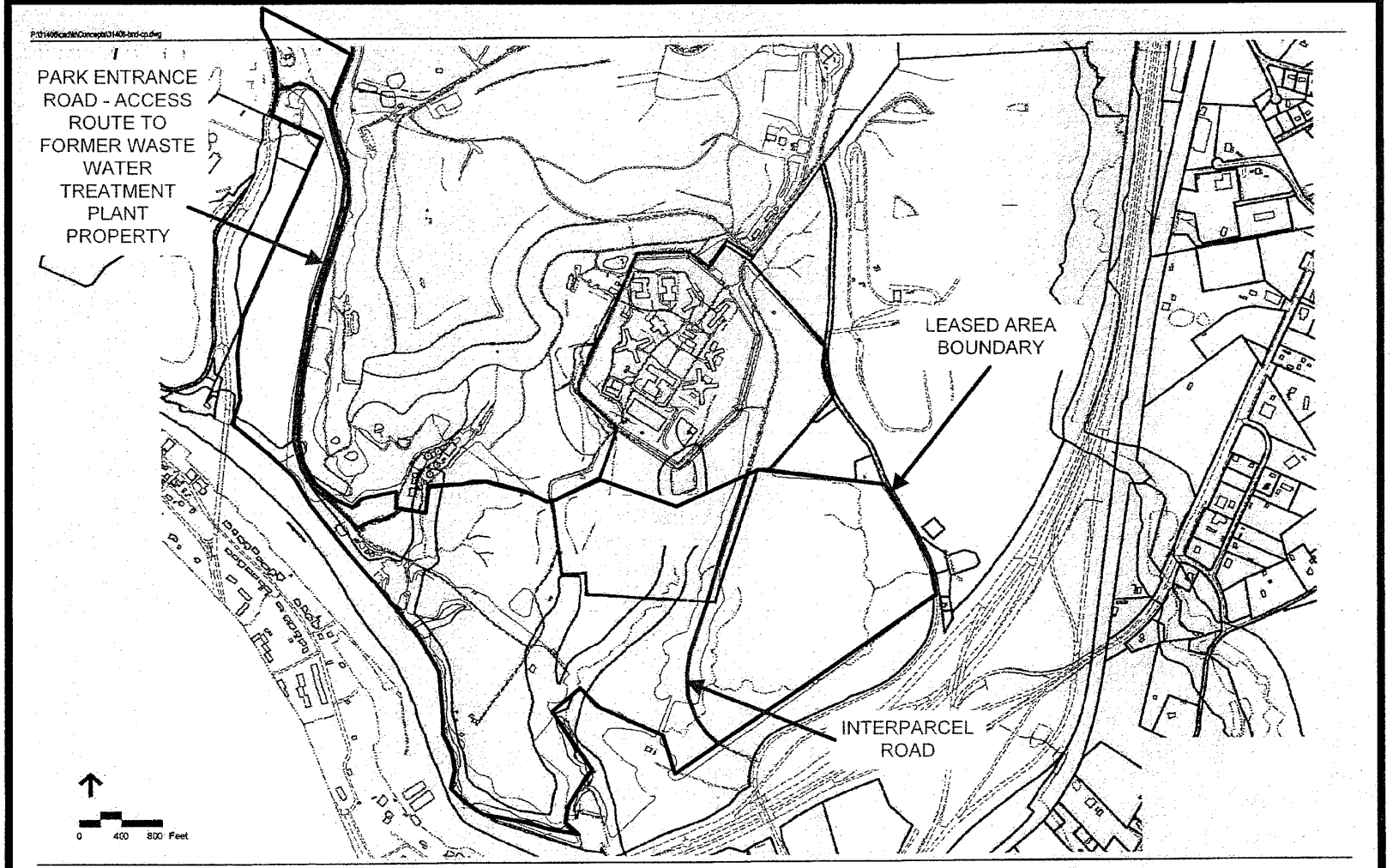

EXHIBIT B

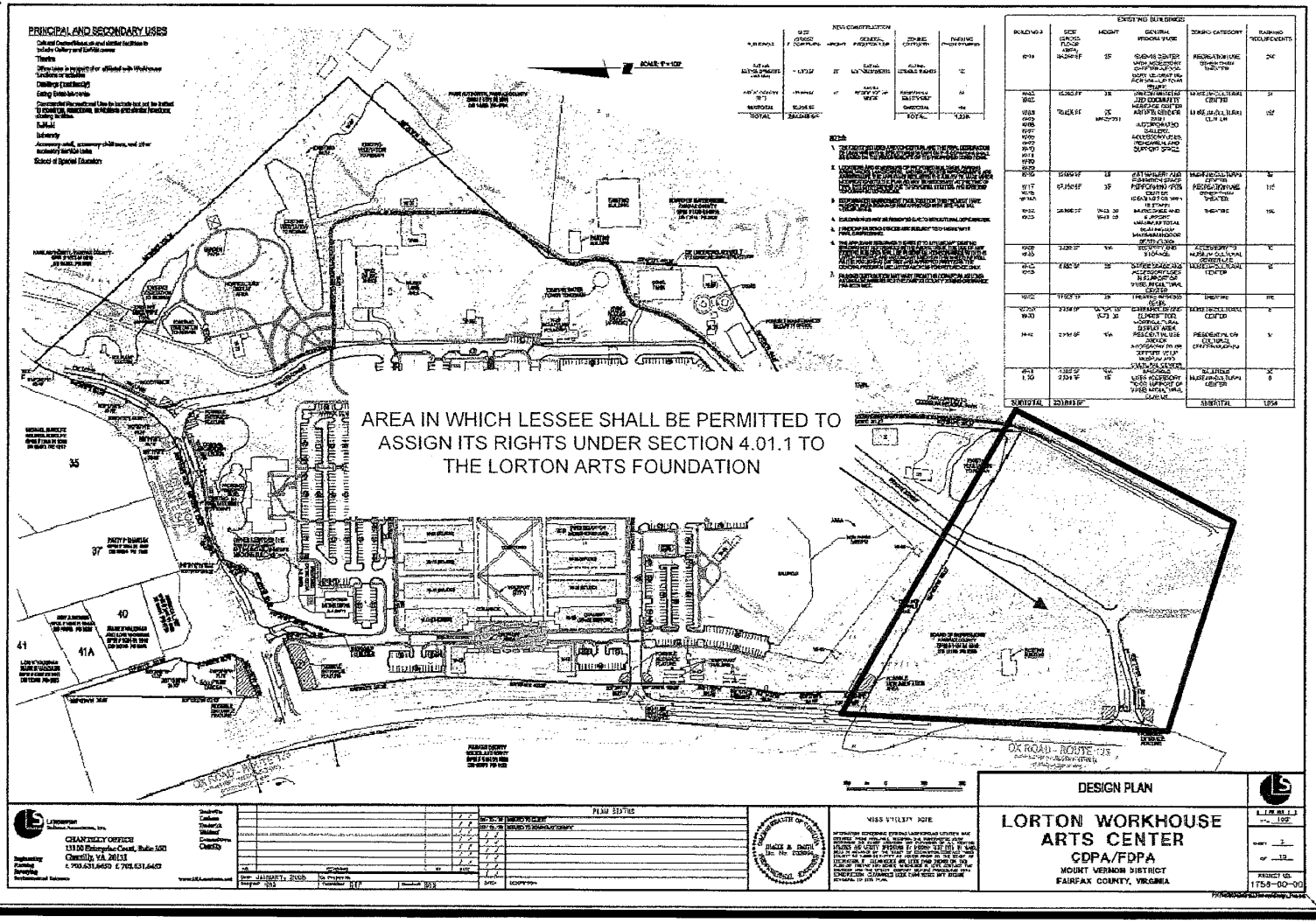
AREA IN WHICH LESSEE SHALL BE PERMITTED TO ASSIGN ITS RIGHTS UNDER SECTION 4.01.1 TO THE LORTON ARTS FOUNDATION
DESIGN PLAN
LORTON WORKHOUSE ARTS CENTER
CDPA/FDPA
MOUNT VERNON DISTRICT
FAIRFAX COUNTY, VIRGINIA
1759-00-00

Exhibit C

MEMORANDUM OF AGREEMENT
BETWEEN THE GENERAL SERVICES ADMINISTRATION (GSA), THE BUREAU OF LAND MANAGEMENT (BLM), THE COUNTY OF FAIRFAX, VIRGINIA (THE COUNTY), THE FAIRFAX COUNTY PARK AUTHORITY (FCPA), THE FAIRFAX COUNTY PUBLIC SCHOOLS (FCPS), THE FEDERATION OF LORTON COMMUNITIES (FOLC), THE LORTON HERITAGE SOCIETY (LHS), THE NORTHERN VIRGINIA REGIONAL PARK AUTHORITY (NVRPA), THE VIRGINIA DEPARTMENT OF HISTORIC RESOURCES (VDHR), AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION (THE COUNCIL).

PURSUANT TO 36 CFR SECTION 800.6
REGARDING THE TRANSFER OF THE LORTON CORRECTIONAL COMPLEX OUT OF FEDERAL OWNERSHIP

WHEREAS, the General Services Administration (GSA) proposes the transfer of the Lorton Correctional Complex, a property of approximately 2,700 acres, out of Federal ownership in accordance with the *Lorton Technical Corrections Act* of 1998, and

WHEREAS, the General Services Administration plans to transfer portions of the Lorton Correctional Complex to the following parties: the County of Fairfax, Virginia, the Fairfax County Park Authority, the Fairfax County Public Schools, the Northern Virginia Regional Park Authority, and the Bureau of Land Management (BLM), and

WHEREAS, BLM may exchange the portion called the Lorton Exchange Tract (in excess of 200 acres north of Silverbrook Road identified in the Fairfax County Reuse Plan, dated July 26, 1999 as land available for residential development in Land Units 1 and 2) for Meadowood Farm (in excess of 800 acres) on Mason Neck; and

WHEREAS, the BLM has conducted Phase IA and B studies on the Lorton Exchange Tract and determined that the exchange may have an adverse effect on the following potentially-eligible archaeological sites: 44 FX 2485 and 44 FX 2487; and

WHEREAS, the BLM has completed Phase IA studies for Meadowood Farm and will conduct additional studies needed to comply with Section 106 of the National Historic Preservation Act after the BLM has acquired the property and identified the proposed undertakings associated with management of the farm, and these compliance activities will be covered under separate Memorandum of Agreement documents; and

WHEREAS, GSA has determined that future development may have an adverse effect on yet unidentified archaeological resources in areas that have a high potential for disturbance and have a moderate or high sensitivity for the presence of archaeological sites (see Attachment C); and

WHEREAS, consultation by GSA with VDHR has resulted in the determination that the Lorton Correctional Complex contains a National Register-eligible Historic District of approximately 552

acres with 136 contributing resources and 106 non-contributing resources (hereinafter "Eligible District"); and

WHEREAS, a specific delineation of the boundaries of the Area of Potential Effect to historic structures, the Eligible District and the contributing resources within has been made in the January, 2000 *Final Historic Structures Determination of Eligibility Report*, prepared by GSA and concurred with by the Virginia Department of Historic Resources. (Report located in the files of VDHR, site number 029-947)

WHEREAS, GSA has determined that the property transfer will have an adverse effect upon the Eligible District, has consulted with the Virginia State Historic Preservation Officer (VDHR), and the Advisory Council on Historic Preservation (the Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), and has entered into this MOA in order to mitigate this adverse effect; and

WHEREAS, GSA and VDHR have also invited the Bureau of Land Management (BLM), the County of Fairfax Virginia, the Fairfax County Park Authority, the Fairfax County Public Schools, the Federation of Lorton Communities, the Lorton Heritage Society, and the Northern Virginia Regional Park Authority to participate in the consultation and to concur in this Memorandum of Agreement.

NOW THEREFORE, if GSA decides to proceed with the property transfer in a manner consistent with the terms that have been the subject of consultation to date, and summarized in the foregoing, upon the execution of this MOA GSA and the entities to whom GSA transfers the property in whole or in part shall ensure that the following stipulations are carried out.

Stipulations

GENERAL STIPULATIONS

1) **Enforcement of Compliance with the Stipulations of this MOA:** All parties to this agreement who accept title from GSA to property which is the subject of this MOA agree to enforce the terms of this MOA as a condition of the transfer. GSA and BLM, if BLM ultimately consummates the exchange and transfers title to the Lorton Exchange Tract, shall in any deed conveying any of the Lorton Correctional Complex property place a covenant on the property which requires compliance with the provisions of this MOA and specifies that such covenant shall run with the land. The County, GSA and BLM, if BLM ultimately consummates the exchange and transfers title to the Lorton Exchange Tract, shall each have the authority to enforce, and responsibility for enforcing, the provisions of this MOA.

2) **Archival documentation:** GSA shall turn over survey materials from GSA's Determination of Eligibility Report, and other related archival material housed with the D.C. Department of Corrections or District of Columbia Archives that enters into GSA custody and control, to the Virginia Room of the Fairfax Public Library, and/or another repository located within Fairfax City or County designated by the Fairfax Public Library. The materials include, at a minimum, any plans and drawings, 35mm photographic negatives, and a complete set of 3 ½" x 5" prints, along with a written photo log and photographic contact sheets.

3) **Creation of museum/display:** One or more building(s)-- to be identified by the County after consultation with LHS and FCPA—will be used for the creation of a permanent display or museum dedicated to the history of the Prison, the D.C. Department of Corrections, and/or the surrounding community. The museum may be operated by the FCPA or the County or LHS. However, there is no requirement to operate the museum unless funding is available. In the event that an organization such as the American Correctional Association (ACA) establishes a museum at Lorton, this requirement may be assigned to that organization as part of the conditions upon their use of the Lorton property. This would have to be coordinated with that organization. Coordination with the organization establishing a museum would be the responsibility of the County or the FCPA, whichever organization is in possession of the structure(s) proposed for museum use. If both possess the structure(s), coordination will be required with both.

4) **Stabilizing Contributing Resources:** While GSA has custody and control of the Lorton property, GSA will follow the procedures outlined in Preservation Brief 31, *Mothballing Historic Buildings*, to secure and stabilize all contributing resources within the Eligible District until the property is transferred out of Federal ownership.

Resources that are unlikely to be adaptively re-used may be excluded from this requirement by mutual agreement of the County, FCPA, LHS, GSA, and VDHR.

NEW CONSTRUCTION, ALTERATION, DEMOLITION, AND ADAPTIVE USE OF STRUCTURES WITHIN THE ELIGIBLE DISTRICT

5) **Rehabilitations according to Secretary of the Interior's Standards:** All exterior rehabilitations or exterior alterations of contributing structures within the Eligible District shall be performed in keeping with the *Secretary of the Interior's Standards for Rehabilitating Historic Buildings*, U.S. Department of the Interior, National Park Service, 1995. Ordinary and necessary repairs and routine maintenance that do not materially affect the external visual appearance of historic features shall not be considered alterations under this stipulation.

6) **Designation as a historic overlay district and review of undertakings within the Eligible District:**

If the Eligible District is a locally-designated historic overlay district, all parties to this MOA agree that any undertaking within the Eligible District shall be reviewed according to the following process:

An "undertaking" shall be defined for the purposes of this MOA as a project, activity, or program which alters structures or grounds within the Eligible District funded in whole or in part under the direct or indirect jurisdiction of a signatory to this MOA, including those actions carried out by or on behalf of a signatory to this MOA; those carried out with the financial assistance of a signatory to this MOA; and those requiring a permit, license or approval of a signatory to this MOA. The following shall not be considered an "undertaking:" Alterations to interiors of contributing structures, unless the specific interior feature is listed in Attachment A; demolition of non-contributing structures within the Eligible District, and alterations to the interior of non-contributing structures within the Eligible District.

Examples of an undertaking include, but are not limited to: alteration of the exterior of a contributing structure, demolition of a contributing structure, new construction within the Eligible District, re-grading or landscaping of 2,500 square feet or more, and road construction of roads that have not been identified in the approved reuse plan.

Should the Fairfax County Board of Supervisors designate the Eligible District as a historic overlay district, the laws and regulations of Fairfax County shall apply to the review of undertakings within the Eligible District. (Fairfax County Zoning Ordinance, *Overlay and Commercial Revitalization District Regulations, Part 2, 7-200, et seq., Historic Overlay Districts*), with the following additions:

a) Undertakings that may affect structures with contributing interior features, as identified by Attachment A, shall also be subject to Fairfax County Architectural Review Board (ARB) review. (Note: The interiors of the buildings of the Central and Maximum Security facilities will be surveyed by GSA for potential historic significance following the release of care & custody of those facilities to GSA by the D.C. Department of Corrections.)
b) The party proposing the undertaking shall submit plans, photographs and other pertinent documentation to the ARB. The documentation submitted shall meet or exceed the minimum standards required by the ARB for review of a project within a locally-designated Fairfax County historic overlay district. Copies of the documentation shall be simultaneously forwarded by the ARB to the LHS and VDHR. LHS and VDHR shall have thirty (30) days prior to the meeting of the ARB to provide comment in writing on the proposed undertaking to the ARB. Upon expiration of the thirty (30) day period, or receipt of comments from both VDHR and LHS, the undertaking may be placed on the agenda of the ARB for review according to the procedures and regulations of the ARB.
c) Should changes be made to the proposed undertaking as a result of the meeting and decisions of the ARB, the record of the changes and the ARB meeting at which the decision was made shall be forwarded to both VDHR and the LHS.
d) Any signatory to this MOA shall have the same rights granted to persons aggrieved by any decision of the ARB in 7-204.9 of the Fairfax County Zoning Ordinance, except as limited by Administrative Condition B5, to wit:

7-204.9: "Any person aggrieved by any decision of the ARB may appeal such decision to the Board of Supervisors, provided such appeal, which specifies the grounds for appeal, is filed in

writing with the Clerk to the Board of Supervisors within thirty (30) days of the ARB's decision."

Any signatory to this MOA shall also have the right, if aggrieved by the decision of the Board of Supervisors, to appeal such decision to the Circuit Court of Fairfax County as outlined in 7-204.11 of the Fairfax County Zoning Ordinance.

The procedure described under this stipulation shall take effect upon transfer of the Eligible District out of Federal ownership. Should a portion of the Eligible District be transferred out of Federal ownership while the Federal government retains ownership of the remainder of the Eligible District, the requirements of this stipulation shall apply to only those portions that have been transferred out of Federal ownership.

7) **Review of undertakings within the Eligible District if the Eligible District is not a Fairfax County historic overlay district**

If the Eligible District is not designated as a local historic overlay district, all parties to this MOA agree that any undertaking within the Eligible District shall be reviewed according to the following process:

a) For the purposes of this MOA, the ARB shall have those powers and responsibilities granted to it over the Eligible District that it has over a locally-designated Fairfax County historic overlay district, as defined in the Fairfax County Zoning Ordinance, *Overlay and Commercial Revitalization District Regulations, Part 2, 7-200, et seq., Historic Overlay Districts.* Undertakings that may affect structures with contributing interior features, as identified by Attachment A, shall also be subject to ARB review.
b) The party proposing the undertaking shall submit plans, photographs and other pertinent documentation to the ARB. The documentation submitted shall meet or exceed the minimum standards required by the ARB for review of a project within a locally-designated Fairfax County historic overlay district. Copies of the documentation shall be simultaneously forwarded by the ARB to the LHS and VDHR.
c) LHS and VDHR shall then have thirty (30) days to provide comment in writing on the proposed undertaking to the ARB. Upon expiration of the thirty (30) day period, or receipt of comments from both VDHR and LHS, the undertaking may be placed on the agenda of the ARB for review according to the procedures and regulations of the ARB.
d) Should changes be made to the proposed undertaking as a result of the meeting and decisions of the ARB, the record of the changes and the ARB meeting at which the decision was made shall be forwarded to both VDHR and the LHS.
e) If the LHS or VDHR should object to the decision of the ARB, the LHS or VDHR or both may formally protest the decision in writing to the Clerk to the Fairfax County Board of Supervisors within fifteen (15) calendar days of the decision. Upon expiration of this fifteen (15) day period, if no written comment from VDHR or LHS has been recorded formally objecting to the ARB's decision, the undertaking may be approved or implemented by the Fairfax County Board of Supervisors with no further opportunity for objection under the procedures of this MOA granted to either the VDHR or LHS.

Attys

f) Upon receipt of any such objection from VDHR or LHS, a thirty (30) day moratorium period shall be placed on the execution of the undertaking. During this thirty (30) day period, a historic preservation issues meeting or conference call shall be held with representatives of the objecting party (VDHR, LHS or both), the party proposing the undertaking, Fairfax County, and the Council. Other parties may attend this meeting and provide comment during a designated comment period within the meeting. Failure of the objecting party to make themselves available for such a meeting within the thirty (30) day period shall render their objection void at the expiration of the thirty (30) days. An extension of fifteen (15) days may be requested in writing to the Clerk of the Fairfax County Board of Supervisors prior to the expiration of the thirty (30) day period by the objecting party. If representatives of the party proposing the undertaking fail to make themselves available during this thirty (30) day period, the moratorium period shall be extended until the meeting is held.

g) During this meeting, the parties shall negotiate regarding specific objections to the undertaking. The Council shall act as mediator of the process, suggesting preservation treatments and processes that may serve to provide a compromise between the party proposing the undertaking and the objecting party (ies). Within fifteen (15) calendar days of the historic preservation issues meeting, the following shall be forwarded to the Fairfax County Board of Supervisors:
   1. If the proposed undertaking is a demolition, the results of the adaptive use study undertaken as per stipulation 8.
   2. The written objection of the objecting parties.
   3. Minutes from the meeting between the objecting party (ies) and the party proposing the undertaking that have been prepared by the Council.
   4. A written response from the party proposing the undertaking to the objecting party.
   5. The comments of the Council.

h) The Fairfax County Board of Supervisors shall then act to approve or disapprove the decision of the ARB according to the procedures stated in the laws and regulations pertaining to a Fairfax County historic overlay district.

i) The procedure described under this stipulation shall take effect upon transfer of the Eligible District out of Federal ownership. Should a portion of the Eligible District be transferred out of Federal ownership while the Federal government retains ownership of the remainder of the Eligible District, the requirements of this stipulation shall apply to only those portions that have been transferred out of Federal ownership.

8) **Adaptive use studies of contributing resources:** If any contributing resources are proposed for demolition within the Eligible District, other than those listed in Attachment B, such resources shall be examined for the feasibility of adaptive use. The performance of such studies shall be the responsibility of the party proposing the demolition.

There is no requirement to perform feasibility studies for the contributing resources listed in Attachment B, if proposed for demolition.

a) Within 6 months of the date of the execution of the agreement, the County shall have prepared a proposed scope and format for the feasibility study. The proposed scope and format for the study shall be circulated to VDHR, the LHS, and the Council. LHS and VDHR shall then have thirty (30) days to object to the scope or format for the study. Should VDHR or the LHS

object to the scope or format for the study, they may register in writing a formal objection to the Clerk of the Fairfax County Board of Supervisors. Should neither VDHR nor LHS object to the proposed scope or format within the thirty (30) day period, the Fairfax County Board of Supervisors shall act to approve or disapprove the scope and format for the study.

b) Upon receipt of any such objection from VDHR or LHS, a meeting or conference call shall be held with representatives of the objecting party (VDHR, LHS or both), the Fairfax County Board of Supervisors, and the Council. Other parties may attend this meeting and provide comment during a designated comment period within the meeting. Failure of the objecting party to make themselves available for such a meeting within a thirty (30) day period shall render their objection void at the expiration of the thirty (30) days. An extension of fifteen (15) days may be requested in writing to the Clerk of the Fairfax County Board of Supervisors prior to the expiration of the thirty (30) day period by the objecting party. If representatives of the party proposing the undertaking fail to make themselves available during this thirty (30) day period, the moratorium period shall be extended until the meeting is held.

c) Within fifteen (15) calendar days of the meeting, the following shall be forwarded to the Fairfax County Board of Supervisors:
   1. The written objection of the objecting parties.
   2. Minutes from the meeting, that have been prepared by the Council, between the objecting party (ies) and the party proposing the scope and format of the feasibility study.
   3. The comments of the Council.

d) The Fairfax County Board of Supervisors shall then act to approve or disapprove the proposed scope and format for the feasibility studies. Once the scope and format have been approved by the Fairfax County Board of Supervisors, it shall be used for all future studies. Any changes to the scope or format shall require a new circulation of the proposed scope or format to LHS and VDHR, with an opportunity for objection granted to LHS and VDHR and approval of the new scope or format by the Fairfax County Board of Supervisors.

e) The feasibility study shall be included with the documentation provided to the Fairfax County ARB under stipulation 6 or 7, whichever is applicable.

f) If it is found by the party proposing demolition that it is not feasible to reuse the contributing buildings, and this finding is concurred with by the Fairfax County Board of Supervisors, then demolition may proceed following the completion of the photographic documentation required in stipulation number 9. If the party proposing demolition states that it is not feasible to reuse the buildings, but the Fairfax County Board of Supervisors does not agree, the Fairfax County Board of Supervisors shall be empowered to place a moratorium on demolition for a period of a minimum of three months, to require that the property be offered on the open market at fair market value to persons or entities who are willing to adaptively reuse the contributing resource. The precise length of the moratorium period will be determined according to the Fairfax County Zoning Ordinance, *Overlay and Commercial Revitalization District Regulations, Historic Overlay Districts, 7-204.12(C).* If the contributing resource is the property of Fairfax County, the moratorium period shall be for a minimum of six months. If a suitable purchaser cannot be found within the moratorium period, the party proposing the demolition may proceed to demolish the contributing resource after complying with stipulation number 9.

g) The procedure described under this stipulation shall take effect upon transfer of the Eligible District out of Federal ownership. Should a portion of the Eligible District be transferred out

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of Federal ownership while the Federal government retains ownership of the remainder of the Eligible District, the requirements of this stipulation shall apply to only those portions that have been transferred out of Federal ownership.

9) **Photographic documentation:** Any contributing buildings that are to be demolished shall be photographed with a large format (4" x 5" minimum negative) camera using black & white film prior to their demolition. Photographic recordation shall be done to the standards of the Historic American Buildings Survey (HABS). The number and angle of views shall be coordinated with FCPA prior to the taking of the photographs and completed photos shall be approved by FCPA prior to demolition. Such photographs shall be submitted to the Virginia Room of the Fairfax County Public Library, the District of Columbia Archives, and VDHR. The negatives shall be submitted to VDHR. The photographic documentation shall be the responsibility of the party proposing the demolition.

10) **Development of redevelopment or adaptive use strategies:** All parties to this MOA agree that they shall invite LHS, FOLC, VDHR, the ARB, the Fairfax County Economic Development Authority (EDA), Fairfax County Redevelopment and Housing Authority, and the Fairfax County History Commission to participate in the development of any redevelopment or adaptive use strategies for private development within the Eligible District. Such participation shall include, at a minimum, a period of thirty (30) calendar days prior to the release of any Requests for Proposal (RFPs) related to redevelopment or adaptive use for the LHS, ARB and VDHR to comment on the proposed RFP.

ARCHAEOLOGICAL STUDIES

The prehistoric and historic archaeological resources shall be identified and evaluated and treatment plans shall be developed for National Register-eligible properties in accordance with the procedures outlined below before approval of any ground-disturbing activities at the Lorton Correctional Complex. The specific procedures are outlined below.

11) **Phase I Studies (Identification):**

a) GSA has conducted a Phase IA study of the entire Lorton Correctional Complex property. The BLM has completed a Phase IB of the Lorton Exchange Tract.
b) GSA shall perform Phase IB testing at the Lorton Correctional Complex property, excluding the Lorton Exchange Tract. The testing shall encompass those areas that have a high potential for disturbance from implementation of the Fairfax County Land Use Plan and have a moderate or high sensitivity for the presence of archaeological resources. This totals approximately 224 acres, and is delineated in Attachment C to this MOA. GSA shall submit a report meeting the federal standards entitled Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-44742, September 29, 1983), VDHR's Guidelines for Preparing Identification and Evaluation Reports for Submission Pursuant to Sections 106 and 110, National Historic Preservation Act, Environmental Impact Reports of State Agencies, Virginia Appropriations Act, 1992 Session Amendments (June 1992) to VDHR for review and comment. If no comments are received within 30 days, GSA can assume concurrence with the recommendations on eligibility made in the report.

c) If, in the future, ground disturbing activities are proposed by the future owners of the Lorton property in areas of moderate or high sensitivity that have yet to undergo Phase IB testing (approximately 436 acres), the party proposing the ground-disturbing activity shall perform Phase IB field testing for archaeological resources and shall consult with VDHR and the County on the need for Phase II testing. If Phase II testing is determined to be required by the County in consultation with VDHR, then the party shall perform the Phase II testing and any required Phase III Treatment.

d) All field testing shall be performed according to the published standards of VDHR for archaeological investigations within the Commonwealth of Virginia. To wit: Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-44742, September 29, 1983), VDHR's Guidelines for Preparing Identification and Evaluation Reports for Submission Pursuant to Sections 106 and 110, National Historic Preservation Act, Environmental Impact Reports of State Agencies, Virginia Appropriations Act, 1992 Session Amendments (June 1992).

12) **Phase II studies (Evaluation):**

Avoidance of potentially eligible archaeological sites is considered by VDHR to be the preferred treatment of identified sites. Avoidance of archaeological sites would obviate the need for Phase II investigations, reducing the cost of the undertaking and protecting the site.

a) In areas where GSA conducts Phase IB testing, GSA in consultation with the VDHR and the County of Fairfax will identify the potentially-eligible archaeological resources and determine the need for Phase II-level studies.

b) The owner of a property containing archaeological sites shall conduct Phase II archaeological studies prior to undertaking ground-disturbing activities that may adversely affect archaeological sites 44 FX 2485, 44 FX 2487, or any sites identified as per stipulation 11.

c) Phase II-level studies shall be conducted in accordance with "Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines" and the "Virginia Department of Historic Resources Guidelines for Archaeological Investigations."

d) Based on the results of the Phase II studies, the County of Fairfax shall determine, in consultation with the VDHR, if the sites meet the National Register criteria for eligibility (36 CFR Part 60.4). If the VDHR does not object to the County's recommendation on eligibility within thirty (30) days of receiving the recommendation and supporting documentation, then the County will assume concurrence. If a site is not eligible for listing in the National Register, then the proposed activities may proceed.

13) **Phase III (Treatment of Archaeological Resources):**

a) If an archaeological site is determined to be eligible for listing in the National Register, then a treatment plan shall be prepared by the owner of the potentially impacted site in consultation with the County and VDHR. The preferred treatments are avoidance, preservation in situ, or incorporation into protected areas. Avoidance, preservation in situ, and incorporation into protected areas shall all be explored before data recovery is selected as a treatment option. If a preferred treatment is not implemented, then the treatment plan will involve data recovery and, if appropriate, curation of artifacts and public interpretation.

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AHG

b) The County shall submit the treatment plan to the VDHR for review and comment prior to its implementation. The VDHR will have thirty (30) days to review the plan and comment. Any comments received within thirty (30) days of VDHR's receipt of the plan shall be addressed in the final treatment plan. If the VDHR does not comment within thirty (30) days, then the County will assume concurrence and proceed with implementing the plan.

14) **Dispute Resolution for Archaeological Resources:**

a) If the County of Fairfax and the VDHR disagree on the National Register eligibility of a site, then VDHR will refer the eligibility issue to the Council and the Council will obtain an opinion from the Keeper of the National Register.

b) If the County and VDHR disagree regarding the impacts of the project or the appropriate treatment plan, then VDHR will obtain the comments of the Council. The Council will provide comments within thirty (30) days of receiving the request for comment and the supporting documentation.

c) If after receiving the comments of the Council or the Keeper, the County and VDHR still cannot agree on an issue of National Register eligibility, anticipated effects on eligible properties, or treatment, then the County, in cooperation with the VDHR, will submit the issue to the Board of Supervisors for resolution.

Administrative Conditions

A. Amendments

Any party to this MOA may propose to GSA that the MOA be amended, whereupon GSA shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR Part 800.6.

B. Resolving Objections

1. Should any party to this MOA object in writing to GSA regarding any action carried out or proposed with respect to the implementation of this MOA, GSA shall consult with the objecting party to resolve the objection. If after initiating such consultation GSA determines that the objection cannot be resolved through consultation, GSA shall forward all documentation relevant to the objection to the Council including GSA's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

a) Advise GSA that the Council concurs in GSA's proposed response to the objection, whereupon GSA shall respond to the objection accordingly;

b) Provide GSA with recommendations, which GSA shall take into account in reaching a final decision regarding its response to the objection; or

c) Notify GSA that the objection will be referred for comment, and proceed to refer the objection and comment.

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ATG

2. Should the Council not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, GSA may assume the Council's concurrence in its proposed response to the objection.

3. GSA shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; GSA's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

4. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to any such measure or its manner of implementation be raised by a member of the public, GSA shall notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

5. Nothing in this agreement shall prevent a party to this agreement from seeking redress in a court of law to enforce the terms of this agreement, except in the case where any party to this Memorandum of Agreement is given the opportunity to raise objections and does not raise any objections in a timely manner. Such party shall not be permitted to seek redress in a court of law to enforce the terms of this Memorandum of Agreement with respect to the matter to which it raised no timely objections. If a court of law should find that the process outlined in either stipulation 6 or 7, whichever is applicable, was not followed, the party proposing the undertaking agrees to an immediate moratorium on the undertaking that shall continue until the process is completed.

C. Review of Implementation

If the stipulations have not been implemented within two years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR Part 800.6 to make such revisions.

D. Termination

1. If the BLM discontinues its role in the proposed exchange or if the exchange proposal is suspended, then the BLM will cease to be a party to this MOA as it relates to the Lorton Exchange Tract. If the BLM discontinues its role, then GSA shall assume the BLM's responsibilities as delineated in this MOA.

2. If GSA determines that it cannot implement the terms of this MOA, or if the Council or the VDHR determines that the MOA is not being properly implemented, GSA or the Council or the VDHR may propose to the other parties to this MOA that it be terminated.

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3. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.

4. Should such consultation fail, GSA or the Council or VDHR may terminate the MOA by so notifying all parties.

5. Should this MOA be terminated, GSA shall either:

   a) Consult in accordance with 36 CFR Part 800.6 to develop a new MOA; or

   b) Request the comments of the Council pursuant to 36 CFR Part 800.7.

Execution of this Memorandum of Agreement by GSA, the Council, and VDHR, and implementation of its terms, evidence that GSA has afforded the Council an opportunity to comment on the property transfer and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

GENERAL SERVICES ADMINISTRATION

By: Gordon S. Creed Date: April 9, 2001

Name
Gordon S. Creed
Deputy Assistant Commissioner
Office of Property Disposal

Name/Title (printed)

VIRGINIA DEPARTMENT OF HISTORIC RESOURCES

By: _____ Date: _____

Name

Kathleen S. Kilpatrick, Director

Name/Title (printed)

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 6/28/01

John M. Fowler, Executive Director

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Page 12 of 22

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AHG

CONCUR:

BUREAU OF LAND MANAGEMENT

By: _____ Date: _____
Name

_____
Name/Title (printed)

AHG

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Eastern States
7450 Boston Boulevard
Springfield, Virginia 22153
http://www.blm.gov/eso

IN REPLY REFER TO:

2200 (9100)

JUN 26 2001

Mr. Phil Youngberg
Environmental Manager
General Services Administration
77 Forsyth Street, Suite 450
Atlanta, Georgia 30303

Dear Mr. Youngberg:

The purpose of this correspondence is to provide official notification that, having discontinued its role in the Lorton exchange proposal, the Bureau of Land Management (BLM) declines the offer to be a signatory to the Memorandum of Agreement, regarding the transfer of the Lorton Correctional Complex out of Federal ownership. BLM assumes that per Section D.1 of the proposed MOA, GSA shall assume any responsibilities in the proposed agreement which would otherwise have been assigned to BLM. Should you have questions concerning this matter, you may contact Charles Bush, Meadowood Project Manager, on (703) 440-1745.

Sincerely,

Terry Lewis

Acting State Director
Eastern States

6/13/2001 12:32 4045620869 GSA PAGE 02

CONCUR:

COUNTY OF FAIRFAX

By: A H Griffin Date: 5/30/01
Name

ANTHONY H. GRIFFIN, COUNTY EXECUTIVE
Name/Title (printed)

AHG

CONCUR:

FAIRFAX COUNTY PARK AUTHORITY

By: Paul L. Balding Date: 5/14/01
Name

PAUL L. BALDING, DIRECTOR
Name/Title (printed)

AHG

CONCUR:

FAIRFAX COUNTY PUBLIC SCHOOLS

By: Jane K. Strauss Date: 6/15/01
Name

Jane K. Strauss, Chairman, Fairfax Co. School Board
Name/Title (printed)

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AHG

CONCUR:

FEDERATION OF LORTON COMMUNITIES

By: Linwood Gorham Date: June 18, 2000
Name

Linwood Gorham - President Lorton Federation
Name/Title (printed)

AHG

CONCUR:

LORTON HERITAGE SOCIETY

By: Harry Lattimore Date: 6-18-01
Name

Harry Lattimore, President
Name/Title (printed)

By: Irma A. Clifton Date: 6-18-01
Name

IRMA A. CLIFTON, Project MANAGER
Name/Title (printed)

EXHIBIT E
Page 18 **of** 22
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AHG

CONCUR:

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

By: _____ Date: May 15, 2002

Name

Walter L. Mess, Chairman
Name/Title (printed)

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AHG

Attachment A: Structures with contributing interior features,
Eligible District

Occoquan Workhouse, Residences, Farm Buildings & Miscellaneous:

H-40: Intact original woodwork and interior doors.
H-41: Laurel Hill home, not comprehensively surveyed, but original features known to exist.
H-42: Intact original fireplace, front door, woodwork & interior doors.
H-43: Intact original fireplace, woodwork and interior doors.
H-49: Intact original fireplace, woodwork, and interior doors.
H-51: Intact original fireplace, woodwork and interior doors
H-53: Intact original fireplace, woodwork, built-in bookcases and interior doors.
H-63: Intact original fireplace, front door, woodwork and interior doors.
W-12: Gymnasium/Assembly Hall. The proscenium, stage, and undivided interior space.
W-22: Livestock Barn: Intact livestock stalls

Central Facility (Reformatory & Penitentiary)

There are no architecturally significant interior features in the open-plan Central Facility buildings that set them apart for special preservation. However, one of the dormitories, survey No. R-20, retains its open, visible timber framing which may remain behind the ceilings of the other dormitory structures. This framing system contributes visually to the historic character of the dormitories and should be considered for preservation in any re-use plan for these buildings.

Attachment B: Contributing structures that do not require Feasibility Studies for Adaptive Use, prior to demolition, Eligible District

(The structures identified as not requiring feasibility studies for adaptive reuse fall into one of two categories:

1) *Structures of a unique construction or unusual function that are unlikely to be adaptable.*
2) *Structures that are small and of a simple construction and floor plan--usually a single open space.)*

Additional contributing structures may be added to or removed from this list by the County. LHS and VDHR shall be given 30 days to review and comment on revisions to the list.

	Key Number/Name	Building Name
1	W-29	Former Heating Plant
2	W-30	Equipment Storage - Farm
3	W-37	Building "H", by former sewage tanks
4	W-66	Storage Shed (Farm)
5	W-68	Farm Barn
6	W-70	Greenhouse (Farm)
7	W-86	Building by former sewage tanks
8	W-98	Former Slaughterhouse Building
9	W-Conc. Pad Tank Cover	Underground water tank associated with former sewage tanks
10	W-Corn Crib	
11	W-Farm Shed #1	Apple Barn Storage Shed
12	W-Farm Shed #2	Smoke House
13	W-Feed Barn #1	
14	W-Feed Barn #2	
15	W-Garage/Storage	Former Poultry Incubator
16	W-Guard Shack #1	
17	W-Guard Shack #2	
18	W-Guard Shack #3	
19	W-Guard Shack #4	
20	W-Sewage Tank #1	
21	W-Sewage Tank #2	
22	W-Steam Tunnels	Underground utility tunnels
23	W-Storage Barn #1	
24	Former Sewage Plant Bldg. #01	
25	Former Sewage Plant Bldg. #02	
26	Former Sewage Plant Bldg. #03	
27	Former Sewage Plant Bldg. #04	
28	Stoney Lonesome	Cemetery
29	R-38	OFACM Shops
30	R-56	Tower # 3
31	R-61	Tower # 8
32	R-76	OFACM (Storage Shed)
33	R-85	OFACM (Paint Shop)
34	R-86	Security & Storage
35	Boxing Area	
36	Storage	Small shed directly south of R-30 (Steam Heating Plant)
37	R-Steam Tunnels	Underground utility tunnels

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Attachment C: Overlay Map dated June 9, 2000
Levels of Potential Land Disturbance and Archaeological Sensitivity.

EXHIBIT F

Pursuant to the legislation, Congress provided that the U.S. General Services Administration (GSA) take custody and control of the Property, remediate it, and transfer it out of federal ownership. The District of Columbia, Department of Corrections (DOC) and its predecessors have operated the facility since 1910. The information below reflects a complete search of GSA files and includes all information shared by DOC. GSA excavated and removed soils contaminated with hazardous substances and wastes and petroleum products for proper characterization and off-site disposal in regulated and permitted facilities. GSA remediated soils and groundwater to the residential standard. All remedial action has been documented and is on file with the Virginia Department of Environmental Quality.

The following hazardous substances and petroleum products are known to have been released or disposed of on the Property:

Hazardous Substances	Lead	Ash	Paint Sludge	Petroleum Fuels	CS/CN Tear Gas
Quantity lbs (kg)[2]	4,980,000 lbs (2,258,928 kg)	15,728,100 lbs (7,134,266 kg)	31,999,840 lbs (14,515,127 kg)	143,847,400 lbs (65,249,181 kg)	100 lbs[3] (45 kg)
Dates of Release[4]	1950 to 1984	1950 to 1972	1960 to 1975	1950 to 1975	1960 to 1984
CASRN	7439-92-1	7439-92-1	7439-92-1; 7440-47-3	68334-30-5; 8006-61-9	532-27-4; 3811-04-9; 564-93-0; 81-88-9; 001-309-484; 7631-86-9;
Regulatory Synonym	Lead	Lead	Lead Based Paint; Lead; Chromium	Diesel; Gasoline	Chloroacetophenone; Potassium chlorate; Magnesium carbonate; o-Chlorobenzalmalononitrile; Magnesium Oxide; Fumed Silica; Tear gas; Mace; CS/CN;
RCRA Hazardous Waste Classification	D008	D008	D007, D008	N/A[5]	N/A[6]

Note 1: Soils were contaminated with Diesel Fuel #2, with small amounts of gasoline (less than 1%).
Note 2: The quantity listed is that of the contaminated soil affected by the release of the substance. The actual quantity of substance released is unknown.
Note 3: Some areas of the Property are known training grounds for riot control. The actual amount of substance released is unknown, but most was dispersed into the air. The amount of residues collected in canisters found on the Property total approximately 100 lbs.
Note 4: Release of hazardous substances took place over a period of time. These times spans are approximated to the best of GSA's knowledge.
Note 5: Petroleum substances are regulated separately under RCRA, not as a hazardous waste and not as a hazardous substance under CERCLA. The contaminated soil did not exhibit the characteristic for the constituents of gasoline including benzene, toluene, ethylbenzene, or xylenes.
Note 6: These specific compounds are not listed as a RCRA hazardous waste.

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Page 1 of 1

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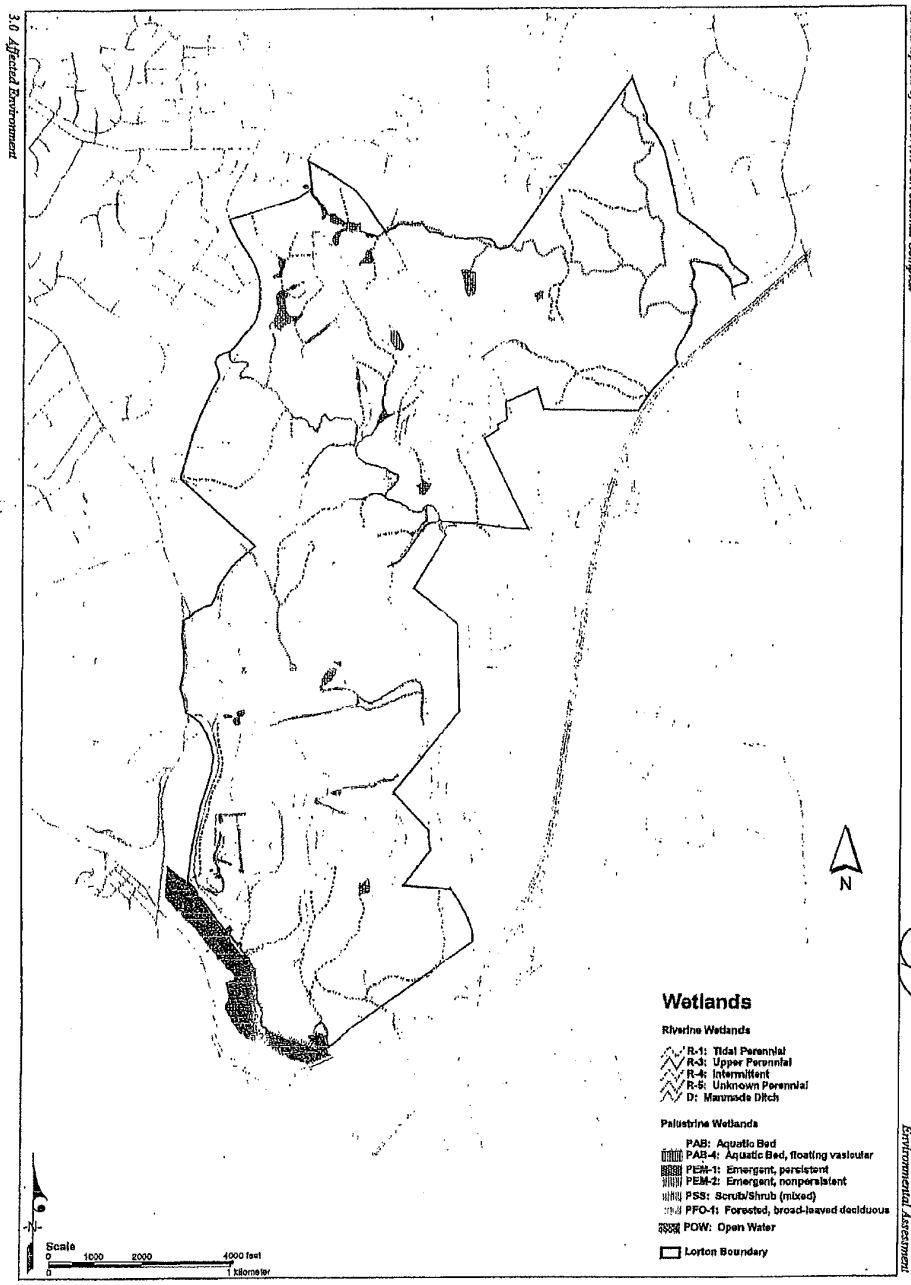
07/15/2002
RECORDED PARKING DO VA
TESTE: CLERK

Plat Attached

EXHIBIT C



Greenhorne & O'Mara, Inc.
9001 Edmonston Road
Greenbelt, Maryland 20770

EXHIBIT C
Page 1 of 1

Figure 3-3: Wetlands and Surface Waters

FIRST AMENDMENT TO
DEED OF GROUND LEASE

This **FIRST AMENDMENT TO DEED OF GROUND LEASE** (the "First Amendment") is made as of the ___ day of July, 2016, by and between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, in its proprietary capacity ("Fairfax County" or "Lessor") as the owner of certain land in Fairfax County, Virginia and not in its governmental or regulatory capacity, and **NORTHERN VIRGINIA REGIONAL PARK AUTHORITY**, a body corporate and politic ("NVRPA" or "Lessee").

Recitals

WHEREAS, Lessor and Lessee entered into a Deed of Ground Lease dated December 22, 2010 (the "Lease"), pursuant to which Lessor leased to Lessee that portion of the Lorton Correctional Facilities Complex that comprised the Occoquan Regional Park as generally depicted on **Exhibit A** attached to the Lease and is referred to in the Lease as the Premises.

WHEREAS, pursuant to Section 1.01 of the Lease, Lessor and Lessee agreed to replace **Exhibit A** to the Lease with a metes and bounds legal description which Lessor obtained at its sole cost and expense, such revised **Exhibit A** attached hereto as **Attachment 1** (the "Metes and Bounds Legal Description").

WHEREAS the Lease prohibits the NVRPA from placing septic systems on any part of the Premises.

WHEREAS NVRPA plans to build a park multipurpose center, to be known as the Jean R. Packard Occoquan Center, on the Premises and Fairfax County is willing to accept such sanitary sewer flow generated by the NVRPA, on specified terms and conditions, at Fairfax County's I-95 Landfill Complex.

NOW, THEREFORE, in consideration of the mutual covenants of Lessor and Lessee and for other good and valuable consideration, the receipt and legal sufficiency of which the parties acknowledge Lessor and Lessee agree as follows:

1. **Exhibit A** to the Lease is hereby deleted and a substitute **Exhibit A** is hereby replaced by The Metes and Bounds Legal Description attached here.

2. Section 4.03 of the Lease is amended by inserting the following underlined language:

Condition of Premises: It is expressly stipulated and agreed that the Premises shall be leased "AS IS," in its present condition, and with all faults and defects, whether known or unknown to either Lessee or Lessor, or both. Lessee expressly acknowledges that the Premises are adjacent to property owned by Lessor that has been used for landfill operations (the "Landfill") on which monitoring and related landfill monitoring activities have been conducted and will continue. Lessee further expressly acknowledges that to the extent deemed necessary by Lessor or required by applicable governmental entities, monitoring and related landfill monitoring activities may continue to be conducted on the Premises and that Lessee shall permit access to the Premises for such monitoring and related landfill monitoring activities. These related activities shall include, without limitation, landfill gas monitoring, placement of landfill gas wells, surface water monitoring, groundwater monitoring, groundwater remediation and the placement of groundwater monitoring. In recognition of the Landfill, Lessee agrees that at no time will Lessee permit any groundwater drinking wells or septic systems to be placed on any part of the Premises. As consideration for the restriction regarding septic facilities on the Property and the promises contained in this First Amendment, Lessor will allow Lessee, for the term of the Lease, to connect to Lessor's existing sanitary sewer system at the I-95 Landfill Complex. This connection shall be on terms agreed to in writing by the Deputy Director of the Solid Waste Management Program, Department of Public Works and Environmental Services, Fairfax County and Lessee. Lessee acknowledges that its decision to lease the Premises is based solely upon Lessee's inspection of the Premises and not upon any warranty or representation of Lessor, or of Lessor's employees, agents, or representatives, with regard thereto. It is expressly stipulated and agreed that none of the obligations to be undertaken hereunder by Lessor shall constitute any form of a warranty, express or implied, all such obligation being contractual covenants of performance. Without limiting the generality of the foregoing, THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OF SUITABILITY, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE. The parties agree that the herein provision disclaiming warranties, express and implied, and the provisions hereof under which Lessee assumes responsibility for the condition of the Premises, are provisions bargained for by the parties in entering into this Lease.

3. Except as set forth in this First Amendment, all other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment as of the date and year first hereinabove written

LESSOR:

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

By: _____
Edward L. Long Jr., County Executive

STATE OF VIRGINIA :

: to wit:

COUNTY OF FAIRFAX :

ACKNOWLEDGED before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

LESSEE:

NORTHERN VIRGINIA REGIONAL
PARK AUTHORITY

By: _____
Name:
Title:

STATE OF VIRGINIA :

: to wit:

COUNTY OF FAIRFAX :

ACKNOWLEDGED before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

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County of Fairfax, Virginia

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

DESCRIPTION OF THE
"LONG TERM GROUND LEASE"
OVER A PORTION OF PARCEL "I"
LORTON CORRECTIONAL COMPLEX (LCC)
PLAT OF DIVISION, D.B. 13116, PG. 2200
TAX MAP # 113-1 ((1)) 15, FAIRFAX COUNTY, VIRGINIA

Commencing at the intersection of Lorton Road – Rt. 642, and Ox Road – Rt. 123, thence ± 1362' in southerly direction along the center line of the of Ox Road to the Point of Beginning, a corner common to Parcel I, Parcel M, and Parcel G as shown on Lorton Correctional Complexes, LLC Plat of Division prepared by Greenhorne and O'Mara and recorded in D.B. 13116, PG. 2200; being the northwestern most corner of the land herein described.

From the Point of Beginning, departing the prescriptive Right of Way of Ox Road, coincident with Parcel G; S 77° 50' 42", W 33.77';

Thence continuing along the common line of Parcel G and Parcel I S 64° 43' 24" E, 923.51' to a corner common to Parcel I, Parcel G and Parcel H;

Thence departing Parcel G and coincident with Parcel H the following twenty-three (23) courses:

S 22° 24' 06" W, 568.17';
S 15° 14' 38" E, 607.84';
S 05° 08' 31" E, 228.25';
S 10° 21' 43" W, 221.13';
S 19° 46' 56" W, 664.11';
S 12° 05' 16" W, 1020.06';
S 03° 49' 08" W, 539.91';
S 14° 48' 40" E, 364.50';
S 43° 07' 53" E, 357.74';
N 85° 11' 41" E, 63.29';
S 54° 36' 03" E, 139.55';
N 62° 32' 56" E, 71.18';
N 19° 26' 56" E, 45.63';
N 67° 24' 52" E, 98.52';
N 76° 40' 38" E, 54.54';
N 80° 24' 03" E, 212.78';
S 08° 45' 40" W, 166.22';
S 79° 31' 19" E, 300.26';
N 07° 27' 10" E, 256.37';
N 84° 42' 12" E, 538.01';

Department of Public Works and Environmental Services
Capital Facilities, Construction Management Division, Land Survey Branch
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S 74° 44' 56" E, 545.00';
S 50° 35' 38" E, 91.54';
N 67° 27' 15" E, 533.64';

Thence departing the common line of Parcel H & Parcel I, Lorton Correctional Complex (LCC) and running through Parcel I the following three (3) courses:

S 75° 01' 56" E, 732.74';
N 65° 49' 17" E, 799.41';
S 82° 20' 26" E, 212.07' to the corner common to Parcel I and the lands of Furnace Associates, Inc., D.B. 15865, PG. 1132;

Thence continuing coincident with Furnace Associates, Inc., S 82° 20' 26" E, 1123.85' to the centerline of the prescriptive right-of-way of Furnace Road – Virginia State Route #611;

Thence along the centerline of Furnace Road the following eight (8) courses:

S 27° 39' 53" E, 30.20';
S 30° 07' 37" E, 329.82';
S 31° 43' 16" E, 259.93';
S 29° 54' 30" E, 83.90';
S 23° 59' 33" E, 92.22';
S 19° 40' 27" E, 91.41';
S 16° 27' 08" E, 85.45';
S 13° 52' 07" W, 37.20';

Thence departing the centerline of Furnace Road, coincident with the lands of Colchester Land Company, L.L.C., D.B. 9445, PG. 109, the following twenty-one (21) courses:

S 53° 09' 11" W, 3130.36';
N 14° 46' 18" W, 183.98';
N 27° 03' 12" W, 81.00';
N 05° 56' 12" W, 82.17';
N 61° 47' 22" W, 30.14';
N 60° 50' 42" W, 192.62';
N 76° 29' 42" W, 156.75';
N 55° 30' 02" W, 84.25';
N 65° 47' 22" W, 272.55';
N 37° 39' 02" W, 203.48';
N 81° 58' 02" W, 32.17';
N 45° 58' 28" W, 91.19';
S 18° 27' 48" W, 135.13';
S 67° 16' 38" E, 148.76';
S 30° 44' 52" E, 428.59';
S 65° 03' 12" E, 54.00';

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S 31° 54' 32" E, 206.66';
S 82° 54' 18" W, 64.78';
S 29° 00' 18" W, 355.81';
S 13° 20' 38" E, 167.10';
S 46° 50' 32" E, 182.95' to the shore line of the Occoquan River;

Thence with the shore line of the Occoquan River the following thirty-four (34) courses:

N 82° 20' 12" W, 230.20';
N 68° 37' 22" W, 257.19';
N 88° 19' 02" W, 187.17';
N 75° 52' 52" W, 227.31';
N 58° 11' 57" W, 276.78';
N 41° 22' 51" W, 105.87';
N 01° 56' 11" E, 211.90';
N 00° 21' 53" E, 89.79';
N 21° 36' 37" W, 306.42';
N 06° 31' 39" E, 106.97';
N 06° 46' 42" E, 194.29';
N 15° 38' 46" W, 94.85';
N 02° 02' 48" W, 214.07';
N 31° 12' 18" W, 240.82';
N 18° 46' 13" W, 92.58;
N 29° 19' 35" W, 132.29';
N 50° 10' 28" W, 124.39';
N 24° 50' 24" W, 129.16';
N 59° 56' 35" W, 86.38';
N 28° 31' 35" W, 99.93';
N 44° 57' 08" W, 114.06';
N 46° 54' 20" W, 122.60';
N 38° 49' 36" W, 460.53';
N 27° 20' 08" W, 70.45';
N 39° 30' 51" W, 132.59';
N 38° 32' 03" W, 334.42';
N 22° 40' 25" W, 166.84';
N 41° 56' 50" W, 87.14';
N 47° 42' 17" W, 58.00';
N 47° 00' 18" W, 78.64';
N 52° 12' 39" W, 61.84';
N 44° 09' 33" W, 243.03';
N 52° 25' 52" W, 169.70';
N 60° 04' 15" W, 123.27' to the easterly right-of-way line of Ox Road;

Thence departing the shore line of the Occoquan River, coincident with the easterly right-of-way line of Ox Road the following six (6) courses:

Department of Public Works and Environmental Services
Capital Facilities, Construction Management Division, Land Survey Branch
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N 05° 55' 12" E, 144.04';
N 23° 00' 49" E, 142.57';
N 04° 24' 36" W, 153.14';
N 02° 39' 12" W, 284.03';
N 05° 33' 04" E, 239.80';
N 01° 27' 04" W, 45.60' to a corner common to Parcel I, the lands of Newton Asphalt Company, Incorporated of Virginia, D.B. 5431, PG. 1105 and the lands of Virginia Public Service Company, D.B. C-11 at PG. 279;

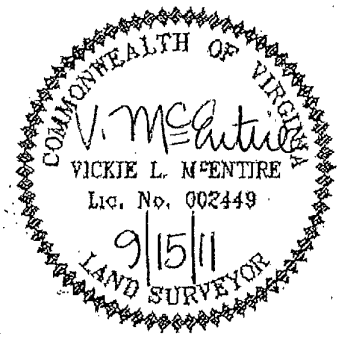
Thence departing the eastern right-of-way line of Ox Road, coincident with lands of said Newton Asphalt Company Incorporated of Virginia and then with the lands of the said Virginia Public Service Company, N 01 27' 04" W, 1959.29';

Thence coincident with Virginia Public Service Company, N 65° 07' 31" W, 553.88' to the centerline of Ox Road, being a corner of the lands of Fairfax County Water Authority, D.B. 10373, PG. 1122;

Thence departing said Virginia Public Service Company and continuing along the centerline of Ox Road the following eleven (11) courses:

N 17° 25' 01" E, 135.23';
N 13° 51' 49" E, 66.36';
N 04° 37' 49" E, 74.59';
N 01° 57' 18" W, 94.46';
N 05° 25' 49" W, 237.97';
N 08° 37' 53" W, 66.29';
N 18° 54' 17" W, 107.03';
N 25° 41' 36" W, 84.80';
N 20° 25' 45" W, 61.62';
N 07° 47' 07" W, 51.65';
N 06° 41' 12" W, 48.34' to the Point of Beginning.

Encompassing 322.2549 Acres



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Board Agenda Item
July 26, 2016

ACTION - 4

Grant Agreement Stormwater Local Assistance Fund (SLAF) 15-05 Amendment No. 1 Between the Virginia Department of Environmental Quality and Fairfax County for the Pinecrest Golf Course – Turkeycock Run Stream Restoration Project (Mason District)

ISSUE:
Board of Supervisors' approval of the Grant Agreement SLAF 15-05 Amendment No. 1 between the Virginia Department of Environmental Quality (DEQ) and Fairfax County that provides Stormwater Local Assistance Funds (SLAF) for the design and construction of the Pinecrest Golf Course –Turkeycock Run Stream Restoration project.

RECOMMENDATION:
The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the Grant Agreement SLAF 15-05 Amendment No. 1 with DEQ to provide SLAF grant funds to the County for the design and construction of the Pinecrest Golf Course –Turkeycock Run Stream Restoration project.

TIMING:
Board approval is requested on July 26, 2016

BACKGROUND:
The Virginia General Assembly created the SLAF to provide matching grants to local governments for planning, designing, and implementing best management practices to reduce pollution generated from stormwater runoff. In October 2014, the County submitted an application to the DEQ in response to the Fiscal Year 2015 SLAF grant solicitation. In its application, the County requested funding for nine stream and water quality improvement projects. In December 2014, DEQ issued a project funding list that included the following nine projects that were submitted by Fairfax County:

Accotink Tributary at Wakefield Park, South
Accotink Tributary at Wakefield Park, North
Paul Spring Branch at Gilbert McCutcheon Park
Colony Park
Accotink Tributary at Daventry

Board Agenda Item
July 26, 2016

Difficult Run at Oakton Estates
Inverchapel Road Outfall Rehabilitation
Flatlick Branch Phase I
Turkeycock Run Stream Restoration/Pinecrest Golf Course

The nine projects are located in the Braddock, Mason, Mount Vernon, Springfield, and Sully magisterial districts.

Collectively, these projects are computed to reduce phosphorous, nitrogen, and total suspended solids in our streams and the Chesapeake Bay by 518 pounds/year, 599 pounds/year, and 168 tons/year, respectively.

On March 1, 2016 the County Executive executed a grant agreement for all of the projects except the Pinecrest Golf Course - Turkeycock Run Stream Restoration which was not included in the grant agreement because the contract to construct the project had not been issued at the time the grant agreement was prepared by DEQ. DEQ issued the amended grant agreement after the construction contract was issued. Execution of the amended grant agreement submitted to the Board through this item is needed to receive reimbursement for eligible design and construction costs associated for the Pinecrest Golf Course - Turkeycock Run Stream Restoration project.

The Pinecrest Golf Course – Turkeycock Run Stream Restoration project was substantially complete in April 2016. The project restored approximately 300 linear feet of Turkeycock Run in the Cameron Run Watershed. This project is identified as CA9236 in the Cameron Run Watershed Management Plan is located entirely on Fairfax County Park Authority property at 6600 Little River Turnpike and found on Tax Map 72-1.

FISCAL IMPACT:
This grant reimburses funds expended by the County. The grant that was authorized by the Board on March 1, 2016, included up to $5,012,905 in eligible project costs the state would reimburse the County from $5,012,905 to $5,123,171, which is fifty percent of total eligible project costs for the nine projects incurred by the County. County funding for this project is appropriated in Fund 400-C40100, Stormwater Services, Project SD-000031, Streams and Water Quality Improvements, and in Fund 300-C30090, Pro Rata Share Drainage Construction. Reimbursed amounts will be received as revenue to the Stormwater program providing funds for other watershed improvement projects.

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:
Attachment 1: Virginia Department of Environmental Quality Clean Water Financing and Assistance Program Stormwater Local Assistance Fund (SLAF) Amendment to Grant Agreement
Attachment 2: Stormwater Local Assistance Fund Grant Agreement SLAF Grant No.: 15-05

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
Kirk Kincannon, Director, Fairfax County Park Authority

ATTACHMENT #1

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 1105, Richmond, Virginia 23218
www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

May 21, 2016

Mr. Craig Carinci
Fairfax County, Virginia
12000 Government Center Parkway, Suite 449
Fairfax, Virginia 22035

RE: SLAF Grant Agreement No. 15-05 Amendment No. 1
Fairfax County / Fairfax County Park Authority
Pine Crest Golf Course – Turkeycock Run Stream Restoration

Dear Craig,

Please find enclosed one (1) copy of the SLAF Grant Agreement Amendment No. 1 in regard to the above referenced Stormwater Local Assistance Fund (SLAF) Grant Agreement which was originally signed by Fairfax County, Virginia and the Virginia Department of Environmental Quality on March 31, 2016. The effective date for this SLAF Grant Modification is May 21, 2016. Please return two (2) original, signed copies to my attention. We look forward to working with you on this and future stormwater improvement projects and the Department appreciates your commitment to improving water quality within your jurisdiction.

If you have any additional questions or concerns, or require additional information, please do not hesitate to contact me at 804-698-4012 or Michael.Crocker@deq.virginia.gov.

Respectfully,

Michael Crocker
Project Oversight Team Leader
Office of Clean Water Financing and Assistance Program

Enclosure
Cc: Kenneth E. Savko – DEQ / CWFAP Project Manager

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

CLEAN WATER FINANCING AND ASSISTANCE PROGRAM
STORMWATER LOCAL ASSISTANCE FUND (SLAF)

AMENDMENT TO GRANT AGREEMENT

Grantee: Fairfax County / Fairfax County Park Authority – Fairfax County, Virginia
SLAF Grant No.: 15-05
Grant Modification No.: 1

The following modifications have been made to the original SLAF Grant Agreement based upon the addition of the listed project. A new signature page has been enclosed for your use. Please review the modifications, complete Exhibit E and return all materials in duplicate.

1. Pinecrest Golf Course – Turkeycock Run Stream Restoration

Amendments to SLAF Grant Agreement:

The Fairfax County Stormwater Local Assistance Fund Grant Agreement No. 15-05 that was finalized on March 31, 2016 included eight (8) initial projects for a Grant total of $5,012,905.00. This agreement is being modified to include one (1) additional project, the Pinecrest Golf Course – Turkeycock Run Stream Restoration. Incurred expenses for this project that will be amended to the original Grant Agreement include the following 50% cost share:

1. Engineering - $20,026.00
2. Construction - $85,942.00
3. Contingency- $4,298.00

The total 50% cost share of the Pinecrest Golf Course – Turkeycock Run Stream Restoration project, not including change orders, is $110,266.00. Therefore, the new grand total of the Fairfax County Grant Agreement is $5,123,171.00.

Attachments:

1. Page 3 – Article IV Compensation
2. Page 8 – Signature Page
3. Exhibit A – E ligible Project Description
4. Exhibit B – Total Project Budget
5. Exhibit C – Project Schedule
6. Schedule 1
7. Exhibit E – Expected Economic Life of Project Assets

other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III
SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$5,123,171.00** and represents the Commonwealth's fifty percent (50%) 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. 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 for approved eligible reimbursement of a minimum of one thousand ($1,000.00) dollars, excluding the final payment, 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 Eligible Project Budget, including the applicable local share for the portion of the Eligible 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.

Grantee: County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035-0052
Attn: Mr. Craig Carinci

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

7.13. Termination. The Agreement shall terminate upon final reimbursement to the Grantee.

ARTICLE VIII
COUNTERPARTS

8. 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.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Its: _____

Date: _____

GRANTEE'S AUTHORIZED REPRESENTATIVE

By: _____

Its: _____

Date: _____

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

Project Description:

1. Wakefield Park – A ccotink Tributary North (AC 9232): Restoration of approximately 870 linear feet of impaired stream channel.

2. Wakefield Park – A ccotink Tributary South (AC 9210): Restoration of approximately 2,700 linear feet of impaired stream channel.

3. Paul Spring – Restor ation of approximately 600 linear feet of impaired stream channel.

4. Colony Park – Restor ation of approximately 300 linear feet of stream channel including the retrofit of two (2) dry detention basins to constructed wetlands.

5. Accotink Tributary at Daventry – Restor ation of approximately 335 linear feet of impaired stream channel.

6. Difficult Run at Oakton Estates – Restoration of ap proximately 300 linear feet of impaired stream channel.

7. Inverchapel Road Outfall Repair and Stream Restoration – Restoration of ap proximately 175 linear feet of impaired stream channel.

8. Flatlick Branch (Phase 1) Stream Restoration – Restoration of a pproximately 1,850 linear feet of impaired stream channel.

9. Pinecrest Golf Course – T urkeycock Run Stream Restoration - Restoration of approximately 300 linear feet of impaired stream channel.

Fairfax County, Virginia

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: County of Fairfax, Virginia SLAF Grant No.: 15-05

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	Grant Eligible	%	Grant Amount
Design Engineering				
Wakefield Park - Accotink North	$396,428.14	$317,818.00	50.00%	$158,909.00
Wakefield Park - Accotink South	$768,872.17	$768,874.00	50.00%	$384,437.00
Paul Spring	$227,236.91	$227,238.00	50.00%	$113,619.00
Colony Park	$159,718.44	$159,720.00	50.00%	$79,860.00
Accotink at Daventry	$275,262.20	$275,264.00	50.00%	$137,632.00
Difficult Run at Oakton Estates	$94,326.29	$94,328.00	50.00%	$47,164.00
Inverchapel Road Outfall	$0.00	$0.00	50.00%	$0.00
Flatlick Branch (Phase 1)	$567,315.99	$567,316.00	50.00%	$283,658.00
Turkeycock Run	$40,050.56	$40,052.00	50.00%	$20,026.00
Sub-Total	$2,529,210.70	$2,450,610.00	50.00%	$1,225,305.00
Construction				
Wakefield Park - Accotink North	$893,431.60	$893,432.00	50.00%	$446,716.00
Wakefield Park - Accotink South	$2,315,527.70	$2,315,528.00	50.00%	$1,157,764.00
Paul Spring	$417,481.04	$417,482.00	50.00%	$208,741.00
Colony Park	$552,187.29	$552,188.00	50.00%	$276,094.00
Accotink at Daventry	$334,486.44	$334,488.00	50.00%	$167,244.00
Difficult Run at Oakton Estates	$184,613.60	$184,614.00	50.00%	$92,307.00
Inverchapel Road Outfall	$195,017.62	$195,018.00	50.00%	$97,509.00
Flatlick Branch (Phase 1)	$2,406,708.54	$2,406,710.00	50.00%	$1,203,355.00
Turkeycock Run	$171,882.62	$171,884.00	50.00%	$85,942.00
Sub-Total	$7,471,336.45	$7,471,344.00	50.00%	$3,735,672.00
Other				
Contingency				
Wakefield Park - Accotink North	$44,671.58	$0.00	50.00%	$0.00
Wakefield Park - Accotink South	$115,776.39	$115,778.00	50.00%	$57,889.00
Paul Spring	$20,874.05	$20,876.00	50.00%	$10,438.00
Colony Park	$27,609.36	$23,092.00	50.00%	$11,546.00
Accotink at Daventry	$16,724.32	$16,726.00	50.00%	$8,363.00
Difficult Run at Oakton Estates	$9,230.68	$9,232.00	50.00%	$4,616.00
Inverchapel Road Outfall	$9,750.88	$9,752.00	50.00%	$4,876.00
Flatlick Branch (Phase 1)	$120,335.42	$120,336.00	50.00%	$60,168.00
Turkeycock Run	$8,594.14	$8,596.00	50.00%	$4,298.00
Sub-Total	$373,566.82	$324,388.00	50.00%	$162,194.00
TOTALS	**$10,374,113.97**	**$10,246,342.00**		**$5,123,171.00**

Fairfax County, Virginia

EXHIBIT C

PROJECT SCHEDULE

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline	Note
Wakefield Park – A ccotink North	Stream Restoration / Engineering	Complete	
	Commence Construction	November 2015 / 15 months	
Wakefield Park – A ccotink South	Stream Restoration / Engineering	Complete	
	Commence Construction	November 2015 / 15 months	
Paul Spring	Stream Restoration / Engineering	Complete	
	Commence Construction	April 2015 / 5 months	
Colony Park	Stream Restoration – BMP Retrofit / Engineering	Complete	
	Commence Construction	September 2015 / 6 months	
Accotink at Daventry	Stream Restoration / Engineering	Complete	
	Commence Construction	April 2015 / 4 months	
Difficult Run at Oakton Estates	Stream Restoration / Engineering	Complete	
	Commence Construction	April 2015 / 4 months	
Inverchapel Road Outfall	Stream Restoration / Engineering	Complete	
	Commence Construction	October 2015 / 3 months	
Flatlick Branch (Phase 1)	Stream Restoration / Engineering	Complete	
	Commence Construction	November 2015 / 9 months	
Turkeycock Run	Stream Restoration / Engineering	Complete	
	Construction	Complete	

Fairfax County, Virginia

SCHEDULE 1
STORMWATER LOCAL ASSISTANCE FUND
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____
Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05 CERTIFYING SIGNATURE: _____ TITLE: _____

➢ Schedule 1 continued on next page.

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF 50% Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Payment	Total Grant Payments to Date	SLAF Grant Balance
Engineering								
Wakefield Park - Accotink North	$396,428.14	$317,818.00	$158,909.00					
Wakefield Park - Accotink South	$768,872.17	$768,874.00	$384,437.00					
Paul Spring	$227,236.91	$227,238.00	$113,619.00					
Colony Park	$159,718.44	$159,720.00	$79,860.00					
Accotink at Daventry	$275,262.20	$275,264.00	$137,632.00					
Difficult Run at Oakton Estates	$94,326.29	$94,328.00	$47,164.00					
Inverchapel Road Outfall	$0.00	$0.00	$0.00					
Flatlick Branch (Phase 1)	$567,315.99	$567,316.00	$283,658.00					
Turkeycock Run	$40,050.56	$40,052.00	$20,026.00					
Sub-Total	**$2,529,210.70**	**$2,450,610.00**	**$1,225,305.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Construction								
Wakefield Park - Accotink North	$893,431.60	$893,432.00	$446,716.00					
Wakefield Park - Accotink South	$2,315,527.70	$2,315,528.00	$1,157,764.00					
Paul Spring	$417,481.04	$417,482.00	$208,741.00					
Colony Park	$552,187.29	$552,188.00	$276,094.00					
Accotink at Daventry	$334,486.44	$334,488.00	$167,244.00					
Difficult Run at Oakton Estates	$184,613.60	$184,614.00	$92,307.00					
Inverchapel Road Outfall	$195,017.62	$195,018.00	$97,509.00					
Flatlick Branch (Phase 1)	$2,406,708.54	$2,406,710.00	$1,203,355.00					
Turkeycock Run	$171,882.62	$171,884.00	$85,942.00					
Sub-Total	**$7,471,336.45**	**$7,471,344.00**	**$3,735,672.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Other								
Contingency								
Wakefield Park - Accotink North	$44,671.58	$0.00	$0.00					
Wakefield Park - Accotink South	$115,776.39	$115,778.00	$57,889.00					
Paul Spring	$20,874.05	$20,876.00	$10,438.00					
Colony Park	$27,609.36	$23,092.00	$11,546.00					
Accotink at Daventry	$16,724.32	$16,726.00	$8,363.00					
Difficult Run at Oakton Estates	$9,230.68	$9,232.00	$4,616.00					
Inverchapel Road Outfall	$9,750.88	$9,752.00	$4,876.00					
Flatlick Branch (Phase 1)	$120,335.42	$120,336.00	$60,168.00					
Turkeycock Run	$8,594.13	$8,596.00	$4,298.00					
Sub-Total	$373,566.81	$324,388.00	$162,194.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	**$10,374,113.96**	**$10,246,342.00**	**$5,123,171.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

➢ Schedule 1 continued from previous page.

Total Grant Amount: $5,123,171.00
Previous Disbursements: $
This Request: $
Grant Proceeds Remaining: $

Notes:

1. Wakefield Park – A ccotink North (AC9232): Engineering costs have been reduced, including no SLAF contingency funds, in order to meet the SLAF Grant funding cap of $605,625.00.
2. Colony Park – SLAF cont ingency funds have been reduced to meet the SLAF Grant funding cap of $367,500.00
3. Pinecrest Golf Course – T urkeycock Run: Amended to Schedule 1 and the Grant Agreement.

EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Fairfax County, Virginia

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Wakefield Park – A ccotink North

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	605,625	20	2/28/2017	24	14,535,000
Building					
Equipment					
Contingency	0	20	2/28/2017	24	0
TOTAL	$ 605,625				$ 14,535,000

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 24

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Flatlick Branch (Phase I)

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	1,487,013	20	8/30/2016	23.5	34,944,806
Building					
Equipment					
Contingency	60,168	20	8/30/2016	23.5	1,413,948
TOTAL	$ 1,547,181				$ 36,358,754

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 23.5

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Pinecrest Golf Course – Turkeycock Run

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL					

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = _____

STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
SLAF Grant No.: 15-05

THIS AGREEMENT is made as of this Thirty-first day of March, 2016, by and between the Virginia Department of Environmental Quality (the "Department"), and the County of Fairfax, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized pursuant to Item C-39.40 in Chapter 1 of the 2014 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control 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.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under 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 State Water Control Board (the "Board") or 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:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department 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) "Capital Expenditure" means any cost of a type that is properly chargeable to a 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 Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "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 Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "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 Department and the Grantee.

(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 Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any

other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III
SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$5,012,905.00** and represents the Commonwealth's fifty percent (50%) 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. 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 for approved eligible reimbursement of a minimum of one thousand ($1,000.00) dollars, excluding the final payment, 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 Eligible Project Budget, including the applicable local share for the portion of the Eligible 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 Department shall request disbursement of 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. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. 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 Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of 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. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5 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.

4.6 Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-870-112 of the Virginia Stormwater Management Program (VSMP) Permit Regulations.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

6.3 Extraordinary Conditions.

(a) The Grantee may assert and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(1) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(2) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(a)(2), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. 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.

7.2. Non-Waiver. No waiver by the Department 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.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. 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. 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.

7.4. 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.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Program Manager

Grantee: County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035-0052
Attn: Mr. Craig Carinci

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

7.13. Termination. The Agreement shall terminate upon final reimbursement to the Grantee.

ARTICLE VIII
COUNTERPARTS

8. 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.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Its: Director of Administration

Date: 3-31-16

GRANTEE'S AUTHORIZED REPRESENTATIVE

By: _____

Its: County Executive

Date: 3/24/2016

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

Project Description:

1. Wakefield Park – Accotink Tributary North (AC 9232): Restoration of approximately 870 linear feet of impaired stream channel.

2. Wakefield Park – Accotink Tributary South (AC 9210): Restoration of approximately 2,700 linear feet of impaired stream channel.

3. Paul Spring – Restoration of approximately 600 linear feet of impaired stream channel.

4. Colony Park – Restoration of approximately 300 linear feet of stream channel including the retrofit of two (2) dry detention basins to constructed wetlands.

5. Accotink Tributary at Daventry – Restoration of approximately 335 linear feet of impaired stream channel.

6. Difficult Run at Oakton Estates – Restoration of approximately 300 linear feet of impaired stream channel.

7. Inverchapel Road Outfall Repair and Stream Restoration – Restoration of approximately 175 linear feet of impaired stream channel.

8. Flatlick Branch (Phase 1) Stream Restoration – Restoration of approximately 1,850 linear feet of impaired stream channel.

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	Grant Eligible	Grant %	Grant Amount
Design Engineering				
Wakefield Park - Accotink North	$396,428.14	$317,818.00	50.00%	$158,909.00
Wakefield Park - Accotink South	$768,872.17	$768,874.00	50.00%	$384,437.00
Paul Spring	$227,236.91	$227,238.00	50.00%	$113,619.00
Colony Park	$159,718.44	$159,720.00	50.00%	$79,860.00
Accotink at Daventry	$275,262.20	$275,264.00	50.00%	$137,632.00
Difficult Run at Oakton Estates	$94,326.29	$94,328.00	50.00%	$47,164.00
Inverchapel Road Outfall	$0.00	$0.00	50.00%	$0.00
Flatlick Branch (Phase 1)	$567,315.99	$567,316.00	50.00%	$283,658.00
Sub-Total	$2,489,160.14	$2,410,558.00	50.00%	$1,205,279.00
Construction				
Wakefield Park - Accotink North	$893,431.60	$893,432.00	50.00%	$446,716.00
Wakefield Park - Accotink South	$2,315,527.70	$2,315,528.00	50.00%	$1,157,764.00
Paul Spring	$417,481.04	$417,482.00	50.00%	$208,741.00
Colony Park	$552,187.29	$552,188.00	50.00%	$276,094.00
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Other				
Contingency				
Wakefield Park - Accotink North	$44,671.58	$0.00	50.00%	$0.00
Wakefield Park - Accotink South	$115,776.39	$115,778.00	50.00%	$57,889.00
Paul Spring	$20,874.05	$20,876.00	50.00%	$10,438.00
Colony Park	$27,609.36	$23,092.00	50.00%	$11,546.00
Accotink at Daventry	$16,724.32	$16,726.00	50.00%	$8,363.00
Difficult Run at Oakton Estates	$9,230.68	$9,232.00	50.00%	$4,616.00
Inverchapel Road Outfall	$9,750.88	$9,752.00	50.00%	$4,876.00
Flatlick Branch (Phase 1)	$120,335.42	$120,336.00	50.00%	$60,168.00
Sub-Total	$364,972.68	$315,792.00	50.00%	$157,896.00
TOTALS	**$10,153,586.65**	**$10,025,810.00**		**$5,012,905.00**

Fairfax County, Virginia

EXHIBIT C

PROJECT SCHEDULE

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline	Note
Wakefield Park – Accotink North	Stream Restoration / Engineering	Complete	
	Commence Construction	November 2015 / 15 months	
Wakefield Park – Accotink South	Stream Restoration / Engineering	Complete	
	Commence Construction	November 2015 / 15 months	
Paul Spring	Stream Restoration / Engineering	Complete	
	Commence Construction	April 2015 / 5 months	
Colony Park	Stream Restoration – BMP Retrofit / Engineering	Complete	
	Commence Construction	September 2015 / 6 months	
Accotink at Daventry	Stream Restoration / Engineering	Complete	
	Commence Construction	April 2015 / 4 months	
Difficult Run at Oakton Estates	Stream Restoration / Engineering	Complete	
	Commence Construction	April 2015 / 4 months	
Inverchapel Road Outfall	Stream Restoration / Engineering	Complete	
	Commence Construction	October 2015 / 3 months	
Flatlick Branch (Phase 1)	Stream Restoration / Engineering	Complete	
	Commence Construction	November 2015 / 9 months	

EXHIBIT D

REQUISITION FOR REIMBURSEMENT
(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Program Manager

RE: **Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 15-05

Dear Program Manager:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _____. 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 that are Capital Expenditures.

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

Fairfax County, Virginia

SCHEDULE 1
STORMWATER LOCAL ASSISTANCE FUND
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____
Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05 CERTIFYING SIGNATURE: _____ TITLE: _____

➢ Schedule 1 continued on next page.

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF 50% Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Payment	Total Grant Payments to Date	SLAF Grant Balance
Engineering								
Wakefield Park - Accotink North	$396,428.14	$317,818.00	$158,909.00					
Wakefield Park - Accotink South	$768,872.17	$768,874.00	$384,437.00					
Paul Spring	$227,236.91	$227,238.00	$113,619.00					
Colony Park	$159,718.44	$159,720.00	$79,860.00					
Accotink at Daventry	$275,262.20	$275,264.00	$137,632.00					
Difficult Run at Oakton Estates	$94,326.29	$94,328.00	$47,164.00					
Inverchapel Road Outfall	$0.00	$0.00	$0.00					
Flatlick Branch (Phase 1)	$567,315.99	$567,316.00	$283,658.00					
Sub-Total	**$2,489,160.14**	**$2,410,558.00**	**$1,205,279.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Construction								
Wakefield Park - Accotink North	$893,431.60	$893,432.00	$446,716.00					
Wakefield Park - Accotink South	$2,315,527.70	$2,315,528.00	$1,157,764.00					
Paul Spring	$417,481.04	$417,482.00	$208,741.00					
Colony Park	$552,187.29	$552,188.00	$276,094.00					
Accotink at Daventry	$334,486.44	$334,488.00	$167,244.00					
Difficult Run at Oakton Estates	$184,613.60	$184,614.00	$92,307.00					
Inverchapel Road Outfall	$195,017.62	$195,018.00	$97,509.00					
Flatlick Branch (Phase 1)	$2,406,708.54	$2,406,710.00	$1,203,355.00					
Sub-Total	**$7,299,453.83**	**$7,299,460.00**	**$3,649,730.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Other								
Contingency								
Wakefield Park - Accotink North	$44,671.58	$0.00	$0.00					
Wakefield Park - Accotink South	$115,776.39	$115,778.00	$57,889.00					
Paul Spring	$20,874.05	$20,876.00	$10,438.00					
Colony Park	$27,609.36	$23,092.00	$11,546.00					
Accotink at Daventry	$16,724.32	$16,726.00	$8,363.00					
Difficult Run at Oakton Estates	$9,230.68	$9,232.00	$4,616.00					
Inverchapel Road Outfall	$9,750.88	$9,752.00	$4,876.00					
Flatlick Branch (Phase 1)	$120,335.42	$120,336.00	$60,168.00					
Sub-Total	$364,972.68	$315,792.00	$157,896.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	**$10,153,586.65**	**$10,025,810.00**	**$5,012,905.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

➢ Schedule 1 continued on next page.

Total Grant Amount: $5,012,905.00
Previous Disbursements: $
This Request: $
Grant Proceeds Remaining: $

Notes:

1. Wakefield Park – Accotink North (AC9232): Engineering costs have been reduced, including no SLAF contingency funds, in order to meet the SLAF Grant funding cap of $605,625.00.
2. Colony Park – SLAF contingency funds have been reduced to meet the SLAF Grant funding cap of $367,500.00

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

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 Eligible Project.

_____
(Project Engineer)

_____
(Date)

Fairfax County, Virginia

EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: County of Fairfax, Virginia

SLAF Grant No.: 15-05

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Fairfax County, Virginia

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Wakefield Park – Accotink North

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	605,625	20	2/28/2017	24	14,535,000
Building					
Equipment					
Contingency	0	20	2/28/2017	24	0
TOTAL	$ 605,625				$ 14,535,000

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 24

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Wakefield Park – Accotink South

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	1,542,201	20	2/28/2017	24	37,012,824
Building					
Equipment					
Contingency	57,889	20	2/28/2017	24	1,389,336
TOTAL	$ 1,600,090				$ 38,402,160

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 24

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Paul Spring

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	322,360	20	9/10/2015	22.6	7,279,963
Building					
Equipment					
Contingency	10,438	20	9/10/2015	22.6	235,725
TOTAL	$ 332,798				$ 7,515,688

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 22.6

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Colony Park

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	355,954	20	2/28/2016	23	8,186,942
Building					
Equipment					
Contingency	11,546	20	2/28/2016	23	265,558
TOTAL	$ 367,500				$ 8,452,500

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 23

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Accotink at Daventry

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	304,876	20	1/30/2016	23	7,012,148
Building					
Equipment					
Contingency	8,363	20	1/30/2016	23	192,349
TOTAL	$ 313,239				$ 7,204,497

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 23

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Difficult Run at Oakton Estates

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	139,471	20	6/30/2015	22.3	3,114,852
Building					
Equipment					
Contingency	4,616	20	6/30/2015	22.3	103,091
TOTAL	$ 144,087				$ 3,217,943

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 23

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Inverchapel Road Outfall

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	97,509	20	12/15/2015	22.8	2,226,456
Building					
Equipment					
Contingency	4,879	20	12/15/2015	22.8	111,335
TOTAL	$ 102,385				$ 2,337,791

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 22.8

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Flatlick Branch (Phase I)

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	Total Cost Financed with Grant	Economic Life	Date Asset Placed in Service	Adjusted Economic Life	Column II x Column V
Land Improvements	1,487,013	20	8/30/2016	23.5	34,944,806
Building					
Equipment					
Contingency	60,168	20	8/30/2016	23.5	1,413,948
TOTAL	$ 1,547,181				$ 36,358,754

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = 23.5

Board Agenda Item
July 26, 2016

ACTION - 5

Approval of an Amended Parking Reduction for the Rolling-Fullerton Phase 4, Lot G Warehouses (Mount Vernon District)

ISSUE:
Board approval of a 39.2 percent reduction in required parking for the Rolling-Fullerton Phase 4, Lot G Warehouses, located at 7719 Fullerton Road, Tax Map No. 098-2-15-0000-G1, Mount Vernon District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) approve a parking reduction of 39.2 percent (78 fewer spaces) for the Springs Montessori School located at the Rolling-Fullerton Phase 4, Lot G Warehouses, 7719 Fullerton Road, pursuant to Paragraph 4(B) of Section 11-102 of Chapter 112 (Zoning Ordinance) of the *Code of the County of Fairfax, Virginia,* based on an analysis of the parking requirements for each use on the site and a parking study, #2505-PKS-004, of the hourly parking accumulation characteristics, on condition that:

1. A minimum of 121 parking spaces must be maintained on site at all times to serve the following uses:

    a. a total of 7100 GSF office uses (existing)
    b. a 15,800 GSF church with 422 seats (existing), and
    c. a 17,600 GSF child care center with private school of general education (12,100 GSF existing)

2. Any additional uses not listed in Condition #1 shall provide parking at rates required by the Zoning Ordinance.

3. A maximum of 422 seats are permitted for the church use. The church will not hold weekday evening services before 7:00 P.M., as specified in the Parking Study.

4. As specified in the Parking Study, the child care center with private school of general education will be limited to a total maximum enrollment of 200 children,

no more than 31 teachers and staff, and the hours of operation shall be limited to 7:00 A.M. to 6:00 P.M., Monday through Friday.

5. The current owners, their successors or assigns of the parcels identified as Tax Map #098-2-15-0000-G1 shall submit a parking space utilization study for review and approval by the Director at any time in the future that the Zoning Administrator or the Director so requests. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the property's parking needs which may include, but is not limited to, compliance with the full parking requirements specified in Article 11 of the Zoning Ordinance.

6. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director shall be based on applicable requirements of the Code and the Zoning Ordinance in effect at the time of said parking utilization study submission.

7. All parking provided shall comply with all other applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the Virginia Uniform Statewide Building Code.

8. The conditions of approval of this parking reduction shall be incorporated into any site plan or site plan revision submitted to the Director for approval.

9. Notwithstanding condition #1, the Director may approve future modifications to the mix of uses listed above provided that (a) the total gross square footage of non-residential development established on the site does not increase; and (b) a new parking generation study demonstrates to the satisfaction of the Director that the peak parking demand among the proposed uses is comparable to that of the mix of uses associated with the approved parking reduction and (c) the 39.2 percent reduction granted by the Board is not exceeded. The minimum number of spaces required by conditions #1 shall be maintained unless otherwise approved by the Director of Land Development Services. Upon receipt of a modification request, the Director may also require submission of a parking utilization study, if it is determined to be needed to evaluate the existing parking conditions at the time of the new request.

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

11. Unless an extension has been approved by the Director, the approval of this parking reduction request shall expire without notice 6 months from its approval date if Condition #10 has not been satisfied.

12. Approval of this parking reduction, including all conditions set forth herein, shall supersede and replace any and all previously approved parking reductions for the subject property including the parking reduction that was approved by the Fairfax County Board of Supervisors on July 29, 2014.

TIMING:
Board action is requested on July 26, 2016

BACKGROUND:
The Springs Montessori School ("the Springs") is an existing child care center with a private school of general education operating in the existing Rolling-Fullerton Phase 4, Lot G1, warehouse located at 7719 Fullerton Road. The Springs is seeking to expand its child care center into the adjacent vacant office and warehouse space within the existing building and increase the total number of students from 150 to 200 children with a corresponding increase in the number of teachers and staff from 24 to 31.

The subject site currently includes a mix of uses, including office, warehouse, the existing Springs child care center, and existing church (i.e. the Summit Church, formerly, the Family Worship Center). The property is zoned I-5, and is part of a larger development that is subject to proffered conditions associated with Rezoning Application RZ 81-S-075, approved by the Board on February 8, 1982. On September 25, 2006, the Board approved a 27.4 percent reduction (45 fewer spaces) for the site to accommodate an expansion of the existing church to 422 seats based on shared parking for the uses at the site. When the Springs first sought to share the site with the existing uses in 2014, a new parking study was required and, on July 29, 2014, the Board approved an amended parking reduction to allow the Springs child care center to operate with a maximum of 150 children and 24 teachers and staff.

The Springs has submitted an amendment to the 2014 parking study to expand their facility and increase its enrollment and staff as described above. Pursuant to Paragraph 4(B) of Section 11-102 of the Zoning Ordinance, the Board may reduce the total number of parking spaces required by the strict application of the Zoning Ordinance when it has been adequately demonstrated that fewer spaces will adequately serve two (2) or more uses by reason of the hourly parking accumulation characteristics of such uses, and

when such reduction will not adversely affect the site or adjacent area. The strict application of Zoning Ordinance dictates that, when the use or building contains a combination of uses, the total number of parking spaces is based on the sum of the required spaces for each use. Based on an analysis of the parking required for each proposed use on the site, a total of 199 parking spaces would be required based on a strict application of the Ordinance. This is 3 less spaces than currently required based on the existing uses that are now parked for office and warehouse. The available parking on the site is 121 parking spaces.

The Springs will continue to operate the child care center Monday through Friday, from 7 a.m. to 6 p.m. resulting in a peak parking demand during morning drop-off and afternoon pick-up. The peak parking demand for the church occurs during Sundays or Wednesday evening services, when the Springs and the remaining warehouse uses are closed. The applicant's parking analysis indicates that due to the reduced parking demand associated with the decreased office/warehouse space, the Springs with its higher enrollment can share the available parking spaces with the other remaining uses on this site based on the hourly parking accumulation characteristics for each of the uses without adversely affecting the site or adjacent area.

Based on the above, staff recommends that the Board approves this request subject to the conditions listed above. This recommendation has been prepared by Land Development Services and coordinated with the Department of Planning & Zoning, the Department of Transportation and the Office of the County Attorney.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Parking Reduction Request and Parking Study # 2505-PKS-004-1, dated March 1, 2016 and revised thru May 3, 2016, prepared by VIKA Virginia, LLC.

STAFF:
Robert A. Stalzer, Deputy County Executive
William D. Hicks, Director, Land Development Services
Thomas P. Biesiadny, Director, Fairfax County Department of Transportation

2505-PKS-004-1 ATTACHMENT 1

ENGINEERS ◦ PLANNERS ◦ LANDSCAPE ARCHITECTS ◦ SURVEYORS ◦ 3D LASER SCANNING

May 3, 2016

Jan Levitt
Code Enforcement
12055 Government Center Parkway
Fairfax, VA 22035

RE: Revised Parking Reduction
The Springs Montessori School
Fairfax County Tax Parcel 98-2 ((15)) G1
Rolling-Fullerton Phase 4, Lot 6 Warehouses
Mount Vernon District
VIKA #VV7682.C

Dear Jan:

The purpose of this letter is to request on behalf of my client, The Springs Montessori School (the Springs), a modification to the existing parking reduction on the above referenced property. This existing parking reduction was coordinated with Mr. Jerry Stonefield of your office. This request is made in accordance with Section 11-106.3 of the Fairfax County Zoning Ordinance (ZO).

There are two uses on the site which occupy a majority of the space at present. These are Summit Church (the Church), formerly The Family Worship Center, and the Springs.

The Church has been serving the community for more than 15 years, while the Springs is a program that has been providing Montessori education to the Northern Virginia area since 1966.

The previous parking reduction was approved on July 29, 2014. This reduction was an amendment to a 2006 parking reduction, and introduced the Springs use onto the property. This 2014 reduction was for 81 fewer spaces than the code required number of spaces. A copy of this reduction and the Board of Supervisors approval of the same are included as attachments to this letter.

The subject reduction intends to increase the size of the Springs. Since the approval of the 2014 reduction, the Springs has been in operation on the property and has enjoyed a great deal of success. This success has led to the desire to expand the Springs into space which had previously been used as office or warehouse. The Springs proposes to occupy 2,000 sf of office and 3,300 sf of warehouse currently on the site. This space was identified as Suite E2, Suite F2 (first floor), and Suite G2 in the 2014 reduction (and 2505-PKS-03). Incidentally as part of the Springs expansion buildout, the Mezzanine space from 2505-PKS-03 (Suite F2 Mezz) would be eliminated and the office space in Suite C would increase by 100 sf. This change would increase the size of the Springs to 17,600 sf, while also increasing the number of students to 200 and the number of teachers to 31. The net change to the required number of parking

VIKA Virginia, LLC
8180 Greensboro Drive, Suite 200 ◦ Tysons, Virginia 22102 ◦ 703.442.7800 Fax 703.761.2787
Tysons, VA ◦ Germantown, MD ◦ Washington, DC
www.vika.com

spaces for this increase to the Springs (52 to 67) and this decrease to the office (even with the additional 100 sf in Suite C) and warehouse (40 to 26 and 4 to 0 respectively) would be 3 less spaces required.

Although this proposed expansion of the Springs would result in less required parking, which would at first glance seem to be covered under the 2014 reduction, there is specific language in the current 2014 reduction stating:

> As specified in the Parking Study, the child care center with private school of general education will be limited to a total maximum enrollment of 150 children, no more than 24 teachers and staff, and hours of operation shall be limited to 7:00 A.M. to 6:00 P.M., Monday through Friday.

Additionally, there is language in the 2014 reduction stating:

> The uses permitted per this parking reduction are:
> A total of 11,000 GSF office uses
> A total of 3,500 GSF warehouse uses
> A 15,800 GSF church with 422 seats, and
> A 12,100 GSF child care center with school of general education

The subject revision to the 2014 reduction is therefore needed to adjust the mix of uses and the size limitations for the Springs.

Pursuant to article 11-106 of the ZO, I hereby request that a reduction in the number of parking spaces required for the existing Assembly use (the Church) and the Springs be granted – eliminating the need for expansion of existing parking facilities or use of other parking spaces connected to the site. The requested reduction is for **39.2% (78 spaces)**. Per Article 11 parking rates (as shown in the attached parking tabulation) the required parking would be 199 spaces, while the proposed site condition would result in 121 spaces. Because this number of spaces provided has not been decreased from the 2014 approved reduction, and because the number of required spaces from the 2014 reduction is decreased, the requested reduction has been decreased relative to the approved 2014 reduction amount of 40.1% (81 spaces).

The basis of this request remains the same as the 2014 and 2006 parking reductions. The Church hours of operation on Sunday's and Wednesday evenings differ from the hours of operation of the rest of the site – Monday through Friday from 7:00 A.M. to 6:00 P.M. for the Springs and Monday through Saturday from opening until 6:00 P.M. for the existing office use which is to remain.

In securing approval for the Springs to occupy its current space on the property, certain improvements were made with an associated Minor Site Pan (2505-MSP-001), and revision thereto. This Minor Site Plan, and its associated waivers / deferrals, and a future construction

Jan Levitt
Code Enforcement

RE: ***Parking Reduction***
Family Worship Center and The Springs Montessori School
Fairfax County Tax Parcel 98-2 ((15)) G1
Rolling-Fullerton Phase 4, Lot 6 Warehouses
Mount Vernon District
VIKA #VV7682.C

agreement addressed compliance with the conditions of RZ 81-S-075, specifically the need for landscaping and a berm along the properties Rolling Road frontage. This berm and landscaping are now in place. Further, the Minor Site Plan, waivers / deferrals, and future construction agreement addressed the placement of play equipment between the existing building and Rolling Road, which is not being modified as part of this request. Streetlight and sidewalk improvements along the Rolling Road frontage were also addressed. In short, none of these previous items are affected by this amendment to the parking reduction; therefore no other revision beyond the PKS and Parking Reduction will be required. No site work is necessary.

Attached to this letter is a copy of 2505-PKS-004 which tabulates the required parking for the existing uses to remain as well as the proposed increase to the Springs. Also attached are Parking Accumulation Exhibits, which are based largely on the exhibits provided with the 2014 parking reduction request, updated to reflect the expansion of the Springs and the removal of the office/warehouse use being replaced by the Springs.

I appreciate your consideration in this matter, please feel free to contact me with any questions you may have.

Sincerely,
VIKA Virginia, LLC

Stephen E. Crowell, P.E.
Senior Project Manager / Senior Associate

Enclosures: Parking Study (2505-PKS-04)
Parking Accumulation Exhibits
2505-SP-02
Parking Striping Plan
Board Approval Letter for Previously Approved Parking Reduction Request dated July 30, 2014
2505-PKS-03 (for reference)

P:\projects\7682\7682C\Letter\Parking Reduction.doc

*Existing Spaces from 2505-PKS-03 left in the same breakdown to ease the comparison from that study to this one. All of the rate and required parking from these spaces have been consolidated into the new childcare with school use at its new size - in a single entry

*** An existing parking reduction exists on the property - an amended parking reduction of 39.2% (78 spaces) requested from the Board of Supervisors

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

Project Name VIKA Virginia, LLC.
Project Number 2505-PKS-04
Tax Map Number 98-2 ((15)) G1
Zoning District I-5
Rezoning Case Number RZ 81-S-075
Proffers: ☒ Yes ☐ No (Note 1 on page 3)
Proffered Use Restrictions No Outdoor Storage
Submitter's Name VIKA Virginia, LLC.
Address 8180 Greensboro Drive, Tysons VA, 22102 Phone 703-442-7800
Email crowell@vika.com

CHECK IF USE IS REVISED	ADDRESS	LIST EACH FLOOR (Include basement)	SUITE #	USE (Notes 2, 3 and 4)	USE PERMITTED BY RIGHT	USE PERMITTED BY SPECIAL PERMIT SP	USE PERMITTED BY SPECIAL EXCEPTION SE	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (Note 5)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
	7719 Fullerton Road	First	A	Office	X			1,750							Mon thru Sat only	3.6/1000	6.3
	7719 Fullerton Road	First	B	Office	X			1,750							Mon thru Sat only	3.6/1000	6.3
	7719 Fullerton Road	Second	C	Office	X			3,600							Mon thru Sat only	3.6/1000	12.96
X	7719 Fullerton Road	First	E2	Childcare w/ School	X			2,000							Mon thru Fri only	*	*
X	7719 Fullerton Road	First	F2	Childcare w/ School	X			1,200							Mon thru Fri only	*	*
X	7719 Fullerton Road	First	G2	Childcare w/ School	X			2,300							Mon thru Fri only	*	*
	7719 Fullerton Road	First	D,E,F,G	Childcare w/ School	X**			12,100					31	200	Mon-Fri only to 6:00 PM	1 / teacher 4 visitor 0.16 / child	67 *

** This use allowed by-right per section 5-505 of the Z.O. - see attached exhibits for demonstration that access is through parks internal circulation system - per 2505-SP-02 the park GFA total is well in excess of 50,000 sf and there are multiple buildings in the park

TOTAL PARKING SPACES REQUIRED FOR ENTIRE SITE PLAN 199 (1)

ACCESSIBLE SPACES REQUIRED: 4 REGULAR SPACE(S) + 1 VAN ACCESSIBLE SPACE(S) = 5

ACCESSIBLE SPACES PROVIDED: 4 REGULAR SPACE(S) + 1 VAN ACCESSIBLE SPACE(S) = 5

(The total number of parking spaces, including accessible parking spaces, available and useable for vehicular parking on the area covered by this site plan (Note 6)] TOTAL PARKING SPACE(S) PROVIDED 121***

(1) This includes:
25.56 spaces (rounded to 26) for office
67 spaces for the childcare with school
106 spaces for the church

Updated: July 2015

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

If additional space is required, use sheet # 2

CHECK IF USE IS REVISED	ADDRESS	LIST EACH FLOOR (include basement)	SUITE #	USE (Notes 2, 3 and 4)	USE PERMITTED BY	USE PERMITTED BY SPECIAL	USE PERMITTED BY SPECIAL	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (Note 5)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
	7719 Fullerton Road	1st & 2nd	H,I,J,K,L		X			15,800						422 Members	After 7:00 weekday Anytime Sunday	1 per 4 members	106

TOTAL PARKING SPACES REQUIRED FOR ENTIRE SITE PLAN 199 (1)

ACCESSIBLE SPACES REQUIRED: 4 REGULAR SPACE(S) + 1 VAN ACCESSIBLE SPACE(S) = 5

ACCESSIBLE SPACES PROVIDED: 4 REGULAR SPACE(S) + 1 VAN ACCESSIBLE SPACE(S) = 5

(The total number of parking spaces, including accessible parking spaces, available and useable for vehicular parking on the area covered by this site plan (Note 6)]

TOTAL PARKING SPACE(S) PROVIDED 121 ***

Updated: July 2015

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

[1]List proffered use Prohibitions or Limitations.

[2]In building where one floor has more than one use (personal services, general office & retail), use a separate line for each use. The uses must correspond to those identified in Article 11 of the Zoning Ordinance, or else documentation of the Zoning Administration determination must be attached to the tabulation.

[3]Units which are vacant shall be included, the intended use shall be indicated and parking allocated.

[4]Developer should make an initial parking assignment for each unit on the site plan. If developer, condominium, association or landlord wishes to make changes to assigned number of spaces after final site plan bond release, a site plan revision for reallocation of parking will be required. This form, when properly completed and certified, is intended to be such a site plan revision

[5]If use is a Grandfathered use, it may be calculated at previous code parking rate if so identified and justification is submitted with the parking tabulations.

APPLICANT CERTIFICATION

[6]Certification by signature and seal is taken to mean that the Applicant has performed an onsite inspection of the property to confirm that the number of parking spaces shown as being provided is actually available on the site and useable (not occupied or blocked by dumpsters, air conditioners, incinerators, storage trailers, etc.), that all Uses on the site have been included in the tabulation, that the requisite number of accessible spaces and signage for compliance with ADA regulations are provided, that the number of parking spaces is in conformance with the associated rezoning, special exception, special permit or variance, and that the Parking Plan provided matches the actual onsite conditions of the site.

Engineer Name: Stephen E. Crowell Signature: _____ Date: _____

SEAL



Property Owner or Landlord concurrence with tabulation:

Name: Eric Hencken Signature: _____ Date: 3/2/16

Condominium Association concurrence with tabulation (If Applicable):

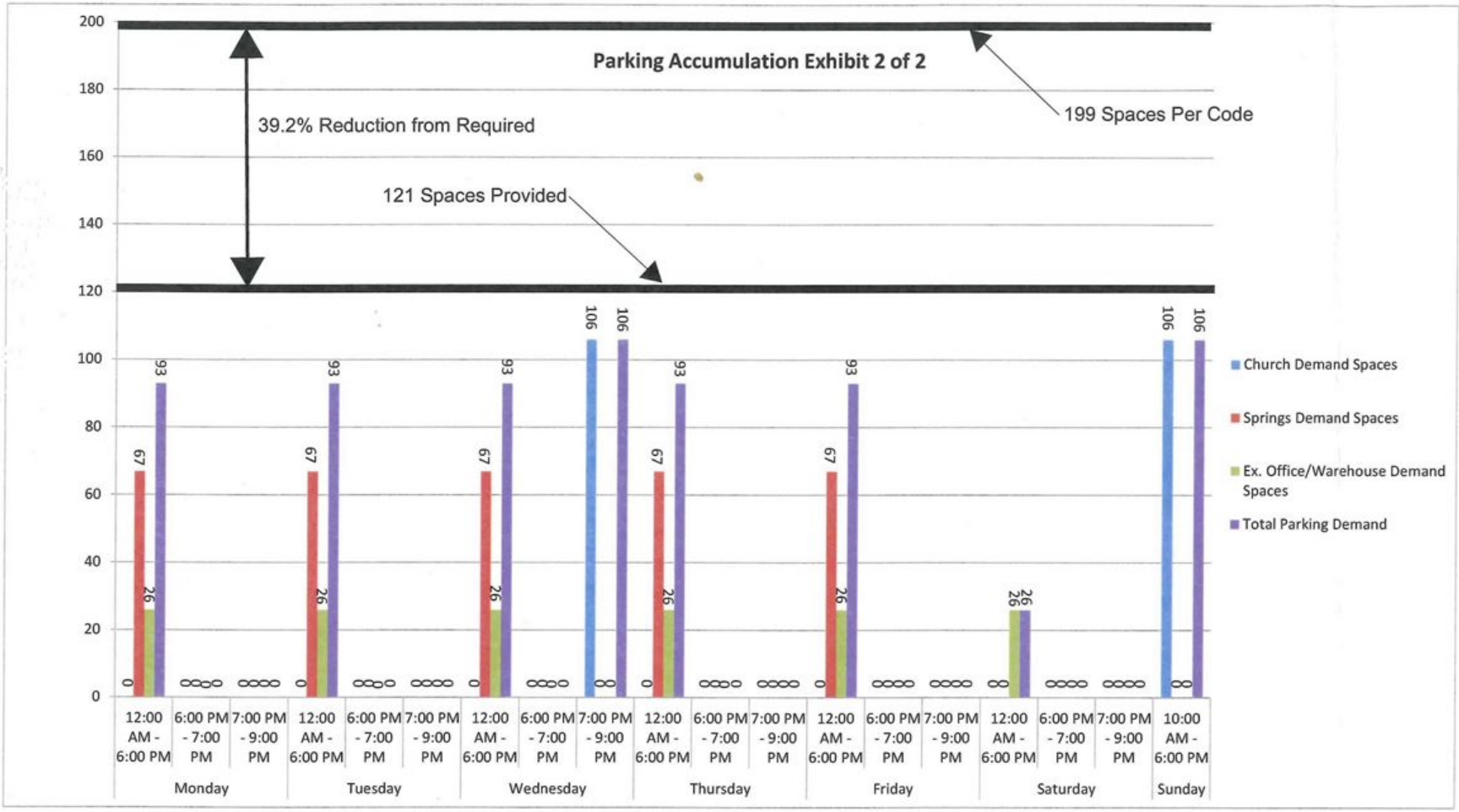
Name: N/A Signature: _____ Date: N/A

Submit to:
Land Development Services, Site Application Center,
12055 Government Center Parkway, Fairfax, Virginia 22035-5503

Number of copies required:
One (1) original with Engineer's Seal, signature and date, plus four (4) copies.

Parking Accumulation Exhibit 1 of 2

Day of the Week	Time of Day	Church Demand Spaces	Springs Demand Spaces	Ex. Office/Warehouse Demand Spaces	Total Parking Demand	Parking Provided (Includes 4 std. and 1 Van ADA)	Required By Code
Monday	12:00 AM - 6:00 PM	0	67	26	93	121	199
	6:00 PM - 7:00 PM	0	0	0	0	121	
	7:00 PM - 9:00 PM	0	0	0	0	121	
Tuesday	12:00 AM - 6:00 PM	0	67	26	93	121	
	6:00 PM - 7:00 PM	0	0	0	0	121	
	7:00 PM - 9:00 PM	0	0	0	0	121	
Wednesday	12:00 AM - 6:00 PM	0	67	26	93	121	
	6:00 PM - 7:00 PM	0	0	0	0	121	
	7:00 PM - 9:00 PM	106	0	0	106	121	
Thursday	12:00 AM - 6:00 PM	0	67	26	93	121	
	6:00 PM - 7:00 PM	0	0	0	0	121	
	7:00 PM - 9:00 PM	0	0	0	0	121	
Friday	12:00 AM - 6:00 PM	0	67	26	93	121	
	6:00 PM - 7:00 PM	0	0	0	0	121	
	7:00 PM - 9:00 PM	0	0	0	0	121	
Saturday	12:00 AM - 6:00 PM	0	0	26	26	121	
	6:00 PM - 7:00 PM	0	0	0	0	121	
	7:00 PM - 9:00 PM	0	0	0	0	121	
Sunday	10:00 AM - 6:00 PM	106	0	0	106	121	


Parking Accumulation Exhibit 2 of 2
39.2% Reduction from Required
199 Spaces Per Code
121 Spaces Provided
200
180
160
140
120
100
80
60
40
20
0
Church Demand Spaces
Springs Demand Spaces
Ex. Office/Warehouse Demand Spaces
Total Parking Demand
12:00 AM - 6:00 PM
6:00 PM - 7:00 PM
7:00 PM - 9:00 PM
10:00 AM - 6:00 PM
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Board Agenda Item
July 26, 2016

ACTION - 6

Adoption of a Resolution Approving the Issuance of Revenue Refunding Bonds by the Economic Development Authority for the Benefit of Burgundy Farm Country Day School, Inc. (Lee District)

ISSUE:
Board adoption of a Resolution for the Fairfax County Economic Development Authority issue up to $10,500,000 revenue bonds for the benefit of Burgundy Farm Country Day School, Inc.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached resolution.

TIMING:
Board action is requested on July 26, 2016.

BACKGROUND:
Burgundy Farm Country Day School, Inc. (the "Borrower"), a not-for-profit Virginia nonstock corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the Fairfax County Economic Development Authority (the "Authority") issue up to $10,500,000 of its revenue bonds, at one time or from time to time in one or more series (the "Bonds"), to assist the Borrower in (a) financing the construction and equipping of an approximately 14,000 square foot Arts and Community Center and an approximately 21,000 square foot Campus Green on the Borrower's approximately 25-acre campus (the "Campus") located at 3700 Burgundy Road in Alexandria (Fairfax County) Virginia; (b) refinancing the Borrower's existing taxable term loan and related lines of credit issued for the purposes of (i) financing certain capital improvements to the Campus, including a playground and outdoor learning classroom, and (ii) refunding the Authority's Tax-Exempt Adjustable Mode Educational Facilities Revenue Bonds (Burgundy Farm Country Day School Project) Series 2005 which were originally issued (A) to finance various renovations, repairs and improvements to the Campus and (B) to refinance a bond previously issued by the Authority, the proceeds of which were used to construct a Middle School/Gym building and a First Grade building on the Campus; and (c) financing other costs associated with the foregoing to the extent financeable, including, without limitation, costs of issuance of the Bonds.

Board Agenda Item
July 26, 2016

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
The EDA meeting will be held on Thursday, July 21, 2016. The following attachments will be made available prior to the Board meeting:
Attachment 1 - Resolution of the Board of Supervisors
Attachment 2 - Certificate of Public Hearing with supporting documents
Attachment 3 - Fiscal Impact Statement

STAFF:
Gerald L. Gordon, Director, Fairfax County Economic Development Authority
Thomas O. Lawson, Counsel to Fairfax County Economic Development Authority

ATTACHMENT 1

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF FAIRFAX, VIRGINIA

WHEREAS, the Fairfax County Economic Development Authority (the "Authority") has considered the application of Burgundy Farm Country Day School, Incorporated (the "Borrower"), a nonprofit corporation which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), requesting the issuance of the Authority's revenue bonds, at one time or from time to time in one or more series, in an amount not to exceed $10,500,000 (the "Bonds") to assist the Borrower in (a) financing the construction and equipping of an approximately 14,000 square foot Arts and Community Center and an approximately 21,000 square foot Campus Green on the Borrower's approximately 25-acre campus (the "Campus") located at 3700 Burgundy Road in Alexandria (Fairfax County) Virginia; (b) refinancing the Borrower's existing taxable term loan and related lines of credit issued for the purposes of (i) financing certain capital improvements to the Campus, including a playground and outdoor learning classroom, and (ii) refunding the Authority's Tax-Exempt Adjustable Mode Educational Facilities Revenue Bonds (Burgundy Farm Country Day School Project) Series 2005 which were originally issued (A) to finance various renovations, repairs and improvements to the Campus and (B) to refinance a bond previously issued by the Authority, the proceeds of which were used to construct a Middle School/Gym building and a First Grade building on the Campus; and (c) financing other costs associated with the foregoing to the extent financeable, including, without limitation, costs of issuance of the bonds (collectively, the "Project"), and has held a public hearing on July 21, 2016 in connection therewith;

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of such bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Fairfax, Virginia (the "County"); the Project concerns certain facilities and improvements located and to be located in the County; and the Board of Supervisors of the County of Fairfax, Virginia (the "Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA:

1. The Board approves the issuance of the Bonds by the Authority and the financing of the Project for the benefit of the Borrower, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended.

2. The approval of the issuance of the Bonds and the financing of the Project does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower.

3. The issuance of the Bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or the County, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of the Bonds. Neither the County nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and money pledged therefor.

4. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Fairfax, Virginia this 26th day of July, 2016.

A Copy Teste:

_____

Clerk, Board of Supervisors of the
County of Fairfax, Virginia

[SEAL]

79051911_5

ATTACHMENT 2

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") certifies as follows:

1. A meeting of the Authority was duly called and held on July 21, 2016 at 6:00 p.m. at 8300 Boone Boulevard, Suite 450 in Tysons Corner, Virginia, pursuant to proper notice given to each Commissioner of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chairman announced the commencement of a public hearing on the application of Burgundy Farm Country Day School, Incorporated and that a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the County of Fairfax, Virginia (the "Notice"), with the second publication appearing not less than seven days nor more than twenty-one days prior to the hearing date. A copy of the Notice has been filed with the minutes of the Authority and is attached as Exhibit A. At the time and place set forth in the Notice for the hearing, the hearing was continued and rescheduled for July 21, 2016 at 6:00 p.m. and a notice of the new date and time of the public hearing was prominently posted.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of a resolution ("Resolution") adopted at such meeting of the Authority by a majority of the Commissioners present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this 21st day of July, 2016.

Secretary, Fairfax County Economic Development Authority

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
SEAL
1964
[SEAL]
FAIRFAX CO., VIRGINIA

Exhibits:
A - Copy of Certified Notice
B - Summary of Statements
C – Inducement/Bond Resolution

Ad # 12030625 Name MCGUIREWOODS LLP ATTN: KATHERINE EMBREY Size 102 Lines T0001
Class 820 PO# Authorized by Account 2010049094

PROOF OF PUBLICATION

District of Columbia, ss., Personally appeared before me, a Notary Public in and for the said District, Alba Cortes well known to me to be BILLING SUPERVISOR of The Washington Post, a daily newspaper published in the City of Washington, District of Columbia, and making oath in due form of law that an advertisement containing the language annexed hereto was published in said newspaper on the dates mentioned in the certificate herein.

I Hereby Certify that the attached advertisement was published in The Washington Post, a daily newspaper, upon the following date(s) at a cost of $2,448.52 and was circulated in the Washington metropolitan area.

Published 2 time(s). Date(s):05 and 12 of July 2016

Account 2010049094

Alba Cortes

Witness my hand and official seal this 12th day of July 20 16

My commission expires 3/31/2020

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND FINANCING BY FAIRFAX COUNTY ECONOMIC DEVELOPMENT
AUTHORITY Notice is hereby given that the Fairfax County Economic Development Authority (the #Authority") will hold a public hearing on the application of Burgundy Farm Country Day School, Incorporated (the #Applicant") whose address is 3700 Burgundy Road, Alexandria, Virginia 22303. The Applicant has requested the Authority to issue up to $10,500,000 of its revenue bonds, at one time or from time to time in one or more series, to assist the Applicant in (a) financing the construction and equipping of an approximately 14,000 square foot Arts and Community Center and an approximately 21,000 square foot Campus Green on the Applicant's approximately 25-acre campus (the #Campus") located at 3700 Burgundy Road in Alexandria (Fairfax County) Virginia; (b) refinancing the Applicant's existing taxable term loan and related lines of credit issued for the purposes of (i) financing certain capital improvements to the Campus, including a playground and outdoor learning classroom, and (ii) refunding the Authority's Tax-Exempt Adjustable Mode Educational Facilities Revenue Bonds (Burgundy Farm Country Day School Project) Series 2005 which were originally issued (A) to finance various renovations, repairs and improvements to the Campus and (B) to refinance a bond previously issued by the Authority, the proceeds of which were used to construct a Middle School/Gym building and a First Grade building on the Campus; and (c) financing other costs associated with the foregoing to the extent financeable, including, without limitation, costs of issuance of the bonds. The issuance of revenue bonds as requested by the Applicant will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or the County of Fairfax, Virginia, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the County of Fairfax, Virginia, will be pledged to the payment of such bonds. The public hearing, which may be continued or adjourned, will be held at 6:00 p.m. on July 19, 2016, before the Authority at its offices at 8300 Boone Boulevard,

Ad # 12030625 Name MCGUIREWOODS LLP ATTN: KATHERINE EMBREY Size 102 Lines T0002
Class 820 PO# Authorized by Account 2010049094

Suite 450, Tysons Corner, Virginia 22182. Any person interested in the issuance of the bonds or the
location or nature of the proposed project may appear at the hearing and present his or her views.
A copy of the Applicant's application is on file and is open for inspection at the office of the Authority's counsel, Thomas O. Lawson, Esquire at 10805 Main Street, Suite 200, Fairfax, Virginia 22030 during normal business hours. FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

EXHIBIT B TO CERTIFICATE

Summary of Statements

Representatives of Burgundy Farm Country Day School, Incorporated appeared before the Authority to explain the proposed plan of financing. No one appeared in opposition to the proposed bond issue.

RESOLUTION OF THE
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF UP TO
$10,500,000 OF ITS REVENUE BONDS FOR THE BENEFIT OF
BURGUNDY FARM COUNTRY DAY SCHOOL, INCORPORATED

WHEREAS, the Fairfax County Economic Development Authority, a political subdivision of the Commonwealth of Virginia (the "Authority"), is empowered by the Acts of Assembly, 1964, Ch. 643, pg. 975, as amended ("Act"), to issue its revenue bonds for, among other purposes, the financing of facilities for use by organizations (other than organizations organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), and are exempt from federal income taxation pursuant to Section 501(a) of the Code;

WHEREAS, the Authority has received a request from Burgundy Farm Country Day School, Incorporated (the "Borrower"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Code, requesting that the Authority issue its revenue bonds, at one time or from time to time in one or more series (the "Bonds"), to assist the Borrower in (a) financing the construction and equipping of an approximately 14,000 square foot Arts and Community Center and an approximately 21,000 square foot Campus Green on the Borrower's approximately 25-acre campus (the "Campus") located at 3700 Burgundy Road in Alexandria (Fairfax County) Virginia; (b) refinancing the Borrower's existing taxable term loan and related lines of credit issued for the purposes of (i) financing certain capital improvements to the Campus, including a playground and outdoor learning classroom, and (ii) refunding the Authority's Tax-Exempt Adjustable Mode Educational Facilities Revenue Bonds (Burgundy Farm Country Day School Project) Series 2005 which were originally issued (A) to finance various renovations, repairs and improvements to the Campus and (B) to refinance a bond previously issued by the Authority, the proceeds of which were used to construct a Middle School/Gym building and a First Grade building on the Campus; and (c) financing other costs associated with the foregoing to the extent financeable, including, without limitation, costs of issuance of the Bonds (collectively, the "Project");

WHEREAS, such assistance will induce the Borrower to undertake the Project and will benefit the inhabitants of the County of Fairfax, Virginia and the Commonwealth of Virginia, either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience or prosperity;

WHEREAS, the Project has been described to the Authority and a public hearing has been held as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 15.2-4906 of the Act;

WHEREAS, The Borrower has represented that the estimated cost of the Project and all expenses of issue will require an issue of Bonds in the aggregate principal amount not to exceed $10,500,000;

WHEREAS, (a) no Commissioner of the Authority is an officer or employee of the County of Fairfax, Virginia, (b) each Commissioner has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended, and (c) at the time of their appointments and at all times thereafter, including the date hereof, all of the Commissioners of the Authority have satisfied the residency requirements of the Act;

WHEREAS, no Commissioner of the Authority has any personal interest or business interest in the Borrower or the proposed Bonds or has otherwise engaged in conduct prohibited under the Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended in connection with this resolution or any other official action of the Authority in connection therewith; and

WHEREAS, the foregoing arrangements will be reflected in a Bond Purchase and Loan Agreement to be dated as of July 1, 2016 (or the first day of the month of its execution and delivery) (the "Bond Purchase and Loan Agreement") among the Authority, the Borrower and Cardinal Bank (the "Bond Purchaser"), including forms of the Bonds and the promissory note (the "Note") attached thereto (the Bond Purchase and Loan Agreement and the Note to be hereinafter referred to as the "Basic Documents"), substantially final drafts of which have been filed with the Authority's records.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

1. It is hereby found and determined that the Project will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth of Virginia, the County of Fairfax, Virginia and their citizens.

2. To induce the Borrower to undertake the Project, the Authority hereby agrees to assist the Borrower in financing the Project by undertaking the issuance of its Bonds in an amount not to exceed $10,500,000 upon terms and conditions set forth herein and in the Basic Documents. The Bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the Project, the Authority agrees that the Borrower may proceed with the Project, enter into contracts for land, construction, materials and equipment for the Project, and take such other steps as it may deem appropriate in connection therewith, provided, however, that nothing in this resolution shall be deemed to authorize the Borrower to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection therewith. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. At the request of the Borrower, the Authority approves McGuireWoods LLP, Tysons Corner, Virginia, as bond counsel in connection with the issuance of the proposed Bonds and approves the sale of the Bonds to the Bond Purchaser.

5. All costs and expenses of the Authority in connection with the Project, including all administrative fees and the fees and expenses of bond counsel and Authority counsel, shall be paid by the Borrower or, to the extent permitted by applicable law, from the proceeds of the Bonds. If for any reason such Bonds are not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

6. The issuance of Bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or the County of Fairfax, Virginia, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such Bonds.

7. In adopting this resolution the Authority intends to take "official action" toward the issuance of the Bonds and to evidence its "official intent" to reimburse from the proceeds of the Bonds any expenditures paid by the Borrower to finance the Project before the issuance of the Bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

8. The issuance of the Bonds to finance the Project is hereby authorized and approved. The Bonds shall be in substantially the form attached as an exhibit to the Bond Purchase and Loan Agreement.

9. The Bonds and the Basic Documents are approved in substantially the forms on file with the Secretary of the Authority, with such changes, insertions or omissions (including, without limitation, changes of the dates thereof) as do not adversely affect the interests of the Authority as may be approved by the Chairman or the Vice Chairman of the Authority, whose approval will be evidenced conclusively by the execution and delivery of the Bonds. The Bonds shall be issued on such terms as set forth in the Bond Purchase and Loan Agreement; provided, however, that the aggregate principal amount of the Bonds shall not exceed $10,500,000, the final maturity of the Bonds shall be no later than December 31, 2046, and the Bonds shall bear interest at a fixed rate not to exceed 3.00% per annum, but in no event shall the interest rate on the Bonds exceed the maximum rate permitted under the laws of the Commonwealth of Virginia.

10. The execution, delivery and performance by the Authority of the Basic Documents to which it is a party are authorized. The execution of the Bonds, their delivery against payment therefor, and the amount of such payment to be disbursed in accordance with the terms of the Bond Purchase and Loan Agreement, are hereby authorized.

11. The Chairman and the Vice Chairman of the Authority or either of them is authorized to execute and deliver on behalf of the Authority the Bonds and the Basic Documents to which the Authority is a party, and the Secretary or any Assistant Secretary of the Authority is authorized to affix the seal of the Authority to the Bonds and, if required, the Basic Documents and to attest such seal. The signatures of the Chairman or Vice Chairman and the Secretary or any Assistant Secretary and the seal of the Authority may be by facsimile. Each officer of the Authority is authorized to execute and deliver on behalf of the Authority such instruments, documents or certificates (including, without limitation, Internal Revenue Service Form 8038 and certificates or instruments with respect to tax compliance and no arbitrage), and to do and perform such things and acts, as he or she deems necessary or appropriate to carry out the

transactions authorized by this resolution or contemplated by the Bonds, the Basic Documents or such instruments, documents or certificates, and all of the foregoing, previously done or performed by such officers of the Authority, are in all respects hereby approved, ratified and confirmed.

12. The Authority hereby designates its Chairman and its Vice Chairman, either of whom may act alone, as its "Issuer Representative" for the purposes set forth in the Basic Documents.

13. The Authority determines that the issuance of the Bonds in accordance with the terms of the Basic Documents and all action of the Authority contemplated by them will be in furtherance of the purposes for which the Authority was organized.

14. The approval of the issuance of the Bonds does not constitute an endorsement to the Bond Purchaser or any other purchaser of the Bonds of either the Bonds or the creditworthiness of the Project or the Borrower.

15. The Authority recommends that the Board of Supervisors of the County of Fairfax, Virginia (the "Board of Supervisors"), approve the issuance of the proposed Bonds.

16. This resolution shall take effect immediately upon its adoption, provided, however, that no Bonds may be issued hereunder unless and until the Board of Supervisors has approved their issuance, and this resolution is made expressly contingent upon such approval.

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on July 21, 2016, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 21st day of July, 2016.

Secretary of the Fairfax County Economic Development Authority

[SEAL]

FAIRFAX COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

Industrial Revenue Bonds

Fiscal Impact Statement

Applicant: Burgundy Farm Country Day School, Incorporated

Facility: New Arts and Community Center and Campus Green on the campus located at 3700 Burgundy Road, Alexandria (Fairfax County), VA and refinancing of other capital improvements on campus

Date: July 21, 2016

1.	Maximum amount of financing sought:	$10,500,000
2.	Estimated taxable value of the facility's real property to be constructed in the municipality:	$8,930,000
3.	Estimated real property tax per year using present tax rates:	Exempt
4.	Estimated personal property tax per year using present tax rates:	$0
5.	Estimated merchants' capital tax per year using present tax rates:	$0
6.	Estimated dollar value per year of:	
	a. goods that will be purchased locally within the locality	$684,000
	b. goods that will be purchased from non-Virginia companies within the locality	$100,000
	c. services that will be purchased from Virginia companies within the locality	$340,000
	d. services that will be purchased from non-Virginia companies within the locality	$100,000
7.	Estimated number of regular employees on year-round basis:	57
8.	Average annual salary per employee:	$50,000

Authority Chairman _____

Name of Authority Fairfax County Economic Development Authority, Chairman

8300 Boone Boulevard | Suite 450 | Vienna, Virginia 22182-2633 USA
t: 703.790.0600 | f: 703.893.1269 | e: info@fceda.org
www.FairfaxCountyEDA.org
Offices worldwide: San Francisco | Bangalore | Frankfurt | London | Seoul | Tel Aviv

Board Agenda Item
July 26, 2016

ACTION - 7

Adoption of a Resolution Approving the Issuance of Revenue Refunding Bonds by the Economic Development Authority for the Benefit of Goodwin House Inc. (Mason District)

ISSUE:
Board adoption of a Resolution for the Fairfax County Economic Development Authority issue up to $150,000,000 revenue bonds for the benefit of Goodwin House Incorporated.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached resolution.

TIMING:
Board action is requested on July 26, 2016.

BACKGROUND:
Goodwin House Incorporated (the "Corporation"), a not-for-profit Virginia nonstock corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the Fairfax County Economic Development Authority (the "Authority") issue up to $150,000,000 of its revenue refunding bonds, at one time or from time to time in one or more series, to assist the Corporation in refunding all or a portion of the outstanding principal amount of the Economic Development Authority's Residential Care Facilities Mortgage Revenue Bonds (Goodwin House), Series 2007 (the "2007 Bonds"), which 2007 Bonds were issued to: (1) finance or refinance the costs of improvements and additions to the Corporation's continuing care retirement facility located at 3440 South Jefferson Street, Falls Church (Fairfax County), Virginia, known as Goodwin House Bailey's Crossroads, including, without limitation, (a) acquiring, constructing and equipping a three-story health and wellness center and a new independent living tower at such facility, (b) renovating the facility's existing assisted living and nursing care center, including equipment, (c) acquiring and constructing a new parking structure, and (d) financing routine capital improvements and equipment, (2) refund a portion of the outstanding Variable Rate Demand Revenue Refunding Bonds (Goodwin House), Series 2005 (the "2005 Bonds"), issued by the Industrial Development Authority of the City of Alexandria, (3) pay certain costs of issuance of the 2007 Bonds, funded interest on the 2007 Bonds, and the cost of credit enhancement for the 2007 Bonds, and (4) fund a debt service reserve fund for the 2007 Bonds. Proceeds of the 2005 Bonds were used to finance and refinance the costs of various capital projects at Goodwin House Alexandria (4800 Fillmore Avenue, Alexandria, Virginia) and Goodwin House Bailey's Crossroads.

Board Agenda Item
July 26, 2016

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
The EDA meeting will be held on Thursday, July 21, 2016. The following attachments will be made available prior to the Board meeting:
Attachment 1 - Resolution of the Board of Supervisors
Attachment 2 - Certificate of Public Hearing with supporting documents
Attachment 3 – Fiscal Impact Statement

STAFF:
Gerald L. Gordon, Director, Fairfax County Economic Development Authority
Thomas O. Lawson, Counsel to Fairfax County Economic Development Authority

RESOLUTION OF THE
BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

WHEREAS, Goodwin House Incorporated (the "Corporation") is a not-for-profit Virginia nonstock corporation that owns and operates a continuing care retirement facility located at 3440 South Jefferson Street, Falls Church (Fairfax County), Virginia, known as Goodwin House Bailey's Crossroads; and

WHEREAS, the Fairfax County Economic Development Authority (the "Authority") has agreed to assist the Corporation by issuing its revenue refunding bonds in one or more series (the "2016 Refunding Bonds") under Chapter 643 of the 1964 Acts of Assembly, as amended (the "Act"), in an aggregate amount not to exceed $150,000,000 and to loan the proceeds thereof to the Corporation to assist the Corporation in its plans to refund all or a portion of the outstanding principal amount of the Authority's Residential Care Facilities Mortgage Revenue Bonds (Goodwin House), Series 2007 (the "2007 Bonds") and to pay costs of issuance and fund required reserves in connection therewith, which 2007 Bonds were issued for the following purposes: (1) to finance or refinance the costs of improvements and additions to Goodwin House Bailey's Crossroads, including, without limitation, (a) acquiring, constructing and equipping a three-story health and wellness center and a new independent living tower at Goodwin House Bailey's Crossroads, (b) renovating Goodwin House Bailey's Crossroads existing assisted living and nursing care center, including equipment, (c) acquiring and constructing a new parking structure, and (d) financing routine capital improvements and equipment for Goodwin House Bailey's Crossroads, (2) to refund a portion of the outstanding Variable Rate Demand Revenue Refunding Bonds (Goodwin House), Series 2005, issued by the Industrial Development Authority of the City of Alexandria, (3) to pay certain costs of issuance of the 2007 Bonds, funded interest on the 2007 Bonds, and the cost of credit enhancement for the 2007 Bonds, and (4) to fund a debt service reserve fund for the 2007 Bonds; and

WHEREAS, as a portion of the facilities financed with the proceeds of the 2007 Bonds (the "Project") is located in the County, and the issuance of the 2016 Refunding Bonds is expected to constitute an advance refunding under federal tax law, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "IRS Code") provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed or refinanced (in the case of an advance refunding) with the proceeds of private activity bonds is located must approve the issuance of the 2016 Refunding Bonds; and

WHEREAS, the Authority issues its bonds on behalf of the Fairfax County, Virginia (the "County"), a portion of the Project is located in the County, and the Board of Supervisors of the County (the "Board") constitutes the highest elected governmental unit of the County; and

WHEREAS, the Authority on July 21, 2016, held a public hearing on the issuance of the 2016 Refunding Bonds as required by Section 147(f) of the IRS Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code"); and

WHEREAS, the Authority has recommended that the Board approve the issuance of the 2016 Refunding Bonds to comply with Section 147(f) of the IRS Code and in accordance with the provision of Section 15.2-4906 of the Virginia Code; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the 2016 Refunding Bonds, subject to terms to be agreed upon, a record of the public hearing and a "fiscal impact statement" with respect to the issuance of the 2016 Refunding Bonds have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA:

1. The Board hereby approves the issuance of the 2016 Refunding Bonds by the Authority in an aggregate principal amount not to exceed $150,000,000 and the refunding of the 2007 Bonds for the benefit of the Corporation and to the extent required by Section 147(f) of the IRS Code and Section 15.2-4906 of the Virginia Code.

2. The approval of the issuance of the 2016 Refunding Bonds does not constitute an endorsement of the 2016 Refunding Bonds or the creditworthiness of the Corporation. As required by Section 12 of the Act, the 2016 Refunding Bonds shall provide that neither the County nor the Authority shall be obligated to pay the 2016 Refunding Bonds or the interest thereon or other costs incident thereto except from the revenues and moneys pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia, the County or the Authority shall be pledged thereto.

3. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of Fairfax County, Virginia, this ____ day of July, 2016.

A Copy Teste:

_____

Clerk, Board of Supervisors of the
County of Fairfax, Virginia

[SEAL]

CERTIFICATE OF PUBLIC HEARING AND RESOLUTION

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") hereby certifies as follows:

1. A regular meeting of the Authority was duly called on July 19, 2016, at 6:00 p.m., and continued to July 21, 2016, at 6:00 p.m., at the Authority's offices located at 8300 Boone Boulevard, Suite 450, Vienna, Virginia 22182. The meeting was open to the public, and persons of differing views were given an opportunity to be heard. At such meeting all of the Commissioners of the Authority were present or absent throughout as follows:

PRESENT: Ronald C. Johnson
Christian Deschauer
Roderick Mitchell
James Quigley

ABSENT: Catherine Lange

2. The Chairman of the meeting announced the commencement of a public hearing on the application of Goodwin House Incorporated and that a notice of the hearing was published once a week for two consecutive weeks, the second publication being not more than 21 days nor less than 6 days prior to the hearing, in *The Washington Post*, a newspaper having general circulation in Fairfax County, Virginia (the "Notice"). A copy of the Notice and a certificate of publication of such Notice has been filed with the records of the Authority and are attached hereto as **Exhibit (i)**.

3. The individuals noted on **Exhibit (ii)** appeared and addressed the Authority. A reasonably detailed summary of their statements made at the public hearing is included in **Exhibit (ii)**. The fiscal impact statement required by the Industrial Development and Revenue Bond Act is attached hereto as **Exhibit (iii)**.

4. Attached hereto as **Exhibit (iv)** is a true, correct and complete copy of a resolution (the "Resolution") adopted at such meeting of the Authority by the following vote of the Commissioners present and voting at such meeting, with the vote being recorded in the minutes of such meeting as follows:

Commissioner	Vote
Ronald C. Johnson	Aye
Christian Deschauer	Aye
Roderick Mitchell	Aye
James Quigley	Aye

5. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect, on the date hereof.

WITNESS my hand and the seal of the Authority this 21 day of July, 2016.

Secretary, Fairfax County Economic Development Authority

(SEAL)

Ad # 12030673 Name CHRISTIAN & BARTON LLP ATTN: ACCOUNTS PA Size 150 Lines T0004
Class 820 PO# Authorized by Account 2010152107

PROOF OF PUBLICATION

District of Columbia, ss., Personally appeared before me, a Notary Public in and for the said District, Alba Cortes well known to me to be BILLING SUPERVISOR of The Washington Post, a daily newspaper published in the City of Washington, District of Columbia, and making oath in due form of law that an advertisement containing the language annexed hereto was published in said newspaper on the dates mentioned in the certificate herein.

I Hereby Certify that the attached advertisement was published in The Washington Post, a daily newspaper, upon the following date(s) at a cost of $3,589.00 and was circulated in the Washington metropolitan area.

Published 2 time(s). Date(s):05 and 12 of July 2016

Account 2010152107

Alba Cortes

Witness my hand and official seal this 12th day of July 2016

My commission expires 3/31/2020

NOTICE OF PUBLIC HEARING BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ON PROPOSED BOND PLAN

OF FINANCING Notice is hereby given that the Fairfax County Economic Development Authority (the #Authority") will hold a public hearing on the application of Goodwin House Incorporated (the #Corporation") for the Authority to issue, pursuant to Chapter 643 of the 1964 Acts of General Assembly, as amended (the #Act"), its revenue refunding bonds in an amount currently expected not to exceed $150,000,000 (the #Bonds"). The Corporation is a not-for-profit Virginia nonstock corporation with its corporate offices located at 4800 Fillmore Avenue, Alexandria, Virginia, and it owns and operates (1) at such address a continuing care retirement facility known as Goodwin House Alexandria, and (2) a continuing care retirement facility at 3440 South Jefferson Street, Falls Church (Fairfax County), Virginia, known as Goodwin House Bailey's Crossroads. The proposed Bonds will be issued in one or more series pursuant to a plan of financing, and the proceeds of the Bonds will be used, together with other available funds, to assist the Corporation in refunding all or a portion of the outstanding principal amount of the Authority's Residential Care Facilities Mortgage Revenue Bonds (Goodwin House), Series 2007 (the #2007 Bonds"), along with the payment of issuance costs and the funding of required reserves, which 2007 Bonds were issued for the following purposes:
(1) to finance or refinance the costs of improvements and additions to Goodwin House Bailey's Crossroads, including, without limitation, (a) acquiring, constructing and equipping a three-story health and wellness center and a new independent living tower at the Bailey's Crossroads Facility, (b) renovating Goodwin House Bailey's Crossroads existing assisted living and nursing care center, including equipment, (c) acquiring and constructing a new parking structure, and (d) financing routine capital improvements and equipment for Goodwin House Bailey's Crossroads, (2) to refund a

portion of the outstanding Variable Rate Demand Revenue Refunding Bonds (Goodwin House), Series 2005
(the #2005 Bonds"), issued by the Industrial Development Authority of the City of Alexandria, (3) to
pay certain costs of issuance of the 2007 Bonds, funded interest on the 2007 Bonds, and the cost of
credit enhancement for the 2007 Bonds, and (4) to fund a debt service reserve fund for the 2007
Bonds. Proceeds of the 2005 Bonds were used to finance and refinance the costs of various capital
projects at Goodwin House Alexandria and Goodwin House Bailey's Crossroads. As required by the Act,
the issuance of the Bonds as requested by the Corporation will not constitute a debt or pledge of
the faith and credit of the Commonwealth of Virginia, or any political subdivision thereof,
including the Authority, or the County of Fairfax, Virginia. Neither the Commonwealth of Virginia
nor any political subdivision thereof, including the Authority or the County of Fairfax, Virginia,
shall be obligated to pay the Bonds, or the interest thereon, or other costs incident thereto,
except from the revenues and monies pledged therefor. Neither the faith and credit nor the taxing
power of the Commonwealth of Virginia nor any political subdivision thereof will be pledged to the
payment of principal of the Bonds or the interest thereon or other costs incidental thereto. The
hearing will be part of the approval process with respect to the issuance of the Bonds, and if,
following the hearing, the Authority approves the issuance, the Board of Supervisors of Fairfax
County, Virginia, will then consider the issue for approval. The public hearing, which may be
continued or adjourned, will be held at 6:00 p.m. on July 19, 2016, before the Authority at its
offices at 8300 Boone Boulevard, Suite 450, Vienna, Virginia 22182. Any person interested in the
issuance of the Bonds may appear at the hearing and present his or her views or may send written
comments before such hearing to the Authority, c/o the Secretary of the Authority, 8300 Boone
Boulevard, Suite 450, Vienna, Virginia 22182. A copy of the application may be inspected at the
offices of the Authority. Fairfax County Economic Development Authority

Exhibit (i)

Notice and Certificate of Publication for the County of Fairfax, Virginia

RESOLUTION OF THE
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF UP TO
$150,000,000 OF REVENUE REFUNDING BONDS FOR THE
BENEFIT OF GOODWIN HOUSE INCORPORATED

WHEREAS, the Fairfax County Economic Development Authority, a political subdivision of the Commonwealth of Virginia (the "Authority"), is empowered by Chapter 643 of the 1964 Acts of Assembly, as amended (the "Act"), to issue its revenue bonds to finance and to refinance facilities for use by organizations (other than organizations organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "IRS Code"), and are exempt from federal income taxation pursuant to Section 501(a) of the IRS Code; and

WHEREAS, Goodwin House Incorporated (the "Corporation") is a not-for-profit Virginia nonstock corporation that owns and operates a continuing care retirement facility located at 3440 South Jefferson Street, Falls Church (Fairfax County), Virginia, known as Goodwin House Bailey's Crossroads; and

WHEREAS, the Corporation has presented to the Authority an application for the Authority to issue its revenue refunding bonds (the "2016 Refunding Bonds") in an aggregate amount not to exceed $150,000,000 to assist the Corporation in its plans to refund all or a portion of the outstanding principal amount of the Authority's Residential Care Facilities Mortgage Revenue Bonds (Goodwin House Incorporated), Series 2007 (the "2007 Bonds") and to pay costs of issuance and fund required reserves in connection therewith, which 2007 Bonds were issued for the following purposes: (1) to finance or refinance the costs of improvements and additions to Goodwin House Bailey's Crossroads, including, without limitation, (a) acquiring, constructing and equipping a three-story health and wellness center and a new independent living tower at Goodwin House Bailey's Crossroads, (b) renovating Goodwin House Bailey's Crossroads existing assisted living and nursing care center, including equipment, (c) acquiring and constructing a new parking structure, and (d) financing routine capital improvements and equipment for Goodwin House Bailey's Crossroads, (2) to refund a portion of the outstanding Variable Rate Demand Revenue Refunding Bonds (Goodwin House), Series 2005, issued by the Industrial Development Authority of the City of Alexandria, (3) to pay certain costs of issuance of the 2007 Bonds, funded interest on the 2007 Bonds and the cost of credit enhancement for the 2007 Bonds, and (4) to fund a debt service reserve fund for the 2007 Bonds; and

WHEREAS, such assistance will benefit the inhabitants of Fairfax County, Virginia, and the Commonwealth of Virginia (the "Commonwealth") by protecting and promoting their health and welfare; and

WHEREAS, a public hearing has been held as required by Section 147(f) of the IRS Code, and in accordance with the provisions of Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code"); and

WHEREAS, the 2016 Refunding Bonds are expected to be issued in two series, the "2016A Refunding Bonds" to be sold in a public sale and the "2016B Refunding Bond(s)" to be sold in a private sale to STI Institutional and Government, Inc., as purchaser (the "2016B Bond Purchaser");

WHEREAS, there have been presented to this meeting drafts of the following documents (the "Financing Documents"), which the Authority proposes to execute or approve to carry out the issuance and sale of the 2016 Refunding Bonds to refund the 2007 Bonds, copies of which instruments shall be filed with the records of the Authority:

(a) 2016A Preliminary Official Statement (the "Preliminary Official Statement") for the sale of the 2016A Refunding Bonds;

(b) 2016A Bond Purchase Agreement (the "Bond Purchase Agreement") between the Authority, the Corporation and B.C. Ziegler and Company, as Underwriter (together with such other financial institution as the Corporation may hereafter designate to assist in the sale of the 2016A Refunding Bonds, the "Underwriter");

(c) 2016A Indenture of Trust (the "Indenture") between the Authority and a bank serving as bond trustee (the "Bond Trustee"), including the form of the 2016A Refunding Bonds;

(d) 2016A Loan Agreement (the "Loan Agreement") between the Authority and the Corporation;

(e) 2016B Bond Purchase and Loan Agreement (the "Bond Purchase and Loan Agreement") among the Authority, the Corporation and the 2016B Bond Purchaser, including the form of the 2016B Refunding Bond(s); and

(f) Corporation's promissory note or notes to be issued in the principal amount or amounts of the aggregate principal amount of each series of the 2016 Refunding Bonds (the "Notes"), including the forms of assignment thereof from the Authority to the Bond Trustee or 2016B Bond Purchaser, as applicable, with the Notes constituting obligations under the Amended and Restated Master Trust Agreement dated as of May 1, 2007, between the Corporation and U.S. Bank National Association, successor to SunTrust Bank, as Master Trustee.

BE IT RESOLVED BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

1. It is hereby found and determined that the refunding of the 2007 Bonds will be in the public interest of Fairfax County, Virginia (the "County"), and its environs and is consistent with the purposes of the Act, and will benefit the County and its inhabitants and the inhabitants of the Commonwealth by providing for facilities for the residence and care of the aged and lowering the cost of improving and operating such facilities. The Authority hereby agrees to assist the Corporation by issuing the 2016 Refunding Bonds in the aggregate amount not to exceed $150,000,000 without the further approval of the Authority, upon terms and conditions to be mutually agreed upon between the Authority and the Corporation as provided below, and subject to the requirements of the Act.

2. (a) The Authority hereby authorizes the issuance of the 2016A Refunding Bonds pursuant to the Indenture, the sale of the 2016A Refunding Bonds to the Underwriter pursuant to the Bond Purchase Agreement and the loan of the proceeds of the 2016A Refunding Bonds to the Corporation pursuant to the Loan Agreement. The 2016A Refunding Bonds shall have such principal amounts and maturities, bear such date or dates, bear interest at such rate or rates, be payable at such times or times and be sold in one or more series or subseries in such manner and on such terms as approved by the Chairman or the Vice Chairman of the Authority, either of whom may act (the "Authorized Officers"), subject to the limitations set forth below.

(b) The Authorized Officers are each hereby authorized and directed to approve the final terms of the 2016A Refunding Bonds, including principal amount, maturities, interest rates and redemption prices, and the price at which the Underwriter shall purchase the 2016A Refunding Bonds; provided, however, that without further approval of the Authority (a) no 2016A Refunding Bond shall mature beyond October 1, 2042, (b) the 2016A Refunding Bonds shall bear interest at rates as provided in the Indenture, provided the all-in cost of borrowing (also known as "true interest cost") shall not exceed 5.00%, (c) no redemption premium shall exceed 3.0% of principal, and (d) the 2016A Refunding Bonds in the aggregate with the 2016B Refunding Bond(s) shall achieve an overall net present value savings of at least 5.0% of the aggregate principal amount of the refunded 2007 Bonds.

3. (a) The Authority hereby authorizes the issuance of the 2016B Refunding Bond(s) pursuant to the Bond Purchase and Loan Agreement, the sale of the 2016B Refunding Bond(s) to the 2016B Bond Purchaser pursuant to the Bond Purchase and Loan Agreement and the loan of the proceeds of the 2016B Refunding Bond(s) to the Corporation pursuant to the Bond Purchase and Loan Agreement. The 2016B Refunding Bond(s) shall have such principal amounts and maturities, bear such date or dates, bear interest at such rate or rates, be payable at such times or times and be sold in one or more series or subseries in such manner and on such terms as approved by the Authorized Officers, subject to the limitations set forth below.

(b) The Authorized Officers are each hereby authorized and directed to approve the final terms of the 2016B Refunding Bond(s), including principal amount, maturities, interest rates and redemption prices, and the price at which the 2016B Bond Purchaser shall purchase the 2016B Refunding Bond(s); provided, however, that without further approval of the Authority (a) no 2016B Refunding Bond shall mature beyond October 1, 2042, (b) the 2016B Refunding Bond(s) shall bear interest at variable rates as provided in the Bond Purchase and Loan Agreement, (c) no redemption premium shall exceed 3.0% of principal, and (d) the 2016B Refunding Bond(s) in the aggregate with the 2016A Refunding Bonds shall achieve an overall net present value savings of at least 5.0% of the aggregate principal amount of the refunded 2007 Bonds.

4. The Authorized Officers are each authorized to execute and deliver the Loan Agreement, the Indenture, the Bond Purchase Agreement (which may include additional firms as underwriters) and the Bond Purchase and Loan Agreement.

5. The Authorized Officers are each authorized to authorize the Underwriter to distribute the Preliminary Official Statement in form deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), to

prospective purchasers of the 2016A Refunding Bonds. The Preliminary Official Statement shall be in substantially the form submitted to this meeting, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by one of the Authorized Officers. The distribution of the Preliminary Official Statement shall constitute conclusive evidence of the approval of any such completions, omissions, insertions and changes and that the Authority has deemed such Preliminary Official Statement to be "final" as of its date. The Authorized Officers are each authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement necessary to reflect the terms of the sale of the 2016A Refunding Bonds, determined as set forth in paragraph 2 and appropriate to complete it as an official statement in final form (the "Official Statement") and to execute and deliver such Official Statement to the Underwriter. Execution of the Official Statement by one of the Authorized Officers shall constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes.

6. The Authorized Officers are each hereby authorized and directed to accept from the Corporation the Notes to evidence the Corporation's respective repayment obligations for the loans provided for in the Loan Agreement (with respect to the 2016A Refunding Bonds) and in the Bond Purchase and Loan Agreement (with respect to the 2016B Refunding Bond(s)) and to assign by endorsement and deliver the respective Note to the Bond Trustee or the 2016B Bond Purchaser, as applicable, as security for the applicable series of 2016 Refunding Bonds.

7. The Authorized Officers are each hereby authorized and directed to execute the 2016 Refunding Bonds by manual or facsimile signature, and the Secretary of the Authority and the Assistant Secretary, either of whom may act, are authorized and directed to have the seal of the Authority affixed or printed thereon and to attest such seal by manual or facsimile signature. The officers of the Authority are authorized and directed to deliver the 2016 Refunding Bonds to the Bond Trustee or the 2016B Bond Purchaser, as applicable, for authentication or delivery, and to cause the 2016A Refunding Bonds so executed and authenticated to be delivered to or for the account of the Underwriter upon terms provided in the Bond Purchase Agreement, and to cause the 2016B Refunding Bond(s) so executed to be delivered to or for the account of the 2016B Bond Purchaser upon terms provided in the Bond Purchase and Loan Agreement.

8. The Financing Documents and the 2016 Refunding Bonds shall be in substantially the forms submitted to this meeting, which are hereby approved, with such completions, omissions, insertions and changes that do not materially adversely affect the Authority's interests, as the executing officer of the Authority or the Authority's counsel may approve, with execution of any Financing Document constituting conclusive evidence of approval of any such completions, omissions, insertions and changes. One or more additional underwriting firms may be added to the Bond Purchase Agreement.

9. The officers of the Authority are hereby authorized and directed to execute, deliver and file all documents, certificates and instruments, including Internal Revenue Service Form 8038, a non-arbitrage certificate and tax compliance agreement and one or more escrow deposit agreements to effectuate the defeasance of the refunded 2007 Bonds, on behalf of the Authority and to take all such further action as may be necessary or desirable in connection with the issuance and sale of the 2016 Refunding Bonds and the refunding of the 2007 Bonds.

10. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the refunding of the 2007 Bonds and the issuance and sale of the 2016 Refunding Bonds are hereby authorized, ratified and approved.

11. Any authorization herein to execute a document shall include authorization to record such document where appropriate and to deliver it to the other parties thereto.

12. At the request of the Corporation, the Authority hereby approves the selection of Christian & Barton, L.L.P. as bond counsel to supervise the proceedings and approve the issuance of the 2016 Refunding Bonds.

13. All costs and expenses in connection with the issuance of the 2016 Refunding Bonds and the refunding of the 2007 Bonds, including the reasonable fees of the Authority and the fees and expenses of bond counsel and the Authority's counsel, shall be paid from the proceeds of the 2016 Refunding Bonds to the extent allowed by law. If for any reason the 2016 Refunding Bonds are not issued or if the proceeds thereof cannot be used to pay all such expenses, it is understood that all such costs and expenses shall be paid by the Corporation and that the Authority shall not have responsibility therefor.

14. The Authority hereby recommends that the Board of Supervisors of Fairfax County, Virginia (the "Board"), approve the issuance of the 2016 Refunding Bonds as required by Section 147(f) of the IRS Code and Section 15.2-4906 of the Virginia Code.

15. No bonds may be issued pursuant to this resolution until such time as the issuance of the 2016 Refunding Bonds has been approved by the Board.

16. This resolution shall become effective immediately upon its adoption.

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on July 21, 2016, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS the following signature this 21st day of July, 2016.

(SEAL)

Secretary, Fairfax County Economic Development Authority

FAIRFAX COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

Industrial Revenue Bonds

Fiscal Impact Statement

Applicant: Goodwin House Incorporated

Facility: Baileys Crossroads Continuing Care Retirement Facility, located at 3440 South Jefferson St., Falls Church (Fairfax County), VA (refinancing of Economic Development Authority's 2007 Bonds)

Date: July 19, 2016

1.	Maximum amount of financing sought:	$150,000,000
2.	Estimated taxable value of the facility's real property to be constructed in the municipality:	N/A
3.	Estimated real property tax per year using present tax rates:	Exempt
4.	Estimated personal property tax per year using present tax rates:	$0
5.	Estimated merchants' capital tax per year using present tax rates:	$0
6.	Estimated dollar value per year of:	
	a. goods that will be purchased locally within the locality	$12,075,000
	b. goods that will be purchased from non-Virginia companies within the locality	$6,329,000
	c. services that will be purchased from Virginia companies within the locality	$8,264,000
	d. services that will be purchased from non-Virginia companies within the locality	$2,381,000
7.	Estimated number of regular employees on year-round basis:	356
8.	Average annual salary per employee:	$41,086

Authority Chairman Ronald J. Swan

Name of Authority Fairfax County Economic Development Authority, Chairman

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Board Agenda Item
July 26, 2016

ACTION - 8

Approval of FY 2016 Year-End Processing

ISSUE:
Board approval to allow staff to process payment vouchers for items previously approved and appropriated in FY 2016. In addition, this item is to inform the Board that one County fund requires an additional appropriation for FY 2016.

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

- Authorize staff to process payment vouchers for items previously approved and appropriated in FY 2016 for the interim period from July 1 until the Board approves the *FY 2016 Carryover Review*, which is scheduled for action on September 20, 2016.

- Supplemental Appropriation Resolution AS 16290 for one County fund requiring an additional appropriation for FY 2016.

Since these adjustments do not increase the actual total expenditure level for all funds, a public hearing is not required.

TIMING:
Board approval is required on July 26, 2016 since the *FY 2016 Carryover Review* is not scheduled for Board action until September 20, 2016.

BACKGROUND:
The *FY 2016 Carryover Review* is scheduled for final action on September 20, 2016 following a public hearing. In the interim, Board approval is requested to allow staff to process payment vouchers for items previously approved and appropriated in FY 2016 such as capital construction projects, grant-funded programs, and capital equipment purchases for the period of July 1 to September 20, 2016 or until final action is taken on the *FY 2016 Carryover Review*. Similar action has been taken in prior years as part of the year-end closeout.

It should be emphasized that only one County fund exceeded its appropriation authority in FY 2016. This is directly attributable to the outstanding efforts of all department heads in managing their approved allocation. Fund 40110, Dulles Rail Phase I Transportation Improvement District, exceeded its expenditure authority by $17,398,626. This was due to higher than budgeted use of cash on hand to pay down outstanding debt obligations and costs of issuance in connection with the Series 2016 refunding bond sale for the district.

FISCAL IMPACT:
Approval of Supplemental Appropriation Resolution AS 16290 will result in no net increase in FY 2016 total expenditures for all funds. In addition, this item relates to funding for previously appropriated items approved in FY 2016 and carried forward to FY 2017 for payment.

ENCLOSED DOCUMENTS:
Attachment I – Supplemental Appropriation Resolution AS 16290

STAFF:
Joe Mondoro, Chief Financial Officer

ATTACHMENT I

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 16290

At a regular meeting of the Board Of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on July 26, 2016, at which meeting 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 40110, Dulles Rail Phase I Transportation Improvement District

Bond Expenses	$17,398,626
Total	$17,398,626

This action reflects year-end adjustments. It does not result in an increase in total expenditures.

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
July 26, 2016

ACTION - 9

Approval of the Distribution of Plain Language Explanations for the 2016 Referendum on a Meals Tax and the 2016 Bond Referenda for Transportation, Parks and Park Facilities, and Human Services and Community Development

ISSUE:
Board approval of explanatory statements for each of the four County referenda to be held in conjunction with the General Election on November 8, 2016.

RECOMMENDATION:
The County Executive recommends that the Board approve the plain language explanations for each of the four referendum elections and authorize the translation, printing, and distribution of all four, so the explanations can be made available online and then distributed at County absentee voting sites prior to Election Day and at all polling places on November 8, 2016.

TIMING:
Board action is recommended on July 26 so that staff can translate and post the explanations on the County's website as soon as possible and have the explanations printed and available for absentee voters beginning on September 23.

BACKGROUND:
On June 7, 2016, the Board of Supervisors adopted a resolution asking the Fairfax County Circuit Court to order a referendum on November 8, 2016, on the question whether the Board should be authorized to levy a meals tax. On June 21, 2016, the Board of Supervisors adopted three resolutions (Transportation, Parks and Park Facilities, and Human Services and Community Development), each of which asks the Fairfax County Circuit Court to order a referendum on November 8, 2016, on the question whether the Board should be authorized to issue general obligation bonds for certain purposes. On June 28, 2016, as requested, Circuit Court Chief Judge Bruce White ordered that the four referenda be placed on the November 8 ballot.

State law authorizes localities to provide for the preparation and printing of an explanation for each local referendum question to be submitted to the voters. The law, Virginia Code § 24.2-687, directs that the statements must include the ballot question and a neutral explanation of not more than 500 words prepared by the locality's attorney in "plain English." Each of the four ballot questions was approved by the Board in the Resolutions it adopted on June 7 and June 21, 2016, and the Circuit Court's Orders direct that the precise questions approved by the Board be placed on the ballot. However, the explanation portion of each proposed statement is presented for the Board's approval.

These explanatory statements are one element of the County's information campaign for the four 2016 County referenda, and they serve a different purpose than the pamphlets that the Office of Public Affairs prepares. The plain language statements are primarily for use in the polling places during the election; they are the only informational materials the law allows to be distributed in the polling places. The pamphlets will be distributed by mailing them to all County households before the election. Both sets of documents – the plain language statements and the pamphlets – will be posted online. The pamphlets, like the plain language statements, must be neutral; they cannot advocate the passage or defeat of the referendum questions. Since the law does not limit the length of the pamphlets, they can have much more detail about the purposes of the referenda.

These plain language explanatory statements are commonly referred to as "plain English" statements, because the State law requires them to be written in "plain English." Notwithstanding the statutory requirement, the County also translates these statements into numerous other languages for the benefit of the voters. 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 also will prepare translations of other common, non-English languages, 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.

FISCAL IMPACT:
Expenses associated with the translation, printing, and distribution of the meals tax information will be paid by the Office of Public Affairs through an adjustment as part of the *FY 2016 Carryover Review*. Expenses associated with the translation, printing, and distribution of the bond referenda information will be paid out of existing appropriations in Fund 20000, Consolidated County and Schools Debt Service Fund.

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code § 24.2-687
Attachment 2 – Draft Explanation for Meals Tax Referendum
Attachment 3 – Draft Explanation for Transportation Bond Referendum
Attachment 4 – Draft Explanation for Parks and Park Facilities Bond Referendum
Attachment 5 – Draft Explanation for Human Services and Community Development Bond Referendum

STAFF:
Elizabeth D. Teare, County Attorney
Erin C. Ward, Senior Assistant County Attorney
Joseph M. Mondoro, Chief Financial Officer
Joseph LaHait, Debt Coordinator, Department of Management and Budget

Code of Virginia
Title 24.2. Elections
Chapter 6. The Election

§ 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.

MEALS TAX EXPLANATION

Ballot Question

MEALS TAX

For the purpose of reducing dependence on real estate taxes, shall the Board of Supervisors of Fairfax County, Virginia, be authorized to levy a tax on prepared food and beverages, otherwise known as a meals tax, as allowed by Virginia Code § 58.1-3833, at a rate not to exceed four percent (4%) of the amount charged for prepared food and beverages (which, based upon state law, is applicable only to sales outside of the town of Clifton, and towns of Herndon and Vienna that have already implemented a meals tax)? The revenues generated shall be dedicated to the following purposes:

1. 70 percent of the net revenues to Fairfax County Public Schools.
2. 30 percent of the net revenues to County services, capital improvements and property tax relief.

Explanation

State law authorizes counties, cities, and towns to levy a tax on prepared food and beverages, commonly called a "meals tax," subject to certain restrictions. Most counties, including Fairfax County, may levy a meals tax only if the voters approve the tax by referendum.

The question presented in this referendum asks Fairfax County voters whether the Board of Supervisors should be authorized to levy a meals tax, as allowed by Virginia Code § 58.1-3833, at a rate not to exceed four percent (4%) of the amount charged for the taxable food and beverages. The Board of Supervisors has decided to dedicate the revenues to two purposes, which are specified in the ballot question. First, 70 percent of the net revenues would be dedicated to Fairfax County Public Schools. Second, 30 percent of the net revenues would be dedicated to County services, capital improvements and property tax relief.

The question also states that the Board of Supervisors' reason for seeking authority to impose a meals tax is to reduce the County's dependence on real estate taxes. Currently, nearly 65 percent of Fairfax County's General Fund budget relies upon real estate taxes. State law limits what the County can tax and how it may otherwise raise revenue. Almost 90 percent of Fairfax County non-property tax revenues are capped, limited, or controlled by the state. A meals tax would give the County a new source of revenue, which would help diversify the County's revenue base. At the maximum 4% tax rate, a meals tax would generate an estimated $99 million per year.

The tax would apply to prepared food and beverages at restaurants and similar establishments, although the law carves out some exceptions where the tax would not apply. It would apply to beverages, both alcoholic and non-alcoholic, that are served with a meal. It would not apply to groceries. Grocery and convenience stores would only collect the tax on ready-to-eat foods, like foods from the delicatessen. On a $5 meal, the meals tax would be $.20. On a $50 meal, the meals tax would be $2. A meals tax applies in addition to other applicable taxes, such as sales taxes.

A number of area jurisdictions already impose a meals tax, including Arlington County, the cities of Alexandria, Falls Church, and Fairfax, and the towns of Herndon and Vienna. Based upon state law, the County's meals tax would not apply in the towns of Clifton, Herndon or Vienna.

If a majority of voters approve the meals tax referendum, then the Board of Supervisors will adopt an ordinance that specifies the tax rate and the terms of the tax. The ballot question dedicates the "net" revenues of the meals tax to the two purposes specified, so the Board of Supervisors would have the authority to allow the sellers to be compensated for their collection efforts and timely filing and remittance of the tax.

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

TRANSPORTATION BONDS EXPLANATION

Ballot Question

Shall the Board of Supervisors of Fairfax County, Virginia, contract a debt, borrow money and issue bonds, in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of $120,000,000 to finance Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of constructing, reconstructing, improving and acquiring transportation improvements and facilities, including capital costs of land, transit facilities, rolling stock and equipment in the Washington metropolitan area, and to finance improvements to primary and secondary State highways and ancillary related improvements and facilities?

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 are repaid over time with County revenues. Money received from the sale of 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, before incurring such a County general obligation debt, the voters of the County must authorize the County to borrow those funds.

This referendum asks Fairfax County voters whether the Board of Supervisors should be authorized to contract a debt and issue bonds in the maximum principal amount of $120,000,000 to finance Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of transportation improvements and facilities in the Washington metropolitan area, and to finance improvements to primary and secondary State highways and ancillary related improvements and facilities. If a majority of voters approves the question, the County would be allowed to issue bonds to fund transportation 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.

The County currently plans to use the proceeds from this $120,000,000 bond referendum to finance Fairfax County's share of the Washington Metropolitan Area Transit Authority's Capital Improvement Program. The goal of that Capital Improvement Program is to provide safe and reliable public transit service, and it includes expenditures in the following eight categories: vehicles and vehicle parts; rail system infrastructure rehabilitation; maintenance facilities; rail power systems and technology; track and structure; passenger facilities; maintenance equipment; and other transit-related facilities. The highest priority in that Capital Improvement Program is placed on improving the safety of the system, including but not limited to, fixing the track signal system, replacing the oldest railcars and buses, buying equipment to improve trackside worker protection, and adding new safety features to existing railcars and buses.

The Washington Metropolitan Area Transit Authority's Capital Improvement Program is a $6.0 billion six-year program, which includes $950 million in Fiscal Year 2017. The six-year program includes the purchase of 300 replacement railcars, 250 buses, and the construction of new bus garages (including one in Fairfax County). Fairfax County's share of the current six-year Capital Improvement Program is $182 million. Fairfax County plans to use the bonds authorized by this referendum, along with state funding and other local funds, to fund the County's share of the six-year Capital Improvement Program.

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

PARKS AND PARK FACILITIES BONDS EXPLANATION

Ballot Question

Shall the Board of Supervisors of Fairfax County, Virginia, contract a debt, borrow money and issue bonds, in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of $107,000,000: (i) $94,700,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, develop and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) $12,300,000 principal amount for Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, develop and equip parks and park facilities?

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 are repaid over time with County revenues. Money received from the sale of 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, before incurring such a County general obligation debt, the voters of the County must authorize the County to borrow those funds.

This referendum asks Fairfax County voters whether the Board of Supervisors should be authorized to contract a debt and issue bonds in the maximum principal amount of $107,000,000 for additional parks and park facilities, preservation of open space, and the improvement of existing parks owned and operated by the Fairfax County Park Authority ($94,700,000) and by the Northern Virginia Regional Park Authority ($12,300,000). If a majority of voters approves the question, the County would be allowed to issue bonds to fund parks and park facilities as described herein. The County's current plans for the proceeds of bonds that may be authorized by this referendum are described 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.

The County currently plans to use $94,700,000 of bonds from this referendum for improvements and facilities identified in a study the Fairfax County Park Authority recently conducted to evaluate the County's recreational needs over the next 10 years. The improvements and facilities include capital projects related to natural and cultural resources, such as ecological restorations and historic site preservation projects at Colvin Run Mill and Sully Historic site; land acquisition to serve park-deficient areas and protect resources; countywide renovation and upgrades of aging community park facilities, such as playgrounds, courts, infrastructure, and trails; the renovation of Mount Vernon RECenter; and new and expanded facilities to improve service delivery, including a baseball complex to serve the entire County.

Also, the County is a member of the Northern Virginia Regional Park Authority (NVRPA), which provides parks and recreational facilities in the County and elsewhere in Northern Virginia for our

residents and visitors. The County currently plans to use $12,300,000 of bonds from this referendum to pay the County's contribution to NVRPA's Capital Improvement Program. The primary focus of that program is to continue the restoration, renovation, and modernization of existing park facilities, many of which were developed or constructed more than 25 years ago. The bonds will be used to fund an annual $3 million capital contribution to NVRPA over the next four years and to make a $300,000 contribution to support the planned Jean R. Packard Occoquan Center.

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

HUMAN SERVICES/COMMUNITY DEVELOPMENT
FACILITIES BONDS EXPLANATION

Ballot Question

Shall the Board of Supervisors of Fairfax County, Virginia, contract a debt, borrow money and issue bonds in the maximum aggregate principal amount of $85,000,000 to provide funds to finance the cost of human services facilities and community development facilities, including the construction and reconstruction of community centers and shelters and the acquisition of land and equipment or interests therein?

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 are repaid over time with County revenues. Money received from the sale of 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, before incurring such a County general obligation debt, the voters of the County must authorize the County to borrow those funds.

This referendum asks Fairfax County voters whether the Board of Supervisors should be authorized to contract a debt and issue bonds in the maximum principal amount of $85,000,000 to finance the cost of human services facilities and community development facilities. If a majority of voters approves the question, the County would be allowed to issue bonds to fund such 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.

The County currently plans to use $48 million of bonds from this referendum to renovate or replace four of the County's Shelters. The Patrick Henry, Embry Rucker, Eleanor Kennedy and Bailey's Shelters are all aging facilities with building subsystems beyond their intended life-cycles. The facilities were each built or last renovated approximately 30 years ago. All of them are highly utilized and experience 24/7 wear and tear. Additionally, these Shelters can no longer meet "crisis/emergency" needs of homeless individuals and families. The County would use the bonds to finance emergency housing services and permanent housing solutions in one location. The County Shelters are full to capacity every night of the week throughout the year.

The County currently plans to use the remaining $37 million of bonds from this referendum to replace the Sully Senior Center and to construct a new Lorton Community Center. The existing Sully Senior Center, which provides social, recreational, and health/wellness activities and programs for older adults, must be relocated because the current site is in a right-of-way that is currently being designed for a new interchange. The existing Lorton Senior Center, which similarly provides programs for older adults, is currently housed in leased space that is scheduled to expire in 2018. The bonds would finance the construction of the Sully and Lorton Community Centers, to replace the existing facilities. These two new Community Centers

would continue to provide programming for older adults, while also having the capacity to meet other community needs, such as after-school programming for children and teens, and health and wellness programs for youth and adults. Consolidating the provision of these services in the Sully and Lorton facilities aligns with the County's efforts to promote multi-service sites.

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

Board Agenda Item
July 26, 2016

ACTION – 10

Approval of the Bond Pamphlet for the 2016 Referendum on a Meals Tax

ISSUE:
Board approval of the pamphlet for the Meals Tax referendum to be held in conjunction with the General Election on November 8, 2016.

RECOMMENDATION:
The County Executive recommends that the Board approve the pamphlet for the referendum and authorize staff to mail it to all County households.

TIMING:
Board action is recommended on July 26 so that staff can have the pamphlets printed and mailed so they are received by absentee voters prior to September 23.

BACKGROUND:
On June 7, 2016, the Board of Supervisors adopted a resolution asking the Fairfax County Circuit Court to order a referendum on November 8, 2016, on the question whether the Board should be authorized to levy a meals tax. On June 28, 2016, as requested, Circuit Court Chief Judge Bruce White ordered that the referendum be placed on the November 8 ballot.

The pamphlet is one element of the County's information campaign for the 2016 Meals Tax referendum, and supplements the plain language statement also provided to the Board for approval. The pamphlet will be distributed by mailing it to all County households before the election as well as being posted online. The pamphlet must be neutral; it cannot advocate the passage or defeat of the referendum questions. The law does not limit the length of the pamphlet, so while it is consistent with the language in the plain language statement, it contains much more detail about the purpose and effect of the referendum to help inform voters.

FISCAL IMPACT:
Expenses associated with the printing, and distribution of the meals tax information will be paid by the Office of Public Affairs through an adjustment as part of the *FY 2016 Carryover Review*.

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:
Attachment 1 – Pamphlet for Meals Tax Referendum

STAFF:
Joseph M. Mondoro, Chief Financial Officer
Kevin C. Greenlief, Director, Department of Tax Administration
Anthony Castrilli, Director, Office of Public Affairs
Erin C. Ward, Senior Assistant County Attorney

FAIRFAX COUNTY BOARD OF SUPERVISORS

2016 Meals Tax Referendum
It's Your Decision

Meals Tax Question on the Nov. 8 Ballot

In the Nov. 8 General Election, **Fairfax County voters will be asked to vote YES or NO on a meals tax question**. The Board of Supervisors does not have the authority to implement a meals tax unless approved by voters. The question asks voters to allow the Board of Supervisors to impose a 4 percent **meals tax on certain prepared foods, which would be paid by residents, commuters and tourists**. If the majority of voters approve the meals tax, the Board of Supervisors would dedicate the revenues to two purposes, which are specified in the ballot question. First, **70 percent of the net revenues would be dedicated to Fairfax County Public Schools**. Second, **30 percent of the net revenues would be dedicated to county services, capital improvements and property tax relief**.

If approved by voters, the meals tax is estimated to generate approximately $99 million in the first year - with 28 percent of that amount coming from non-county residents.

Meals Tax Ballot Question

For the purpose of reducing dependence on real estate taxes, shall the Board of Supervisors of Fairfax County, Virginia, be authorized to levy a tax on prepared food and beverages, otherwise known as a meals tax, as allowed by Virginia Code § 58.1-3833, at a rate not to exceed four percent (4%) of the amount charged for prepared food and beverages (which, based upon state law, is applicable only to sales outside of the town of Clifton, and towns of Herndon and Vienna that have already implemented a meals tax)? The revenues generated shall be dedicated to the following purposes:

1. 70 percent of the net revenues to Fairfax County Public Schools.
2. 30 percent of the net revenues to County services, capital improvements and property tax relief.

What is a Meals Tax?

A meals tax is a tax on all ready-to-eat prepared food and beverages at restaurants, as well as grocery stores, convenience stores and delicatessens.

- Does not apply to groceries. However, it does include ready-to-eat foods, for example, food from the deli counter or salad bar at a supermarket/grocery store.
- Includes alcoholic and non-alcoholic beverages served with a meal.
- Does not apply to vending machines.
- Does apply to prepared foods served at food trucks.

Exceptions to the Meals Tax Include (per Va. Code § 58.1-3833(A):

- Cafeterias operated by industrial plants for employees only.
- Restaurants to their employees as part of their compensation when no charge is made to the employee.
- Churches that serve meals for their members as a regular part of their religious observances.
- Public or private elementary or secondary schools, colleges, and universities to their students or employees.
- Hospitals, medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or residents.
- Day care centers.
- Homes for the aged, infirm, handicapped, battered women, narcotic addicts, or alcoholics.
- Age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees.
- Nonprofits and organizations, such as volunteer fire companies, who serve meals as a fundraising activity, the gross proceeds of which are to be used exclusively for nonprofit educational, charitable, benevolent or religious purposes. There are limits to this exception.

* If the referendum is approved by voters, the Board of Supervisors will hold one or more public hearings to determine if additional exceptions are appropriate prior to adopting a meals tax ordinance.

Why a Meals Tax Now?

1) A meals tax would diversify the county's tax revenue base. The Board of Supervisors is seeking authority to impose a meals tax to **reduce the county's dependence on real estate taxes**. Currently, about 65 percent of Fairfax County's General Fund budget relies upon real estate taxes. State law limits what the county can tax and how it may otherwise raise revenue. Almost 90 percent of Fairfax County non-property tax revenues are capped, limited, or controlled by the state.

A 4 percent tax is equivalent to over 4 cents on the current (FY 2017) real estate tax rate. **When the real estate tax is increased, this impacts all property-owning residents.** These tax increases are also typically passed through to renters. If a meals tax is approved by voters, it would apply to tourists, commuters and travelers, as well as residents who dine out.

2) 70 percent of the net meals tax funds generated would be dedicated to Fairfax County Public Schools (FCPS). More than 52 percent of the county's General Fund budget is dedicated to FCPS. State and federal budget cuts have made FCPS more reliant on county revenue, at the same time that FCPS costs have increased. This has required the county to use more tax dollars (primarily real estate) to maintain a quality school system.

3) 30 percent of the net meals tax funds will be dedicated to county services, capital improvements and property tax relief. Examples of capital improvements include renovations, updates and new construction of schools, fire and police stations, libraries, among other county facilities.

4) The county's budget continues to be impacted by the effects of sequestration, the economic downturn and the increasing costs of providing quality services to our residents. In order to **maintain a balanced budget, the Board of Supervisors will have to either increase revenue or reduce spending on core county services,** including schools and infrastructure. A meals tax is a **common source of revenue for local governments in Virginia.**

How Much Would the Meals Tax Cost?

If approved, a 4 percent meals tax would add 4 cents to every dollar spent on dining out in Fairfax County. For example:

- $5 fast food meal would cost an additional 20 cents
- $10 fast casual meal would cost an additional 40 cents
- $100 restaurant meal would cost an additional $4

A meals tax applies in addition to other applicable taxes, such as sales taxes.

Based on information from the Virginia Tourism Corporation, it is estimated that approximately 28 percent of meal expenditures in Fairfax County are generated by non-county residents.

Many Local Jurisdictions Have a Meals Tax

If you go out to eat (outside of our county), you may already be paying a meals tax to another local government.

Examples of our neighbor jurisdictions that have a meals tax in place include:

- Alexandria: 4 percent
- Arlington: 4 percent
- Falls Church: 4 percent
- Fairfax City: 4 percent
- Herndon: 2.5 percent
- Vienna: 3 percent
- District of Columbia: 10 percent

* Based upon state law, the county's meals tax would not apply in the towns of Herndon, Vienna or Clifton. The Town of Clifton does not have a meals tax.

Timeline for Meals Tax Referendum

Nov. 8: Election Day.

February 2017: If the meals tax referendum is passed by voters, the Board of Supervisors will hold a public hearing to adopt an ordinance establishing the rate and terms of the meals tax, including allowing the businesses that must collect and remit the tax to retain a small percentage to compensate them for their effort and cost.

July 1, 2017: If the proposed meals tax referendum passes, it would become effective at the beginning of Fiscal Year 2018 (July 1, 2017).

FAIRFAX COUNTY BOARD OF SUPERVISORS

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For contact information, visit www.fairfaxcounty.gov/government/board.

Plan Now: Your Nov. 8 Election Day Checklist

- **Make sure you can vote on Nov. 8. Check your voter registration status** to make sure it is up to date. Not registered to vote? Do it today. Deadline for voter registration and updates is Oct. 17.
- **Consider absentee voting.** There are 19 valid reasons to vote absentee before Election Day, either in person or by mail. Absentee voting begins Sept. 23.
- **Stay informed.** Follow us on Twitter @fairfaxvotes and @fairfaxcounty. Subscribe to Fairfax Alerts, look for "Election Updates and News."

Go to www.fairfaxcounty.gov/elections
703-222-0776 (TTY 711) or email: voting@fairfaxcounty.gov

Planee ahora para el día de elecciones: 8 de noviembre, 2016
Revise su estado de votante

- **Asegúrese que podrá votar el 8 de noviembre. Revise que su registración de votante este al día.** ¿No esta registrado para votar? Hágalo hoy mismo. El último día de registración para votar es el 17 de octubre.
- **Considere votar en ausencia.** Hay 19 razones válidas para votar en ausencia antes del día de las elecciones, ya sea en persona o por correo. La votación en ausencia comienza el 23 de septiembre.
- **Manténgase informado.** Síganos en Twitter @fairfaxvotes y @fairfaxcounty. Suscríbase a las alertas de Fairfax, busque "Election Updates and News."

Visite www.fairfaxcounty.gov/elections
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To request this information in an alternate format, call the Office of Public Affairs at 703-324-7329, TTY 711.

Fall 2016

2016 Meals Tax Referendum
Information for Voters

FAIRFAX COUNTY BOARD OF SUPERVISORS

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Fairfax, VA 22035

Board Agenda Item
July 26, 2016

ACTION – 11

Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2017

ISSUE:
Board approval of a draft meeting schedule for January through December, 2017.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the draft meeting schedule for January through December, 2017.

TIMING:
The Board should take action on July 26, 2016, in order that accommodations to implement this calendar can proceed in advance of January.

BACKGROUND:
The *Code of Virginia*, Section 15.2-1416, requires the governing body to establish the days, times and places of its regular meetings at the annual meeting, which is the first meeting of the year. Therefore, the schedule for the entire 2017 calendar is presented for Board approval. The section further states that "meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year."

Scheduled meetings may be adjourned and reconvened as the Board may deem necessary, and the Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting, after notice required by Virginia law, as the need arises.

At the first meeting of the Board of Supervisors in January, staff will bring the 2017 meeting calendar to the Board for formal adoption.

ENCLOSED DOCUMENTS:
Attachment 1: January-December, 2017 Draft Schedule for Board of Supervisors' Meetings

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

2017 Board of Supervisors Meeting Schedule

DRAFT

January 24, 2017
February 14, 2017
February 28, 2017
March 14, 2017
April 4, 2017 **9:30 to 4:00 pm Board Meeting** **4:00 p.m. Budget Public Hearing**
April 5 – April 6 , 2017 **1:00 pm – Budget Public Hearings**
April 25, 2017 **Budget Markup**
May 2, 2017 **Includes Budget Adoption**
May 16, 2017

June 6, 2017
June 20, 2017
July 11, 2017
July 25, 2017
September 12, 2017
September 26, 2017
October 17, 2017
October 31, 2017
November 21, 2017
December 5, 2017

Board Agenda Item
July 26, 2016

ACTION - 12

Support Efforts to Modify Flight Paths South of Ronald Reagan Washington National Airport

ISSUE:
Board support of efforts to modify flight paths south of Ronald Reagan Washington National Airport to keep aircraft more centered over the Potomac River on departures, as well as to modify waypoints to move departing aircraft farther down the Potomac River before turning east or west, to reduce the impact of aircraft noise on Fairfax County residents.

RECOMMENDATION:
The County Executive recommends the Board support efforts to modify flight paths south of Ronald Reagan Washington National Airport to keep aircraft more centered over the Potomac River on departures, as well as to modify waypoints to move departing aircraft farther down the Potomac River before turning east or west, to reduce the impact of aircraft noise on Fairfax County residents. The County Executive recommends that the Board also encourages outreach efforts be undertaken by the Federal Aviation Administration or other implementing agencies to any potentially impacted neighborhoods and stakeholders during the consideration of the change to these flight paths, or any flight paths in the future. Notice of this action will be conveyed to the Reagan National Airport Community Working Group, the Metropolitan Washington Airports Authority, the Federal Aviation Administration, and other stakeholders who may express interest.

TIMING:
Action should be taken on this item on July 26, 2016, to provide this supporting information to the Reagan National Airport Community Working Group, the Metropolitan Washington Airports Authority, and the Federal Aviation Administration.

BACKGROUND:
The Federal Aviation Administration (FAA) has been working on the implementation of the Next Generation Air Transportation System (NextGen) throughout the country over the past several years. NextGen, which is designed to improve airspace safety and efficiency, can result in fewer flight delays and less fuel consumption by airplanes, but has also resulted in flight paths concentrated over certain communities. There have

been such concentrations of flight paths for operations at Ronald Reagan Washington National Airport (DCA), including a concentration of flight paths for departures to the south of the airport that has resulted in a significant increase in noise over residential areas in the County that are along those flight paths.

The Reagan National Community Noise Working Group was established in 2015 to facilitate discussions with citizens, the FAA, and airlines to address noise issues. The Working Group is comprised of community members appointed by elected officials from local jurisdictions, including two members and two alternates representing Fairfax County, and airline representatives. Metropolitan Washington Airports Authority (MWAA) and FAA staff serve as non-voting, advisory members. The Working Group meets to share ideas, discuss potential strategies and evaluate potential solutions to this issue. Recommendations approved and endorsed by the Working Group are forwarded periodically to the FAA for consideration.

On April 14, 2016, the Working Group met and voted to endorse a concept of modifying flight paths south of DCA to keep aircraft more centered over the Potomac River on departures, as well as modifying waypoints to move departing aircraft further down the Potomac River before turning east or west. The vote included five members in support (including both Fairfax County representatives), none in opposition, three abstentions, and six absent during the vote. As some Working Group members representing impacted areas were not present, the Draft Recommendation also noted that a vote on a firm recommendation for the FAA to pursue such changes is pending consultation with Working Group members representing communities that would be impacted by these adjustments, as well as consultations with the airlines serving DCA (Attachment 1).

On July 19, 2016, Margaret McKeough, MWAA Chief Operating Officer, provided a presentation on aircraft noise issues at the Board Transportation Committee (Attachment 2). During the discussion, it was noted that changing a flight pattern to improve noise issues at certain locations could have detrimental impacts at other locations. In the instance of the proposed changes to the south flow departures at DCA could impact arrivals and departures at DCA, impacting neighborhoods along the Potomac River.

FISCAL IMPACT:
There is no fiscal impact to the County as a result of these comments.

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:
Attachment 1 - Reagan National Community Noise Working Group Draft Recommendation #3
Attachment 2 – Metropolitan Washington Airports Authority July 19, 2016, Presentation to the Board Transportation Committee

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Noelle Dominguez, Senior Transportation Planner, FCDOT

Reagan National Airport
Community Working Group
Draft Recommendation # 3
(Approved April 14, 2016)

The Working Group endorses the concept of the FAA modifying flight paths south of DCA to keep aircraft more centered over the Potomac River on departures, as well as modifying waypoints to move departing aircraft farther down the Potomac River before turning east or west. A vote on a firm recommendation for the FAA to pursue such changes is pending consultation with Working Group members representing communities that would be impacted by these adjustments, as well as consultations with the airlines serving DCA.



Presentation for:

Fairfax County
Board of Supervisors
Transportation Committee

July 19, 2016

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

MWAA and Reagan National Airport (DCA)

- **Background**
  - DCA opened in 1941 and has always operated as a commercial airport (24/7)
  - DCA and IAD are the only U.S. commercial airports owned by federal government
  - MWAA created by regional compact with DC and Virginia to operate, develop airports
  - Important to maintain a 'balanced' 2-airport system
  - Regulatory decisions and the economy are both contributors to the current operational imbalance between Reagan National and Dulles International airports
  - Operational imbalance causes cascading economic problems
- **Key Regional Economic Driver (Aviation, Toll Road, Rail)**
  - MWAA operations account for 4.5 percent of regional GDP
  - Provide or support more than 387,000 jobs
  - Provide or support more than $15 billion in labor income
  - Provide or support more than $3 billion in Tax Revenue which includes $1.92 billion of State and Local taxes
  - Provide or support more than $20 billion in business revenue

(source: 2012 MWAA Economic Impact Study)

Reagan National Airport (DCA)
Stakeholder Roles and Responsibilities

- **FAA has exclusive control of airspace and aircraft (flight paths and altitudes)**
  - FAA Regional Operational Restrictions:
    - Federal Prohibited Airspace (P-56): White House, U.S. Naval Observatory and the U.S. National Mall
  - Potomac and Anacostia river corridors have been the recommended flight paths since jets began operating at DCA in 1966
  - Communities near the rivers experience the most aircraft noise

- **Airlines are responsible for managing their individual flight schedules and aircraft fleet mix**

- **Local government jurisdictions are responsible for land-use zoning around airports**

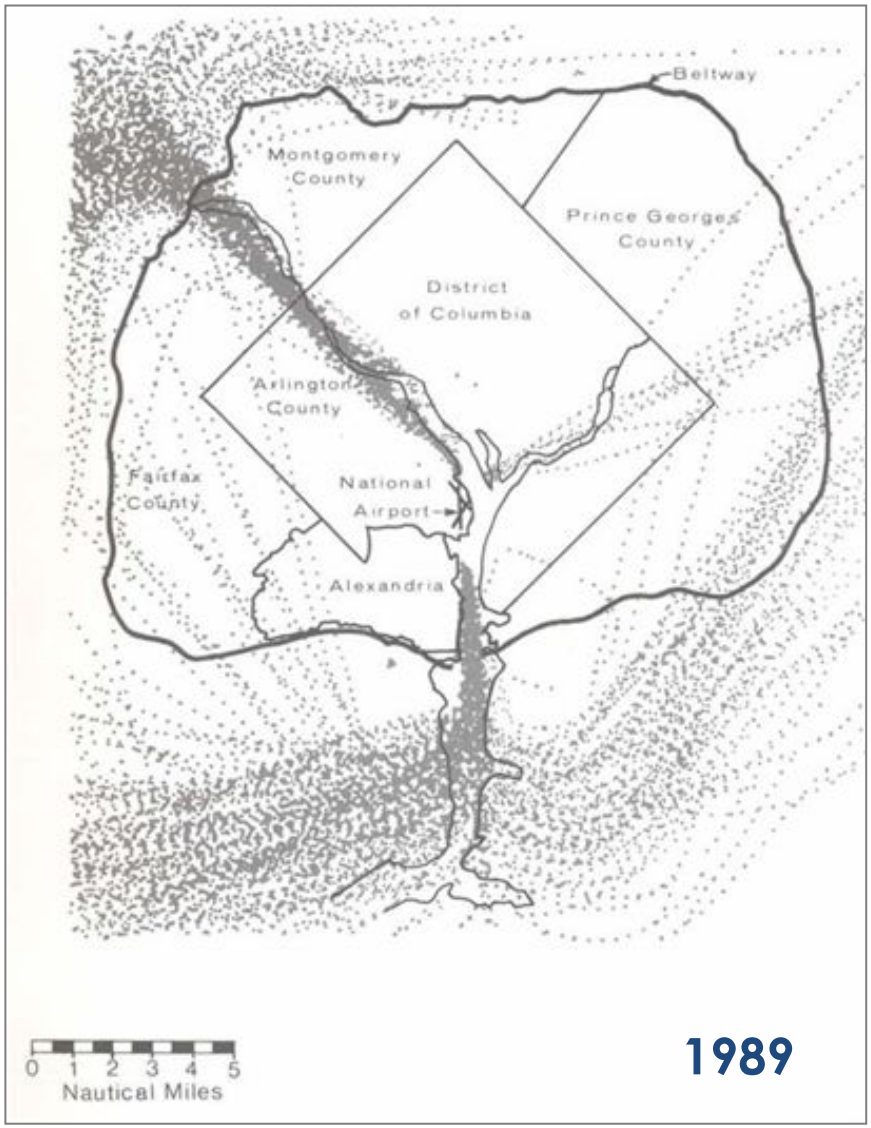
- **MWAA is responsible for airport facility development, maintenance and leasing**
  - Oversees DCA Nighttime Noise Rule:
    - ***DCA Nighttime Noise Rule is not a curfew***
    - MWAA identifies compliant and non-complaint (louder) aircraft based on the FAA's Noise Certification data for each aircraft type, model, engine and weight
    - MWAA levies civil penalties on non-compliant aircraft that operate 10 p.m. - 6:59 a.m.
  - Provides a level playing field for all airline tenants to operate successfully

Reagan National Airport (DCA)
Recent Changes

- **Growth in demand for air travel between 10 p.m. - 7a.m.**
  - Demand for early morning and late-night travel has resulted in more arrivals and departures between 10 p.m. - 7 a.m.
  - Aviation technology has improved since the DCA Nighttime Noise Rule was implemented in 1981, and the majority of modern aircraft now noise comply with the rule
  - Airport Noise and Capacity Act of 1990 limits U.S. airports from imposing new noise-based operational restrictions on quieter (stage 3) aircraft, including airport hours of operation, number of aircraft operations or aircraft noise levels

- **D.C. Metroplex (NextGen) procedure changes related to FAA airspace re-design**
  - FAA continues the implementation of its Next Generation Air Transportation System program (NextGen) to improve airspace safety and efficiency, including modified departures procedures in the D.C. airspace (D.C. Metroplex)
    - Benefits: Fewer residents are exposed to aircraft noise
    - Benefits: Fewer flight delays, less fuel consumption, less pollution
    - Challenges: Flight paths concentrated over certain communities
  - Procedure changes have resulted in additional complaints from residents living in proximity to flight corridor changes, locally and nationally

Historical Flight Tracks
Over Potomac and Anacostia River Corridors

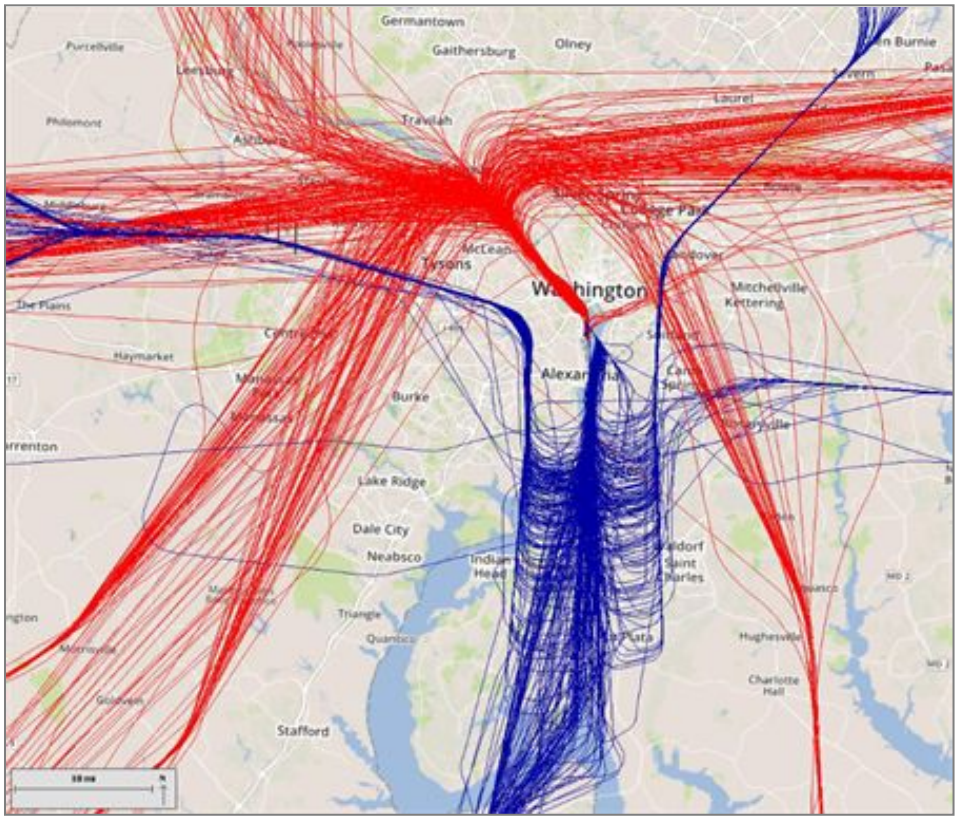


Reagan National (DCA) - North Flow Arrivals and Departures

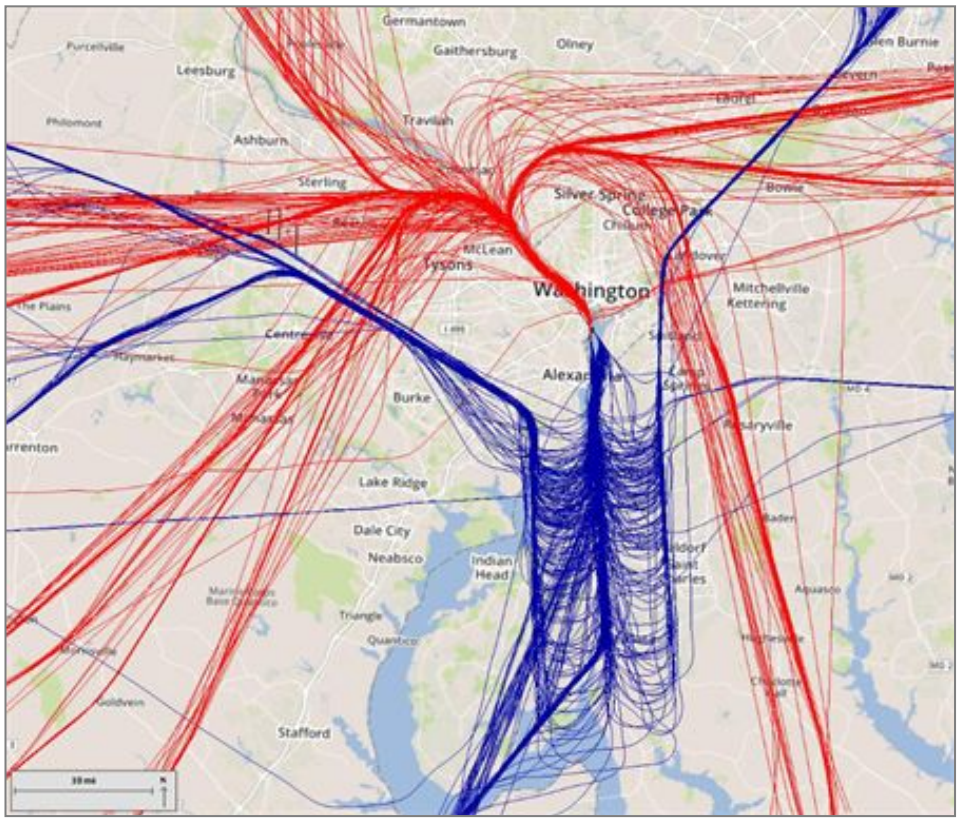
NextGen Procedure Changes
2012 (Pre) versus 2015 (Post)

Arrivals
Departures

Pre-NextGen: June 26, 2012



Post-NextGen: September 14, 2015

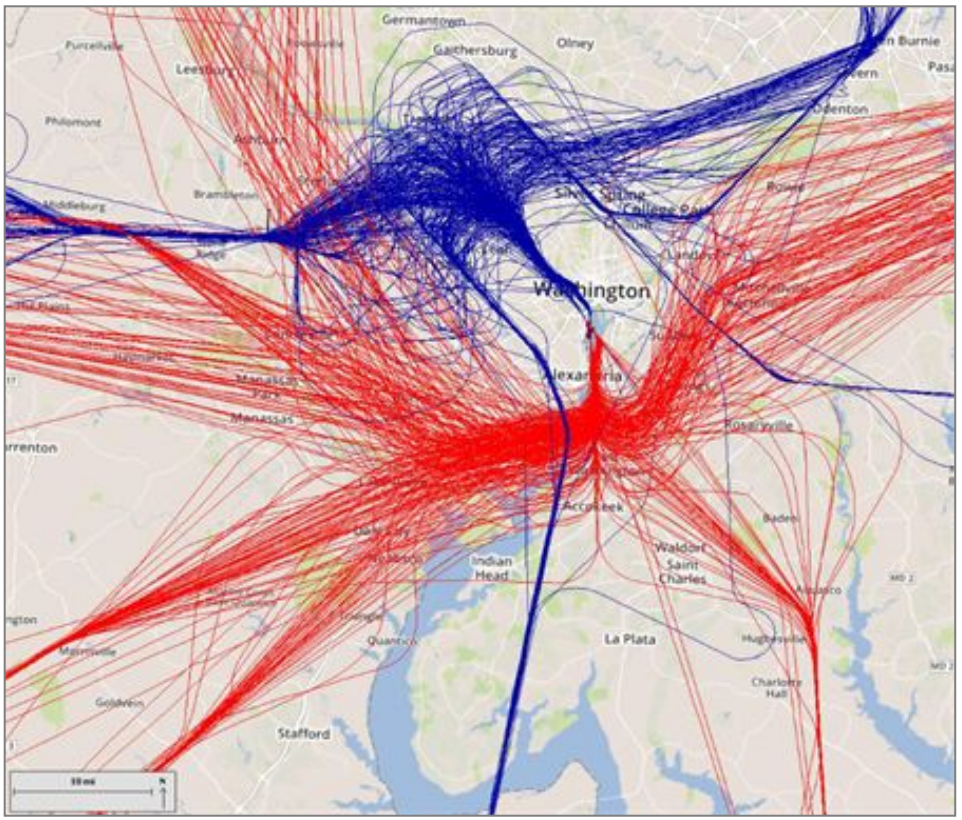


Reagan National (DCA) - South Flow Arrivals and Departures

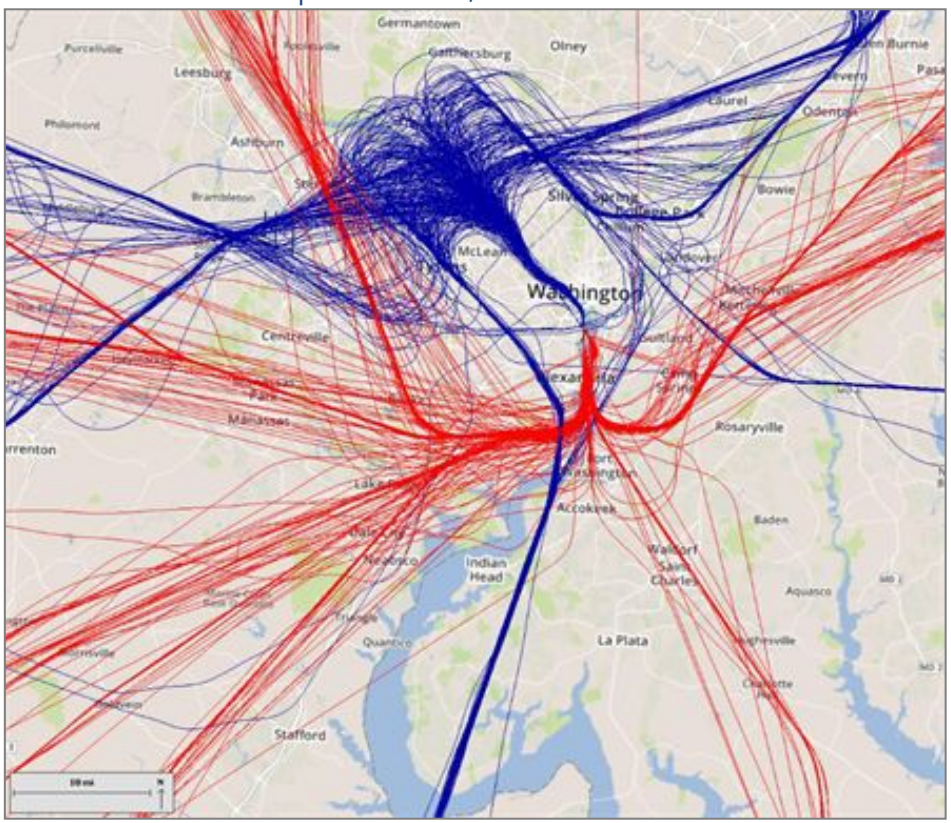
NextGen Procedure Changes
2012 (Pre) versus 2015 (Post)

Arrivals
Departures

Pre-NextGen: June 28, 2012



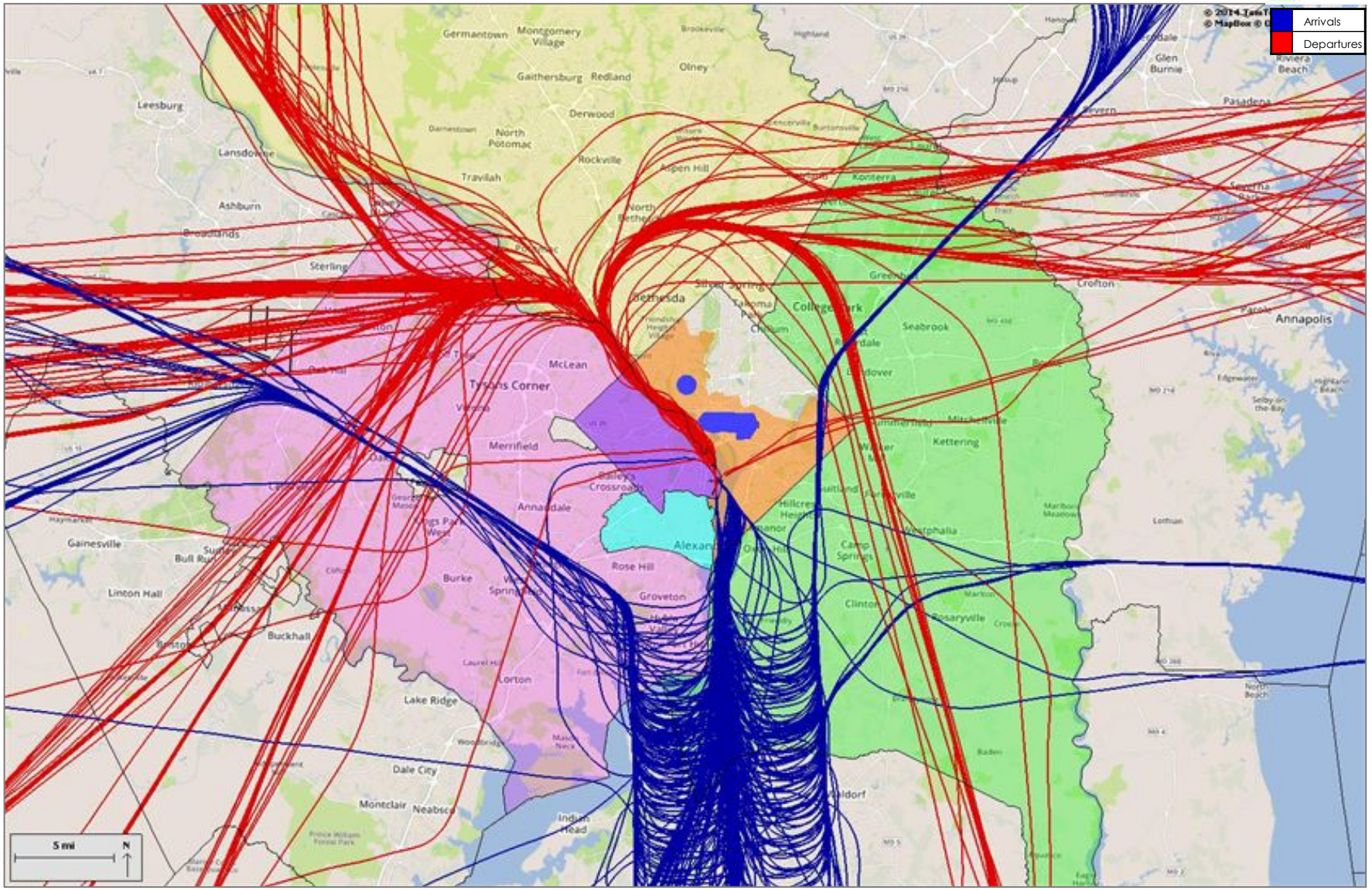
Post-NextGen: September 8, 2015



Reagan National (DCA) - Current North Flow Arrivals and Departures

Jurisdiction Boundaries

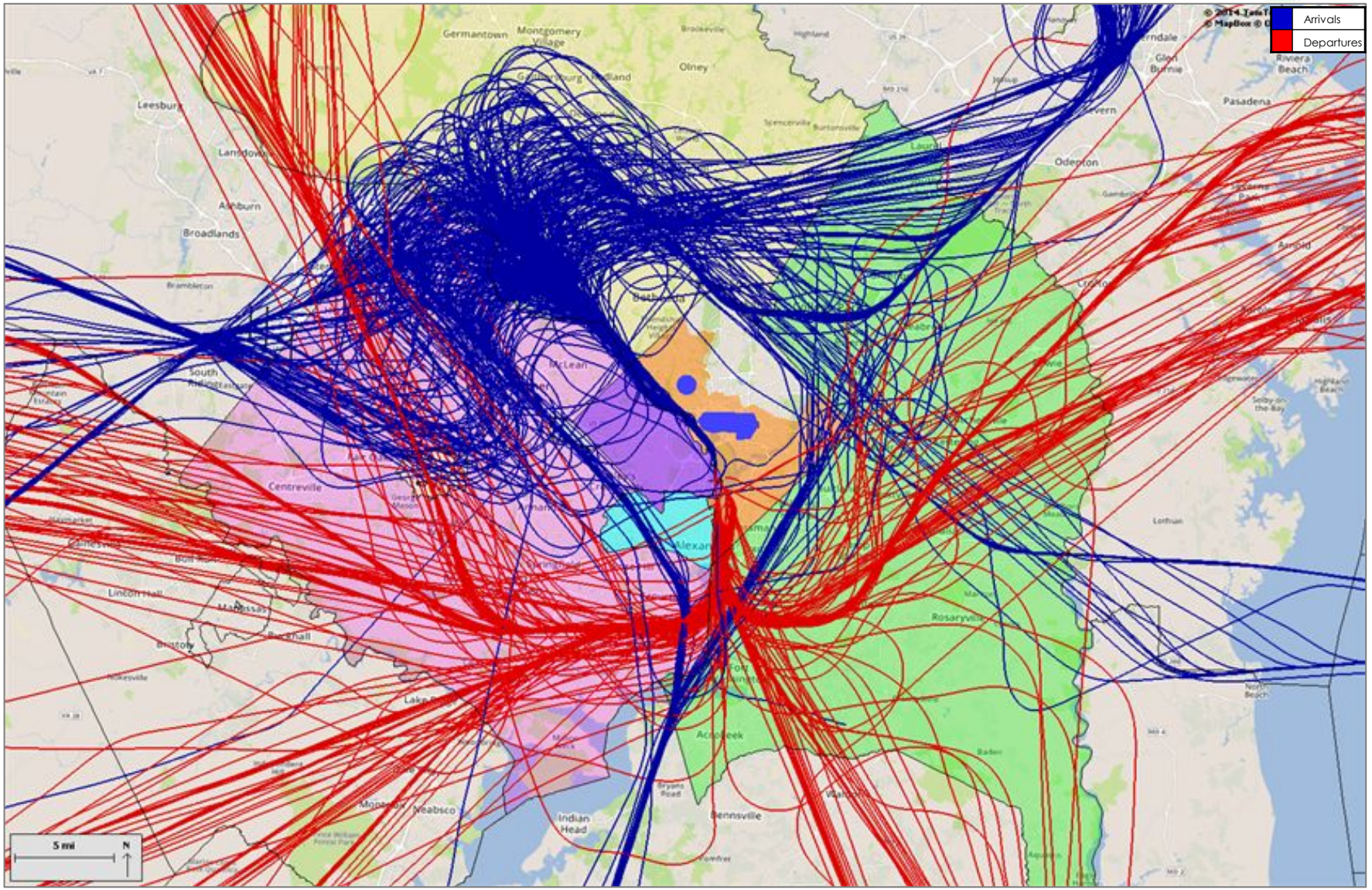
Current (Post-NextGen): June 9, 2016



Reagan National (DCA) - Current South Flow Arrivals and Departures

Jurisdiction Boundaries

Current (Post-NextGen): June 2, 2016



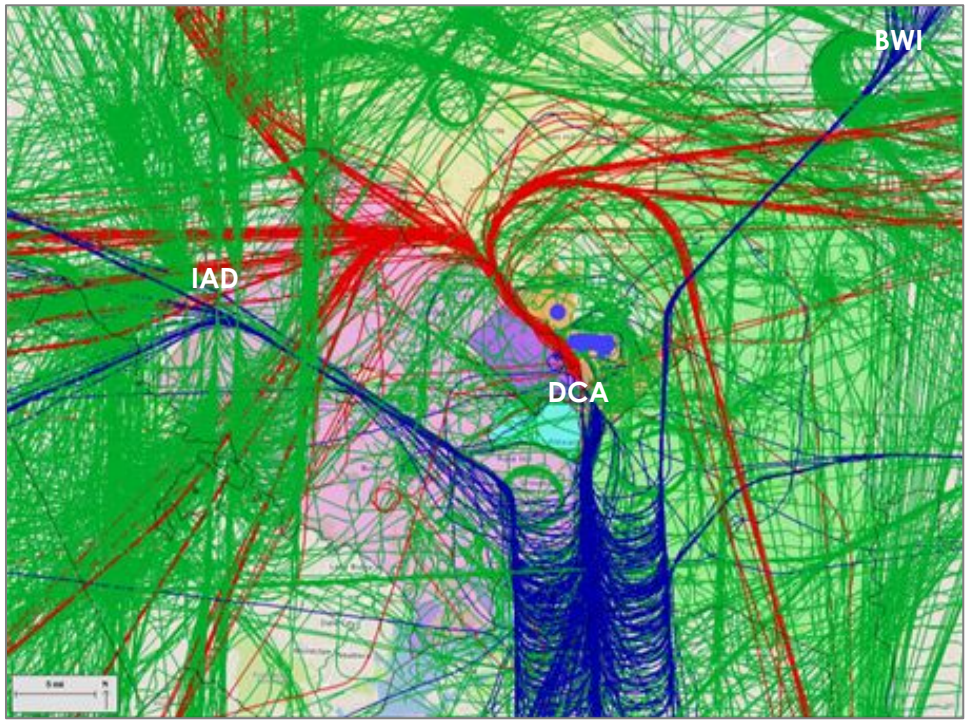
Daily D.C. Regional Airspace - *All Operations*

Jurisdiction Boundaries

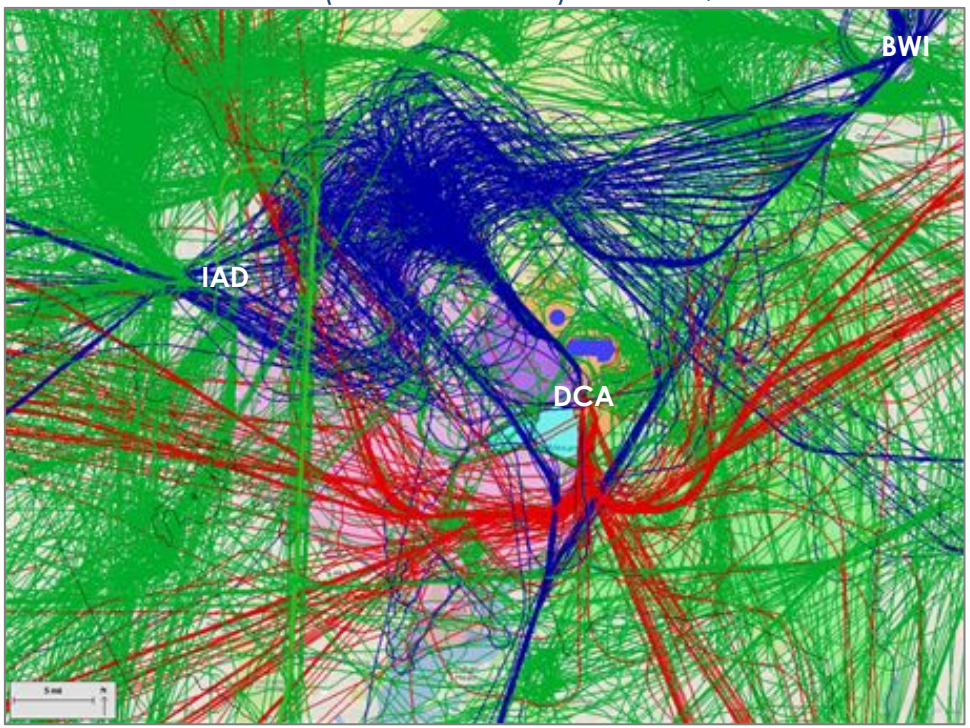
Prohibited Airspace (P-56)
DC Wards 2, 3, 6, 7 & 8
City of Alexandria
Arlington
Fairfax County
Montgomery County
Prince George's County

Arrivals
Departures
Overflights

Current North Flow (Post-NextGen): June 9, 2016



Current South Flow (Post-NextGen): June 2, 2016

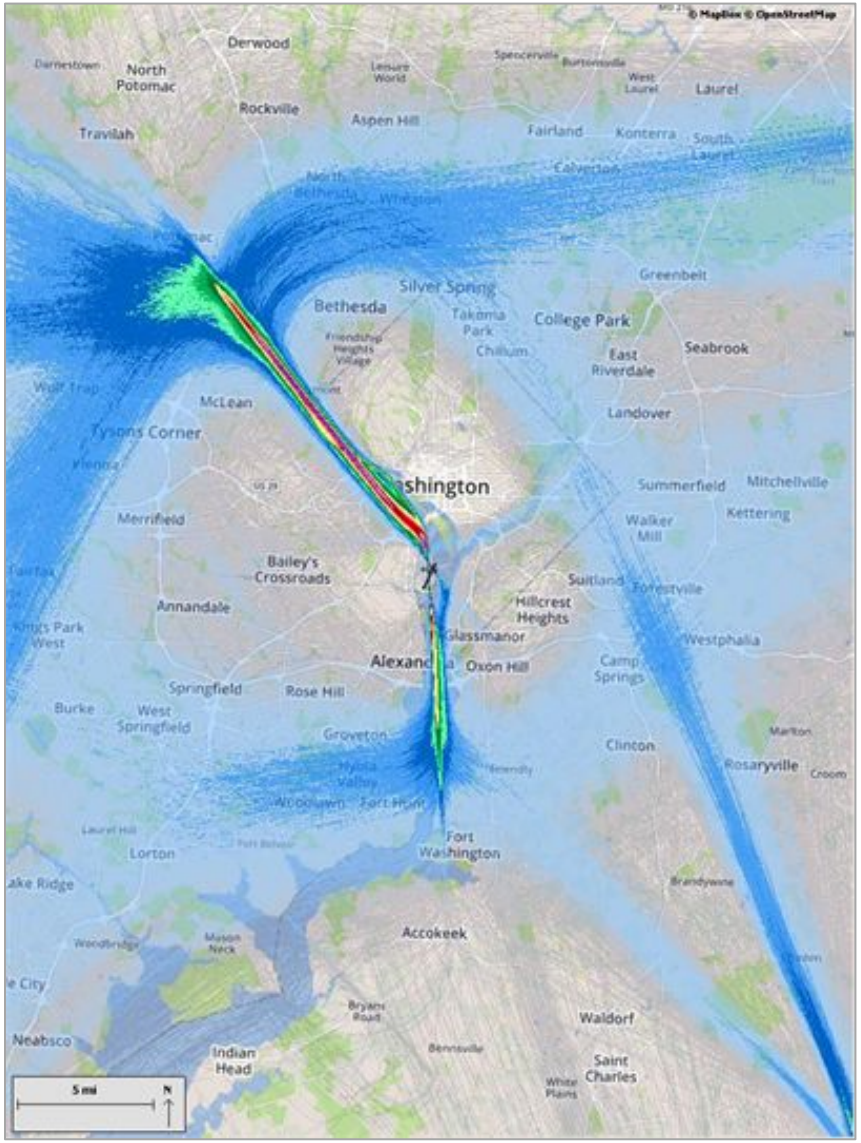


Reagan National (DCA) - 2015 Quarterly Track Density Plots

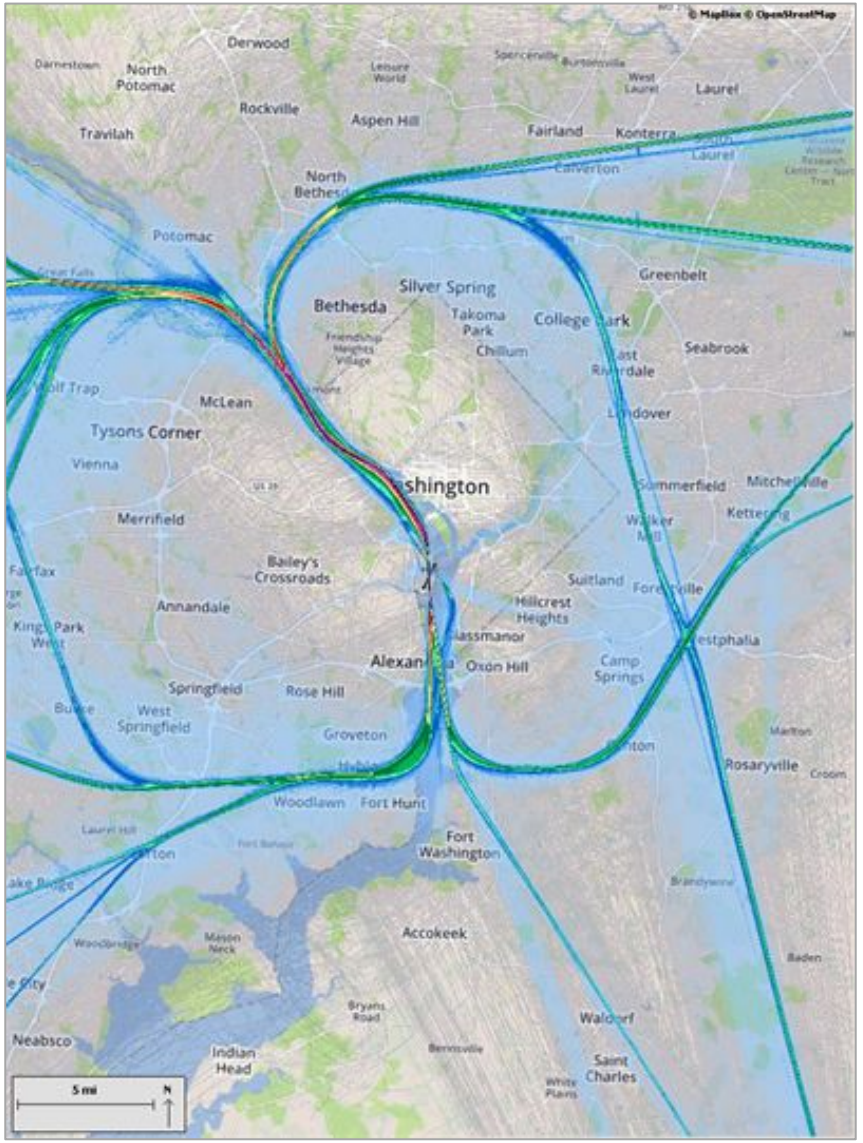
2015 NextGen Departure Procedure Changes

1 - 5	1251 - 1500
6 - 25	1501 - 1750
26 - 50	1751 - 2000
51 - 100	2001 - 2500
101 - 150	2501 - 3000
151 - 250	3001 - 4000
251 - 500	4001 - 5000
501 - 750	5001 - 10000
751 - 1000	
1001 - 1250	

1st Quarter (Pre-NextGen) Departures

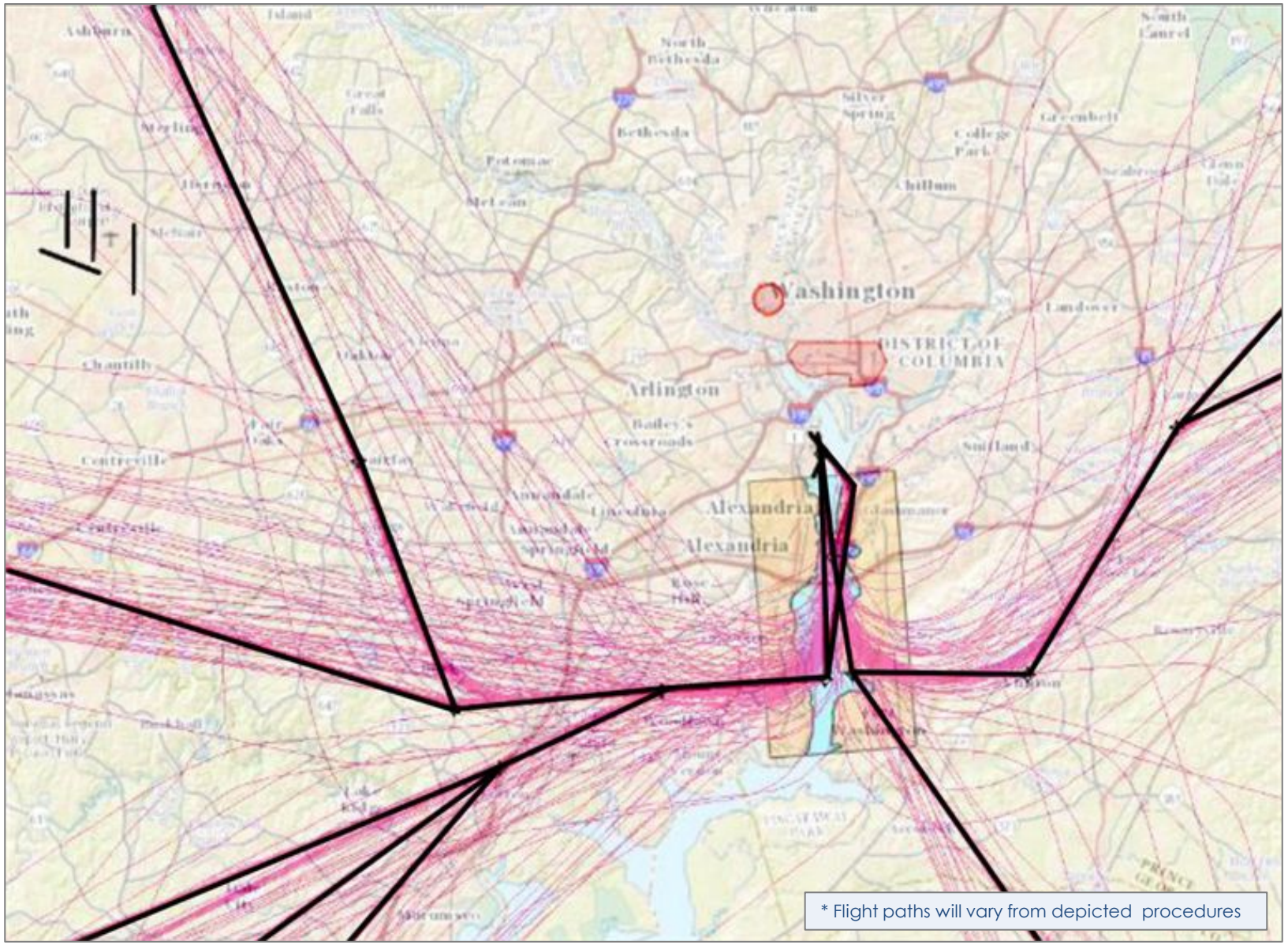


4th Quarter (Post-NextGen) Departures

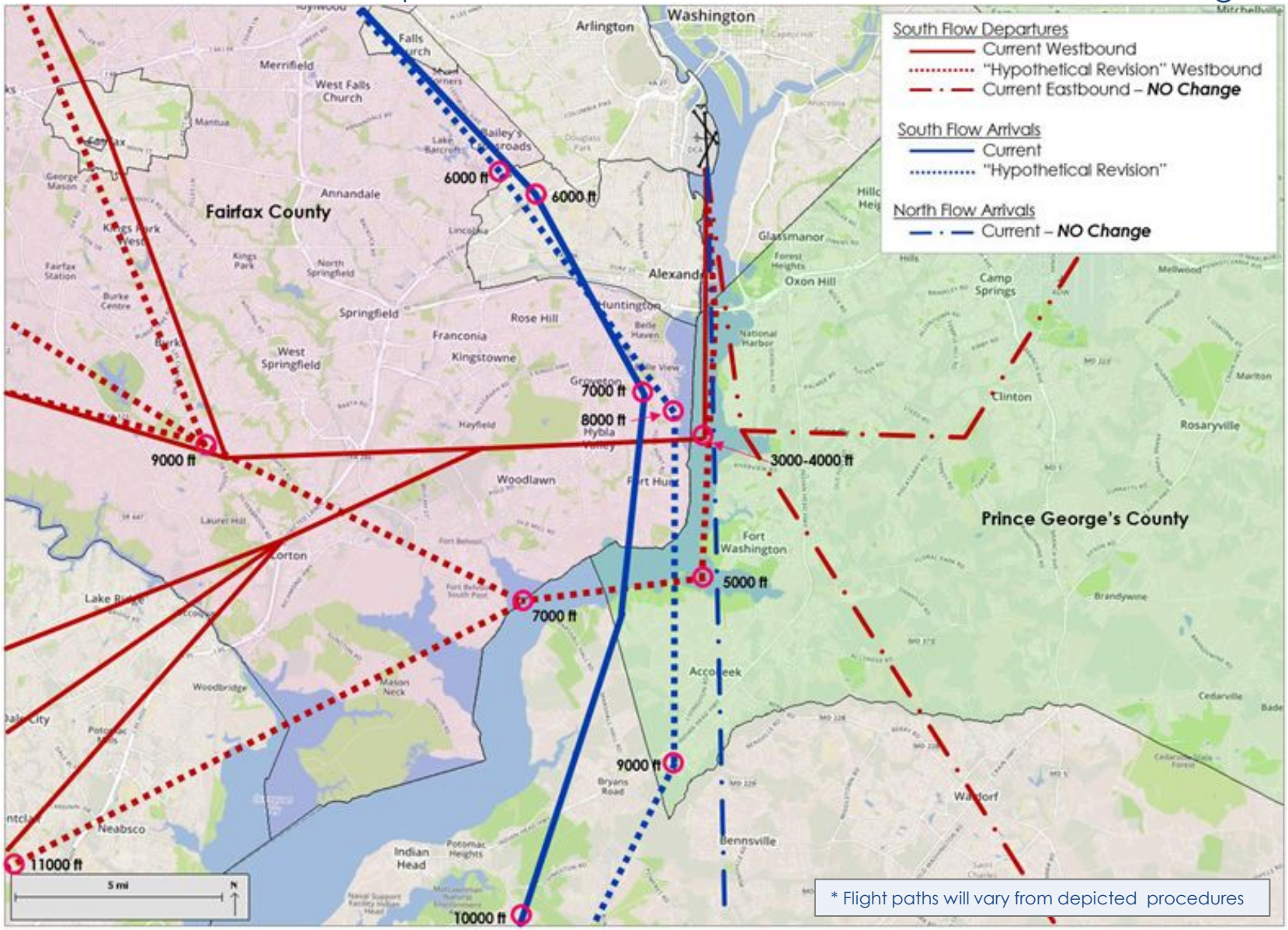


Reagan National (DCA) - Current FAA South Flow Departure Procedures*

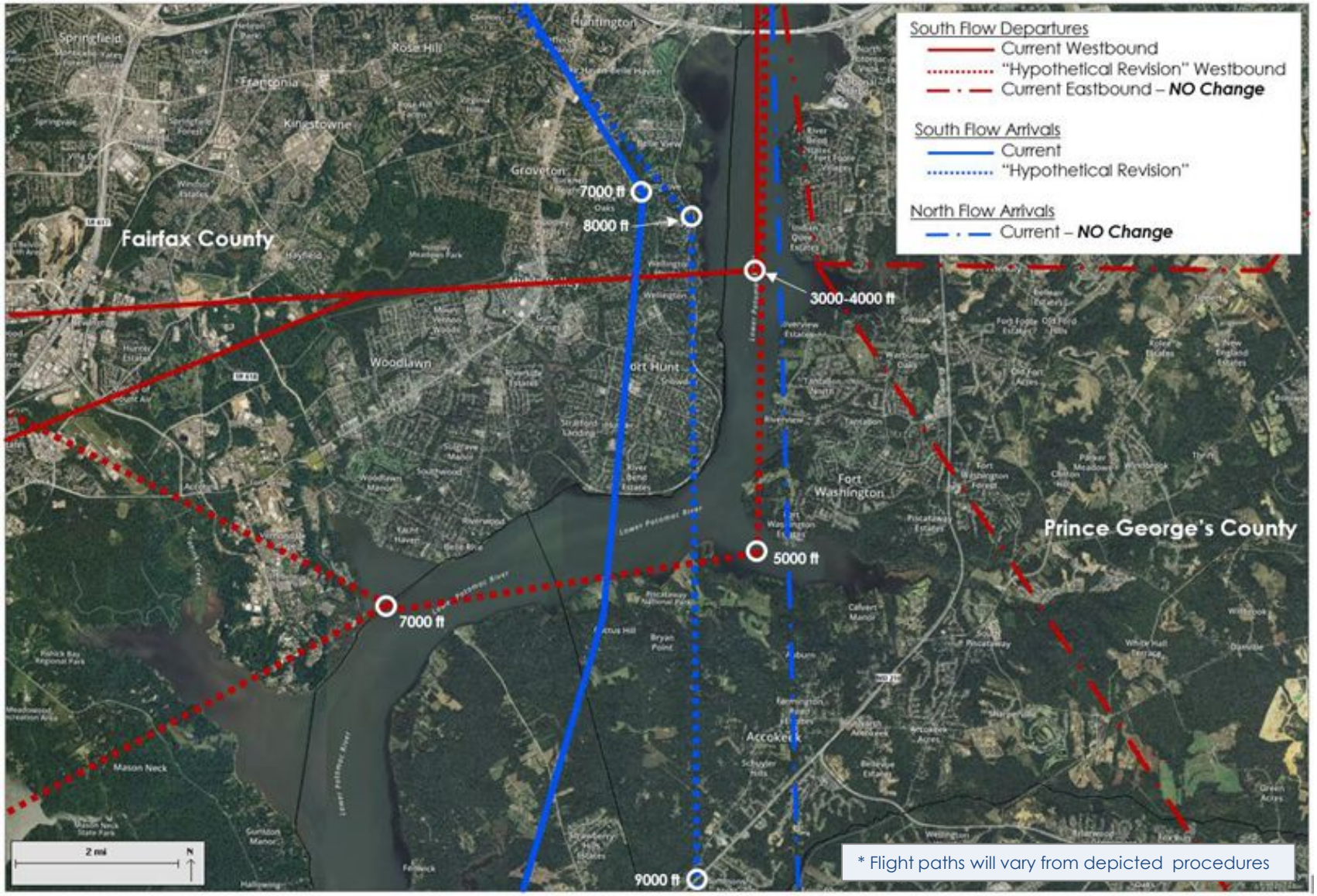
Current FAA (Post-NextGen) Departure Procedures (black) with Actual Flight Tracks (red)



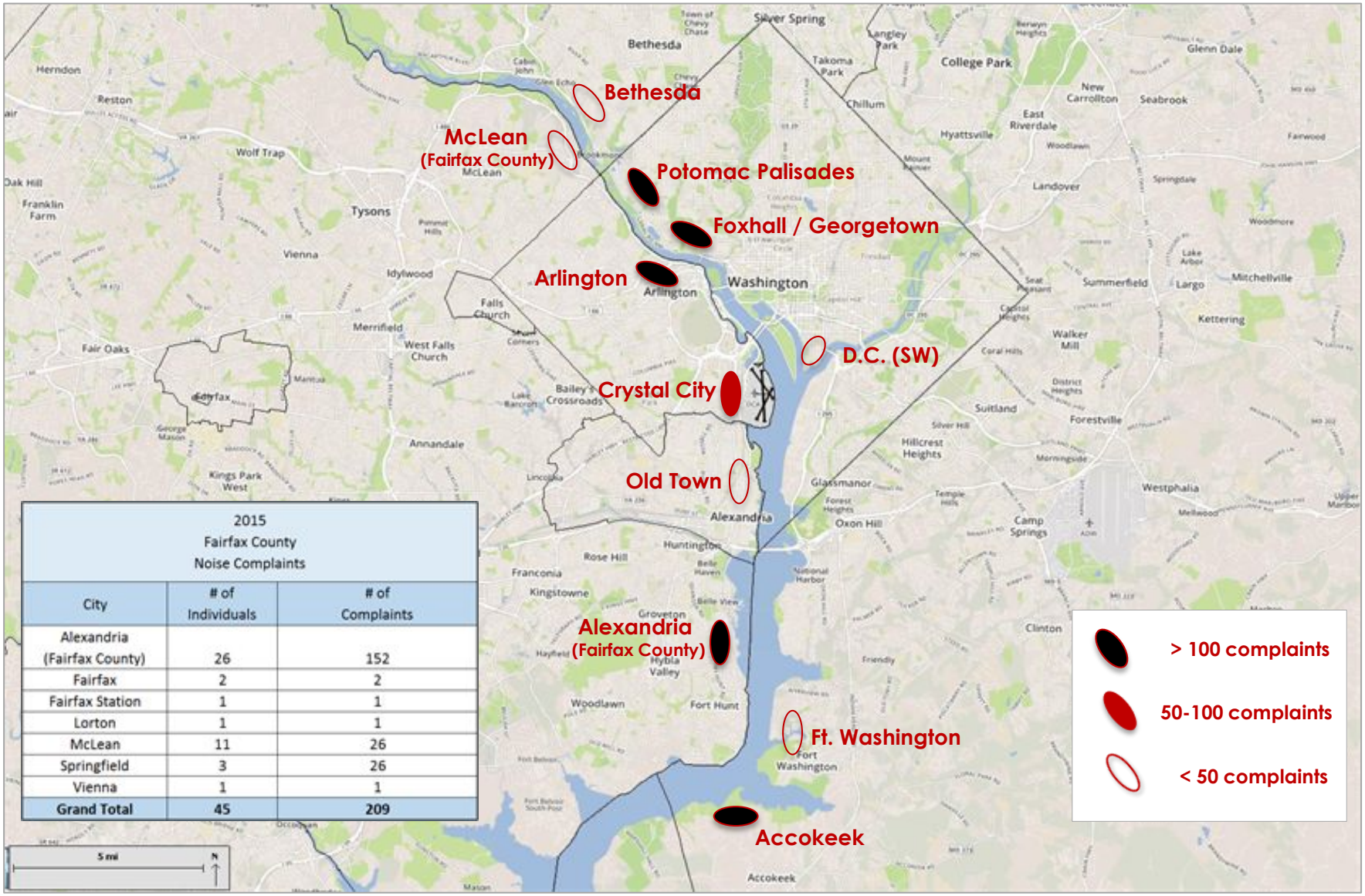
Reagan National (DCA) – Current FAA South Flow Procedures* (Regional) and Hypothetical Revisions under Discussion by DCA Noise Working Group to ***"Maximize Over Water, Minimize Over Land"*** Flight Times



Reagan National (DCA) – Current FAA South Flow Procedures* (Close-in) and Hypothetical Revisions under Discussion by DCA Noise Working Group to ***"Maximize Over Water, Minimize Over Land"*** Flight Times



2015 Frequent DCA Community Complaint Areas



2015
Fairfax County
Noise Complaints

City	# of Individuals	# of Complaints
Alexandria (Fairfax County)	26	152
Fairfax	2	2
Fairfax Station	1	1
Lorton	1	1
McLean	11	26
Springfield	3	26
Vienna	1	1
Grand Total	**45**	**209**

What is MWAA Doing About Community Noise Concerns?

- **DCA Community Noise Working Group**
  - Facilitate discussions with citizens, FAA and airlines to address noise issues
  - Forward noise-abatement recommendations to FAA for consideration
  - Discuss opportunities to minimize impacts on neighborhoods

- **Airline Engagement**
  - MWAA CEO, Jack Potter, requested corporate airlines to reduce or eliminate louder aircraft operating at Reagan National, as well as the implementation of flight procedures that ***"Maximize Over Water, Minimize Over Land"*** flight times
  - Attend airline Chief Pilot meetings to relay community concerns and discuss noise abatement procedure
  - Enforce DCA Nighttime Noise Rule (issued 36 citations in 2015)

- **Congress / Regulatory Agencies**
  - Oppose any changes in current High Density "Slot" and Perimeter Rules

- **Noise Information Office**
  - Broker discussions with FAA and airlines regarding potential flight-path modifications
  - Meet with individuals and citizen groups to address noise issues
  - Provide on-line tools for citizens to track flight paths and altitudes
  - Maintain the noise monitor system (for information only)

DCA Community Noise Working Group

Mission and Structure

- Mission: Identify potential noise-mitigation solutions for FAA consideration
- Voting Members include 12 community representatives appointed by their local elected official and 2 airline representatives:
  - Airlines: American Airlines, Metropolitan Washington Airlines Committee
  - DC: Wards 2, 3, 6, 7, 8
  - MD: Montgomery County (District 1), Prince George's County (District 8)
  - VA: Arlington County (North & South), City of Alexandria, Fairfax County (Dranesville & Mt Vernon Districts)
- MWAA and FAA serve as non-voting, advisory Working Group members
- MWAA also serves as the facilitator for Working Group meetings and forwards recommendations to the FAA after they have been approved and endorsed by a Working Group majority
- Congressional, local government staff also attend Working Group meetings
- Established in October 2015 and meets monthly thru 2016

Focus Areas

- ***"Maximize Over Water, Minimize Over Land"*** flight times
- Noise-abatement flight procedures
- FAA's use of North versus South Flow procedures
- Altitudes for arriving, departing flights
- Airport hours of operation
- Roles, responsibilities of airport, airlines, FAA
- Emerging aircraft technologies
- DCA Nighttime Noise Rule (limitations and enforcement)
- Noise monitoring systems

Conclusions

- FAA has exclusive jurisdiction over airspace issues: flight path, altitude, flow direction
- Changing flight patterns is a regional issue; Implementing changes over one community can have implications for other communities
- MWAA is committed to working with FAA, airlines and communities to identify alternatives for FAA and airlines consideration



METROPOLITAN
WASHINGTON
AIRPORTS AUTHORITY

MWAA.COM

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Board Agenda Item
July 26, 2016

INFORMATION - 1

Contract Award – Medical Detoxification Services

The Department of Procurement and Material Management (DPMM) issued a Request for Proposal (RFP2000001857) for the provision of medical detoxification services for the Fairfax-Falls Church Community Services Board (CSB).

The purpose of this Request for Proposal (RFP) was to solicit sealed proposals to establish a contract or contracts through competitive negotiation with qualified offerors for the provision of medical detoxification services, on an as needed basis, for patients referred by the Fairfax-Falls Church Community Services Board (CSB) or other Fairfax County agencies. These patients are predominantly uninsured and/or indigent residents of Fairfax County, Fairfax City and/or the City of Falls Church, but in some cases, patients may have private insurance or Medicaid.

The County received two proposals in response to the RFP. The Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. After reviewing all of the information and conducting negotiations, the SAC recommended award to both offerors, Inova Comprehensive Addictions Treatment Services (CATS) and Prince William Hospital d/b/a Novant Health.

The Department of Tax Administration has verified that the selected firms are not required to have a Fairfax County Business, Professional, and Occupational License (BPOL).

Unless otherwise directed by the Board of Supervisors, the Purchasing Agent will proceed to award contracts to Inova Comprehensive Addictions Treatment Services (CATS) and to Prince William Hospital d/b/a Novant Health. The contract term will begin on August 1, 2016 and terminate on June 30, 2019 with the option to renew for an additional two (2) year period.

CONTRACT PRICING:

	Bed Rate
Inova Comprehensive Addictions Treatment Services (CATS):	$1,025/day
Prince William Hospital d/b/a Novant Health:	$1,140/day

FISCAL IMPACT:
The total estimated expenses over the term of the contract if all renewal options are exercised is approximately $625,000. The Fairfax-Falls Church Community Services Board has approximately $125,000 in funds budgeted for Fiscal Year 2017 for these services.

ENCLOSED DOCUMENTS:
Attachment 1 – List of Offerors

STAFF:
Cathy Muse, Director, Department of Procurement and Material Management
Lee Ann Pender, Acting Director, Department of Administration for Human Services
Tisha Deeghan, Director, Fairfax – Falls Church Community Services Board

Board Agenda Item
July 26, 2016

Attachment 1

List of Offerors

Name	SWAM Status
Inova Comprehensive Addictions Treatment Services	Large, Corporation
Prince William Hospital d/b/a Novant Health UVA Health System	Non-Profit, Corporation

Board Agenda Item
July 26, 2016

INFORMATION – 2

Belle View/New Alexandria Community Flooding and Amendment 4 of the Belle Haven Watershed Flood Damage Reduction Study Agreement Between Fairfax County and the U.S. Army Corps of Engineers (Mount Vernon District)

On July 11, 2006, the County entered into an agreement with the U.S. Army Corps of Engineers (USACE) to identify preliminary flood damage reduction alternatives and to develop 5% concept level alternative plans, costs, and benefits for the Belle Haven community, which suffered significant flooding during Hurricane Isabel in September 2003. The 5% concept designs were completed and presented to the community.

This agreement was amended to include the Huntington Community, which suffered significant flooding in June 2006. Amendment #1 was developed to determine the cause of flooding in the Huntington Community, prepare concept designs, and a 65% design of the selected solution. Amendment #1 was approved on September 26, 2006.

The agreement was again amended (Amendment #2) on July 25, 2008, to provide a comprehensive analysis of various levee and floodwall alignments that were developed as part of the 5% concept level plans for the Belle Haven/New Alexandria Communities. Amendment #2 also included a 65% engineering design of the final recommended alignment for the Belle View/New Alexandria Communities.

Amendment #3 was approved on August 20, 2013, to allow the USACE to participate in the review of the consultant's designs related to the Huntington Levee project and coordinate with the Belle View Task Force in developing additional flood mitigation alternatives for the Belle View/New Alexandria Communities.

The current agreement expired on December 31, 2015. Amendment #4 extends the effective date of the agreements from December 31, 2015 to December 31, 2020. This extension is required to provide engineering services through the completion of the Huntington Levee project that is scheduled for January 2019. This extension also provides engineering services for the Belle Haven Flood Mitigation project which is currently in the concept phase. Amendment #4 does not modify the scope of the previous approved studies and has no fiscal impacts.

Staff has worked closely with USACE to prepare Amendment #4 To Letter Agreement between The United States of America and Fairfax County, Virginia For Belle Haven Watershed Flood Damage Reduction Study.

Board Agenda Item
July 26, 2016

Unless otherwise directed by the Board of Supervisors, the County Executive, on behalf of the County, will execute Amendment #4 To Letter Agreement between The United States of America and Fairfax County, Virginia For Belle Haven Watershed Flood Damage Reduction Study to extend the effective date of the agreement to December 31, 2020.

FISCAL IMPACT:
Amendment #4 To Letter Agreement between The United States of America and Fairfax County, Virginia For Belle Haven Watershed Flood Damage Reduction Study has no fiscal impacts.

ENCLOSED DOCUMENTS:
Attachment 1 – Cover Letter from the Department of the Army Baltimore District, Corps of Engineers and Amendment #4 to Letter Agreement Between The United States of America and Fairfax County, Virginia For Belle Haven Watershed Flood Damage Reduction Study

STAFF:
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities
Randolph W. Bartlett, Deputy Director, DPWES, Stormwater and Wastewater Management
Marc E. Gori, Assistant County Attorney

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
10 S. HOWARD STREET
BALTIMORE, MD 21201

Planning Division

May 18, 2016

ATTACHMENT #1

Dr. Donald Demetrius
Chief, Watershed Projects Evaluation Branch
Fairfax County Stormwater Planning Division
Department of Public Works and Environmental Services
12000 Government Center Parkway, Suite 449
Fairfax, Virginia 22035-0052

Dear Dr. Demetrius:

The purpose of this letter is to transmit two copies of Amendment #4 to the Letter of Agreement (LOA) for the Belle Haven Watershed Flood Damage Reduction Study, for the appropriate signature. The Amendment has been reviewed by the U.S. Army Corps of Engineers (USACE) Office of Counsel and signed by the District Engineer. The Amendment to the LOA does not modify the scope of the study, which is attached to the LOA, just the date the agreement will be effective through. It revises the date from 31 December 2015 to 31 December 2020. This study is currently being performed by the Baltimore District, USACE, under the Floodplain Management Services Program (FPMS).

Please have both copies of the LOA Amendment signed and dated (and include the execution date on the first page); keep one copy for your records and provide one signed and dated copy of the LOA Amendment to:

Ms. Stacey Underwood, CENAB-PL-E
U.S. Army Corps of Engineers
10 South Howard Street
Baltimore, Maryland 21201

If you have any questions regarding the LOA Amendment, the study, or the FPMS Program, please contact Ms. Stacey Underwood at (410) 962-4977. We look forward to continue working with you on this study.

Sincerely,

for Amy Guise
Chief, Planning Division

Enclosures

AMENDMENT #4 TO
LETTER AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
FAIRFAX COUNTY, VIRGINIA
FOR
BELLE HAVEN WATERSHED FLOOD DAMAGE REDUCTION STUDY

THIS AMENDMENT, entered into this ____ day of _____, 2016, modifies the terms of the previously executed Letter of Agreement (LOA) dated 11 July 2006, as amended by Amendment #1 dated 26 September 2006, by Amendment #2 dated 12 May 2008, and by Amendment #3 dated 20 August 2013, between the United States of America (hereinafter called the "Government"), and Fairfax County, Virginia, (hereinafter called the "Sponsor"), as follows:

WHEREAS, the Sponsor has requested that the term of this agreement, and the period of performance to complete the Plan of Study be extended.

NOW THEREFORE, the parties agree to the following changes:

1. Strike the existing Paragraph 1 of the LOA, as amended by Amendment #3 dated 20 August 2013, and replace with the following:

"The Government, using funds contributed by the Sponsor, shall expeditiously prosecute and complete the Study in compliance with the Amended Plan of Study, dated 15 April 2013 (Third Amendment), attached hereto and incorporated by reference as Exhibit A, and in conformity with applicable Federal laws and regulations, and mutually acceptable standards of engineering practice. The terms of this agreement shall be effective only upon the signature of the Parties, through 31 December 2020."

All other provisions of the 11 July 2006 LOA, as amended, shall remain in effect. This Amendment shall become effective upon the signatures of both of the parties.

For the Sponsor:

By: _____

EDWARD L. LONG JR
County Executive
Fairfax County

Date: _____

For the Corps:

By: _____

Edward P. Chamberlayne, P.E.
Colonel, Corps of Engineers
Baltimore District
Title: District Engineer

Date: 12 May 16

LETTER AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND
FAIRFAX COUNTY, VIRGINIA
FOR THE
BELLE HAVEN WATERSHED FLOOD DAMAGE REDUCTION STUDY

THIS AGREEMENT, entered into this 11th day, of July, 2006, by and between the parties, United States of America (hereinafter called the "Government"), represented by the District Engineer executing this Agreement, and Fairfax County, Virginia (hereinafter called the "Sponsor"), collectively referred to as the Parties.

WITNESSETH

WHEREAS, Section 206 of the River and Harbor and Flood Control Act of 1960 (Public Law 86-645) authorizes the Secretary of the Army, acting through the Chief of Engineers, to compile and disseminate information on floods and flood damages, including identification of areas subject to inundation by floods of various magnitudes and frequencies; and

WHEREAS, Section 202 of the Water Resources Development Act of 1999 (Public Law 106-53) authorizes the Secretary of the Army to accept funds voluntarily contributed by state, regional, or local governments for the purpose of expanding the scope of the services requested by the entities; and

WHEREAS, the Sponsor has identified the need for a flood damage reduction analysis as described in the Scope of Study (Exhibit A) incorporated into the Agreement; and

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in the study financing in accordance with the terms of this Agreement; and

NOW THEREFORE, the Parties agree to the following:

1. The Government, using funds contributed by the Sponsor, shall expeditiously prosecute and complete the Study, in compliance with the Scope of Study, attached as Exhibit A, and in conformity with applicable Federal laws and regulations, and mutually acceptable standards of engineering practice. The terms of this agreement shall be effective only upon the signature of the Parties, through September 30, 2007.

2. The study cost is currently estimated to be $210,000. The Government will provide $35,000 worth of services, as specified in the attached Scope of Study. The Sponsor has requested the Government to expand the scope of services as specified in the attached Scope of Study and shall contribute $175,000 in cash, as specified in the attached Scope of Study. In the event that the total study costs, as defined in this agreement exceed the estimate, the Non Federal Sponsor agrees to make reasonable efforts within its authorities to obtain additional funding for this agreement. The Sponsor agrees to provide a cashier or certified check in the amount of $175,000 which shall be made payable to FAO, USACE, Baltimore District, prior to any work being performed under this Agreement.

3. No Federal funds may be used to meet the local Sponsor's share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by

the granting Federal agency.

4. Before any Party to this Agreement may bring suit in any court concerning any issues relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of nonbinding alternate dispute resolution mutually acceptable to the Parties.

5. Upon thirty (30) days written notice, either Party may terminate or suspend the Study without penalty. Upon receipt of such notice, the Government will terminate work on the Study immediately. If the study is terminated, the Agreement shall terminate within 60 days thereafter, at completion of the final accounting as provided in section 6 below.

6. Within ninety (90) days upon completion of the Study or notice of termination of this Study, pursuant to section 5 above, whichever occurs first, the Government shall prepare a final accounting of the study costs, which shall display (1) cash contributions by the Sponsor, (2) disbursements by the Government of all funds. The balance of any unexpended Sponsor funds will be returned to the Sponsor upon completion of the work or termination of this agreement.

7. In the event that any (one or more) of the provisions of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be effected or impaired and shall continue in affect until the Agreement is completed.

8. The Parties may modify this Agreement by written amendment, signed by the Parties.

9. The project manager for Government is Mr. Larry Eastman, Planning and Environmental

Services Branch, who can be reached at (410) 962-4710. The project manager for Sponsor is Donald Demetrius, who can be reached at (703) 324-5669. The project manager for either party may be changed by written notice to the other party.

For the Sponsor:

By: _____

ANTHONY H. GRIFFIN
County Executive
Fairfax County

Date: 7/11/06

For the Corps:

By: _____

ROBERT J. DAVIS
Colonel, Corps of Engineers
Baltimore District
Title: District Engineer

Date: 3 JUL 06

AMENDMENT #2 TO
LETTER AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
FAIRFAX COUNTY, VIRGINIA
FOR
BELLE HAVEN WATERSHED FLOOD DAMAGE REDUCTION STUDY

THIS AMENDMENT, entered into this 25th day of July, 2008, modifies the terms of the previously executed Letter of Agreement (LOA) dated 11 July 2006, as amended by Amendment #1 dated 26 September 2006, between the United States of America (hereinafter called the "Government"), and Fairfax County, Virginia, (hereinafter called the "Sponsor"), as follows:

WHEREAS, the Sponsor has requested that the scope of the services be expanded to include additional study,

NOW THEREFORE, the parties agree to the following changes:

1. Strike the existing Paragraph 1 of the LOA, as amended by Amendment #1 dated 26 September 2006, and replace with the following:

"The Government, using funds contributed by the Sponsor, shall expeditiously prosecute and complete the Study in compliance with the Amended Plan of Study (Second Amendment), attached as Exhibit A, dated 12 May 2008 and in conformity with applicable Federal laws and regulations, and mutually acceptable standards of engineering practice. The terms of this agreement shall be effective only upon the signature of the Parties, through 31 December 2010."

2. Strike the existing Paragraph 2 of the LOA, as amended by Amendment #1 dated 26 September 2006, and replace with the following:

"The total study cost is currently estimated to be $2,265,000. Of this amount, $50,000 shall be funded by the Government (Task 1 and a portion of Task 9), and $2,215,000 will be voluntarily

contributed by the sponsor to expand the scope of the Government's services (Tasks 2 through 8, a portion of Task 9, Task 10 and Task 11). As of the date of this Amendment #2, the Government has provided $50,000 and the Sponsor has contributed $1,150,000 to complete Tasks 1 – 10. The Sponsor agrees to provide a cashier or certified check in the amount of $1,065,000 which shall be made payable to FAO, USACE, Baltimore District, prior to any work described in Task 11 of the amended Plan of Study being performed under this Agreement. In the event that the total study costs, as defined in this agreement exceed the estimate, the Sponsor agrees to make reasonable efforts within its authorities to obtain additional funding for this agreement."

All other provisions of the 11 July 2006 LOA as amended by Amendment #1 dated 26 September 2006 shall remain in effect. This Amendment shall become effective upon the signatures of both of the parties.

For the Sponsor:

By: A H Griffin

ANTHONY H. GRIFFIN
County Executive
Fairfax County

Date: 7/25/08

For the Corps:

By: P W Mueller

PETER W. MUELLER
Colonel, Corps of Engineers
Baltimore District
Title: District Engineer

Date: 8 July '08

AMENDMENT #3 TO
LETTER AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
FAIRFAX COUNTY, VIRGINIA
FOR
BELLE HAVEN WATERSHED FLOOD DAMAGE REDUCTION STUDY

THIS AMENDMENT, entered into this 20th day of August, 2013, modifies the terms of the previously executed Letter of Agreement (LOA) dated 11 July 2006, as amended by Amendment #1 dated 26 September 2006 and by Amendment #2 dated 12 May 2008, between the United States of America (hereinafter called the "Government"), and Fairfax County, Virginia, (hereinafter called the "Sponsor"), as follows:

WHEREAS, the Sponsor has requested that the scope of the services be expanded to include additional study,

NOW THEREFORE, the parties agree to the following changes:

1. Strike the existing Paragraph 1 of the LOA, as amended by Amendment #2 dated 12 May 2008, and replace with the following:

"The Government, using funds contributed by the Sponsor, shall expeditiously prosecute and complete the Study in compliance with the Amended Plan of Study, dated 15 April 2013 (Third Amendment), attached hereto and incorporated by reference as Exhibit A, and in conformity with applicable Federal laws and regulations, and mutually acceptable standards of engineering practice. The terms of this agreement shall be effective only upon the signature of the Parties, through 31 December 2015."

2. Strike the existing Paragraph 2 of the LOA, as amended by Amendment #2 dated 12 May 2008, and replace with the following:

"The total study cost is currently estimated to be $2,539,300. Of this amount, $50,000 shall be funded by the Government (Task 1 and a portion of Task 9), and $2,489,300 will be voluntarily contributed by the Sponsor to expand the scope of the Government's services (Tasks 2 through 8, a portion of Task 9, Task 10, Task 11, Task 12 and Task 13). As of the date of this Amendment #3, the Government has provided $50,000 and the Sponsor has contributed $2,215,000 to complete Tasks 1 – 11. The Sponsor agrees to provide a certified check in the additional amount of $274,300 which shall be made payable to FAO, USACE, Baltimore District, prior to initiation of the new tasks described in the amended Plan of Study being performed under the agreement. In the event that the total study costs, as defined in this agreement exceed the estimate, the Sponsor agrees to make reasonable efforts within its authorities to obtain additional funding for this agreement."

All other provisions of the 11 July 2006 LOA, as amended, shall remain in effect. This Amendment shall become effective upon the signatures of both of the parties.

For the Sponsor:

By: David M. Rohrer
Deputy County Executive
for EDWARD L. LONG JR
County Executive
Fairfax County

Date: 8-20-13

For the Corps:

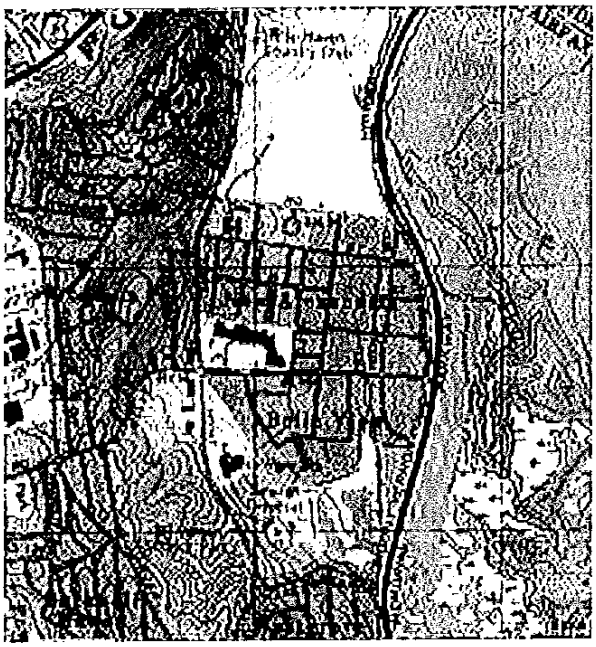
By: [signature]
for LTC EN
J. RICHARD JORDAN III
Colonel, Corps of Engineers
Baltimore District
Title: District Engineer

Date: 26JUL13

Amended Plan of Study for the
Belle Haven Watershed & Huntington Community
Flood Damage Reduction Study
Third Amendment, Dated April 15, 2013
(Modified Tasks 11 I.C and Task 11 III, and added new Tasks 12 and 13)

I. BACKGROUND

The Belle Haven Watershed, which includes several developments, experienced severe flooding during Hurricane Isabel in 2003. It is estimated that of the 2000 structures in the New Alexandria area, 300 were damaged by flooding. This flooding also damaged numerous stores/restaurants within a shopping center as well as several other businesses located nearby. The majority of flooding in this area was due to overland flooding and tidal backwater flooding occurring simultaneously. Under the Section 22 Program, the US Army Corps of Engineers (Corps) recently completed a new hydraulic model of the area for Fairfax County and developed revised floodplain mapping that shows the flood-prone areas within the watershed. Fairfax County requested the Corps conduct a preliminary flood damage reduction study for the Belle Haven Community.



Following severe flooding from a June 2006 rainfall, Fairfax County requested that the scope of the study be expanded to include investigation into flood damages in the Huntington Community, a nearby neighborhood. Approximately 160 homes in the Huntington Community were severely impacted during the storm.

II. STUDY AREA

Several developments within the Belle Haven watershed lie within the floodplain of the Potomac River. They are located approximately 1 mile south of the Woodrow Wilson Bridge and include the New Alexandria Subdivision, the Riverview Subdivision, the Belle View Condominiums, and the River Towers Apartments.

The Huntington Community is adjacent to Cameron Run, located between Telegraph Road and Jefferson Davis Highway and is approximately one mile upstream from the Potomac River. The community has approximately 160 duplex homes which experienced significant flooding in June 2006..

III. PROPOSED STUDY

Under the Federal government's Flood Plain Management Services Program (FPMS), the Corps will conduct a study to develop and evaluate various flood damage reduction alternatives for both the Belle Haven Watershed and Huntington Community. Originally, the Corps had planned to only evaluate non-structural solutions for the Belle Haven study. The Corps had planned to use $35,000 of FPMS funding to conduct this analysis (Task 1). However, Fairfax County requested that the scope of the study be

expanded to include the investigation of structural and combination structural/nonstructural alternatives and to include an economic analysis of the various alternatives. Therefore, Tasks 2-8 were added to the study. Fairfax County agreed to voluntarily contribute $150,000 for the Corps to conduct these additional tasks.

The Corps will now conduct a more thorough investigation of alternatives for the Belle Haven Watershed, including dry floodproofing, wet floodproofing, flow diversions, and elevating/relocating select structures, as well as structural solutions such as constructing a floodwall/levee system to protect part or all of the developments in the community. The purpose of the proposed study will be to identify and develop these various alternative solutions to determine their feasibility and to determine the economic costs and benefits of the alternatives. These alternatives will be presented to the County for decision-making purposes. The Corps will identify which plans are technically feasible and economically justified. The county will use this information to decide whether to conduct further studies on any of the potential alternatives.

Tasks to be performed for the Belle Haven study include a site survey, 5% concept-level design of various alternatives including a floodwall and flood proofing measures, economic analysis, 5% concept-level design drawings, cost estimates, and coordination with the public, as appropriate. The final report will consist of 5% concept-level design details for the alternatives discussed above and a calculation of the benefit-cost ratio for each alternative.

During the 24-25 June 2006 rainfall event, the Huntington Community, adjacent to the Belle Haven watershed, experienced major flooding. Cameron Run, which flows along the north side of Huntington, had flood elevations four feet higher than the mapped 100-year floodplain elevation. Fairfax County has requested that the Corps assist them in determining the reason for the inconsistency in flood levels. They voluntarily contributed an additional $25,000 (the original estimated cost for the task) for this effort. However, due to the complexity and high profile nature of this investigation the actual costs are estimated to be $40,000. The Corps funded the additional $15,000 to complete the task through the FPMS Program. This work is included in Task 9.

August 15, 2006 Amendment #1

Fairfax County requested that, following the completion of the flood levels investigation, the Corps conduct a detailed flood damage reduction study of alternatives for the Huntington Community. The original plan of study was amended on August 15, 2006 to include Task 10 to cover this work. The Corps will conduct a thorough investigation of alternatives, including dry floodproofing, wet floodproofing, dredging, channelization, constructing a floodwall, constructing a levee, relief of downstream construction, implementing a flood warning system and relocation (buyouts). The Corps will reinvestigate the alternatives evaluated in the April, 1982 Huntington Storm Drainage Study (Camp, Dresser and McKee). These alternatives will be presented to the County for decision-making purposes. The Corps will identify which plans are technically feasible and economically justified.

Tasks to be performed for the Huntington study include coordination with the public, environmental analysis, economic analysis, real estate assessment, hydrologic and hydraulic assessments, geotechnical investigation (drilling), design of the recommended plan and cost estimate. The final report will consist of feasibility level design for the recommended solution. This work with associated cost is included in Task 10. This task will take approximately eighteen months to complete.

May 12, 2008 Amendment #2

Following completion of the preliminary Belle Haven Watershed Flood Damage Reduction Analysis (Tasks 1-8), Fairfax County requested that the Corps conduct a detailed study and analysis of the levee/floodwall plan that was identified. This plan of study was amended again on May 12, 2008, to include Task 11. Fairfax County is voluntarily providing funds for this effort.

April 15, 2013 Amendment #3
Under this amendment #3, Task 11has been modified and Tasks 12 and 13 have been added. Task 11 I.C. has been modified to include additional analyses of alternative alignments for the Belle Haven Watershed study and Task 11 III has been modified to include the reformatting of reports to meet the Americans with Disabilities Act (ADA) requirements. Task 12 has been added to include participation in the citizen task force and analysis of additional alternative plans for the Belle Haven Watershed communities. Task 13 has been added to include technical review of the Huntington levee design.

IV. STUDY TASKS

Task 1. Development and Evaluation of Floodproofing Alternatives (Belle Haven Watershed)

The Baltimore District and members of the Corps of Engineers' National Non-Structural/Flood Proofing Team will conduct a reconnaissance level field inspection of a sampling of structures to determine various methods of flood-proofing. Dry flood proofing, wet flood proofing, elevation, and other non-structural alternatives will be evaluated for approximately 15-20 representative structures in the study area (both residential and commercial). The team, which will consist of 2-3 members, will spend approximately 3 days conducting the inspections. Following the field work, concept-drawings and sketches and cost estimates will be developed for the alternatives that are determined to be technically feasible. Based on the inspection of the representative structures, the team will make assumptions about the number of structures in the study area that could be feasibly flood proofed.

Estimated cost: $35,000

Task 2. Development of Structural and Combination Structural/Non-Structural Alternatives (Belle Haven Watershed)

In addition to the non-structural flood proofing team, there will be a second team that will focus primarily on structural alternatives such as flood walls and levees. The team capability will include planning, civil engineering, geotechnical engineering, hydrology and hydraulic engineering, structural engineering, Geographic Information System (GIS) and cost estimating. The team will review existing conditions information (topography, hydrology, soils, aerial photography, etc.) and conduct a site visit. The team will then identify a few (2-3) potential structural solutions (i.e. various flood wall alignments). At a minimum, a flood wall along the west side of the GW Parkway with stop log closure structures at the road entrances will be evaluated. The structural and non-structural teams will then collectively review the various alternatives and identify any solutions that combine both structural and non-structural features.

Project components for each alternative, such as closure structures, will be identified so that construction costs can be estimated. An interior drainage analysis will be conducted to determine the number/size of pump stations that will be required. Two levels of protection will be evaluated for each alternative – 100 year flood protection and 50-year flood protection.

Construction costs will also be developed as part of this task for budgeting purposes. The 5% concept plans (layouts) will be shown using a GIS. No detailed drawings will be developed. For various alternatives, existing typical drawings/cross-sections/photos may be used for cost and report purposes.

This information will be presented to the County for decision making purposes.

Estimated cost: $55,000

Task 3. Geotechnical Investigation (Belle Haven Watershed)

Based on the County's experience, the project site may have unfavorable soil conditions for a floodwall. To better understand existing soil conditions, the Corps will conduct a records research for the construction of a floodwall. The Corps will review geotechnical borings and logs from previous projects and identify potential alternative solutions based on these findings. The County will provide as much of this data as is available. If insufficient data is retrieved, limited field borings may be required during Phase 2.

Estimated Cost (of record research only) - $4,000

Task 4. Elevation Survey of Structures within the 500-yr floodplain (Belle Haven Watershed)

The team will review the first floor elevation data for the structures already on file shot by Fairfax County Public Works and by FEMA. This scope assumes that no first floor elevations will need to be shot; the County will provide the data.

Team members will conduct a field study and will evaluate a limited number of representative structures. It is estimated that approximately 10% or 75 structures will be evaluated. The team will take photos of and evaluate individual structures to answer the following questions:

1) Type of structure (commercial/residential)
2) Number of Stories
3) Use depreciated value (i.e. replacement value)
4) Elevation of lowest points of entry for water

Estimated Cost - $20,000

Task 5. Stakeholder Outreach (Belle Haven Watershed)

This scope assumes that coordination with the Virginia. Department of Conservation and Recreation, the National Park Service, Citizens Associations, etc. will be done during Phase II. However, some meetings will be held to inform the community of this study. This scope assumes that the County will arrange and run two community meetings. Selected team members will participate (likely provide presentation) and assist as needed.

Estimated Cost - $6,000

Task 6. Economic Analysis (Belle Haven Watershed)

An economic analysis of the technically feasible alternatives will be conducted to determine if the benefits of implementing the solutions will outweigh the costs. The following tasks will be performed as part of the analysis:

a) Estimation of structural value using Marshal and Swift or other USACE approved method

b) Development of a damage analysis rating curve for the 25, 50, 100, and 500-yr storms
c) Calculation of annual benefits per federal guidelines

d) Calculation of average annual cost per federal guidelines

e) Calculation of benefit cost ratio

Estimated Cost - $20,000

Task 7. Project Management and Coordination (Belle Haven Watershed)

This task includes the effort associated with project management including development of the scope of the study, liaison with the County, developing and tracking the study schedule, scheduling resources, financial management, coordinating between team members, presiding over team meetings, and coordinating of project tasks.

The Project Manager will routinely coordinate with the County throughout the study to keep them apprised of the progress (by email, phone call, meetings). This scope assumes that a County representative will attend both the structural and non-structural site visits, and will participate in the plan formulation meeting when the team identifies the various alternatives to evaluate. Due to the number of Corps' team members, most team meetings will be held in the Baltimore District Office.

Estimated Cost - $25,000

Task 8. Report (Belle Haven Watershed)

The Corps will produce a report that outlines the work accomplished, including the alternatives developed, the 5% concept plans, cost estimates and the economic analysis. The 5% concept plans (layouts) will be shown using a GIS. The Corps will identify which plans are technically feasible and economically justified. The county will use this information to decide whether to conduct further studies on any of the potential alternatives. If the County selects a plan for implementation, the report will document that plan.

The Corps will provide Fairfax County two (2) draft copies of the report and (3) final copies of the report. Each final report will contain a CD-ROM.

Estimated Cost: $20,000

Task 9. Investigation of Flooding along Cameron Run

The Corps team will investigate the major flooding that occurred along Cameron Run during 24-25 June 2006. The purpose of this task will be to try to determine why the flooding was significantly higher than the current 100-year flood elevation. The team will conduct a site visit to determine if any of the existing conditions are significantly different than the original model (including any impacts that the Woodrow Wilson Bridge construction project may have had on the waterway). The site visit will be attended by Corps, County, and VDOT personnel. The Corps will compile and review any existing hydrology and hydraulic models and run them using data from the June 2006 rainfall event to calibrate them. This task was originally estimated to cost $25,000 (voluntarily contributed by the County); however, due to the complexity and high profile nature of this investigation the actual costs are estimated to be $40,000. The Corps funded the additional $15,000 to complete the task through the FPMS Program.

Estimated Cost: $40,000 (originally estimated to be $25,000)

Task 10. Flood Damage Reduction Study (Huntington Community) - August 15, 2006 Amendment

The purpose of Task 10 is to perform a detailed study of flood damage reduction alternatives for the Huntington Community. The Corps will identify problems and opportunities; inventory and forecast conditions; formulate alternative plans; evaluate alternative plans; compare alternative plans; and recommend a plan. The basis for the recommended plan is engineering, economics, environmental and social considerations. Alternatives that the Corps will evaluate include: dry floodproofing; wet floodproofing; dredging; channelization; constructing a floodwall; building a pump station; constructing a levee; relief of downstream construction; implementing a flood warning system; and relocation (buyouts). Throughout the course of this study, the Corps team will continually review the economic feasibility of each of the alternatives. At the 6 month mark of the study or when approximately 1/3 of funds have been expended, the Corps anticipates having enough data to make preliminary assumptions on the most cost effective alternative and will communicate that with the County. This provides an opportunity to re-evaluate the study approach.

The Corps made the following assumptions in order to develop cost estimates for each activity for this task:

1. Alternatives that will be evaluated include dry floodproofing, wet floodproofing, dredging, channelization, construction of floodwall, construction of levee (and pump station if necessary), relief of downstream constriction, implementing a flood warning system, and relocation (buy-outs).
2. The team will design one selected plan to approximately a 65% level of design. For cost estimating purposes, the team assumed that dredging and a floodwall/levee with pump station would be designed. The levee/floodwall would be approximately 2400 feet in length and no closure structures would be needed.
3. The County will provide 1 foot contour topographical maps for the study area along with first floor and lowest opening elevations for each of the houses damaged during the June flood. The Corps will conduct a survey of the storm drainage system. If any other surveys are needed (such as Cameron Run cross sections), the County will provide the additional surveys.

4. The County will be actively involved in the study process, attending site visits and study meetings. The County will assist with the public involvement activities such as providing meeting space, assisting with advertising the meetings, and participating in the public meetings.
5. The County will provide all available data to assist with the study, such as socio-economic data, real estate data and environmental data in a timely manner. The Corps will provide a list of necessary data at the start of the study.
6. This scope is the Corps' best estimate of the work that will need to be accomplished. Approximately 6 months into the study, the Corps anticipates having enough data to make preliminary assumptions on the most feasible alternative and will communicate that with the County. This provides an opportunity to evaluate the study approach and modify as needed.

The actions associated with Task 10 are divided into three categories: Planning and Project Management, Technical Investigations and Report Preparation. The total estimated cost for Task 10 is $975,000.

I. PLANNING AND PROJECT MANAGEMENT
The purpose of project management is to provide synthesis to all the separable technical elements, integrate the public into the study process, manage the study process and work with the County to assist them in reducing flood damage in the Huntington Community. The four actionable areas are listed below.

The total estimated cost for Planning and Project Management is $301,000.

A. Project Management
The Corps is responsible for managing the overall study. Activities will be coordinated among the study team and the County and progress of these activities relative to the study schedule and cost will be monitored. This task also includes preparing status reports, monitoring expenditure of funds, and preparing for and conducting study team meetings and site visits.

Estimated Cost: $78,000

B. Design and Technical Management
The purpose for design management is to assure all engineering and technical requirements are met and activities relating to the engineering technical work, scopes, schedules, and budgets are coordinated. The design leader will coordinate tasks between the various engineering offices: Water Resources, Geotechnical Investigation and Design, Structural Design, Civil Design and Cost Estimating. In addition, the Design Manager will monitor the scope and progress of the activities of the study to ensure that the study is consistent with all relevant engineering guidelines and policy.

Cost Estimate: $45,000

C. Plan Formulation and Evaluation

The purpose of plan formulation and evaluation is to assess the with- and without-project economic, social, cultural, environmental, and hydraulic conditions and their interrelationship. The County and the Corps will work together in the formulation and evaluation of alternatives. The evaluation will review the costs and benefits associated with each plan as well as the trade-offs required to select the recommended plan for implementation. This activity will also evaluate any locally-preferred plans and/or elements. Formulation studies will require testing and evaluation of alternative plans against the existing (i.e., "no action") condition.

The Corps anticipates that there will be enough preliminary data approximately 6 months into the study or when 1/3 of the funds received will have been expended to evaluate the study findings. At this time, the Corps will meet with the County and evaluate the data in the process referenced above. The Corps will identify any potential projects that may have a Federal interest and could possibly transfer into one of the Corps' traditional programs (General Investigation or Section 205), and define the focus of the remaining study tasks.

In addition to the structural investigations to be evaluated, the Corps' National Non-Structural/Flood Proofing Team will conduct a field inspection of a sampling of structures to determine various methods of flood-proofing. Dry flood proofing, wet flood proofing, elevation, and other non-structural alternatives will be evaluated for several representative structures in the study area. The team, which will consist of 2-3 members, will spend approximately 1-2 days conducting the inspections. Following the field work, concept-drawings and sketches and cost estimates will be developed for the alternatives that are determined to be technically feasible. Based on the inspection of the representative structures, the team will make assumptions about the number of structures in the study area that could be feasibly flood proofed.

As part of this task, the Corps will also evaluate the feasibility of a flood warning system for Huntington.

Estimated Cost: $53,000

D. Public Involvement

The goal of public involvement is to open and maintain channels with the public in order to give full consideration of public views and information in the planning process. The public involvement program will also maintain communications with various government agencies and elected officials. It is anticipated that three public meetings are going to be needed (likely, one to announce the start of the study and receive feedback; an interim meeting to discuss the alternative plans, and a final meeting to present the results of the study). The County has stated that the community may be interested in a smaller working group to address issues as they arise. A Corps person will attend each of these meetings (assumed to be quarterly). The County is interested in having study information available to the public through the internet. The Corps will provide documents to be posted to the County's website The County will provide significant assistance to the public involvement program by organizing and providing meeting space, providing meeting minutes, organizing the community working group, advertising all meetings, etc.

The Corps will release newsletters twice during the study to inform the public, government agencies and elected officials of the study progress. The newsletters will solicit initial study involvement and announce the recommended plan of the feasibility report.

Other activities the Corps will perform include responding to inquiries and comments from all parties; preparing and organizing for public meetings; and providing progress briefings to local, County (i.e. County Board of Supervisors), State, and Federal agency officials. It is anticipated that the Corps will need to prepare materials to respond to requests for project information from the public and media as well as prepare material for fact sheets.

All materials generated during this task, including letters received, will be included in an appendix to the final report.

Estimated Cost: $125,000

II. TECHNICAL SERVICES

Technical services include a range of activities designed to identify the cause of flooding in the Huntington Community and to aid in the formulation of solution(s) to minimize damages. It also includes the cost to evaluate each alternative from a cultural, sociological and environmental perspective.

The total estimated cost for Technical Services is $639,000.

A. Social Analysis

The purpose of this task is to document the baseline of the demographic data in the Huntington Community and Fairfax County under existing conditions, as well as projections of future conditions both with and without project implementation.

Existing Conditions

The existing conditions information will be gathered, compiled, and prepared by the Corps. The existing conditions will be gathered from sources such as County Planning Reports, U.S. Census data reports and other pertinent sources.

Without Project Conditions

The Corps will use the existing conditions information to document projected future conditions in the Huntington Community, as forecasted by the pertinent resource agencies for a 50-year planning horizon. Establishment of the existing condition and the without project condition profile for the study area will require the collection of historical, current, and forecasted social, demographic, and economic data.

The following information will be documented as it relates to the Huntington Community:

- General population growth
- Migration patterns
- Total employment/unemployment rates
- Discussion of major employers in the study area
- Per capita income and household income
- Land use patterns and changes

- Transportation and utilities
- Infrastructure
- Community development
- Public health and social well being
- Recreation opportunity
- Employment trends and projections

The information provided will establish and document the without project condition. This collective data will be used in the presenting what is likely to transpire in the study area without a project.

With Project Conditions

This task will involve defining future with project conditions and comparing them to the without project conditions. The conclusion of the with project condition will be compared to the existing condition and most probable future without project conditions in order to identify the potential impacts of the proposed project on the social and economic resources in the study area.

Identify Impacts

The Corps will use the above information on the recommended project to identify socio-economic impacts to the surrounding community. This impact assessment will consider and compare social benefits or drawbacks of the existing/without project and proposed project conditions.

Estimated Cost: $6,000

B. Cultural Resources Analysis

The cultural resource investigation for this study will focus on the following: (1) conducting historic background research to identify specific areas that may contain historic archeological and architectural sites that could be affected by selected project activities; and (2) developing recommendations for future cultural investigations, if needed.

The Corps conducted a preliminary needs assessment of the existing cultural data. The Huntington neighborhood is a 1940's residential community of duplex housing along Arlington Heights Terrace, Farrington Avenue, and Fenwick Drive. A review of historic maps for this area suggests that it was an undeveloped portion of Arlington County, Virginia, prior to the 20th century. The area potentially containing an alignment for a flood levee or wall is located between the Huntington neighborhood and Cameron Run. An evaluation of the historic nature of the Huntington neighborhood and a determination of any potential visual impacts to the surrounding visible resources resulting from the proposed project will be conducted as part of this investigation.

The project area has the potential for prehistoric archeological resources to be located along the 15 foot wide median between the community of New Alexandria/Belle View and the Mount Vernon section of the George Washington Parkway.

Site Investigation

Site investigation for this project will include a visual impact analysis of the potential levee or flood wall construction on surrounding historic resources. The project construction is likely to be visible from both the Huntington neighborhood, as well as portions of south-central Alexandria. The work will further investigate historic maps and conduct a visual inspection of the project

area. Testing for the presence of potential archaeological remains will consist of an archeologist working with geotechnical investigators to monitor and review soil borings to determine if buried living surfaces are present.

Determination of Significance and Effect

At this time, it does not appear that any of the potential alternatives will impact any archeological resources. If cultural resources are visually impacted by the proposed project, mitigating actions will be prepared and recommended.

Estimated Cost: $8,000

C. Environmental Analysis

The purpose of environmental analysis is to inventory and assess the environmental resources within the study area and will include fieldwork, existing data review and analysis of potential environmental effects of project implementation. Fieldwork will be limited to a site investigation to determine existing vegetation, wildlife, soil, wetland and habitat types, locations and extents. This information will be used to establish the existing baseline conditions for these resources. Existing data, including information provided by state, local and Federal resource agencies, will be reviewed to supplement this baseline. Project constraints will be identified. An analysis of each project ("with project") alternative and the No Action Alternative ("without project") will be conducted for the following resource areas: air quality, water quality, fish, wildlife, vegetation, wetlands, submerged aquatic vegetation and critical habitat areas. A preliminary assessment of hazardous, toxic and radioactive substances (HTRS) will also be performed. If HTRS are found to exist within the study area, investigations may be warranted and are not included in this cost.

The Corps will coordinate extensively with Federal, state and local resource agencies throughout the study. The process for project approvals and permits will be documented.

Estimated Cost: $40,000

D. Economic Analysis

This study will examine a broad system of problems and solutions and an economic analysis will compare all the alternatives in a straightforward way by consistent application of Corps principles.

Review Existing Information

The Corps will review economic materials from previous Corps and/or County studies as well as other information sources.

Mapping and Field Work to inventory Floodplain Structures

GIS mapping will be used to identify floodplain structures in the 100-year floodplain. The Corps will obtain structure elevation and other available structure inventory information from Fairfax County and other available sources. The Corps will conduct field damage surveys of 90-100 percent of floodplain structures to obtain June 2006 reference flood damage information.

Flood Damage Analysis

The Corps will obtain stage-frequency information for the damage reaches and index locations. Survey data from the floodplain inventory will be used to calculate depreciated replacement values for residential structures. In addition to the structure inventory input file, depth percent

damages files will also be created using standard Corps depth percent damage functions to estimate the percentages of damages at each foot of water elevation for residential structures.

The Corps will apply appropriate stage discharge and frequency data for existing and with project alternatives. They will also submit the variables and standard error information for the risk and uncertainty analysis (for hydrologic related variables). The Corps will use the Hydrologic Engineering Center Flood Damage Analysis (HEC-FDA) model for the existing condition, without project condition, and then for each of the proposed alternatives (with project) to compute the expected annual damages and residual damages associated with each alternative. The results will be analyzed to determine annual benefits.

Alternative Analysis

The Corps will use the HEC-FDA program to evaluate up to seven alternatives and identify the National Economic Development (NED) plan. Concept design alternative project costs for up to seven alternatives will be analyzed by the economist and compared to alternative benefits. A benefit-cost ratio and net benefits will be computed for each alternative and the NED plan will be identified.

Risk and Uncertainty Analysis

An important role in dealing with risk and uncertainty is to identify the areas of sensitivity and describe them clearly so that the decisions can be made with knowledge of the degree of reliability of available information. Risk and uncertainty arise from measurement errors and from the underlying variability of complex natural, social, and economic situations.

The Corps will perform risk analysis for economic analysis variables in accordance with Corps guidelines and policies.

Interior Drainage Economic Analysis

The Corps will evaluate damages from interior ponding using the FDA economic model developed for the project area. The Corps will determine expected interior ponding damages with minimal facilities and an additional alternative. Hydraulic analysis will provide the requisite information needed to compute economic damages and benefits.

Cost Analysis

The Corps will analyze MicroComputer Aided Cost Estimating System (MCACES) costs for the recommended project. These costs will include all costs associated with the project, including construction, operation and maintenance costs. Interest during construction will be calculated based on the cost estimate and the construction period. Project costs will be annualized using the appropriate Federal interest rate. The project benefit cost (B/C) ratio will be developed by comparing the average annual benefits and average annual costs of the project.

Estimated Cost: $56,000

E. Real Estate Studies

A Real Estate Plan (REP) will be prepared to describe the real estate requirements for the project. The REP identifies and describes the lands, easements and rights-of-way (LER) required for the construction, operation and maintenance of a proposed project, including those required for

relocations, borrow material and dredged or excavated material disposal. The REP also identifies and describes the facility/utility relocations that are necessary to implement the project. The estimated LER value together with administrative and incidental costs attributable to providing project LER, and the acquisition process that will support the project implementations are also in the REP. Research regarding applicability of navigational servitude will be conducted.

The proposed project area includes up to 167 residential units within the 100 year flood plain, approximately 160 of which were inundated to varying degrees by flood waters as recently as June, 2006. Alternative flood damage reduction measures for the area, in a 1982 study by Fairfax County, provide proposed levels of protection varying from 0% to 100%, depending on a particular control measure or a combination of two or more measures. Real estate acquisitions will vary considerably between control measure alternatives. The majority of lands required for any dredging or major structural measures would fall on existing Fairfax County Park lands or Virginia Department of Transportation right-of-way (Route 95 and interior project access). Small areas at either end of the project area may involve private property. Select private property may be involved in voluntary buy-outs or flood-proofing agreements. Voluntary buy-outs may include tenant relocations.

The proposed site plans will be reviewed to determine the lands, easements, rights-of-way, and temporary work areas/staging areas required for project alternatives. Dredging or construction within the Cameron Run channel may require a material disposal area, either on or off-site. Rights-of-entry will be obtained, if required, for cultural, environmental, HTRS, survey, or geotechnical analysis for study. Ownership data will be obtained by researching the available records using the proposed site plans to define the properties within the project limits. Relocation costs will be estimated for landowners, tenants and businesses. Land values will be developed using information obtained from public records, metropolitan real estate listing services and local realtors. Values will include residential, commercial, and undeveloped lands.

Estimated Cost: $38,000

F. Engineering Disciplines Analysis and Investigations

The Corps will conduct various technical analysis and investigations as part of the flood damage reduction study for the Huntington Community. Component engineering disciplines involved and estimated cost for hydrologic and hydraulics investigations, geotechnical investigations and design, structural design and civil engineering design are described below.

1. Water Resources Engineering

The Corps will conduct hydrologic and hydraulic studies associated with flood protection. Analyses will be performed in accordance with current Corps guidance, regulations, and policy. All existing conditions and proposed conditions analyses will be conducted only by the engineering tools, methodologies, and applications software supported by the Corps.

Hydrologic and hydraulic analyses will be conducted in support of evaluating flood damage reduction alternatives for the Huntington Community. Hydrologic analyses will include interior flooding analyses. Hydraulic analyses will include review of existing hydraulic data (including flood insurance studies), backwater computations, stage-frequency curves, and assessment of increased flooding. It is assumed that only one

levee/floodwall alignment and one level of protection will be evaluated. Also, one dredging alternative with a levee/floodwall will be evaluated.

This task assumes that the following data is currently available:

a. cross sections for HEC-RAS modeling
b. topographic data for interior flooding studies
c. utility mapping for interior flooding studies
d. elevations and locations of high water marks

Estimated Cost: $77,000

2. Geotechnical Investigation and Design

Geotechnical Investigations

An appropriate foundation exploration program will be established to obtain necessary foundation data for the design and analyses of the levee embankment or floodwall, and other project features at the study areas. Proposed drill-hole locations will be laid out in the field and located by survey.

Foundation drilling will be accomplished at the study areas by the Corps. If appropriate, undisturbed Shelby tube samples will be taken in any clay material (CL or CH) or other soft deposits encountered in the foundation. Based on review of a previous investigation it is anticipated that soft foundation material will be encountered in the top 9 to 15 feet. The drilling will be monitored by a geotechnical engineer. Field logs will be prepared by the drill inspector. It is estimated that about 10 holes, ranging from 25 to 65 feet in depth will be drilled along the levee alignment. Test pits may also be utilized to supplement the drill holes. No Hazardous, Toxic, and Radioactive Waste (HTRW) drilling is associated with this effort.

If appropriate, test pits will be excavated in the proposed borrow area(s) for use as samples for testing. This information will be used in the design of the levee. It is not known at this time if borrow areas have been identified. Mention has been made in earlier reports about using dredged material for use in constructing the levee. This will be considered, however the uniform nature of the materials likely encountered in the dredging will probably deem this inappropriate.

Testing will be accomplished by Corps personnel and will consist of visual classification, mechanical analysis, Atterberg limits determinations, water content determinations, organic content determinations, and other tests necessary to classify the soil. Physical property testing (such as consolidation tests or triaxial sher strength tests) will be performed on undisturbed samples as necessary. Standard compaction tests will be performed on samples from the proposed borrow area(s). The Corps will prepare final logs will be prepared for all drilling and testing accomplished except for borrow area test pits.

Geotechnical Design

The Corps will review all available geotechnical information relative to this project as well as other existing data. Technical assistance will be provided to other Corps design team members as required during the screening process for determining the selected plan.

Since both a floodwall and levee are being evaluated, a preliminary design will be made of each type in order to determine the recommended plan to go into design based on economics and other factors. Based on preliminary foundation information received from the County, a relatively deep zone of soft unsuitable foundation material likely exists along the proposed alignment. This will likely require removal and replacement with structural fill for the levee or a deep foundation design (pile foundation) for the flood wall. Either will require specialized design and have cost implications.

Final geotechnical input into the design of the project will be accomplished utilizing appropriate design criteria and analyses. A senior Corps geotechnical engineer will be involved in the evaluation and selection of the levee or flood wall alignment. Geotechnical design will be required for the analyses of the levee embankment or floodwall foundation, and miscellaneous drainage features and ramps. It is assumed at this time that the levee/floodwall will be approximately 2400 feet in length and that no closure structures will be required. Design will include slope stability, settlement analysis, and seepage analyses as necessary for the design of the levee. Appropriate foundation design including pile design will be required if the flood wall option is selected.

Geotechnical Investigations:	**$140,000**
Geotechnical Design:	$ **$76,000**
Total Estimated Cost:	**$216,000**

3. Structural Design

It is assumed that the structural elements will consist of floodwalls and stormwater control structures and pump station(s). For the floodwalls, different types of walls and foundations will be considered, including concrete T-wall (pile supported and not pile supported), steel sheet piling with concrete cap I-wall and H-pile wall with precast concrete panels. Stormwater control structures will be sized based on the size of the drainage pipe and the need for a flap gate and/or sluice gate. At this time, it is assumed that two typical floodwall sections will be designed and three different control structure sizes will be designed.

All structures will be designed to resist lateral loads from soil and water pressure, hydrostatic uplift pressure, construction loads, normal loads and seismic loads. All applicable load case combinations will be considered. Analysis will be performed in accordance with current Corps criteria. All typical details/drawings will be done in AutoCAD. Quantities will be prepared for all structural alternatives.

Estimated Cost: $80,000

4. Civil Design

Civil engineering will be provided during the study to assist and supplement the hydraulic engineering, geotechnical engineering, structural engineering and cost engineering. Available information will be gathered and reviewed, including:

a. The best available topographic maps (assumes 1-foot contour maps are

available)
b. GIS data
c. Floodplain maps
d. "Huntington Storm Drainage Study", dated April 1982

Site visits will be arranged to look for possible regulatory issues (wetlands, etc.), utility conflicts, and construction access. Suitable tie-out locations will also be investigated.

Drawings for the alternatives will be prepared with sufficient detail for an alternatives analysis. Anticipated alternatives include levees, pump station(s), floodwalls and dredging/channelization. It is assumed that the alternatives will require preliminary drawings.

Drawings for the recommended plan will be prepared with sufficient detail (65%) to assess the feasibility and cost. It is assumed that the recommended plan will require detailed drawings. Drawings may include a Cover Sheet, Index Sheet, Survey Control Sheet, Plan and Profile Sheets, Typical Section Sheets, Cross-Section Sheets, and Detail Sheets. Erosion & Sediment Control Plans are not needed at the feasibility stage, but the cost estimate will reflect the anticipated work.

Estimated construction quantities will be calculated. Adequate cost contingencies will be incorporated based on the level of detail in the design.

All engineering design analyses are to be performed in accordance with applicable Corps of Engineers Engineering Manuals (EMs), Engineering Regulations (ERs), and Engineering Technical Letters (ETLs).

Estimated Cost: $70,000

G. Cost Engineering

The Corps will prepare a detailed construction cost estimate for the recommended project in compliance with appropriate Corps regulations. The estimate will be documented with notes to explain the assumed construction methods, crews, productivities, sources of materials, and other specific information. Labor costs will be based on the prevailing Davis-Bacon wage rates for each trade applied to the workers estimated productivity. Contingencies will be developed and applied where areas of uncertainty exist within individual project elements. Detailed costs for all of the non-construction cost items (lands and damages, pre-construction engineering and design, construction management) will be incorporated into the estimate.

Estimated Cost: $37,000

H. Survey and Mapping of the Existing Storm Sewer System

The County has 1-foot contour topography maps of the Huntington Community so no additional topographical surveys will be needed. However, the County does not have an adequate survey of the storm drain system. As part of this study, the Corps will survey the existing storm sewer system, including location, invert elevation, and size and types of pipes and drainage structures.

Estimated Cost: $11,000

III. REPORT PREPARATION

The Corps will assemble, write, type, edit, review, reproduce, and distribute study reports and other related documentation. The initial deliverable will be an interim progress report that will be used to evaluate the study. A draft report covering the work accomplished during the study process will also be prepared. Following the County's review and comments, final report will incorporate any changes necessary to respond to comments made during the review of the draft report. The final report will include a main report summarizing the technical findings and containing the study conclusions and recommendations as well as technical appendices.

Total estimated cost for Report Preparation is $35,000.

Total estimated cost for Task 10 is $975,000.

Task 11. Belle View/New Alexandria Flood Damage Reduction Study (Belle Haven Watershed) – May 12, 2008 Amendment

The purpose of Task 11 is to perform a detailed study of flood damage reduction alternatives for the Belle Haven Watershed. For tasks 1-8, a preliminary investigation was performed and 5% concept-level plans were developed for levee and floodwall alignments and potential flood proofing techniques. The results of the preliminary investigation show that a levee/floodwall combination, with a pumping station for interior drainage, would be technically feasible and cost-effective. For Task 11, the county has decided to pursue the levee/floodwall alternative. For scoping purposes, this Plan of Study assumes that the levee/floodwall alternative surrounding the entire study area (identified as alternative 1B from the preliminary investigation) is the selected plan. However, the county has asked the Corps to evaluate two other modified alignments before a final alignment is selected. As part of the plan formulation task, the Corps will evaluate an option for moving the floodwall off of National Park Service property (or as far away from the GW Parkway as possible), and an option for moving the floodwall/levee from the southern side of the River Towers Complex to the north side of the towers, off of their property. The Corps will develop 5% concept plans for these alignments, with the top of protection being elevation 12' (NVGD29). The costs, benefits, and impacts of these new alignments will be compared with the original alignment and a final alignment will be selected.

Once a final levee/floodwall alignment is selected, three top of protection elevations for the alignment will be evaluated and the county and Corps will select a final plan. A feasibility-level design will be conducted for the final plan. For scoping purposes, it was assumed that the original alignment is the selected plan. If the alignment changes, this scope may have to be modified. Detailed foundation, economic, structure surveys, utility, interior drainage, environmental, cultural, and real estate analyses will need to be conducted for this task. It should be noted that the preliminary investigation did not include risk and uncertainty, therefore, a risk

and uncertainty analysis for each level of protection will be included as part of Task 11. Risk and uncertainty analysis is conducted to determine how much higher than the design event elevation the levee should be constructed in order to ensure a high probability that it will not be overtopped. For FEMA to certify a levee or floodwall, it must be designed for the 100-year flood event with risk and uncertainty. To meet Corps requirements, there must be a 90% probability that the levee/floodwall will not be exceeded by the 100-year flood. One of the levee heights that will be evaluated will meet the FEMA requirements for certification and the other two heights will be lower. A significant public involvement program will also be part of this task.

Assumptions

The Corps made the following assumptions in order to develop cost estimates for each activity for this task:

1. Three protection elevations for the selected levee/wall combo alignment will be analyzed.
2. The team will design the selected plan to approximately a 30-65% level of design. For cost estimating purposes, the team assumed that a floodwall/levee with closure structures would be designed. The levee/floodwall would be approximately 6600 feet in length. Further interior drainage will be conducted to determine the necessary pumping capacity; however, a pump station(s) will not be designed during this study. The cost of a pump station(s) will be estimated.
3. At the start of the study, the County will provide accurate digital mapping showing the property line boundaries near the levee/wall alignment (specifically the NPS property and River Towers property).
4. The Corps currently has 1-foot contour topographic mapping for the study area. The County will provide newer topographic and spot elevation data if available. The County will provide first floor and lowest opening elevations for each of the structures in the study area. The County will provide channel cross-section surveys where drainage structures are proposed.
5. The County will be actively involved in the study process, attending site visits and study meetings. The County will assist with the public involvement activities such as providing meeting space, assisting with advertising the meetings, and participating in the public meetings.
6. The County will provide all available data to assist with the study, such as socio-economic data, real estate data and environmental data in a timely manner. The Corps will provide a list of necessary data at the start of the study.
7. The Corps and County will coordinate with National Park Service, who owns property along the GW Parkway.

The actions associated with Task 11 are divided into four categories: Planning and Project Management, Technical Investigations, Report Preparation and Contingency/Travel.

With amendment #3, the new total estimated cost for Task 11 is $1,200,000.

I. PLANNING AND PROJECT MANAGEMENT

The purpose of the planning and project management tasks is to provide synthesis to all the separable technical elements, integrate the public into the study process, manage the study process and work with the County to assist them in reducing flood damage in the Belle Haven Watershed. The four actionable areas are listed below.

With amendment #3, the new total estimated cost for Planning and Project Management is $420,000

A. Project Management

The Corps' Project Manager is responsible for managing the overall study. Activities will be coordinated among the study team and the County and progress of these activities relative to the study schedule and cost will be monitored. This task also includes preparing status reports, monitoring expenditure of funds, and preparing for and conducting study team meetings and site visits.

Estimated Cost: $88,000

B. Design and Technical Management

The purpose for design management is to assure all engineering and technical requirements are met and activities relating to the engineering technical work, scopes, schedules, and budgets are coordinated. The design leader will coordinate tasks between the various engineering offices: Water Resources, Geotechnical Investigation and Design, Structural Design, Civil Design, Mechanical Design, Electrical Design, and Cost Estimating. In addition, the Design Manager will monitor the scope and progress of the activities of the study to ensure that the study is consistent with all relevant engineering guidelines and policy.

Cost Estimate: $26,000

C. Plan Formulation and Evaluation

The purpose of plan formulation and evaluation is to assess the with- and without-project economic, social, cultural, environmental, and hydraulic conditions and their interrelationship. The County and the Corps will work together to establish goals, objectives, opportunities, and constraints for the project after coordinating with the stakeholders. The Corps will lead the team in the formulation and evaluation of alternatives. Prior to the selection of a final plan, the Corps will work with the County, NPS, and River Towers Condo Association representatives to identify an alternative alignment that would reduce impacts to their properties. The team will visit the site and attempt to develop a feasible plan that would move the wall/levee off of NPS (or as far away from the GW Parkway as possible) and move the wall/levee off of River Towers property (which means the condos will not be protected). This new alignment will have a number of challenges and the team will determine how it would affect utilities, road crossings, access to structures, etc. The team will develop a 5% concept plan for the new alignment (for a top of protection elevation of 12' NGVD29) and will develop project costs and economic benefits. The team will not perform the interior drainage analysis for the new alignment since the interior drainage ponding/pumping capacity should not change significantly. Since this is a 5% concept plan, and a large contingency has been used, the team will assume that the pumping capacity needed for the new alternative will be the same as the original alignment. The costs, benefits and impacts of the new plan will be compared to the original alignment (Plan 1B) and the County will select a final alignment. Once an alignment is selected, the team will evaluate three top of protection elevations. Concept plans will be developed for all three heights of protection. Costs and benefits will be developed for each of the concept plans and as part of this task, the plans will be evaluated and compared.

During the April 2008 public meeting, the idea of using a portable floodwall/barrier that can be erected prior to the flood rather than a permanent wall or levee was raised to reduce the visual impact. There are a number of different technologies available, some are manual and some are automatic. As part of this task, the Corps will conduct research on some of these technologies to determine if any would be suitable as part of this project. The cost and the time and manpower to install these types of structures, as well as the risk of failure are a concern. These issues will be researched and documented for approximately 5 types of systems.

Amendment #3: This task is being expanded to include a number of new actions. The Corps will meet with Fairfax County and NPS approximately 5-10 times to discuss various alternative alignments. The Corps will identify more than just one alignment off of NPS and River Towers properties. The Corps will identify 3-4 new alignments in each of the project sections: Boulevard View North, Boulevard View Central, Boulevard View South, and the Southern Area. These alignments should be able to be combined into various plans. The Corps will use these new alignments to develop 5 new overall plans. The Corps will then develop 5% concept plans and cost estimates for each of these 5 new plans. The economic benefits of these 5 plans will be determined and they will be compared to the costs to determine a benefit to cost ratio (BCR). The Corps will also update the original Plan 1b to current costs and economic benefits. The Corps will also conduct a preliminary sea level rise analysis and update the BCRs for the 5 new plans to incorporate various levels of sea level rise. Graphics will be developed for some of the new alignments to demonstrate what and how high the floodwall might look.

Original Estimated Cost: $56,000

New Amended Estimated Cost: $186,000

D. Public Involvement

The goal of public involvement is to open and maintain channels with the public in order to give full consideration of public views and information in the planning process. The public involvement program will also maintain communications with various government agencies and elected officials. It is anticipated that two public meetings are going to be needed (one meeting to discuss the alternative plans and progress of study, and a final meeting to present the results of the study). The County is interested in having study information available to the public through the internet. The Corps will provide documents to be posted to the County's website. The County will provide significant assistance to the public involvement program by organizing and providing meeting space, providing meeting minutes, advertising all meetings, etc.

This scope assumes that the County and Corps will meet 3 to 4 times with representatives from the New Alexandria/Belle View coalition to keep them apprised of the study. The County will be responsible for arranging meetings, while the Corps will participate and provide meeting materials.

The Corps will release newsletters twice during the study to inform the public, government agencies and elected officials of the study progress. The newsletters will solicit study involvement and announce the recommended plan.

Other activities the Corps will perform include responding to inquiries and comments from all parties including the media; preparing and organizing for public meetings; and providing

progress briefings to local, County (i.e. County Board of Supervisors), State, and Federal agency officials. It is anticipated that the Corps will need to prepare materials to respond to requests for project information from the public and media as well as prepare material for fact sheets.

Materials related to this task will be included in an appendix to the final report.

Estimated Cost: $120,000

II. TECHNICAL SERVICES

Technical services include a range of activities designed to aid in the formulation, evaluation and design of a solution to minimize damages.

The total estimated cost for Technical Services is $700,000.

A. Social Analysis

The purpose of this task is to document the demographic data in the study area under existing conditions, as well as projections of future conditions both with and without project implementation.

Existing Conditions

The existing conditions information will be gathered, compiled, and prepared by the Corps. The existing conditions will be gathered from sources such as County Planning Reports, U.S. Census data reports and other pertinent sources.

Without Project Conditions

The Corps will use the existing conditions information to document projected future conditions in the communities, as forecasted by the pertinent resource agencies for a 50-year planning horizon. Establishment of the existing condition and the without project condition profile for the study area will require the collection of historical, current, and forecasted social, demographic, and economic data.

The following information will be documented as it relates to the Communities:

- General population growth
- Migration patterns
- Total employment/unemployment rates
- Discussion of major employers in the study area
- Per capita income and household income
- Land use patterns and changes
- Transportation and utilities
- Infrastructure
- Community development
- Public health and social well being
- Recreation opportunity
- Employment trends and projections

The information provided will establish and document the "without project" condition.

With Project Conditions

This task will involve defining future with project conditions and comparing them to the without project conditions. The conclusion of the with project condition will be compared to the existing condition and most probable future without project conditions in order to identify the potential impacts of the proposed project on the social and economic resources in the study area.

Identify Impacts

The Corps will use the above information on the recommended project to identify socio-economic impacts to the surrounding community. This impact assessment will consider and compare social benefits or drawbacks of the existing/without project and proposed project conditions.

Estimated Cost: $6,000

B. Cultural Resources Analysis

The cultural resource investigation for this study will focus on conducting historic background research and field investigations to identify specific areas that may contain historic archeological and architectural properties that will need to be considered in the formulation of project alternatives, and developing recommendations for future cultural investigations, if needed.

Archaeological Investigations

Previous research in the vicinity of the project area suggests that there is the potential for prehistoric archeological resources to be located along the Potomac River waterfront. However, the only potentially intact ground surface in the vicinity of the project area consists of a 15 foot wide median between the community of New Alexandria/Belle View and the Mount Vernon section of the George Washington Parkway. The current ground surface in this area is very level, suggesting that the median has been disturbed by mechanical leveling. However, this area may contain deeply buried deposits beneath the disturbed soils that could contain archaeological resources. Therefore, initial testing for the presence of these buried soils will consist of an archeologist working with geotechnical investigators to monitor and review soil borings to determine if buried living surfaces (A-horizons) that could contain significant archeological remains are present.

Architectural Investigations

An evaluation of the historic nature of the neighborhoods and an assessment of any potential visual impacts to the surrounding visible resources will be conducted as part of this investigation. The study area consists of an eclectic collection of residential buildings that were built at various times between 1930 and 1960, and reflect a number of different architectural styles. An evaluation of the historic nature of the neighborhood and a determination of any potential visual impacts to the community will be conducted as part of this investigation. Photographic documentation will be conducted to assist in making a determination of the historic significance of the neighborhood.

A visual impact analysis of the potential levee or flood wall construction on the Mount Vernon segment of the George Washington Parkway will be conducted. The Parkway is listed on the National Register and is owned and operated by the National Park Service. The visual impacts of the project alternatives will be documented by photographs and a determination will be made, in consultation with the NPS, regarding effects to this resource. If potential adverse effects are

identified, consultation the NPS will be implemented to develop a plan to minimize or avoid the impacts.

At this time, it does not appear that any of the potential alternatives will impact any archeological resources. If cultural resources are visually impacted by the proposed project, mitigating actions will be considered.

Estimated Cost: $10,000

C. Environmental Analysis

The purpose of the environmental analysis is to inventory and assess the environmental resources within the study area and will include fieldwork, existing data review and analysis of potential environmental effects of project implementation. Fieldwork will be limited to a site investigation to determine existing vegetation, wildlife, soil, wetland and habitat types, locations and extents. Wetlands will be delineated and a jurisdictional determination will be made by the Corps' Regulatory Division.

An arborist will perform an initial tree assessment along the levee/floodwall alignment. The arborist will inventory the trees to determine species diversity, regeneration, and forest health, and all specimen trees will be identified if found. In addition, tree species that require protection will need to be identified. The tree assessment will cover the entire alignment reach, including 50 feet on either side of the center of the floodwall/levee. It should be mentioned that more detailed tree assessments may be required depending on the initial assessment findings.

Baseline conditions will be documented for the various environmental resources. Existing data, including information provided by state, local and Federal resource agencies, will be compiled and reviewed. Project constraints will be identified. An analysis of each project ("with project") alternative and the No Action Alternative ("without project") will be conducted for the following resource areas: air quality, water quality, fish, wildlife, vegetation, wetlands, submerged aquatic vegetation and critical habitat areas. A preliminary assessment of hazardous, toxic and radioactive substances (HTRS) will also be performed. If HTRS are found to exist within the study area, investigations may be warranted and are not included in this cost.

The Corps will coordinate with Federal, state and local resource agencies during the study to provide information on the project and request their comments. Specifically, meetings with the National Park Service will be held to address their concerns. The process for project approvals and permits will be documented.

Estimated Cost: $70,000

D. Economic Analysis

This study will examine a solution to flooding problems consistent with application of Corps principles.

Review Reconnaissance Information

The Corps will review economic materials from the reconnaissance study.

Field Work to inventory Floodplain Structures

The Corps will obtain structure elevation and other available structure inventory information from Fairfax County. The Corps will conduct field damage surveys of commercial floodplain structures to obtain information needed to estimate damages.

Flood Damage Analysis

The Corps will obtain stage-frequency information for the damage reaches and index locations. Survey data from the floodplain inventory will be used to calculate depreciated replacement values for residential structures. In addition to the structure inventory input file, depth percent damages files will also be created using standard Corps depth percent damage functions to estimate the percentages of damages at each foot of water elevation for residential structures.

The Corps will apply appropriate stage frequency data for existing and with project alternatives. They will also submit information needed for the risk and uncertainty analysis (for hydrologic related variables). The Corps will use the Hydrologic Engineering Center Flood Damage Analysis (HEC-FDA) model for the without project condition, and then for each of the proposed alternatives (with project) to compute the expected annual damages and residual damages associated with each alternative. The results will be analyzed to determine annual benefits.

Alternative Analysis

The Corps will use the HEC-FDA program to evaluate the three alternatives with and without pumps and identify the National Economic Development (NED) plan. Concept design alternative project costs for the alternatives will be analyzed by the economist and compared to alternative benefits. A benefit-cost ratio and net benefits will be computed for each alternative and the NED plan will be identified.

Risk and Uncertainty Analysis

An important role in dealing with risk and uncertainty is to identify the areas of sensitivity and describe them clearly so that the decisions can be made with knowledge of the degree of reliability of available information. Risk and uncertainty arise from measurement errors and from the underlying variability of complex natural, social, and economic situations.

The Corps will perform risk analysis for economic analysis variables in accordance with Corps guidelines and policies.

Interior Drainage Economic Analysis

The Corps will evaluate damages from interior ponding using the FDA economic model developed for the project area. The Corps will determine expected interior ponding damages with minimal facilities and an additional alternative. Hydraulic analysis will provide the requisite information needed to compute economic damages and benefits.

Cost Analysis

The Corps will analyze MicroComputer Aided Cost Estimating System (MCACES) costs for the recommended project. These costs will include all costs associated with the project, including construction, operation and maintenance costs. Interest during construction will be calculated

based on the cost estimate and the construction period. Project costs will be annualized using the appropriate Federal interest rate. The project benefit cost (B/C) ratio will be developed by comparing the average annual benefits and average annual costs of the project.

Estimated Cost: $34,000

G. Real Estate Studies

This task assumes that the County will provide accurate digital mapping of the property boundaries surrounding the potential levee/floodwall alignments. As part of this task, a Real Estate Plan (REP) will be prepared to describe the real estate requirements for the project. The REP identifies and describes the lands, easements and rights-of-way (LER) required for the construction, operation and maintenance of a proposed project, including those required for relocations, borrow material and dredged or excavated material disposal. The REP also identifies and describes the facility/utility relocations that are necessary to implement the project. The estimated LER value together with administrative and incidental costs attributable to providing project LER, and the acquisition process that will support the project implementations are also in the REP. Research regarding applicability of navigational servitude will be conducted.

The proposed project area consists of several residential and commercial developments including a variety of single family stand alone units, townhouses, garden apartment condominiums, high-rise apartments, a shopping mall, a country club and smaller miscellaneous neighborhood strip mall and stand alone commercial units. A large portion of the area is located within the 100 year flood plain. Approximately 300 residential and commercial units were inundated to varying degrees by flood waters during Hurricane Isabel. The majority of lands required for the construction of flood control structures are currently located along the George Washington Memorial Parkway and Dyke's Marsh, both of which are National Park Service properties. However, as discussed previously, additional alignments will be considered. Smaller areas along the northern border of the project adjacent to Belle Haven Road, and possibly interior drainage control areas of the project area may involve private property. No relocations are anticipated for any residential or commercial structures.

The proposed site plans will be reviewed to determine the lands, easements, rights-of-way, Special Use Permits (NPS) and temporary work areas/staging areas required for project alternatives. Rights-of-entry will be obtained, if required, for cultural, environmental, HTRS, survey, or geotechnical analysis for study. A Special Use Permit will be required from the National Park Service. Some public utilities may require relocation. Ownership data will be obtained by researching the available records using the proposed site plans to define the properties within the project limits. Realty maps will be prepared to determine acquisition areas required. Relocation costs will be estimated for landowners, tenants and businesses although none are anticipated at this time other than potential utilities. Land values will be developed using information obtained from public records, metropolitan real estate listing services and local realtors. Values will include residential, commercial, and undeveloped lands.

Estimated Cost: $24,000

H. Engineering Disciplines Analysis and Investigations

The Corps will conduct various technical analyses and investigations as part of the flood damage reduction study for the Belle Haven watershed. The engineering disciplines developed scopes

and estimated costs for hydrologic and hydraulics investigations, geotechnical investigations and design, structural design, civil engineering design and cost estimating, and are described below.

1. Water Resources Engineering

The Corps will conduct hydrologic and hydraulic studies associated with flood damage reduction. Analyses will be performed in accordance with current Corps guidance, regulations, and policy. All existing conditions and proposed conditions analyses will be conducted only by the engineering tools, methodologies, and applications software supported by the Corps.

Hydrologic and hydraulic analyses will be conducted in support of evaluating flood damage reduction alternatives for the study area. Hydrologic analyses will include interior flooding analyses, review of existing hydraulic data (including flood insurance studies, ERDC, and Fairfax Co. studies), evaluation of storm surge stage-frequency curves, and risk and uncertainty analysis. It is assumed that one levee/floodwall alignment and three levels of protection will be evaluated. An evaluation of the need for riprap protection of the levee will be performed.

For the interior analyses, an existing HEC-HMS model was completed as part of a previous corps study and will be used as part of this analysis. The Corps will determine historical events by performing a data search for interior rainfall events coincident with high river events. The historical events will be ranked and then routed using HEC-HMS for the hypothetical events and HEC-RAS or INTDRA for historical events. The Corps will determine required culvert and pump station size to reduce interior flooding to below a determined level. Joint probability stage-frequency curves will be developed using HEC-HMS for historical events with and without project. The Corps will produce inundation mapping for residual interior flooding for with and without project for the 100-year coincident flood event.

For top of protection with risk and uncertainty, the Corps will develop storm surge frequency plots using Corps and/or Fairfax County data. Uncertainties in storm surge elevations will be determined, and a risk and uncertainty analysis will be performed for three levels of protection. The top of protection will be set using the results of the risk and uncertainty analysis.

This task assumes that the following data is currently available:

e. storm surge elevation-frequency data
f. topographic data for interior flooding studies
g. utility mapping for interior flooding studies
h. elevations and locations of high water marks

Estimated Cost: $72,000

2. Geotechnical Investigation and Design

Geotechnical Investigations

Once a final alignment is selected, an appropriate foundation exploration program will be established to obtain necessary foundation data for the design and analyses of the levee

embankment and floodwall, and other project features at the study areas including closure structures and drainage structures. Proposed drill-hole locations will be laid out in the field and located by survey.

Foundation drilling will be accomplished at the study areas by the Corps. If appropriate, undisturbed Shelby tube samples will be taken in any clay material (CL or CH) or other soft deposits encountered in the foundation. Based on review of previous investigations in the area it is anticipated that soft foundation material may be encountered in the some areas. The drilling will be monitored by a geotechnical engineer. Field logs will be prepared by the drill inspector. It is estimated that about 22 holes, ranging from 30 to 60 feet in depth will be drilled along the levee/floodwall alignment. Test pits may also be utilized to supplement the drill holes. No Hazardous, Toxic, and Radioactive Waste (HTRW) drilling is associated with this effort.

No borrow area assessment will be performed in this phase of work.

Testing will be accomplished by Corps personnel and will consist of visual classification, mechanical analysis, Atterberg limits determinations, water content determinations, organic content determinations, and other tests necessary to classify the soil. Physical property testing (such as consolidation tests or triaxial shear strength tests) will be performed on undisturbed samples as necessary. The Corps will prepare final logs for all drilling and testing accomplished.

Geotechnical Design
The Corps will review all available geotechnical information relative to this project as well as other existing data and assist with the development of preliminary concept designs. Since both a floodwall and levee are being proposed, a design will be made of each feature.

Based on preliminary foundation information received from the County, some soft unsuitable foundation material likely exists along the proposed alignment. This will likely require removal and replacement with structural fill for the levee or a deep foundation design (pile foundation) for the flood wall. Either will require specialized design and have cost implications. The extent will not be known until completion of the foundation investigations.

Final geotechnical input into the design of the project will be accomplished utilizing appropriate design criteria and analyses. A senior Corps geotechnical engineer will be involved in the evaluation and selection of the levee and flood wall alignment. Geotechnical design will be required for the analyses of the levee embankment or floodwall foundation, and miscellaneous drainage features, closure structures, and ramps. It is assumed at this time that the levee/floodwall will be approximately 6600 feet in length and that three closure structures will be required. Design will include slope stability, settlement analysis, and seepage analyses as necessary for the design of the levee. Appropriate foundation design including possible pile design will be required for the flood walls and closure structures.

A geotechnical design appendix will be prepared and will be part of the final report. A recommended scope of work will be prepared to indicate additional design effort which may need to be completed prior to the project being constructed.

Geotechnical Investigations:	**$189,000**
Geotechnical Design:	**$ 100,000**
Total Estimated Cost:	**$289,000**

3. Structural Design

The Belle Haven project consists of new levees and floodwalls to provide a selected level of protection to the homes and businesses in the area. The structural features consist of floodwalls, closure structures, drainage structures, pumping stations and a storage building. All of these structural features will be designed and/or quantities developed at the preliminary concept level for three top of protection elevations, to be provided by Civil and H&H Sections. Following the selection of a final plan, a more detailed design will be conducted.

For the 3 concept plans, it is assumed that 4 flood wall sections will need to be designed and quantities developed for combinations of 2 grade heights and 3 top of protection alternatives. For the closure structures, all are assumed to be stoplog type. A concept closure design will be performed for the three proposed heights of protection and unit length quantities developed for the anticipated closures. A pre-engineered storage building will be sized to hold the stoplog materials, tarps, sandbags, etc. The drainage structure design will consist of specific design and quantities for a typical large multi-cell culvert with gates and a typical small drainage structure with control manhole. For the anticipated pumping station, once the size and number of pumps are determined, a concept structure of reinforced concrete will be estimated for cost purposes. At this time, the proposal is to design the above structural features to a 15%-30% concept level, except for the pumping station which will be less. This means that calculations will be performed to determine the sizes and quantities of major components but no drawings or details will be made. Geotechnical strength parameters, civil cross sections and top of protection elevations are needed at structure locations prior to performing structural design.

After the top of protection alternative is selected, the structural features listed above, except for the pumping station and stoplog storage building, will be further designed/developed to roughly a 65% level. Both primary and secondary elements will be designed and more exact quantities calculated as well as typical plans, elevations and/or sections. Detailed drawings would not be provided at this time.

Estimated Cost = $74,000

4. Mechanical/Electrical Design

A mechanical engineer and an electrical engineer will provide support to the cost estimator to assist with development of the pump station design assumptions and cost.

Estimated Cost = $6,000

5. Civil Design

Civil engineering will be provided during the study to assist and supplement the hydraulic engineering, geotechnical engineering, structural engineering and cost engineering. It is assumed that the following will be provided by others:

e. The best available topographic maps
f. Tree surveys along GW Pkwy (location, size, species)
g. Right-of-way mapping for GW Pkwy
h. Channel cross-section surveys at the proposed drainage structures
i. Utility designation/mapping (in Autocad) and as-built drawings
j. GIS data
k. Any additional surveying/mapping as required

Site visits will be arranged to look for possible regulatory issues (wetlands, etc.), utility conflicts, drainage conflicts, tree impacts, and construction access. Suitable tie-out locations will also be investigated.

Prior to developing the recommended plan, conceptual designs will be prepared for three alternative protection elevations.

Drawings for the recommended plan will be prepared with sufficient detail (65%) to assess the feasibility and cost. Drawings may include a Cover Sheet, Index Sheet, Survey Control Sheet, Plan and Profile Sheets, Typical Section Sheets, Cross-Section Sheets, and Detail Sheets. Erosion & Sediment Control Plans are not needed at the feasibility stage, but the cost estimate will reflect the anticipated work.

Estimated construction quantities will be calculated. Adequate cost contingencies will be incorporated based on the level of detail in the design.

A civil engineering appendix (narrative) will be prepared.

All engineering design analyses are to be performed in accordance with applicable Corps of Engineers Engineering Manuals (EMs), Engineering Regulations (ERs), and Engineering Technical Letters (ETLs).

Estimated Cost: $105,000

G. Cost Engineering

The Corps will prepare a construction cost estimate for the three alternative elevation plans and a detailed construction cost estimate for the recommended project in compliance with appropriate Corps regulations. The estimate will be documented with notes to explain the assumed construction methods, crews, productivities, sources of materials, and other specific information. Labor costs will be based on the prevailing Davis-Bacon wage rates for each trade applied to the workers estimated productivity. Contingencies will be developed and applied where areas of uncertainty exist within individual project elements. Detailed costs for all of the non-construction cost items

(lands and damages, pre-construction engineering and design, construction management) will be incorporated into the estimate.

Estimated Cost: $10,000

III. REPORT PREPARATION

The Corps will assemble, write, type, edit, review, reproduce, and distribute study reports and other related documentation. A draft report covering the work accomplished during the study process will be prepared. Five hardcopies and electronic versions of the draft report will be provided to the County for review. Following the County's review and comments, a final report will incorporate any changes necessary to respond to comments made during the review of the draft report. The final report will include a main report summarizing the technical findings and containing the study conclusions and recommendations as well as technical appendices. Eight copies of the final report will be provided to the County.

Previous total estimated cost for Report Preparation is $35,000.

Amendment #3: This task is being modified to address Americans with Disabilities Act (ADA) requirements. This final report will be formatted to meet ADA requirements. In addition, two previous reports prepared by the Corps for Fairfax County will also be reformatted to meet ADA requirements: *Huntington Flood Damage Reduction Study, Final Appendix G – Engineering Appendix April 2009*, and the *June 2006 Flood Investigation for Cameron Run, January 2007.*

New Amended Total Estimated Cost for Report Preparation is $40,000

IV. CONTINGENCY AND TRAVEL

This scope of work includes contingency for unanticipated tasks and issues that may arise during the study process. Travel costs were included for corps representatives to attend meetings and field visits.

Estimated Cost: $40,000

Previous Total Estimated Cost for Task 11: $1,065,000

New Total Estimated Cost for Task 11: $1,200,000

Task 12. Belle Haven Watershed Community Task Force – April 15, 2013 Amendment

The residents of BelleView, New Alexandria, Riverview, and the River Towers have established a task force to brainstorm and investigate new ideas to reduce the flood risk in their communities. The Corps will have 1-2 people participate in 5-7 task force meetings in Fairfax County. One of the ideas is to develop a concept plan that includes an alignment on the east side of the GWMP. The Corps will develop 5% concept plans for both a floodwall and a levee, at two different heights of protection. Preliminary costs will be developed for the four alternatives. Two additional man-weeks of effort are being included in this task to cover any other evaluations the Corps is asked to do.

Estimated Cost: $32,000

Task 13. Technical Review of Huntington Levee Design – April 15, 2013 Amendment

Task 13A. A/E Contract – Scope of Work Review

The Corps' Geotechnical, Civil, and Hydrology and Hydraulics engineers will review Fairfax County's initial draft scope of work for design and construction administration services for the Huntington Levee and Pumping Station. The Corps will provide recommendations on any possible scope gaps, design review submission milestone requirements, and schedule.

The Corps' Geotechnical, Civil and Hydrology and Hydraulics engineers will review Fairfax County's final scope of work and schedule for design and construction administration services and review the A/E's cost proposal hours that are associated with each task to determine if they are adequate to complete each task.

Estimated Cost: $11,400

Task 13.B. Design Review Services

The Corps' Geotechnical, Civil, Hydrology and Hydraulics, Structural, Mechanical, Electrical, Cost Estimator & Specification engineers (Engineering team) will review and provide comments on four (4) separate design review submissions (assumed 35%, 65%, 100%). Each submission will include a hard copy and electronic set of plans, specifications, and cost estimate for each discipline (8 copies). A Corps' Design Team Leader will oversee the review and coordinate the work with Fairfax County. The Team Leader will compile and provide the comments in a Microsoft Word document.

The Corps' Engineering team will attend four design review meetings with the consultant and Fairfax County staff (at the Fairfax County Government Center office) to discuss any questions related to the design review comments. The Corps' Geotechnical & Civil Engineer will attend the meetings in person and the remaining team will participate via telephone conference call.

Fairfax County will conduct a value engineering (VE) session after the 35% submission phase. One representative from the Corps' Engineering team will attend the VE session kick off meeting and the Design Suggestion Meeting at the conclusion of the VE Study which will be held at the Fairfax County Government Center. The entire Corps' Engineering team will review the value engineering report and provide recommendations on which value engineering suggestions should be implemented. These recommendations will be provided in a Microsoft Word format to Fairfax County.

The Corps will meet with Fairfax County's AE's contracted engineer to review the Corps flood models and modeling approaches used in the Corps 2009 Study. The purpose of this meeting is to ensure that the Engineer has a good understanding of the assumptions and limitations associated with the Corps' previous flood modeling studies of Cameron Run and the interior residual flooding conditions on the land side of the new levee. This will facilitate scoping and budgeting for the Engineer's Phase II modeling studies with the updated Corps' models and ensure that the Phase II work can build upon the previous modeling studies by the Corps. This subtask assumes one meeting at the Baltimore District office and follow-up communications with the Corps modeler(s).

Estimated Cost: $95,900

Total estimated cost for Task #13 is $107,300.

V. SCHEDULE AND COST

A schedule will be developed for each task prior to its initiation. The original estimate for the entire study (Tasks 1-11) was $2,265,000. With this amendment #3, Task #11 is being increased by $135,000, Task #12 for $32,000 is being added, and Task #13 for $107,300 is being added for a total increase in study cost of $274,300. Fairfax County will provide $274,300 in voluntary contributions to expand the scope of this effort. The total contribution the Corps of Engineers has provided is $50,000 from the FPMS Program (for Task 1 and part of Task 9) and Fairfax County's total estimated voluntary contribution is $2,489,300 of which they have already paid $2,215,000. A breakdown of all tasks is listed in the table below.

Task	Description	Estimated Total Cost
	Belle Haven Watershed Preliminary Analysis	
1	Development and Evaluation of Floodproofing Alternatives	$35,000
2	Development of Structural and Combination Structural/Non-Structural Alternatives	$55,000
3	Geotechnical Investigation Research	$4,000
4	Elevation Survey	$20,000
5	Stakeholder Outreach	$6,000
6	Economic Analysis	$20,000
7	Project Mgmt/Coordination	$25,000
8	Report	$20,000
	Belle Haven Preliminary Analysis Tasks Subtotal	**$185,000**
9	**Investigation of Flooding Along Cameron Run**	**$40,000**
	Flood Damage Reduction Study - Huntington Community	
10.1	Planning and Project Management	$301,000
10.2	Technical Services	$639,000
10.3	Report Preparation	$35,000
10	**Huntington Tasks Subtotal**	**$975,000**
	Flood Damage Reduction Study - Belle View/New Alexandria (Belle Haven Watershed)	
11.1	Planning and Project Management (Amended)	$420,000
11.2	Technical Services	$700,000
11.3	Report Preparation (Amended)	$40,000
11.4	Contingency and Travel	$40,000

11	**Belle Haven Tasks Subtotal**	**$1,200,000**
12	Belle Haven Watershed Community Task Force (Added)	$32,000
13	Technical Review for Huntington Levee Design (Added)	$107,300
Total		**$2,539,300**

VI. Coordination and Execution of Work

The Corps will establish and maintain very close coordination with Fairfax County and all interested parties throughout the study. In-progress review meetings with the county and others will be conducted at appropriate points throughout the process.

Board Agenda Item
July 26, 2016

10:20 a.m.

Matters Presented by Board Members

Board Agenda Item
July 26, 2016

11:10 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. 15-1109 (U.S. Sup. Ct.)

2. *Michael Moravitz v. Officer Richard Anderson*, Case No. 1:15-cv-506 (E.D. Va.)

3. *Professional Foreclosure Corporation of Virginia, Substitute Trustee, and Wells Fargo Bank, N.A. v. Fairfax County Redevelopment and Housing Authority, the Board of Supervisors of Fairfax County, and Peace Asinugo*, Case No. CL-2016-0007631 (Fx. Co. Cir. Ct.) (Sully District)

4. *Fairfax County Redevelopment and Housing Authority v. Sheila Renee Allen*, Case No. CL-2016-0009828 (Fx. Co. Cir. Cit.) (Lee District)

5. *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*, Case No. CL-2014-0013597 (Fx. Co. Cir. Ct.) (Mason District)

6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Bogle Telegraph Road Associates, LP, and Reserved Barking, LLC*, Case No. CL-2015-0009594 (Fx. Co. Cir. Ct.) (Lee District)

7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Ron Decesare, Jr. and Jean M. Petruccio*, Case No. CL-2016-0001187 (Fx. Co. Cir. Ct.) (Mason District)

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Raul Rojas, Luis Sanchez, and Marcelino G. Loayza*, Case No. CL-2016-0006521 (Fx. Co. Cir. Ct.) (Mason District)

9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jennifer L. Audibert and Joseph G. Henry*, Case No. CL-2016-0006163 (Fx. Co. Cir. Ct.) (Dranesville District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Giuseppe Pansini and Antonietta Pansini*, Case No. GV16-012829 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

11. *Board of Supervisors of Fairfax County, Virginia v. Gunston Center, LLC and Lexon Insurance Company,* Case No. CL-2016-0009596 (Fx. Co. Cir. Ct.) (Mount Vernon District)

12. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Beverly K. Lester*, Case No. CL-2016-0009115 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 7601 LLC*, Case No. CL-2016-0009265 (Fx. Co. Cir. Ct.) (Mason District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Randa Hatem*, Case No. GV16-012591 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Brian Lucas*, Case No. GV16-013184 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sandy Ying-Tang Cheng and Yuk Yee Cheng*, Case Nos. GV-16-011340, GV16-011341, GV16-011342, and GV16-011343 (Fx. Co. Gen. Dist. Ct.) (Lee District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Larry M. Kirkpatrick*, Case Nos. GV16-012827 and GV16-012828 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

18. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Maria Mateus and Sareena Corporation*, Case Nos. GV16-012825 and GV16-012826 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

19. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. LaHoussaine Amajoud and Fatima Amajoud*, Case Nos. GV16-011297, GV16-011298, GV16-011299, GV16-011338, and GV16-011339 (Fx. Co. Gen. Dist. Ct.) (Lee District)

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Board Agenda Item
July 26, 2016

3:00 p.m.

Special Meeting of the Fairfax County Solid Waste Authority

ISSUE:
The Solid Waste Authority must appoint a new Attorney since the current Attorney retired.

RECOMMENDATION:
The County Executive recommends that the Solid Waste Authority hold a special meeting to appoint a new Attorney, and to review and approve the minutes from the January 12, 2016.

TIMING:
Routine.

BACKGROUND:
David Bobzien, who served as the County Attorney and Attorney of the Solid Waste Authority, retired on June 30, 2016. Elizabeth D. Teare has been appointed by the Board of Supervisors as the new County Attorney.

Per tradition, the County Attorney is appointed to be the Attorney of the Authority, and therefore, it is recommended that Ms. Teare be appointed as the Attorney of the Authority.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I – Fairfax County Solid Waste Authority Meeting Agenda, July 26, 2016
Attachment II – Minutes of the January 12, 2016, Solid Waste Authority Annual Meeting

STAFF:
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
John W. Kellas, Deputy Director, DPWES, Solid Waste Management Program

Attachment I

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Special Meeting Agenda

July 26, 2016

1. Call-to-Order
2. Appointment of Attorney – Elizabeth D. Teare.
3. Approval of the minutes from the January 12, 2016 meeting.
4. Adjournment.

MINUTES OF THE ANNUAL MEETING OF THE SOLID WASTE AUTHORITY

January 12, 2016

At the Annual Meeting of the Fairfax County Solid Waste Authority held in accordance with Article III, Section I of the bylaws, in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 12, 2016, at 3:28 p.m., there were present:

MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS:

Chairman Sharon Bulova, presiding

Supervisor John C. Cook, of Braddock District

Supervisor John W. Foust, of Dranesville District

Supervisor Penelope A. Gross, of Mason District

Supervisor Catherine M. Hudgins, of Hunter Mill District

Supervisor Jeffrey C. McKay, of Lee District

Supervisor Patrick S. Herrity, of Springfield District

Supervisor Kathy L. Smith, of Sully District

Supervisor Linda Q. Smyth, of Providence District

Supervisor Daniel G. Storck, of Mount Vernon District

Edward L. Long Jr., County Executive; Authority Executive Director

Catherine A. Chianese, Clerk of the Board of Supervisors; Authority Secretary

Christopher Pietsch, Director, Department of Finance; Treasurer

David P. Bobzien, County Attorney; Authority Attorney

John Kellas, Director, Solid Waste Management Program Operations Division, Department of Public Works and Environmental Services (DPWES); Authority Representative

Supervisor Gross moved that the Board appoint the following officers and officials to the Fairfax County Solid Waste Authority:

OFFICERS

Sharon Bulova Chairman, Fairfax County Board of Supervisors	– Chairman
Penelope A. Gross Vice-Chairman, Fairfax County Board of Supervisors	– Vice-Chairman
Catherine A. Chianese Clerk to the Fairfax County Board of Supervisors	– Secretary
Christopher Pietsch Director, Office of Finance	– Treasurer
David P. Bobzien County Attorney	– Attorney
Edward L. Long Jr. County Executive	– Executive Director
John Kellas Deputy Director, Solid Waste Management Program, Department of Public Works and Environmental Services (DPWES)	– Authority Representative

Supervisor McKay seconded the motion and it carried by unanimous vote.

Supervisor Gross moved approval of the minutes from the January 27, 2015, meeting of the Fairfax County Solid Waste Authority. Supervisor McKay seconded the motion and it carried by unanimous vote.

Supervisor Gross moved approval of the financial statements for the Authority. Supervisor McKay seconded the motion and it carried by unanimous vote.

Supervisor Gross moved to adjourn the Annual Meeting of the Fairfax County Solid Waste Authority. Supervisor McKay seconded the motion and it carried by unanimous vote.

At 3:31 p.m., the Annual Meeting of the Fairfax County Solid Waste Authority was adjourned.

Meeting Minutes
The Fairfax County Solid Waste Authority
January 12, 2016

The foregoing minutes record the actions taken by the Fairfax County Solid Waste Authority at its meeting held on Tuesday, January 12, 2016, and reflects matters discussed by the Authority. Audio or video recordings of all proceedings are available in the Office of the Clerk to the Board of Supervisors of Fairfax County, Virginia.

Respectfully submitted,

Catherine A. Chianese, Secretary
Solid Waste Authority

Board Agenda Item
July 26, 2016

3:00 p.m.

Public Hearing on SE 2015-MV-019 (Charles County Sand & Gravel Company, Inc.) to Permit Heavy Industrial Use (Concrete Batching Plant), Located on Approximately 5.23 Acres of Land Zoned I-6 (Mount Vernon District)

This property is located at 9520 Gunston Cove Road, Lorton, 22079. Tax Map 107-4 ((1)) 62A (part).

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 16, 2016, the Planning Commission voted 6-4 (Commissioners Hedetniemi and Lawrence were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-MV-019, subject to the Development Conditions dated March 8, 2016, and approval of a modification of Sections 13-303 and 13-304 of the Zoning Ordinance for the transitional screening and barrier requirements to that shown on the special exception plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai, Planner, DPZ

Board Agenda Item
July 26, 2016

3:00 p.m.

Public Hearing on RZ 2016-MV-011 (Artis Senior Living, LLC) to Rezone from R-1 to R-2 to Permit an Assisted Living Facility with an Overall Floor Area Ratio of 0.17, Located on Approximately 5.29 Acres of Land Zoned I-6 (Mount Vernon District) (Concurrent with SE 2015-MV-032)

and

Public Hearing on SE 2015-MV-032 (Artis Senior Living, LLC) to Permit an Assisted Living Facility and an Increase in Maximum Permitted Fence Height, Located on Approximately 5.29 Acres of Land Zoned R-1 (Mount Vernon District) (Concurrent with RZ 2016-MV-011)

This property is located on the North Side of Ox Road (Route 123) approximately 400 feet East of its intersection with Blu Steel Way. Tax Map 106-2 ((1)) 8

This property is located at 8911 Ox Road, Lorton, 22079. Tax Map 106-2 ((1)) 8.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 16, 2016, the Planning Commission voted 10-0 (Commissioners Hedetniemi and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2016-MV-011 and a Generalized Decelopment Plan, subject to the execution of proffered conditions dated May 16, 2016;
- Approval of SE 2015-2015-MV-032, subject to the development conditions dated June 1, 2016;
- Waiver of Section 9-308 (3) of the Zoning Ordinance for the provision of a site or rear serve entrance for service vehicles;
- Waiver of Section 9-308 (4) of the Zoning Ordinance for direct access from an arterial street;
- Modification of Section 9-308 (5) of the Zoning Ordinance to run a medical care building 61.6 feet from the north property line;
- Modification of Section 10-104 of the Zoning Ordinance to increase the maximum permitted fence height to eight feet;
- Modification of the transitional screening and barrier requirements of Section 13-303 and 13-304 of the Zoning Ordinance in favor of the landscaping shown on the GDP/SE plat; and

Board Agenda Item
July 26, 2016

- Waiver of the loading space requirement of Section 11-203 of the Zoning Ordinance.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

3:30 p.m.

Public Hearing on SEA 88-S-077-08 (Willard Road Mart, Inc.) to Amend SE 88-S-077, Previously Approved for a Service Station/ Quick-Service Food Store, Car Wash, Drive-In Financial Institutions, Fast-Food Restaurants with Drive-Thru Windows, Hotels, Vehicle Rental Establishments, Increase in Building Height, and a Waiver of Sign Regulations, to Permit Modification to Development Conditions Associated with the Service Station, Located on Approximately 1.45 Acres of Land Zoned C-6, WS (Sully District)

This property is located at 4475 Daly Drive, Chantilly, 20151. Tax Map 44-1 ((9)) 9(part) and 10.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 29, 2016, the Planning Commission voted 8-0 (Commissioners Hurley, Keys-Gamarra, Murphy, and Lawrence were absent from the meeting) to recommend to the Board of Supervisors approval of SEA 88-S-077-08, subject to the development conditions dated June 15, 2016.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Billy O'Donnell, Planner, DPZ

Board Agenda Item
July 26, 2016

3:30 p.m.

Public Hearing on AR 83-S-008-04 (Carol C. Mattusch and Richard S. Mason) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 31.87 Acres of Land Zoned R-C, WS (Springfield District)

This property is located 12301 Fairfax Station Road, Clifton, 20124. Tax Map 76-3 ((1)) 4Z and 24Z

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 14, 2016, the Planning Commission voted 10-0 (Commissioners Lawrence and Strandlie were absent from the meeting) to recommend to the Board of Supervisors approval of AR 83-S-008-04 and amendment of Appendix F of the County Code to renew the Popes Head Local Agricultural and Forestal District with an additional eight-year term, subject to the ordinance provisions consistent with those dated June 29, 2016, which are contained in the staff report.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

3:30 p.m.

Public Hearing on RZ 2016-SU-003 (CarrHomes, LLC) to Rezone from R-1, WS and HC to R-12, WS and HC to Permit Residential Development with a Total Density of 10.3 Dwelling Units per Acre, Located on Approximately 2.34 Acres of Land (Sully District)

This property is located at the SouthWest quadrant of the intersection of Vernon Street and Elmwood Street. Tax Maps 34-4 ((6)) 49, 68, 69, 70, and A2

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 14, 2016, the Planning Commission voted 9-0-1 (Commissioner Murphy abstained from the vote and Commissioners Lawrence and Strandlie were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2016-SU-003, subject to the execution of proffers consistent with those dated July 14, 2016; and

- Approval of the following waivers and modifications:

    - Waiver of the minimum district size of 4 acres, pursuant to Section 3-1206 of the Zoning Ordinance, to permit a district size of 2.34 acres;

    - Modification of the maximum private street length of 600 feet as required by Section 11-302 of the Zoning Ordinance, to permit a private street of approximately 645 feet as shown on the GDP;

    - An increase in fence height above four feet in a front yard pursuant to Section 10-104 (3)(H) of the Zoning Ordinance to permit a wall/fence up to seven feet in height as shown on the GDP;

    - Direct the Director of the Department of Public Works and Environmental Services (DPWES) to permit a deviation from the tree preservation target pursuant to Section12-0508 of the Public Facilities Manual; and

    - Direct the Director of DPWES to allow an alternative method of underground stormwater detention as depicted on the GDP pursuant to Section 6-0303.6B of the Public Facilities Manual.

Board Agenda Item
July 26, 2016

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

3:30 p.m.

Public Hearing on PRC –C-020 (Tall Oaks Development Company LLC and Tall Oaks Commercial Center LLC) to Approve a PRC Plan Associated with RZ –C-020 to Permit Mixed-Use Development at a Density of 19.43 Dwelling Units per Acre and Floor Area Ratio of 0.06, Located on Approximately 7.46 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with SE 2016-HM-012)

and

Public Hearing on SE 2016-HM-012 (Tall Oaks Development Company LLC and Tall Oaks Commercial Center LLC) to Permit a Fast Food Restaurant and Quick-Service Food Store Uses, Located on Approximately 7.46 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with PRC –C-020)

This property is located at 12000 and 12054 North Shore Drive, Reston, 20190. Tax Map 18-1 ((5)) 8 A1 and 8 A2

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 21, 2016, the Planning Commission voted 10-0-1 (Commissioner Strandlie abstained from the vote and Commissioner Lawrence was absent from the meeting) to recommend the following action to the Board of Supervisors:

- Approval of PRC C-020, subject to the PRC Conditions consistent with those dated July 20, 2016;

- Approval of SE 2016-HM-012, subject to the Development Conditions consistent with those dated July 20, 2016;

- Approval of a modification of Paragraph 2 of Section 6-306 of the Zoning Ordinance for the 200 square-foot privacy yard requirement for single-family attached dwelling unit lots to that shown on the PRC Plan/SE Plat;

- Approval of a waiver of Paragraph 10 of Section 11-102 of the Zoning Ordinance to permit tandem parking for the two-over-two dwelling units to count towards the off-street parking requirement for multi-family dwelling units;

- Approval of a modification of Section 11-203 of the Zoning Ordinance for the required number of loading spaces to that shown on the PRC Plan/SE Plat; and

Board Agenda Item
July 26, 2016

- Approval of a modification of Sections 13-303 and 13-304 of the Zoning Ordinance for the transitional screening and barrier requirements to that shown on the PRC/SE Plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai, Planner, DPZ

Board Agenda Item
July 26, 2016

3:30 p.m.

Public Hearing on SEA 94-P-040-03 (Pentagon Federal Credit Union) to Amend SE 94-P-040, Previously Approved for Increase in Building Height, Waiver of Certain Sign Regulations, Hotel, and Additional Uses and Associated Modifications to Site Design and Development Conditions to Permit a Waiver of Certain Sign Regulations and Associated Modifications to Development Conditions, Located on Approximately 5.97 Acres of Land Zoned C-3 (Providence District)

This property is located at 7940 Jones Branch Drive, Tysons, 22102. Tax Maps 29-2 ((15)) 5, 6, and 7; and 29-4 ((15)) 1 and 2

PLANNING COMMISSION RECOMMENDATION:
On July 21, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend that the Board of Supervisors approve SEA 94-P-040-03, subject to the proposed Development Conditions dated July 6, 2016.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

4:00 p.m.

Public Hearing on PCA 2006-PR-027 (WM/Olayan Holdings, LLC) to Amend the Proffers for RZ 2006-PR-027 Previously Approved for Residential Development to Permit Modifications to the Proffers, Located on Approximately 3.19 Acres of Land Zoned PDH-30, HC (Providence District) (Concurrent with SEA 00-P-050-02)

and

Public Hearing on SEA 00-P-050-02 (WM/Olayan Holdings LLC) to Amend SE 00-P-050 Previously Approved for Commercial Parking in a Residential District to Permit Modifications to Development Conditions, Located on Approximately 3.19 Acres of Land Zoned PDH-30, HC (Providence District) (Concurrent with PCA 2006-PR-027)

This property is located at 3887 Fairfax Ridge Road, Fairfax, 22030. Tax Map 56-2 ((1)) 18A

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 16, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend the following action to the Board of Supervisors:

- Approval of PCA 2006-PR-027, subject to proffers consistent with those dated July 21, 2016;
- Approval of SEA 00-P-050-02, subject to the Development Conditions dated July 6, 2016; and
- Reaffirmation of the previously-approved waivers and modifications, which include:
    - Modification of the loading space requirement for Land Bay A;
    - Modification of transitional screening requirements;
    - Waiver of the barrier requirements along I-66;
    - Waiver of the barrier requirement along Route 50 and I-66;
    - Waiver of the on-site stormwater management requirement in favor of the regional pond constructed on Land Bay A; and

- Waiver of open space to that shown on the CDP/FDP.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

4:00 p.m.

Public Hearing to Expand the Little Rocky Run Community Parking District (Sully District)

ISSUE:
Public Hearing to consider a proposed amendment to Appendix M, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Little Rocky Run Community Parking District (CPD).

RECOMMENDATION:
The County Executive recommends that the Board adopt the amendment to the Fairfax County Code shown in Attachment I to expand the Little Rocky Run CPD.

TIMING:
On June 21, 2016, the Board authorized advertisement of a Public Hearing to consider the proposed amendment to Appendix M, of the *Fairfax County Code* to take place on July 26, 2016, at 4:00 p.m.

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

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

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

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

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

The parking prohibition identified above for the Little Rocky Run 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 $800 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Amendment to *The Fairfax County Code*, Appendix M (CPD Restrictions)
Attachment II: Area Map of Proposed Little Rocky Run CPD

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

Attachment I

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-36 Little Rocky Run Community Parking District

(a) *District Designation*.

(1) The restricted parking area is designated as the Little Rocky Run Community Parking District.

(2) Blocks included in the Little Rocky Run Community Parking District expansion are described below:

Braddock Road (Route 7759)

From Old Centreville Road to the eastern property boundary of parcel 54-4((01))(00)83B, south side only.

Old Centreville Road (Route 858)

From the northern property boundary of parcel 65-2(04)B to the southern property boundary of parcel 65-2(04)A, east side only.

(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 Little Rocky Run 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

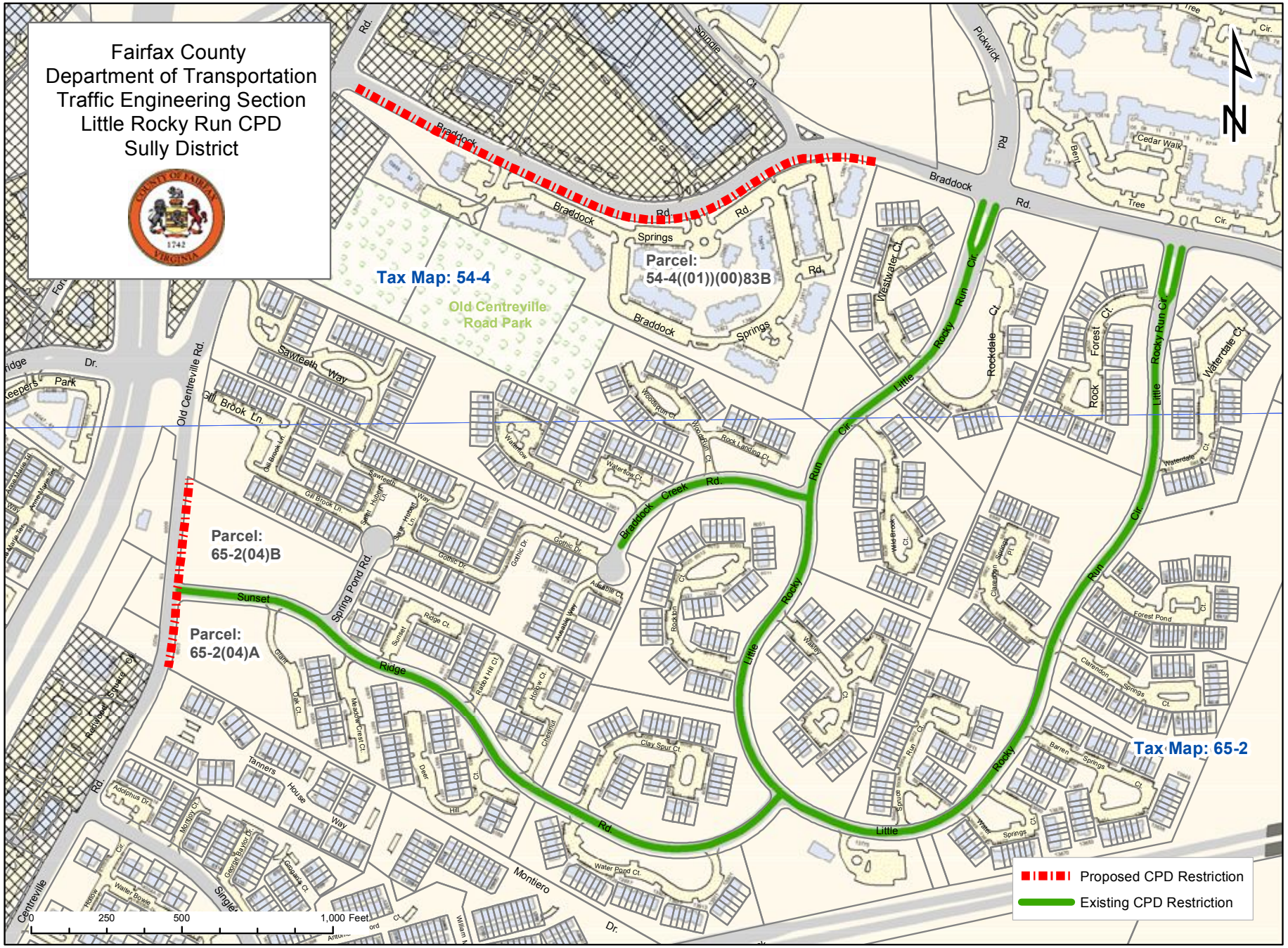
public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip or (iv) restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

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

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

FAIRFAX COUNTY CODE §82-5B

Attachment II



Board Agenda Item
July 26, 2016

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2014-III-FC2, Located West of West Ox Road Between Monument Drive and Lee-Jackson Memorial Highway (Route 50) (Springfield District)

ISSUE:
Plan Amendment (PA) 2014-III-FC2 proposes to amend the Comprehensive Plan guidance for an approximately 22.8-acre area known as the Fairfax Towne Center, located west of West Ox Road between Monument Drive and Lee-Jackson Memorial Highway (Route 50), in Sub-unit J1 of the Fairfax Center Area. The subject area is currently planned for residential use at two dwelling units per acre at the Baseline Level, Office/Mixed Use up to an intensity of 0.35 floor area ratio (FAR) at the Intermediate Level, and Office/Mixed use up to 0.45 FAR at the Overlay Level. A Plan option recommends the addition of a building in the western parking lot that may include up to 20,000 square feet of ground floor retail and up to four additional residential floors. The amendment considers mixed-use redevelopment of the shopping center that may include multifamily residential, retail/commercial, hotel, and office uses up to a maximum intensity of 1.2 FAR.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 15, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors the adoption of the Planning Commission alternative for PA 2014-III-FC2, as shown on a handout dated June 15, 2016. Attachment I contains the Planning Commission Verbatim and Recommendation, and Attachment II contains the handout of the Planning Commission alternative, dated June 15, 2016.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – June 15, 2016
Board of Supervisors' public hearing – July 26, 2016

Board Agenda Item
July 26, 2016

BACKGROUND:
On June 17, 2014, the Board of Supervisors authorized PA 2014-III-FC2 for Tax Map Parcel 46-3 ((1)) 24A in the Fairfax Center Suburban Center to consider an amendment to the Comprehensive Plan guidance to facilitate redevelopment of the shopping center as a mixed-use center that may include multifamily, retail/commercial, hotel, and offices uses up to 1.2 FAR. The Board of Supervisors further directed staff to review the appropriateness of the subject property redeveloping as a mixed-use development in a manner consistent with sound land use policy and at the same time advance the important policy goal of creating mixed-use centers.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim and Recommendation, dated June 15, 2016.
Attachment II: Planning Commission Handout, dated June 15, 2016.

The Staff Report for 2014-III-FC2 has been previously furnished and is available online at: http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2014-iii-fc2.pdf

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

PA 2014-III-FC2 – FAIRFAX TOWNE CENTER PLAN

After Close of the Public Hearing

Vice Chairman de la Fe: Okay, the public hearing is closed. Mr. Murphy.

Commissioner Murphy: Thank you very much, Mr. Chairman. This is a great opportunity to redevelop a commercial center that needs redevelopment. It's in a key area of Fairfax Center, which is geared towards high density – providing housing for a lot of people and businesses for a lot of folks. And as staff indicated, the Amendment would modify the Plan to recommend a new option at the overlay level for mixed-use redevelopment on the subject property of up to a 0.8 floor area ratio – or FAR – that may include multifamily residential, retail/commercial, hotel, and/or office uses. How that's going to mix – if those possibilities are not specific now – they will be specific, if and when, a rezoning is filed. As I mentioned, the Springfield District Land Use Committee unanimously recommended a maximum intensity of 0.8 FAR after listening to the citizens at the meeting as an alternative to the authorized maximum intensity, to preserve the Plan's policy of transitioning from the core – to suburban neighborhoods and minimizing mitigation measures necessary for increased automobile trips. And a lot of the issues that were brought up tonight, as I mentioned, were actually rezoning issues – if and when the Board of Supervisors approves this Plan Amendment. So therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS TO ADOPT A PLANNING COMMISSION ALTERNATIVE FOR PLAN AMENDMENT 2014-III-FC2, AS FOUND ON MY HANDOUT DATED JUNE 15TH, 2016. THIS IS A SLIGHT MODIFICATION TO THE STAFF RECOMMENDATION TO ALLOW MORE FLEXIBILITY PERTAINING TO THE MIXTURE OF LAND USES AND DRIVE-THROUGH USES AND TO MAKE A FEW MINOR EDITORIAL CHANGES.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman Murphy: Opposed? The motion carries. Thank you very much.

Commissioner Murphy: Thank you very much.

//

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

JLC

PLANNING COMMISSION HANDOUT

June 15, 2016

Chairman Peter Murphy, Springfield District
Planning Commission Public Hearing and Decision

Plan Amendment 2014-III-FC2

Motion:

As staff indicated, the amendment would modify the Plan language for Tax Map Parcel 46-3 ((1)) 24A to recommend a new option at the overlay level for mixed-use redevelopment on the subject property up to a 0.8 floor area ratio (FAR) that may include multifamily residential, retail/commercial, hotel, and/or office uses. This redevelopment would have the potential to become a more vibrant destination for the residents and employees in the area. Staff has indicated that the proposed mixed-use option would be consistent with the Fairfax Center Area-Wide Recommendations provided the redevelopment relates positively to the transportation and open space networks.

The Springfield District Land Use Committee unanimously recommended a maximum intensity of 0.8 FAR as an alternative to the authorized maximum intensity, to preserve the Plan's policy of transitioning from the core to suburban neighborhoods and minimizing mitigation measures necessary for increased automobile trips.

Mr. Chairman, I move that the Planning Commission recommend to the Board of Supervisors the adoption of a Planning Commission alternative for Plan Amendment 2014-III-FC2, as found on my handout dated June 15, 2016. This is a slight modification to the staff recommendation to allow more flexibility pertaining to the mixture of land uses and drive through uses and to make a few minor editorial changes.

End of Motion

PLANNING COMMISSION ALTERNATIVE
Plan Amendment 2014-III-FC2

Modifications to the Comprehensive Plan are shown as underlined for text to be added and as ~~strikethrough~~ as text to be deleted. Planning Commission modifications are indicated in double underline, strikethrough, and yellow highlight.

MODIFY: Fairfax County Comprehensive Plan, 2013 Edition, Area III, Fairfax Center Area, as amended through October 20, 2015, Land Unit J, Recommendations, Land Use, page 71, 79-80:

"**Sub-unit J1**

This sub-unit is planned for office mixed-use development at the overlay level. ~~The planned linear park on the southern edge will be a major amenity and pedestrian corridor for the area and must be preserved.~~ This sub-unit represents a transition between the mixed-use Suburban Center core area to the east and the non-core area to the west and south. Excellence in site planning and design is expected of any development in this sub-unit, particularly since the unit occupies such a highly visible location. As an option at the overlay level, residential, office, hotel, and/or retail/commercial mixed-use redevelopment may be appropriate up to an intensity of 0.8 FAR on Tax Map Parcel 46-3((1))24A. ~~the land area currently used for parking at the western end of the shopping center plaza may be appropriate for additional development of at least 10,000 square feet of retail use but no more than 20,000 square feet. A mix of residential and retail use may be appropriate if retail use is integrated into the development on the first floor facing the shopping center plaza and the residential development does not exceed four stories.~~ Redevelopment should become a focal point for the area, designed as a pedestrian-oriented, mixed-use town center that is more urban in character. Surface parking lots should be infilled with mixed-use development, well-connected urban parks, and structured parking. High quality design and landscaping should be employed to mitigate impacts on the adjacent residential use. Safe and efficient pedestrian connections should be provided to link the mix of uses in this sub-unit. ~~In order to implement these objectives, t~~The following conditions should be met to implement this option:

- A coordinated development plan should be provided that defines both the ultimate vision and any phasing of the redevelopment. All phases should incorporate enhancements to the pedestrian environment for residents, visitors and workers.

- Higher intensities should be generally clustered on the northeastern portion of the subunit and along West Ox Road to consolidate the mixed use area and minimize visual impacts to the adjacent residential neighborhoods to the west, to the extent possible. New development should articulate building heights and massing to respond to the scale of adjacent uses and provide a gradual transition in height toward the residential areas to the west.

- The land area currently used for parking at the western end of the shopping center plaza may be appropriate for residential development with 10,000 to 20,000 square feet of retail use integrated into the development on the first floor facing the shopping center plaza. The residential development should not exceed four stories.

- Building articulation of the new development, including ground floor use and design, should utilize distinct architectural treatment and avoid large, monotonous areas of building wall as much as possible. Building frontage should typically follow new interior street geometry. In addition, attention should be paid to improving the street edge along West Ox Road, which

should complement the development on the opposite side of the roadway through building orientation and placement, and high quality building design and landscaping. Small, individual pad sites and drive-through uses should be ~~prohibited~~ discouraged.

- Smaller, more walkable blocks; enhanced transit stop(s) serving the site and pedestrian connections to and from the stop(s); and comfortable and convenient connections to usable open space areas, between buildings, and pedestrian facilities on all internal streets are encouraged to improve the pedestrian environment.

- A network of well-connected, usable public spaces should be provided in accordance with the Urban Parks Framework. Plazas and open spaces should be designed to function as public places for people to gather and linger. The existing central plaza and the linear park along Monument Drive should be enhanced and form the basis for the network. The central plaza should be highly visible as you enter the site from West Ox Road, designed for optimal use, and complemented by the building design and land uses surrounding it. The plaza should be supported by secondary open space areas that are distributed throughout the site, including ~~a~~the linear park along Monument Drive.

- The development should address the increased need for recreation facilities to serve future residents and office workers by providing convenient access to active recreation facilities and/or through a contribution to the Park Authority for the construction or improvement of nearby offsite recreation facilities that will be impacted.

- A well-connected trail and sidewalk system should be incorporated into the design that promotes walkability and bike-ability internally as well as connections to the surrounding areas. Special attention should be given to improving the safety of the crossing at West Ox Road and Legato Road for pedestrians.

- Any remaining surface parking lots are expected to provide continuous, attractive and safe pedestrian routes through them, as part of an overall circulation plan. Additional landscaping should be provided in the remaining surface parking to improve and coordinate connections through parking areas.

- Automobile circulation should be improved within the site through the establishment of a grid of streets and at access points by promoting the usage of the Monument Drive entrance through design and signage. This should be balanced by the need to encourage pedestrian activity.

…

LAND UNIT SUMMARY CHART – LAND UNIT J

Sub-units	Approximate Acreage
J1	41
J2	41.5
J3	3.5
J4	17
J5	133

Sub-units	Recommended Land Use	Intensity/ FAR	Density Units/Acre
Baseline Level			
J1, J4	RESIDENTIAL		2
J2	OFFICE; RESIDENTIAL	.25	5
J3	INSTITUTION; OFFICE	.15 .25	
J5	MIXED-USE **	.15	
Intermediate Level			
J1, J4	OFFICE/MIX	.35	
J2	OFFICE/MIX	.55	
J3	INSTITUTION; OFFICE	.50 * .55	
J5	MIXED-USE **	.25	
Overlay Level			
J1	OFFICE/MIX	.45****	
J2	OFFICE/MIX; *** HOTEL	1.0 300 Room	
J3	OFFICE	1.0	
J4	OFFICE/MIX	.50	
J5	MIXED-USE **	.65	

LAND UNIT SUMMARY CHART – LAND UNIT J
(continued)

* See text for J3 conditions for high-intensity institutional or office uses.

** See text for the recommended mixture of uses for this sub-unit.

*** See text for overlay level recommendations for Tax Map 46-3((1))40, 41B, 41C and 51, as well as for Tax Map 46-3((1))36E.

**** See text for J1 for an option at the overlay level.

Note: Part of these sub-units is within the Water Supply Protection Overlay District.

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.

Board Agenda Item
July 26, 2016

4:30 p.m.

Public Hearing to Lease County-Owned Property at 7936 Telegraph Road to Cellco Partnership D/B/A Verizon Wireless (Lee District)

ISSUE:
Public hearing to lease County-owned property to Cellco Partnership D/B/A/ Verizon Wireless ("Verizon Wireless") for the installation of telecommunications equipment for public use at the existing monopole at the Kingstowne Fire Station located at 7936 Telegraph Road.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to lease County-owned property at 7936 Telegraph Road to Verizon Wireless.

TIMING:
On July 12, 2016, the Board authorized a public hearing to lease County-owned property at 7936 Telegraph Road to Verizon Wireless.

BACKGROUND:
The Board of Supervisors is the owner of the Kingstowne Fire Station facility located at 7936 Telegraph Road on a County-owned parcel identified as Tax Map Number 100-1 ((1)) 16. The site is currently improved with a 150-foot telecommunications tower positioned at the rear of the property. The County has an existing lease with Crown Castle International Corp. ("Crown Castle") for the equipment on the monopole, and Crown Castle has subleases with two other providers, Cricket Wireless and T-Mobile. The lease generated approximately $36,000 for FY15 from the three occupants of the monopole.

Verizon Wireless has entered into an agreement with Crown Castle to co-locate 12 panel antennas on the monopole. This proposal would also require installation of a backup generator and related ground equipment on a 16 foot by 14 foot portable equipment platform that will be placed on County-owned land that is not part of the area leased to Crown Castle by the County. Consequently, Verizon Wireless must enter into a separate agreement with the County for the placement of the ground equipment. Both the antenna and its mounting will be of a color and finish that match that of the existing monopole, and an 8-foot high wooden fence will screen the equipment compound.

Staff negotiated the proposed terms of the agreement for the ground equipment with Verizon Wireless and generated a revised form of ground lease with updated provisions that reflect recent changes in the telecommunications industry and County procedures. The term of the lease is 5 years with four 5-year extensions. The lease fee will be $12,000 for the first year with an annual increase of 3% thereafter. The lease requires

Verizon Wireless to avoid any activity that would interfere with the daily operations at the fire station.

In anticipation of the proposed lease, Verizon Wireless submitted its plans to the Planning Commission in application FS-L15-29. On January 27, 2016, the Planning Commission approved the telecommunications facility set forth in application FS-L15-29 as in substantial conformance with the recommendations of the Comprehensive Plan and confirmed that the facility should be considered a "feature shown," pursuant to Section 15.2-6409 of the *Code of Virginia*, as amended.

FISCAL IMPACT:
The proposed monopole license will generate approximately $12,000 in revenue the first year with a three percent (3%) increase each subsequent year. All revenue will be deposited in the general fund.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map 100-1 ((1)) 16
Attachment 2 – Draft Lease Agreement

STAFF:
David J. Molchany, Deputy County Executive
José A. Comayagua, Jr., Director, Facilities Management Department

ATTACHMENT 1

ATTACHMENT 2

LEASE AGREEMENT BETWEEN THE FAIRFAX COUNTY BOARD OF SUPERVISORS AND CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

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	Exhibit A	Major Components of Lessee's Equipment
	Exhibit B	Site Plan

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THIS REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease"), is entered into this _____ day of _____, 2016 (the **"Effective Date"**), between the **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 **("Lessor")**, and **CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**, a Delaware general partnership company, having an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) **("Lessee"),** and the parties mutually agree as follows:

Whereas, Lessee intends to co-locate on the monopole (the "**Tower**") located on the Parcel described below, which Tower was constructed pursuant to a separate Real Property Deed of Lease Agreement with Crown Castle between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, Virginia and AMERICAN PCS, LTD. Trading as American Person Communication dated, March 16, 1996, assumed by Crown Castle (the "**Crown Tower Lease**"), and

Whereas, Lessee is entering into a separate lease agreement with Crown Castle to install Lessee's antennas and related equipment on the Tower ("**Lessee's Tower Lease**"), and Lessor and Lessee are entering into this Lease to permit Lessee to install its ground-based equipment to service Lessee's antennas and other tower equipment.

Whereas Lessee desires to lease from the Lessor the Premises described below for the purpose of the operations as further described in this Lease;

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Leased Premises.

Lessor is the owner of a parcel of land located at 7936 Telegraph Road, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as PIN 100-01-0016, and in Deed Book 8859, Page 720, hereinafter referred to as the **"Parcel"**. A portion of the Parcel that constitutes approximately 64 square feet of ground space is delineated "Premises" on the attached **Exhibit A** and is hereinafter referred to as the **"Premises"**. Lessor is willing to permit Lessee to use the Premises for the purposes and in accord with the terms and conditions set forth in this Lease. Lessee shall install and operate its Facilities, as defined below, on the Premises.

"Facilities," as used herein, means Lessee's wireless communications facility, which may include an equipment platform, power and telephone utility pedestals, back-up power generator, and cabinets and related cables and utility lines and a location based system, including without limitation, coaxial cables, base units and other associated antennas,

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equipment, cables, accessories and improvements, the major components of which are more specifically described on **Exhibit A** attached hereto.

2. Use of Premises.

(a) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises as described in **Exhibit B** in the configuration shown on **Exhibit B**, together with the non-exclusive use of that area between the Premises and the Tower for Lessee's ice bridge, cables, conduits and pipes, in the location as shown on **Exhibit B**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the portion of the Premises shown on **Exhibit B** to install, operate, maintain, repair, replace, protect and secure the Facilities, as set forth herein, or as subject to the written approval of Lessor.

(b) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 6, the right to install and operate: (i) underground electric lines from the existing "Utility Frame", as shown on **Exhibit B**, to the Premises, (ii) underground communication lines from the existing "Telco Box", as shown on **Exhibit B**, to the Premises, and (iii) a partially above-ground and partially underground natural gas line and related facilities from that point on the Parcel shown on **Exhibit B** to the Premises. Lessee acknowledges it will file the necessary application to seek utility easements and pay all fees for such in a separate process through the Planning Division of the Department of Planning and Zoning.

(c) All portions of the Facilities brought onto the Premises by Lessee shall remain the Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the term, so as long as Lessee is not in default. Upon the termination of the Lease, the Facilities and any foundation shall be removed entirely from the Premises by the Lessee no later than ninety (90) days after the date of the termination of the Lease. Lessee shall verify and confirm in writing that all public service corporations and communication utility company(s) that were granted easements pursuant to Lessee's use of the Premises to have equipment on the Premises have been removed at the Lessee's expense and Lessee shall restore the Premises to an open area to the reasonable satisfaction of Lessor and which is free of any equipment, foundations, concrete mounting pads, grounding devices, easements or utilities and which has been graded and seeded. All such easements and Facilities shall be vacated at the Lessee's expense.

(d) Lessor grants Lessee a non-exclusive license for ingress and egress to the Premises as shown on **Exhibit B**; and a non-exclusive license to the extent of the Lessor's interest therein to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for maintenance, unscheduled repairs and other emergencies.

(e) Except for the Premises (as described in **Exhibit B**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems

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appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(f) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 10); except as allowed by, and in full compliance with, applicable law, for the use of such materials and substances that are ordinary and customary for wireless communications facilities similar to the one operated at the Premises. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state of local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This paragraph shall survive the termination of this Agreement.

(g) Any modifications of the Facilities or the addition of new Facilities shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Agreement, by Lessor or any other party and/or the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.

3. Term.

(a) This Agreement shall be effective as of the Effective Date. Subject to the terms and conditions of this Agreement, the initial term of this Lease **("Initial Term")** shall begin on the **Commencement Date** (as defined below) and end at 11:59 P.M. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date. The term "Commencement Date" shall mean the earlier to occur of: (i) the first day of the month in which Lessee commences installation of its Facilities at the Premises, or (ii) the first day of the month in which the date occurs that is one hundred twenty (120) days after the Effective Date. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Lessee commences installation of its Facilities at the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required.

(b) Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Agreement if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental

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Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; (iii) interference by or to Lessee's operation cannot be resolved; (iv) the Crown Tower Lease or Lessee's Tower Lease has expired or been terminated early; or (v) the Premises are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Lessee's reasonable judgment to affect adversely Lessee's use of the Facilities. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Agreement within one hundred twenty (120) days after the occurrence of any of the foregoing described events which is the basis of termination.

Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Agreement, this Agreement shall automatically renew subject to the provisions of this Paragraph 3(c) for four (4) additional periods of five (5) years each (the **"Renewal Term"**) upon the same terms and conditions contained herein; provided, however, that the annual lease fee provided for in Paragraph 4 shall be adjusted at the commencement of each Renewal Term as provided in Paragraph 4. The Agreement shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to Lessor of its intention not to renew this Agreement.

(c) Notwithstanding anything herein to the contrary, Lessor shall have the right to terminate this Agreement on not less than one hundred and eighty (180) days written notice if the Crown Tower Lease has expired or terminated early (and has not be replaced with a new lease). If this Agreement is not renewed or terminated as set forth herein, the option(s) remaining shall be rendered null and void. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Agreement to the "Term" hereof shall include, where appropriate, the Initial Term and all Renewal Terms so effected.

4. Lease Fee.

(a) Commencing upon the Commencement Date, Lessee shall pay to Lessor a non-refundable annual lease fee, as rent, in accordance with the following schedule during the Initial Term:

Year 1	$12,000.00
Year 2	$12,360.00
Year 3	$12,730.80
Year 4	$13,112.72
Year 5	$13,506.11

(b) If the Lease is renewed for any Renewal Term, Lessee shall pay to Lessor a non-refundable annual lease fee in an amount equal to 103% of the annual lease fee in effect during the previous lease year, which increase shall be effective on each anniversary of the Commencement Date occurring during the Renewal Term(s).

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(c) Lessor and Lessee acknowledge and agree that initial rental payment for Year 1 may not actually be sent by Lessee until ninety (90) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is March 1 and no written acknowledgement confirming the Commencement Date is required, Lessee shall send to the Lessor the annual rental payment for Year 1 by May 30, and if the Commencement Date is March 1 and a required written acknowledgement confirming the Commencement Date is dated March 14, Lessee shall send to the Lessor the annual rental payment for Year 1 by June 12. Thereafter, annual payment shall be due on or before the anniversary of the Commencement Date. All rent hereunder shall be paid without notice, demand, deduction or setoff.

(d) If Lessee fails to pay any installment of lease fees by the fifth (5th) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess. Notwithstanding the foregoing, Lessor shall waive such late fee and interest with respect to the first late payment in any five (5) year period if Lessee makes the required payment within ten (10) days after delivery of written notice from Lessor that the same is overdue.

Lessee and Lessor agree that Lessee shall not permit any other carriers on the Premises nor shall it transmit any other carrier's signal from the Premises.

5. Cost Reimbursement

Lessee shall pay Lessor, as additional rent and as a reimbursement of costs incurred by Lessor for preparing, reviewing and negotiating, this Agreement, the sum of Two Thousand and 00/100ths Dollars ($2,000.00), which shall be due and payable within ninety (90) days after the date of full execution of this Agreement.

6. Modification of the Premises.

(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions for Lessee's use of the Premises, which is attached hereto as Exhibit A. Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(b) Except as otherwise set forth herein, any alterations, modifications or additions (any an "**Alterations**") to the Facilities at the Premises shall require Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed provided the proposed Alterations are reasonable and customary for the type of communications facility contemplated by this Lease. Notwithstanding the foregoing, but provided the same otherwise comply with all of the terms and conditions of this Lease, Lessee shall have the right to make the following Alterations to the Facilities at the Premises without Lessor's consent: (i) any Alteration that is exclusively within the interior of Lessee's equipment cabinet(s), (ii) any Alteration that is in the nature of a repair, maintenance work or replacement/substitution of a piece of equipment (or component thereof) with a substantially similar piece of equipment (or component thereof), and/or (iii) the addition of an equipment cabinet on Lessee's equipment platform provided the same is of similar structure and dimension as the cabinet(s) shown or described on **Exhibit A** attached hereto.

(c) All Alterations will comply with the terms set forth in this Agreement and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.

(d) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the Alterations. If damage to the Parcel and/or equipment occurs then, Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(e) If any Alterations should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

7. Interference.

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within twelve (12) hours of receipt of notification from the Lessor and if the interference is not corrected within one (1) day of receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced (except that Lessee shall be able to intermittently test the Facilities at times reasonably approved by Lessor).

Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing, or previously approved on the Parcel as of the execution date of this Agreement. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of notice from Lessor, and if the interference is not corrected within five (5) days of receipt of written notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said five (5) days), the Facilities causing such interference shall be powered down until Lessee is able to repair or replace the interfering equipment (provided that Lessee shall be able to intermittently test the Facilities at times reasonably approved by Lessor).

All notices under this Section 7(b) shall be made to Lessee's emergency contact number at its Network Operations Center: 1-800-852-2671.

(c) Lessor agrees that any future lease or license it executes with other parties for use of the Parcel will include a clause that prohibits the lessee or licensee from installing such equipment that is of the type and frequency which causes harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee.

(d) In the event of noncompliance with the provisions of this Section 7, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

8. Condition of the Premises.

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

9. Maintenance and Repairs of Facilities.

The parties acknowledge and agree that: (i) Lessee is constructing a new board-on-board wooden fence on the Parcel as depicted on **Exhibit B** attached hereto (the "**New Fence**"), (ii) Lessee shall cause the New Fence to be constructed and installed in a good and workmanlike manner with new materials of good quality, (iii) Lessor shall have the right to require, by written notice to Lessee, that Lessee remove the New Fence upon the expiration or earlier termination of this Lease, provided if Lessor does not provide such notice to Lessee, then upon the expiration or earlier termination of this Lease, the New Fence shall automatically become the property of Lessor without any further action of the parties, with title vesting in Lessor, and this Agreement shall act as a bill of sale therefor. During the term of this Lease, Lessee shall maintain, repair or replace (or cause Crown Castle to maintain, repair or replace) the New Fence. Lessor agrees to reasonably assist and cooperate with Lessee at Lessee's

expense to seek reimbursement for repairs related to any damage caused to the New Fence by Lessor's other tenants on the Parcel. Nothing contained in this Lease shall be construed to impose upon Lessor any duty or obligation to ensure other tenants do not damage the New Fence, and Landlord shall not be liable to Tenant for such damage caused by any other tenant, its employees, agent, business invitees, licensees, customers, clients, or guests.

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the term of this Agreement. Lessee shall promptly and diligently respond to any request by Lessor for any such maintenance or repair.

10. Indemnification.

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Agreement; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify Lessor for claims solely arising out of the negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.

11. Insurance.

(a) Lessee shall acquire, maintain and pay for commercial general liability insurance with a limit of Two Million Dollars ($2,000,000) per occurrence for bodily injury and property damage and Two Million Dollars ($2,000,000) general aggregate insuring against claims occurring upon the Premises and/or arising from Lessee's use thereof. Insurance shall include Lessor as an additional insured as their interest may appear under this Agreement, and shall otherwise be reasonably satisfactory to Lessor. Such insurance must be issued by an insurance company licensed, authorized or permitted to conduct business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A- and a Financial rating of

at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the term of this Agreement, (ii) each anniversary of the Commencement Date, and (iii) at any other time during the term of this Agreement upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of the Lessee's equipment and other property. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Agreement upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 15 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of its equipment and other property and for restoration of the Parcel and this provision shall not limit Lessee's obligation to restore the site to its original condition.

12. Liens.

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Parcel, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof. Upon the completion of the construction of the Facilities or upon the completion of any approved modifications thereto, Lessee shall obtain and provide to Lessor lien waivers from all contractors and subcontractors which provided services or materials in connection with the construction or modification of the Facilities.

13. Compliance with Laws.

Lessee shall, at is expense, throughout the term of this Agreement, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all reasonable costs and expenses incurred thereby.

14. Representations and Warranties.

Lessee represents and warrants to Lessor that (i) it is a partnership duly formed and validly existing under the laws of the State of Delaware, (ii) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Agreement, (iii) the person executing this Agreement on its

behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Agreement.

15. Termination.

Upon the expiration or earlier termination of this Agreement, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 2(c) of this Agreement, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the premises more than ninety (90) days after the expiration or termination of this Agreement, Lessee shall pay to Lessor for such holding over a license fee per month equal to 10% of the annual installment of the license fee which accrued during the immediately preceding term. The license fee for such holding over shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Agreement, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the license fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 10, 12 and 15, 18 and 21 of this Agreement shall survive termination of this Agreement.

16. Default.

If Lessee shall fail to pay when due any of the installments of the lease fee provided for herein or any other sum accruing pursuant to the terms of this Agreement, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of license fee installments, and such failure shall continue for thirty (30) days after written notice from Lessor (provided Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event shall such extended cure period exceed 60 days), or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Agreement, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Agreement at its sole discretion and pursue its remedies hereunder, at law or in equity.

17. Authorized Representative

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee (**"Authorized Representatives"**) who can, from time-to-time, and as needed, assist in answering questions or any accounting discrepancies. The Authorized Representative is:

LESSOR:

Name:	Kaylynn Kingery
Title:	Leasing Manager
Email Address:	Kaylynn.kingery@fairfaxcounty.gov
Direct Phone Line:	703-324-2836

LESSEE:

Name:	Brian Stover
Email Address:	brian.stover@verizonwireless.com
Direct Phone Line:	301-512-2459

Or such other employee designated by Lessee from time to time.

18. Notices.

All notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Fairfax, Virginia
Attn: Leasing Manager
12000 Government Center Parkway, Suite 424
Fairfax, VA. 22035
And County Attorneys Office
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035

Lessee:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

19. Assignment.

(a) This Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its

principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide Lessor with notice of any such sale, assignment or transfer within a reasonable time thereafter. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Lessee shall not sublet the Premises without Lessor's prior written consent in each instance. The original Lessee hereunder, Cellco Partnership, shall not be released or discharged in connection with any sale, assignment or transfer of this Lease by the Lessee hereunder.

(b) This Agreement shall not be interpreted to create anything other than a lease and shall not create any other right, title or interest in the property or Premises, nor shall it create an easement. In the event of any assignment or sub-license, Lessee agrees that it shall remain liable for all obligations hereunder. No other parties are permitted use of the Premises without written permission of Lessor. Furthermore, no other party's equipment shall be permitted at the Premises without written permission of Lessor.

20. Miscellaneous.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

21. Applicable Law.

This Agreement shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Agreement shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

22. Quiet Enjoyment.

Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises, subject to the terms and conditions herein contained.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date first above written.

WITNESS OR ATTEST:

LESSOR:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY

_____ (SEAL)

By: _____

Name: David J. Molchany

Title: Deputy County Executive

Date: _____

WITNESS OR ATTEST:

LESSEE:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

_____

By: _____

Name: Aparna Khurjekar

Title: Vice President – Field Network

Date: _____

EXHIBIT A

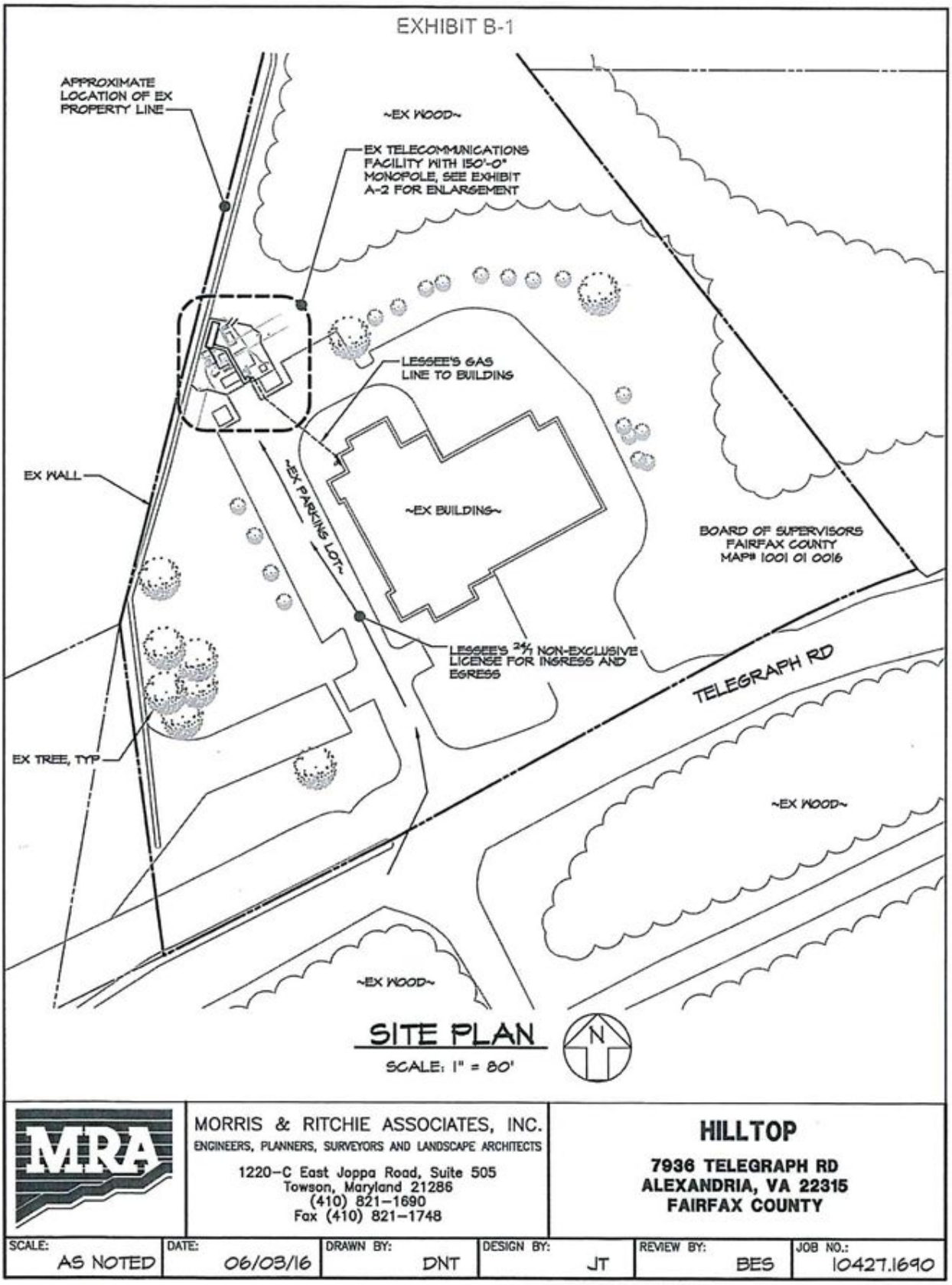
MAJOR COMPONENTS OF LESSEE'S FACILITIES

- 1 Steel platform
- Up to 3 Equipment Cabinets on platform
- 1 Emergency natural gas backup generator
- Requisite cables (coax/fiber) in support of installation
- Requisite cable support superstructure
- Meter Backboard with necessary meters, distribution boxes, safety lighting and appurtenances
- GPS antennas with supporting mounts and brackets

EXHIBIT B

SITE PLANS

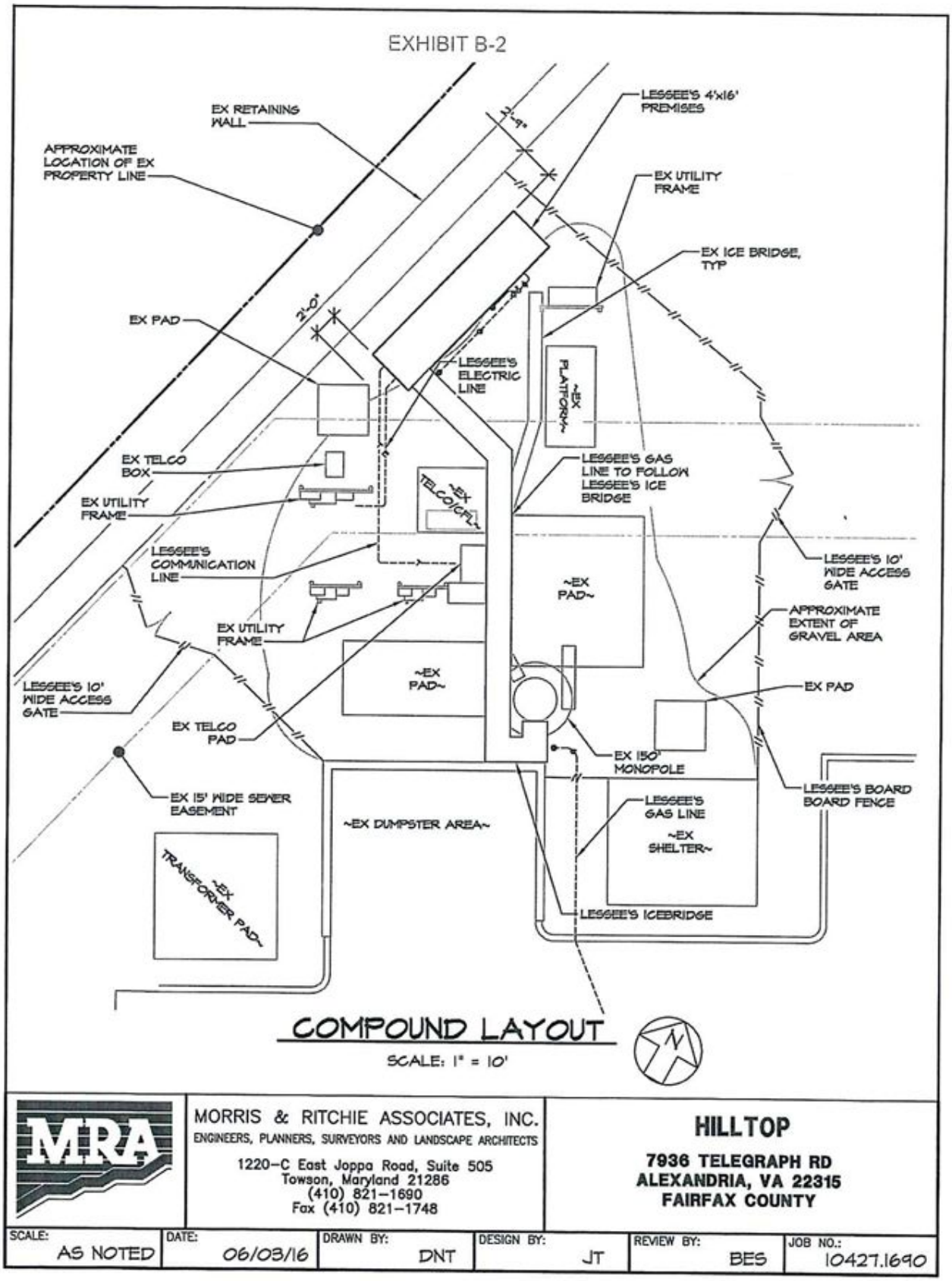
[see attached]



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

HILLTOP
7936 TELEGRAPH RD
ALEXANDRIA, VA 22315
FAIRFAX COUNTY

SCALE:	DATE:	DRAWN BY:	DESIGN BY:	REVIEW BY:	JOB NO.:
AS NOTED	06/03/16	DNT	JT	BES	10427.1690



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Board Agenda Item
July 26, 2016

4:30 p.m.

Public Hearing on RZ 2014-DR-022 (Basheer/Edgemoore-Brooks, LLC) to Rezone from R-A and R-E to R-E (Cluster) to Permit Residential Development with a Total Density of 0.37 Dwelling Units per Acre, Located on Approximately 51.97 Acres of Land (Dranesville District)

This property is located at approximately 600 feet East of Springvale Road and North of Parkerhouse Drive. Tax Map 7-2 ((1)) 17 and 23.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, June 15, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend to the Board of Supervisors approval of RZ 2014-DR-022, subject to the proffers dated May 31, 2016.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

4:30 p.m.

Public Hearing on RZ 2015-HM-012/ FDP 2015-HM-012 (Sekas Homes, LTD) to Rezone from I-5, PRC, and R-E to PDH-12 to Permit Residential Development with an Overall Density of 9.56 Dwelling Units per Acre and Approval of the Final Development Plan, Located on Approximately 4.60 Acres of Land (Hunter Mill District) (Concurrent with DPA –HM-117)

and

Public Hearing on DPA –HM-117 (Sekas Homes, LTD) to Permit an Amendment of the Development Plan for RZ B-846 to Permit Deletion of Land Area, Located on Approximately 22,834 Square Feet of Land Zoned PRC (Hunter Mill District) (Concurrent with RZ/FDP 2015-HM-012)

This property is located at the NorthEast quadrant of the intersection of Sunrise Valley Drive and Roland Clarke Place. Tax Map 17-4 ((14)) 1B1 and 2

This property is located at the East side of Roland Clarke Place, 400 feet North of its intersection with Sunrise Valley Drive. Tax Map 17-4 ((14)) 1B1

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 21, 2016, the Planning Commission voted 7-4 (Commissioners de la Fe, Flanagan, Migliaccio, and Murphy voted in opposition and Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Denial of RZ 2015-HM-012 and the Conceptual Development Plan; and

- Denial of DPA HM-117 that would permit the deletion of 22,834 square feet of land area from the PRC District.

In a related action, on Thursday, July 21, 2016, the Planning Commission voted 7-4 (Commissioners de la Fe, Flanagan, Migliaccio, and Murphy voted in opposition and Commissioner Lawrence was absent from the meeting) to deny the Final Development Plan, FDP 2015-HM-012.

Also in a related action, on June 16, 2016, the Planning Commission voted 10-0 (Commissioners Hedetniemi and Lawrence were absent from the meeting) to recommend that the Board of Supervisors direct staff to undertake a prioritized inventory of historic sites in the Reston area in conjunction with the Architectural Review Board, the History Commission, and other appropriate agencies.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
July 26, 2016

5:00 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern