FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 11, 2017

AGENDA

9:30	**Done**	Presentations
10:00	**Done**	Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1	**Approved**	Streets into the Secondary System (Mason District)
2	**Approved**	Extension of Review Period for 2232 Applications (Lee, Sully, Mason, Hunter Mill, Providence and Mount Vernon Districts)

ACTION ITEMS

1	**Approved**	Authorization of Fall 2017 School Bond Referendum
2	**Approved**	Approval of a Parking Reduction for Dwell Vienna (Providence District)
3	**Approved**	Approval of a Parking Reduction for the Proposed Lidl Grocery Store Located at 6801 Commerce Street in the Springfield Commercial Revitalization District (Lee District)
4	**Approved**	Endorsement of Design Plans for the Springfield Community Business Center (CBC) Commuter Parking Garage (Lee District)
5	**Approved**	Approval of and Authorization to Execute an Agreement with Capital One Bank (USA), NA, Associated with Use of the Capital One Center

CONSIDERATION ITEMS

1	**Ratified**	Bylaws for the Police Civilian Review Panel
10:10	**Done**	Matters Presented by Board Members
11:00	**Done**	Closed Session

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 11, 2017

	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 5 (Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial Interest)
3:30	**Public Hearing Deferred to 10/24/17 at 3:30 p.m.**	Public Hearing on PCA 2011-PR-011-02 (Cityline Partners, LLC) (Providence District)
3:30	**Approved**	Public Hearing on PCA 2006-SU-025-03/CDPA 2006-SU-025-02 (Regency Centers Acquisition, LLC/Toll VA VII, L.P., Co-Applicants) (Sully District)
3:30	**Approved**	Public Hearing on SE 2017-MA-005 (Fairfax County Board of Supervisors) (Mason District)
3:30	**Approved**	Public Hearing on PCA 2012-SU-010 (NVHI I, LLC and Chantilly AL Investors, LLC) (Sully District)
4:00	**Approved**	Public Hearing to Consider Parking Restrictions on Pennell Street (Providence District)
4:00	**Approved with Amendment**	Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 Relating to Election Precincts and Polling Places, and to Relocate, Divide, Consolidate, or Establish Precincts and Polling Places (Dranesville, Mount Vernon, Providence, Springfield, and Sully Districts)
4:00	**Approved**	Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create the Department of Land Development Services and Assign Administration of Chapters of the County Code to the Director of the New Department and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance
4:00	**Approved**	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Planned Residential Mixed Use (PRM) District – Use Limitations for Submission of Final Development Plan
4:30	**Approved**	Public Hearing on SEA 79-M-121-02 (Annandale Christian Community for Action Inc. (ACCA, Inc.)) (Mason District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 11, 2017

	PUBLIC HEARINGS (Continued)	
4:30	**Public Hearing Deferred to 9/12/17 at 3:30 p.m.**	Public Hearing on SEA 99-P-046-02 (Flint Hill School) (Providence District)
4:30	**Approved**	Public Hearing on PCA/CDPA 2010-PR-021-02 (Capital One Bank (USA), National Association) (Providence District)
4:30	**Approved**	Public Hearing to Consider Establishing Parking Restrictions on Holly Hill Road (Lee District)
4:30	**Approved**	Public Hearing on Amendments to Articles 2 and 3 of Chapter 3 of the Code of the County of Fairfax Re: Employees' and Uniformed Retirement Systems – Change in Social Security Offset to Service-Connected Disability Benefits
5:00	**Approved**	Public Hearing on an Amendment to the Code of the County of Fairfax, Chapter 126 (NOVA Arts and Cultural District)
5:00	**Approved**	Public Hearing on RZ 2016-PR-012 (Sekas Homes, LTD) (Providence District)

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
July 11, 2017

9:30 a.m.

PRESENTATIONS

Presentation of the Colors by the U.S. Army Continental Color Guard
and an element of the Old Guard Fife and Drum Corps

- PROCLAMATION – To designate July 9-15, 2017, as U.S. Army Week in Fairfax County. Requested by Chairman Bulova.

- CERTIFICATE – To recognize the Lake Braddock Secondary School Track Teams for their accomplishments this year. Requested by Supervisors Cook, Foust, Herrity and Smith.

- RESOLUTION – To recognize David Eisenman, general manager of the Reston Hyatt, for his years of service to the Fairfax County community. Requested by Supervisor Hudgins.

- RESOLUTION – To Eileen Curtis for her years of service and accomplishments as the president and CEO of the Dulles Regional Chamber of Commerce. Requested by Supervisors Foust, Hudgins and Smith.

- RESOLUTION – To Frank Vajda for his years of service on the Park Authority Board of directors. Requested by Supervisor Gross.

- PROCLAMATION – To designate July 2017 as Park and Recreation Month in Fairfax County. Requested by Supervisor Herrity.

— more —

Board Agenda Item
July 11, 2017

- PROCLAMATION – To designate September 2017 as Suicide Awareness Month in Fairfax County. Requested by Supervisor Cook.

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

Board Agenda Item
July 11, 2017

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
July 11, 2017

ADMINISTRATIVE – 1

Streets into the Secondary System (Mason District)

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

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

Subdivision	**District**	**Street**
Dean Subdivision	Mason	Columbia Pike Service Drive Victoria Oaks Trail

TIMING:
Routine

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Form

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

Attachment 1 Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 7238-SD-02

SUBDIVISION PLAT NAME: Dean Subdivision

COUNTY MAGISTERIAL DISTRICT: Mason

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/21/2017

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Columbia Pike Service Drive	Existing Columbia Pike Service Drive (Route 2951) - 311' SW CL Wyndhill Drive (Route 2170)	222' SW to Section Line	0.04
Victoria Oaks Trail	CL Columbia Pike Service Drive - 336' SW CL Wyndhill Drive (Route 2170)	337' N to End of Cul-de-Sac	0.06
		TOTALS:	0.10

NOTES:

Columbia Pike Service Drive: 4' Concrete Sidewalk on North Side to be maintained by Fairfax County.

Victoria Oaks Trail: 4' Concrete Sidewalk on West Side to be maintained by Fairfax County.

Board Agenda Item
July 11, 2017

ADMINISTRATIVE - 2

Extension of Review Period for 2232 Applications (Lee, Sully, Mason, Hunter Mill, Providence and Mount Vernon Districts)

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 16 applications as shown in Attachment 1.

TIMING:
Board action is required on July 11, 2017, to extend the review period of the applications noted above before their expiration date.

BACKGROUND:
Subsection B of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval." 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

Board Agenda Item
July 11, 2017

ENCLOSED DOCUMENTS:
Attachment 1 - Review period extension for 15 applications

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:

APPLICATION #	APPLICANT	ADDRESS	DISTRICT	ACCEPTED	EXTEND TO
2232-L17-18	DPWES	7039 Old Keene Mill Rd., Springfield	Lee	6/9/17	2/8/18
FS-Y17-14	Verizon Wireless	6335 Multiplex Dr., Centreville	Sully	4/4/17	9/1/17
FS-M17-15	Verizon Wireless	4217 John Marr Drive, Annandale	Mason	4/12/17	9/9/17
2232-H17-11	AT&T Mobility	2000 Chain Bridge Road, Vienna	Hunter Mill	4/24/17	9/21/17
2232-H17-1	AT&T Mobility	8411 Leesburg Pike, Vienna	Hunter Mill	5/15/17	10/12/17
2232-P17-12	AT&T Mobility	1600 Tysons Boulevard, Tysons	Providence	5/15/17	10/12/17`
2232-P17-13	AT&T Mobility	(Parcel 0294 10 0003A1), Tysons	Providence	5/15/17	10/12/17
2232-P17-14	AT&T Mobility	(Parcel 0294 10 B), Tysons	Providence	5/15'17	10/12/17
FSA-V15-16-1	Verizon Wireless	8504 Fort Hunt Road, Alexandria	Mount Vernon	5/15/17	10/12/17
FSA-V15-18-1	Verizon Wireless	1504 Wake Forest Drive, Alexandria	Mount Vernon	5/15/17	10/12/17
FSA-V15-17-1	Verizon Wireless	1601 Rollins Drive, Alexandria	Mount Vernon	5/15/17	10/12/17
2232-P17-3	AT&T Mobility	8025 Galleria Drive, Tysons	Providence	5/23/17	10/20/17
2232-P17-7	AT&T Mobility	1911 Chain Bridge Road, Tysons	Providence	5/23/17	10/20/17
2232-P17-19	AT&T Mobility	4110 Chain Bridge Road, Fairfax	Providence	6/6/17	11/3/17
2232-L17-24	T-Mobile	6550 Loisdale Court, Springfield	Lee	6/7/17	11/4/17
2232-H17-28	DPWES	1800 Cameron Glen Drive, Reston	Hunter Mill	6/14/17	2/13/18

Board Agenda Item
July 11, 2017

ACTION - 1

Authorization of Fall 2017 School Bond Referendum

ISSUE:
The Board of Supervisors approval of a Fairfax County Public Schools bond referendum totaling $315,000,000, as requested by the School Board, and adoption of the enclosed resolution requesting the Circuit Court to order a referendum on November 7, 2017, on the issuance of such bonds. A schedule of events is included as Attachment 1.

RECOMMENDATION:
The County Executive recommends that the Board adopt the enclosed resolution (Attachment 2) directing the County Attorney to petition the Circuit Court to order a school bond referendum on November 7, 2017.

TIMING:
Board authorization is requested on July 11, 2017, to provide sufficient time to obtain a court order and prepare for the referendum. Attachment 1 is the proposed fall 2017 bond referendum schedule of events. Staff will return to the Board with a Board Item on July 25, 2017, for authorization to print and distribute an explanatory County bond referendum statement (known as the “Plain English Statement”).

BACKGROUND:
On May 11, 2017, the Fairfax County School Board adopted a resolution for a School Bond referendum in the amount of $315,000,000 (Attachment 3). Details of the projects expected to be funded are included in Attachment 4. The School Board sizes the referendum to include the full cost of new construction and renovation projects with spending anticipated to occur over the course of a multi-year period. The referendum and bond sales have been accounted for within the FY 2018 – FY 2022 Adopted Capital Improvement Program (With Future Fiscal Years to FY 2027) as approved by the Board of Supervisors on April 25, 2017.

In Virginia, a referendum can be put on the ballot for consideration by the voters only if the referendum is ordered by the court. The attached resolution directs the County Attorney to provide a certified copy of the adopted Resolution to the Circuit Court and to petition it to order the referendum on the question as stated in Section 1 of the resolution. The law requires the Court to enter the order if the request is found to be “in proper order.” Upon entry of the order, the Clerk of Court is required to send copies to the State Board of Elections. The Fairfax County Electoral Board and General Registrar

will then prepare the ballots in time to make them available to voters beginning with absentee voting on September 22, 2017.

FISCAL IMPACT:
The School bond sales will be maintained in the annual amount of $155 million as part of the County's annual General Obligation bond sale. Future debt service payments have been incorporated into the County's long term debt ratio projections, and are referenced in the FY 2018 - FY 2022 Adopted Capital Improvement Program (With Future Years to FY 2027).

ENCLOSED DOCUMENTS:
Attachment 1 – Schedule of Events
Attachment 2 – Board of Supervisors Resolution Requesting an Order for a Referendum on the Issuance of Bonds in the Amount of $315,000,000 for Schools
Attachment 3 – Resolution Adopted by the School Board on May 11, 2017 Requesting a Bond Referendum
Attachment 4 – School 2017 Bond Referendum Project List

STAFF:
Joseph Mondoro, Chief Financial Officer
Dr. Steve Lockard, Interim Superintendent, Fairfax County Public Schools (FCPS)
Jeffrey Platenberg, Assistant Superintendent for Facilities and Transportation Services, FCPS
Kevin Sneed, Director, Design and Construction, FCPS
Joseph LaHait, Debt Coordinator, Department of Management and Budget

ASSIGNED COUNSEL:
Erin C. Ward, Senior Assistant County Attorney, Office of the County Attorney
Martin Desjardins, Assistant County Attorney, Office of the County Attorney

Attachment 1

Proposed Schedule of Events
Fall 2017 Bond Referendum – Schools

Date	Item
March 21, 2017	Budget Committee review of FY 2018 - FY 2022 Capital Improvement Program
April 25, 2017	FY 2018 Budget Markup & Approval of the FY 2018 - FY 2022 Capital Improvement Program
May 2, 2017	FY 2018 Budget Adoption
May 11, 2017	Fairfax County School Board Adopts School Bond Referendum Resolution
July 11, 2017	Board of Supervisors Adopts School Bond Referendum Resolution
July 18, 2017	Petition filed with Fairfax County Circuit Court for School Bond Referendum
July 25, 2017	Board of Supervisors Approval of Explanatory Bond Referendum Statement for School Bonds (Plain Language Explanation)
August 1, 2017 (est.)	Circuit Court orders School Bond Referendum
September 22, 2017	Absentee voting begins (required 45 days prior to election)
October 6, 2017	Publication of notice of election
November 7, 2017	Election Day; referendum held
November 14, 2017 (est.)	Referendum results certified by the County Electoral Board by this date

Attachment 2

Resolution to Request the Fairfax County Circuit Court to Order an Election on the Question of Whether Fairfax County, Virginia, Should be Authorized to Contract a Debt, Borrow Money, and Issue Bonds in the Maximum Aggregate Principal Amount of $315,000,000 to Finance the Cost of School Improvements

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 __, 2017, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Virginia Code § 15.2-2640 provides that before the governing body of a county can adopt a resolution asking the circuit court to order an election on the question of contracting debt and issuing bonds for school purposes, the local school board must, by resolution, request the governing body of the county to take such action; and

WHEREAS, on May 11, 2017, the Fairfax County School Board (the "School Board") adopted a resolution requesting the Board of Supervisors of Fairfax County, Virginia, to adopt a resolution asking the Fairfax County Circuit Court to order an election on the question of contracting a debt, borrowing money, and issuing capital improvement bonds of Fairfax County, Virginia, in the maximum aggregate principal amount of $315,000,000 for the purposes of providing funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the School Board has provided a certified copy of that resolution to the Clerk of the Board of Supervisors; and

WHEREAS, the Board of Supervisors concurs in the determinations and the request of the School Board as set forth in its resolution; and

WHEREAS, Virginia Code §§ 15.2-2610, 15.2-2611, and 24.2-684 provide the Fairfax County Circuit Court with the authority to issue an order for the conduct of an election; now, therefore,

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia:

Section 1. That the Circuit Court of Fairfax County, Virginia, is hereby requested to order a referendum on November 7, 2017, on the following question:

> Shall Fairfax County, Virginia, contract a debt, borrow money, and issue capital improvement bonds in the maximum aggregate principal amount of $315,000,000 for the purposes of providing funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system?

Section 2. That the County Attorney is hereby directed to provide the Fairfax County Circuit Court with a certified copy of this resolution and the resolution of the School Board, which was adopted on May 11, 2017, and to petition the Fairfax County Circuit Court for an order to conduct such a referendum as a special election in conjunction with the general election on November 7, 2017.

Section 3. That the members, officers, legal counsel, agents and employees of the Board, and the County are hereby authorized and directed to do all acts and things required of them under Virginia law to ensure that the referendum will be held as a special election in conjunction with the general election on November 7, 2017.

Given under my hand on this _____ day of ___ 2017

_____
Catherine A. Chianese
Clerk to the Board of Supervisors
County of Fairfax, Virginia

Attachment #3

FAIRFAX COUNTY SCHOOL BOARD
BOND REFERENDUM RESOLUTION

May 11, 2017

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, TO ASK THE CIRCUIT COURT FOR THE COUNTY TO ORDER AN ELECTION ON THE QUESTION OF CONTRACTING A DEBT, BORROWING MONEY AND ISSUING CAPITAL IMPROVEMENT BONDS OF THE COUNTY IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $315,000,000 FOR THE PURPOSE OF PROVIDING FUNDS, WITH ANY OTHER AVAILABLE FUNDS, TO FINANCE THE COSTS OF IMPROVEMENTS FOR THE SCHOOL SYSTEM.

WHEREAS, the Fairfax County School Board of Fairfax County, Virginia, has determined that certain school improvements should be financed including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the School Board has determined that, for the purpose of providing funds to pay the cost of such public school improvements and the cost of such public school property, Fairfax County should contract a debt, borrow money and issue bonds in the aggregate principal amount of $315,000,000; and

BE IT RESOLVED by the School Board that:

Section 1. The Board of Supervisors of Fairfax County, Virginia, is hereby requested to ask the Circuit Court of Fairfax County, Virginia, to order an election on the question of contracting a debt, borrowing money, and issuing capital improvement bonds of Fairfax County, Virginia, in the maximum aggregate principal amount of $315,000,000 for the purposes of providing funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

Section 2. The Board of Supervisors is hereby advised that it is the desire of the School Board that the proposed referendum be scheduled for November 7, 2017.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors of Fairfax County, Virginia.

DC1 3661183v.2

Attachment #3

Given under my hand this 6 day of June, 2017.

(SEAL)

Ilene D. Muhlberg
Clerk, Fairfax County School Board

DC1 3661183v.2

Fairfax County Public Schools
Proposed 2017 School Bond Referendum

NEW CONSTRUCTION		
Fairfax Oakton Area ES (planning)	$1,331,576	
Northwest County ES (construction)	28,416,339	
New Construction Subtotal:		**$29,747,915**
CAPACITY ENHANCEMENT		
Modular Building Relocation	$2,000,000	
West Potomac HS Addition (planning)	727,214	
Stuart HS Addition (planning)	813,547	
Madison HS Addition (planning)	580,777	
Capacity Enhancement Subtotal:		**$4,121,538**
RENOVATIONS		
Elementary School Renovation:		
Mount Vernon Woods ES (construction)	$19,591,724	
Belle View ES (construction)	23,095,065	
Annandale Terrace ES (construction)	26,760,054	
Clearview ES (construction)	23,365,299	
Silverbrook ES (construction)	24,886,418	
Hybla Valley ES (planning)	1,539,509	
Washington Mill ES (planning)	1,537,136	
Braddock ES (planning)	1,526,660	
Fox Mill ES (planning)	1,300,818	
Oak Hill ES (planning)	1,900,671	
Elementary School Renovation Subtotal:		**$125,503,354**
Middle School Renovation:		
Rocky Run MS (construction)	$45,490,422	
Hughes MS (construction)	41,776,741	
Frost MS (planning)	3,611,123	
Middle School Renovation Subtotal:		**$90,878,286**
High School Renovation:		
Oakton HS (construction)	$94,502,271	
Falls Church HS (planning)	6,039,036	
High School Renovation Subtotal:		**$100,541,307**
PROJECT SUBTOTAL:		**$350,792,400**
UNSPENT PROCEEDS FROM PRIOR BOND ISSUES		**($38,292,400)**
BOND COST:		**$2,500,000**
REFERENDUM TOTAL:		**$315,000,000**

Board Agenda Item
July 11, 2017

ACTION – 2

Approval of a Parking Reduction for Dwell Vienna (Providence District)

ISSUE:
Board of Supervisors approval of a 1.74 percent reduction (7 fewer spaces) of the required parking for Dwell Vienna, a four story multi-family apartment building located at 2975 Hunters Branch Road, Tax Map No. 48-4 ((01)) parcel 58 (the Property), Providence District.

RECOMMENDATION:
The County Executive recommends that the Board approve a 1.74 percent parking reduction (7 fewer spaces) for the Property, pursuant to Fairfax County Zoning Ordinance (Zoning Ordinance) § 11-102(5)(A) based on the site's proximity to the Vienna Metro Station and parking study #4818-PKS-002-1 (Attachment 1).

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

1. A minimum of 395 parking spaces shall be maintained on the Property at all times to serve up to 251 multifamily dwellings.

2. Any additional uses not listed in Condition #1 shall provide parking at the rates required by the Fairfax County Zoning Ordinance (Zoning Ordinance).

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

4. The current owners, their successors or assigns of the Property shall submit a parking space utilization study for review and approval by the Director at any time in the future that the Fairfax County Zoning Administrator (Zoning Administrator) or the Director so requests. Following a review of that study, or if a study is not submitted within 90 days after being requested, the Director may require alternative measures to satisfy the Property's on-site parking needs, which may include, but not be limited to, requiring all uses to comply with the full parking space requirements of the Zoning Ordinance.

5. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director shall be based on the applicable requirements of the

Code of the County of Fairfax, Virginia and the Zoning Ordinance in effect at the time of the parking utilization study submission.

6. All parking provided shall comply 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) and the Virginia Uniform Statewide Building Code.

7. The conditions of approval shall be binding on the current owners, successors, assigns, and/or other applicants and shall be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If the conditions have not been recorded and an extension has not been approved by the Director, the approval of this parking reduction request shall expire without notice six months from its approval date.

TIMING:
Board action is requested on July 11, 2017.

BACKGROUND:
Dwell Vienna (formerly Beazer Hunters Branch), located at 2975 Hunters Branch Road, is a four story multi-family apartment building with two levels of structured parking constructed in 2007 and subject to PCA/CDPA/FDPA 80-P-039-08. The basis for this requested parking reduction, pursuant to Zoning Ordinance § 11-102 (5)(A), is the Property's proximity to the Vienna Metro Station. It is 0.5 miles from the Vienna Metro Station and in the Vienna Transit Station Area as identified in the Comprehensive Plan. Currently consisting of 250 units, the Zoning Ordinance requires 400 parking spaces, but there are only 395 code-compliant parking spaces on the Property. There are, however, 39 tandem parking spaces that do not count towards the required parking.

Currently, AERC Vienna Metro LLC, the Property's owner, is converting a little used community room into an additional dwelling unit. On May 31, 2016, Barbara Berlin, Director of the Zoning Evaluation Division of the Department of Planning and Zoning issued a proffer interpretation for PCA/CDPA/FDPA 80-P-039-08 stating that the conversion would be in substantial conformance with the proffers, development conditions, and CDPA/FDPA (see Attachment 1). The interpretation requires the applicant to submit a "verified parking count" prior to obtaining a Residential Use Permit (RUP) for the additional unit.

While verifying the available parking supply, the applicant determined that it had fewer code-compliant parking spaces than what is required under the Zoning Ordinance and what was shown on the approved site plan. The applicant attributes this to a

discrepancy between the parking layout shown on the site plan and that developed by the original architect. The site plan showed a sufficient number of code compliant parking spaces, but failed to consider structural and building issues. Therefore, the parking was striped using the original architect's layout which did take these issues into account but did not provide the required number of code-compliant spaces.

With the additional dwelling unit proposed, 402 parking spaces are required. Parking in the building is by permit only on a first come first serve basis except for the reserved tandem spaces which must be paired with their related code-compliant parking space. The applicant is requesting a reduction of 1.74% (7 fewer spaces) to bring the Property into compliance and to obtain a RUP for the additional unit. Additionally, there are currently only 203 vehicles registered with building management, which are assigned to 169 dwelling units. This demonstrates that 395 spaces are sufficient to meet the parking demand for the building and there will be no adverse impact to either the site or adjacent properties.

Staff recommends approval of the requested reduction subject to the conditions in the County Executive's recommendation. This recommendation reflects a coordinated review by: Land Development Services (LDS); Department of Planning and Zoning; and Department of Transportation (DOT).

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Parking Study/Request # 4818-PKS-002-1 from Andrew Rashid, Rashid Architects, dated February 8, 2017
Attachment 2: Letter w/o attachments from Andrew Rashid, Rashid Architects, dated May 18, 2017
Attachment 3: Dwell Vienna Location Map

STAFF:
Robert A. Stalzer, Deputy County Executive
Thomas P. Biesiadny, Director, DOT
William D. Hicks, Director, LDS

ASSIGNED COUNSEL:
Sara Silverman, Assistant County Attorney

RASHIDARCHITECTS
ARCHITECTURE • INTERIORS • PLANNING

Attachment 1

February 8, 2017

Ms. Jan Leavitt
Land Development Services
Division Department of Planning and Zoning
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

Request for Parking Reduction

Project Name:	Dwell Vienna (Formerly Beazer Hunters Branch) PCA/CDPA/FDPA 80-P-039-0
Project Address:	2975 Hunters Branch Road, Fairfax, VA 22031
Plan Number:	004818-SP – 012-2
Parcel Identifiers:	0484 01 0058

Summary of Request

Dwelling Units	251
Spaces per Unit	1.6
Code Required Parking:	402 spaces
Code Parking Provided:	395 spaces
Distance from Vienna Metro:	0.5 miles
Reduction Requested (#):	**7 spaces**
Reduction Requested (%):	**1.74%**
Additional Tandem Parking:	39 spaces (not included in the above numbers)

4818-SPA-002-1

Dear Jan:

We are requesting a reduction in code required parking of 1.74% based on the close proximity to the Vienna Metro Station. The property is within 0.5 mile of the Vienna Metro Station. The property is an existing Residential building with 250 Dwelling Units. The current Owner recently purchased the project and is in the process of converting a little utilized space into an additional Dwelling Unit for a total of 251 Dwelling Units. The addition of the Dwelling Unit has been approved through a Letter of Interpretation by the Zoning Evaluation Division based on meeting required parking (see attachment).

As we have researched the building we have come to find discrepencies in the amount of required parking and layout of parking. The current parking layout does not meet the zoning required parking of that time. According to the documentation we have been able to find, the original Civil documentation indicates both 397 and 415 spaces required to meet Zoning requirements. The project was approved with 457 code compliant parking spaces. The parking layout submitted by the original Civil Engineer did not match the parking layout by the original Architect. The Architect's layout is what was used in the stripping of the Parking Garage. This is the current 395 code compliant parking spaces with 39 tandem parking spaces. We believe this was the result of structural and building layout issues that the Civil did not take into account.

RASHIDARCHITECTS.COM • 4609 CHELTENHAM DRIVE • BETHESDA, MD 20814-3509 • T 301.526.3932

JSHAN

As stated earlier, the current Owner recently purchased this property and would like to ressolve these issues and bring the building into compliance. Based on the current required Zoning regulations of 1.6 car/unit the building must have 402 code compliant parking spaces for the 251 Dwelling Units. The building currently has 395 code compliant parking spaces with an additional 39 tandem parking spaces for a total of 434 spaces. The tandem spaces are blocked by a code compliant parking space. These tandem spaces are assigned to any resident that requires two (2) parking spaces as desribed in the attached Dwell Vienna Parking Guidelines.

We request a reduction of 7 code compliant spaces or 1.74% of the total spaces. With the close proximity to the Vienna Metro Station and the additional 39 tandem spaces available we believe the currently configured garage provides ample parking for the Dwell Vienna residents.

Please feel free to contact me with any questions or for additional information. Thank you for your consideration and attention to this matter.

Sincerely,

Andrew Rashid
RASHIDARCHITECTS
4609 Cheltenham Drive
Bethesda, MD 20814
T 301.526.3932
arashid@rashidarchitects.com

Attachments:
Proffer Interpretation for PCA/CDPA/FDPA 80-P-039-08 dated May 31, 2016
Dwell Vienna Parking Guidelines



County of Fairfax, Virginia

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

May 31, 2016

Andrew Rashid, AIA, LEED AP
Rashid Architects
4609 Cheltenham Drive
Bethesda, MD 20814

Re: Proffer Interpretation for PCA/CDPA/FDPA 80-P-039-08, Tax Map 48-4 ((1)) 58, Dwell Vienna, Formerly Beazer Hunters Branch: Additional Dwelling Unit

Dear Mr. Rashid:

This is in response to your letter of April 19, 2016, requesting an interpretation of the proffers and Conceptual Development Plan Amendment (CDPA) accepted by the Board of Supervisors and the Final Development Plan Amendment (FDPA) and development conditions approved by the Planning Commission in conjunction with the above-referenced application. As I understand it, your question is whether the proposed conversion of a second-floor community room into a studio dwelling unit would be in substantial conformance with the proffers, the development conditions and the CDPA/FDPA referenced above. This determination is based on your letter and the attached exhibits submitted through May 16, 2016. Exhibit 1 depicts the area proposed to be converted into the studio dwelling unit. The base graphic for Exhibit 1 is the Lifesafety Plan of the second floor of the subject building, prepared by the Martin Architectural Group, P.C. updated through February 1, 2006. Exhibit 2 is a potential layout of the proposed studio unit, entitled "Dwell Vienna, Proposed Studio Unit A1," prepared by RashidArchitects, dated May 14, 2016. Exhibit 3 is entitled "Lifesafety Plan, First Floor," updated through July 2006. Exhibit 4 is the entitled "First Floor Plan, Area 3." Both Exhibits 3 and 4 were prepared by the Martin Architectural Group, P.C. and dated August 19, 2005, revised through July 2006. Copies of your letter and the relevant supporting documents are attached for reference.

The approximately 10 acre subject property is zoned Planned Development Commercial (PDC) and Highway Corridor (HC) Districts. On September 27, 2004, the Board of Supervisors approved PCA 80-P-039-08, to amend the proffers and Conceptual/Final Development Plan for a portion of RZ 80-P-039 (Land Bay D), which permitted the conversion of the office gross floor area (305,500 square feet) to the same amount of multi-family residential development, with a maximum FAR of 0.70 and approximately 259 dwelling units. The accompanying FDPA was approved by the Planning Commission on July 29, 2004, subject to development conditions and the Board of Supervisors' approval of the PCA.

The residential building was ultimately constructed and contains a total of 250 dwelling units, with six of those designated as Affordable Dwelling Units. The design of the building included a community room on the second floor, which you now wish to convert into a studio dwelling unit, so that there

Department of Planning and Zoning
Zoning Evaluation Division
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5509
Phone 703 324-1290
FAX 703 324-3924
www.fairfaxcounty.gov/dpz/

Excellence * Innovation * Stewardship
Integrity * Teamwork* Public Service

would be 251 dwelling units on-site. You have stated that the conversion will be achieved by interior renovations only, and it will not alter the approved building area, open space, or tree cover. You further stated that the second-floor community room is currently under-utilized, due to its distant location from the main community room and other recreational facilities in the first floor. According to your letter, with the total unit count of 251 dwelling units, 402 parking spaces would be required. You stated that the property has a total of 403 on-site parking spaces, exceeding the minimum required parking by one space.

Proffer # 2 associated with the PCA restricts the residential use gross floor area to a maximum of 305,500 square feet, and limits the total number of dwelling units to approximately 259 multi-family dwelling units, but indicates that as long as the maximum of 305,500 square feet is not exceeded, the applicant may adjust the number of dwelling units up or down. You stated that the existing residential gross floor area would be 231,021 square-feet with this conversion, still less that the maximum square footage permitted.

Proffer # 3 accepted with the PCA requires certain indoor amenities for Land Bay D, including an indoor multi-purpose community room and weight room. Exhibits 3 and 4 depict the layout of the first floor in the building, which includes a great room, as well as library, exercise and media rooms. You have stated that the area labeled as the "great room" serves as the primary community room for the building. You also stated that the indoor facilities on the first floor has enough capacity and programing to accommodate all the residents' communal activities.

It is my determination that the proposed conversion of the community room in the second floor of the subject building to a studio dwelling unit, as shown in Exhibits 1 and 2, would be in substantial conformance with the proffers, development conditions and CDPA/FDPA. Nothing in this letter should be construed to relieve you of all applicable zoning and building code regulations, including verification of parking requirements. Prior to obtaining a Residential Use Permit (RUP) for the additional dwelling unit, a verified parking count must be provided to the Fairfax County Department of Public Works and Environmental Services (DPWES.) The proposed studio unit layout shown in Exhibit 2 illustrates one potential arrangement of the unit.

This determination has been made in my capacity as duly authorized agent of the Zoning Administrator, and addresses only the issues discussed herein. If you have any questions regarding this interpretation, please feel free to contact Leila Mosadegh at (703) 324-1290.

Sincerely,

Barbara C. Berlin, AICP, Director
Zoning Evaluation Division, DPZ

N:\Action Items\PI, SEI, SPPI\PI 16 04 022, Dwell Vienna\Determination LTR.Docx

Attachments: A/S

Cc: Linda Q. Smyth, Supervisor, Providence District
Kenneth Lawrence, Planning Commissioner, Providence District
Diane Johnson-Quinn, Deputy Zoning Administrator, Permit Review Branch, ZAD, DPZ
Ken Williams, Plan Control, Land Development Services, DPWES
Angela Rodeheaver, Section Chief for Site Analysis, DOT
Suzanne L. Wright, Chief, Special Projects/Applications Management Branch, ZED, DPZ
File: PCA/CDPA/FDPA 80-P-039-08, PI 16 04 022, Imaging

DWELL
VIENNA METRO APARTMENTS

Parking at Dwell Vienna Metro:

Dwell Vienna Metro Apartments offers garage parking to all residents. It is a first come first served program with the exception of our reserved tandem parking spaces. These spaces are offered at an additional monthly expense.

Reserved Tandem Parking at Dwell Vienna Metro:

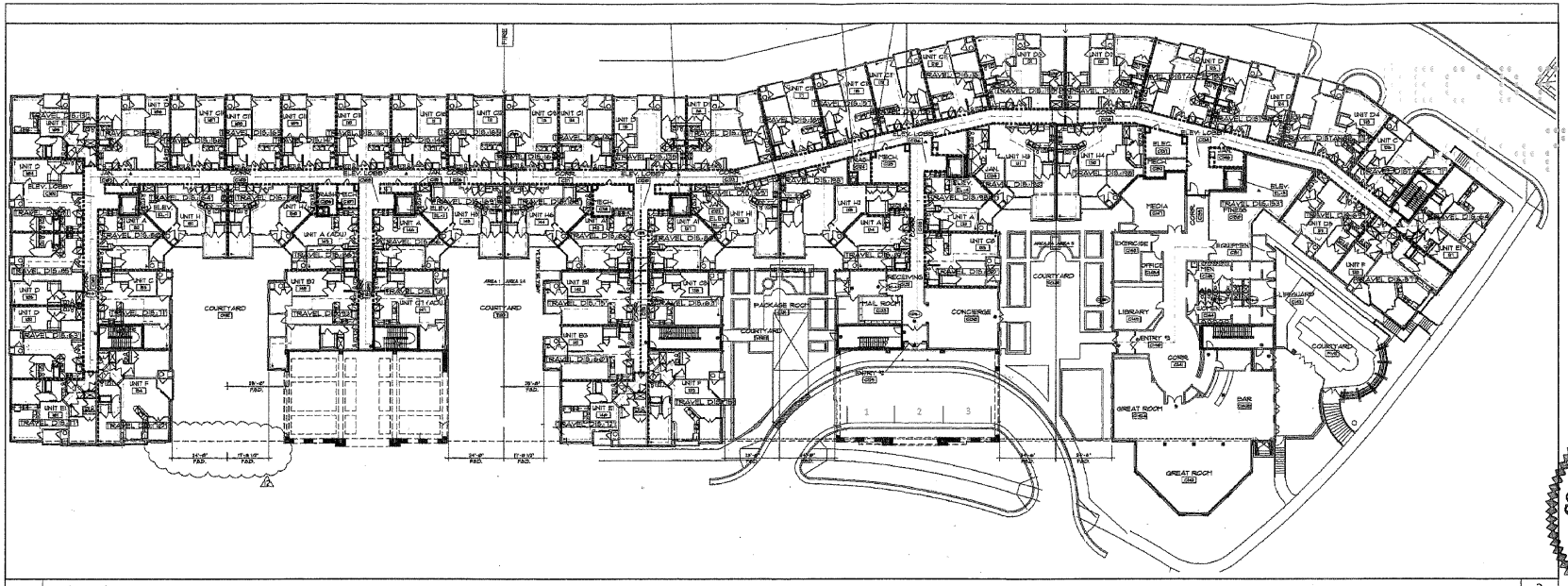
When one apartment rents 2 parking spots; with the second parking spot being directly in front of the first parking spot.

For Example:

If Apartment "A" wants to have tandem parking, their only choice is to choose both (1 & 2), both (3 & 4) or both (5 & 6).

Apartment "A" cannot rent only one spot and they cannot choose to pair both (1 & 3), both (3 & 5), both (2 & 4) or both (4 & 6)

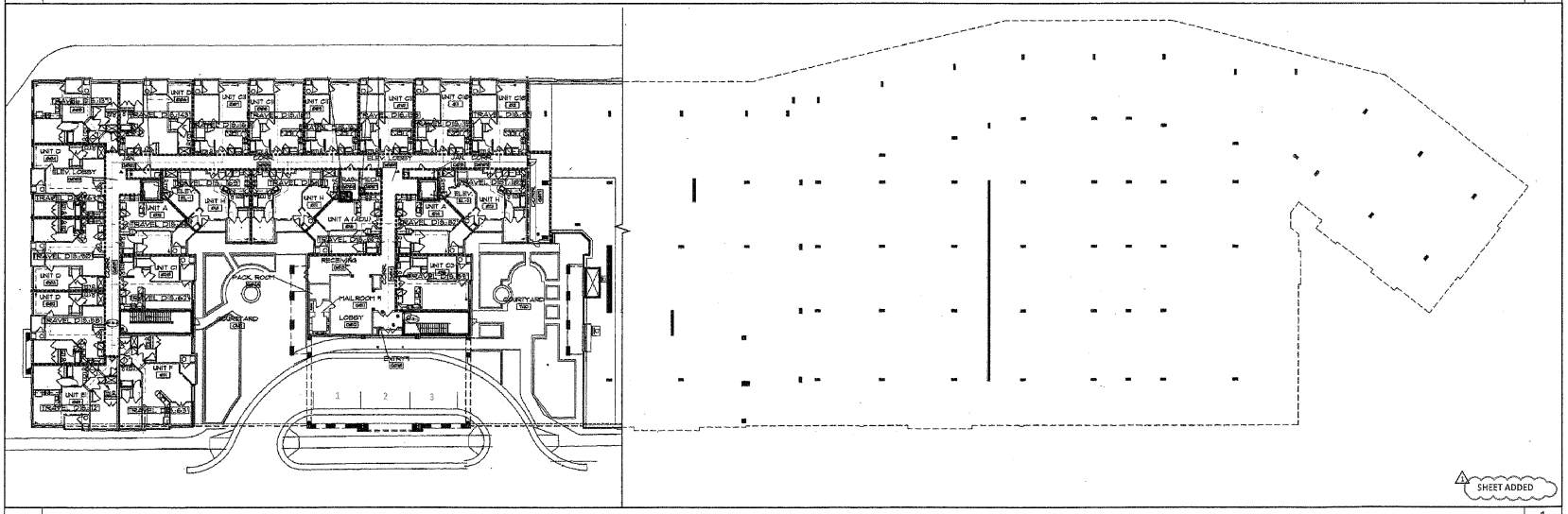
1	3	5
2	4	6



Parking Plan:
First Floor

2

NTS



SHEET ADDED

Parking Plan
G0 Level

1

NTS

RASHIDARCHITECTS
ARCHITECTURE • INTERIORS • PLANNING

4609 Cheltenham Drive
Bethesda, MD 20814

T 301.526.2932

RASHIDARCHITECTS.COM

M/P/E Engineers
Built Environment Engineers, PLLC
5130 Wilson Boulevard
2nd Floor
Arlington, VA 22205

Dwell Vienna
Studio Unit

2975 Hunters Branch Road
Fairfax, VA 22031

COMMONWEALTH OF VIRGINIA
ANDREW JOSEPH RASHID
Lic. No. 0401013766
ARCHITECT

[illegible] N. Glebe Road
[illegible]ington, VA 22201

Professional Seal

Permit / Bid Set	1	9/28/16
Revision Name	No.	Date

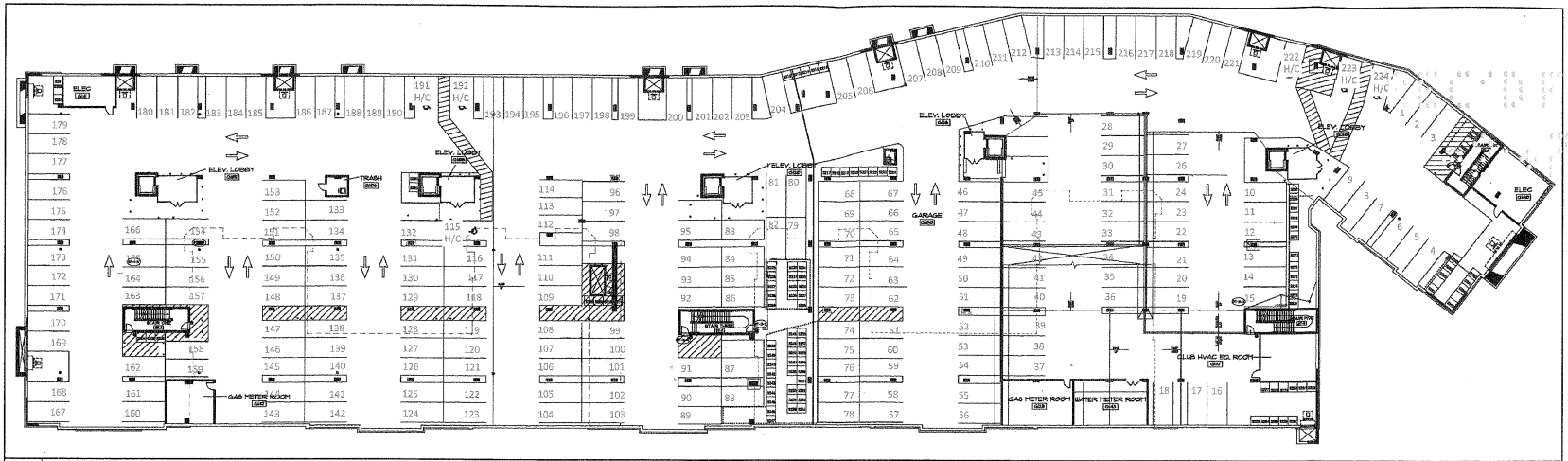
©2016

Project No: 15023

Parking Plan:
G0 & First Floor
Levels

Scale: NTS

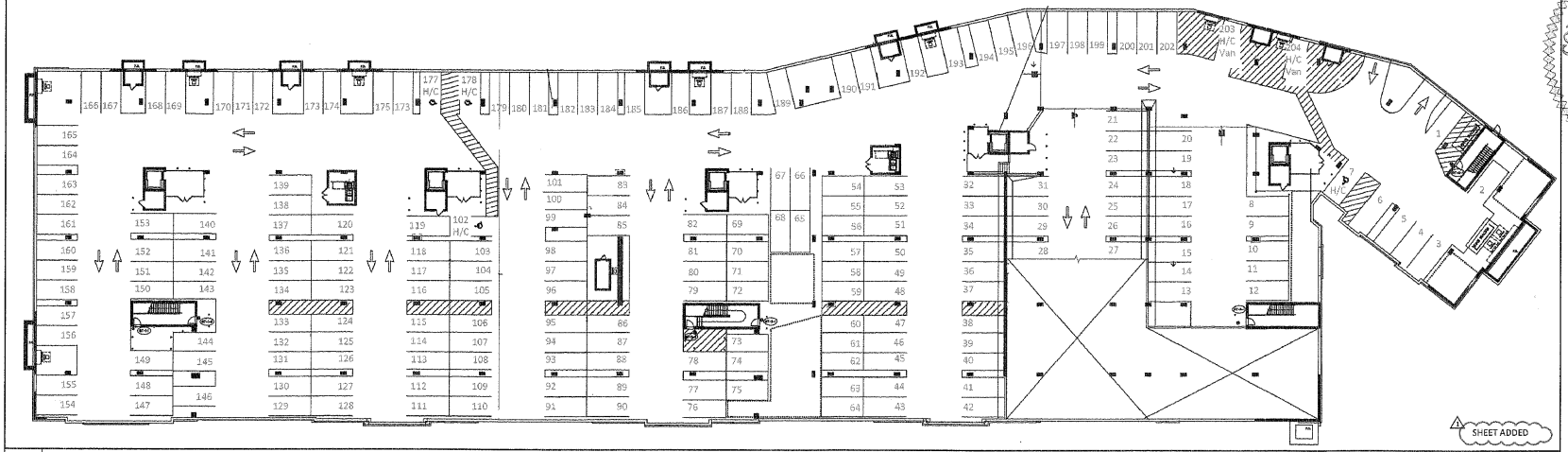
G0022



Parking Plan:
G1 Level

2

NTS



Parking Plan
G2 Level

1

NTS

Required Parking		
# of Units	Spaces/Unit	Total Spaces
251	1.6	**401.6**

Existing Parking Layout Tabulation

Level	Parking	H/C	H/C Van	Code Compliant	Tandem	Total
G2 Level	178	4	2		20	**204**
G1 Level	199	6			19	**224**
G0 Level	3					**3**
First Floor	3					**3**
Total	**383**	**10**	**2**	**395**	**39**	**434**

RASHIDARCHITECTS
ARCHITECTURE • INTERIORS • PLANNING
4609 Cheltenham Drive
Bethesda, MD 20814
T 301.576.2932
RASHIDARCHITECTS.COM

M/P/E Engineers
Built Environment Engineers, PLLC
5230 Wilson Boulevard
2nd Floor
Arlington VA 22205

Dwell Vienna
Studio Unit

2975 Hunters Branch Road
Fairfax, VA 22031

FAIRFIELD
RESIDENTIAL
1110 N. Glebe Road
Arlington, VA 22201

COMMONWEALTH OF VIRGINIA
ANDREW JOSEPH RASHID
Lic. No. 0401013766
ARCHITECT
Professional Seal

Revision Name	No.	Date
Add. 2/Permit Resp.	2	9/28/16

©2016

Project No: 15023

Parking Plan:
G2 & G1 Levels

Scale: NTS

G0021

PLAN APPROVAL INFORMATION

RELATED INFORMATION	REQUIRED	NOT REQUIRED	COUNTY I.D. NUMBER	COMMENTS/SHEET NO.
1. CONCURRENT PROCESSING		●		
2. MODIFIED PROCESSING		●		
3. AFFORDABLE DWELLING UNITS	●		80-P039-8	CDPA/FDPA, SHEET 28
4. R.P.A. DELINEATION		●	4818-PA-01	RPA DELINEATION APPROVED 12/19/97
5. FLOOD PLAIN STUDY		●		100 YR FP ESMT RECORDED IN D.B. 6834 PG. 1352
6. DRAINAGE STUDY		●		
7. CHESAPEAKE BAY ACT EXCEPTION		●		
8. WATER QUALITY IMPACT ASSESSMENT	●		4818-WQ-001	APPROVED, SEE SHEET 21
9. SOILS REPORT APPROVAL	●		4818-SR-003	APPROVED SEE SHEET 22A
10. ONSITE EASEMENTS	●			
11. OFFSITE EASEMENTS	●			
12. NOTARIZED LETTERS OF PERMISSION		●		
13. ARCHITECTURAL REVIEW BOARD APPROVAL		●		
14. RETURN PLAN TO B.O.S. PRIOR TO APPR.		●		
15. RETURN PLAN TO P.C. PRIOR TO APPR.		●		
16. ADJACENT PROPERTY OWNER NOTIFICATIONS		●		
17. OFFSITE UTILITY WORK NOTICES	●			
18. MAJOR UNDERGROUND UTILITY NOTICES		●		
19. REZONING APPROVAL	●		80-P039-8	CDPA/FDPA APPROVAL LETTER, SHEET 24
20. B.O.S. CLERK LETTER/RESOLUTION		●		
21. REZONING PROFFERS/CONDITIONS	●		80-P039-8	CDPA/FDPA, SHEETS 23,24,25
22. REZONING DEVELOPMENT PLAN	●		80-P039-8	CDPA/FDPA, SHEETS 26 TROUGH 33
23. SPECIAL EXCEPTION FOR USE		●		
24. SPECIAL PERMIT FOR USE		●		
25. B.Z.A. VARIANCE APPROVAL		●		
26. B.Z.A. CLERK LETTER/RESOLUTION		●		
WAIVER 1: RPA EXEMPTION	●		4818-WRPA-001	APPROVED. SEE SHEET 21
WAIVER 2:				
WAIVER 3:				
MODIFICATION 1:				
MODIFICATION 2:				
MODIFICATION 3:				

PLAN REVIEW FEE COMPUTATION

PLAN TYPE	PUBLIC IMPROVEMENT PLANS (PI)				SUBDIVISION PLANS (SD)				SITE PLANS (SP)		
BASE FEE	BASE FEE= $1,725			$1,725	IF LESS THAN 10 LOTS $4,300			$4,300	BASE FEE= $4,800		$4,800
					IF 10 LOTS OR MORE, ADD $1,500			$	PLUS $890 PER DISTURBED ACRE (OR $2,200 PER DISTURBED HECTARE) (ROUND UP DISTURBED AREA TO WHOLE NUMBER) 4 Ac. X $890 (OR ___ ha X $2,200)		3,560
	SUBTOTAL	1		$1,725	SUBTOTAL	1		$	SUBTOTAL (MAX. = $24,000)	1	$ 8,360
FEES IN ADDITION TO BASE FEE – APPLIES TO ALL PLAN TYPES											
REZONING $1,000											1,000
SPECIAL EXCEPTION OR PERMIT $700											
VARIANCE $520											
MAX. FEE RELATED TO ZONING $1,700	SUBTOTAL	2		$	SUBTOTAL	2		$	SUBTOTAL	2	$ 1,000
PROBLEM SOIL AREA $520											520
NATURAL DRAINAGE WAY $350											
FLOOD PLAIN AREA $350											350
SWM FACILITY (EA) $430											
BMP FACILITY (EA) $1,150											1,150
FEE RELATED TO DRAINAGE & SOILS	SUBTOTAL	3		$	SUBTOTAL	3		$	SUBTOTAL	3	$ 2,020
IMPROVEMENTS ON PI PLANS	QNTY.(lf.) x$0.58/lf (OR QNTY.(m) x$1.90/m)			FEE	*APPLIES ONLY TO PUBLIC IMPROVEMENTS PLANS*						
SANITARY SEWER											
STORM SEWER											
TRAILS											
SIDEWALKS											
ROAD IMPROVEMENTS											
CHANNEL IMPROVEMENTS											
WATERLINE											
	SUBTOTAL	4		$							
TOTAL REVIEW FEE PAYABLE UPON SUBMISSION	ADD 1, 2, 3 & 4 ABOVE			$	ADD 1, 2 & 3 ABOVE			$	ADD 1, 2 & 3 ABOVE		$ 11,380
INSERT FEE $60 PER PAGE DUE PRIOR TO APPROVAL		A		$		A		$		A	$
		B		$		B		$		B	$
RESUBMISSION FEE DUE ON SUBMISSION	50% OF ORIG. FEE	3RD		$	$2,300 PER SUBMISSION>2ND	3RD		$	$2,300 PER SUBMISSION>2ND	3RD	$
		4TH		$		4TH		$		4TH	$

FOR COUNTY USE ONLY

APPROVAL NOTES/CONDITIONS:

THE BOARD OF SUPERVISORS AMENDED THE PFM, ZONING ORDINANCE AND SUBDIVISION ORDINANCE EFFECTIVE FEBRUARY 7, 2006, CONCERNING STORMWATER MANAGEMENT, OUTFALLS, DRAINAGE DIVIDES AND NOTICES. THESE AMENDMENTS WILL AFFECT THE FINAL APPROVAL OF THIS PLAN IF FINAL APPROVAL DOES NOT OCCUR PRIOR TO AUGUST 7, 2006.

AGREEMENTS, PERMITS, ETC

DATE ______ CONSTRUCTION PERMIT RECEIVED
\# ______ SANITARY SEWER AGREEMENT
DATE ______ CONSERVATION ESCROW AGREEMENT RECEIVED
DATE ______ AGREEMENT AND BOND APPROVED
DATE ______ AGREEMENT EXPIRES
DATE ______ BALANCE OF FEE PAID
NAME ______ RESPONSIBLE LAND DISTURBER (R.L.D.)
\# ______ R.L.D. CERTIFICATE NUMBER

NOTES AND CONDITIONS

1. THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITIES WHICH MAY BE REQUIRED BY THE CODE OF VIRGINIA OR ANY ORDINANCE ENACTED BY THE COUNTY OF FAIRFAX.

2. THE DESIGN, CONSTRUCTION, FIELD PRACTICES, AND METHODS SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE FAIRFAX COUNTY CODE AND IN THE PUBLIC FACILITIES MANUAL AS AMENDED. FAILURE TO COMPLY WITH THE FAIRFAX COUNTY CODE, THE PUBLIC FACILITIES MANUAL, THE APPROVED PLANS, THE PROVISIONS OF THE CONSTRUCTION AND ESCROW AGREEMENT PERMIT SHALL BE DEEMED A VIOLATION.

3. WATER DISTRIBUTION NOTE: ALL FIRE PROTECTION SYSTEMS WHICH ARE INSTALLED IN COMPLIANCE WITH THESE PLANS AND COUNTY OF FAIRFAX ORDINANCES SHALL BE MAINTAINED IN AN OPERATIVE CONDITION AT ALL TIMES. WHEN NECESSARY TO TEMPORARILY REDUCE OR DISCONTINUE THE PROTECTION IN ORDER TO MAKE TESTS, REPAIRS, ALTERATIONS OR ADDITIONS, NOTIFY THE FAIRFAX COUNTY PUBLIC SAFETY COMMUNICATIONS CENTER AT 703-691-2131.

4. A PERMIT MUST BE OBTAINED FROM THE OFFICE OF THE RESIDENT ENGINEER, VIRGINIA DEPARTMENT OF TRANSPORTATION, NORTHERN VIRGINIA DISTRICT, BEFORE ANY CONSTRUCTION IS STARTED ON ANY EXISTING STATE ROUTE. CONTACT THE VIRGINIA DEPARTMENT OF TRANSPORTATION THREE WORKING DAYS BEFORE EXCAVATION IN ANY STATE RIGHT OF WAY AT 703-383-2888.

5. CONTRACTORS SHALL NOTIFY THE "MISS UTILITY" NOTIFICATION CENTER AT 1-800-552-7001 FOR ANY PROPOSED EXCAVATION, DEMOLITION, OR BLASTING AT LEAST TWO WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION DEMOLITION, OR BLASTING IN ACCORDANCE WITH THE VIRGINIA UNDERGROUND UTILITY DAMAGE PREVENTION ACT. IN ADDITION, NAMES AND TELEPHONE NUMBERS SHALL ALSO BE USED TO SERVE IN AN EMERGENCY CONDITION AS REQUIRED BY SECTION 63-2-2 OF THE FAIRFAX COUNTY CODE.

6. FOR SITES PROPOSING LAND DISTURBING ACTIVITIES OF ONE (1) ACRE OR MORE, THE CONSTRUCTION ACTIVITY OPERATOR MUST REGISTER WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY OF THE COMMONWEALTH OF VIRGINIA. THIS IS A REQUIREMENT OF THE VIRGINIA POLLUTANT DISCHARGE ELIMINATION SYSTEM (VPDES) GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES.

7. THE COUNTY INSPECTOR SHALL BE NOTIFIED WHEN ANY IMPROVEMENT PERTINENT TO HIS INSPECTION DUTIES ARE BEING INSTALLED. SPECIFIC REQUIREMENTS ARE:
   A. THE COUNTY SITE INSPECTOR IS TO BE NOTIFIED AT LEAST 3 DAY. PRIOR TO START OF CONSTRUCTION.
   B. A MINIMUM OF 24 HOURS NOTICE IS REQUIRED WHEN REQUESTING RESIDENTIAL OR NON-RESIDENTIAL USE PERMITS.
   C. A MINIMUM OF 48 HOURS NOTICE IS REQUIRED WHEN REQUESTING TESTS PERTAINING TO SANITARY SEWER ACCEPTANCE.

ZONING REQUIREMENTS

1) ZONING PDC
2) AVERAGE LOT AREA NA (sq.ft. or sq.m)
3) MIN. LOT AREA NOT REQUIRED (sq.ft. or sq.m)
4) MIN. LOT WIDTH NOT REQUIRED (ft. or m)
5) MAX. BUILDING HEIGHT 65' PER CDPA/FDPA (ft. or m)
6) NUMBER OF FLOORS NA (Commercial/Industrial ONLY)
7) MIN. YARD REQUIREMENTS: FRONT NA (ft. or m) SIDE NA (ft. or m) REAR NA (ft. or m)
8) MAXIMUM FAR 1.5 (0.701 PER CDPA/FDPA)
9) MAXIMUM DENSITY 35.10 PER CDPA/FDPA (D.U./Ac. or D.U./ha)
10) OPEN SPACE REQUIRED 70 (PER CDPA) % 65,275 (sq.ft. or sq.m)
11) ANGLE OF BULK PLANE: FRONT 25 SIDE 25 REAR 25 (DETAIL(S) ON SHEET 02)
12) OVERLAY DISTRICT(S) HIGHWAY CORRIDOR

SUBDIVISION PLAN (SD) TABULATIONS

1) SITE AREA ___ (Ac. or ha) ___ (sq.ft. or sq.m)
2) NUMBER OF LOTS ___
3) AREA OF LOTS ___ (sq.ft. or sq.m)
4) AVERAGE LOT AREA ___ (sq.ft. or sq.m)
5) AREA OF PARCEL/OUTLOT ___ (sq.ft. or sq.m)
6) AREA OF PARCEL/OUTLOT ___ (sq.ft. or sq.m)
7) AREA OF PARCEL/OUTLOT ___ (sq.ft. or sq.m)
8) AREA OF PARCEL/OUTLOT ___ (sq.ft. or sq.m)
9) TOTAL AREA OF OPEN SPACE ___ (sq.ft. or sq.m)
10) AREA OF STREET DEDICATION ___ (sq.ft. or sq.m)
11) DENSITY ___ (D.U./Ac. or D.U./ha)

SITE PLAN (SP) TABULATIONS

1) SITE AREA 9.99 AC (Ac. or ha) 435,517 SF (sq.ft. or sq.m)
2) AREA OF STREET DEDICATION 0 SF (sq.ft. or sq.m)
3) USE RESIDENTIAL/CONDOMINIUM (250 UNITS-INCL. 5 REQ'D ADU'S)
4) NUMBER OF LOTS 1
5) AREA OF LOTS 1 (sq.ft. or sq.m)
6) DENSITY 250 UNITS / 9.99 AC. = 24.82 DU/AC (D.U./Ac. or D.U./ha)
7) EXISTING BUILDING GROSS FLOOR AREA 0 SF (sq.ft. or sq.m)
8) PROPOSED BUILDING GROSS FLOOR AREA 300,625 SF (sq.ft. or sq.m)
9) EXISTING BUILDING NET FLOOR AREA N/A (sq.ft. or sq.m)
10) PROPOSED BUILDING NET FLOOR AREA 231,733 SF (sq.ft. or sq.m)
11) TOTAL FLOOR AREA RATIO (FAR) FOR ENTIRE SITE 0.692
12) PROPOSED BUILDING HEIGHT 65 FT (ft. or m)
13) PROPOSED NUMBER OF FLOORS NA (Commercial/Industrial ONLY)
13) TOTAL HANDICAPPED PARKING REQUIRED 9 SPACES
14) TOTAL HANDICAPPED PARKING PROVIDED 9 SPACES
15) TOTAL HANDICAPPED VAN SPACES REQUIRED 2 SPACES
16) TOTAL HANDICAPPED VAN SPACES PROVIDED 2 SPACES
17) TOTAL PARKING SPACES REQUIRED 415 SPACES
18) TOTAL PARKING SPACES PROVIDED 457 SPACES
19) LOADING SPACES REQUIRED 2 SPACES
20) LOADING SPACES PROVIDED 2 SPACES
21) OPEN SPACE PROVIDED 79.4 % 345,520 SF (sq.ft. or sq.m)

FIRE MARSHAL NOTES

AVAILABLE FIRE FLOW 2700 GPM (gal/min or liters/min)
SOURCE OF FIRE FLOW INFO. CITY OF FALLS CHURCH WATER AUTHORITY 9/2003
TYPE OF CONSTRUCTION – BOCA 5A
USE GROUP CLASSIFICATION – BOCA R-2, A-3, S-2
BUILDING HEIGHT 65 FT (ft. or m)
BUILDING TO BE FULLY SPRINKLERED YES ☒ NO☐
IF YES, CHECK APPROPRIATE STANDARD: NFPA 13 ☒ ; NFPA 13D ☐ ; NFPA 13R☐
SEE PFM CHAPTER 9, PART 2 FOR FULL INFORMATION REQUIRED. FIRE FLOW REQUIREMENTS TO BE DETERMINED BY THE FIRE PREVENTION DIVISION.
[SEE PUBLIC WATER AGENCY NOTES ON SHEET 14]

SOLID WASTE STATEMENT

REFUSE COLLECTION AGENCY PRIVATE
TYPE & SIZE OF CONTAINERS OR EQUIPMENT COMPACTOR
FREQUENCY OF COLLECTION TWICE WEEKLY

RECYCLING SYSTEM STATEMENT

☐ PFM SECTION 10-407.1A
☐ PFM SECTION 10-407.1B
☒ PFM SECTION 10-407.1C
☐ NO STATEMENT REQUIRED PER PFM 10-0403

SANITARY SEWER STATEMENT

WASTEWATER TREATMENT PLANT LOWER POTOMAC
☐ THIS SITE IS SUBJECT TO ______ SANITARY SEWER REIMBURSEMENT CHARGES.
☐ THIS SITE IS SERVED BY ONSITE SEWAGE TREATMENT SYSTEM(S).

STORMWATER STATEMENT

WATERSHED(S) ACCOTINK CREEK
☐ THIS SITE IS LOCATED WITHIN THE W.S.P.O.D. (OCCOQUAN WATERSHED).
NUMBER OF STORMWATER DETENTION FACILITIES 0
NUMBER OF BMP FACILITIES 1
NUMBER OF PRIVATE STORMWATER MANAGEMENT FACILITIES 0
HIGH DENSITY POLYETHYLENE (HDPE) USED ON THIS PROJECT YES☐ NO☒

DISTURBED AREA (DA) WITHIN WATERSHED(S):
WATERSHED 1 ACCOTINK CREEK DA= 3.85 (Ac. or ha)
WATERSHED 2 ______ DA= ______ (Ac. or ha)
WATERSHED 3 ______ DA= ______ (Ac. or ha)
TOTAL DISTURBED AREA= 3.85 (Ac. or ha)

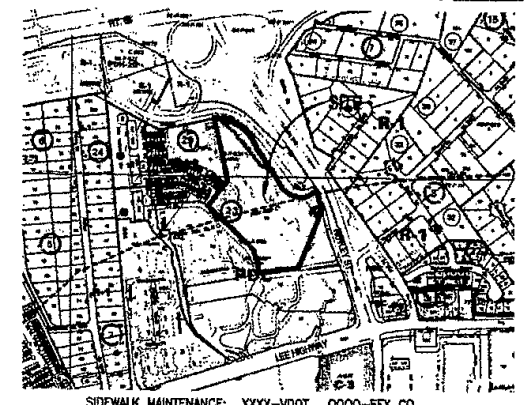
PROFESSIONAL SEAL AND SIGNATURE — COMMONWEALTH OF VIRGINIA, PHILIP C. CHAMPAGNE No. 030073, PROFESSIONAL ENGINEER
PROFESSIONAL SEAL AND SIGNATURE — COMMONWEALTH OF VIRGINIA, ROBERT S. SCHWENGER NO. 985, LAND SURVEYOR
PROFESSIONAL SEAL AND SIGNATURE

DATE ______ DATE ______ DATE ______

DESIGNATED PLANS EXAMINER (DPE) CERTIFICATE

1ST SUBMISSION REVIEWED & RECOMMENDED FOR APPROVAL	2ND SUBMISSION REVIEWED & RECOMMENDED FOR APPROVAL
D.P.E. SIGNATURE & PRINTED NAME	D.P.E. SIGNATURE & PRINTED NAME
DATE: ___ REG. NO.: ___	DATE: ___ REG. NO.: ___

VICINITY MAP SCALE: 1"= 500'

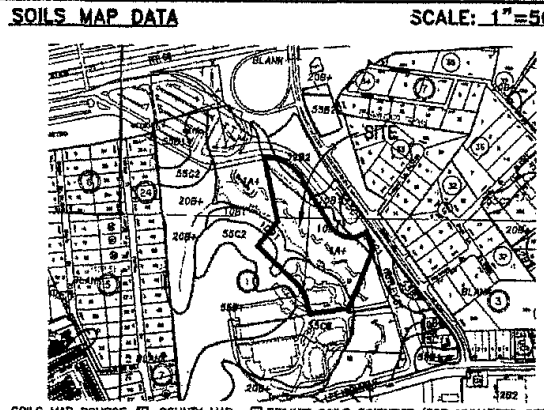


SIDEWALK MAINTENANCE: XXXX-VDOT, 0000-FFX CO
TRAIL MAINTENANCE: 0000-FFX CO
ALL OTHER WALKS/TRAILS TO BE OWNER MAINTAINED

TAX MAP REFERENCE NUMBER(S)

MAP PAGE #	DOUBLE CIRCLE #	BLOCK (SINGLE CIRCLE #)	LOT/PARCEL(S) #
48-4	1	N/A	58

SOILS MAP DATA SCALE: 1"=500'



SOILS MAP SOURCE: ☒ COUNTY MAP; ☐ PRIVATE SOILS SCIENTIST (FOR UNMAPPED SITES)

SOIL ID NUMBERS	SOIL SERIES NAME	FOUNDATION SUPPORT	SUBSURFACE DRAINAGE	SLOPE STABILITY	ERODABILITY	PROBLEM CLASS
1A+	MIXED ALLUVIAL	POOR-F,B,W	POOR-F,W	GOOD	LOW	A
10B1	GLENVILLE	FAIR-B,W	MARGINAL-W	GOOD	MODERATE	B
32B2	FAIRAX (SIL)	GOOD	MARGINAL-P	GOOD	HIGH	B
55C1	GLENELG	GOOD	GOOD	GOOD	HIGH	C
55C2	GLENELG	GOOD	GOOD	GOOD	HIGH	C
	MADE LAND (CUT/FILL)					

SOILS WITH IDENTIFICATION NUMBERS 59, 66, 69, 141, 142, AND 152 MAY OVERLIE PARENT BEDROCK FORMATIONS WHICH HAVE BEEN FOUND TO CONTAIN NATURALLY OCCURRING ASBESTOS MINERALS. SPECIAL MINIMUM CONSTRUCTION MEASURES AND PRECAUTIONS ARE REQUIRED IN COMPLIANCE WITH HEALTH DEPARTMENT DIRECTIVES WITHIN THESE SOILS OR WITHIN FILL ORIGINATING FROM THESE SOILS.

ENGINEER'S/SURVEYOR'S CERTIFICATE:

THIS PROPERTY IS IN THE NAME OF BEAZER HOMES CORP.
______ AS RECORDED IN
DEED BOOK 16724 PAGE 1947 OF THE LAND RECORDS OF FAIRFAX COUNTY, VA.

OWNER INFORMATION

(X) OWNER ( ) TRUSTEE — (X) A CORPORATION ( ) A PARTNERSHIP ( ) AN INDIVIDUAL
BEAZER HOMES USA, INC. (NAME) — (703) 749-9111 (PHONE)
14901 BOGLE DR #100 CHANTILLY, VA 20151 (ADDRESS)

DEVELOPER INFORMATION

(X) DEVELOPER ( ) CONTRACT OWNER ( ) LESSEE — (X) A CORPORATION ( ) A PARTNERSHIP ( ) AN INDIVIDUAL
BEAZER HOMES CORP. (NAME) — (703) 749-9111 (PHONE)
14901 BOGLE DR #100 CHANTILLY, VA 20151 (ADDRESS)

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

SIGNATURE [signature]
OWNER/DEVELOPER CHRISTOPHER L. RUDY (NAME) VP ENGINEERING & LAND DEVELOPMENT (TITLE)

AS-BUILT NOTES

1. All easements recorded as shown.
2. As-built performed on: November, 2007
3. Brackets denote as-built information.
4. All storm structures lie within their respective easements.
5. I, Richard J. Cronin IV, a Licensed Land Surveyor, do hereby certify that this As-built Plan has been prepared in accordance with Chapter 112, Article 17 Part 3, Section 17-301 of the Zoning Ordinance of Fairfax County, Virginia. This as-built Plan contain information required by and conforms with Section 17-301 and represents actual conditions on the site as of November 2007 for the following items as required by Section 17-301.1: A, B, C, D, E, F, G, H as well as any standards and procedures required by the rules and regulations adopted by the Commonwealth of Virginia board of Architects, Professional Engineers Land Surveyors and Landscape Architects.
6. Sanitary Sewer As-builts are a submitted separately to the Sanitary Sewer Division of the Department of Public Works and Environmental Services.

COMMONWEALTH OF VIRGINIA — RICHARD J. CRONIN IV Lic. No. 1792 — 8-13-08 — LAND SURVEYOR
AS-BUILT ONLY

APPROVED

DATE ______ BY ______ DIRECTOR, DEPT. OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

THIS PLAN SHALL EXPIRE WITHOUT NOTICE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE COUNTY CODE. REVISIONS DO NOT EXTEND THE APPROVAL PERIOD. THE APPROVAL PERIOD IS INDEPENDENT OF THE AGREEMENT EXPIRATION DATE.

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER

CERTIFICATE OF NO CHANGE

(FOR SUBMISSION OTHER THAN THE FIRST)
I HEREBY CERTIFY THAT NO CHANGES HAVE BEEN MADE THAT WOULD AFFECT THE PRIOR APPROVAL BY THE

FIRE MARSHAL DATED 11/28/05
WATER AUTHORITY DATED 12/9/05
HEALTH DEPARTMENT DATED N/A
VDOT DATED 11/15/05
DPWES-WPMD (SAN. SEW.) DATED 2/9/06
DPWES-STREETLIGHTS DATED 10/14/05

FINAL AS-BUILT APPROVAL
OFFICE OF SITE DEVELOPMENT SERVICES
SITE REVIEW BRANCH
DATE 9/03/08 BY SMS

DESIGN ENGINEER / SURVEYOR — Dewberry — Dewberry & Davis LLC — PROJ. MANAGER: Chris Champagne EMAIL: cchampagne@Dewberry.com

BEAZER/HUNTER'S BRANCH

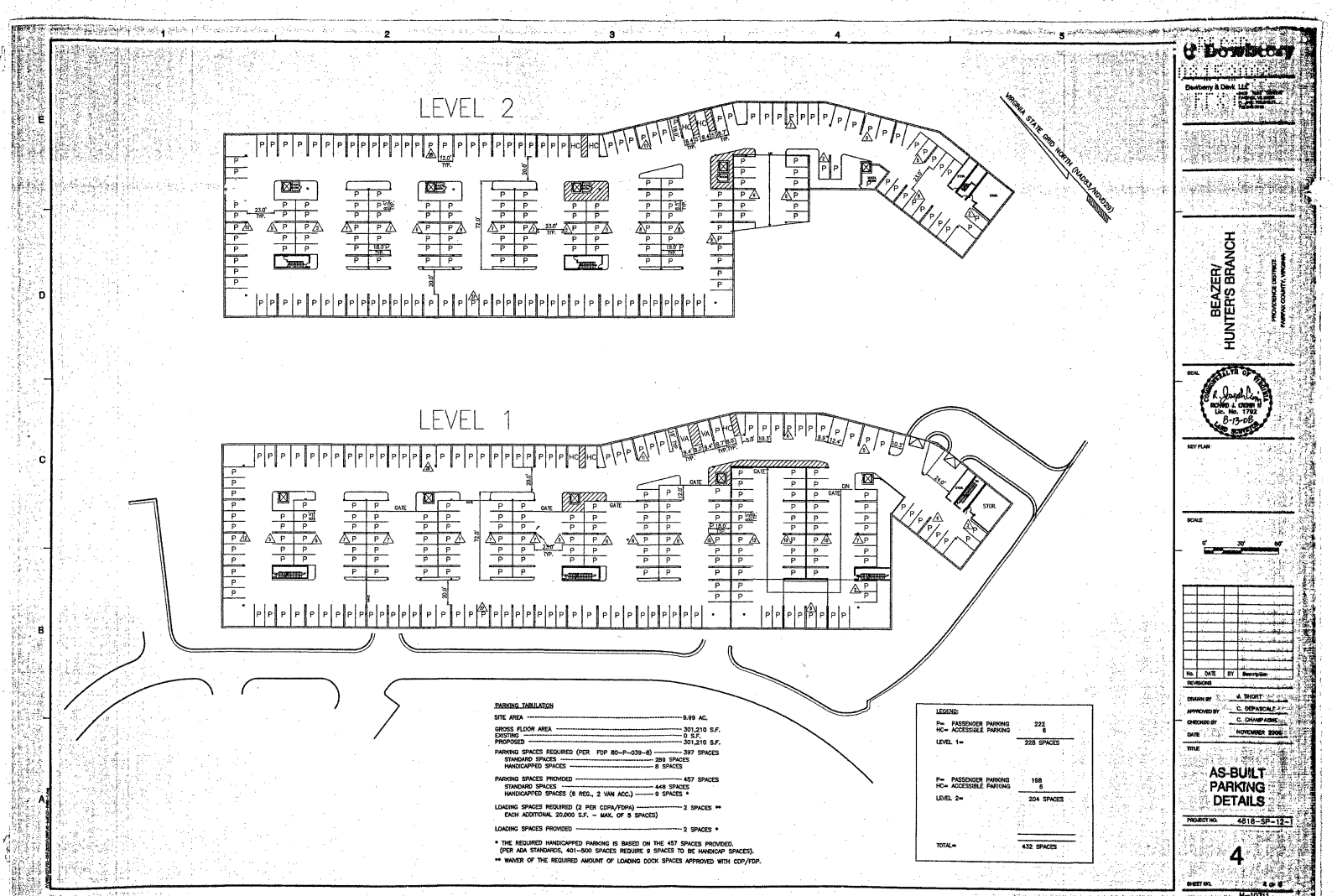
AS-BUILT SITE PLAN
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

COUNTY NUMBER 4818-SAB-006-2
SITE REVIEW ENGINEER SMS

SHEET 1 OF 6
M-10711
REVISED: 7/7/03

ESRD

DOCUMENTATION ON FILE


LEVEL 2
LEVEL 1
VIRGINIA STATE GRID NORTH (NAD83/NAVD29)
PARKING TABULATION
SITE AREA ---------- 9.99 AC.
GROSS FLOOR AREA ---------- 301,210 S.F.
EXISTING ---------- 0 S.F.
PROPOSED ---------- 301,210 S.F.
PARKING SPACES REQUIRED (PER FDP 80-P-039-8) ---------- 397 SPACES
STANDARD SPACES ---------- 289 SPACES
HANDICAPPED SPACES ---------- 8 SPACES
PARKING SPACES PROVIDED ---------- 457 SPACES
STANDARD SPACES ---------- 448 SPACES
HANDICAPPED SPACES (8 REG., 2 VAN ACC.) ---------- 9 SPACES *
LOADING SPACES REQUIRED (2 PER CDPA/FDPA) ---------- 2 SPACES **
EACH ADDITIONAL 20,000 S.F. - MAX. OF 5 SPACES)
LOADING SPACES PROVIDED ---------- 2 SPACES *
* THE REQUIRED HANDICAPPED PARKING IS BASED ON THE 457 SPACES PROVIDED. (PER ADA STANDARDS, 401-500 SPACES REQUIRE 9 SPACES TO BE HANDICAP SPACES).
** WAIVER OF THE REQUIRED AMOUNT OF LOADING DOCK SPACES APPROVED WITH CDP/FDP.
LEGEND:
P= PASSENGER PARKING 222
HC= ACCESSIBLE PARKING 6
LEVEL 1= 228 SPACES
P= PASSENGER PARKING 198
HC= ACCESSIBLE PARKING 6
LEVEL 2= 204 SPACES
TOTAL= 432 SPACES
Dewberry
BEAZER/ HUNTER'S BRANCH
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA
COMMONWEALTH OF VIRGINIA
RICHARD L. CROSBY III
Lic. No. 1792
8-13-06
LAND SURVEYOR
KEY PLAN
SCALE
0' 30' 60'
No. DATE BY Description
REVISIONS
DRAWN BY A. SHORT
APPROVED BY C. DEPASCALE
CHECKED BY C. CHAMPAGNE
DATE NOVEMBER 2006
TITLE
AS-BUILT PARKING DETAILS
PROJECT NO. 4818-SP-12-1
4
SHEET NO. M-10711
DOCUMENTATION ON FILE

May 18, 2017

Ms. John Friedman, P.E.
Code Development and Compliance Division
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

RE: Dwell Vienna - Parking Reduction Request #4818-PKS-002-1

Dear John:

As requested we are submitting additional information for the above referenced Parking Reduction Request. Property Management requires all residents to register their cars. Any tenant needing two spaces is assigned a parking space that has an associated Tandem space. Currently there are 203 cars registered with Property Management associated to 169 Units. Of those cars 34 are currently utilizing Tandem spaces as required by Property Management. Below is the Property Management Registered Vehicle List along with photographs taken of the garage on a typical Wednesday night between 9:00 PM and 10:00 PM

If you have any further questions please contact me at your earliest convienence.

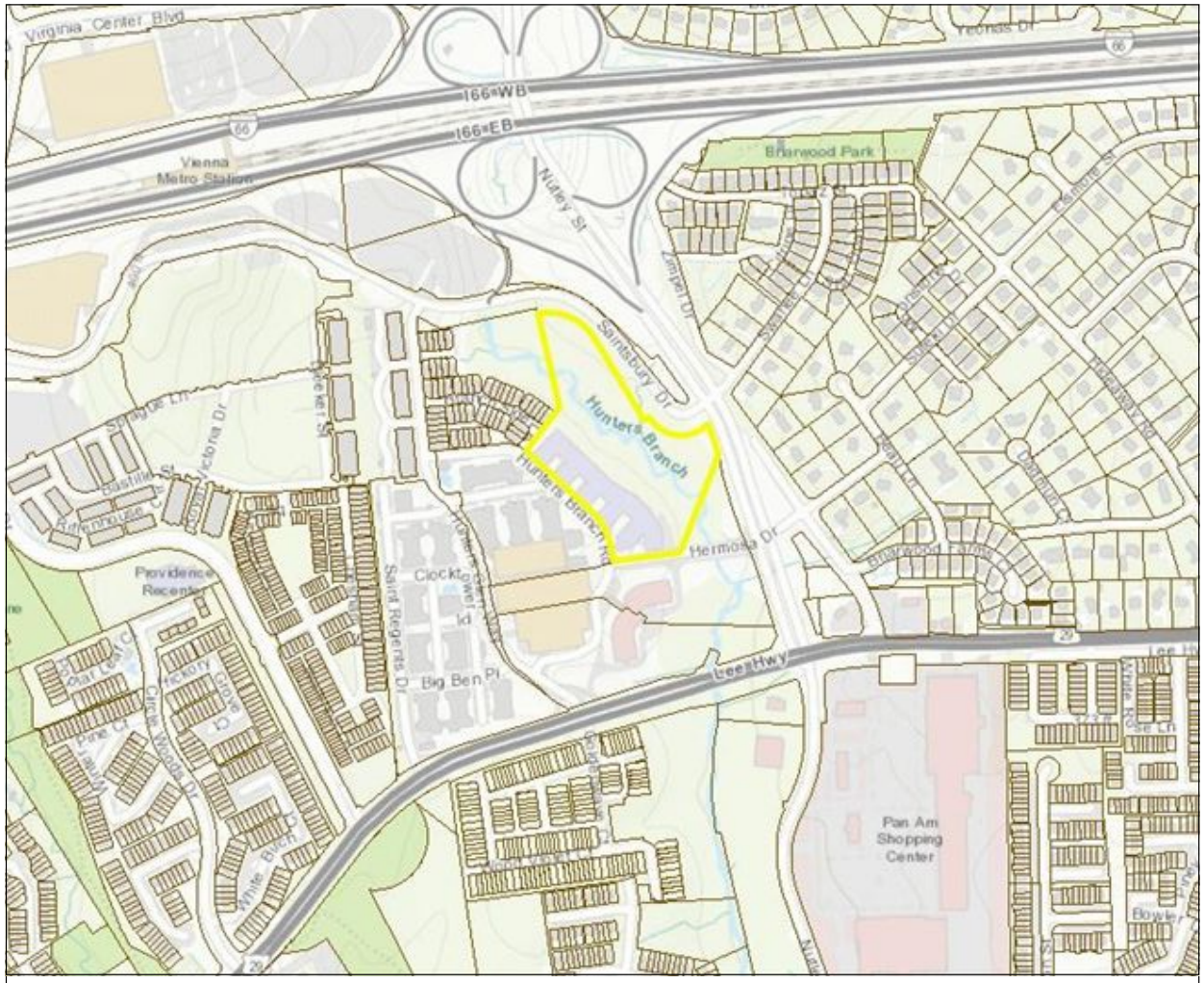
Sincerely,

Andrew Rashid
RASHIDARCHITECTS
4609 Cheltenham Drive
Bethesda, MD 20814
T 301.526.3932
arashid@rashidarchitects.com

Attachments:
Property Management Vehicle Registration List
Dwell Vienna Garage Photos

Attachment 3

Dwell Vienna 2975 Hunters Branch Road





Legend

- Parcels
- Parcels (for imagery)
- Fairfax County Border

Notes:

Map produced: 5/25/2017

0 0.28 0.6 Miles

This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

ACTION – 3

Approval of a Parking Reduction for the Proposed Lidl Grocery Store Located at 6801 Commerce Street in the Springfield Commercial Revitalization District (Lee District)

ISSUE:
Board approval of a 20 percent reduction in required parking for the proposed Lidl grocery store, 6801 Commerce Street, (Tax Map Reference 80-4 ((6)) 4C) in the Springfield Commercial Revitalization District (CRD), Lee District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a parking reduction of 20 percent for parcel 80-4 ((6)) 4C pursuant to Par. 3(A), Sect. A7-509, of the Fairfax County Zoning Ordinance on condition that:

"A. The minimum off-street parking requirements for any non-residential uses may be reduced by up to twenty (20) percent by the Board when it is demonstrated by the applicant and determined by the Board that such reduction is in furtherance of the goals of the Commercial Revitalization District as set forth in the adopted comprehensive plan. Such request may also be considered in conjunction with a rezoning and/or special exception application. The fee for a parking reduction set forth in Sect. 17-109 shall not be applicable.

For a mixed-use development in a PDC or PRM District, the minimum off-street parking requirements for residential and non-residential uses may be reduced by the Board in accordance with Article 11 and when it is demonstrated by the applicant and determined by the Board that such reduction is in furtherance of the recommendations of the adopted comprehensive plan for the area and that such reduction will not adversely affect the site or the adjacent area."

TIMING:
Board action is requested on July 11, 2017.

BACKGROUND:
The property is currently developed with a vehicle sales establishment consisting of single story showroom and an exterior multi-story parking area for vehicle display. The property is zoned C-8: Highway Commercial District. The vehicle dealership has relocated all of its operations to another site and the subject site is now currently vacant.

The applicant seeks to remove and raze the existing uses in favor of redeveloping the site with a new 42,374 gross square foot (GSF) Lidl grocery store. The proposal is a by-right redevelopment, and the only Board approval required is the subject parking reduction request. According to the Fairfax County Zoning Ordinance Section

11-104, the applicant must provide one (1) space per 200 square feet of net floor area for the first 1000 square feet, plus six (6) spaces per each additional 1000 square feet. This equates to 219 off-street parking spaces while operating as a grocery store. According to the applicant, a parking reduction of 20 percent for a total of 176 spaces is necessary to reduce the prominence and visibility of the on-site parking areas, while providing additional areas for streetscape and landscaping.

The requested 20 percent reduction is pursuant to Par. 3(A), Section A7-509, of the Zoning Ordinance, which provides that the Board may approve a reduction in parking requirement of up to 20 percent if the Board determines that such a reduction would further the goals of the Commercial Revitalization District as set forth in the Comprehensive Plan.

An objective of the Comprehensive Plan for the Springfield Community Business Center (CBC) is to become a more attractive and functionally efficient community-serving commercial and mixed-use area that emphasizes pedestrian amenities and circulation through revitalization and redevelopment.

The applicant has indicated on the proposed site plan new streetscape and pedestrian amenities. In general, these modifications are beneficial and will help create a more attractive and functional development.

The requested 20 percent parking reduction, as currently proposed, would support the Comprehensive Plan objective of creating a more attractive and functionally efficient area that emphasizes pedestrian amenities in the Springfield Community Business Center.

The recommended parking reduction was coordinated with the Office of Community Revitalization and the Department of Planning and Zoning.

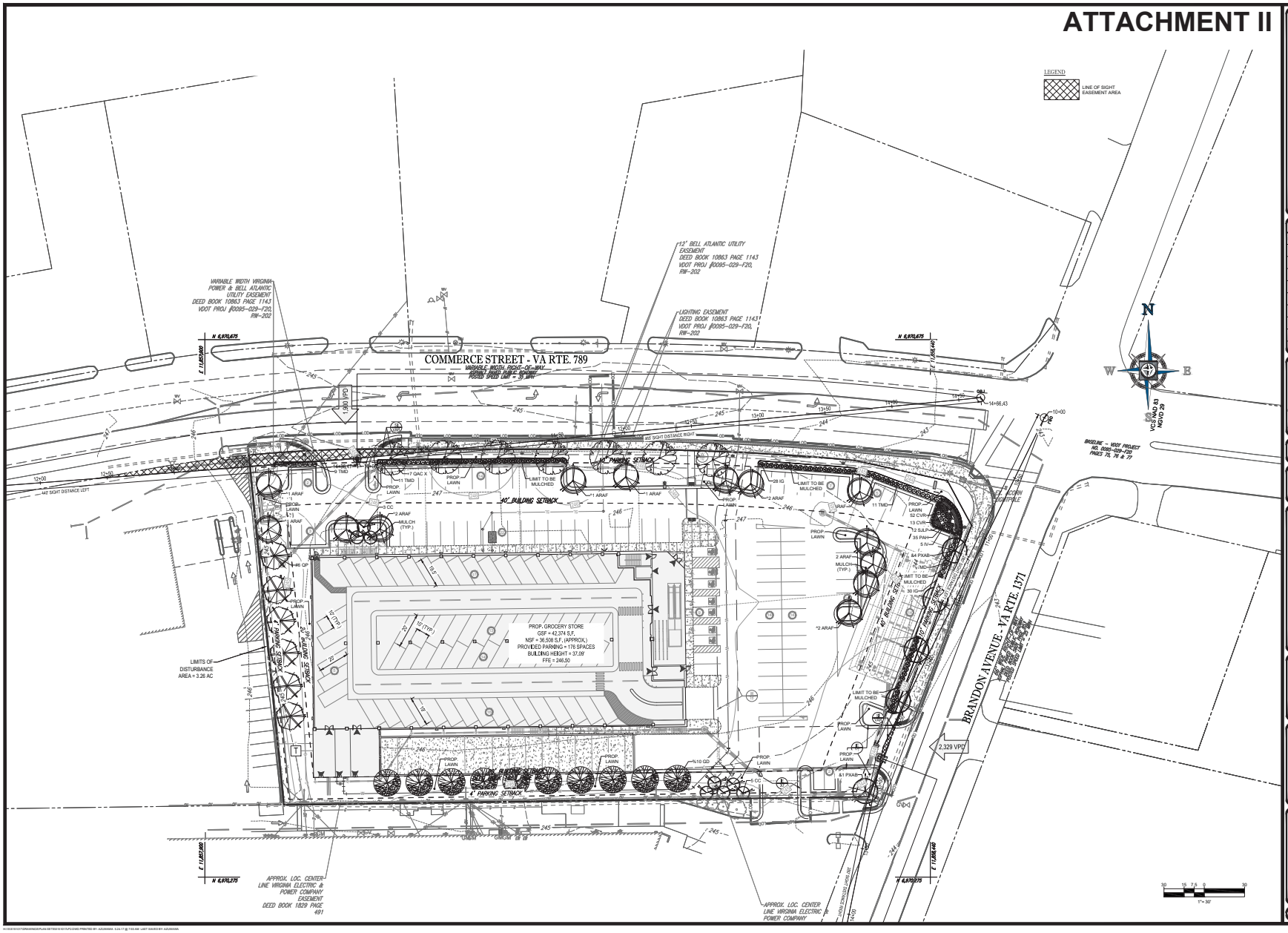
ENCLOSED DOCUMENTS:
Attachment 1: Aerial showing existing site
Attachment 2: Future conditions landscape/streetscape plan
Attachment 3: Site plan showing pedestrian circulation
Attachment 4: Streetscape cross-section for Commerce Street and Brandon Avenue
Attachment 5: Parking tabulation summary
Attachment 6: Ordinance text
Attachment 7: Existing streetscape photos

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division (PD), DPZ
Barbara Byron, Director, Office of Community Revitalization (OCR)
Douglas Loescher, Revitalization Program Manager, OCR
Denise James, Chief, Environment & Development Review Branch, PD, DPZ
Harvey Clark, Planner III, Environment & Development Review Branch, PD, DPZ

ATTACHMENT I



ATTACHMENT II



BOHLER ENGINEERING

SELECTIVE AND CONSULTING ENGINEERING
LAND SURVEYING
SUSTAINABLE DESIGN
PROGRAM MANAGEMENT
PERMITTING SERVICES
LANDSCAPE ARCHITECTURE
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	BY
1	03/17/17	REVISED PER ESI COMMENTS	AAZ
2	06/12/17	REVISED PER FAIRFAX COUNTY COMMENTS	GRP

THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE IN VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND DELAWARE CALL - 811

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	S151017
DRAWN BY:	GRP
CHECKED BY:	JCC
DATE:	03/10/17
SCALE:	1"=30'
CAD I.D.:	LP2

PROJECT:
PROP. SITE PLAN DOCUMENTS
FOR
LIDL SPRINGFIELD

LOCATION OF SITE
COMMERCE ST AND BRANDON AVE
FAIRFAX COUNTY
SPRINGFIELD, VA

BOHLER ENGINEERING
22636 DAVIS DRIVE, SUITE 250
STERLING, VIRGINIA 20164
Phone: (703) 709-9500
Fax: (703) 709-9501
VA@BohlerEng.com

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
C-701

LIDL STORE #P000788

ATTACHMENT III

SITE PLAN KEYNOTES

1. SIDEWALK AROUND THE ENTIRE PERIMETER OF BUILDING WITH CONCRETE CONTROL JOINTS.
2. PROVIDE 8" MINIMUM WIDTH CROSSWALK MARKINGS. 6" WIDE PAINTED WHITE STRIPING.
3. 6" BOLLARDS AT THE LIMITS OF FLUSH PAVEMENT. (SEE DETAIL SHEET C-1102)
4. TRANSITION FROM FLUSH CURB TO STANDARD 6" CURB HEIGHT. (SEE DETAIL SHEET C-1100)
5. FLUSH CURB USED AT FRONT OF STORE.
6. STANDARD 6" CURB AND GUTTER. GUTTER SLOPE SET TO PAVEMENT SLOPE IN PRIVATE DRIVES AND PARKING AREAS (SEE DETAIL SHEET C-1101)
7. FREE STANDING ID SIGN. TO BE CONSTRUCTED WITH SEPARATE PLAN.
8. "STOP" SIGN AND "STOP" BAR.
9. 12" CONCRETE BOLLARD. (SEE DETAIL SHEET C-1102)
10. CART CORRAL, SEE ARCH.
11. ADA PARKING SIGN PLACED BEHIND 6" BOLLARD. (SEE DETAIL SHEET C-1101)
12. FUTURE POTENTIAL ELECTRIC VEHICLE CHARGING STATIONS (X3). SEE ARCH.
13. 6" WIDE CONCRETE BANDING.
14. 2' CURB BREAK WITH 3' X 2' RIP RAP PAD. (SEE DETAIL SHEET C-1101)
15. CG-12 TYPE A/B ADA ACCESSIBLE RAMP. REFER TO SHEET C-400 FOR VDOT CURB RAMP TABLES AND SHEET C-1103 FOR VDOT DETAILS.
16. LOADING DOCK RAMP. REFER TO ARCHITECTURAL PLANS FOR DETAIL.
17. 4' - 6' CHAIN LINK FENCE WITH TOPRAIL. (SEE DETAIL SHEET C-1100)
18. 4' METAL FENCE. (SEE DETAIL SHEET C-1100)
19. 8' CONCRETE SIDEWALK PER FAIRFAX COUNTY COMPREHENSIVE PLAN
20. 12' CONCRETE SIDEWALK PER FAIRFAX COUNTY COMPREHENSIVE PLAN
21. BOLLARD MOUNTED SIGN
22. FIRE LANE SIGN
23. "LOADING ONLY" SIGN
24. LOADING SPACE. DOCK WIDTH IS 27.5' TO ACCOMMODATE 15' WIDE LOADING SPACE AND ADJACENT MINIMUM 12' WIDE LOADING SPACE IN COMPLIANCE WITH FAIRFAX COUNTY 80 11-202-10.
25. CG-11 COMMERCIAL ENTRANCE
26. RELOCATE EXISTING RF-3-14 HPS 14,000 LUMENS CARLYLE ACORN TO PROPOSED LOCATIONS. REPLACE IS DAMAGED QUANTITY: 6
27. INSTALL (1) RF-3-14 HPS 14,000 LUMENS TIWN (TWO LUMINARIES ON POLE) CARLYLE ACORNS, MOUNTED ON 18' FLUTED COMPOSITE BLACK POLE. QUANTITY: 1
28. INSTALL RF-3-14 HPS 14,000 LUMENS CARLYLE ACORN, MOUNTED ON 18' FLUTED COMPOSITE BLACK POLE. QUANTITY: 2
29. 2' BRICK AMENITY PANEL
30. TRASH ENCLOSURE

SITE PLAN NOTES

1. TRASH HANDLING TO BE PROVIDED INTERNALLY NEAR LOADING DOCK. REFER TO ARCHITECTURALS FOR DETAILS.

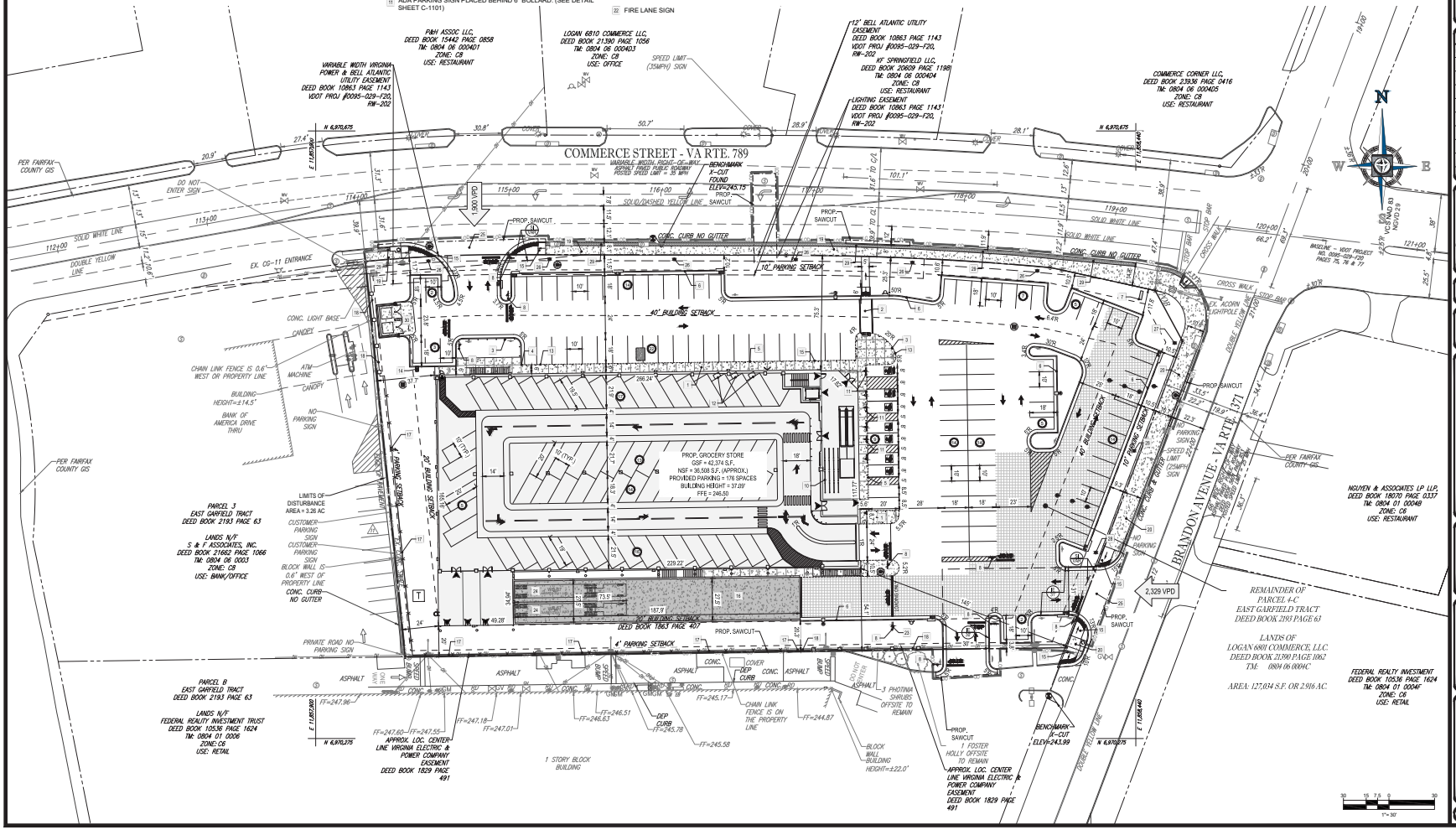
LEGEND

- HEAVY DUTY ASPHALT
- CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE
- 2' BRICK AMENITY PANEL

SEE SHEET C-1101 FOR PAVEMENT DETAILS

PARKING REQUIREMENTS

REQUIRED PARKING:	215 SPACES
PROPOSED PARKING:	176 SPACES
GARAGE:	65 SPACES
SURFACE:	104 SPACES
ADA:	7 SPACES (1 VAN)



BOHLER ENGINEERING
SITE DEVELOPMENT CONSULTANTS FOR ENGINEERING, ARCHITECTURE, LAND SURVEYING, LANDSCAPE ARCHITECTURE, AND SITE SUSTAINABLE DESIGN
LAND DEVELOPMENT PERMITTING SERVICES
TRANSPORTATION SERVICES
RALEIGH, NC
CHARLOTTE, NC
TAMPA, FL
ATLANTA, GA
AUSTIN, TX
DALLAS / FT. WORTH, TX
LAND DEVELOPMENT PERMITTING SERVICES
LANCASTER, PA
NEW YORK METRO
BOSTON METRO
NEW JERSEY
PHILADELPHIA, PA
BALTIMORE METRO
WASHINGTON METRO
NORTHERN VIRGINIA
HARRISBURG, PA

REVISIONS

REV.	DATE	COMMENT	BY
1	03/17/17	REVISED PER ESI COMMENTS	AAZ
2	06/12/17	REVISED PER FAIRFAX COUNTY COMMENTS	GRP

THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE: IN VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND NEW JERSEY
VA 1-800-552-4848 (TN 1-800-242-1776) (DC 1-800-257-7777)
MD 1-800-632-7961) (NJ 1-800-227-1717) (DE 1-800-282-8555)

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	S15.1017
DRAWN BY:	GRP
CHECKED BY:	JCC
DATE:	03/10/17
SCALE:	1" = 30'
CAD I.D.:	SP2

PROJECT: PROP. SITE PLAN DOCUMENTS FOR LIDL SPRINGFIELD

LOCATION OF SITE
COMMERCE ST AND BRANDON AVE
FAIRFAX COUNTY
SPRINGFIELD, VA

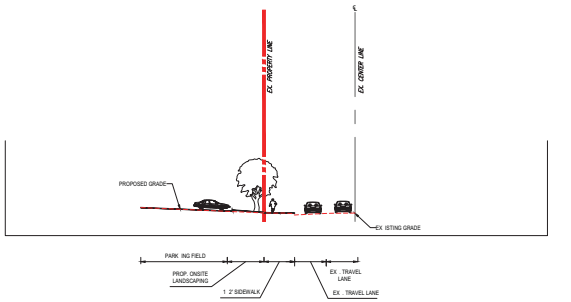
BOHLER ENGINEERING
22636 DAVIS DRIVE, SUITE 200
STERLING, VIRGINIA 20164
Phone: (703) 709-9500
Fax: (703) 709-9501
VA@BohlerEng.com

SHEET TITLE: SITE PLAN

SHEET NUMBER: C-300

LIDL STORE #P000788

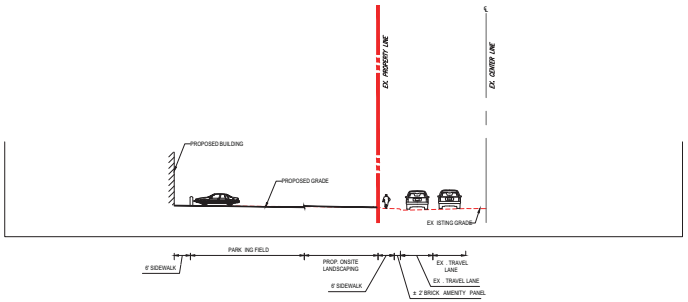
ATTACHMENT IV



CROSS SECTION A-A

SCALE: 1 " = 20 ' H ORIZ ONTAL
1 " = 20 ' VERTICAL

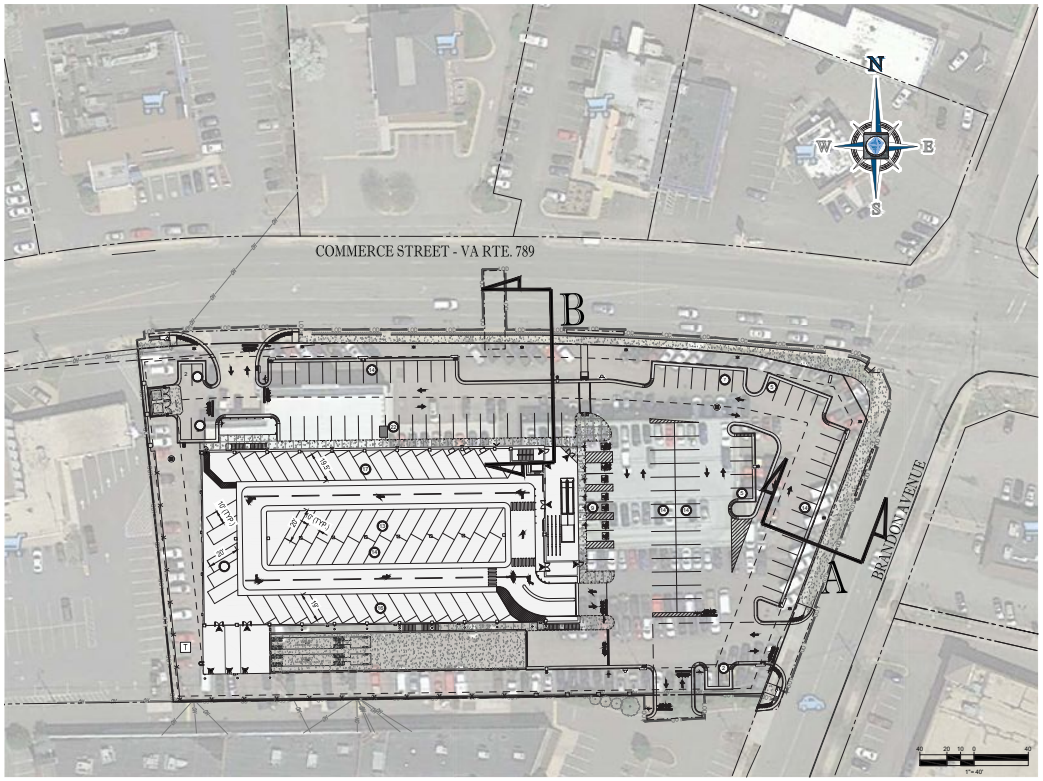
20 10 5 0 20
1"= 20'



CROSS-SECTION B-B

SCALE: 1 " = 20 ' H ORIZ ONTAL
1 " = 20 ' VERTICAL

20 10 5 0 20
1"= 20'



BOHLER ENGINEERING

LAND SURVEYING
SUSTAINABLE DESIGN
SITE DEVELOPMENT CONSULTING
PROGRAM MANAGEMENT
PERMITTING SERVICES
LANDSCAPE ARCHITECTURE
TRANSPORTATION SERVICES

PHILADELPHIA, PA
BOSTON, MASSACHUSETTS
RICHMOND, VIRGINIA
SOUTHEASTERN, PA
BELLEVUE, WASHINGTON
NEW YORK, NY
NEW JERSEY
NORTHERN VIRGINIA
NORTHERN MARYLAND
NEW ENGLAND
NEW YORK MET RO
NEW YORK, NY
NEW JERSEY
RICHMOND, VIRGINIA
SOUTHERN MARYLAND
CHARLOTTE, NC
DALLAS, TEXAS
SOUTH FLORIDA

REVISIONS

REV	DATE	COMMENT	BY

THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE IN VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND DELAWARE CALL - 811

NY 1-800-245-4848 (PA 1-800-242-1776) (DC 1-800-257-7777) VA 1-800-552-7001 (MD 1-800-257-7777) (DE 1-800-282-8555)

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	S151017
DRAWN BY:	SD
CHECKED BY:	JC
DATE:	03/10/17
SCALE:	AS SHOWN
CAD I.D.:	EX1

PROJECT:

PARKING EXHIBIT

FOR

LIDL US OPERATIONS, LLC

LOCATION OF SITE
LIDL STORE #P000788
COMMERCE ST AND
BRANDON AVE
FAIRFAX COUNTY
SPRINGFIELD, VA

BOHLER ENGINEERING
22636 DAVIS DRIVE, SUITE 250
STERLING, VIRGINIA 20164
Phone: (703) 709-9500
Fax: (703) 709-9501
VA@BohlerEng.com

SHEET TITLE:

CROSS SECTIONS

SHEET NUMBER:

1

REQUIRED OFF-STREET PARKING SPACES (PER ARTICLE 11-104 OF THE FAIRFAX COUNTY ZONING ORDINANCE)			
COMMERCIAL USE	**PARKING REQUIREMENT**	**PARKING SPACES REQUIRED**	**PARKING SPACES PROVIDED**
GROCERY STORE (±42,374 Gross Square Feet) (±36,508 Net Square Feet)	ONE (1) SPACE PER 200 FEET OF NET FLOOR AREA FOR THE FIRST 1,000 SQUARE FEET, PLUS SIX (6) SPACES PER EACH ADDITIONAL 1,000 SQUARE FEET.	1 SPACE x (1,000 NSF/200 NSF) + 6 SPACES x (35,508 NSF/1,000 NSF = 219 SPACES 219 SPACES MINUS 20% REDUCTION = 176 SPACES	176 SPACES

PARKING REDUCTION COMPUTATION		
20% PARKING REDUCTION DUE TO REVITALIZATION DISTRICT:	219 SPACES REQUIRED PRIOR TO 20% PARKING REDUCTION (= 219.0 SPACES)	176 SPACES REQUIRED AFTER 20% PARKING REDUCTION (= 219.0 x 0.80 = 176.0 SPACES)

ACCESSIBLE PARKING	
REQUIRED ACCESSIBLE SPACES: REQUIRED VAN ACCESSIBLE SPACES (1 PER 6):	7 ACCESSIBLE SPACES (INCLUDING VAN ACCESSIBLE SPACES) 2 VAN ACCESSIBLE SPACES
PROVIDED ACCESSIBLE SPACES: PROVIDED VAN ACCESSIBLE SPACES:	7 ACCESSIBLE SPACES (INCLUDING VAN ACCESSIBLE SPACES) 2 VAN ACCESSIBLE SPACES

REQUIRED LOADING OFF-STREET PARKING SPACES (PER ARTICLE 11-200 OF THE FAIRFAX COUNTY ZONING ORDINANCE)			
COMMERCIAL USE	**LOADING REQUIREMENT**	**LOADING SPACES REQUIRED**	**LOADING SPACES PROVIDED**
RETAIL SALES ESTABLISHMENT: STANDARD B.	STANDARD B: ONE (1) SPACE FOR THE FIRST 10,000 SQUARE FEET OF GROSS FLOOR AREA, PLUS ONE (1) SPACE FOR EACH ADDITIONAL 15,000 SQUARE FEET OR MAJOR FRACTION THEREOF.	3 LOADING SPACES	2 LOADING SPACES*

* IN COMPLIANCE WITH PFM SECTION 11-202.10, THE LOADING DOCK IS 27.5' FEET WIDE FOR TWO ADJACENT LOADING SPACES. A WAIVER WILL BE SUBMITTED UNDER SEPARATE COVER IN LIEU OF PROVIDING A THIRD LOADING SPACE.

ATTACHMENT V

16. Personal Service Establishment:

    One (1) space per 200 square feet of gross floor area

17. Quick-Service Food Store:

    Six and one half (6.5) spaces per 1000 square feet of gross floor area

18. Recreational Facility other than Theatre, Auditorium, Stadium, Bowling Alley or Swimming Pool:

    One (1) space per three (3) persons based on the occupancy load plus one (1) space per employee

19. Repair Service Establishment:

    One (1) space per 200 square feet of gross floor area

20. Retail Sales Establishment and Retail Sales Establishment-Large, except Furniture or Carpet Store:

    One (1) space per 200 square feet of net floor area for the first 1000 square feet, plus six (6) spaces per each additional 1000 square feet

21. Service Station:

    Two (2) spaces per service bay, plus one (1) space per employee, but never less than five (5) spaces

22. Service Station/Mini-Mart, Combination Service Station and Quick-Service Food Store:

    Two (2) spaces per service bay, plus six and one half (6.5) spaces per 1000 square feet of gross floor area devoted to the retail use

23. Shopping Center:

    A. 100,000 square feet of gross floor area or less: Four and three-tenths (4.3) spaces per 1000 square feet of gross floor area

    B. Greater than 100,000 but equal to or less than 400,000 square feet of gross floor area: Four (4) spaces per 1000 square feet of gross floor area

    C. Greater than 400,000 but less than 1,000,000 square feet of gross floor area: Four and eight tenths (4.8) spaces per 1000 square feet of gross floor area

    D. 1,000,000 square feet of gross floor area or more: Four (4) spaces per 1000 square feet of gross floor area

For purposes of determining whether Par. A, B, C or D above is applicable, the size of the shopping center shall be based on the definition of gross floor area as set forth in Article 20, and shall be inclusive of any gross floor area devoted to offices, eating establishments and hotels. The gross floor area calculation as qualified in Sect. 102 above shall then be used to determine the required number of parking spaces.

The off-street parking requirement set forth above shall be applicable to all uses in a shopping center, except that the area occupied by offices, eating establishments and hotels shall be parked in accordance with the applicable standards for such uses as set forth in this Section. For shopping centers subject to Par. A, B or C above, the area occupied by theaters shall be parked in accordance with the applicable shopping center requirement, provided that for theaters with more than 2000 seats, an additional three-tenths (0.3) space shall be provided for each seat above 2000 seats. For shopping centers subject to Par. D above, the area occupied by theaters shall be parked in accordance with the applicable shopping center requirement, provided that for theaters with more than 750 seats, an additional six (6) spaces shall be provided for each 100 seats above 750 seats.

In addition, for all shopping centers, stacking spaces as required by this Part shall be provided for those uses which have drive-in facilities.

24. Swimming Pool, Commercial:

    One (1) space per four (4) persons lawfully permitted in the pool at one time, plus one (1) space per employee

25. Theatre, Auditorium or Stadium:

    Three-tenths (0.3) space per seat or similar vantage accommodation

26. Vehicle Light Service Establishment:

    One (1) space per 200 square feet of net floor area, plus two (2) spaces per service bay, plus one (1) space per employee

27. Vehicle Major Service Establishment:

    Two (2) spaces per service bay, plus one (1) space per employee

28. Vehicle Sale, Rental and Ancillary Service Establishment:

    One (1) space per 500 square feet of enclosed sales/rental floor area, plus one (1) space per 2500 square feet of open sales/rental display lot area, plus two (2) spaces per service bay, plus one (1) space per employee, but never less than five (5) spaces

29. Vehicle Transportation Service Establishment:

    Based on the size and maximum number of company vehicles stored on site with a minimum of one (1) space per (1) employee on major shift, plus one (1) space per company vehicle stored on site.

30. Veterinary Hospital, Kennel:

ATTACHMENT VII

ATTACHMENT VII

Board Agenda Item
July 11, 2017

ACTION - 4

Endorsement of Design Plans for the Springfield Community Business Center (CBC) Commuter Parking Garage (Lee District)

ISSUE:
Board endorsement of the County design plans for the Springfield CBC Commuter Parking Garage. The project consists of a six level parking garage with approximately 1,100 commuter parking spaces and a seven bus bay transit transfer center, including kiss-and-ride and carpooling areas, pedestrian and bicycle access, bicycle storage, passenger waiting areas, and transit system information. The project also includes two community event areas, and a pedestrian bridge over Old Keene Mill Road.

RECOMMENDATION:
The County Executive recommends that the Board endorse the design plans for the Springfield CBC Commuter Parking Garage, including a pedestrian bridge over Old Keene Mill Road, generally as presented at the April 20, 2017, public hearing, and authorize the director of Fairfax County Department of Transportation to transmit the Board's endorsement to VDOT.

TIMING:
The Board should take action on this matter on July 11, 2017, to allow the County proceed with final design plans.

BACKGROUND:
The Springfield CBC Commuter Parking Garage will serve a critical role in reducing traffic congestion in Northern Virginia. The facility will operate as a transit transfer location allowing users to transfer from single-occupancy vehicles to more environmentally friendly, congestion reducing modes of transportation, including carpools and commuter bus service. The six level garage will create approximately 1,100 commuter parking spaces and provide seven bus bays for Fairfax Connector buses. It also will include a dedicated area for passengers using the extensive informal carpool system (i.e., slugging). The facility design includes pedestrian and bicycle access, bicycle storage, passenger waiting areas, and transit system information. In addition, the project includes a pedestrian bridge over Old Keene Mill Road. Finally, two community event areas, one on the ground level and one on the top level, are incorporated into the facility design. The proposed project will be located on one parcel of property that is owned by the County and currently used as a surface commuter parking lot. The development of the project was first described in the *Springfield*

Connectivity Study (2006). More recently, the project was recommended in the *Fairfax County Comprehensive Plan, 2013 Edition, Area IV – Franconia-Springfield Area and Fort Belvoir North Area* (as amended through 10-20-2015, pg. 28). This facility will build upon and enhance a variety of transit investments that have been made in the greater Springfield area over the past two decades.

PUBLIC HEARING COMMENTS:
A Design Public Hearing was held on Thursday, April 20, 2017, at the Key Middle School in Springfield, Virginia.

Twenty members of the public attended the public hearing. A total of 16 written, emailed, or oral comments were received. Comments were mostly positive and in support of the project. Of the 16 comments received, seven indicated support for the project as proposed, eight had questions or comments generally supporting the project, and one comment was opposed to the project. Many of the questions and comments involved request for additional facilities (such as an additional elevator bay at pedestrian bridge landing and a Capital Bikeshare station) with the project or questions why certain facilities (such as retail space) were not included with the project. The major concerns expressed were about potential increases to traffic within the nearby neighborhoods and alternate parking during construction for the current users of the existing surface parking lot. A copy of the public hearing flyer is attached (Attachment 2).

PROJECT SCHEDULE:
The schedule displayed during the public hearing is as follows:

- Start land acquisition in early 2018
- Start construction in fall 2019
- Complete project in early 2022

FISCAL IMPACT:
The project cost is estimated to be $63,810,000, and is funded with $55,872,500 in federal Congestion Mitigation and Air Quality Program funding, $1,237,500 in Federal Transit Administration funding, and $6,700,000 in County Commercial and Industrial Tax revenues. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Letter for Signature by Tom Biesiadny, Board Endorsement of Springfield CBC Commuter Parking Garage Design Plans
Attachment 2: April 20, 2017, Public Hearing Flyer

Board Agenda Item
July 11, 2017

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Ronald N. Kirkpatrick, Deputy Director, Capital Facilities, DPWES
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT
Michael J. Guarino, Transportation Planner IV, Capital Projects and Traffic Engineering Division, FCDOT
Deepak Bhinge, Project Manager, Building Design Branch, Capital Facilities, DPWES

County of Fairfax, Virginia

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

Ms. Helen L. Cuervo, P.E.
District Administrator
Northern Virginia District
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Springfield Community Business Center (CBC) Commuter Parking Garage, UPC 106274

Dear Ms. Cuervo:

On July 11, 2017, the Fairfax County Board of Supervisors endorsed the design plans for the Springfield Community Business Center (CBC) Commuter Parking Garage generally as presented at the April 20, 2017, public hearing. The project consists of a six level parking garage with approximately 1,100 commuter parking spaces and a seven bus bay transit transfer center, including kiss-and-ride and carpooling areas, pedestrian and bicycle access, bicycle storage, passenger waiting areas, and transit system information. The project also includes two community event areas, and a pedestrian bridge over Old Keene Mill Road.

Please call Michael Guarino at (703) 877-5731 or me at (703) 877-5663, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
Director

cc: Andrew Beacher, Manager, Preliminary Engineering, VDOT
Ronald N. Kirkpatrick, Deputy Director, Capital Facilities, DPWES
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT
Michael J. Guarino, Transportation Planner IV, Capital Projects Section, FCDOT
Deepak Bhinge, Project Manager, Building Design Branch, Capital Facilities, DPWES

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

Attachment 2

Department of Transportation
www.fairfaxcounty.gov/fcdot (703) 877-5600 TTY: 711

Department of Public Works and Environmental Services
www.fairfaxcounty.gov/dpwes (703) 324-5800 TTY: 711



Springfield Community Business Center Commuter Parking Garage

State Project: 0644-029-175, P101, R201, C501; UPC 106274 | Federal Project: CM-5A01 (742)

Design Public Hearing

Date/Time: **Thursday, April 20, 2017, 7 p.m.**

Meeting Location: **Key Middle School Cafeteria***

Address: **6402 Franconia Road, Springfield, VA***

Learn about the planning and design of the new Springfield CBC Commuter Parking Garage. Fairfax County staff will present the project and answer questions from the community.

http://www.fairfaxcounty.gov/fcdot/springfieldgarage.htm

* NEW LOCATION

Fairfax County ensures nondiscrimination and equal employment in all county programs, services and activities. Reasonable accommodations will be provided upon request. To request this information in an alternate format, please call Building Design and Construction Division, Department of Public Works and Environmental Services at 703-324-5800, TTY: 711.

Board Action Item
July 11, 2017

ACTION – 5

Approval of and Authorization to Execute an Agreement with Capital One Bank (USA), NA, Associated with Use of the Capital One Center

ISSUE:
Board approval of and authorization to sign an Agreement with Capital One Bank (USA), NA (Applicant), for use of the Capital One Center.

RECOMMENDATION:
The County Executive recommends that the Board approve the Agreement with Capital One Bank (USA), NA and authorize his execution of the Agreement substantially in the form presented at the meeting at which the Agreement is approved, with such changes, insertions and omissions as may be approved by the County Executive in consultation with the County Attorney, the execution of the Agreement with Capital One Bank by the County Executive to be conclusive evidence of the Board's approval of any such changes, insertions and omissions therein.

TIMING:
Board of Supervisors' action is requested on July 11, 2017.

BACKGROUND:
On July 11, 2017, the Board will consider PCA/CDPA/FDPA 2010-PR-021-002 (Zoning Cases) filed by the Applicant. These applications propose the construction of a new Capital One Center, which would contain approximately 125,000 square feet, including a 1,500-seat auditorium, a black box theater, classrooms, and an outdoor terrace. The Applicant proposes to satisfy its public facility commitments by allocating use of the Capital Once Center to the County and charitable, arts, nonprofit, and other civic organizations identified by Fairfax County (Public Facility Users), under the terms and conditions included in the attached Agreement. This Agreement is referenced in Proffer 13 of the Zoning Cases and includes detailed commitments for use of the Capital One Center.

The Applicant has provided a detailed explanation of the proposed Agreement and its framework for providing public facility use of the Capital One Center. This explanation was circulated to the Planning Commission for information and is attached as Attachment 2. It also details the Applicant's calculation of the public facility benefit.

At the request of the County, the Arts Council of Fairfax County developed a list of questions seeking information about primary discipline (dance, music, theater, or other areas), proposed programming, time required for each production, current program attendance, and fees paid for facility rental. The Arts Council promoted the survey from November 30, 2016, through January 11, 2017, to over 200 resident arts organizations in Fairfax County, and to an additional 2,300 online followers. After evaluating responses to the survey, and with input from local arts experts, Capital One amended its initial proposal as follows:

	Initial Proposal	Revised Proposal
Main Hall	19 Days	30 Days
Black Box	37 Days	70 Days
Classrooms	55 Days	224 Days

The local arts experts noted that community arts organizations currently pay a rental fee for the use of performing arts facilities and they largely recoup that fee by charging attendees an admission fee for performances. The arts experts recommended that Capital One charge a fee to Public Facility Users, so that those organizations share the financial risk associated with a staging a performance, have a stake in the success of an event through an incentive to sell tickets to performances, and commit to meet the scheduling requirements of the facility. In exchange for the rental fee, Capital One will provide standard production, security, front of the house staff, in-house equipment and lighting, and standard housekeeping services, all of which is detailed in the Attachments.

FISCAL IMPACT:
None

ENCLOSED:
Attachment 1: Agreement
Attachment 2: June 27, 2017, letter to Commissioner Niedzielski-Eichner

STAFF:
Michael S. Liberman, Director, Cable and Consumer Services

ASSIGNED COUNSEL:
Laura S. Gori, Senior Assistant County Attorney
Emily H. Smith, Assistant County Attorney

AGREEMENT

This Agreement is made as of this ___ day of _____, 2017 ("**Agreement**") by and between Capital One Bank (USA), National Association ("**Capital One**"), and Fairfax County ("**Fairfax County**").

RECITALS

A. In connection with PCA/CDPA/FDPA 2010-PR-021-02 (the "**Zoning Cases**"), Capital One intends to develop the Capital One Center ("**Center**") in the approximate location shown on the site plan attached hereto as Exhibit A on its real property located in Tysons, Virginia, and described on Exhibit B (the "**Property**" or "**Campus**"), and to engage a professional third-party services firm to manage and operate the Center (the "**Operator**").

B. The Center shall be developed in substantial conformance with the plans described on Exhibit C and shall be designed and maintained to include the following venues: (i) approximately 1500-seat professionally designed and equipped state of the art theatrical auditorium with an orchestra pit, a fly system, dressing rooms and lighting/sound/rigging systems (the "**Main Hall**"); (ii) approximately 250-seat black box/multi-purpose room with flexible seating configurations, basic theatrical lighting, audio/visual equipment, and a large blackout window overlooking the street below (the "**Black Box**"); and (iii) 2 classrooms (which can be combined to form a single classroom) (the "**Classrooms**"). The Center will also include front of the house and back of the house facilities to support use of the venues in the Center.

C. Pursuant to Proffer 13 ("**Proffer 13**") of the Capital One Proffers dated _____, and approved with the Zoning Cases (the "**Proffers**"), Capital One committed to enter into an Agreement with Fairfax County regarding the specific terms and conditions upon which Capital One would make the Center available for use by Fairfax County and eligible charitable, arts, nonprofit, and other community organizations identified by Fairfax County in the manner described below (collectively with Fairfax County, the "**Public Facility Users**").

D. Accordingly, this Agreement sets forth the terms and conditions Capital One and Fairfax County have agreed upon regarding the use of the Center by Public Facility Users.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. TERM.

a. Term; Commencement Date; Expiration Date. The term of this Agreement shall commence on the date of this Agreement (the "**Commencement Date**") and shall expire on the August 31st (the "**Expiration Date**") immediately following the last day of the thirtieth (30th) consecutive Season (as hereinafter defined), unless

sooner terminated or extended in accordance with the terms and conditions of this Agreement (the "**Term**").

b. Definition of Season. For purposes of this Agreement, a "**Season**" shall commence on September 1st of each year and run through June 30th of the following year. The first (1st) Season shall commence on the September 1st immediately following the first day the Center is open for public or private *(i.e.*, Capital One) events (the "**Opening Date**"), unless the Opening Date occurs after September 1 but prior to December 31 of a particular year, in which event the first (1st) Season shall commence on the actual Opening Date rather than September 1st. For illustrative purposes, if the Opening Date occurs on May 15, 2021, the first Season shall commence on September 1, 2021, and if the Opening Date occurs on October 1, 2021, the first Season shall commence on October 1, 2021. The actual Opening Date will not affect the number of Allocated Dates in the first Season to which Public Facility Users are entitled under Section II of this Agreement. Capital One currently intends that the first Season of the Center shall commence on or about September 1, 2021. On or before January 1, 2019 (the "**Agreement Update Date**"), Capital One shall notify Fairfax County of any then intended changes to the Opening Date. Thereafter, Capital One shall keep Fairfax County reasonably apprised of any changes to the Opening Date. Notwithstanding anything in this Agreement or any amendment or update to this Agreement, Capital One shall have no liability to Fairfax County or any Public Facility User if the Opening Date does not occur prior to the anticipated date set forth in any such document.

c. Optional Extension Term. During the twenty-fifth (25th) Season, Capital One and Fairfax County shall in good faith negotiate the terms and conditions upon which they would agree to an extension of the Term for a period of up to five (5) additional years to begin on the September 1st immediately following the original Expiration Date. The negotiation for the first possible extension will include consideration of an actual use analysis based on Operator Reports (as defined below) required by this Agreement, as well as the actual value of Public Facility User's use over the initial Term.

Three years before the end of any extended Term, Capital One and Fairfax County may in good faith negotiate additional extensions of the Term, each for a period of up to five additional years, upon such terms and conditions as may be mutually agreeable.

In the discretion of the Fairfax County Board of Supervisors and subject to its approval of the necessary appropriations, any optional extension term may allow Fairfax County to contribute funds to retain its Second Priority status or obtain a greater allocation of public use, subject to the agreement of Capital One.

II. USE.

a. Priority Use Policy. Presenters using the Center ("**Users**") shall be classified within the following priorities:

- First Priority: Capital One is the owner and the primary user of the Center. Capital One will be classified as the First Priority User of the Center.
- Second Priority: Fairfax County is classified as the Second Priority User.
- Third Priority: Users who contract to present at least five performances of two (2) single events in a subscription series or Users who contract to present at least eight single performances in any of the Center's venues in one given year are classified as Third Priority Users.
- Fourth Priority: Users who contract to present at least three performances of two (2) single events in a subscription series or Users who contract to present at least five single performances in a single event in any of the Center's venues in one given year are classified as Fourth Priority Users.
- Fifth Priority: All other Users shall be Fifth Priority Users.

The descriptions of the Third, Fourth, and Fifth Priority Users are preliminary and will be updated from time-to-time by Capital One and the Operator, including on or before this Agreement Update Date and on an annual basis thereafter.

b. Public Facility Use – Main Hall and Black Box. Notwithstanding Capital One's classification as the First Priority User, beginning with the first Season (the Opening Date of which will not affect the number of Allocated Dates to which Public Facility Users are entitled to use in the first Season under this Section II.b), and for each subsequent Season occurring during the Term, the parties have agreed that the following use of the Main Hall and Black Box, together with the use of the Classrooms under Section II.c, satisfies the requirements of Proffer 13. Accordingly, Fairfax County shall be entitled to the following number of calendar days for use of the following Center venues by Public Facility Users:

- Main Hall – One weekend (*i.e.*, consecutive Friday, Saturday, and Sunday) per month per Season for a total of thirty (30) days of use each Season [*i.e.*, 3 days per month per 10 months in each Season] (the "**Main Hall Allocated Dates**"); and
- Black Box – 7 days per month for a total of 70 days of use per Season [*i.e.*, 7 days per month 10 months in each Season]; provided that Public Facility Users shall only be entitled to one Friday, one Saturday and one Sunday per month, which may, in Fairfax County's discretion, but subject to availability, be used consecutively during some months (the "**Black Box Allocated Dates**"). Capital One shall direct the Operator to use commercially reasonable efforts to book more than one (1) event in the

Black Box on Black Box Allocated Dates to the extent that (i) the events are complementary, (ii) it is feasible, and (iii) the impacted Public Facility Users agree to any reasonable additional conditions that may be imposed by the Operator (such as expedited set-up and breakdown). In the event that more than one event is booked in the Black Box on a Black Box Allocated Date, the applicable Expense Fee shall be split equally between the impacted Public Facility Users. For illustrative purposes only, it may be feasible to have two (2) piano recitals by two (2) separate music groups in the Black Box on the same Black Box Allocated Date – one in the afternoon and one in the evening.

c. Public Facility Use – Classrooms. Beginning on the Opening Date, during each calendar year of the Term, Fairfax County shall be entitled to 220 days of use of the Classrooms by Public Facility Users per calendar year (*i.e.*, 110 days of use per Classroom per year; if the classrooms are combined into a single classroom, the day shall be counted as two days of use, one day per Classroom) (the "**Classroom Allocated Dates**"; together with the Main Hall Allocated Dates and the Black Box Allocated Dates, the "**Allocated Dates**"). If a Public Facility User desires to book a Classroom for less than six (6) hours on a given day of use, such use shall count as a half (1/2) Classroom Allocated Date, and a half (1/2) Classroom Allocated Date (*i.e.*, use of 6 hours or less) shall remain available to other Public Facility Users. The Classroom Allocated Dates shall be prorated for any partial calendar year occurring at the beginning or end of the Term, unless that partial calendar year results in an extension of the Term under Section 1.b above. The parties acknowledge that Fairfax County's use of the Classrooms as a polling place for four (4) days per calendar year under Proffer 13(G) shall not count as use of any Classroom Allocated Dates; provided, however, in the event that Fairfax County elects to use less than four (4) days of Classroom use under Proffer 13(G) in any given calendar year, the unused dates (up to 4 days) shall be added to the Classroom Allocated Dates available for such year under this Section II.c. The regularly available hours for Classroom use are currently intended to be 7:00 a.m. to 11:00 p.m. Capital One or the Operator shall promptly notify Fairfax County of any changes to the regularly available hours for Classroom use.

d. Types of Use. The Allocated Dates can be used for events, rehearsals, event set-up and break-down, meetings, social functions, or any other purposes consistent with the Center's events restrictions policy, as the same may be adopted, amended, modified, replaced, or updated from time-to-time with reasonable prior notice to Fairfax County (the "**Events Restrictions Policy**"). Such Events Restrictions Policy shall not preclude any of the contemplated uses identified in the Statement of Justification for this public facility, as submitted by Capital One in the Zoning Cases (i.e., school graduation ceremonies; local artist exhibitions; a base for a local performing arts troupes; Fairfax County Symphony Orchestra; County-sponsored dance classes; County-sponsored acting classes; gubernatorial debates; senatorial debates; local town hall meetings; civic awards ceremonies; and Fairfax County developmental events) or other similar uses, nor shall it

preclude use of the Classrooms as meeting space for Tysons-area property owners' associations. The initial Events Restrictions Policy shall be delivered to Fairfax County at least two (2) months prior to the Agreement Update Date. Fairfax County shall have no obligation to enforce the Events Restrictions Policy or police organizations placed on their Seasonal List (as hereinafter defined) for compliance with the Events Restrictions Policy. Capital One agrees to discuss the initial Events Restrictions Policy with Fairfax County before it is finalized.

e. Seasonal List of Eligible Public Facility Users. Beginning with the first Season, at least twenty-four (24) months prior to the start of each Season, Fairfax County will provide to Capital One and Operator: (i) a list of eligible Public Facility Users (the "**Seasonal List**") broken down by venue desired (*i.e.*, separate lists of potential Main Hall Users, potential Black Box Users and, if there are specific potential Classroom Users (as defined below) to be identified, potential Classroom Users); (ii) the identity of and contact information for a Fairfax County representative who will interact with the Operator in connection with any questions or concerns in connection with scheduling Allocated Dates (the "**Fairfax County Representative**"), except that interactions for the purpose of booking Allocated Dates shall occur as provided in Section II.f. below; and (iii) a list of criteria to be applied to identify charitable, arts, nonprofit, and other community organizations eligible to book Classrooms (the "**Classroom Criteria**") using Allocated Dates ("**Classroom Users**"); each prospective Classroom User must represent or demonstrate to the satisfaction of the Operator that they meet the Classroom Criteria. As and when Fairfax County deems it necessary to add or eliminate eligible Public Facility Users, Fairfax County may provide updated Seasonal Lists or updated Classroom Criteria to the Operator. Each Seasonal List shall include contact information for a designated representative of each organization on the Seasonal List. Whenever possible the Seasonal List will also include the Allocated Dates requested by each User on the list (*e.g.*, Main Hall Allocation for December; a sequential Wednesday, Thursday and Friday in the Black Box in November; recurring use of Classroom(s) on the second Wednesday of every month) and shall state whether the eligible Public Facility User's needs are flexible. Further, in the event that Fairfax County desires to control the number of Allocated Dates used by a particular Public Facility User on a Seasonal List, Fairfax County will include such information with the applicable Seasonal List. Fairfax County will require Public Facility User applicants to keep contact information current; notices of any changes in contact information for Public Facility Users on the then current Seasonal List shall be sent to both Fairfax County and Operator. In the event that Allocated Dates have already been booked by a Public Facility User previously identified on a Seasonal List who is subsequently removed from the applicable Seasonal List or a Classroom User who no longer meets the then applicable Classroom Criteria, as applicable (a "**Former Public Facility User**"), more than six (6) months prior to date of such User's first Allocated Date, such event shall be cancelled pursuant to the terms and conditions of the Rider (as hereinafter defined). In the event that a Former Public Facility User is removed from the applicable Seasonal List or no longer meets the then applicable Classroom Criteria, as applicable, six (6) months

or less from such User's first Allocated Date, such Former Public Facility User shall have the option under the Rider to elect to (i) keep such date(s) but pay the Center's then published commercial rates (including rent, ticketing fees, expense fees and reimbursable expenses) for the applicable venue, or (ii) cancel its event(s). In the event that a Former Public Facility User's event(s) is cancelled pursuant to this Section II.e, the exact date(s) of the cancelled event(s) shall thereafter be available to other Public Facility Users on the then applicable Seasonal List or meeting the then applicable Classroom Criteria, as applicable, subject to the Center's Events Restrictions Policy and any Scheduling Guidelines (as hereinafter defined). In the event that Former Public Facility User elects option (i) above, Capital One shall use good faith efforts to identify other possible dates as Allocated Dates (which in this case could be any day of the week regardless of the venue) for the applicable venue in the applicable Season (if any), subject to the Center's Events Restrictions Policy and any Scheduling Guidelines, but in no event shall Capital One or Operator be obligated to cancel or change any booked events regardless of User priority. Any changes to the Fairfax County Representative shall be promptly communicated to the Operator in writing.

f. Procedure to Book Allocated Dates in Main Hall and Black Box. After receiving a Seasonal List from Fairfax County, Capital One shall cause Operator to interact directly with an eligible Public Facility User's designated representative for purposes of booking that organization's Allocated Date event(s) in the Main Hall and Black Box, if any, for the applicable Season. Operator will notify the Fairfax County Representative if it is unable after three (3) attempts (each attempt to be on a different day) to reach an organization on the Seasonal List in connection with scheduling of Main Hall or Black Box Allocated Dates. Beginning twenty-four (24) months prior to the applicable Season, Public Facility Users on the then applicable Seasonal List may contact the Operator regarding their interest in the Main Hall and Black Box for the Season then being scheduled. Capital One shall cause Operator to consider the Public Facility User requests and any Fairfax County allocations set forth in the applicable Seasonal List, as well as scheduling constraints imposed by the First Priority User, the Events Restrictions Policy and any other scheduling guidelines adopted by the Center from time-to-time (the "**Scheduling Guidelines**") to determine the schedule for the applicable Season. No later than eighteen (18) months prior to the start of each Season during the Term, Operator shall notify Fairfax County and each designated representative identified on the Seasonal List for the Main Hall and Black Box of the final schedule of Public Facility User events in the Main Hall and Black Box on the Main Hall and Black Box Allocated Dates. Capital One shall cause the Operator to reasonably cooperate with the Fairfax County Representative and each Public Facility User representative identified on the applicable Seasonal List, and Fairfax County shall cause Public Facility Users and the Public Facility User Representative to reasonably cooperate with the Operator and Capital One, in connection with Operator's determination of the Public Facility User schedule for each Season of the Term, including, without limitation, an equitable balance of the types of use over a Season and from Season to Season and efficient use of the

Capital One Center in connection with set-up, rehearsals, performances, and breakdown. The determination of the final schedule for Main Hall and Black Box Allocated Dates for any Season during the Term shall be solely vested in the Operator, subject to the Center's priority use policy (as set forth in Section II.a above), the Events Restrictions Policy, and any Scheduling Guidelines in effect when the Seasonal List for that Season is provided.

Capital One shall deliver the initial Scheduling Guidelines to Fairfax County at least two (2) months prior to the Agreement Update Date. All updates or modifications to the then applicable Scheduling Guidelines shall be delivered to Fairfax County at least six (6) months prior to implementation. Any Scheduling Guidelines will reflect that Capital One and its Operator will exercise good faith efforts to schedule a diverse array of uses at the Center, excluding use of the Center as a corporate center.

g. Procedure to Book Allocated Dates in the Classrooms. There shall be a rolling one (1)-month period on a semi-annual basis (the "**Exclusive Booking Period**") for the Operator to exclusively book an organization identified as an eligible Classroom Public Facility User on the then applicable Seasonal List or meeting the then applicable Classroom Criteria, as applicable, for Classroom usage for the period six (6) months in the future, with such six-month period to commence at the end of the Exclusive Booking Period.) The Operator may book events in the Classrooms for the First Priority User anytime, including prior to the commencement of any Exclusive Booking Period (*i.e.*, more than six (6) months in advance of the event) but the Operator may not book events in the Classrooms for Third, Fourth or Fifth Priority Users until the applicable Exclusive Booking Period has expired. However, Capital One, as the First Priority User, shall not advance-book events in the Classrooms in such a way that would preclude the Operator from having a reasonably sufficient number of dates available for Public Facility Use of the Classrooms on the Classroom Allocated Dates in a given year. After each Exclusive Booking Period ends, the Classrooms shall be booked on a "first request, first serve" basis, but no requests for Public Facility Use of the Classrooms may be made more than six (6) months prior to the commencement of the applicable Exclusive Booking Period. Capital One shall cause the Operator to use good faith efforts to fulfill requests for Public Facility Use of the Classrooms made after the expiration of each Exclusive Booking Period, subject to remaining Classroom Allocated Dates for the applicable calendar year and the then current availability of the Classrooms. The Seasonal Lists delivered by Fairfax County may serve as an official request for Classroom usage if specific requests for Classroom usage are clearly set forth in the applicable Seasonal List (*e.g.*, recurring use of Classroom(s) on the second Wednesday of every month). Beginning six (6) months prior to the applicable Exclusive Booking Period, Public Facility Users on the then applicable Seasonal List or meeting the then applicable Classroom Criteria, as applicable, may contact the Operator regarding their interest in the Classrooms. Capital One shall cause Operator to consider the Public Facility User requests and Fairfax County allocations for Classrooms set

forth in the applicable Seasonal List, as well as scheduling constraints imposed by the First Priority User's Classroom usage, the Events Restrictions Policy, and any Scheduling Guidelines in booking the Classrooms. In the event of any conflict between Public Facility Users seeking to book the Classrooms, priority in Classroom booking shall be given to Fairfax County first, then to Tysons-based Classroom Users, then to all other Classroom Users after that. Beginning with the end of the first calendar year that the Operator accepts bookings for Classroom usage by Public Facility Users, within twenty (20) days after the end of each six (6)-month period during the Term (*i.e.*, January to June and July to December), the Operator shall deliver to the Fairfax County Representative a written report of the Classroom dates requested and booked by Public Facility Users for such 6-month period. Once all the Classroom Allocated Dates for a particular calendar year have been booked, the Operator shall have no obligation to book additional Public Facility Users for Classroom usage during such calendar year. The determination of the final schedule for Classroom Allocated Dates for any calendar year during the Term shall be solely vested in the Operator, subject to the Center's priority use policy (as set forth in Section II.a above), the Events Restrictions Policy and any applicable Scheduling Guidelines.

h. Use License Agreements. Each User, including, without limitation, the Public Facility Users, shall execute a use license agreement in a form and substance acceptable to Capital One and the Operator (the "**Use License**"). Each Use License executed by Operator with a Public Facility User for an Allocated Date event, including Fairfax County, shall be on the form most recently approved by Fairfax County and include the rider attached hereto as Exhibit D, with the blanks completed and other appropriate modifications to account for the circumstances of a particular Public Facility User or event (the "**Rider**"). The parties acknowledge and agree that form of the Use License Agreement and the Rider may only be amended, modified, replaced or updated with the prior written consent of Fairfax County, which shall not be unreasonably withheld, conditioned or delayed. Capital One or the Operator shall deliver the Center's initial Use License to Fairfax County on or prior to the Agreement Update Date. Upon execution of a Use License by any Public Facility User, including Fairfax County, neither the Use License nor the Rider may be amended, modified, replaced, or updated, except by written amendment executed by the parties.

i. Use Reporting. Within sixty (60) days after the end of each Season during the Term with respect to the Main Hall and the Black Box, and within sixty (60) days after the end of each calendar year with respect to the Classrooms, Capital One shall cause Operator to deliver a written report to the Fairfax County Representative detailing the number of Allocated Dates used in the Main Hall, the Black Box, or the Classrooms, as applicable; the identity of the Public Facility Users using each venue and their respective type of use; the identity of every User that cancelled an event booked on any Allocated Date(s); and any other reasonably requested information regarding use of the Center under this Agreement (each an "**Operator Report**"). After delivery of each annual

Operator Report, representatives of Owner and Operator shall meet with the Fairfax County Representative to review the applicable Operator Report and discuss any other issues with respect to a successful ongoing working relationship under this Agreement.

j. No Carry Forward. The parties acknowledge and agree that it is not feasible nor practicable for any unused Allocated Dates to be automatically or otherwise carried forward into future Seasons. Accordingly, regardless of the reason that Allocated Dates are not used, but subject to the terms and conditions of Section V below, any and all Allocated Dates not used during the applicable Season or calendar year will not be automatically or otherwise carried forward to use in subsequent Seasons or calendar years (as applicable). In no event shall Capital One be required to pay or otherwise reimburse Fairfax County for unused Allocated Dates, provided, however, that actual use of Allocated Dates shall be considered as part of the good faith discussion for the first possible extension of the Term under Section I.c above.

k. Other Public Use. If any Public Facility User desires to use the Center for events on dates other than the Allocated Dates for a particular Season or calendar year (as applicable), the parties acknowledge and agree that such use is outside the scope of this Agreement and that the applicable Public Facility User shall be required to contract directly with the Operator pursuant to separate use license agreement(s), without the Rider, as a Third Priority, Fourth Priority, or Fifth Priority User, as applicable, for such events at the prevailing rental rates, including base rent, facility fees, expense fees and reimbursable expenses, subject to availability and the Center's scheduling and use policies. Capital One shall, or shall cause its Operator, to reasonably coordinate with Fairfax County Park Authority to schedule events at any outdoor amphitheater located at the Property, subject to any applicable Events Restrictions Policy or Scheduling Guidelines; payment of applicable rent, fees and expenses; and scheduling constraints.

III. ADDITIONAL SERVICES TO BE PROVIDED TO FAIRFAX COUNTY

For Public Facility User events on the Allocated Dates, the Center will supply the following staff support for all events (collectively, the "**Included Services**"):

- Technical Director for the Main Hall /Production Manager for the Black Box - An experienced technical director for the Main Hall and an experienced production manager for the Black Box will be offered to advance and assist in producing events in the respective venues.
- Sales and Marketing Support - The Center will support Public Facility User's events at the Center with marketing, publicity and promotion support associated with their respective events.
- Set up Operations Staff - One or more operations support staff will be offered to assist in classroom activities, Black Box implementation and in Main Hall events.

- Box Office Support - A box office manager will be able to assist on a daily basis to fulfill box office needs, including series performance builds, daily series subscriber customer service, group sales assistance and support, email blasts, etc.
- Use of in-house equipment for each of the venues that is made available to all Users of such venue (collectively, the "**In-House Equipment**"). A list, including a technical description, of the In-House Equipment then planned for each venue shall be delivered to Fairfax County on or before the Agreement Update Date. The In-House Equipment will be consistent with a professionally designed and equipped state-of-the-art auditorium as determined by Capital One from time-to-time. Thereafter, Capital One shall cause the Operator to keep Fairfax County reasonably apprised of material changes to the In-House Equipment.

IV. RENT AND REIMBURSABLE EXPENSES

a. Rent. Public Facility Users will have no obligation to pay rent for Public Facility User events on the Allocated Dates set forth in Sections II.b and II.c above.

b. Expense Fee. Public Facility Users shall pay the Center a flat fee for costs and expenses incurred in connection with Public Facility User events held at the Center, which flat fee shall include: police/EMT services; event security; usage of the In-House Equipment applicable to such venue; front-of-the-house, security, general production operations and housekeeping /clean-up labor; labor for operating In-House Equipment for sound and lighting in the Main Hall and Black Box; and housekeeping fee, all as more fully described in Section 1 of Exhibit E (collectively, the "**Expense Fee**"). As of the Commencement Date, the Expense Fee for each venue is as follows:

- Main Hall - $1,950 per day
- Black Box - $500 per day
- Classrooms - $100 per Classroom per day (or $50 per Classroom per half day of use)

The Expense Fee may be increased by Capital One from time-to-time provided that at least one (1) year's prior notice of the increase has been given to Fairfax County. The Expense Fee shall not be increased prior to the date that is eighteen (18) months after the first day of the first Season. Thereafter, the Expense Fee may not be increased more frequently than three (3) years from the last increase. During the initial Term, no increase in the Expense Fee may exceed the CPI-U, All Items, U.S. City Average, unadjusted percent change over the year in which the Expense Fee was last adjusted. In no event may any increase in the Expense Fee apply to any event for which a Use License Agreement has already been fully executed.

Fairfax County shall be responsible for Expense Fees only when it executes a Use License Agreement with Operator as the Public Facility User for an event. Identification of any potential User as an "eligible" Public Facility User does not constitute a representation or warranty by Fairfax County with respect to the creditworthiness of any such User.

c. Reimbursable Expenses. Public Facility Users shall reimburse the Center for all direct costs incurred in connection with Public Facility User events held at the Center that are not already provided as Additional Services under Section III above or are not otherwise included in the Expense Fee, including, but not limited to, artist/talent related costs; stagehand labor; rental of equipment other than the In-House Equipment for the applicable venue; front-of-the-house, security, general production operations and housekeeping /clean-up labor in addition to the labor described in Section 1 of Exhibit E at the rates set forth in Section 2 of Exhibit E; labor costs for the installation, operation and removal of equipment other than In-House Equipment; food and beverage costs; and catering (collectively, the "**Reimbursable Expenses**"). There will be no mark-up on the Reimbursable Expenses by Capital One or Operator but the charges for Reimbursable Expenses may escalate from time-to-time; provided that changes to the hourly charges for labor may only be increased with at least one (1) year's prior written notice to Fairfax County. In order to accurately allocate expenses between items to be included in the Expense Fee and items for which Reimbursable Expenses are to be paid, on or before the Agreement Update Date, Capital One shall deliver a list of the In-House Equipment pursuant to Section III above and the labor associated with operating In-House Equipment which will be included in each of the venues and for which no Reimbursable Expenses shall be due in connection with the use thereof.

d. Waiver of Center Ticketing Fees and Facility Fee. As more fully described in the Use License, the Center typically charges a ticketing fee (in addition to the ticketing fee charged by the ticketing company engaged by the Operator) and a facility fee on all tickets for events at the Center. The Center shall waive its ticketing fee (but not the ticketing company's fee) and the facility fee for Allocated Dates events.

V. CASUALTY, CONDEMNATION AND CLOSURE

a. Substantial Damage; Force Majeure. In the event that a substantial portion of the Center or access to the Center is destroyed, or damaged, or taken in a condemnation or action in lieu of condemnation, or that Capital One is otherwise precluded from operating the Center in a manner that would allow Capital One to make the Center available for Public Facility User events by Force Majeure Events (as hereinafter defined), such that Capital One, in its reasonable discretion, determines to not continue to operate the Center in a substantially similar manner as operated prior to the event of casualty, taking or other Force Majeure Event for the First Priority and Second Priority Users, Capital One shall not be in default of

its obligations under this Agreement and shall have the right to terminate this Agreement upon written notice to Fairfax County. In such event, Capital One shall construct the Integrated Community Center in accordance with Proffer 14 of the Capital One Proffers unless (x) building permits for construction on all buildings designated as office buildings on the CDPA approved by the Board on [July 11, 2017] have already been issued as of such termination date, in which case, Capital One shall have the option to pay Fairfax County a termination fee, calculated in accordance with the schedule attached hereto as Exhibit F, or (y) the twelfth (12th) Season has concluded, in which case, Capital One shall have the option to (i) pay Fairfax County a termination fee, calculated in accordance with the schedule attached hereto as Exhibit F or (ii) build the Integrated Public Facility provided that Fairfax County elects in writing to contribute the difference between the termination fee then due under this Agreement and the actual Total Construction Costs (as defined in the Proffers) of the Integrated Public Facility in accordance with the terms of Option 2 under Proffer 14.E. The parties agree that the termination fee set forth on Exhibit F shall be adjusted on an annual basis by the Marshall & Swift Building Cost Index during the period between the date hereof and the Opening Date, with the first adjustment to be made on January 1, 2018 and each subsequent adjustment made on each January 1st occurring thereafter but prior to the Opening Date. Promptly after the Opening Date, the parties shall update Exhibit F to reflect such adjustment.

b. Term Extension. In the event of a casualty, condemnation, action in lieu of condemnation, repair, renovation, regulatory compliance and/or other Force Majeure Event that results in the closure of the Center for a period in excess of ninety (90) days unless this Agreement is terminated under Section V.a above, the term of this Agreement shall be extended on a day-for-day basis for the length of the closure.

c. Impact on Allocated Dates. In the event of a closure for casualty, condemnation, repair, renovation, regulatory compliance and/or other Force Majeure Event that results in the closure of the Center for a period of less than ninety (90) days and previously scheduled Allocated Dates not being rescheduled under the applicable Use License, to the extent feasible, such Allocated Dates shall be put back into the pool of possible Allocated Dates (which for purposes of this provision could be any day of the week regardless of venue) for the applicable Season for events in the Main Hall or the Black Box or calendar year for the Classrooms, subject to availability, the Use Restrictions Policy and any Scheduling Guidelines.

VI. DEFAULT AND REMEDIES

a. Default, Notice and Cure. In the event that either party fails to timely perform its obligations under this Agreement, prior to the non-defaulting party exercising any remedy hereunder, the non-defaulting party shall deliver written notice to the defaulting party and the defaulting party shall have a reasonable opportunity to cure the default. The length of the cure opportunity shall be reasonable in light of

the circumstances and type of default, but in no event shall the length of a cure opportunity be less than thirty (30) days, except in the event of an emergency involving imminent harm to any person or imminent substantial damage to property.

b. Injunctive Relief. In addition to any other remedy available at law, in equity, or otherwise, after the giving of notice and a reasonable opportunity to cure under Section VI.a, either party shall have the right to seek to enjoin any breach hereunder and/or obtain specific performance of this Agreement by the defaulting party upon meeting its burden of proof of such breach as required by applicable statute or rule of law.

c. Unique Qualities. Because this Agreement is a unique agreement, the rights and benefits that will accrue to each party by reason of this Agreement are unique, and a non-defaulting party may not be adequately compensated in monetary damages for a defaulting party's failure to comply with its obligations under this Agreement; therefore, each party shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that the other party violates its obligations under this Agreement (after notice and opportunity to cure).

d. Limitation of Liability. In no event shall either party be entitled to consequential or special damages.

VII. CONSTRUCTION; MISCELLANEOUS

a. Construction of this Agreement.

(i) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the conflict of law principles thereof. The parties agree that any litigation arising out of this Agreement or the attempted termination hereof shall be filed exclusively in federal district court located in Virginia or in state court located in Fairfax County, Virginia, and the parties expressly consent to the exercise of personal jurisdiction over them by such courts.

(ii) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference; in no way are they intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(iii) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of Capital One and Fairfax County with respect to the subject matter hereof, except that the terms of the Proffers, particularly Proffers 13 and 14, still apply to the Property. No alterations, amendments, or modifications to this Agreement shall be valid unless

memorialized in an instrument signed by each of the parties hereto. The parties acknowledge and agree that an alteration, amendment or modification of this Agreement does not necessitate a Proffered Condition Amendment (a "**PCA**") unless the Fairfax County Zoning Administrator determines that any such alteration, amendment or modification would not be in substantial conformance with the then existing Zoning Cases, including all proffers (subject to all applicable appeals), in which case a PCA would be required.

(iv) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(v) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(vi) Successors. This Agreement shall run with the land, and the Agreement or a memorandum of the Agreement will be recorded in accordance with Section VII.b(iv) below, and be binding upon, and shall inure to the benefit of, the successors and assigns of Capital One and any future owner of the Property and, if later owned separately, the Center, and to such successors and assigns of Fairfax County as are permitted to succeed to Fairfax County's rights, upon and subject to the terms of Section VII.b(iii) below. Capital One will notify Fairfax County promptly after any transfer, including any sale or long-term ground lease, of the Property. Capital One will cause any such successor or assign to assume all obligations under this Agreement.

(vii) Independent Contractor; No Partnership. Capital One and Fairfax County shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, Capital One or Fairfax County a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

(viii) Singular and Plural. Whenever the context so requires, the singular shall include the plural, and the plural shall include the singular.

(ix) Conflict. In the event of a conflict between the terms of this Agreement and any Use License, including a Rider attached thereto, with respect to the use of the Center, the terms of this Agreement between Capital One and Fairfax County shall govern and control as between the two of them.

b. Miscellaneous.

(i) Waiver. The failure of any party to enforce any of the provisions of this Agreement or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or

exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(ii) Rights Reserved by Capital One. Subject to this Agreement, Capital One shall have the right, without the prior consent of Fairfax County, to (i) sell, convey, transfer, lease, mortgage, or encumber the Center; (ii) engage Center operators and managers; or (iii) file and pursue PCAs, CDPAs, FDPAs, site plans, or other amendments to the Zoning Cases for any reason (subject to the terms of Section VII.a(iii) with respect to amendment of this Agreement).

(iii) Assignment by Fairfax County. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Fairfax County without the prior written consent of Capital One, which consent Capital One may withhold in its sole discretion.

(iv) Memorandum of Agreement. Capital One and Fairfax County agree that this Agreement or a mutually acceptable memorandum or short form of this Agreement shall be recorded among the Land Records of Fairfax County, Virginia.

(v) Force Majeure Events. For purposes of this Agreement, the following shall be considered "**Force Majeure Events**": casualty or unforeseeable cause beyond the control of Capital One or Fairfax County, as applicable, including, without limitation, acts of nature; acts of terrorism; national emergency resulting from war; an order of the United States government or the Commonwealth of Virginia or any of their respective official agencies applicable to the Property, the Center, Capital One or its successor(s), if applicable; bank regulatory rules, regulations, guidelines and interpretations applicable to Capital One or to the then owner of the Center; fires; floods; epidemics; quarantine restrictions; strikes; labor disputes; failure of public utilities; or unusually severe weather.

(vi) Representation. As of the Commencement Date, Capital One is the fee owner of the Property, and the property upon which the Center is to be constructed is not encumbered by any mortgage, deed of trust or ground lease.

(vii) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to Capital One:

Capital One Bank (USA), National Association
1680 Capital One Drive
McLean, VA 22102
Vice President, Work Place Solutions

With a copy to:	Capital One Bank (USA), National Association 1680 Capital One Drive McLean, VA 22102 Chief Counsel – Transactions
If to Fairfax County:	Fairfax County County Executive 12000 Government Center Parkway, Suite 552 Fairfax, Virginia 22035
With a copy to:	Fairfax County Attorney Office of the County Attorney 12000 Government Center Parkway, Suite 549 Fairfax, Virginia 22035

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION:

By: _____ _____
Date

Print Name: _____
Title: _____

FAIRFAX COUNTY:

By: _____ _____
Date

Print Name: _____
Title: _____

-- End of Signature Pages --

Exhibits A, B, C, D, E and F Follow:

EXHIBIT A

Site Plan of the Campus with the Center Identified

See Sheet 3 of the FDPA from the Zoning Case

EXHIBIT B

Legal Description

Description of Parcel A1Westgate Industrial Park being the property of Capital One Bank Providence District Fairfax County, Virginia:

Beginning at a point on the northerly right of way line of Dolley Madison Boulevard (Route 123) marking the most westerly corner of Outlot C, Westgate Industrial Park;

thence with said northerly right of way line of Dolley Madison Boulevard

S 81° 08' 29" W, 245.98 feet

to a point marking the point of curvature of a non-tangent 216.54 foot radius return to the right at the northeasterly intersection of said Dolley Madison Boulevard with the Capital Beltway (Route 495);

thence departing from said northerly right of way line of Dolley Madison Boulevard and

303.26 feet along the arc of said return having a chord bearing and chord of N 26° 10' 04" W, 279.08 feet respectively,

to a point on the southeasterly right of way line of said Capital Beltway marking the point of compound curvature of a curve to the right;

thence with said southeasterly right of way line of the Capital Beltway and continuing with the easterly line of a portion of former Old Springhouse Road (Vacant) the following three (3) courses:

1,001.45 feet along the arc of said curve having a radius of 3,503.94 feet and chord bearing and chord of N 22° 08' 29" E, 998.04 feet respectively, to a point;

N 30° 19' 45" E, 239.44 feet to a point and

N 27° 25' 55" E, 53.17 feet

to a point marking the intersection of the said southeasterly right of way line of former Old Springhouse Road with the southwesterly right of way line of Scotts Crossing Road (Route 8102);

thence departing from former Old Springhouse Road and with said southwesterly right of way line of Scotts Crossing Road the following fourteen (14) courses:

S 52° 17' 46" E, 31.83 feet to a point;

S 47° 38' 00" E, 69.30 feet to a point;

S 41° 37' 53" E, 96.39 feet to a point;

S 52° 08' 56" E, 160.93 feet to a point;

S 57° 49' 33" E, 64.23 feet to a point;

S 58° 17' 28" E, 85.00 feet to a point;

S 62° 04' 21" E, 324.43 feet to a point;

S 54° 27' 21" E, 68.91 feet to a point;

S 34° 43' 02" E, 52.07 feet to a point;

S 41° 22' 07" E, 23.98 feet to a point;

S 39° 37' 14" E, 64.44 feet to a point;

S 12° 20' 37" E, 60.48 feet to a point;

S 21° 21' 08" W, 46.77 feet to a point and

S 68° 38' 52" E, 92.23 feet

to point on the northwesterly line of Outlot B, Westgate Industrial Park;

thence departing from said southwesterly right of way line of Scotts Crossing Road with the northwesterly line of said Outlot B, Westgate Industrial Park and continuing with the northeasterly terminus of Old Springhouse Road (Route 3543), the northwesterly line of Outlot A, Westgate Industrial Park, the southwesterly terminus of said Old Springhouse Road and the northwesterly line of aforementioned Outlot C, Westgate Industrial Park

S 59° 02' 17" W, 1,237.00 feet

to the point of beginning.

Containing 1,070,014 square feet or 24.56459 acres of land.

EXHIBIT C

Plans of the Center

See Sheets 8E, 8F, 16C, 16D AND 25I of FDPA from the Zoning Case

EXHIBIT D

Form of Initial Rider to Use License Agreement

RIDER TO USE LICENSE AGREEMENT

This Rider (this "Rider") is hereby annexed to that certain Use License Agreement dated as of the date hereof (the "Use License") from _____ ("Operator") to _____ ("Licensee").

RECITALS:

A. Capital One Bank (USA), National Association ("Owner") and Fairfax County entered into that certain Agreement dated _____, 2017 ("Agreement"), pursuant to which Owner agreed to make the venues at the Capital One Center (the "Facility") available on certain days to Fairfax County and eligible charitable, arts, nonprofit, and other community organizations identified by Fairfax County in the manner described therein (collectively with Fairfax County, the "Public Facility Users").

B. Operator entered into a Management Agreement with Owner, pursuant to which Operator was retained by Owner to provide management services for the Facility.

C. Fairfax County identified Licensee as an eligible Public Facility User under the Agreement and, as a result thereof, Licensee and Operator have entered into the Use License for use of the _____ venue (the "Venue") on _____, 20___ (the "Event").

D. Pursuant to the terms of the Agreement, Operator and Licensee are entering into this Rider to supplement the terms of the Use License.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, Operator and Licensee hereby agree as follows:

1. Incorporation; Conflict; Definitions. This Rider is incorporated into the Use License as if fully set forth therein and shall be considered part of the Use License for all purposes. In the event of a conflict between the terms of this Rider and the Use License, the terms of this Rider shall govern and control. All initially capitalized terms used in this Rider but not defined herein shall have the meanings given to such terms in the Use License.

2. No License Fee. Notwithstanding anything in the Use License to the contrary, in no event shall Licensee have any obligation to pay a License Fee for the Event.

3. Expense Fee. In lieu of a License Fee, Licensee shall pay to Operator a flat fee for the Event in the amount of $_____ (the "Expense Fee"). The Expense Fee shall be paid at the time, and in the manner, that the License Fee is to be paid under Section [__] of the Use License. Payment of the Expense Fee shall reserve Licensee's use of the

Venue for the Event. The Expense Fee includes the following services, which are more fully described in Section 1 of Exhibit A attached hereto:

a. Police/EMT services (for Main Hall and Black Box Events only);
b. Event security (for Main Hall and Black Box Events only);
c. Usage of the In-House Equipment applicable to the Venue. A list of "In-House Equipment" is attached hereto as Exhibit B;
d. Front-of-the-house, security, general production operations and housekeeping /clean-up labor as more fully described in Section 1 of Exhibit A attached hereto;
e. Labor for operating In-House Equipment for sound and lighting in the Venue (if any); and
f. A housekeeping fee as more fully described in Section 1 of Exhibit A attached hereto.

4. Reimbursable Expenses. Notwithstanding anything in Section [__] of the Use License to the contrary, Licensee shall only be obligated to pay the for the following Reimbursable Expenses:

a. Direct costs incurred by Licensee in connection with the Event that are not included in the Expense Fee;
b. Artist / talent related costs;
c. Stagehand labor;
d. Rental of equipment other than the In-House Equipment for the Venue;
e. Front-of-the-house, security, general production operations and housekeeping /clean-up labor in addition to the labor described in Section 1 of Exhibit A, at the rates set forth in Section 2 of Exhibit A;
f. Labor costs for the installation, operation and removal of equipment other than In-House Equipment;
g. Food and beverage costs; and
h. Catering costs.

Operator agrees with Licensee that there will be no mark-up on the Reimbursable Expenses to be paid by Licensee under the Use License.

5. Facility and Ticketing Fee Provisions. The Facility Fee described in Section [__] of the Use License and the Center Ticketing Fee charged by the Operator and described in Section [__] of the Use License are hereby waived by Owner and Operator for the Event. Licensee acknowledges and agrees that the Ticket Company Fee described in Section [__] of the Use License will not be waived and Licensee shall be required to pay such Ticket Company Fee in accordance with the terms and conditions of Section [__] of the Use License, if applicable.

6. Strict Cancellation Policy. Licensee has been fully informed that only a limited number of dates are made available to Public Facility Users at significantly reduced rates. Licensee acknowledges that (i) being granted a use license for an event is a privilege; (ii) the grant to Licensee may have precluded other eligible Public Facility Users from being

granted a use license for an event; (iii) Licensee is paying a significantly reduced rate for use of the Venue; and (iv) Owner and Operator may have foregone events generating significant revenue in favor of granting Licensee the Use License for the Event. As such, cancellation of the Event by Licensee is strongly discouraged and Fairfax County has requested that a strict cancellation policy be enforced against Licensee. Accordingly, if Licensee cancels the Event for any reason (except for cancellation under Section 7 below), Operator, with the consent and approval of Fairfax County, will strictly enforce the terms and conditions of this Section 6 against Licensee. Specifically, Licensee shall (x) forfeit the Expense Fee as follows: [For Main Hall events, 100% of the Expense Fee shall be forfeited if a cancellation notice is received by Operator ninety (90) days or less before the Event; and 50% of the Expense Fee shall be forfeited if the cancellation notice is received by Operator more than ninety (90) days before the Event.] [For Black Box or Classroom events, 100% of the Expense Fee shall be forfeited]; (y) pay a cancellation fee calculated in accordance with this Section 6 at the time of written notice of cancellation is delivered to Operator; and (z) reimburse Operator for all Reimbursable Expenses incurred prior to the effective date of cancellation within ten (10) business days after receipt of an invoice for such expenses. No cancellation of an Event shall be effective until Operator has received the written cancellation notice. The cancellation fee shall equal ten percent (10%) of the revenue that Operator would have received if the Venue had been booked at the full commercial rate on date(s) of the Event. The parties hereby agree that the cancellation fee for the Event is $_____ [TO BE COMPLETED AT THE TIME OF EXECUTION].

7. Licensee No Longer a Public Facility User. In the event that (i) Licensee is removed by Fairfax County from the then current list of eligible Public Facility Users delivered to Owner and Operator under the Agreement, or (ii) Operator becomes aware that Licensee no longer meets the criteria established by Fairfax County for use of the Classrooms, as applicable, then Operator will promptly deliver a written notice to Licensee notifying Licensee of the change in their status as an eligible Public Facility User ("Status Change Notice"). If the Status Change Notice is delivered to Licensee more than six (6) months prior to first date of the Event, the Event will be cancelled as of the date of the Status Change Notice and Licensee shall not be obligated to pay the Expense Fee for the cancelled event but shall promptly reimburse Operator for any Reimbursable Expenses incurred prior to the effective date of the cancellation. If the Status Change Notice is delivered to Licensee six (6) months or less from the first date of the Event, Licensee shall have the option to elect to (x) keep the date(s) specified in the Use License for the Event but pay the then published commercial rates (including the License Fee (in lieu of the Expense Fee), Ticketing Fees, Facility Fees and all applicable Reimbursable Services Expenses as more fully set forth below) for the Venue, or (y) cancel the Event in accordance with this paragraph. Licensee shall make such election in writing within ten (10) days of receipt of the Status Change Notice.

   a. License Fee: $_____ (see Section [__] of the Use License).
   b. Ticketing Fees: Both Ticket Company Fees and Center Ticket Fees shall be due (see Section [__] of the Use License).
   c. Facility Fee: The Facility Fee shall be due (see Section [__] of the Use License).

d. Reimbursable Expenses: Section [__] of the Use License shall apply rather than Section 4 of this Rider.

8. Insurance Requirements. In lieu of the insurance coverages set forth in Section [__] of the Use License, Licensee shall be obligated to provide the following insurance:

IF A PARTICULAR PUBLIC FACILITY USER IS UNABLE TO PROVIDE THE INSURANCE SET FORTH IN THE USE LICENSE AGREEMENT, IT WILL BE MODIFIED IN THE RIDER. IF FAIRFAX COUNTY IS THE PUBLIC FACILITY USER, THEY WILL PROVIDE THE INSURANCE IDENTIFIED IN SECTION 9(G) BELOW (THE FOLLOWING IS SUBJECT TO THE REVIEW AND COMMENT OF THE OPERATOR AND CAPITAL ONE PRIOR TO THE EXECUTION OF A USE LICENSE AGREEMENT WITH FAIRFAX COUNTY)]:

At least forty-eight (48) business hours prior to the first day of the Event, Licensee shall deliver to Operator all insurance certificates required under Section [__] of the Use License. If Licensee fails to provide the insurance certificates by such time, Operator shall provide insurance for the Event and charge Licensee for such insurance at the rate of $_____ per person in attendance at the Event.

9. [Specific Provisions for Fairfax County as Licensee Specific Provisions-ONLY INCLUDE IF FAIRFAX COUNTY IS LICENSEE]

a. Notwithstanding anything in the Use License to the contrary, the parties acknowledge and agree that Section [___] (Indemnification by Licensee) is deleted in its entirety without replacement.

b. Nothing in the Use License shall be deemed a waiver of sovereign immunity. Fairfax County will not be obligated under this Use License Agreement to indemnify or hold Capital One or Operator harmless and any such provision to that effect shall be unenforceable and not have any effect as to Fairfax County.

c. Notwithstanding anything in the Use License to the contrary, the parties acknowledge and agree that Fairfax County will not pay any attorney's fees, incurred by Operator or Licensor in connection with any dispute that may arise in connection with the County's use of the Center.

d. Notwithstanding anything in the Use License to the contrary, the parties acknowledge and agree that Fairfax County will not pay finance or interest charges on unpaid invoices.

e. LIMITATION OF LIABILITY. Notwithstanding anything in the Use License to the Contrary, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE COUNTY SHALL NOT BE LIABLE TO THE OPERATOR FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE LICENSE. THE COUNTY'S AGGREGATE LIABILITY DIRECTLY OR

INDIRECTLY ARISING FROM, IN CONNECTION WITH, OR UNDER, THE USE LICENSE, SHALL NOT EXCEED THE APPLICABLE EXPENSE FEE (INCLUDING ANY AGREED UPON REIMBURSABLE EXPENSES) AND, IF APPLICABLE, THE CANCELLATION FEE UNDER SECTION 6 OF THIS RIDER.

f. In the event that the County elects to receive services from the Operator that are not included in the Expense Fee, the County shall be permitted to add to this paragraph any mandatory contract provisions required by the Fairfax County Purchasing Resolution applicable at the time (e.g., drug-free workplace, compliance with Immigration Reform and Control Act, compliance with the Americans with Disabilities Act, etc.)

g. Fairfax County represents that it is self-insured for the following risk:

i. Workers' Compensation

ii. Commercial Automobile Liability

iii. Commercial General Liability

iv. Public Officials' Liability

v. Law Enforcement Liability

The Property risks are commercially insured with self-insured retention. Fairfax County will insure its own losses to the extent such losses are not required to be covered by Capital One or the Operator under other sections of this License Agreement, and provided that such losses do not result from the negligence or willful misconduct of Capitol One or the Operator, their employees and/or agents. [SUBJECT TO REVIEW AND APPROVAL OF THE OPERATOR]

h. Appropriations. To the extent that there are any financial obligations incurred by the County under the terms of the License Agreement, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

10. Proffered Conditions. Nothing in this License Agreement may change the obligations of Capital One under the Proffered Conditions for the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the date set forth above.

[OPERATOR]

[LICENSEE]

Exhibit A

Expense Fee and Reimbursable Expense

[TO BE SAME AS FINAL EXHIBIT E TO AGREEMENT]

Exhibit B

List of In House Equipment

[TO BE COMPLETED AFTER AGREEMENT UPDATE DATE]

EXHIBIT E

Expense Fee Information; Standard Labor and Rates

1. The following is a list of items included in the Expense Fee, including, the hours of standard production, security, front of the house and housekeeping labor included in the Expense Fee, per Allocated Date per venue.

Main Hall:

- Police / EMT services
- Event security
- Usage of In-House Equipment (including rental and labor for operation of sound and lighting In-House Equipment)
- Ushers/ Ticket Takers: 6 people for 4 hours each
- Box Office: 2 people for 4 hours each
- Security/Bag Checkers: 4 people for 4 each
- General Production Operations: 1 person for 6 hours
- Housekeeping / Clean Up Labor: 1 person for 6 hours
- Housekeeping fee (unless it exceeds $_____ (as escalated by CPI in accordance with Section IV.b of the Agreement), in which event the excess over $_____ (as so escalated) shall be included in the Reimbursable Expenses*

Black Box:

- Police / EMT services
- Event security
- Usage of In-House Equipment (including rental and labor for operation of sound and lighting In-House Equipment)
- Ushers/Ticket Takers: 4 people for 3 hours each
- Box Office: 1 person for 5 hours
- General Production Operations/Housekeeping/Clean Up: 1 person for 5 hours
- Housekeeping fee (unless it exceeds $_____ (as escalated by CPI in accordance with Section IV.b of the Agreement), in which event the excess over $_____ (as so escalated) shall be included in the Reimbursable Expenses)*

Classrooms:

- General Production Operations/Housekeeping/Clean Up: 1 person for 4 hours
- Housekeeping fee (unless it exceeds $_____ (as escalated by CPI in accordance with Section IV.b of the Agreement), in which event the excess over $_____ (as so escalated) shall be included in the Reimbursable Expenses)*

***The blanks in these items will be completed by mutual agreement on the Agreement Update Date.**

2. Any time for production, security, front-of-the house and housekeeping/cleaning labor in excesses of the times set forth below shall be considered non-standard and shall be charged at the following rates, subject to escalation as set forth in the Agreement.

- Ushers/Ticket Takers: $18/hour/person
- Box Office: $15/hour/person
- Security/Bag Checkers: $28/hour/person
- General Production Operations (Main Hall): $20/hour/person
- Housekeeping/Clean Up (Main Hall): $15/hour/person
- General Production Operations/Housekeeping/Clean-Up (Black Box and Classrooms): $15/hour/person

EXHIBIT F

Termination Fee Schedule[1]

[See Attached]

[1] To be adjusted pursuant to Section V.a of the Agreement.

EXHIBIT F

Termination Fee Schedule

Month	Payout	42	$ 9,929,495
1	$ 11,205,700	43	$ 9,898,368
2	$ 11,174,573	44	$ 9,867,241
3	$ 11,143,446	45	$ 9,836,114
4	$ 11,112,319	46	$ 9,804,988
5	$ 11,081,192	47	$ 9,773,861
6	$ 11,050,065	48	$ 9,742,734
7	$ 11,018,938	49	$ 9,711,607
8	$ 10,987,811	50	$ 9,680,480
9	$ 10,956,684	51	$ 9,649,353
10	$ 10,925,558	52	$ 9,618,226
11	$ 10,894,431	53	$ 9,587,099
12	$ 10,863,304	54	$ 9,555,972
13	$ 10,832,177	55	$ 9,524,845
14	$ 10,801,050	56	$ 9,493,718
15	$ 10,769,923	57	$ 9,462,591
16	$ 10,738,796	58	$ 9,431,464
17	$ 10,707,669	59	$ 9,400,337
18	$ 10,676,542	60	$ 9,369,210
19	$ 10,645,415	61	$ 9,338,083
20	$ 10,614,288	62	$ 9,306,956
21	$ 10,583,161	63	$ 9,275,829
22	$ 10,552,034	64	$ 9,244,703
23	$ 10,520,907	65	$ 9,213,576
24	$ 10,489,780	66	$ 9,182,449
25	$ 10,458,653	67	$ 9,151,322
26	$ 10,427,526	68	$ 9,120,195
27	$ 10,396,399	69	$ 9,089,068
28	$ 10,365,273	70	$ 9,057,941
29	$ 10,334,146	71	$ 9,026,814
30	$ 10,303,019	72	$ 8,995,687
31	$ 10,271,892	73	$ 8,964,560
32	$ 10,240,765	74	$ 8,933,433
33	$ 10,209,638	75	$ 8,902,306
34	$ 10,178,511	76	$ 8,871,179
35	$ 10,147,384	77	$ 8,840,052
36	$ 10,116,257	78	$ 8,808,925
37	$ 10,085,130	79	$ 8,777,798
38	$ 10,054,003	80	$ 8,746,671
39	$ 10,022,876	81	$ 8,715,544
40	$ 9,991,749	82	$ 8,684,418
41	$ 9,960,622	83	$ 8,653,291

EXHIBIT F

Termination Fee Schedule

84	$ 8,622,164	126	$ 7,314,832
85	$ 8,591,037	127	$ 7,283,705
86	$ 8,559,910	128	$ 7,252,578
87	$ 8,528,783	129	$ 7,221,451
88	$ 8,497,656	130	$ 7,190,324
89	$ 8,466,529	131	$ 7,159,197
90	$ 8,435,402	132	$ 7,128,070
91	$ 8,404,275	133	$ 7,096,943
92	$ 8,373,148	134	$ 7,065,816
93	$ 8,342,021	135	$ 7,034,689
94	$ 8,310,894	136	$ 7,003,563
95	$ 8,279,767	137	$ 6,972,436
96	$ 8,248,640	138	$ 6,941,309
97	$ 8,217,513	139	$ 6,910,182
98	$ 8,186,386	140	$ 6,879,055
99	$ 8,155,259	141	$ 6,847,928
100	$ 8,124,133	142	$ 6,816,801
101	$ 8,093,006	143	$ 6,785,674
102	$ 8,061,879	144	$ 6,754,547
103	$ 8,030,752	145	$ 6,723,420
104	$ 7,999,625	146	$ 6,692,293
105	$ 7,968,498	147	$ 6,661,166
106	$ 7,937,371	148	$ 6,630,039
107	$ 7,906,244	149	$ 6,598,912
108	$ 7,875,117	150	$ 6,567,785
109	$ 7,843,990	151	$ 6,536,658
110	$ 7,812,863	152	$ 6,505,531
111	$ 7,781,736	153	$ 6,474,404
112	$ 7,750,609	154	$ 6,443,278
113	$ 7,719,482	155	$ 6,412,151
114	$ 7,688,355	156	$ 6,381,024
115	$ 7,657,228	157	$ 6,349,897
116	$ 7,626,101	158	$ 6,318,770
117	$ 7,594,974	159	$ 6,287,643
118	$ 7,563,848	160	$ 6,256,516
119	$ 7,532,721	161	$ 6,225,389
120	$ 7,501,594	162	$ 6,194,262
121	$ 7,470,467	163	$ 6,163,135
122	$ 7,439,340	164	$ 6,132,008
123	$ 7,408,213	165	$ 6,100,881
124	$ 7,377,086	166	$ 6,069,754
125	$ 7,345,959	167	$ 6,038,627

EXHIBIT F

Termination Fee Schedule

168	$ 6,007,500	210	$ 4,700,169
169	$ 5,976,373	211	$ 4,669,042
170	$ 5,945,246	212	$ 4,637,915
171	$ 5,914,119	213	$ 4,606,788
172	$ 5,882,993	214	$ 4,575,661
173	$ 5,851,866	215	$ 4,544,534
174	$ 5,820,739	216	$ 4,513,407
175	$ 5,789,612	217	$ 4,482,280
176	$ 5,758,485	218	$ 4,451,153
177	$ 5,727,358	219	$ 4,420,026
178	$ 5,696,231	220	$ 4,388,899
179	$ 5,665,104	221	$ 4,357,772
180	$ 5,633,977	222	$ 4,326,645
181	$ 5,602,850	223	$ 4,295,518
182	$ 5,571,723	224	$ 4,264,391
183	$ 5,540,596	225	$ 4,233,264
184	$ 5,509,469	226	$ 4,202,138
185	$ 5,478,342	227	$ 4,171,011
186	$ 5,447,215	228	$ 4,139,884
187	$ 5,416,088	229	$ 4,108,757
188	$ 5,384,961	230	$ 4,077,630
189	$ 5,353,834	231	$ 4,046,503
190	$ 5,322,708	232	$ 4,015,376
191	$ 5,291,581	233	$ 3,984,249
192	$ 5,260,454	234	$ 3,953,122
193	$ 5,229,327	235	$ 3,921,995
194	$ 5,198,200	236	$ 3,890,868
195	$ 5,167,073	237	$ 3,859,741
196	$ 5,135,946	238	$ 3,828,614
197	$ 5,104,819	239	$ 3,797,487
198	$ 5,073,692	240	$ 3,766,360
199	$ 5,042,565	241	$ 3,735,233
200	$ 5,011,438	242	$ 3,704,106
201	$ 4,980,311	243	$ 3,672,979
202	$ 4,949,184	244	$ 3,641,853
203	$ 4,918,057	245	$ 3,610,726
204	$ 4,886,930	246	$ 3,579,599
205	$ 4,855,803	247	$ 3,548,472
206	$ 4,824,676	248	$ 3,517,345
207	$ 4,793,549	249	$ 3,486,218
208	$ 4,762,423	250	$ 3,455,091
209	$ 4,731,296	251	$ 3,423,964

EXHIBIT F

Termination Fee Schedule

252	$ 3,392,837	294	$ 2,085,505
253	$ 3,361,710	295	$ 2,054,378
254	$ 3,330,583	296	$ 2,023,251
255	$ 3,299,456	297	$ 1,992,124
256	$ 3,268,329	298	$ 1,960,998
257	$ 3,237,202	299	$ 1,929,871
258	$ 3,206,075	300	$ 1,898,744
259	$ 3,174,948	301	$ 1,867,617
260	$ 3,143,821	302	$ 1,836,490
261	$ 3,112,694	303	$ 1,805,363
262	$ 3,081,568	304	$ 1,774,236
263	$ 3,050,441	305	$ 1,743,109
264	$ 3,019,314	306	$ 1,711,982
265	$ 2,988,187	307	$ 1,680,855
266	$ 2,957,060	308	$ 1,649,728
267	$ 2,925,933	309	$ 1,618,601
268	$ 2,894,806	310	$ 1,587,474
269	$ 2,863,679	311	$ 1,556,347
270	$ 2,832,552	312	$ 1,525,220
271	$ 2,801,425	313	$ 1,494,093
272	$ 2,770,298	314	$ 1,462,966
273	$ 2,739,171	315	$ 1,431,839
274	$ 2,708,044	316	$ 1,400,713
275	$ 2,676,917	317	$ 1,369,586
276	$ 2,645,790	318	$ 1,338,459
277	$ 2,614,663	319	$ 1,307,332
278	$ 2,583,536	320	$ 1,276,205
279	$ 2,552,409	321	$ 1,245,078
280	$ 2,521,283	322	$ 1,213,951
281	$ 2,490,156	323	$ 1,182,824
282	$ 2,459,029	324	$ 1,151,697
283	$ 2,427,902	325	$ 1,120,570
284	$ 2,396,775	326	$ 1,089,443
285	$ 2,365,648	327	$ 1,058,316
286	$ 2,334,521	328	$ 1,027,189
287	$ 2,303,394	329	$ 996,062
288	$ 2,272,267	330	$ 964,935
289	$ 2,241,140	331	$ 933,808
290	$ 2,210,013	332	$ 902,681
291	$ 2,178,886	333	$ 871,554
292	$ 2,147,759	334	$ 840,428
293	$ 2,116,632	335	$ 809,301

EXHIBIT F

Termination Fee Schedule

336	**$**	**778,174**
337	**$**	**747,047**
338	**$**	**715,920**
339	**$**	**684,793**
340	**$**	**653,666**
341	**$**	**622,539**
342	**$**	**591,412**
343	**$**	**560,285**
344	**$**	**529,158**
345	**$**	**498,031**
346	**$**	**466,904**
347	**$**	**435,777**
348	**$**	**404,650**
349	**$**	**373,523**
350	**$**	**342,396**
351	**$**	**311,269**
352	**$**	**280,143**
353	**$**	**249,016**
354	**$**	**217,889**
355	**$**	**186,762**
356	**$**	**155,635**
357	**$**	**124,508**
358	**$**	**93,381**
359	**$**	**62,254**
360	**$**	**31,127**

ReedSmith

Shane M. Murphy
Direct Phone: +1 703 641 4297
Email: shane.murphy@reedsmith.com

Reed Smith LLP
7900 Tysons One Place
Suite 500
McLean, VA 22102-5979
Tel +1 703 641 4200
Fax +1 703 641 4340
reedsmith.com

June 27, 2017

Via Email

Phillip A. Niedzielski-Eichner, Commissioner
Providence District
Fairfax County Planning Commission
12000 Government Center Parkway, Suite 330
Fairfax, Virginia 22035

Re: PCA/CDPA/FDPA 2010-PR-021-002

Dear Phil:

Thank you for the follow-up meeting on Thursday, June 22, to discuss the questions and comments that were presented during the Planning Commission's public hearing on June 21. We appreciate your time and commitment to advancing this unique and exciting opportunity for Capital One and Fairfax County.

As follow-up to the presentation made at the Planning Commission hearing, you asked us to elaborate on a few items with respect to the application.

Capital One Center:

I. Background and Vision. As you are aware, Capital One is proposing as part of its application to construct a new Capital One Center, which would contain approximately 125,000 square feet, including a 1,500-seat auditorium, multi-use room (which can serve as a black box theater, conference room and presentation room), classrooms and an outdoor terrace. The Capital One Center will exist primarily to supplement and expand Capital One's ability to conduct large-scale training, host company and guest speakers, and related company events.

However, the quality of design and size of the Capital One Center lends itself to a multi-use facility that can attract world-class performances and entertainers, including symphonies, comedians, pop concerts and opera. Designed by pre-eminent architects at HGA who have expertise with corporate and performance venues, the architecture of the Capital One Center is intended to be dramatic and timeless. It has scalable interior spaces that create the ability to host both large-scale and smaller events and performances.

With the knowledge that a permanent facility is needed for the performing arts, Capital One hired SMG, a facility operator with significant experience operating large facilities in Virginia, to assist with architect HGA's design of the Capital One Center. On a going

forward basis, Capital One intends to engage a professional and experienced third-party firm to manage and operate the Capital One Center. This coordination will ensure that the facility, which will be primarily utilized for Capital One's needs and events, can also maintain a robust performing arts and community theatre component. These events will take place primarily during the evenings and weekends when such performances are most widely attended by the public, and Capital One's need for the facility is decreased.

Capital One is also aware that many community groups within Fairfax County are searching for space that can accommodate both large- and small--scale events, such as school graduation ceremonies, an election polling station, local artist exhibitions, a base for a local performing arts troupe, Fairfax County Symphony Orchestra, County-sponsored dance classes, County-sponsored acting classes, gubernatorial debates, senatorial debates, Fairfax County/Tysons/McLean town hall meetings, civic awards ceremonies, and Fairfax County developmental events. Because these types of adaptable venues are scarce, many groups are forced to use expensive facilities that do not accommodate their needs.

In lieu of constructing the community center that was included in the original proposed development, Capital One has worked extensively with the County to introduce the mixed-use Capital One Center. This unique partnership would provide much-needed space for Capital One's internal events, and through a financial investment equivalent to that proposed for the community center, be available to host publicly-accessible performing arts events and county-sponsored cultural and community events -- filling an important cultural facility need, per the Tysons Plan recommendations.

II. Summary of Agreement with the County. Capital One and the County have spent almost two years negotiating an agreement to provide a flexible framework for public facility use of the Capital One Center. In order to assist in the review of the agreement, we have attached a summary as Exhibit A to this letter. The summary includes a discussion of terms about which some questions were asked at the hearing, such as how the term of the agreement may be extended; the staff and equipment being provided; and the events restrictions policy.

Exhibit A to the summary includes additional information about items included in the expense fee and standard labor and rates for reimbursable expenses. This same exhibit is also attached to the agreement as Exhibit E.

III. Rationale for the 30 Year Term and Determination of Fee. In order to provide some additional information about how Capital One and the County agreed upon the initial 30-year term, we attached a slide regarding the calculation of public facility benefit as Exhibit B to this letter. This slide was previously shared with Supervisor Smyth, Michael Liberman, representatives of the arts community, County staff and the Fairfax County Attorney's office.

The slide shows conservative estimates of the base rent that similar facilities would charge for their main hall, black box and classroom venues. In addition to the base rent, similar facilities pass through expenses to their users for the items listed in Section 1 of Exhibit A to the summary. In order to ensure that public facility users had "skin in the game", the County requested that Capital One charge the public facility users a capped expense fee to cover some of these expenses. You should be aware that the capped expense fees are substantially less than the expenses that Capital One estimates it would otherwise pass onto the commercial users of the Capital One Center.

Without a requirement to pay the base rent, public facility users realize a substantial benefit each time the Capital One Center is used. The slide shows the benefit for each use; as well as the benefit over the course of a season/year ($405,000) and over the 30-year term ($12,150,000). Note that the slide does not include the anticipated difference between market pass-through expenses and the capped expense fees that the County negotiated for its public facility users.

In addition to the savings on the base rent, the public receives a direct benefit because Capital One has agreed to forgo the venue ticketing fee that is typically charged by owners of similar venues to ticket purchasers. With an estimated venue ticketing fee of $3 per ticket, the savings to the public are sizeable (estimated at approximately $150,000 per year). Note that there will still be a ticketing company fee charged to ticket purchases, which Capital One does not receive or control.

It should be noted that Capital One does not profit from any ticket sales by public facility users. If a public facility user elects to charge a fee for their tickets, they alone receive the benefit from their ticket sales (other than the ticketing fees that are paid by the purchasers to the ticketing company, which cannot be waived by Capital One).

IV. Additional Changes to the Agreement. We are working through the following changes with the County attorney:

- Working relationship and annual meetings
- Seasons vs. years
- Efficient use of the Capital One Center
- Multiple County users per day of the black box
- Reasonable cooperation on possible Fairfax County Park Authority use of the outdoor amphitheater

V. Schools Use. Fairfax County Public Schools ("FCPS") will be an eligible user, as confirmed by Deputy County Executive Michael Liberman. FCPS would pay the same discounted rates as public facility users, as outlined in the Agreement.

Changes to the Proffers: We are submitting revised proffers with changes on the following items:

I. Addition of a dog washing station in the dog park.
II. Allowing the County to scheduling the athletic fields on Monday and Wednesday.
III. Electric charging station – Hart and Noel Kaplan are reviewing.

Field Striping: We understand that there were some questions regarding the flexibility in field striping created by placing two U7 fields side-by-side. Striping of the athletic fields is covered in Proffer 51.E, which specifically allows field users to utilize temporary striping. We will leave it to the County to determine how best to permanently stripe or not stripe the two U7 fields when Capital One enters into the required agreement with the Fairfax County Park Authority, as is required for every designated park and recreational area on the Capital One property.

Child Care: As follow-up on the questions regarding child care, we note that nothing in the proffers precludes use of the Property for a private child care facility.

Capital One is dedicated to fulfilling and supporting each member of its team. Among many benefits, the company maintains robust policies to assist its working parents, which currently includes 18-weeks of paid maternity leave and eight weeks of paid paternity leave adoption/foster care leave, and birth via a surrogate leave. Capital One additionally offers a Back-Up Child Care Advantage Program and a Back-Up Family Care Advantage Program, which provides alternative care options during a lapse or breakdown in normal care arrangements for associates' children or other family members. Through some of the company's People Center locations, such as Tysons, on-site health centers offer full-service care for associates *and* dependents.

Through Capital One's Adoption and Surrogacy Reimbursement Programs, associates are provided guidance and financial support if they choose to build their families through adoption or surrogacy.

Capital One's efforts to help associates live well—physically, financially and emotionally—have been hailed by several national publications. Among the accolades, Capital One has appeared on the Working Mother 100 Best Companies for Working Mothers list every year since 2006 (2006-2016), and the National Association of Female Executives listed Capital One as a top workplace for advancing women three times (2014-2016). The company was also recognized as an adoption-friendly workplace by the Dave Thomas Foundation for Adoption for many years, including most recently in 2016.

Thank you for the opportunity to further clarify our commitments to the County with regard to this application. As stated, Capital One's employment growth calculations mean that the company will soon have approximately 5,000 employees on its Tysons campus with the completion of its 930,000 square-foot office tower, currently anticipated to be occupied in 2018.

ReedSmith

Very truly yours,

Shane M. Murphy

SMM:jlb

EXHIBIT A

SUMMARY OF AGREEMENT WITH FAIRFAX COUNTY REGARDING USE OF CAPITAL ONE CENTER

Background:

- In connection with PCA/CDPA/FDPA 2010-PR-021-02 (the "**Zoning Cases**"), Capital One intends to develop the Capital One Center ("**Center**") on its property located in Tysons, Virginia (the "**Campus**"), and to engage a professional third-party services firm to manage and operate the Center (the "**Operator**").

- The Center shall include the following venues: (i) approximately 1500-seat professionally designed and equipped state of the art theatrical auditorium with an orchestra pit, a fly system, dressing rooms and lighting/sound/rigging systems (the "**Main Hall**"); (ii) approximately 250-seat black box/multi-purpose room with flexible seating configurations, basic theatrical lighting, audio/visual equipment, and a large blackout window overlooking the street below (the "**Black Box**"); and (iii) 2 classrooms (which can be combined to form a single classroom) (the "**Classrooms**").

- Pursuant to the Capital One Proffers ("**Proffers**"), Capital One committed to enter into an agreement with Fairfax County regarding the terms upon which Capital One would make the Center available for use by Fairfax County and eligible charitable, arts, nonprofit, and other community organizations identified by Fairfax County (collectively with Fairfax County, the "**Public Facility Users**").

Terms and Conditions:

- Initial Term: The Agreement commences on the date of the Agreement and expires on the August 31st immediately following the last day of the thirtieth (30th) consecutive Season. A "**Season**" shall commence on September 1st of each year and run through June 30th of the following year. The first Season is currently anticipated to commence on September 1, 2021.

- Possible Extensions: During the 25th Season, Capital One and Fairfax County shall in good faith negotiate a possible extension of the term for a period of up to five (5) additional years. The negotiation for the first possible extension will include consideration of an actual use analysis based on Operator Reports (as defined below) required by this Agreement, as well as the actual value of Public Facility User's use over the initial Term.

  Additionally, 3 years before the end of any extended term, Capital One and Fairfax County may in good faith negotiate additional extensions of the term, each for a period of up to 5 additional years.

  In the discretion of the Fairfax County Board of Supervisors and subject to its approval of the necessary appropriations, any optional extension term may allow Fairfax County to contribute funds to retain its Second Priority status or obtain a greater allocation of public use, subject to the agreement of Capital One.

- Priority: Presenters shall be classified within the following priorities:

    - First Priority: As the owner and the primary user of the Center, Capital One will be classified as the First Priority User.
    - Second Priority: Fairfax County is classified as the Second Priority User.
    - Third, Fourth and Fifth Priority: All other Users shall be classified as Third, Fourth or Fifth Priority Users.

- Allocated Dated for Public Facility Use: The parties have agreed that the following allocation of use satisfies the requirements of Proffer 13, which requires that Capital One makes a certain number of dates available to Public Facility Users of each of the Center's Venues. During the initial 30-Season term of the Agreement, Capital One and the County have agreed that the value of the use of such allocated of dates shall be equivalent to the amortized value of $11,205,700.00, as adjusted on an annual basis by the Marshall & Swift Building Cost Index during the period between the date hereof and the Opening Date, with the first adjustment to be made on January 1, 2018 and each subsequent adjustment made on each January 1st occurring thereafter but prior to the Opening Date, over the 30-Season term (*i.e.,* $373,523.33, as so adjusted, of use of allocated date per Season).

    - Main Hall – One weekend (*i.e.*, consecutive Friday, Saturday, and Sunday) per month per Season for a total of 30 days of use each Season [*i.e.*, 3 days per month per 10 months in each Season].
    - Black Box – 7 days per month for a total of 70 days of use per Season [*i.e.*, 7 days per month 10 months in each Season]; provided that Fairfax County shall only be entitled to one Friday, one Saturday and one Sunday per month, which may, in Fairfax County's discretion but subject to availability, be used consecutively during some months. The Operator shall use commercially reasonable efforts to book more than one (1) event in the Black Box on Black Box Allocated Dates to the extent that (i) the events are complementary, (ii) it is feasible, and (iii) the impacted Public Facility Users agree to any additional conditions that may be imposed by the Operator (such as expedited set-up and breakdown). In the event that more than one event is booked in the Black Box on a Black Box Allocated Date, the applicable Expense Fee shall be split equally between the impacted Public Facility Users.
    - Classrooms - 220 days of use of the Classrooms per calendar year (*i.e.*, 110 days of use per Classroom per year; if the classrooms are combined into a single classroom, the day shall be counted as a day of use for both Classrooms). If a Classroom is booked for less than 6 hours on a given day, such use shall count as a half (1/2) Classroom Allocated Date.

- Rent; Expense Fee; Reimbursable Expenses and Other Fees:

    - Public Facility Users will have no obligation to pay rent for Public Facility User events on the Allocated Dates.

    - Public Facility Users shall pay the Center a flat fee for costs and expenses incurred in connection with Public Facility User events, as more fully described on Exhibit A (the "**Expense Fee**"). As of the date here, the Expense Fee for each venue is as follows:

- Main Hall - $1,950 per day
- Black Box - $500 per day
- Classrooms - $100 per Classroom per day (or $50 per Classroom per half day of use)

The Expense Fee may be increased by Capital One from time-to-time. The Expense Fee shall not be increased prior to the date that is 18 months after the first day of the first Season. Thereafter, the Expense Fee may not be increased more frequently than three (3) years from the last increase. During the initial 30-Season term, increases to the Expenses Fees shall be capped by CPI-U increases.

- Public Facility Users shall reimburse the Center for all direct costs incurred in connection with Public Facility User events held at the Center that are not included in the Expense Fee, including, but not limited to, artist/talent related costs; stagehand labor; rental of equipment other than the In-House Equipment for the applicable venue; front-of-the-house, security, general production operations and housekeeping /clean-up labor in addition to the labor included in the Expense Fee; labor costs for the installation, operation and removal of equipment other than In-House Equipment; food and beverage costs; and catering (collectively, the "**Reimbursable Expenses**"). There will be no mark-up on the Reimbursable Expenses by Capital One or Operator but the Reimbursable Expenses may increase from time-to-time.

- The Center typically charges a ticketing fee (in addition to the ticketing fee charged by the ticketing company engaged by the Operator) and a facility fee on all tickets for events at the Center but the Center shall waive its ticketing fee (but not the ticketing company's fee) and the facility fee for Allocated Dates events.

- Eligible Public Facility Users:
  - At least 24 months prior to the start of each Season, Fairfax County will provide certain information including, without limitation: (i) a list of eligible Public Facility Users (the "**Seasonal List**"), and (ii) a list of criteria to be applied to identify charitable, arts, nonprofit, and other community organizations eligible to book Classrooms (the "**Classroom Criteria**").
  - Fairfax County may update the Seasonal Lists and Criteria from time-to-time and control the number of Allocated Dates used by a Public Facility User.
  - If Allocated Dates have already been booked by a Public Facility User previously identified on a Seasonal List who is subsequently removed from the applicable Seasonal List or a Classroom User who no longer meets the then applicable Classroom Criteria, as applicable, such former Public Facility User may be required to forfeit the booked dates or to pay the full rent and expenses for use of the booked dates, as more fully described in the Use License executed by such former Public Facility User.

- Booking Procedures – Main Hall and Black Box:

- After receiving a Seasonal List from Fairfax County, Operator will interact directly with an eligible Public Facility Users for purposes of booking that organization's Allocated Date event(s) in the Main Hall and Black Box, if any, for the applicable Season.
- Operator shall take into account the Public Facility User requests and any Fairfax County allocations set forth in the applicable Seasonal List, as well as scheduling constraints imposed by the First Priority User, the Center's Events Restrictions Policy (as further described below) and any other scheduling guidelines adopted by the Center to determine the schedule for the applicable Season no later than 18 months prior to the start of each Season. The determination of the final schedule for each Season shall be solely vested in the Operator.
- Capital One, Operator, Fairfax County and each Public Facility User shall reasonably cooperate with each other in connection with Operator's determination of the Public Facility User schedule for each Season, including, without limitation, an equitable balance of the types of use over a Season and from Season to Season and to use the Center efficiently.
- The Events Restrictions Policy shall not preclude any of the contemplated uses identified in the Statement of Justification for this public facility, as submitted by Capital One in the Zoning Cases nor shall it preclude use of the Classrooms as meeting space for Tysons-area property owners' associations. The initial Events Restrictions Policy shall be delivered to Fairfax County at least two (2) months prior to the Agreement Update Date. Fairfax County shall have no obligation to enforce the Events Restrictions Policy or police organizations placed on their Seasonal List for compliance with the Events Restrictions Policy. Capital One agrees to discuss the initial Events Restrictions Policy with Fairfax County before it is finalized.

- Booking Procedure – Classrooms:
  - There shall be a rolling 1 month period on a semi-annual basis (the "**Exclusive Booking Period**") for the Operator to exclusively book an organization identified as an eligible Public Facility User on the then applicable Seasonal List or meeting the then applicable Classroom Criteria, as applicable, for Classroom usage for the period 6 months in the future, with such six-month period to commence at the end of the Exclusive Booking Period). The Operator may book events in the Classrooms for the First Priority User anytime, including prior to the commencement of any Exclusive Booking Period but the Operator may not book events in the Classrooms for Third, Fourth or Fifth Priority Users until the applicable Exclusive Booking Period ends.
  - After each Exclusive Booking Period ends, the Classrooms shall be booked on a "first request, first serve" basis but no requests for Public Facility Use of the Classrooms may be made more than 6 months prior to the commencement of the applicable Exclusive Booking Period.
  - The Seasonal Lists delivered by Fairfax County may serve as an official request for Classroom usage if specific requests for Classroom usage are clearly set forth in the applicable Seasonal List (*e.g.*, recurring use of Classroom(s) on the second Wednesday of every month).
  - In the event of any conflict between Second Priority Users seeking to book the Classrooms, priority in Classroom booking shall be given to Tysons-based Classroom Users.

- Operator shall take into account the Public Facility User requests and Fairfax County allocations for Classrooms set forth in the applicable Seasonal List, as well as scheduling constraints imposed by the First Priority User's Classroom usage, the Center's events restrictions policy and any scheduling guidelines in booking the Classrooms but the determination of the final schedule for Classroom Allocated Dates shall be solely vested in the Operator.

- Use License Agreements: Each User, including, without limitation, the Public Facility Users, shall execute a use license agreement in a form and substance acceptable to Capital One and the Operator (the "**Use License**"). Each Use License executed by Operator with a Public Facility User for an Allocated Date event shall include a rider to address the terms and conditions specific to Public Facility Users.

- No Carry Forward: Regardless of the reason that Allocated Dates are not used, but subject to the terms and conditions of the Agreement with respect to events of force majeure, any Allocated Dates not used during the applicable Season or calendar year will not be automatically or otherwise carried forward to use in subsequent Seasons or calendar years (as applicable).

- Substantial Damage; Extension of Term; Impact on Allocated Dates; Force Majeure:
  - In the event that a substantial portion of the Center or access to the Center is destroyed, or damaged, or taken in a condemnation, or that Capital One is otherwise precluded from operating the Center in a manner that would allow Capital One to make the Center available for Public Facility User events by Force Majeure Events, such that Capital One, in its reasonable discretion, determines to not continue to operate the Center in a substantially similar manner as operated prior to the event of casualty, taking or other Force Majeure Event for the First Priority and Second Priority Users, Capital One shall not be in default of its obligations under the Agreement and shall have the right to terminate the Agreement upon written notice to Fairfax County.
  - If the Agreement is so terminated, Capital One shall construct the Integrated Community Center in accordance with Proffer 14 of the Capital One Proffers unless:
    - (x) building permits for construction on all buildings designated as office buildings on the CDPA approved by the Board on [July 11, 2017] have already been issued as of such termination date, in which case, Capital One shall have the option to pay Fairfax County a termination fee, calculated in accordance with the schedule attached hereto as Exhibit B, or
    - (y) the twelfth (12th) Season has concluded, in which case, Capital One shall have the option to (i) pay Fairfax County a termination fee, calculated in accordance with the schedule attached hereto as Exhibit B, or (ii) build the Integrated Public Facility (as defined in the Proffers) provided that Fairfax County elects in writing to contribute the difference between the termination fee then due under the Agreement and the actual Total Construction Costs (as defined in

the Proffers) of the Integrated Public Facility in accordance with the terms of Option 2 under Proffer 14.E.

- In the event of a casualty, condemnation, action in lieu of condemnation, repair, renovation, regulatory compliance and/or other Force Majeure Event that results in the closure of the Center for a period in excess of 90 days unless the Agreement is terminated, the term of the Agreement shall be extended on a day-for-day basis for the length of the closure.
- In the event of a closure for casualty, condemnation, repair, renovation, regulatory compliance and/or other Force Majeure Event that results in the closure of the Center for a period of less than 90 days and previously scheduled Allocated Dates not being rescheduled under the applicable Use License, to the extent feasible, such Allocated Dates shall be put back into the pool of possible Allocated Dates (which for purposes of this provision could be any day of the week regardless of venue) for the applicable Season for events in the Main Hall or the Black Box or calendar year for the Classrooms, subject to availability, the Use Restrictions Policy and any Scheduling Guidelines.
- The following shall be considered "**Force Majeure Events**": casualty or unforeseeable cause beyond the control of Capital One or Fairfax County, as applicable, including, without limitation, acts of nature; acts of terrorism; national emergency resulting from war; an order of the United States government or the Commonwealth of Virginia or any of their respective official agencies applicable to the Property, the Center, Capital One or its successor(s), if applicable; bank regulatory rules, regulations, guidelines and interpretations applicable to Capital One or to the then owner of the Center; fires; floods; epidemics; quarantine restrictions; strikes; labor disputes; failure of public utilities; or unusually severe weather.

- Default and remedies: If either party fails to timely perform its obligations under the Agreement, prior to the non-defaulting party exercising any remedy hereunder, the non-defaulting party shall deliver written notice to the defaulting party and the defaulting party shall have a reasonable opportunity to cure the default. In addition to any other remedy available at law, in equity, or otherwise, after the giving of notice and a reasonable opportunity to cure, either party shall have the right to seek to enjoin any breach hereunder and/or obtain specific performance of this Agreement by the defaulting party upon meeting its burden of proof of such breach as required by applicable statute or rule of law.

EXHIBIT A

Expense Fee Information; Standard Labor and Rates

1. The following is a list of items included in the Expense Fee, including, the hours of standard production, security, front of the house and housekeeping labor included in the Expense Fee, per Allocated Date per venue.

Main Hall:

- Police / EMT services
- Event security
- Usage of In-House Equipment (including rental and labor for operation of sound and lighting In-House Equipment)
- Ushers/ Ticket Takers: 6 people for 4 hours each
- Box Office: 2 people for 4 hours each
- Security/Bag Checkers: 4 people for 4 each
- General Production Operations: 1 person for 6 hours
- Housekeeping / Clean Up Labor: 1 person for 6 hours
- Housekeeping fee (unless it exceeds $_____ (as escalated by CPI in accordance with Section IV.b of the Agreement), in which event the excess over $_____ (as so escalated) shall be included in the Reimbursable Expenses*

Black Box:

- Police / EMT services
- Event security
- Usage of In-House Equipment (including rental and labor for operation of sound and lighting In-House Equipment)
- Ushers/Ticket Takers: 4 people for 3 hours each
- Box Office: 1 person for 5 hours
- General Production Operations/Housekeeping/Clean Up: 1 person for 5 hours
- Housekeeping fee (unless it exceeds $_____ (as escalated by CPI in accordance with Section IV.b of the Agreement), in which event the excess over $_____ (as so escalated) shall be included in the Reimbursable Expenses*

Classrooms:

- General Production Operations/Housekeeping/Clean Up: 1 person for 4 hours
- Housekeeping fee (unless it exceeds $_____ (as escalated by CPI in accordance with Section IV.b of the Agreement), in which event the excess over $_____ (as so escalated) shall be included in the Reimbursable Expenses*

***The blanks in these items will be completed by mutual agreement on the Agreement Update Date.**

2. Any time for production, security, front-of-the house and housekeeping/cleaning labor in excesses of the times set forth below shall be considered non-standard and shall be charged at the following rates, subject to escalation as set forth in the Agreement.

- Ushers/Ticket Takers: $18/hour/person
- Box Office: $15/hour/person
- Security/Bag Checkers: $28/hour/person
- General Production Operations (Main Hall): $20/hour/person
- Housekeeping/Clean Up (Main Hall): $15/hour/person
- General Production Operations/Housekeeping/Clean-Up (Black Box and Classrooms): $15/hour/person

EXHIBIT B

Termination Fee Schedule

The parties agree that the termination fee set forth on Exhibit B shall be adjusted on an annual basis by the Marshall & Swift Building Cost Index during the period between the date hereof and the Opening Date, with the first adjustment to be made on January 1, 2018 and each subsequent adjustment made on each January 1st occurring thereafter but prior to the Opening Date. Promptly after the Opening Date, the parties shall update Exhibit B to reflect such adjustment.

[See Attached]

EXHIBIT B

Termination Fee Schedule

Month	Payout	Month	Payout
1	$ 11,205,700	42	$ 9,929,495
2	$ 11,174,573	43	$ 9,898,368
3	$ 11,143,446	44	$ 9,867,241
4	$ 11,112,319	45	$ 9,836,114
5	$ 11,081,192	46	$ 9,804,988
6	$ 11,050,065	47	$ 9,773,861
7	$ 11,018,938	48	$ 9,742,734
8	$ 10,987,811	49	$ 9,711,607
9	$ 10,956,684	50	$ 9,680,480
10	$ 10,925,558	51	$ 9,649,353
11	$ 10,894,431	52	$ 9,618,226
12	$ 10,863,304	53	$ 9,587,099
13	$ 10,832,177	54	$ 9,555,972
14	$ 10,801,050	55	$ 9,524,845
15	$ 10,769,923	56	$ 9,493,718
16	$ 10,738,796	57	$ 9,462,591
17	$ 10,707,669	58	$ 9,431,464
18	$ 10,676,542	59	$ 9,400,337
19	$ 10,645,415	60	$ 9,369,210
20	$ 10,614,288	61	$ 9,338,083
21	$ 10,583,161	62	$ 9,306,956
22	$ 10,552,034	63	$ 9,275,829
23	$ 10,520,907	64	$ 9,244,703
24	$ 10,489,780	65	$ 9,213,576
25	$ 10,458,653	66	$ 9,182,449
26	$ 10,427,526	67	$ 9,151,322
27	$ 10,396,399	68	$ 9,120,195
28	$ 10,365,273	69	$ 9,089,068
29	$ 10,334,146	70	$ 9,057,941
30	$ 10,303,019	71	$ 9,026,814
31	$ 10,271,892	72	$ 8,995,687
32	$ 10,240,765	73	$ 8,964,560
33	$ 10,209,638	74	$ 8,933,433
34	$ 10,178,511	75	$ 8,902,306
35	$ 10,147,384	76	$ 8,871,179
36	$ 10,116,257	77	$ 8,840,052
37	$ 10,085,130	78	$ 8,808,925
38	$ 10,054,003	79	$ 8,777,798
39	$ 10,022,876	80	$ 8,746,671
40	$ 9,991,749	81	$ 8,715,544
41	$ 9,960,622	82	$ 8,684,418
		83	$ 8,653,291

Capital One Public

EXHIBIT B

Termination Fee Schedule

84	$ 8,622,164	126	$ 7,314,832
85	$ 8,591,037	127	$ 7,283,705
86	$ 8,559,910	128	$ 7,252,578
87	$ 8,528,783	129	$ 7,221,451
88	$ 8,497,656	130	$ 7,190,324
89	$ 8,466,529	131	$ 7,159,197
90	$ 8,435,402	132	$ 7,128,070
91	$ 8,404,275	133	$ 7,096,943
92	$ 8,373,148	134	$ 7,065,816
93	$ 8,342,021	135	$ 7,034,689
94	$ 8,310,894	136	$ 7,003,563
95	$ 8,279,767	137	$ 6,972,436
96	$ 8,248,640	138	$ 6,941,309
97	$ 8,217,513	139	$ 6,910,182
98	$ 8,186,386	140	$ 6,879,055
99	$ 8,155,259	141	$ 6,847,928
100	$ 8,124,133	142	$ 6,816,801
101	$ 8,093,006	143	$ 6,785,674
102	$ 8,061,879	144	$ 6,754,547
103	$ 8,030,752	145	$ 6,723,420
104	$ 7,999,625	146	$ 6,692,293
105	$ 7,968,498	147	$ 6,661,166
106	$ 7,937,371	148	$ 6,630,039
107	$ 7,906,244	149	$ 6,598,912
108	$ 7,875,117	150	$ 6,567,785
109	$ 7,843,990	151	$ 6,536,658
110	$ 7,812,863	152	$ 6,505,531
111	$ 7,781,736	153	$ 6,474,404
112	$ 7,750,609	154	$ 6,443,278
113	$ 7,719,482	155	$ 6,412,151
114	$ 7,688,355	156	$ 6,381,024
115	$ 7,657,228	157	$ 6,349,897
116	$ 7,626,101	158	$ 6,318,770
117	$ 7,594,974	159	$ 6,287,643
118	$ 7,563,848	160	$ 6,256,516
119	$ 7,532,721	161	$ 6,225,389
120	$ 7,501,594	162	$ 6,194,262
121	$ 7,470,467	163	$ 6,163,135
122	$ 7,439,340	164	$ 6,132,008
123	$ 7,408,213	165	$ 6,100,881
124	$ 7,377,086	166	$ 6,069,754
125	$ 7,345,959	167	$ 6,038,627

EXHIBIT B

Termination Fee Schedule

168	$ 6,007,500	210	$ 4,700,169
169	$ 5,976,373	211	$ 4,669,042
170	$ 5,945,246	212	$ 4,637,915
171	$ 5,914,119	213	$ 4,606,788
172	$ 5,882,993	214	$ 4,575,661
173	$ 5,851,866	215	$ 4,544,534
174	$ 5,820,739	216	$ 4,513,407
175	$ 5,789,612	217	$ 4,482,280
176	$ 5,758,485	218	$ 4,451,153
177	$ 5,727,358	219	$ 4,420,026
178	$ 5,696,231	220	$ 4,388,899
179	$ 5,665,104	221	$ 4,357,772
180	$ 5,633,977	222	$ 4,326,645
181	$ 5,602,850	223	$ 4,295,518
182	$ 5,571,723	224	$ 4,264,391
183	$ 5,540,596	225	$ 4,233,264
184	$ 5,509,469	226	$ 4,202,138
185	$ 5,478,342	227	$ 4,171,011
186	$ 5,447,215	228	$ 4,139,884
187	$ 5,416,088	229	$ 4,108,757
188	$ 5,384,961	230	$ 4,077,630
189	$ 5,353,834	231	$ 4,046,503
190	$ 5,322,708	232	$ 4,015,376
191	$ 5,291,581	233	$ 3,984,249
192	$ 5,260,454	234	$ 3,953,122
193	$ 5,229,327	235	$ 3,921,995
194	$ 5,198,200	236	$ 3,890,868
195	$ 5,167,073	237	$ 3,859,741
196	$ 5,135,946	238	$ 3,828,614
197	$ 5,104,819	239	$ 3,797,487
198	$ 5,073,692	240	$ 3,766,360
199	$ 5,042,565	241	$ 3,735,233
200	$ 5,011,438	242	$ 3,704,106
201	$ 4,980,311	243	$ 3,672,979
202	$ 4,949,184	244	$ 3,641,853
203	$ 4,918,057	245	$ 3,610,726
204	$ 4,886,930	246	$ 3,579,599
205	$ 4,855,803	247	$ 3,548,472
206	$ 4,824,676	248	$ 3,517,345
207	$ 4,793,549	249	$ 3,486,218
208	$ 4,762,423	250	$ 3,455,091
209	$ 4,731,296	251	$ 3,423,964

EXHIBIT B

Termination Fee Schedule

252	$ 3,392,837	294	$ 2,085,505
253	$ 3,361,710	295	$ 2,054,378
254	$ 3,330,583	296	$ 2,023,251
255	$ 3,299,456	297	$ 1,992,124
256	$ 3,268,329	298	$ 1,960,998
257	$ 3,237,202	299	$ 1,929,871
258	$ 3,206,075	300	$ 1,898,744
259	$ 3,174,948	301	$ 1,867,617
260	$ 3,143,821	302	$ 1,836,490
261	$ 3,112,694	303	$ 1,805,363
262	$ 3,081,568	304	$ 1,774,236
263	$ 3,050,441	305	$ 1,743,109
264	$ 3,019,314	306	$ 1,711,982
265	$ 2,988,187	307	$ 1,680,855
266	$ 2,957,060	308	$ 1,649,728
267	$ 2,925,933	309	$ 1,618,601
268	$ 2,894,806	310	$ 1,587,474
269	$ 2,863,679	311	$ 1,556,347
270	$ 2,832,552	312	$ 1,525,220
271	$ 2,801,425	313	$ 1,494,093
272	$ 2,770,298	314	$ 1,462,966
273	$ 2,739,171	315	$ 1,431,839
274	$ 2,708,044	316	$ 1,400,713
275	$ 2,676,917	317	$ 1,369,586
276	$ 2,645,790	318	$ 1,338,459
277	$ 2,614,663	319	$ 1,307,332
278	$ 2,583,536	320	$ 1,276,205
279	$ 2,552,409	321	$ 1,245,078
280	$ 2,521,283	322	$ 1,213,951
281	$ 2,490,156	323	$ 1,182,824
282	$ 2,459,029	324	$ 1,151,697
283	$ 2,427,902	325	$ 1,120,570
284	$ 2,396,775	326	$ 1,089,443
285	$ 2,365,648	327	$ 1,058,316
286	$ 2,334,521	328	$ 1,027,189
287	$ 2,303,394	329	$ 996,062
288	$ 2,272,267	330	$ 964,935
289	$ 2,241,140	331	$ 933,808
290	$ 2,210,013	332	$ 902,681
291	$ 2,178,886	333	$ 871,554
292	$ 2,147,759	334	$ 840,428
293	$ 2,116,632	335	$ 809,301

EXHIBIT B

Termination Fee Schedule

336	$	778,174
337	$	747,047
338	$	715,920
339	$	684,793
340	$	653,666
341	$	622,539
342	$	591,412
343	$	560,285
344	$	529,158
345	$	498,031
346	$	466,904
347	$	435,777
348	$	404,650
349	$	373,523
350	$	342,396
351	$	311,269
352	$	280,143
353	$	249,016
354	$	217,889
355	$	186,762
356	$	155,635
357	$	124,508
358	$	93,381
359	$	62,254
360	$	31,127

EXHIBIT B

Proffered Public Facility Use of Capital One Center Amortized Over 30 Years

		Main Hall	Black Box	Classrooms
Cost/ Day	Rent, Utility, F/T Staff Estimates	$5,000	$750	$300
	Other Costs/Expense Fee*	$1,950	$500	$100
	Total	$6,950	$1,250	$400

Proposed Annual Public Facility Usage	1 weekend (3 days) per month excl. July/Aug	1 week (7 days) per month excl. July/Aug	Days include both rooms (110 x 2)
Total Annual Public Facility Usage Days	30	70	220
Equivalent Credit	$150K	$53K	$67K
Total Used Credit		$270K	
Center's Facility Use / Ticket Fee Waived**		$135K	
Total Annual Public Facility Credit		**$405K**	
Proffer Amortization Rate		30 years	
Total Value of Public Facility Proffer		**$405K x 30 years = $12,150,000.00**	

* COF proposes that Public Facility Users pay "Other Costs/Expense Fee" for events (police/EMT services; event security; usage of the In-House Equipment; front-of-the-house, security, general production operations and housekeeping labor; labor for operating In-House Equipment for sound and lighting; and housekeeping fee), as well as any reimbursable expenses for their particular event.
** Based on assumptions: 30 event days, avg. 1,500 attendance per event day, $3 per ticket

Board Agenda Item
July 11, 2017

CONSIDERATION - 1

Bylaws of the Police Civilian Review Panel

ISSUE:
Bylaws of the newly Board of Supervisors created Police Civilian Review Panel.

TIMING:
Board action is requested on July 11, 2017.

BACKGROUND:
At the meeting of December 6, 2016, the Board of Supervisors, upon the recommendation of the Ad Hoc Police Practices Review Commission, established the Police Civilian Review Panel. The Panel reports to the Board for the purpose of building and maintaining public trust between the Fairfax County Police Department, the Board, and the public, and police legitimacy. The Panel was charged with drafting bylaws to govern its procedures. Such bylaws, and any future amendments, require approval by the Board. At the February 28, 2017 meeting, the Board appointed nine individuals to serve on the Panel.

FISCAL IMPACT:
The Panel will be supported primarily by the Office of the Independent Police Auditor, to include such items as staff time, materials, and supplies.

ENCLOSED DOCUMENTS:
Attachment 1 – Bylaws, clean version and marked-up version
Attachment 2 – Letter of Transmittal from Adrian L. Steel, Panel Chair, to Chairman Sharon Bulova and Supervisor John Cook

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

BYLAWS OF THE FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL
Draft of June ~~5~~ 11, 2017

ARTICLE I. NAME[1]

The name of this organization is the **Fairfax County Police Civilian Review Panel.**

ARTICLE II. PURPOSE

The Board of Supervisors, pursuant to Virginia law, established the Panel on December 6, 2016, to enhance police legitimacy and to build and maintain public trust between the FCPD, the Board of Supervisors and the public. The Panel will:

A. Review certain Investigations to ensure the thoroughness, completeness, accuracy, objectivity, and impartiality of the Investigations;

B. Provide an independent process for commencing an Initial Complaint against the FCPD or its officers; and

C. Make recommendations on law enforcement policies and practices as they pertain to case reviews to assist the FCPD Chief of Police ("Chief") and Board of Supervisors in policy review.

The Panel shall report directly to the Board of Supervisors.

ARTICLE III. COMPOSITION OF THE PANEL AND TERM OF OFFICE FOR PANEL MEMBERS

A. Composition and Qualifications.

1. The Board of Supervisors shall appoint each Panel Member.

2. The Panel shall be comprised of nine Fairfax County residents with expertise and experience relevant to the Panel's responsibilities. At least one Panel Member shall have prior law enforcement experience other than as a member of the FCPD or the FCSO.

3. The Board of Supervisors shall endeavor to create an independent and fair body giving due consideration to the following factors, among others it may choose: community and civic involvement; diversity; law enforcement and/or criminal investigative experience;

[1] Certain terms used in these Bylaws are defined in the attached Exhibit A incorporated herein by this reference.

reputation in the community; geographical representation; and other factors designed to ensure a balanced Panel representative of Fairfax County.

4. No Panel Member may be a current employee of Fairfax County, a current or former member of the FCPD or the FCSO, have a relative (i.e., an immediate or extended family member) who is a member of the FCPD or FCSO, hold public office, or be a candidate for public office.

B. Terms of Service.

1. Panel Members shall be appointed for three year terms, except for the inaugural Panel (which shall have terms as described below) and may be appointed to no more than two consecutive terms.

2. Panel Member terms shall be staggered.

3. With respect to the inaugural Panel, three Panel Members shall be appointed for three-year terms, three Panel Members shall be appointed for two-year terms and three Panel Members shall be appointed to a one-year term.

4. The Panel Members of the inaugural Panel are eligible to be appointed to a second three-year term upon expiration of the Panel Member's initial term.

C. Resignations, Removals and Vacancies.

1. Panel Members serve at the pleasure of the Board of Supervisors.

2. The Chair shall notify the Board of Supervisors if a Panel Member is absent from three consecutive Panel meetings or is absent from five Panel meetings in any calendar year (unless the absence is for good reason as determined by the Chair).

3. Any Panel Member may resign from the Panel at any time by delivering written notice of termination to the Board of Supervisors with a copy to the Chair. The resignation will be effective upon receipt, unless an effective date of the resignation is specified in the notice.

4. The Board of Supervisors may appoint a new Panel Member for the unexpired Panel Member term resulting from a vacancy that occurs for any reason.

ARTICLE IV. CHAIR, VICE CHAIR, OTHER OFFICERS AND COMMITTEES

A. The Initial Chair and Vice-Chair.

The Board of Supervisors may choose to designate one of the Panel Members as the initial Chair. At a time agreed by the Panel Members, the Panel shall elect the initial Vice-Chair.

B. Succession; Annual Election of Officers; Vacancies.

1. Unless the Panel Members agree otherwise, the Vice-Chair shall succeed to the Chair position upon expiration of the Chair's term.

2. Panel Members shall elect the Vice-Chair and other officers (as determined by the Panel Members) who shall be responsible for those functions as assigned by the Panel and the Chair.

3. All Panel officers shall be elected at the first meeting of each calendar year. Terms of office for Panel Officers shall be for one year, effective March 1st of each calendar year.

4. No Panel Member may serve more than one, one year term as Chair.

5. If there is an officer vacancy, the Panel may elect a replacement officer at any time after the vacancy occurs to serve the balance of the unexpired term.

6. Before the election of any replacement officer, the Chair or Vice-Chair shall provide the Panel Members with at least two weeks written notice of the proposed election before the meeting at which the replacement is to be elected.

7. Election of Panel officers must take place in a meeting duly called as provided for in Article V.

C. Duties of the Chair and Vice-Chair.

1. The Chair shall:

(a) Preside over all Panel meetings at which the Chair is present;
(b) Act as a liaison between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;
(c) Serve as the Panel's official spokesperson;
(d) Oversee the preparation of the Panel's annual report described in Article IX.B;
(e) Perform any other duties as the Panel may delegate; and
(f) Delegate any of these duties to other Panel Members.

2. The Vice-Chair shall:

a. Preside over Panel meetings in the absence of the Chair; and
b. Perform any other responsibilities delegated by the Chair or requested by the Panel.
~~c. Panel Committees.~~

3. Panel Committees.

a. The Panel may establish as many committees as the Panel deems necessary to perform the Panel's duties. All Panel committee meetings shall comply with the notice and other requirements of VFOIA.

ARTICLE V. QUORUM, VOTING AND MEETINGS

A. Quorum.

At any Panel meeting, the presence of five Panel Members shall constitute a quorum. Any Panel meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

B. Voting.

The vote of a majority of Panel Members present at a meeting with a quorum is necessary for the Panel to take an action. Notwithstanding the previous sentence, the affirmative vote of a majority of all Panel Members is required to approve Panel Findings or the Annual Report. All votes of Panel Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. All Panel Members who are present at a meeting, including the Chair, may vote at any meeting.

C. Meetings.

1. The Panel shall meet as often as necessary to conduct Panel business.

2. All Panel Meetings shall be conducted in accordance with VFOIA, and, except for closed sessions, all Panel Meetings shall be open to the public.

3. All Panel Meetings shall be preceded by a Panel Meeting Notice, and, except for emergency Panel Meetings, a Panel Meeting Notice shall be published at least three working days before the Panel Meeting. Notice, reasonable under the circumstances for emergency Panel Meetings, shall be given contemporaneously with the notice provided to Panel Members.

4. Panel Meeting Notices shall be:

   (a) provided to the Office of Public Affairs for posting at the Government Center and on the County Internet site, and
   (b) placed at a prominent public location by the Clerk of the Board of Supervisors.

5. All Panel Meetings shall be conducted in:

   (a) places that are accessible to persons with disabilities,
   (b) public buildings whenever practical; and

(c) accordance with Robert's Rules of Order, Newly Revised (except as otherwise provided by Virginia law or these Bylaws).

6. Except as specifically authorized by VFOIA, no Panel Meeting shall be conducted through telephonic, video, electronic, or other communication means where the Panel Members are not all physically assembled to discuss or transact public business.

7. At any Panel Meeting, at least one copy of the agenda and, unless exempt from disclosure under VFOIA, all materials furnished to Panel Members shall be made available for public inspection at the same time the documents are furnished to the Panel Members.

8. Any person may photograph, film, record, or otherwise reproduce any portion of a Panel Meeting required to be open, but no person broadcasting, photographing, filming, or recording any open Panel Meeting may interfere with any of the proceedings.

9. The Panel shall keep minutes of its Panel Meetings, and those minutes shall include:

   (a) the date, time, and location of each meeting;

   (b) the Panel Members present and absent;

   (c) a summary of the discussion on matters proposed, deliberated, or decided; and

   (d) a record of any votes taken.

10. The Panel meeting minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.

ARTICLE VI. PANEL AUTHORITY TO REVIEW INVESTIGATIONS AND REVIEW PROCEDURES

A. Scope of Panel Review Authority.

1. The Panel shall review Investigations to ensure their thoroughness, completeness, accuracy, objectivity, and impartiality where (1) the subject matter of an Investigation is an allegation of "abuse of authority" or "serious misconduct" by a FCPD officer, and (2) a Review Request is filed. The Panel shall not review:

   (a) alleged misconduct that is subject to the exclusive review by the Auditor;
   (b) any Complaint related to an incident that occurred before December 6, 2016;
   (c) an Initial Complaint that is filed more than one (1) year after the date of the incident that is the subject of the Investigation (unless the Panel determines that there is good cause to extend the filing deadline);
   (d) a Review Request filed more than sixty (60) days after the date of the notice sent to the complainant by the FCPD informing the complainant of the Investigation's

completion (unless the Panel determines that there is good cause to extend the filing deadline); or

(e) a Complaint concerning matters that are subject of a pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding.

2. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

3. Where a Complaint alleges misconduct within both the Panel's scope of authority and the Auditor's scope of authority, the Panel and the Auditor shall each conduct a review of the Investigation within their requisite scope of authority. The Auditor and Chair shall coordinate the work of the Panel and Auditor to ensure efficient use of resources and avoid duplication of effort. If the matter cannot be divided between the Auditor and the Panel in an efficient manner, then the Auditor shall conduct the review of all portions of the investigation.

4. If there is a conflict in the scope of authority between the Auditor and the Panel, then the matter shall be resolved by the Auditor.

B. Definition of "abuse of authority" or "serious misconduct".

For purposes of determining the Panel's authority to review an Investigation, "abuse of authority" or "serious misconduct" by an FCPD police officer includes, but is not limited to:

(i) the use of abusive racial, ethnic or sexual language or gestures;
(ii) harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status or disability;
(iii) acting in a rude, careless, angry, retaliatory or threatening manner not necessary for self-defense;
(iv) reckless endangerment of detainee or person in custody;
(v) violation of laws or ordinances; or
(vi) other serious violations of Fairfax County or FCPD policies or procedures, including the FCPD Cannon of Ethics, that occur both on or off duty.

C. The Complaint.

1. Content and Filing of a Complaint.

(a) An Initial Complaint and a Review Request shall be in writing and shall be deemed filed when delivered to: [insert appropriate address and method of filing]

(b) A Complaint shall contain:

(i) identifying information for the person filing the Complaint;
(ii) a statement describing the reasons for the Review Request, unless the Complaint is an Initial Complaint;
(iii) the specific police behavior of concern;
(iv) a description of the incident in which the behavior occurred; and
(v) a list of the names, addresses and phone numbers of all witnesses to or persons with knowledge of the incident known by the complainant.

(c) The Panel shall immediately forward an Initial Complaint to the FCPD for investigation [insert the appropriate FCPD contact]. The FCPD shall complete its investigation and provide an Investigation Report to the Panel within sixty (60) days. The Panel shall extend the 60-day period upon request of the Chief to protect an ongoing criminal or internal administrative investigation, or for other good cause, with notice to the complainant and the Board of Supervisors.

2. Initial Disposition Notice.

(a) The Panel shall conduct an initial review of each Review Request and may conduct the initial review as a committee of the whole or establish a subcommittee of at least three Panel Members (with rotating membership) to conduct the initial review.

(b) Within 30 days of Receipt of the Investigation Report, the Panel shall send an Initial Disposition Notice to the complainant with the Panel's determination of its authority to undertake a review of the subject Investigation.

(c) The Panel will determine if the Panel has authority to review the subject Investigation taking into account whether the underlying Complaint:

(i) is timely filed; or
(ii) is a Review Request of alleged misconduct that is subject to exclusive review of the Auditor.

(d) If the Panel determines that the Panel does not have authority to review the subject Investigation, the Initial Disposition Notice shall state the reasons for the Panel's decision.

(e) Where the Panel finds that a review of the subject Investigation is warranted, the Initial Disposition Notice shall include a description of the review process, a deadline for completion of the review, and a date for the Panel Review Meeting.

(f) If the underlying Complaint alleges police misconduct that requires the Auditor's review, the Panel shall (i) promptly forward the matter to the Auditor and (ii) send an Initial Disposition Notice to the complainant explaining the reasons for the referral.

D. Pending Proceedings.

1. If at any point in the review process the Panel learns that the matters of a Review Request are the subject of pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding, the Panel shall:

(a) suspend its review;
(b) defer the review pending resolution of the criminal, civil or administrative proceeding by the trial court;
(c) notify the complainant and the Board of Supervisors, in writing, of any deferrals; and
(d) track any deferred matter and notify the complainant and the Board of Supervisors once the proceedings are closed and the request for review may proceed.

2. The panel may request assistance of Counsel, the Auditor, the Chief, or the County Attorney in making its determination that matters of a Review Request are the subject of pending proceedings.

3. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

E. Panel Meetings to Review Investigations.

1. Additional Requirements for Panel Review Meetings.

In addition to the requirements for Panel Meetings generally set forth in Article V.C., Panel Review Meetings shall be conducted as follows:

(a) The Panel may convene a Panel Review Meeting to review an Investigation as to which a Review Request has been submitted within sixty (60) days of Receipt of the Investigation Report.

(b) The Panel Review Meeting Notice shall not only comply with Article V.C.4., but shall also include a statement inviting any person with information about the Investigation or the incident that is the subject of the Panel Review Meeting to submit the information in writing to the Chief or the Auditor.

(c) Notwithstanding Article V.C.4, Panel Review Meeting Notices shall be published and sent to Panel Members, the FCPD Internal Affairs Office, the County Attorney's Office, and the complainant at least fourteen (14) days before the Review Meeting.

(d) The Panel may conduct as many Panel Review Meetings as the Panel deems necessary to complete the requested review.

(e) The Panel shall not take testimony or receive ~~factual~~ evidence.

(f) At a Panel Review Meeting, the complainant shall have the opportunity to state the reasons for filing the Review Request, and the Panel may ask questions of the complainant regarding those reasons. The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.

(g) At the request of the Panel, an FCPD representative knowledgeable of the Investigation under review shall appear before the Panel at a Panel Review Meeting (as determined by the Panel) to review and answer questions from the Panel about the Investigation, including all findings of fact, evidence collected and received, witness statements and action taken or not.

(h) At the Panel's discretion, it may request further investigation by the FCPD, and the FCPD shall, within a reasonable time, conduct further investigation and provide to the Panel a supplemental report that details the findings of the additional investigation.

(i) Translation services will be provided for a complainant or other person that needs translation assistance to present to the Panel or respond to questions from Panel Members.

2. Closed Sessions, and Confidential Matters During Panel Review Meetings.

(a) The Panel may conduct portions of any Panel Meeting (including Panel Review Meetings) in closed session, so long as the purpose for and conduct of the closed session is consistent with VFOIA.

(b) Any statement made by a FCPD police officer to the FCPD that the FCPD required under the provisions of Garrity v. New Jersey, 385 U.S. 493 (1967), shall not be disclosed in public. The Panel shall have confidential access to the entire statement for its review. Unless the FCPD officer consents to the public release of the entire statement given during an Investigation, the FCPD representative(s) presenting information to the Panel on a Complaint may publicly state only that the officer admitted or denied the allegation.

(c) Panel Members shall not reveal the identity of (i) any juvenile, or (ii) victim of sexual assault (unless authorized to do so by the victim in writing).

(d) Each Panel Member who reviews a FCPD officer's personnel record or a FCPD internal administrative investigative case file shall sign a Notice of Confidentiality affirming that the file and case record is a personnel record that shall not be disclosed to anyone or copied.

(e) If information subject to the Panel's review concerns an identifiable juvenile, the requested information shall first be forwarded to the County Attorney's Office for redaction in conformance with Code of Virginia §16.1-301, as amended.

F. Disposition of Review Requests.

1. Timely Completion.

(a) The Panel shall complete the review of an Investigation and issue a public written report detailing the Panel Findings (defined below) within ninety (90) days of Receipt of the Investigation Report.

(b) The Panel may extend the deadline for completion for good cause. The Chair shall report all deadline extensions (and the reason for the extension) to the Board of Supervisors. The Panel shall send written notice to the complainant, if the deadline for completion is extended. The notice shall include an approximate date for completion.

2. Panel Findings.

(a) Upon completing a requested Investigation review, the Panel may reach one of the following Panel Findings:

(i) Concur with the findings and determination detailed in the Investigation Report;
(ii) Advise the Board of Supervisors that the findings are not supported by the information reasonably available to the FCPD and recommend further review and consideration by the Chief; or
(iii) Advise the Board of Supervisors that, in the Panel's judgment, the Investigation is incomplete and recommend additional investigation.

(b) If the Panel Finding is either (ii) or (iii) above, the Board of Supervisors may direct the Chief to take further action as the Board of Supervisors deems appropriate.

(c) A majority of the appointed Panel Members must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel.

(d) The Chair may assign to one or more Panel Members concurring in the conclusions of the Panel Findings the responsibility for drafting the Panel's final review report that shall be sent to the complainant, the Board of Supervisors, the Chief and the Auditor.

ARTICLE VII. RECOMMENDATIONS FOR REVISIONS TO FCPD POLICIES, TRAINING AND PRACTICES

A. Review of Law Enforcement Policies and Practices.

1. Based on the Panel's review of Investigations, the Panel may recommend to the Chief and the Board of Supervisors revisions to FCPD policies and practices that the Panel concludes are needed.

2. The Panel may conduct Public Meetings to assist the Panel in making recommendations for policy and practice changes to the Chief and the Board of Supervisors.

B. Meetings with the Auditor.

The Panel may meet periodically with the Auditor concerning the findings and recommendations of the Auditor as to use of force cases so that the Panel can provide the Panel's view to the Board of Supervisors and the Chief as to changes in policies and practices that may be warranted.

ARTICLE VIII. OTHER DUTIES OF PANEL MEMBERS

A. Training.

All Panel Members shall complete all training mandated by the Board of Supervisors, which may include police ride alongs. The Panel shall determine the calendar for the presentation and completion of the required training. The Panel shall conduct other training as it determines would be helpful.

B. Confidentiality.

Each Panel Member shall maintain the confidentiality of all confidential or privileged information that Panel Members receive during service on the Panel.

C. Conflicts of Interest.

Panel Members shall avoid conflicts of interest with the provisions of Chapter 31 – State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100, *et seq.* A Panel Member shall consult with counsel to the Panel if the Panel Member believes that the Panel Member has or may have a conflict of interest with respect to a matter that the Panel will consider. A Panel Member with a conflict of interest shall not participate in or vote on the matter.

D. Communications.

1. Only the Chair or the Chair's designee shall make public statements on behalf of the Panel. The primary means for the Panel to communicate to the public shall be the Panel's written reports that are approved by a majority of the Panel Members.

2. Except as expressly authorized by the Chair in furtherance of a Panel Member's duties, Panel Members shall make diligent efforts to avoid individual discussion of a matter before the Panel with any person with an interest in the matter, including but not limited to a complainant, a witness to events giving rise to a complaint, or an FCPD officer that is the subject of a Complaint. The Panel Member shall inform the Chair if any interested party communication occurs and provide the Chair with any information about the communication that the Chair requests.

ARTICLE IX. RECORDKEEPING; ANNUAL REPORT

A. Recordkeeping.

1. All Panel meetings, including Panel Review Meetings and Public Comment Meetings, but excluding closed sessions within a Panel Meeting, shall be recorded and records maintained in accordance with the Library of Virginia Records Retention and Disposition Schedule.

2. The Auditor shall maintain a copy of all Complaints together with the reports detailing the disposition of each Complaint.

B. The Annual Report.

1. The Panel shall prepare the Annual Report describing its activities for the reporting year, including any recommendations to the Board of Supervisors, Auditor, and the Chief for revisions to FCPD policies, training, and practices that the Panel concludes are needed.

2. The Annual Report must be approved by a majority of the appointed Panel Members before the Annual Report is released publicly.

3. The Panel shall deliver the Annual Report to the Board of Supervisors through the Auditor and the Chair of the Board's Public Safety Committee. The Annual Report shall then be released to the public.

4. The initial Annual Report of the Panel shall be due on March 31, 2018. Subsequent Annual Reports shall be published in accordance with this section no later than March 1st of each year.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY; CONFLICTS OF LAW AND POLICY; PANEL IMMUNITY

A. Compliance with Law and County Policy.

The Panel and each Panel Member shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 through -3131, as amended, all County ordinances, the Panel Code of Ethics and with all County policies concerning the activities of its boards, authorities, and commissions.

B. Conflicts of law and policy.

These Bylaws are not intended to conflict with Laws or policies of the Board of Supervisors. To the extent there is a conflict between any Law or any other resolution or matter passed by the Board, and these Bylaws, the Law or Board action shall govern.

C. Panel Immunity.

Panel Members shall enjoy the protection of sovereign immunity to the extent allowed and provided under Virginia law whether common law or statutory, including, but not limited to, the Virginia State Government Volunteers Act, Virginia Code §§ 2.2-3600, *et seq.,* and the provisions of Virginia Code § 15.2-1405.

ARTICLE XI. DUTIES OF THE COUNTY EXECUTIVE AND THE AUDITOR; BOARD OF SUPERVISORS

A. The County Executive.

1. The County Executive shall cause the attendance of any County employee, other than the involved officer(s), at any Panel meeting whose appearance is requested by the Panel, unless the required attendance violates a statutory or constitutional right of the employee.

2. The County Executive shall cause the submission (from any County agency including the FCPD) of any relevant documents or other relevant materials requested by the Panel, including the full FCPD internal administrative investigative case file, unless legal privilege to withhold exists and is not waived.

B. The Auditor.

The staff of the Office of the Auditor shall provide administrative support for the Panel.

C. The Board of Supervisors.

1. The Board of Supervisors may conduct a review of the Panel at any time, except that the initial review shall be conducted within six months of receipt of the Panel's first annual report.

2. The Board of Supervisors shall ensure the Panel and Panel Members, as necessary, have the benefit of legal counsel.

ARTICLE XII. EFFECTIVE DATE OF THE BYLAWS; AMENDMENT OF THE BYLAWS

A. Effective Date of the Bylaws.

The Bylaws shall become effective upon approval by the Board of Supervisors.

B. Amendment of the Bylaws.

These Bylaws may be amended by the Panel by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to the Bylaws shall become effective upon approval of the Board of Supervisors.

Exhibit A

DEFINED TERMS

The following terms used in these Bylaws of the Fairfax County Police Civilian Review Panel mean the following:

Abuse of Authority has the meaning assigned to the term in Article VI.B.

Annual Report means the written annual report the Panel shall deliver to the Board of Supervisors as described in Article IX.B.1.

Auditor means the Fairfax County Independent Police Auditor.

Board of Supervisors means the Board of Supervisors of Fairfax County.

Bylaws means the Bylaws of the Fairfax County Police Civilian Review Board.

Chief means the FCPD Chief of Police.

Complaint means collectively, unless the context otherwise indicates, an Initial Complaint and a Review Request.

Counsel means the legal counsel that the Board of Supervisors designates to support the Panel.

FCPD means the Fairfax County Police Department.

FCSO means the Fairfax County Sheriff's Office.

Initial Complaint means a complaint from any person about the FCPD or its officers that has been first submitted to the Panel and not the FCPD.

Initial Disposition Notice means the notice that the Panel sends to a complainant detailing the Panel's disposition of the Review Request after the initial review described in Article VI.C.2.

Investigation(s) means a FCPD internal administrative investigation.

Investigation Report means the completed written FCPD report setting forth the findings of the Investigation.

Laws means collectively any Virginia or Fairfax County law, ordinance, regulation, resolution, or other Fairfax County policy duly authorized by the Board of Supervisors.

Meeting(s) has the meaning assigned to the term in VFOIA and includes work sessions, when sitting physically, or through telephonic or video equipment, as defined in VFOIA, as a body or entity, or as an informal assemblage of (i) as many as three Panel Members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Panel means the Fairfax County Police Civilian Review Panel.

Panel Findings means those conclusions that the Panel can adopt in response to a Review Request that are delineated in ArticleVI.F.2(a).

Panel Meeting means a meeting of the Panel.

Panel Meeting Notice means the written notice stating the date, time, and location of a Panel Meeting.

Panel Member(s) means each of the persons that the Board of Supervisors appoints to the Panel.

Panel Review Meeting means a Panel Meeting where a Review Request is reviewed by the Panel, including a Panel Meeting where a complainant or FCPD representative is present to discuss an Investigation.

Panel Review Meeting Notice means the Panel Meeting Notice for a Panel Review Meeting.

Public Meeting(s) means a Panel Meeting open to the public conducted on issues within the Panel's jurisdiction and on law enforcement policies and practices where the public is invited to comment on such issues and policies and practices.

Receipt of the Investigation Report is deemed to occur at the first Panel meeting subsequent to FCPD making an Investigation Report available to the Panel in response to a Review Request.

Review Request means a person's request for the Panel to review an Investigation.

Serious Misconduct has the meaning assigned to the term in Article VI.B.

VFOIA means the Virginia Freedom of Information Act, as amended from time to time.

BYLAWS OF THE FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL
Draft of June 5, 2017

ARTICLE I. NAME[1]

The name of this organization is the **Fairfax County Police Civilian Review Panel.**

ARTICLE II. PURPOSE

The Board of Supervisors, pursuant to Virginia law, established the Panel on December 6, 2016, to enhance police legitimacy and to build and maintain public trust between the FCPD, the Board of Supervisors and the public. The Panel will:

A. Review certain Investigations to ensure the thoroughness, completeness, accuracy, objectivity, and impartiality of the Investigations;

B. Provide an independent process for commencing an Initial Complaint against the FCPD or its officers; and

C. Make recommendations on law enforcement policies and practices as they pertain to case reviews to assist the FCPD Chief of Police ("Chief") and Board of Supervisors in policy review.

The Panel shall report directly to the Board of Supervisors.

ARTICLE III. COMPOSITION OF THE PANEL AND TERM OF OFFICE FOR PANEL MEMBERS

A. Composition and Qualifications.

1. The Board of Supervisors shall appoint each Panel Member.

2. The Panel shall be comprised of nine Fairfax County residents with expertise and experience relevant to the Panel's responsibilities. At least one Panel Member shall have prior law enforcement experience other than as a member of the FCPD or the FCSO.

3. The Board of Supervisors shall endeavor to create an independent and fair body giving due consideration to the following factors, among others it may choose: community and civic involvement; diversity; law enforcement and/or criminal investigative experience;

[1] Certain terms used in these Bylaws are defined in the attached Exhibit A incorporated herein by this reference.

reputation in the community; geographical representation; and other factors designed to ensure a balanced Panel representative of Fairfax County.

4. No Panel Member may be a current employee of Fairfax County, a current or former member of the FCPD or the FCSO, have a relative (i.e., an immediate or extended family member) who is a member of the FCPD or FCSO, hold public office, or be a candidate for public office.

~~A~~B. Terms of Service.

1. Panel Members shall be appointed for three year terms, except for the inaugural Panel (which shall have terms as described below) and may be appointed to no more than two consecutive terms.

2. Panel Member terms shall be staggered.

3. With respect to the inaugural Panel, three Panel Members shall be appointed for three-year terms, three Panel Members shall be appointed for two-year terms and three Panel Members shall be appointed to a one-year term.

4. The Panel Members of the inaugural Panel are eligible to be appointed to a second three-year term upon expiration of the Panel Member's initial term.

C. Resignations, Removals and Vacancies.

1. Panel Members serve at the pleasure of the Board of Supervisors.

2. The Chair shall notify the Board of Supervisors if a Panel Member is absent from three consecutive Panel meetings or is absent from five Panel meetings in any calendar year (unless the absence is for good reason as determined by the Chair).

3. Any Panel Member may resign from the Panel at any time by delivering written notice of termination to the Board of Supervisors with a copy to the Chair. The resignation will be effective upon receipt, unless an effective date of the resignation is specified in the notice.

4. The Board of Supervisors may appoint a new Panel Member for the unexpired Panel Member term resulting from a vacancy that occurs for any reason.

ARTICLE IV. CHAIR, VICE CHAIR, OTHER OFFICERS AND COMMITTEES

~~B.~~ A. The Initial Chair and Vice-Chair.

The Board of Supervisors may choose to designate one of the Panel Members as the initial Chair. At a time agreed by the Panel Members, the Panel shall elect the initial Vice-Chair.

~~C.~~ B. Succession; Annual Election of Officers; Vacancies.

1. Unless the Panel Members agree otherwise, the Vice-Chair shall succeed to the Chair position upon expiration of the Chair's term.

2. Panel Members shall elect the Vice-Chair and other officers (as determined by the Panel Members) who shall be responsible for those functions as assigned by the Panel and the Chair.

3. All Panel officers shall be elected at the first meeting of each calendar year. Terms of office for Panel Officers shall be for one year, effective March 1st of each calendar year.

4. No Panel Member may serve more than one, one year term as Chair.

5. If there is an officer vacancy, the Panel may elect a replacement officer at any time after the vacancy occurs to serve the balance of the unexpired term.

6. Before the election of any replacement officer, the Chair or Vice-Chair shall provide the Panel Members with at least two weeks written notice of the proposed election before the meeting at which the replacement is to be elected.

7. Election of Panel officers must take place in a meeting duly called as provided for in Article V.

C. Duties of the Chair and Vice-Chair.

1. The Chair shall:

(a) Preside over all Panel meetings at which the Chair is present;
(b) Act as a liaison between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;
(c) Serve as the Panel's official spokesperson;
(d) Oversee the preparation of the Panel's annual report described in Article IX.B;
(e) Perform any other duties as the Panel may delegate; and
(f) Delegate any of these duties to other Panel Members.

2. The Vice-Chair shall:

(a) Preside over Panel meetings in the absence of the Chair; and
(b) Perform any other responsibilities delegated by the Chair or requested by the Panel.
(c) Panel Committees.

DRAFT

The Panel may establish as many committees as the Panel deems necessary to perform the Panel's duties. All Panel committee meetings shall comply with the notice and other requirements of VFOIA.

ARTICLE V. QUORUM, VOTING AND MEETINGS

A. Quorum.

At any Panel meeting, the presence of five Panel Members shall constitute a quorum. Any Panel meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

B. Voting.

The vote of a majority of Panel Members present at a meeting with a quorum is necessary for the Panel to take an action. Notwithstanding the previous sentence, the affirmative vote of a majority of all Panel Members is required to approve Panel Findings or the Annual Report. All votes of Panel Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. All Panel Members who are present at a meeting, including the Chair, may vote at any meeting.

C. Meetings.

~~3.~~ 1. The Panel shall meet as often as necessary to conduct Panel business.

~~4.~~ 2. All Panel Meetings shall be conducted in accordance with VFOIA, and, except for closed sessions, all Panel Meetings shall be open to the public.

~~5.~~3. All Panel Meetings shall be preceded by a Panel Meeting Notice, and, except for emergency Panel Meetings, a Panel Meeting Notice shall be published at least three working days before the Panel Meeting. Notice, reasonable under the circumstances for emergency Panel Meetings, shall be given contemporaneously with the notice provided to Panel Members.

~~6.~~4. Panel Meeting Notices shall be:

(a) provided to the Office of Public Affairs for posting at the Government Center and on the County Internet site, and
(b) placed at a prominent public location by the Clerk of the Board of Supervisors.

~~7.~~5. All Panel Meetings shall be conducted in:

(a) places that are accessible to persons with disabilities,

(b) public buildings whenever practical; and
(c) accordance with Robert's Rules of Order, Newly Revised (except as otherwise provided by Virginia law or these Bylaws).

~~8.~~6. Except as specifically authorized by VFOIA, no Panel Meeting shall be conducted through telephonic, video, electronic, or other communication means where the Panel Members are not all physically assembled to discuss or transact public business.

~~9.~~7. At any Panel Meeting, at least one copy of the agenda and, unless exempt from disclosure under VFOIA, all materials furnished to Panel Members shall be made available for public inspection at the same time the documents are furnished to the Panel Members.

~~10.~~8. Any person may photograph, film, record, or otherwise reproduce any portion of a Panel Meeting required to be open, but no person broadcasting, photographing, filming, or recording any open Panel Meeting may interfere with any of the proceedings.

~~11.~~9. The Panel shall keep minutes of its Panel Meetings, and those minutes shall include:

(a) the date, time, and location of each meeting;

(b) the Panel Members present and absent;

(c) a summary of the discussion on matters proposed, deliberated, or decided; and

(d) a record of any votes taken.

~~12.~~10. The Panel meeting minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.

ARTICLE VI. PANEL AUTHORITY TO REVIEW INVESTIGATIONS AND REVIEW PROCEDURES

A. Scope of Panel Review Authority.

1. The Panel shall review Investigations to ensure their thoroughness, completeness, accuracy, objectivity, and impartiality where (1) the subject matter of an Investigation is an allegation of "abuse of authority" or "serious misconduct" by a FCPD officer, and (2) a Review Request is filed. The Panel shall not review:

(a) alleged misconduct that is subject to the exclusive review by the Auditor;
(b) any Complaint related to an incident that occurred before December 6, 2016;
(c) an Initial Complaint that is filed more than one (1) year after the date of the incident that is the subject of the Investigation (unless the Panel determines that there is good cause to extend the filing deadline);

(d) a Review Request filed more than sixty (60) days after the date of the notice sent to the complainant by the FCPD informing the complainant of the Investigation's completion (unless the Panel determines that there is good cause to extend the filing deadline); or

(e) a Complaint concerning matters that are subject of a pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding. ~~until any such proceeding is completed (excluding appeals).~~

~~(e)~~2. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

~~2.~~3. Where a Complaint alleges misconduct within both the Panel's scope of authority and the Auditor's scope of authority, the Panel and the Auditor shall each conduct a review of the Investigation within their requisite scope of authority. The Auditor and Chair shall coordinate the work of the Panel and Auditor to ensure efficient use of resources and avoid duplication of effort. If the matter cannot be divided between the Auditor and the Panel in an efficient manner, then the Auditor shall conduct the review of all portions of the investigation.

~~3.~~4. If there is a ~~The Board of Supervisors shall resolve any~~ conflict in the scope of authority between the Auditor and the Panel, then the matter shall be resolved by the Auditor. ~~if the Auditor and the Panel are unable to resolve the conflict.~~

B. Definition of "abuse of authority" or "serious misconduct".

For purposes of determining the Panel's authority to review an Investigation, "abuse of authority" or "serious misconduct" by an FCPD police officer includes, but is not limited to:

(i) the use of abusive racial, ethnic or sexual language or gestures;
(ii) harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status or disability;
(iii) acting in a rude, careless, angry, retaliatory or threatening manner not necessary for self-defense;
(iv) reckless endangerment of detainee or person in custody;
(v) violation of laws or ordinances; or
(vi) other serious violations of Fairfax County or FCPD policies or procedures, including the FCPD Cannon of Ethics, that occur both on or off duty.

C. The Complaint.

1. Content and Filing of a Complaint.

(a) An Initial Complaint and a Review Request shall be in writing and shall be deemed filed when delivered to: [insert appropriate address and method of filing]

(b) A Complaint shall contain:

(i) identifying information for the person filing the Complaint;
(ii) a statement describing the reasons for the Review Request, unless the Complaint is an Initial Complaint;
(iii) the specific police behavior of concern;
(iv) a description of the incident in which the behavior occurred; and
(v) a list of the names, addresses and phone numbers of all witnesses to or persons with knowledge of the incident known by the complainant.

(c) The Panel shall immediately forward an Initial Complaint to the FCPD for investigation [insert the appropriate FCPD contact]. The FCPD shall complete its investigation and provide an Investigation Report to the Panel within sixty (60) days. The Panel ~~may~~ shall extend the 60-day period upon request of the Chief to protect an ongoing criminal or internal administrative investigation, or for other good cause, with notice to the complainant and the Board of Supervisors.

2. Initial Disposition Notice.

(a) The Panel shall conduct an initial review of each Review Request and may conduct the initial review as a committee of the whole or establish a subcommittee of at least three Panel Members (with rotating membership) to conduct the initial review.

(b) Within 30 days of Receipt of the Investigation Report, the Panel shall send an Initial Disposition Notice to the complainant with the Panel's determination of its authority to undertake a review of the subject Investigation.

(c) The Panel will determine if the Panel has authority to review the subject Investigation taking into account whether the underlying Complaint:

(i) is timely filed; or
(ii) is a Review Request of alleged misconduct that is subject to exclusive review of the Auditor.

(d) If the Panel determines that the Panel does not have authority to review the subject Investigation, the Initial Disposition Notice shall state the reasons for the Panel's decision.

DRAFT

(e) Where the Panel finds that a review of the subject Investigation is warranted, the Initial Disposition Notice shall include a description of the review process, a deadline for completion of the review, and a date for the Panel Review Meeting.

(f) If the underlying Complaint alleges police misconduct that requires the Auditor's review, the Panel shall (i) promptly forward the matter to the Auditor and (ii) send an Initial Disposition Notice to the complainant explaining the reasons for the referral.

~~D.~~ D. Pending Proceedings.

1. If at any point in the review process the Panel learns that the matters of a Review Request are the subject of pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding ~~(except appeals)~~, the Panel shall:

(a) suspend its review;
(b) defer the review pending resolution of the criminal, civil or administrative proceeding by the trial court;
(c) notify the complainant and the Board of Supervisors, in writing, of any deferrals; and
(d) track any deferred matter and notify the complainant and the Board of Supervisors once the proceedings are closed and the request for review may proceed.

2. The panel may request assistance of Counsel, the Auditor, the Chief, or the County Attorney in making its determination that matters of a Review Request are the subject of pending proceedings.

3. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

~~3.~~

E. Panel Meetings to Review Investigations.

1. Additional Requirements for Panel Review Meetings.

In addition to the requirements for Panel Meetings generally set forth in Article V.C., Panel Review Meetings shall be conducted as follows:

(a) The Panel may convene a Panel Review Meeting to review an Investigation as to which a Review Request has been submitted within **sixty (60) days of Receipt of the Investigation Report.**

(b) The Panel Review Meeting Notice shall not only comply with Article V.C.4., but shall also include a statement inviting any person with information about the Investigation or the

DRAFT

incident that is the subject of the Panel Review Meeting to submit the information in writing to the Chief or the Auditor.

(c) Notwithstanding Article V.C.4, Panel Review Meeting Notices shall be published and sent to Panel Members, the FCPD Internal Affairs Office, the County Attorney's Office, and the complainant at least fourteen (14) days before the Review Meeting.

(d) The Panel may conduct as many Panel Review Meetings as the Panel deems necessary to complete the requested review.

~~(d)~~(e) The Panel shall not take ~~sworn~~ testimony or receive factual evidence.

~~(e)~~(f) At a Panel Review Meeting, the complainant shall have the opportunity to state the reasons for filing the Review Request, and the Panel may ask questions of the complainant regarding those reasons. ~~Persons who were not interviewed as part of the investigation under review may, at the Panel's discretion, state the reasons why the FCPD should consider their information, and the Panel may ask questions of those persons regarding those reasons.~~ The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.

~~(f)~~(g) At the request of the Panel, an FCPD representative knowledgeable of the Investigation under review shall appear before the Panel at a Panel Review Meeting (as determined by the Panel) to review and answer questions from the Panel about the Investigation, including all findings of fact, evidence collected and received, witness statements and action taken or not.

~~(g)~~(h) At the Panel's discretion, it may request further investigation by the FCPD, and the FCPD shall, within a reasonable time, conduct further investigation and provide to the Panel a supplemental report that details the findings of the additional investigation.

(i) Translation services will be provided for a complainant or other person that needs translation assistance to present to the Panel or respond to questions from Panel Members.

2. Closed Sessions, and Confidential Matters During Panel Review Meetings.

(a) The Panel may conduct portions of any Panel Meeting (including Panel Review Meetings) in closed session, so long as the purpose for and conduct of the closed session is consistent with VFOIA.

(b) Any statement made by a FCPD police officer to the FCPD that the FCPD required under the provisions of Garrity v. New Jersey, 385 U.S. 493 (1967), shall not be disclosed in public. The Panel shall have confidential access to the entire statement for its review. Unless the FCPD officer consents to the public release of the entire statement given during an

Investigation, the FCPD representative(s) presenting information to the Panel on a Complaint may publicly state only that the officer admitted or denied the allegation.

(c) Panel Members shall not reveal the identity of (i) any juvenile, or (ii) victim of sexual assault (unless authorized to do so by the victim in writing).

(d) Each Panel Member who reviews a FCPD officer's personnel record or a FCPD internal administrative investigative case file shall sign a Notice of Confidentiality affirming that the file and case record is a personnel record that shall not be disclosed to anyone or copied.

(e) If information subject to the Panel's review concerns an identifiable juvenile, the requested information shall first be forwarded to the County Attorney's Office for ~~possible~~ redaction in conformance with Code of Virginia §16.1-301, as amended.

F. Disposition of Review Requests.

1. Timely Completion.

(a) The Panel shall complete the review of an Investigation and issue a public written report detailing the Panel Findings (defined below) **within ninety (90) days of Receipt of the Investigation Report.**

(b) The Panel may extend the deadline for completion for good cause. The Chair shall report all deadline extensions (and the reason for the extension) to the Board of Supervisors. The Panel shall send written notice to the complainant, if the deadline for completion is extended. The notice shall include an approximate date for completion.

2. Panel Findings.

(a) Upon completing a requested Investigation review, the Panel may reach one of the following Panel Findings:

(i) Concur with the findings and determination detailed in the Investigation Report;
(ii) Advise the Board of Supervisors that the findings are not supported by the information reasonably available to the FCPD and recommend further review and consideration by the Chief; or
(iii) Advise the Board of Supervisors that, in the Panel's judgment, the Investigation is incomplete and recommend additional investigation.

(b) If the Panel Finding is either (ii) or (iii) above, the Board of Supervisors may direct the Chief to take further action as the Board of Supervisors deems appropriate.

(c) A majority of the appointed Panel Members must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel.

DRAFT

(d) The Chair may assign to one or more Panel Members concurring in the conclusions of the Panel Findings the responsibility for drafting the Panel's final review report that shall be sent to the complainant, the Board of Supervisors, the Chief and the Auditor.

ARTICLE VII. RECOMMENDATIONS FOR REVISIONS TO FCPD POLICIES, TRAINING AND PRACTICES

A. Review of Law Enforcement Policies and Practices.

1. Based on the Panel's review of Investigations, the Panel may recommend to the Chief and the Board of Supervisors revisions to FCPD policies and practices that the Panel concludes are needed.

2. The Panel may conduct Public ~~Comment~~ Meetings to assist the Panel in making recommendations for policy and practice changes to the Chief and the Board of Supervisors.

B. Meetings with the Auditor.

The Panel may meet periodically with the Auditor concerning the findings and recommendations of the Auditor as to use of force cases so that the Panel can provide the Panel's view to the Board of Supervisors and the Chief as to changes in policies and practices that may be warranted.

ARTICLE VIII. OTHER DUTIES OF PANEL MEMBERS

A. Training.

All Panel Members shall complete all training mandated by the Board of Supervisors, which may include police ride alongs. The Panel shall determine the calendar for the presentation and completion of the required training. The Panel shall conduct other training as it determines would be helpful.

B. Confidentiality.

Each Panel Member shall maintain the confidentiality of all confidential or privileged information that Panel Members receive during service on the Panel.

C. Conflicts of Interest.

Panel Members shall avoid conflicts of interest with the provisions of Chapter 31 – State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100, *et seq.* A Panel Member shall consult with counsel to the Panel if the Panel Member believes that the Panel

Member has or may have a conflict of interest with respect to a matter that the Panel will consider. A Panel Member with a conflict of interest shall not participate in or vote on the matter.

D. Communications.

1. Only the Chair or the Chair's designee shall make public statements on behalf of the Panel. The primary means for the Panel to communicate to the public shall be the Panel's written reports that are approved by a majority of the Panel Members.

2. Except as expressly authorized by the Chair in furtherance of a Panel Member's duties, Panel Members shall make diligent efforts to avoid individual discussion of a matter before the Panel with any person with an interest in the matter, including but not limited to a complainant, a witness to events giving rise to a complaint, or an FCPD officer that is the subject of a Complaint. The Panel Member shall inform the Chair if any interested party communication occurs and provide the Chair with any information about the communication that the Chair requests.

ARTICLE IX. RECORDKEEPING; ANNUAL REPORT

A. Recordkeeping.

1. All Panel meetings, including Panel Review Meetings and Public Comment Meetings, but excluding closed sessions within a Panel Meeting, shall be recorded and records maintained in accordance with the Library of Virginia Records Retention and Disposition Schedule.

2. The Auditor shall maintain a copy of all Complaints together with the reports detailing the disposition of each Complaint.

B. The Annual Report.

1. The Panel shall prepare the Annual Report describing its activities for the reporting year, including any recommendations to the Board of Supervisors, Auditor, and the Chief for revisions to FCPD policies, training, and practices that the Panel concludes are needed.

2. The Annual Report must be approved by a majority of the appointed Panel Members before the Annual Report is released publicly.

3. The Panel shall deliver the Annual Report to the Board of Supervisors through the Auditor and the Chair of the Board's Public Safety Committee. The Annual Report shall then be released to the public.

DRAFT

4. The initial Annual Report of the Panel shall be due on March 31, 2018. Subsequent Annual Reports shall be published in accordance with this section no later than March 1st of each year.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY; CONFLICTS OF LAW AND POLICY; PANEL IMMUNITY

A. Compliance with Law and County Policy.

The Panel and each Panel Member shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 through -3131, as amended, all County ordinances, the Panel Code of Ethics and with all County policies concerning the activities of its boards, authorities, and commissions.

B. Conflicts of law and policy.

These Bylaws are not intended to conflict with Laws or policies of the Board of Supervisors. To the extent there is a conflict between any Law or any other resolution or matter passed by the Board, and these Bylaws, the Law or Board action shall govern.

C. Panel Immunity.

Panel Members shall enjoy the protection of sovereign immunity to the extent allowed and provided under Virginia law whether common law or statutory, including, but not limited to, the Virginia State Government Volunteers Act, Virginia Code §§ 2.2-3600, *et seq.*, and the provisions of Virginia Code § 15.2-1405.

ARTICLE XI. DUTIES OF THE COUNTY EXECUTIVE AND THE AUDITOR; BOARD OF SUPERVISORS

A. The County Executive.

1. The County Executive shall cause the attendance of any County employee, other than the involved officer(s), at any Panel meeting whose appearance is requested by the Panel, unless the required attendance violates a statutory or constitutional right of the employee.

2. The County Executive shall cause the submission (from any County agency including the FCPD) of any relevant documents or other relevant materials requested by the Panel, including the full FCPD internal administrative investigative case file, unless legal privilege to withhold exists and is not waived.

B. The Auditor.

The staff of the Office of the Auditor shall provide administrative support for the Panel.

C. The Board of Supervisors.

1. The Board of Supervisors may conduct a review of the Panel at any time, except that the initial review shall be conducted within six months of receipt of the Panel's first annual report.

2. The Board of Supervisors shall ensure the Panel and Panel Members, as necessary, have the benefit of legal counsel.

ARTICLE XII. EFFECTIVE DATE OF THE BYLAWS; AMENDMENT OF THE BYLAWS

A. Effective Date of the Bylaws.

The Bylaws shall become effective upon approval by the Board of Supervisors.

B. Amendment of the Bylaws.

These Bylaws may be amended by the Panel by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to the Bylaws shall become effective upon approval of the Board of Supervisors.

DRAFT

Exhibit A

DEFINED TERMS

The following terms used in these Bylaws of the Fairfax County Police Civilian Review Panel mean the following:

Abuse of Authority has the meaning assigned to the term in Article VI.B.

Annual Report means the written annual report the Panel shall deliver to the Board of Supervisors as described in Article IX.B.1.

Auditor means the Fairfax County Independent Police Auditor.

Board of Supervisors means the Board of Supervisors of Fairfax County.

Bylaws means the Bylaws of the Fairfax County Police Civilian Review Board.

Chief means the FCPD Chief of Police.

Complaint means collectively, unless the context otherwise indicates, an Initial Complaint and a Review Request.

Counsel means the legal counsel that the Board of Supervisors designates to support the Panel.

FCPD means the Fairfax County Police Department.

FCSO means the Fairfax County Sheriff's Office.

Initial Complaint means a complaint from any person about the FCPD or its officers that has been first submitted to the Panel and not the FCPD.

Initial Disposition Notice means the notice that the Panel sends to a complainant detailing the Panel's disposition of the Review Request after the initial review described in Article VI.C.2.

Investigation(s) means a FCPD internal administrative investigation.

Investigation Report means the completed written FCPD report setting forth the findings of the Investigation.

Laws means collectively any Virginia or Fairfax County law, ordinance, regulation, resolution, or other Fairfax County policy duly authorized by the Board of Supervisors.

Meeting(s) has the meaning assigned to the term in VFOIA and includes work sessions, when sitting physically, or through telephonic or video equipment, as defined in VFOIA, as a body or entity, or as an informal assemblage of (i) as many as three Panel Members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Panel means the Fairfax County Police Civilian Review Panel.

Panel Findings means those conclusions that the Panel can adopt in response to a Review Request that are delineated in ArticleVI.F.2(a).

Panel Meeting means a meeting of the Panel.

Panel Meeting Notice means the written notice stating the date, time, and location of a Panel Meeting.

Panel Member(s) means each of the persons that the Board of Supervisors appoints to the Panel.

Panel Review Meeting means a Panel Meeting where a Review Request is reviewed by the Panel, including a Panel Meeting where a complainant or FCPD representative is present to discuss an Investigation.

Panel Review Meeting Notice means the Panel Meeting Notice for a Panel Review Meeting.

Public ~~Comment~~ Meeting(s) means a Panel Meeting open to the public conducted on issues within the Panel's jurisdiction and on law enforcement policies and practices where the public is invited to comment on such issues and policies and practices.

Receipt of the Investigation Report is deemed to occur at the first Panel meeting subsequent to FCPD making an Investigation Report available to the Panel in response to a Review Request.

Review Request means a person's request for the Panel to review an Investigation.

Serious Misconduct has the meaning assigned to the term in Article VI.B.

VFOIA means the Virginia Freedom of Information Act, as amended from time to time.

DRAFT

Fairfax County Police Civilian Review Panel
12000 Government Center Parkway
Fairfax, VA 22035-0079

June 5, 2017

Sharon Bulova, Chairman
John Cook, Supervisor
Fairfax County Board of Supervisors
12000 Government Center Parkway, Suite 530
Fairfax, VA 22035-0079

Chairman Bulova and Supervisor Cook:

The Police Civilian Review Panel ("Panel") is pleased to present the Board of Supervisors ("Board") with the attached draft Bylaws for your review and approval. Composed of highly-qualified members of the public selected by the Board, the Panel met on four separate occasions to consider and develop the draft Bylaws. The Panel was guided by not only the Board's Action Item, which is controlling, but also "best practices" identified from the bylaws of several other jurisdictions, including Denver which is recognized as a leader in civilian oversight. The Panel was aided greatly in the process by input from Richard Schott, the Independent Police Auditor; Julia Judkins, counsel to the Panel; and Major Gun Lee, who leads the Fairfax County Police Department ("FCPD") Internal Affairs Bureau.

With two exceptions, these Bylaws capture the Board's direction in the February 28, 2017 enabling Action Item. We have in our deliberations dealt with two matters that, if modified by approving these Bylaws, will strengthen the Panel's ability to achieve our purpose "...to enhance police legitimacy and to build and maintain public trust...".

First, we recommend that the time frame for the conduct of an investigation review be consistent in all circumstances in order to conduct a thorough review of a completed FCPD investigation. In some cases, the current deadlines would require the Panel to finalize an investigation review before having a full opportunity to conduct a public meeting.

Second, we recommend that the Panel be able to receive -- at a public meeting held to review an investigation -- statements from persons who have not been interviewed during the investigation by the FCPD as to the reasons why the FCPD investigators should consider their information.

The draft Bylaws incorporate the Panel's suggestions for addressing these two matters so that the Board can see how the recommended changes would be reflected in the Bylaws. The specific sections are highlighted in **bold** type.

To ensure the Panel can conduct a thorough review of completed investigations, we recommend that the Board (1) increase the time the Panel has to issue final reports; (2) affix the deadlines for holding public meetings and issuing final reports to the same starting point; and (3) assure that the Panel has a reasonable opportunity to hold a public meeting before a final report is due.

Adhering to public meeting laws necessarily means that the bulk of the Panel's review process will occur at its public meetings. These public meetings will likely occur only once every few weeks. The Board's Action Item gives the Panel a 45-day window to hold a public investigation review meeting and a 60-day window to complete a review and issue a final report. The time the Panel is given to complete its review begins upon the "filing of a request for review" [see Action Item section (d) (Recommendation 21) ("Panel findings")], but the time the Panel is given to hold a public meeting starts on the later occurring "receipt of the completed police department internal administrative investigation" [see Action Item section (c) (Recommendation 20) ("Timing and Meeting"]. As a result, the final review could be due while the Panel still has time remaining to hold a public meeting on the matter.

The draft Bylaws account for this incongruity by (1) changing the number of days from 45 to 60 for holding a public investigation review meeting, (2) changing the number of days from 60 to 90 for completing the review and issuing a public written report, and (3) starting those 60-day and 90-day time periods upon the Panel's receipt of the completed police department internal administrative investigation report. These changes extend the time period during which the Panel conducts its review and synchronizes the start of that time period with the start of the time period during which the Panel may schedule a public meeting. These adjustments increase the likelihood that the Panel will have time to conduct a thorough review.

In addition, we recommend that the Board permit community members who were not previously interviewed by the FCPD to come forward at a public investigation review meeting to relate what they know about the underlying incident and why that information should be considered. The following draft Bylaw language will promote the community trust that the Panel's work is meant to engender:

Persons who were not interviewed as part of the investigation under review may, at the Panel's discretion, state the reasons why the FCPD investigators should consider their information and the Panel may ask questions of those persons regarding those reasons. The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.

While this change will positively affect how the public perceives the Panel, the change to the review process is relatively minor. The proposed language does not empower the Panel to swear witnesses, take evidence, or compel witness appearances. Nor would the change take investigative powers or decision-making away from the FCPD: the proposed language requires the Panel to provide the FCPD with contact information for all previously unknown persons so that the FCPD can gather and weigh any information provided. Furthermore, the proposed adjustment is content neutral—a previously unknown person can appear before the Panel whether what they have to offer supports or contradicts an investigation's findings. This change is solely aimed at increasing community access to the process with the understanding that is the surest way to foster trust between the county and the community.

We respectfully recommend these Bylaws to the Board, which we believe will allow the Panel to more completely fulfill its mission. Importantly, the Panel deliberations that underpin the draft Bylaws build on those undertaken by the Ad Hoc Police Practices Review Commission and the Board itself. With the two exceptions elaborated herein, the Panel captures the guidance and direction provided by these two bodies. The two exceptions reflect our desire to mitigate against real or perceived constraints that could impair our ability to promote continued public trust in our outstanding Police Department. The Panel hopes you agree and approve the recommended Bylaws.

We also attach the Code of Ethics which the Panel prepared and has adopted.

We are available to discuss any questions that you may have, and we express our appreciation on behalf of ourselves and the broader Fairfax County community for the guidance, vision and support which you have provided in establishing effective independent civilian oversight through the Auditor and the Panel.

Sincerely,



Adrian L. Steel, Jr., Chairman

Attachments

cc: Police Civilian Review Panel
Richard G. Schott, Independent Police Auditor
Julia B. Judkins, Counsel to the Panel
Major Gun Lee, FCPD Commander, Internal Affairs Bureau

FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL
CODE OF ETHICS

Panel Approved: 15 May 2017

PREAMBLE[1]

Civilian Police Review Panel members have a unique and critical role as public servants in reviewing law enforcement agency actions. Accordingly, the public, government, and law enforcement agencies have entrusted these individuals to conduct their oversight in a professional, informed, fair, and impartial manner. They earn this trust through a firm commitment to the public good, to the mission of their review panel, and to the ethical and professional standards described herein. The spirit of these ethical and professional standards shall guide panel members' conduct when conflicts of interest or ethical uncertainties arise as well as provide standards to which the public shall hold panel members accountable for their actions. The Code shall be a constant reminder that panel members are beholden to the interest of and fidelity to the public, which requires regularly promoting public trust, integrity, and transparency.

I. DIGNITY AND RESPECT[2]

Treat all persons with dignity, respect, equality, equity, and fairness and without preference, prejudice, or discrimination based on, but not limited to: age, ethnicity, culture, race, color, disability, sex, gender, religion, sexual orientation, gender identity or expression, socioeconomic status, housing status, marital status, parental status, citizenship, nationality, immigration status, language, political beliefs, and all other protected classes.

II. PERSONAL INTEGRITY[3]

Demonstrate the highest standards of personal and professional conduct to inspire and maintain public and stakeholder confidence and trust. Act honestly and responsibly and promote the ethical practices at all times.

III. COMMITMENT[4]

Represent the public's interest, uphold the constitutions and laws, and adhere to the mission and objectives of this panel, while seeking to improve policies and procedures to promote the public good in accordance with the Fairfax County Police Civilian Review Panel Bylaws. Place service to the public above personal and organizational self-interest.

---

[1] National Association for Civilian Oversight of Law Enforcement (NACOLE) Code of Ethics (Link)
[2] NACOLE Code of Ethics; included equality, equity, and fairness as they are not necessarily covered under respect and dignity. Language focuses on ability to communicate in native languages or for hearing impaired that may not necessarily be covered under ethnicity, culture, or disability.
[3] American Society of Public Administration Code of Ethics (ASPA) (Link); NACOLE Code of Ethics; National Association of Social Workers (NASW) Code of Ethics (Link)
[4] NACOLE Code of Ethics; ASPA Code of Ethic

IV. COMMUNITY ENGAGEMENT[5]

Engage in open, candid, and culturally sensitive outreach with community stakeholders in order to share information and to learn about community policing issues and concerns impacting communities throughout the county.

V. IMPARTIAL OVERSIGHT

Conduct reviews with diligence, objectivity, fairness, inquisitiveness, comprehensiveness, and in a timely matter. Present facts and findings without regard to personal beliefs or concerns for personal, professional, or political consequences.

VI. TRANSPARENCY[6]

Be open, transparent, responsive, and explanative to the public about the panel's role and processes, while in accordance with the Fairfax County Police Civilian Review Panel Bylaws, to include, but not limited to, maintaining meeting minutes and releasing regular annual reports on oversight activities.

VII. CONFIDENTIALITY[7]

Recognize that individual lives are impacted regardless of who they are and what the panel determines. Accordingly, maintain confidentiality of information, and in accordance with the Fairfax County Police Civilian Review Panel Bylaws, that cannot or should not be disclosed and protect the security of confidential records and identities of crime victims and police officers. Any disclosure of confidential information shall require written consent from the complainant and/or victim.

VIII. PROFESSIONAL EXCELLENCE[8]

Acquire the necessary knowledge and understanding of law enforcement, community dynamics, and current social, cultural, legal, and professional issues that impact the community, law enforcement agencies, and county government. Seek and encourage other members to seek professional development opportunities to enhance the ability to act competently, culturally sensitively, appropriately, and ethically in the capacity of a panel member.

IX. ACCOUNTABILITY AND SELF-EXAMINATION[9]

Seek continuous improvement in the effectiveness, efficiency, and advocacy of the panel, the law enforcement agencies it works with, and their relations with the communities they serve. Gauge this through community and cross-organizational feedback and evaluation as well as through internal panel policy and procedural reviews to advance performance, organizational reforms, and accountability. Sustain a respectful relationship with the Fairfax County Board of Supervisors, to whom the panel reports.

[5] NASW Code of Ethics, NACOLE Code of Ethics
[6] ASPA Code of Ethics; NACOLE Code of Ethics
[7] NACOLE Code of Ethics; ASPA Code of Ethics
[8] NACOLE Code of Ethics; ASPA Code of Ethics
[9] NACOLE Code of Ethics

X. COURAGE[10]

Have the mental, moral, and physical fortitude to see through challenges, make tough decisions under stress and pressure, and to do what is right in the face of adversity.

XI. CONFLICTS OF INTEREST

Panel members shall avoid conflicts of interest, as set forth in the Fairfax County Police Civilian Review Panel Bylaws, that compromise or have the perception of interfering with their fair, impartial, and independent judgment and execution of their roles and responsibilities.

[10] United States Marine Corps Core Values (Link)

BYLAWS OF THE FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL
Draft of June 5, 2017

ARTICLE I. NAME[1]

The name of this organization is the **Fairfax County Police Civilian Review Panel.**

ARTICLE II. PURPOSE

The Board of Supervisors, pursuant to Virginia law, established the Panel on December 6, 2016, to enhance police legitimacy and to build and maintain public trust between the FCPD, the Board of Supervisors and the public. The Panel will:

A. Review certain Investigations to ensure the thoroughness, completeness, accuracy, objectivity, and impartiality of the Investigations;

B. Provide an independent process for commencing an Initial Complaint against the FCPD or its officers; and

C. Make recommendations on law enforcement policies and practices to assist the Chief and the Board of Supervisors in policy review.

The Panel shall report directly to the Board of Supervisors.

.

ARTICLE III. COMPOSITION OF THE PANEL AND TERM OF OFFICE FOR PANEL MEMBERS

A. Composition and Qualifications.

1. The Board of Supervisors shall appoint each Panel Member.

2. The Panel shall be comprised of nine Fairfax County residents with expertise and experience relevant to the Panel's responsibilities. At least one Panel Member shall have prior law enforcement experience other than as a member of the FCPD or the FCSO.

3. The Board of Supervisors shall endeavor to create an independent and fair body giving due consideration to the following factors, among others it may choose: community and civic involvement; diversity; law enforcement and/or criminal investigative experience;

[1] Certain terms used in these Bylaws are defined in the attached Exhibit A incorporated herein by this reference.

DRAFT

reputation in the community; geographical representation; and other factors designed to ensure a balanced Panel representative of Fairfax County.

4. No Panel Member may be a current employee of Fairfax County, a current or former member of the FCPD or the FCSO, have a relative (i.e., an immediate or extended family member) who is a member of the FCPD or FCSO, hold public office, or be a candidate for public office.

A. Terms of Service.

1. Panel Members shall be appointed for three year terms, except for the inaugural Panel (which shall have terms as described below) and may be appointed to no more than two consecutive terms.

2. Panel Member terms shall be staggered.

3. With respect to the inaugural Panel, three Panel Members shall be appointed for three-year terms, three Panel Members shall be appointed for two-year terms and three Panel Members shall be appointed to a one-year term.

4. The Panel Members of the inaugural Panel are eligible to be appointed to a second three-year term upon expiration of the Panel Member's initial term.

C. Resignations, Removals and Vacancies.

1. Panel Members serve at the pleasure of the Board of Supervisors.

2. The Chair shall notify the Board of Supervisors if a Panel Member is absent from three consecutive Panel meetings or is absent from five Panel meetings in any calendar year (unless the absence is for good reason as determined by the Chair).

3. Any Panel Member may resign from the Panel at any time by delivering written notice of termination to the Board of Supervisors with a copy to the Chair. The resignation will be effective upon receipt, unless an effective date of the resignation is specified in the notice.

4. The Board of Supervisors may appoint a new Panel Member for the unexpired Panel Member term resulting from a vacancy that occurs for any reason.

ARTICLE IV. CHAIR, VICE CHAIR, OTHER OFFICERS AND COMMITTEES

B. The Initial Chair and Vice-Chair.

The Board of Supervisors may choose to designate one of the Panel Members as the initial Chair. At a time agreed by the Panel Members, the Panel shall elect the initial Vice-Chair.

DRAFT

C. Succession; Annual Election of Officers; Vacancies.

1. Unless the Panel Members agree otherwise, the Vice-Chair shall succeed to the Chair position upon expiration of the Chair's term.

2. Panel Members shall elect the Vice-Chair and other officers (as determined by the Panel Members) who shall be responsible for those functions as assigned by the Panel and the Chair.

3. All Panel officers shall be elected at the first meeting of each calendar year. Terms of office for Panel Officers shall be for one year, effective March 1st of each calendar year.

4. No Panel Member may serve more than one, one year term as Chair.

5. If there is an officer vacancy, the Panel may elect a replacement officer at any time after the vacancy occurs to serve the balance of the unexpired term.

6. Before the election of any replacement officer, the Chair or Vice-Chair shall provide the Panel Members with at least two weeks written notice of the proposed election before the meeting at which the replacement is to be elected.

7. Election of Panel officers must take place in a meeting duly called as provided for in Article V.

D. Duties of the Chair and Vice-Chair.

1. The Chair shall:

(a) Preside over all Panel meetings at which the Chair is present;
(b) Act as a liaison between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;
(c) Serve as the Panel's official spokesperson;
(d) Oversee the preparation of the Panel's annual report described in Article IX.B;
(e) Perform any other duties as the Panel may delegate; and
(f) Delegate any of these duties to other Panel Members.

2. The Vice-Chair shall:

(a) Preside over Panel meetings in the absence of the Chair; and
(b) Perform any other responsibilities delegated by the Chair or requested by the Panel.
(c) Panel Committees.

DRAFT

The Panel may establish as many committees as the Panel deems necessary to perform the Panel's duties. All Panel committee meetings shall comply with the notice and other requirements of VFOIA.

ARTICLE V. QUORUM, VOTING AND MEETINGS

A. Quorum.

At any Panel meeting, the presence of five Panel Members shall constitute a quorum. Any Panel meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

B. Voting.

The vote of a majority of Panel Members present at a meeting with a quorum is necessary for the Panel to take an action. Notwithstanding the previous sentence, the affirmative vote of a majority of all Panel Members is required to approve Panel Findings or the Annual Report. All votes of Panel Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. All Panel Members who are present at a meeting, including the Chair, may vote at any meeting.

C. Meetings.

3. The Panel shall meet as often as necessary to conduct Panel business.

4. All Panel Meetings shall be conducted in accordance with VFOIA, and, except for closed sessions, all Panel Meetings shall be open to the public.

5. All Panel Meetings shall be preceded by a Panel Meeting Notice, and, except for emergency Panel Meetings, a Panel Meeting Notice shall be published at least three working days before the Panel Meeting. Notice, reasonable under the circumstances for emergency Panel Meetings, shall be given contemporaneously with the notice provided to Panel Members.

6. Panel Meeting Notices shall be:

   (a) provided to the Office of Public Affairs for posting at the Government Center and on the County Internet site, and
   (b) placed at a prominent public location by the Clerk of the Board of Supervisors.

7. All Panel Meetings shall be conducted in:

   (a) places that are accessible to persons with disabilities,
   (b) public buildings whenever practical; and

DRAFT

(c) accordance with Robert's Rules of Order, Newly Revised (except as otherwise provided by Virginia law or these Bylaws).

8. Except as specifically authorized by VFOIA, no Panel Meeting shall be conducted through telephonic, video, electronic, or other communication means where the Panel Members are not all physically assembled to discuss or transact public business.

9. At any Panel Meeting, at least one copy of the agenda and, unless exempt from disclosure under VFOIA, all materials furnished to Panel Members shall be made available for public inspection at the same time the documents are furnished to the Panel Members.

10. Any person may photograph, film, record, or otherwise reproduce any portion of a Panel Meeting required to be open, but no person broadcasting, photographing, filming, or recording any open Panel Meeting may interfere with any of the proceedings.

11. The Panel shall keep minutes of its Panel Meetings, and those minutes shall include:

    (a) the date, time, and location of each meeting;

    (b) the Panel Members present and absent;

    (c) a summary of the discussion on matters proposed, deliberated, or decided; and

    (d) a record of any votes taken.

12. The Panel meeting minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.

ARTICLE VI. PANEL AUTHORITY TO REVIEW INVESTIGATIONS AND REVIEW PROCEDURES

A. Scope of Panel Review Authority.

1. The Panel shall review Investigations to ensure their thoroughness, completeness, accuracy, objectivity, and impartiality where (1) the subject matter of an Investigation is an allegation of "abuse of authority" or "serious misconduct" by a FCPD officer, and (2) a Review Request is filed. The Panel shall not review:

    (a) alleged misconduct that is subject to the exclusive review by the Auditor;
    (b) any Complaint related to an incident that occurred before December 6, 2016;
    (c) an Initial Complaint that is filed more than one (1) year after the date of the incident that is the subject of the Investigation (unless the Panel determines that there is good cause to extend the filing deadline);
    (d) a Review Request filed more than sixty (60) days after the date of the notice sent to the complainant by the FCPD informing the complainant of the Investigation's

DRAFT

completion (unless the Panel determines that there is good cause to extend the filing deadline); or

(e) a Complaint concerning matters that are subject of a pending criminal proceeding, pending or anticipated civil proceeding (as evidenced by a Notice of Claim or filed complaint) or administrative proceeding until any such proceeding is completed (excluding appeals).

2. Where a Complaint alleges misconduct within both the Panel's scope of authority and the Auditor's scope of authority, the Panel and the Auditor shall each conduct a review of the Investigation within their requisite scope of authority. The Auditor and Chair shall coordinate the work of the Panel and Auditor to ensure efficient use of resources and avoid duplication of effort.

3. The Board of Supervisors shall resolve any conflict in the scope of authority between the Auditor and the Panel if the Auditor and the Panel are unable to resolve the conflict.

B. Definition of "abuse of authority" or "serious misconduct".

For purposes of determining the Panel's authority to review an Investigation, "abuse of authority" or "serious misconduct" by an FCPD police officer includes, but is not limited to:

(i) the use of abusive racial, ethnic or sexual language or gestures;
(ii) harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status or disability;
(iii) acting in a rude, careless, angry, retaliatory or threatening manner not necessary for self-defense;
(iv) reckless endangerment of detainee or person in custody;
(v) violation of laws or ordinances; or
(vi) other serious violations of Fairfax County or FCPD policies or procedures, including the FCPD Cannon of Ethics, that occur both on or off duty.

C. The Complaint.

1 Content and Filing of a Complaint.

(a) An Initial Complaint and a Review Request shall be in writing and shall be deemed filed when delivered to: [insert appropriate address and method of filing]

(b) A Complaint shall contain:

(i) identifying information for the person filing the Complaint;
(ii) a statement describing the reasons for the Review Request, unless the Complaint is an Initial Complaint;

DRAFT

(iii) the specific police behavior of concern;
(iv) a description of the incident in which the behavior occurred; and
(v) a list of the names, addresses and phone numbers of all witnesses to or persons with knowledge of the incident known by the complainant.

(c) The Panel shall immediately forward an Initial Complaint to the FCPD for investigation [insert the appropriate FCPD contact]. The FCPD shall complete its investigation and provide an Investigation Report to the Panel within sixty (60) days. The Panel may extend the 60-day period upon request of the Chief to protect an ongoing criminal or internal administrative investigation, or for other good cause, with notice to the complainant and the Board of Supervisors.

2. Initial Disposition Notice.

(a) The Panel shall conduct an initial review of each Review Request and may conduct the initial review as a committee of the whole or establish a subcommittee of at least three Panel Members (with rotating membership) to conduct the initial review.

(b) Within 30 days of Receipt of the Investigation Report, the Panel shall send an Initial Disposition Notice to the complainant with the Panel's determination of its authority to undertake a review of the subject Investigation.

(c) The Panel will determine if the Panel has authority to review the subject Investigation taking into account whether the underlying Complaint:

(i) is timely filed; or
(ii) is a Review Request of alleged misconduct that is subject to exclusive review of the Auditor.

(d) If the Panel determines that the Panel does not have authority to review the subject Investigation, the Initial Disposition Notice shall state the reasons for the Panel's decision.

(e) Where the Panel finds that a review of the subject Investigation is warranted, the Initial Disposition Notice shall include a description of the review process, a deadline for completion of the review, and a date for the Panel Review Meeting.

(f) If the underlying Complaint alleges police misconduct that requires the Auditor's review, the Panel shall (i) promptly forward the matter to the Auditor and (ii) send an Initial Disposition Notice to the complainant explaining the reasons for the referral.

E. Pending Proceedings.

DRAFT

1. If at any point in the review process the Panel learns that the matters of a Review Request are the subject of pending criminal proceeding, pending or anticipated civil proceeding (as evidenced by a Notice of Claim or filed complaint) or administrative proceeding (except appeals), the Panel shall:

   (a) suspend its review;
   (b) defer the review pending resolution of the criminal, civil or administrative proceeding;
   (c) notify the complainant and the Board of Supervisors, in writing, of any deferrals; and
   (d) track any deferred matter and notify the complainant and the Board of Supervisors once the proceedings are closed and the request for review may proceed.

2. The panel may request assistance of Counsel, the Auditor, the Chief, or the County Attorney in making its determination that matters of a Review Request are the subject of pending proceedings.

E. Panel Meetings to Review Investigations.

1. Additional Requirements for Panel Review Meetings.

In addition to the requirements for Panel Meetings generally set forth in Article V.C., Panel Review Meetings shall be conducted as follows:

(a) The Panel may convene a Panel Review Meeting to review an Investigation as to which a Review Request has been submitted within **sixty (60) days of Receipt of the Investigation Report.**

(b) The Panel Review Meeting Notice shall not only comply with Article V.C.4., but shall also include a statement inviting any person with information about the Investigation or the incident that is the subject of the Panel Review Meeting to submit the information in writing to the Chief or the Auditor.

(c) Notwithstanding Article V.C.4, Panel Review Meeting Notices shall be published and sent to Panel Members, the FCPD Internal Affairs Office, the County Attorney's Office, and the complainant at least fourteen (14) days before the Review Meeting.

(d) The Panel may conduct as many Panel Review Meetings as the Panel deems necessary to complete the requested review.

(e) The Panel shall not take sworn testimony or receive evidence.

(f) At a Panel Review Meeting, the complainant shall have the opportunity to state the reasons for filing the Review Request, and the Panel may ask questions of the complainant regarding those reasons. Persons who were not interviewed as part of the Investigation under review may, at the Panel's discretion, state the reasons why the FCPD should

DRAFT

consider their information, and the Panel may ask questions of those persons regarding those reasons. The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.

(g) At the request of the Panel, an FCPD representative knowledgeable of the Investigation under review shall appear before the Panel at a Panel Review Meeting (as determined by the Panel) to review and answer questions from the Panel about the Investigation, including all findings of fact, evidence collected and received, witness statements and action taken or not.

(h) At the Panel's discretion, it may request further investigation by the FCPD, and the FCPD shall, within a reasonable time, conduct further investigation and provide to the Panel a supplemental report that details the findings of the additional investigation.

(i) Translation services will be provided for a complainant or other person that needs translation assistance to present to the Panel or respond to questions from Panel Members.

2. Closed Sessions, and Confidential Matters During Panel Review Meetings.

(a) The Panel may conduct portions of any Panel Meeting (including Panel Review Meetings) in closed session, so long as the purpose for and conduct of the closed session is consistent with VFOIA.

(b) Any statement made by a FCPD police officer to the FCPD that the FCPD required under the provisions of Garrity v. New Jersey, 385 U.S. 493 (1967), shall not be disclosed in public. The Panel shall have confidential access to the entire statement for its review. Unless the FCPD officer consents to the public release of the entire statement given during an Investigation, the FCPD representative(s) presenting information to the Panel on a Complaint may publicly state only that the officer admitted or denied the allegation.

(c) Panel Members shall not reveal the identity of (i) any juvenile, or (ii) victim of sexual assault (unless authorized to do so by the victim in writing).

(d) Each Panel Member who reviews a FCPD officer's personnel record or a FCPD internal administrative investigative case file shall sign a Notice of Confidentiality affirming that the file and case record is a personnel record that shall not be disclosed to anyone or copied.

(e) If information subject to the Panel's review concerns an identifiable juvenile, the requested information shall first be forwarded to the County Attorney's Office for possible redaction in conformance with Code of Virginia §16.1-301, as amended.

F. Disposition of Review Requests.

DRAFT

1. Timely Completion.

(a) The Panel shall complete the review of an Investigation and issue a public written report detailing the Panel Findings (defined below) **within ninety (90) days of Receipt of the Investigation Report.**

(b) The Panel may extend the deadline for completion for good cause. The Chair shall report all deadline extensions (and the reason for the extension) to the Board of Supervisors. The Panel shall send written notice to the complainant, if the deadline for completion is extended. The notice shall include an approximate date for completion.

2. Panel Findings.

(a) Upon completing a requested Investigation review, the Panel may reach one of the following Panel Findings:

(i) Concur with the findings and determination detailed in the Investigation Report;
(ii) Advise the Board of Supervisors that the findings are not supported by the information reasonably available to the FCPD and recommend further review and consideration by the Chief; or
(iii) Advise the Board of Supervisors that, in the Panel's judgment, the Investigation is incomplete and recommend additional investigation.

(b) If the Panel Finding is either (ii) or (iii) above, the Board of Supervisors may direct the Chief to take further action as the Board of Supervisors deems appropriate.

(c) A majority of the appointed Panel Members must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel.

(d) The Chair may assign to one or more Panel Members concurring in the conclusions of the Panel Findings the responsibility for drafting the Panel's final review report that shall be sent to the complainant, the Board of Supervisors, the Chief and the Auditor.

ARTICLE VII. RECOMMENDATIONS FOR REVISIONS TO FCPD POLICIES, TRAINING AND PRACTICES

A. Review of Law Enforcement Policies and Practices.

1. Based on the Panel's review of Investigations, the Panel may recommend to the Chief and the Board of Supervisors revisions to FCPD policies and practices that the Panel concludes are needed.

DRAFT

2. The Panel may conduct Public Comment Meetings to assist the Panel in making recommendations for policy and practice changes to the Chief and the Board of Supervisors.

B. Meetings with the Auditor.

The Panel may meet periodically with the Auditor concerning the findings and recommendations of the Auditor as to use of force cases so that the Panel can provide the Panel's view to the Board of Supervisors and the Chief as to changes in policies and practices that may be warranted.

ARTICLE VIII. OTHER DUTIES OF PANEL MEMBERS

A. Training.

All Panel Members shall complete all training mandated by the Board of Supervisors, which may include police ride alongs. The Panel shall determine the calendar for the presentation and completion of the required training. The Panel shall conduct other training as it determines would be helpful.

B. Confidentiality.

Each Panel Member shall maintain the confidentiality of all confidential or privileged information that Panel Members receive during service on the Panel.

C. Conflicts of Interest.

Panel Members shall avoid conflicts of interest with the provisions of Chapter 31 – State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100, *et seq.* A Panel Member shall consult with counsel to the Panel if the Panel Member believes that the Panel Member has or may have a conflict of interest with respect to a matter that the Panel will consider. A Panel Member with a conflict of interest shall not participate in or vote on the matter.

D. Communications.

1. Only the Chair or the Chair's designee shall make public statements on behalf of the Panel. The primary means for the Panel to communicate to the public shall be the Panel's written reports that are approved by a majority of the Panel Members.

2. Except as expressly authorized by the Chair in furtherance of a Panel Member's duties, Panel Members shall make diligent efforts to avoid individual discussion of a matter before the Panel with any person with an interest in the matter, including but not limited to a complainant, a witness to events giving rise to a complaint, or an FCPD officer that is the

DRAFT

subject of a Complaint. The Panel Member shall inform the Chair if any interested party communication occurs and provide the Chair with any information about the communication that the Chair requests.

ARTICLE IX. RECORDKEEPING; ANNUAL REPORT

A. Recordkeeping.

1. All Panel meetings, including Panel Review Meetings and Public Comment Meetings, but excluding closed sessions within a Panel Meeting, shall be recorded and records maintained in accordance with the Library of Virginia Records Retention and Disposition Schedule.

2. The Auditor shall maintain a copy of all Complaints together with the reports detailing the disposition of each Complaint.

B. The Annual Report.

1. The Panel shall prepare the Annual Report describing its activities for the reporting year, including any recommendations to the Board of Supervisors, Auditor, and the Chief for revisions to FCPD policies, training, and practices that the Panel concludes are needed.

2. The Annual Report must be approved by a majority of the appointed Panel Members before the Annual Report is released publicly.

3. The Panel shall deliver the Annual Report to the Board of Supervisors through the Auditor and the Chair of the Board's Public Safety Committee. The Annual Report shall then be released to the public.

4. The initial Annual Report of the Panel shall be due on March 31, 2018. Subsequent Annual Reports shall be published in accordance with this section no later than March 1st of each year.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY; CONFLICTS OF LAW AND POLICY; PANEL IMMUNITY

A. Compliance with Law and County Policy.

The Panel and each Panel Member shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 through -3131, as amended, all County ordinances, the Panel Code of Ethics and with all County policies concerning the activities of its boards, authorities, and commissions.

DRAFT

B. Conflicts of law and policy.

These Bylaws are not intended to conflict with Laws. To the extent there is a conflict between any Law and these Bylaws, the Law shall govern.

C. Panel Immunity.

Panel Members shall enjoy the protection of sovereign immunity to the extent allowed and provided under Virginia law whether common law or statutory, including, but not limited to, the Virginia State Government Volunteers Act, Virginia Code §§ 2.2-3600, *et seq.,* and the provisions of Virginia Code § 15.2-1405.

ARTICLE XI. DUTIES OF THE COUNTY EXECUTIVE AND THE AUDITOR; BOARD OF SUPERVISORS

A. The County Executive.

1. The County Executive shall cause the attendance of any County employee, other than the involved officer(s), at any Panel meeting whose appearance is requested by the Panel, unless the required attendance violates a statutory or constitutional right of the employee.

2. The County Executive shall cause the submission (from any County agency including the FCPD) of any relevant documents or other relevant materials requested by the Panel, including the full FCPD internal administrative investigative case file, unless legal privilege to withhold exists and is not waived.

B. The Auditor.

The staff of the Office of the Auditor shall provide administrative support for the Panel.

C. The Board of Supervisors.

1. The Board of Supervisors may conduct a review of the Panel at any time, except that the initial review shall be conducted within six months of receipt of the Panel's first annual report.

2. The Board of Supervisors shall ensure the Panel and Panel Members, as necessary, have the benefit of legal counsel.

ARTICLE XII. EFFECTIVE DATE OF THE BYLAWS; AMENDMENT OF THE BYLAWS

A. Effective Date of the Bylaws.

The Bylaws shall become effective upon approval by the Board of Supervisors.

DRAFT

B. Amendment of the Bylaws.

These Bylaws may be amended by the Panel by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to the Bylaws shall become effective upon approval of the Board of Supervisors.

DRAFT

Exhibit A

DEFINED TERMS

The following terms used in these Bylaws of the Fairfax County Police Civilian Review Panel mean the following:

Abuse of Authority has the meaning assigned to the term in Article VI.B.

Annual Report means the written annual report the Panel shall deliver to the Board of Supervisors as described in Article IX.B.1.

Auditor means the Fairfax County Independent Police Auditor.

Board of Supervisors means the Board of Supervisors of Fairfax County.

Bylaws means the Bylaws of the Fairfax County Police Civilian Review Board.

Chief means the FCPD Chief of Police.

Complaint means collectively, unless the context otherwise indicates, an Initial Complaint and a Review Request.

Counsel means the legal counsel that the Board of Supervisors designates to support the Panel.

FCPD means the Fairfax County Police Department.

FCSO means the Fairfax County Sheriff's Office.

Initial Complaint means a complaint from any person about the FCPD or its officers that has been first submitted to the Panel and not the FCPD.

Initial Disposition Notice means the notice that the Panel sends to a complainant detailing the Panel's disposition of the Review Request after the initial review described in Article VI.C.2.

Investigation(s) means a FCPD internal administrative investigation.

Investigation Report means the completed written FCPD report setting forth the findings of the Investigation.

Laws means collectively any Virginia or Fairfax County law, ordinance, regulation, resolution, or other Fairfax County policy duly authorized by the Board of Supervisors.

DRAFT

Meeting(s) has the meaning assigned to the term in VFOIA and includes work sessions, when sitting physically, or through telephonic or video equipment, as defined in VFOIA, as a body or entity, or as an informal assemblage of (i) as many as three Panel Members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Panel means the Fairfax County Police Civilian Review Panel.

Panel Findings means those conclusions that the Panel can adopt in response to a Review Request that are delineated in ArticleVI.F.2(a).

Panel Meeting means a meeting of the Panel.

Panel Meeting Notice means the written notice stating the date, time, and location of a Panel Meeting.

Panel Member(s) means each of the persons that the Board of Supervisors appoints to the Panel.

Panel Review Meeting means a Panel Meeting where a Review Request is reviewed by the Panel, including a Panel Meeting where a complainant or FCPD representative is present to discuss an Investigation.

Panel Review Meeting Notice means the Panel Meeting Notice for a Panel Review Meeting.

Public Comment Meeting(s) means a Panel Meeting open to the public conducted on issues within the Panel's jurisdiction and on law enforcement policies and practices where the public is invited to comment on such issues and policies and practices.

Receipt of the Investigation Report is deemed to occur at the first Panel meeting subsequent to FCPD making an Investigation Report available to the Panel in response to a Review Request.

Review Request means a person's request for the Panel to review an Investigation.

Serious Misconduct has the meaning assigned to the term in Article VI.B.

VFOIA means the Virginia Freedom of Information Act, as amended from time to time.

DRAFT

Board Agenda Item
July 11, 2017

10:10 a.m.

Matters Presented by Board Members

Board Agenda Item
July 11, 2017

11:00 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. *Harrison Neal v. Fairfax County Police Department and Colonel Edwin C. Roessler Jr.*, Record No. 170247 (Va. Sup. Ct.)

2. *Vincent Dennis Randazzo, Administrator of the Estate of Michael Vincent Randazzo, Deceased v. Sandra Mauldin*, Case No. CL-2016-0009634 (Fx. Co. Cir. Ct.)

3. *Justin C. Cuffee v. Fairfax County*, Case No. 1:16-cv-584 (E.D. Va.)

4. *Glennon William Betts, by GEICO, subrogee v. Anthony Lovon Newman and Fairfax County*, Case No. GV17-009964 (Fx. Co. Gen. Dist. Ct.)

5. *Eileen M. McLane, Fairfax County Zoning Administrator v. Harry F. Kendall, III, and Laura P. Kendall*, Case No. CL-2008-0003244 (Fx. Co. Cir. Ct.) (Braddock District)

6. *Board of Supervisors of Fairfax County and James W. Patteson, Director of the Fairfax County Department of Public Works and Environmental Services v. Nirmaladevi Jayanthan and Jayanthan Balasubram, a/k/a Balasubram Jayanthan, Jayanthan Bala, Bala Jayanthan, and Jay Bala*, Case No. CL-2015-0008179 (Fx. Co. Cir. Ct.) (Dranesville District)

7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County v. Richard P. Deeds, Jr., and Nicole Prete Deeds*, Case No. CL-2017-0008488 (Fx. Co. Cir. Ct.) (Hunter Mill District)

8. *I.G.S. Limited Liability Company v. Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, CESC Commerce Executive Park L.L.C., and The Commerce Executive Park Association of Co-Owners*, Case No. CL-2017-0000197 (Fx. Co. Cir. Ct.) (Hunter Mill District)

9. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sherman E. Phillip*, Case No. CL-2017-0007996 (Fx. Co. Cir. Ct.) (Lee District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Pablo Garcia and Norka Garcia*, Case No. GV17-011996 (Fx. Co. Gen. Dist. Ct.) (Mason District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tunc Aydogdu*, Case No. GV17-008407 (Fx. Co. Gen. Dist. Ct.) (Mason District)

12. In re: May 3, 2017, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Case No. CL-2017-0007913 (Fx. Co. Cir. Ct.) (Springfield District)

\\s17prolawpgc01\documents\81218\nmo\917917.doc

Board Agenda Item
July 11, 2017

3:30 p.m. -

Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 5 (Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial Interest)

ISSUE:
Public hearing to consider amendments to *The Code of the County of Fairfax*, Chapter 3, Article 5, Section 3-5-2.1.

RECOMMENDATION:
The County Executive recommends that the Board authorize the adoption of these amendments.

TIMING:
On June 6, 2017, the Board authorized advertisement of a public hearing to consider this matter on July 11, 2017 at 3:30 p.m.

BACKGROUND:
The General Assembly amended the Virginia State and Local Government Conflict of Interests Act (the "Act") in the 2014, 2015, and 2016 sessions. As a result, in order to incorporate such amendments into the County Code, the Board adopted a revised Financial Disclosures Ordinance on April 26, 2016. By Ordinance, members of certain Boards, Authorities, and Commissions and employees in certain county job classifications are required to file a Statement of Economic Interests.

In its most recent session, the General Assembly again amended the Act, and the Governor signed the legislation into law on April 26, 2017. The amendments require the Board to amend the County Ordinance again. Currently, the Ordinance requires the BAC members and employees who are designated to file a Statement of Economic Interests to file the Statement within 21 days of formal notification by the Clerk to the Board. Chapters 829 and 832 of the 2017 Acts of Assembly amend the Act to require designated filers to file on or before the date the office or position of employment is assumed. The specific language of the 2017 amendments that is relevant to the proposed ordinance amendment states:

§ 2.2-3118.2. Disclosure form; filing requirements.

A. An officer or employee required to file an annual disclosure on or before February 1 pursuant to this article shall disclose his personal interests and other information as required on the form prescribed by the Council for the preceding calendar year complete through December 31. An officer or employee required to file a disclosure as a

condition to assuming office or employment shall file such disclosure on or before the day such office or position of employment is assumed and disclose his personal interests and other information as required on the form prescribed by the Council for the preceding 12-month period complete through the last day of the month immediately preceding the month in which the office or position of employment is assumed; however, any officer or employee who assumes office or a position of employment in January shall be required to only file an annual disclosure on or before February 1 for the preceding calendar year complete through December 31.

B. When the deadline for filing any disclosure pursuant to this article falls on a Saturday, Sunday, or legal holiday, the deadline for filing shall be the next day that is not a Saturday, Sunday, or legal holiday.

Procedural Memorandum

The ordinance authorizes and directs the County Executive to issue procedural memoranda governing the administration of the filing of the Statement of Economic Interests form, as well as financial disclosure forms identified in Va. Code 2.2-3118 and real estate disclosure forms required under Va. Code 2.2-3115(G). Upon final action by the Board, staff will prepare such a procedural memorandum for consideration by the County Executive.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Amendments to *The Code of the County of Fairfax*, Chapter 3, Article 5, Section 3-5-2.1

STAFF:

Catherine Spage, Director, Department of Human Resources (DHR)
Catherine A. Chianese, Assistant County Executive and Clerk to the Board of Supervisors

ASSIGNED COUNSEL:

Daniel Robinson, Assistant County Attorney

AN ORDINANCE AMENDING
ARTICLE 5 OF CHAPTER 3 OF THE FAIRFAX COUNTY CODE, RELATING TO FINANCIAL DISCLOSURES

Draft of May 16, 2017

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 3-5-2.1 relating to financial disclosures.

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

1. That Section 3-5-2.1 is amended and readopted as follows:

Article 5. – Financial Disclosures.

Section 3-5-2.1. Disclosures of financial interest.

(a) As a condition to assuming or holding office or employment, members appointed by the Board of Supervisors to the following entities shall file a disclosure statement of their personal interests and other information as is specified in the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law: (1) the Planning Commission, (2) the Board of Zoning Appeals, (3) the Fairfax County Economic Development Authority, (4) the Fairfax County Industrial Development Authority, (5) the Fairfax County Library Board, (6) the Fairfax County Employees' Retirement System Board of Trustees, (7) the Fairfax County Police Officers Retirement System Board of Trustees, (8) the Fairfax County Uniformed Retirement System Board of Trustees, (9) the Fairfax County Park Authority, (10) the Fairfax County Redevelopment and Housing Authority, (11) the Fairfax County Water Authority, (12) the Mosaic District Community Development Authority, (13) the Fairfax County Wetlands Board, and (14) the Upper Occoquan Sewage Authority.

No person described in this subsection shall enter office and participate or vote as a member of any board, authority, or commission until a completed disclosure form, as required by this subsection, has been filed with the Clerk for the Board of Supervisors. For purposes of this subsection, the word "appointment" shall include any person who is appointed directly by the Board of Supervisors or any person whose appointment is confirmed after being elected, nominated, or recommended by any community group or group of employees for any of the boards, authorities, and commissions listed above.

(b) As a condition to assuming or holding office or employment, the following persons shall file a disclosure statement of their personal interests and other information as is specified on the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law: the County Executive, all Deputy County Executives, the Assistant County Executive, the County Attorney and all deputy, senior assistant, and assistant county attorneys, all County Department heads, and County employees who hold positions classified at or above the following pay grades: S-32, P-27, F-29, and O-28, except

psychiatrists who are employed as such by the Fairfax-Falls Church Community Services Board.

(c) As a condition to assuming or holding employment, the following employees also shall file a disclosure statement of their personal interests and other information as is specified on the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law:

(1) Health Department: Public Health Laboratory Director.

(2) Department of Finance: The Insurance Manager.

(3) Department of Transportation: All Transportation Planners V; all Engineers V.

(4) Retirement Administration Agency: All Senior Investment Managers.

(d) The individuals listed in subsections (a), (b) and (c) shall file a completed disclosure form, as required by subsections (a), (b) and (c), with the Clerk for the Board of Supervisors on or before the day such office or position of employment is assumed.

(e) The County Executive is hereby authorized and directed to issue procedural memoranda governing the administration of the filing of the Statement of Economic Interests forms identified in *Virginia Code* § 2.2-3117, the financial disclosure forms identified in *Virginia Code* § 2.2-3118, and the real estate disclosure forms required under *Virginia Code* § 2.2-3115(G). The procedural memoranda shall address the filing of such forms by any individual required to file by this Article, by designation by the Board of Supervisors or by state law.

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 this ordinance is effective upon adoption.

GIVEN under my hand this _____ day of _____, 2017

_____

Clerk for the Board of Supervisors

Board Agenda Item
July 11, 2017

To Be Deferred to 10/24/17 at 3:30 p.m.

3:30 p.m.

Public Hearing on PCA 2011-PR-011-02 (Cityline Partners, LLC) to Amend the Proffers and Conditions for RZ 2011-PR-011 Previously Approved for Mixed Use Development to Permit Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 4.57, Located on Approximately 6.21 Acres of Land Zoned PTC and HC (Providence District)

This property is located SouthEast quadrant of the intersection of Colshire Drive and Dolley Madison Boulevard. Tax Map 30-3 ((01)) 6D, 6E and 30-3 ((28)) 4B (pt.) 4D, 4E (pt.)

PLANNING COMMISSION RECOMMENDATION:
On Thursday, January 26, 2017, the Planning Commission voted 10-0-2 (Commissioners Hart and Strandlie abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 2011-PR-011-02, subject to the execution of proffers consistent with those contained in Appendix 1 of the Staff Report dated November 14, 2016; and

- Reaffirmation of all previously-approved waivers and modifications.

In a related action, on Thursday, January 26, 2017, the Planning Commission voted 10-0-2 (Commissioners Hart and Strandlie abstained from the vote) to approve FDP 2011-PR-011-04, subject to the Development Conditions contained in Appendix 2 of the Staff Report, dated November 22, 2016, and subject to the Board of Supervisors' approval of PCA 2011-PR-011-02.

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)
Stephen Gardner, Planner, DPZ

Board Agenda Item
July 11, 2017

3:30 p.m.

Public Hearing on PCA 2006-SU-025-03/CDPA 2006-SU-025-02 (Regency Centers Acquisition, LLC/Toll VA VII, L.P., Co-Applicants) to Amend the Proffers and Conceptual Development Plan for RZ 2006-SU-025 Previously Approved for Mixed-Use Development to Permit Approximately 650,000 Square Feet of Retail/Commercial/Residential Uses and Associated Modifications to Proffers and Site Design, Located on Approximately 36.78 Acres of Land Zoned PDC and WS (Sully District)

This property is located North of the Eastern Intersection of Westfields Boulevard and Newbrook Drive in the NorthEast Quadrant of the Route 28/Westfield Boulevard interchange, Chantilly, 20151. Tax Map 44-1 ((1)) 6 (pt).

PLANNING COMMISSION RECOMMENDATION:
On June 22, 2017, the Planning Commission voted 12-0 to recommend the following action to the Board of Supervisors:

- Approval of PCA 2006-SU-025-03, subject to the proffers dated June 5, 2017, and subject to CDPA 2006-SU-025-02;

- Approval of a waiver of Paragraph 5 of Section 6-206 of the Zoning Ordinance: i) to permit the gross floor area of dwellings as a secondary use to exceed 50 percent of the gross floor area of the principal use in the development; and ii) to permit the gross floor area of secondary uses, other than residential, to exceed 25 percent of the gross floor area of all principal uses in the development;

- Approval of a modification of Paragraph 2 of Section 6-207 of the Zoning Ordinance, which would require a 200-square foot privacy yard for each single family attached dwelling, in favor of rooftop terraces and decks ranging in size from 180 sq. ft. to 500 sq. ft. and the provision of community open space areas, as shown on the CDPA/FDPA;

- Approval of a modification of Paragraph 10 of Section 11-102 of the Zoning Ordinance to permit driveway parking in front of garage access for multifamily buildings, in consideration of individual ownership and control of the spaces;

- Approval of a modification of Paragraph 2 of Section 2-506 of the Zoning Ordinance to allow a parapet wall, cornice, or similar projection to exceed the established height limit by more than three (3) feet as shown on CDPA/FDPA,

and to allow these projections to extend more than three feet above the roof level of a building, in favor of the elevations, as depicted in the CDPA/FDPA;

- Approval of a waiver of Paragraph 4 of Section 11-203 of the Zoning Ordinance requiring loading space for multifamily buildings, in lieu of garage and driveway parking;

- Approval of a modification of Section 13-303 of the Zoning Ordinance regarding Transitional Screening requirements between residential and retail uses, in favor of the landscape plantings and site design, as depicted in the CDPA/FDPA; and

- Approval of a waiver of Section 13-304 of the Zoning Ordinance regarding Barrier requirements between residential and retail uses, in favor of the landscape plantings and site design, as depicted in the CDPA/FDPA.

In a related action, on June 22, 2017, the Planning Commission voted 12-0 to approve FDPA 2006-SU-025-03, subject to the Development Conditions dated June 7, 2017, and subject to the Board of Supervisors' approval of PCA 2006-SU-025-03.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Joe Gorney, Planner, DPZ

Board Agenda Item
July 11, 2017

3:30 p.m.

Public Hearing on SE 2017-MA-005 (Fairfax County Board of Supervisors) to Permit a Fairfax County Community Shelter and Supportive Housing and Waivers/Modifications in the CRD, Located on Approximately 21,849 Square Feet of Land Zoned C-8, CRD and SC (Mason District)

This property is located at 5914 Seminary Road, Falls Church, 22041. Tax Map 61-2 ((20)) 7.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 29, 2017, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2017-MA-005, subject to the proposed development conditions dated June 27, 2017;
- Approval of a deviation from the tree preservation target, in favor of the proposed landscape plan depicted on the Special Exception Plat;
- Approval of a waiver of the peripheral parking lot landscaping in favor of that shown on the Special Exception Plat; and
- That staff from the Office to Prevent and End Homelessness be directed to work with the Mason District Supervisor's office and the Bailey's Community Shelter to create a formal community advisory committee consisting of local community residents and business owners to serve as liaisons between the shelter staff and the community, and to serve as advisors on community concerns.

In a related action, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to concur with staff's determination for application 2232-M17-10 that the proposal to construct a new facility for the Bailey's Crossroads Community Shelter and supportive housing at 5914 Seminary Road, Falls Church, Virginia, is substantially in accord with the recommendations of the adopted Comprehensive Plan and should be considered a feature shown, pursuant to Virginia Code Section 15.2-2232, as amended.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Sharon Williams, Planner, DPZ

Board Agenda Item
July 11, 2017

3:30 p.m.

Public Hearing on PCA 2012-SU-010 (NVHI I, LLC and Chantilly AL Investors, LLC) to Amend the Proffers for RZ 2012-SU-010 Previously Approved for Age-Restricted Multi-Family residential and Medical Care Facility to Permit Age-Restricted Multi-Family Residential and Medical Care Facility and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.67, Located on Approximately 8.36 Acres of Land Zoned PRM (Sully District)

This property is located on the West side of Centreville Road approximately 150 feet North of its intersection with McLearen Road. Tax Map 24-4 ((1)) 11C and 11D.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 29, 2017, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 2012-SU-010, subject to proffers dated May 4, 2017;
- Approval of a reaffirmation of a previously approved waiver of Paragraph 6 of Section 6-406 of the Zoning Ordinance to allow a secondary permitted use to comprise more than 50 percent of the total gross floor area of a proposed PRM District where the maximum allowed is 50 percent;
- Approval of a reaffirmation of a previously approved modification of the PFM requirements at the time of site plan approval to locate underground stormwater management facilities in a residential area (PFM Section 6-0303.8), subject to the waiver conditions contained in Attachment A of the development conditions (Waiver #9329-WPFM-001-1); and
- Approval of a reaffirmation of a previously approved modification of the PFM requirements for Tree Preservation Target Area at the time of site plan approval to allow 25,125 square feet in lieu of the 27,824 square feet required, subject to the CDP/FDP and as conditioned.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kelly Atkinson, Planner, DPZ

Board Agenda Item
July 11, 2017

4:00 p.m.

Public Hearing to Consider Parking Restrictions on Pennell Street (Providence District)

ISSUE:
Public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Pennell Street in the Providence District.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Chapter 82 of the Fairfax County Code from parking on Pennell Street, from Williams Drive to the end, from 7:00 p.m. to 7:00 a.m., seven days per week.

TIMING:
The public hearing was authorized on June 6, 2017, for July 11, 2017, at 4:00 p.m.

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

Representatives of various property owners of land along Pennell Street contacted the Providence District office requesting a parking restriction on Pennell Street from 7:00 p.m. to 7:00 a.m., seven days a week.

This area has been reviewed on several occasions over a period of time in excess of 30 days. Staff has verified that long term parking is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff is recommending a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along Pennell Street, from Williams Drive to the end, from 7:00 p.m. to 7:00 a.m., seven days per week.

FISCAL IMPACT:
The cost of sign installation is estimated at $150 to be paid from Fairfax County Department of Transportation funds.

Board Agenda Item
July 11, 2017

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

STAFF:
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

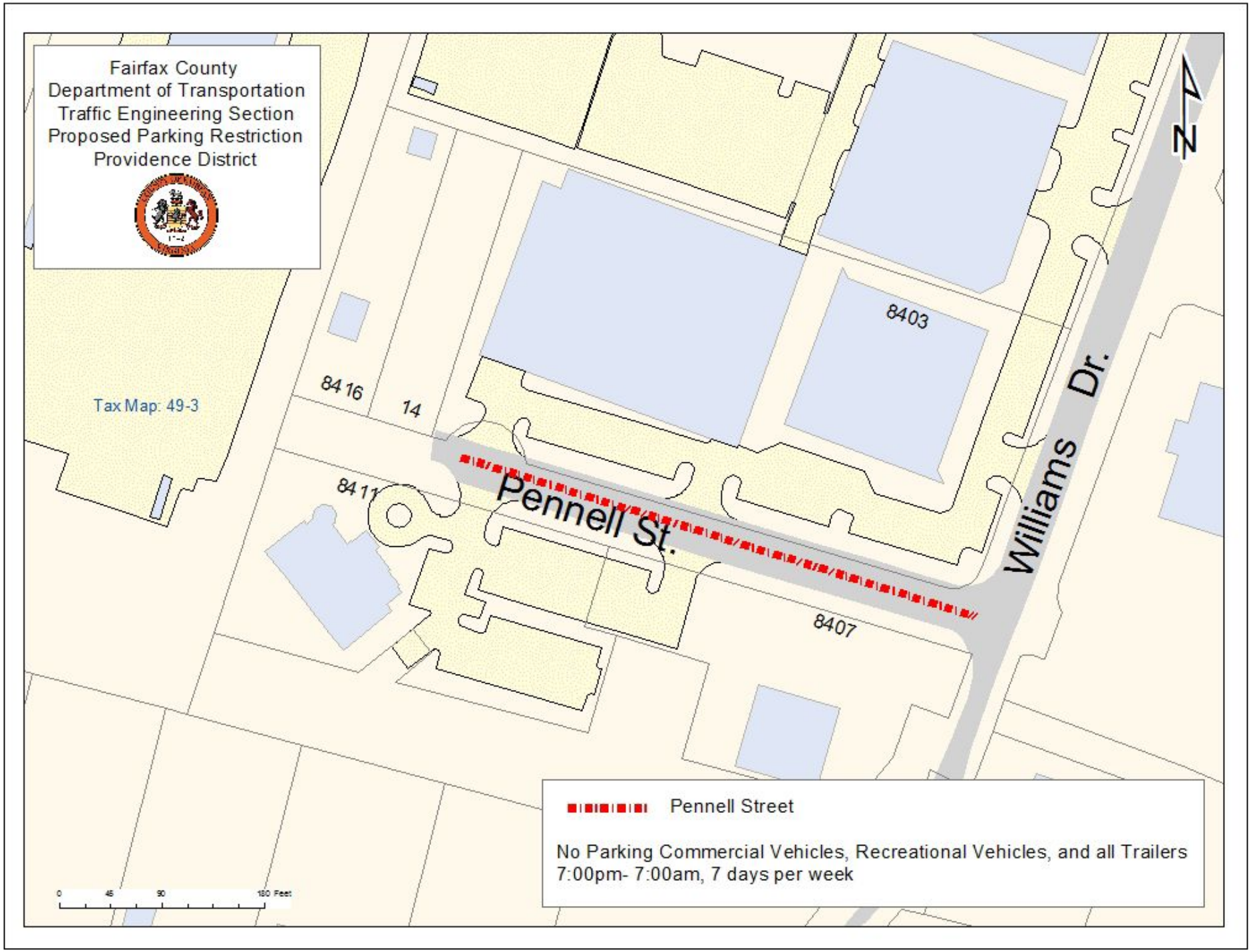
Attachment I

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

Pennell Street (Route 6485).
Commercial vehicles, recreational vehicles, and trailers as defined in Chapter 82 of the Fairfax County Code shall be restricted from parking on Pennell Street, from Williams Drive to the end, from 7:00 p.m. to 7:00 a.m., seven days per week.


Fairfax County
Department of Transportation
Traffic Engineering Section
Proposed Parking Restriction
Providence District
Tax Map: 49-3
8416
14
8411
8403
8407
Pennell St.
Williams Dr.
N
0
45
90
180 Feet
Pennell Street
No Parking Commercial Vehicles, Recreational Vehicles, and all Trailers
7:00pm- 7:00am, 7 days per week

Board Agenda Item
July 11, 2017

4:00 p.m.

Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 Relating to Election Precincts and Polling Places, and to Relocate, Divide, Consolidate, or Establish Precincts and Polling Places (Dranesville, Mount Vernon, Providence, Springfield, and Sully Districts)

ISSUE:
Public Hearing to consider an ordinance that proposes to amend and readopt Fairfax County Code Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 relating to Election Precincts and Polling Places to:

1) change the name and address of the polling location for Chesterbrook precinct;
2) consolidate Lorton Center precinct into the southern portion of Belvoir precinct, establish a new polling location for the Belvoir precinct, and create a new precinct, Army, from the northern portion of Belvoir precinct;
3) divide Merrifield precinct to add a new precinct, Gallows East, and establish its polling place;
4) move and correct a boundary between Rotonda and Tysons precincts;
5) combine Newgate North and Newgate South precincts;
6) move the polling location for Fair Oaks precinct; and
7) change the name of the polling location for Centreville precinct.

RECOMMENDATION:
The County Executive recommends adoption of the proposed ordinance.

TIMING:
On June 6, 2017, the Board authorized a public hearing to be held on July 11, 2017, at 4:00 p.m. to consider this ordinance. Board action on July 11, 2017, is necessary to provide sufficient time to notify voters of the changes in advance of the Special Election currently expected to be held on August 29, 2017, to fill a vacancy on the School Board.

BACKGROUND:
Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change precinct boundaries and polling place locations subject to the requirements of Virginia Code Sections 24.2-305, 24.2-307, 24.2-310 and 24.2-310.1. All registered voters who are affected by a change

in their precinct or polling location will be mailed a notice in advance of the November 7, 2017, General and Special Elections.

1) In Dranesville District, staff recommends changing the name and address of the polling place for Chesterbrook precinct from Vinson Hall, 6251 Old Dominion Drive to Vinson Hall Community Room, 1735 Kirby Road. This change will alleviate voter confusion by providing a more accurate name and address for the Community Room at Vinson Hall.

2) In Mount Vernon District, staff recommends that Lorton Center precinct be combined with the southern portion of Belvoir precinct and that the polling place for the new consolidated Belvoir precinct be established at the Newington DVS Facility, 6900 Newington Road, Lorton. Staff further recommends that the northern portion of Belvoir precinct, approximately 750 voters, be renamed "Army" and that they continue to vote at the Kingstowne Library, 6500 Landsdowne Center, Alexandria. This change is recommended because (a) Grace Bible Church has given notice that they can no longer accommodate the polling location for Lorton Center precinct; (b) the Belvoir precinct currently is divided between the 36th and 39th Virginia Senate Districts. This division requires the precinct to provide two separate ballots, creating confusion for voters. Since Lorton Center and the southern portion of Belvoir are both part of the 36th Senate District, the consolidated precinct will have a single ballot for the voters and a larger accessible polling place at the Newington DVS Facility; (c) the 39th District portion of Belvoir precinct with approximately 750 voters will also have a single ballot; and (d) the change removes approximately 1,200 voters from the Kingstowne Library which is a small facility with limited parking.

3) In Providence District, staff recommends dividing the Merrifield precinct which has grown to over 6,700 registered voters. This proposal will create a new precinct of approximately 2,500 voters to be named “Gallows East” and establish its polling location at Gatehouse Administration Center located at 8115 Gatehouse Road, Falls Church. The 3,500 voters remaining in the Merrifield precinct will continue to vote at Jackson Middle School, 3020 Gallows Road, Falls Church.

4) In Providence District, staff recommends adjusting and correcting the boundary between Tysons and Rotonda precincts to move 77 voters from Rotonda into Tysons. The polling locations for both Tysons and Rotonda precincts will remain the same.

5) In Springfield District, staff recommends combining Newgate North and Newgate South precincts to conserve resources. The consolidated precinct will retain the name “Newgate” and the polling place will remain at Centreville High School, 6011 Union Mill Road, Clifton.

6) In Springfield District, staff recommends moving the polling location for Fair Oaks precinct. The proposal will move Fair Oaks precinct to the Virginia Department of Transportation Building, 4975 Alliance Drive, Fairfax. This move is necessary because the current location, Expectation Church Recreation Center, has been sold and will be demolished.

7) In Sully District, staff recommends changing the name of the polling location for Centreville precinct from Centreville Adult Education Center to Mountain View High School to match the current name of the building.

The Electoral Board voted unanimously to support these proposed changes at its April 20, 2017, meeting.

FISCAL IMPACT:
Insignificant. Funding for precinct and polling place change notifications is provided in the agency's FY 2018 Adopted Budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code Pertaining to Election Precincts and Polling Places
Attachment 2 – Summary of Proposed Changes
Attachment 3 – Descriptions and Maps of Proposed Changes
Attachment 4 – Proposed Ordinance

STAFF:
Cameron Glenn Sasnett, Director of Elections
Martin R. Desjardins, Assistant County Attorney

§ 24.2-305. Composition of election districts and precincts.

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, state primary, or state secondary road system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

(1986, c. 593, § 24.1-40.7; 1990, c. 500; 1992, c. 425; 1993, c. 641; 2001, c. 614.)

§ 24.2-307. Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within any election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

(Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. 515.)

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the electoral board to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The electoral board shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § 24.2-604, and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § 24.2-604. The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § 24.2-307 or 24.2-308 for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

(Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. 307; 2003, c. 1015; 2004, c. 25; 2005, c. 340; 2008, cc. 113, 394; 2010, cc. 639, 707; 2012, cc. 488, 759.)

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ 24.2-307, 24.2-308, and 24.2-310, including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

(1993, c. 904, § 24.1-37.1; 1993, c. 641.)

Attachment 2: Summary of Proposed Changes

JULY 2017 SUMMARY OF PRECINCT AND POLLING PLACE CHANGES

SUPERVISOR DISTRICT	OLD PRECINCT(S)	REGISTERED VOTERS*	OLD POLLING PLACE(S)	NEW PRECINCT(S)	PROJECTED REGISTERED VOTERS	NEW POLLING PLACE(S)	NOTES ON CHANGES
DRANESVILLE	302 CHESTERBROOK	2,769	Vinson Hall	302 CHESTERBROOK	2,769	Community Room at Vinson Hall	Change the name and address of the polling location.
MOUNT VERNON	619 BELVOIR 625 LORTON CENTER	2,292 2,351	Kingstowne Library Grace Bible Church	619 BELVOIR 630 ARMY	3,908 735	Newington DVS Facility Kingstowne Library	Consolidate Lorton Center with southern portion of Belvoir. Northern portion of Belvoir becomes a new precinct.
PROVIDENCE	721 MERRIFIELD	6,676	Luther Jackson Middle School	721 MERRIFIELD 723 GALLOWS EAST	4,267 2,409	Luther Jackson Middle School Gatehouse Administration Center	Create new precinct to reduce precinct size and allow for additional growth in the area.
PROVIDENCE	731 TYSONS 735 ROTONDA	3,211 1,432	Providence Committee Meeting Room Rotonda Condominiums Community Center	731 TYSONS 735 ROTONDA	3,288 1,355	Providence Committee Meeting Room Rotonda Condominiums Community Center	Move and correct a boundary between Tysons and Rotonda precincts
SPRINGFIELD	849 NEWGATE NORTH 854 NEWGATE SOUTH	1,731 3,101	Centreville High School	849 NEWGATE	4,832	Centreville High School	Consolidate co-located precincts.
SPRINGFIELD	848 FAIR OAKS	3,842	Expectation Church Rec Center	848 FAIR OAKS	3,842	Virginia Department of Transportation Building	Move polling place due to sale and demolition of current polling location.
SULLY	918 CENTREVILLE	4,998	Centreville Adult Education Center	918 CENTREVILLE	4,998	Mountain View High School	Change the name of the polling location.

* Registered voters as of April, 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX
Dranesville District

PRECINCT 302: CHESTERBROOK

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIRST**
HOUSE OF DELEGATES DISTRICT: **FORTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Kirby Road and Pimmit Run (stream), thence with the meanders of Pimmit Run in a southeasterly direction to its intersection with the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southwesterly direction to its intersection with Old Dominion Drive, thence with Old Dominion Drive in a northwesterly direction to its intersection with Park Road, thence with Park Road in a westerly, then northwesterly direction to its intersection with Kirby Road, thence with Kirby Road in a generally northeasterly direction to its intersection with Pimmit Run, point of beginning.

POLLING PLACE: Community Room at Vinson Hall
~~6251 Old Dominion Drive~~, 1735 Kirby Road, McLean

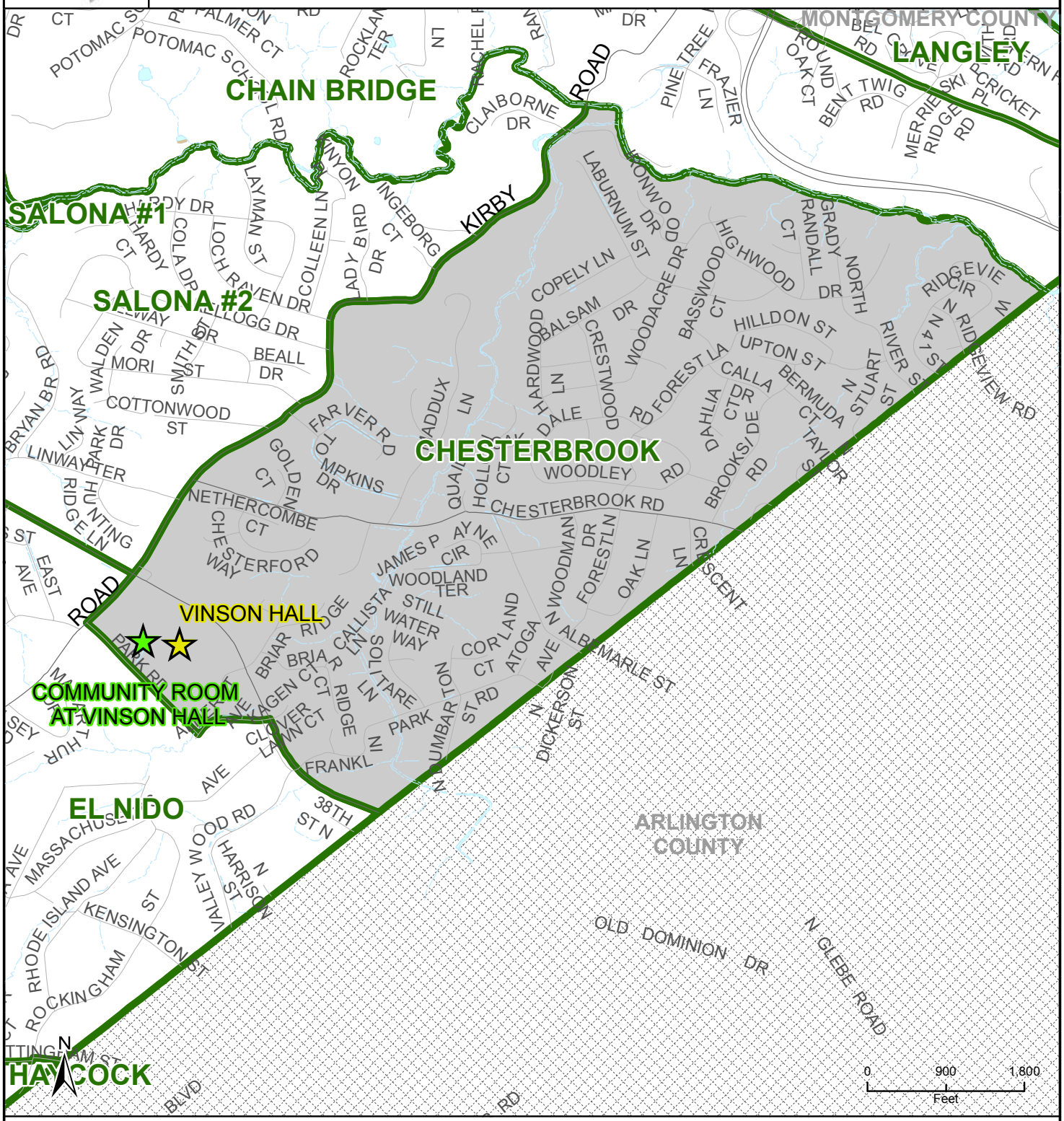
MAP GRIDS: 31-2, 31-3, 31-4, 41-1, 41-2

NOTES: Established December 1976
Precinct description revised and readopted – March 2003
Senate District changed from 32nd to 31st – July 2011
Delegate District changed from 34th to 48th – July 2011
Polling place temporarily moved – January 2012
Congressional District changed from 10th to 8th – January 2012
Polling place returned to original location – June 2015
Polling place moved – July 2016
Polling place (facility) renamed and address changed – July 2017

Commonwealth of Virginia

County of Fairfax

Dranesville District



Proposed Polling Place Change for 302 Chesterbrook Precinct

★ **Current name and address:** *Vinson Hall, 6251 Old Dominion Dr.*

★ **Proposed name and address:** *Community Room at Vinson Hall, 1735 Kirby Rd.*

April 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX
Mount Vernon District

PRECINCT 619: BELVOIR

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SIXTH ~~/ THIRTY-NINTH~~**
HOUSE OF DELEGATES DISTRICT: **FORTY-THIRD**

DESCRIPTION:
Beginning at the intersection of ~~Backlick Road~~ the Shirley Memorial Highway (Interstate 95) and Newington Road, thence with Newington Road in an easterly direction to its intersection the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a ~~northerly~~ southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power easement in an easterly direction to its intersection Cinder Bed Road, thence with Cinder Bed Road in a northerly direction to its intersection with Newington Road, thence with Newington Road in an easterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in an southerly direction to its intersection with Beulah Street at Woodlawn Road, thence with Beulah Street in a southerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Beulah Road, thence with Beulah Road in a southerly direction to its intersection with Backlick Road, thence with Backlick Road in a northwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a southwesterly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a westerly direction to its intersection with ~~Britten Drive, thence with Britten Drive in a northwesterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a generally northwesterly direction to its intersection with Newington Road, point of beginning.~~ Pohick Road, thence with Pohick Road in a northwesterly direction to its intersection with the Shirley Memorial Highway, thence with the Shirley Memorial Highway in a northeasterly direction to its intersection with Newington Road, point of beginning.

POLLING PLACE: ~~Kingstowne Library~~ Newington DVS Facility
~~6500 Landsdowne Centre, Alexandria~~ 6900 Newington Road, Lorton

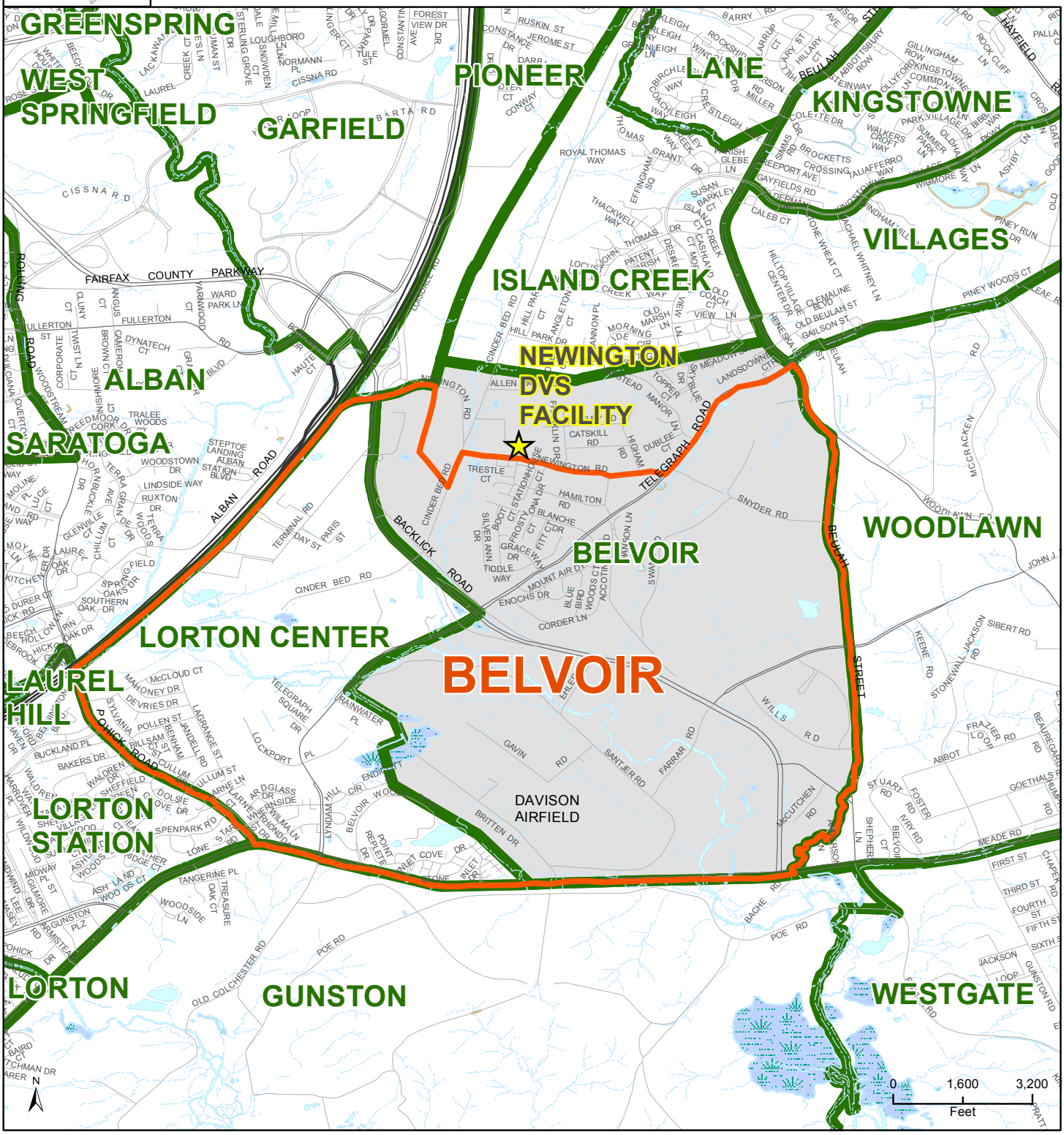
MAP GRIDS: 99-1, 99-2, 99-3, 99-4, 100-1, 100-3, 101-3, 101-2, 107-4, 108-1, 108-2, 108-3, 108-4, 109-1, 109-3

NOTES: Established July 1998
Precinct description revised and readopted – March 2003
Senate and Delegate boundaries changed – July 2011
Boundary adjusted with Woodlawn– November 2014
Boundary adjusted with Lorton Center – July 2017

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



April 2017

Proposed Change for 619 Belvoir Precinct

Current Precinct Name: *#619 Belvoir*

Proposed Precinct Name: *#619 Belvoir*

Proposed Polling Place Name and Address: *Newington DVS Facility; 6900 Newington Road*

Commonwealth of Virginia

COUNTY OF FAIRFAX
Mount Vernon District

PRECINCT 630: ARMY

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-THIRD**

DESCRIPTION:
Beginning at the intersection of the Richmond, Fredericksburg and Potomac Railroad and the Virginia Power Easement, thence the Virginia Power Easement in an easterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in a southerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a southwesterly direction to its intersection with Newington Road, thence with Newington Road in a westerly direction to its intersection with Cinder Bed Road, thence with Cinder Bed Road in a southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a northwesterly direction to its intersection with the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a northerly direction to its intersection with the Virginia Power Easement, point of beginning.

POLLING PLACE: Kingstowne Library
6500 Landsdowne Centre, Alexandria

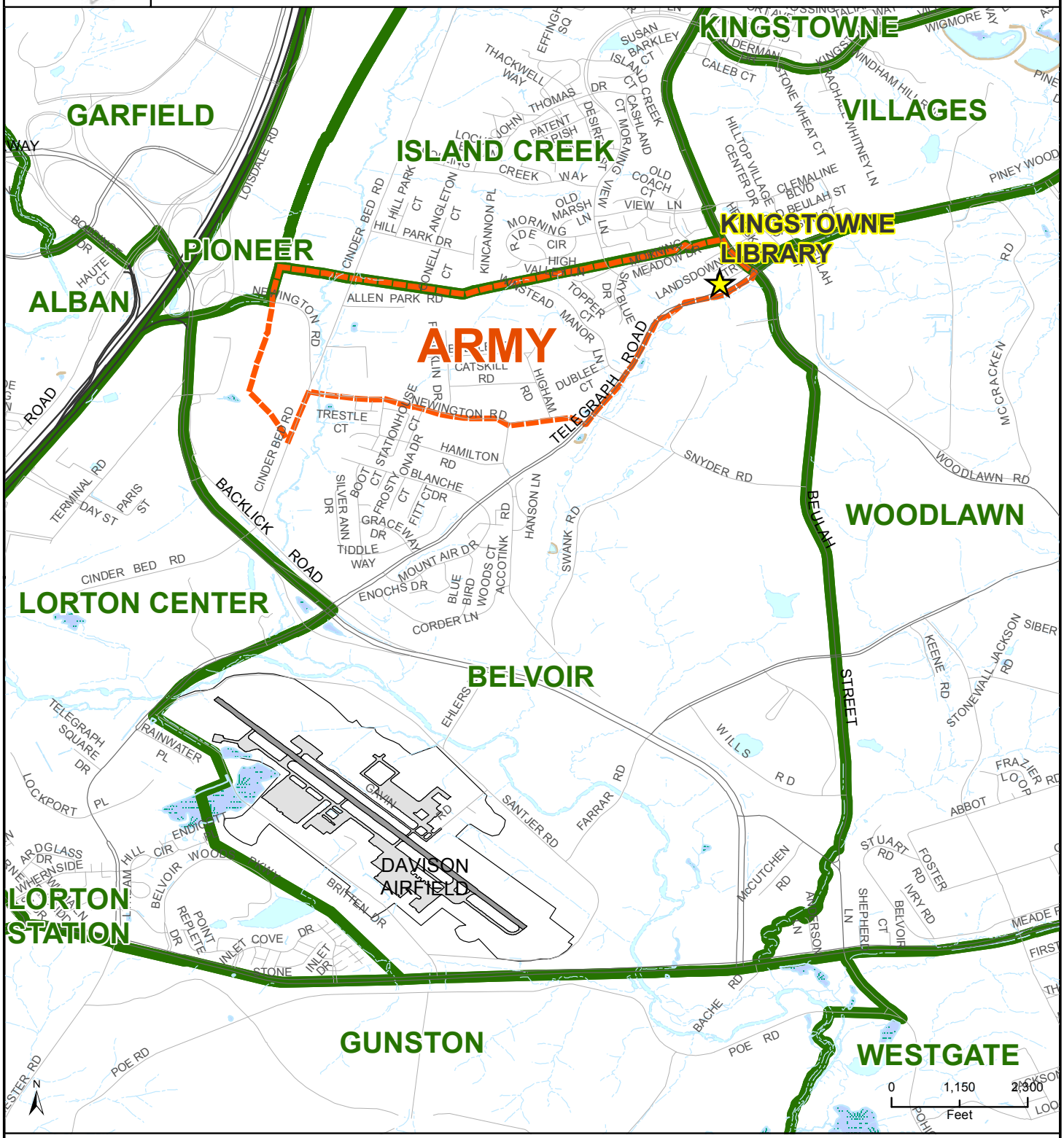
MAP GRIDS: 99-2, 99-4, 100-1

NOTES: Established July 2017

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



April 2017

Proposed New Precinct:

Proposed Precinct Name: *#630 Army*

Proposed Polling Place Name and Address: *Kingstowne Library; 6500 Landsdowne Ctr.*

Commonwealth of Virginia

COUNTY OF FAIRFAX
Providence District

PRECINCT 721: MERRIFIELD

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Cedar Lane and Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with ~~the Capital Beltway (I-495~~), Gallows Road thence with ~~the Capital Beltway~~ Gallows Road in a southerly direction to its intersection with Arlington Boulevard (Route 50), thence with Arlington Boulevard in a westerly direction to its intersection with Prosperity Avenue, thence with Prosperity Avenue in a northeasterly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a westerly direction to its intersection with Cedar Lane, thence with Cedar Lane in a northerly direction to its intersection with Interstate 66, point of beginning.

POLLING PLACE: Luther Jackson Middle School
3020 Gallows Road, Falls Church

MAP GRIDS: 49-1, 49-2, 49-3, 49-4

NOTES: Established December 1976
Precinct description revised and readopted – March 2003
Precinct divided – July 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX
Providence District

PRECINCT 723: GALLOWS EAST

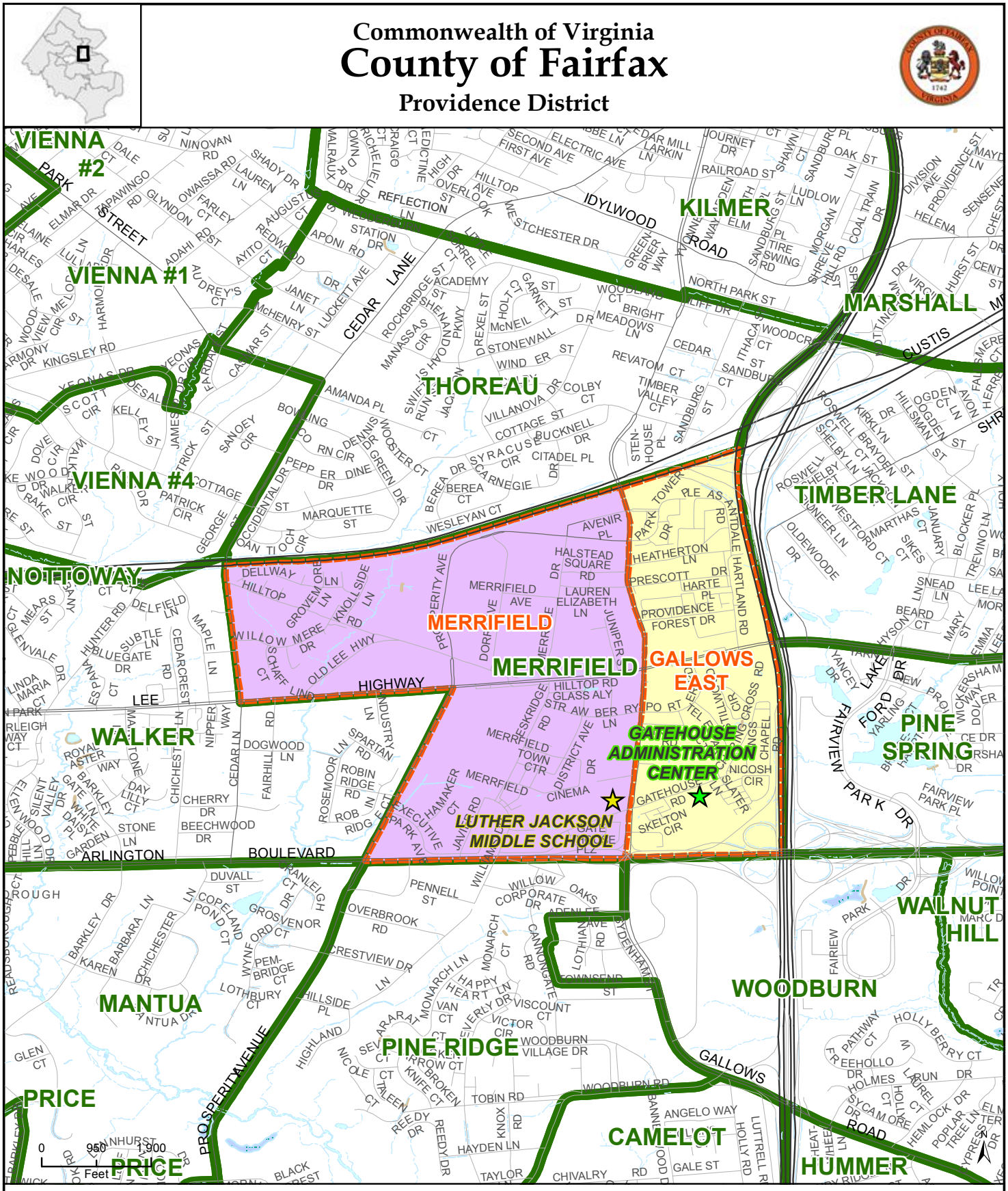
CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Gallows Road and Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with the Capital Beltway (I-495), thence with the Capital Beltway in a southerly direction to its intersection with Arlington Boulevard (Route 50), thence with Arlington Boulevard in a westerly direction to its intersection with Gallows Road, thence with Gallows Road in a northerly direction to its intersection with Interstate 66, point of beginning.

POLLING PLACE: Gatehouse Administration Center
8115 Gatehouse Road, Falls Church

MAP GRIDS: 49-2, 49-4

NOTES: Established July 2017



Proposed Division for 721 Merrifield Precinct

April 2017

Proposed Merrifield Precinct #721 ★ *Merrifield Polling Place:* Luther Jackson Middle School

Proposed Gallows East Precinct #723 ★ *Proposed Polling Place:* Gatehouse Administration Center

Commonwealth of Virginia

COUNTY OF FAIRFAX
Providence District

PRECINCT 731: TYSONS

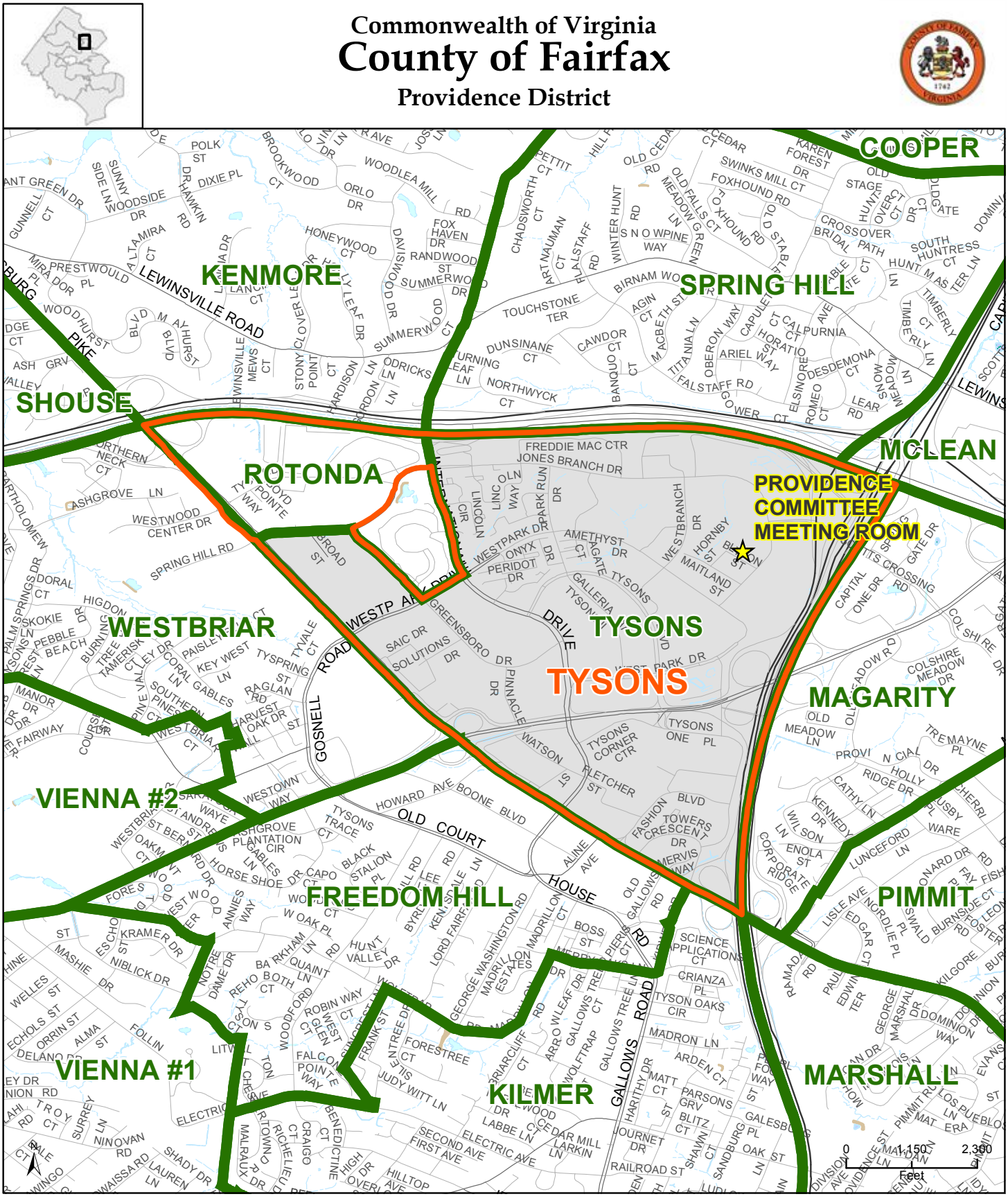
CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of ~~International Drive~~ Leesburg Pike (Route 7) and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in an easterly direction to its intersection with the Capital Beltway (I-495), thence with the Capital Beltway in a southwesterly direction to its intersection with Leesburg Pike, thence with Leesburg Pike in a northwesterly direction to its intersection with~~ Spring Hill Road, thence with Spring Hill Road in an easterly direction to its intersection with Greensboro Drive, thence with Greensboro Drive in a southeasterly direction to its intersection with Westpark Drive, thence with Westpark Drive in a northeasterly direction to its intersection with International Drive, thence with the International Drive in a northwesterly direction to its intersection with~~ the Washington Dulles Access and Toll Road, point of beginning, excluding the area defined by the Rotonda precinct.

POLLING PLACE: Providence Committee Meeting Room
7921 Jones Branch Drive, McLean

MAP GRIDS: 29-1, 29-2, 29-3, 29-4, 39-2

NOTES: Established June 1991
Precinct description revised and readopted – March 2003
Polling place moved – July 2011
Boundary adjusted to conform to Congressional District line – July 2012
Delegate District changed from 34th to 35th - July 2011
Congressional District changed from 8th to 11th – July 2012
Precinct divided – July 2016
Boundary adjusted – July 2017



April 2017

Proposed Change for 731 Tysons Precinct

Current Precinct Name: *#731 Tysons*

Proposed Precinct Name: *#731 Tysons*

☆ **Featured Polling Place**

Commonwealth of Virginia

COUNTY OF FAIRFAX
Providence District

PRECINCT 735: ROTONDA

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

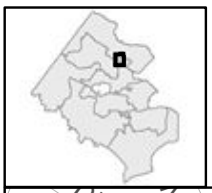
DESCRIPTION:

Beginning at the intersection of ~~Leesburg Pike (Route 7) and the Washington Dulles Access and Toll Road,~~ Greensboro Drive and Spring Hill Road, thence with ~~the Washington Dulles Access and Toll Road~~ Spring Hill Road in ~~an easterly~~ a northeasterly direction to its intersection with International Drive, thence with International Drive in a southeasterly direction to its intersection with Westpark Drive, thence with Westpark Drive in a southwesterly direction to its intersection with Greensboro Drive, thence with Greensboro Drive in a northwesterly direction to its intersection with Spring Hill Road, ~~thence with Spring Hill Road in a westerly direction to its intersection with Leesburg Pike, thence with Leesburg Pike in a northwesterly direction to its intersection with the Washington Dulles Access and Toll Road,~~ point of beginning.

POLLING PLACE: Rotonda Condominiums Community Center
8352 Greensboro Drive, McLean

MAP GRIDS: 29-1, 29-3

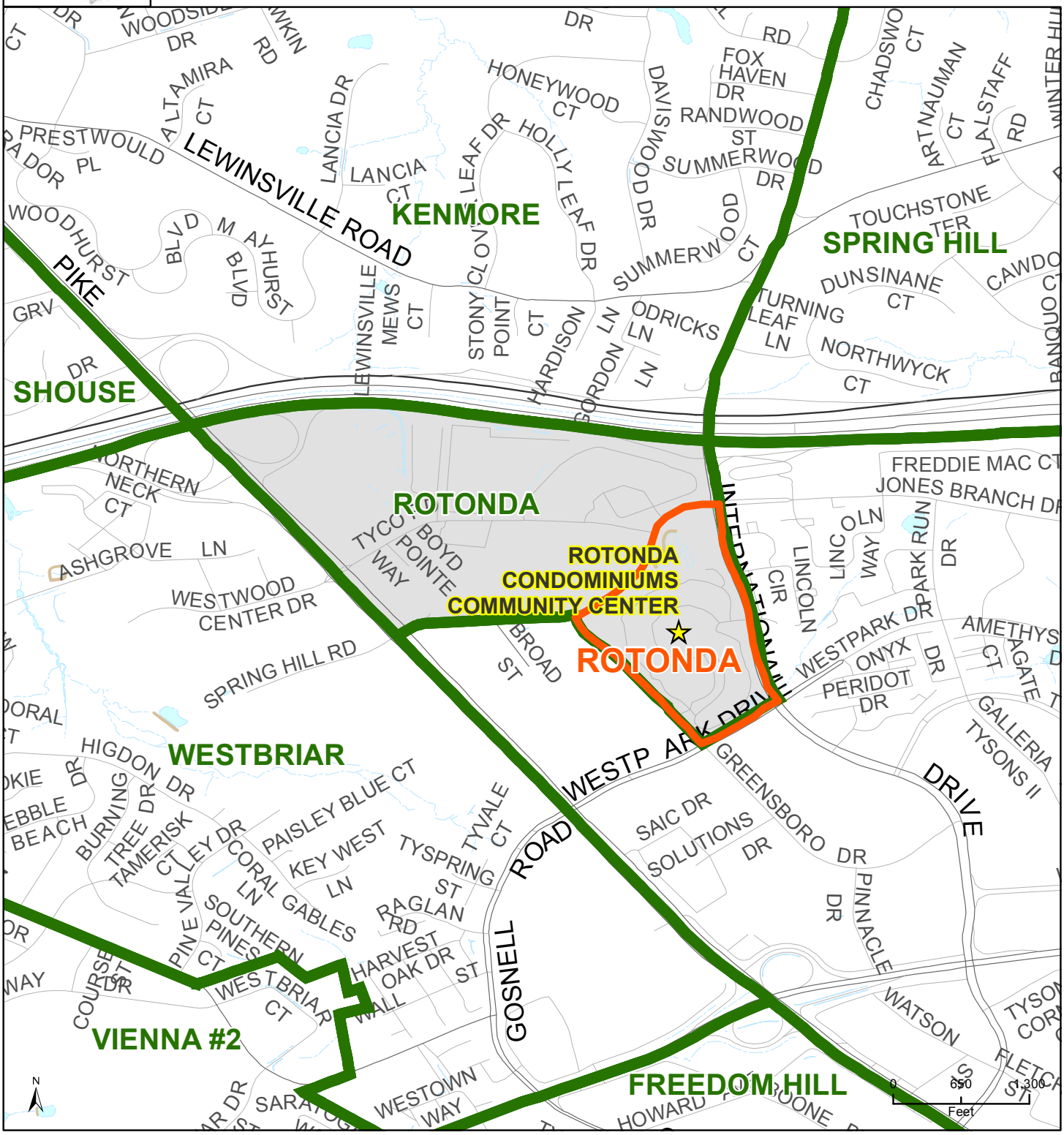
NOTES: Established July 2016
Boundary adjusted July 2017



Commonwealth of Virginia

County of Fairfax

Providence District



April 2017

Proposed Change for 735 Rotonda Precinct

Current Precinct Name: *#735 Rotonda*

Proposed Precinct Name: *#735 Rotonda*

☆ ***Featured Polling Place***

Commonwealth of Virginia

COUNTY OF FAIRFAX
Springfield District

PRECINCT 848: FAIR OAKS

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-SEVENTH**

DESCRIPTION:
Beginning at the intersection of Stringfellow Road and Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with Monument Drive, thence with Monument Drive in a southeasterly direction to its intersection with Random Hills Road, thence with Random Hills Road in a southwesterly direction to its intersection with Legato Road at Post Forest Drive, thence with Legato Road in a southwesterly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a southwesterly direction to its intersection with Stringfellow Road, thence with Stringfellow Road in a northerly direction to its intersection with Interstate 66, point of beginning.

POLLING PLACE: ~~Expectation Church Rec Center~~ Virginia Department of Transportation (VDOT)
~~4531 West Ox Road~~, 4975 Alliance Drive, Fairfax

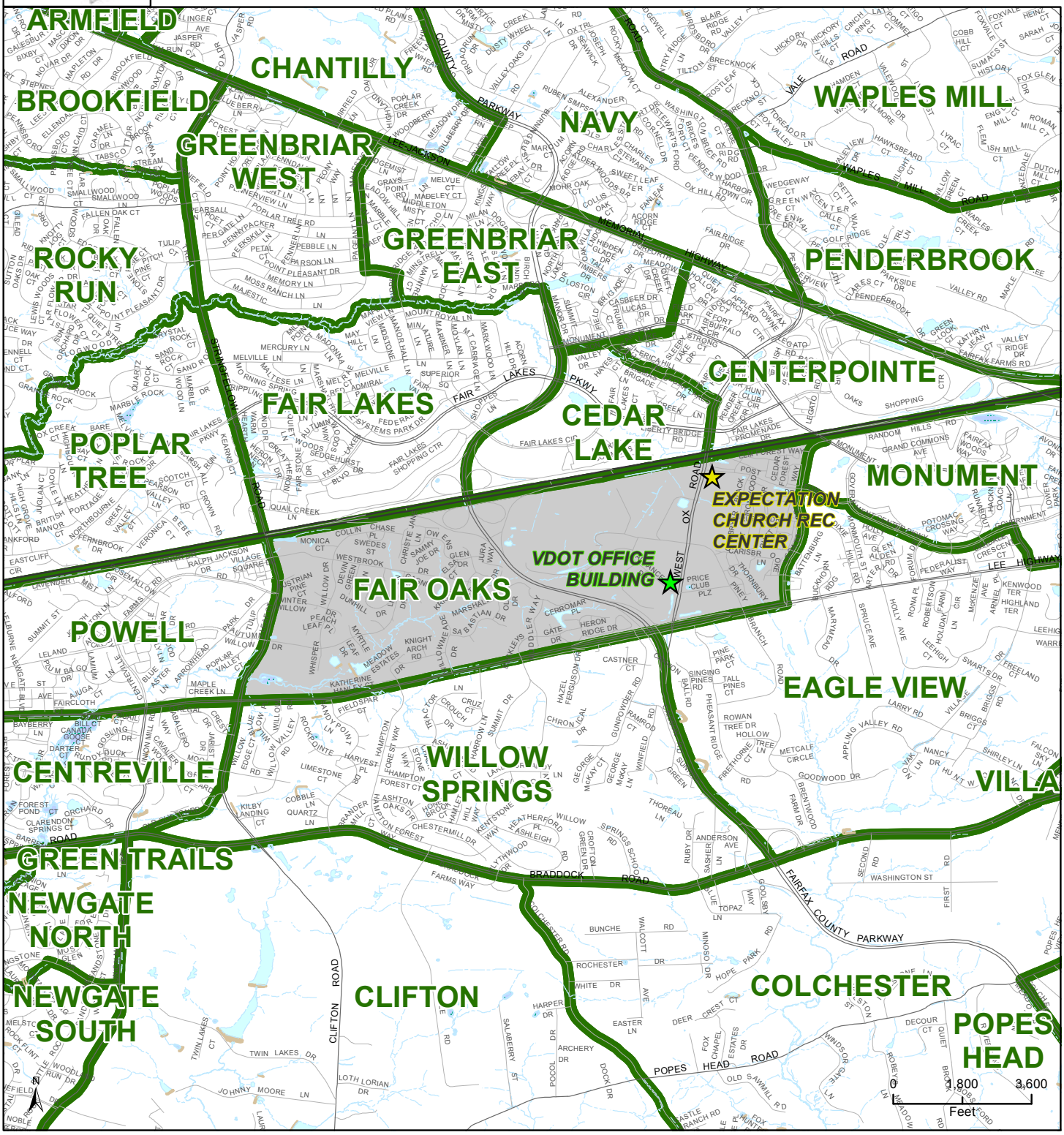
MAP GRIDS: 55-1, 55-2, 55-3, 55-4, 56-1, 56-3

NOTES:
Established July 1981
Moved from Sully District to Springfield District – 2001 Redistricting
Precinct divided to form Monument precinct – March 2003
Polling place (facility) renamed – May 2003
Polling place address updated – January 2008
Precinct divided and renamed – January 2008
Precinct boundary adjusted – July 2011
Delegate District changed from 35th to 37th – July 2011
Polling place (facility) renamed – July 2016
Polling place moved – July 2017

Commonwealth of Virginia

County of Fairfax

Springfield District



Proposed Polling Place Change for #848 Fair Oaks Precinct

April 2017

★ ***Current Name and address:*** *Expectation Church Rec Center, 4531 West Ox Road*

★ ***Proposed Name and address:*** *Va Department of Transportation Building, 4975 Alliance Drive*

Commonwealth of Virginia

COUNTY OF FAIRFAX
Springfield District

PRECINCT 849: NEWGATE ~~NORTH~~

CONGRESSIONAL DISTRICT: **TENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Little Rocky Run (stream) and New Braddock Road, thence with New Braddock Road in an easterly direction to its intersection with Union Mill Road, thence with Union Mill Road in a southerly direction to its intersection with ~~Springstone Drive~~, Compton Road, thence with ~~Springstone Drive~~ Compton Road in a northwesterly, then westerly direction to its intersection with ~~the western boundary of the Fairfax County Public School property on which Union Mill Elementary School is located, thence with the Fairfax County Public School property in a southwesterly direction to its intersection with an unnamed tributary of Little Rocky Run, thence with the meanders of the unnamed tributary in a westerly direction to its intersection with~~ Little Rocky Run, thence with the meanders of Little Rocky Run in a northerly, then northeasterly direction to its intersection with New Braddock Road, point of beginning.

POLLING PLACE: Centreville High School
6001 Union Mill Road, Clifton

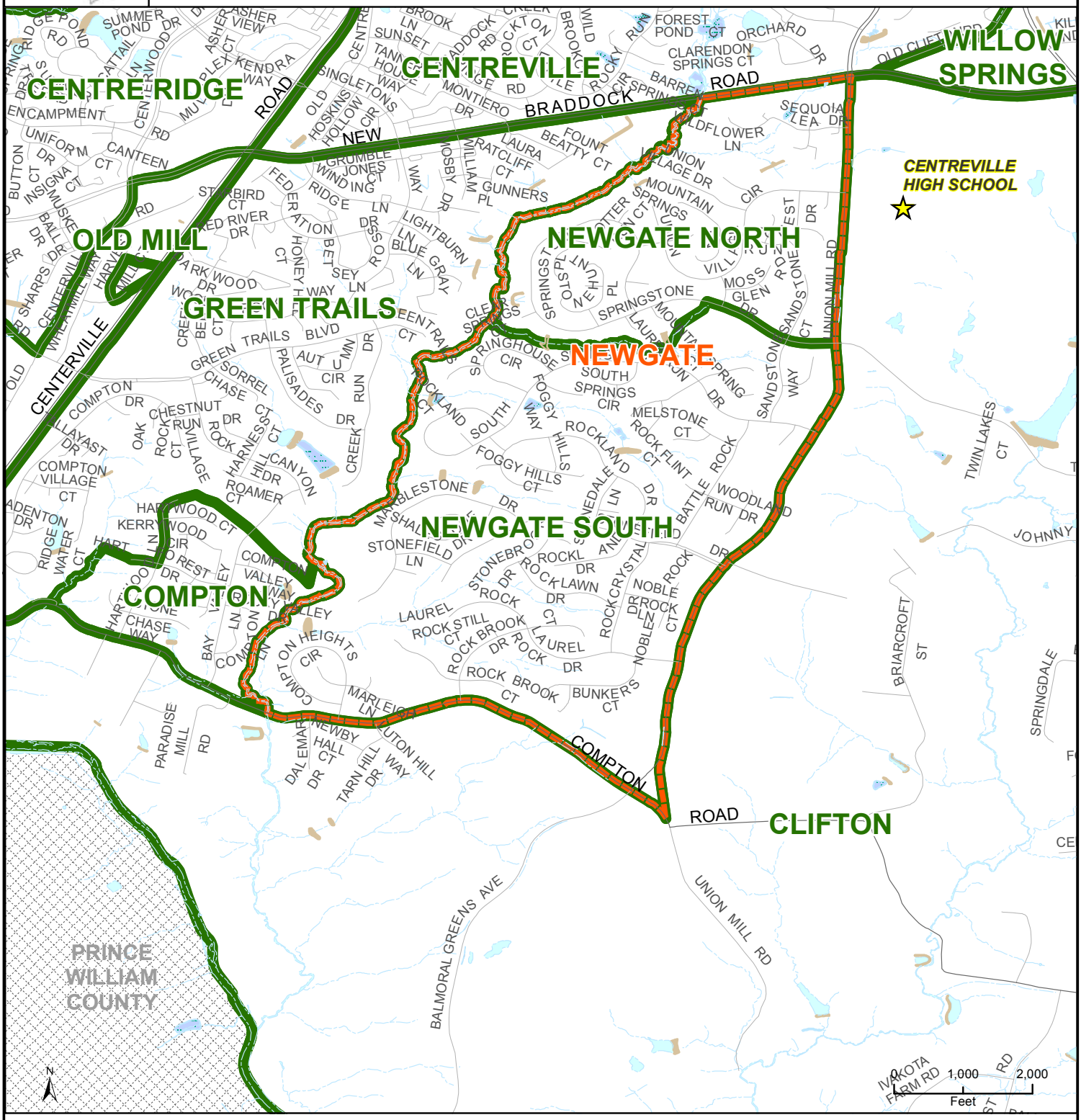
MAP GRIDS: 65-2, 66-1, 65-4, 66-3, 74-2

NOTES: Established as Newgate - May 1993
Moved from Sully District to Springfield District – 2001 Redistricting
Precinct description revised and readopted – March 2003
Precinct divided and renamed – January 2009
Congressional District changed from 11th to 10th – January 2012
Precinct combined with Newgate South and renamed – July 2017

Commonwealth of Virginia

County of Fairfax

Springfield District



Proposed Change for #849 Newgate North and #854 Newgate South Precincts

Current Precinct Name: *#849 Newgate North*

Current Precinct Name: *#854 Newgate South*

Proposed New Precinct Name: *#849 Newgate*

Featured Polling Place

April 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 918: CENTREVILLE

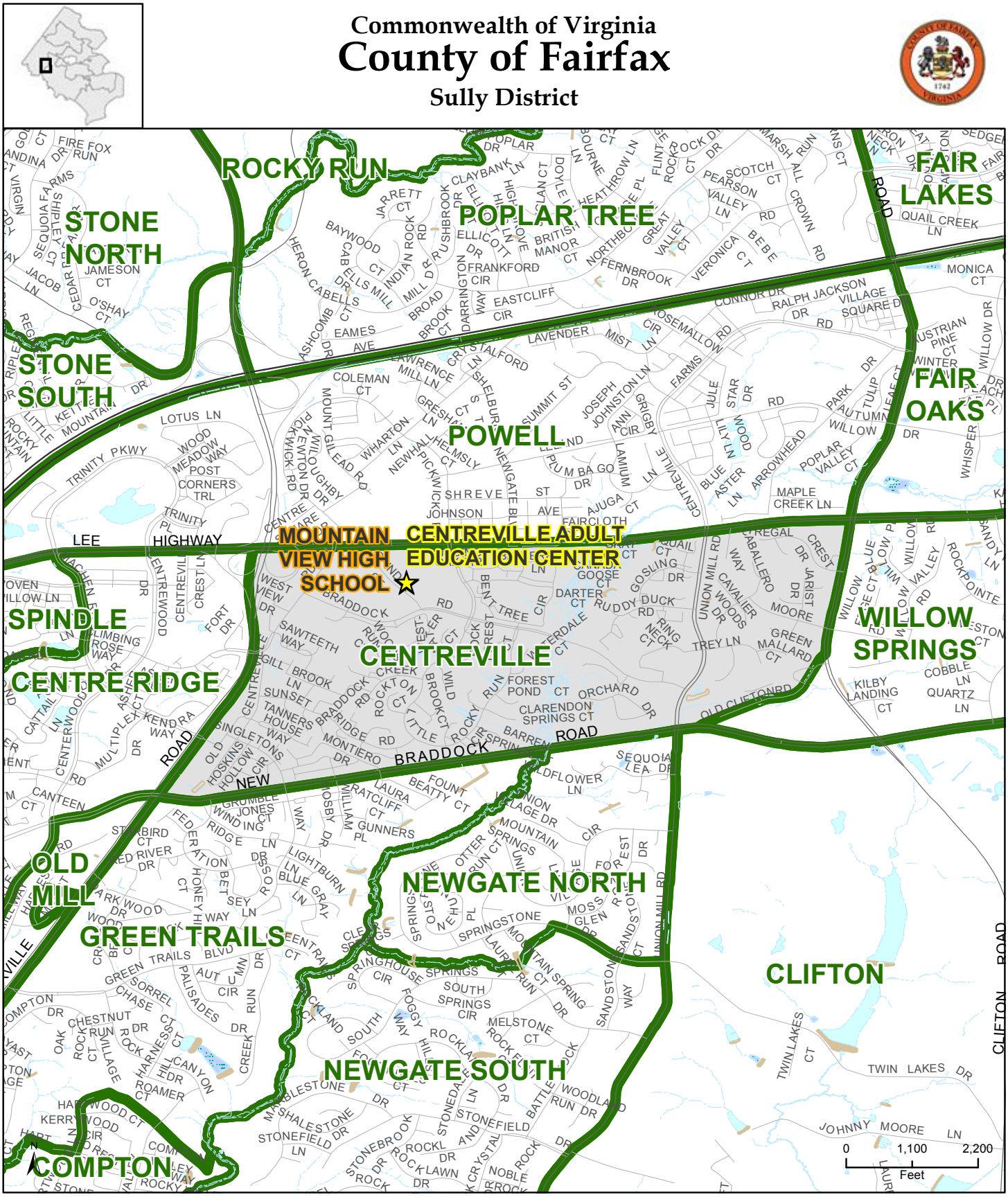
CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Centreville Road (Route 28) and Lee Highway (Route 29), thence with Lee Highway in an easterly direction to its intersection with Clifton Road, thence with Clifton Road in a southerly direction to its intersection with Old Clifton Road, thence with Old Clifton Road and a projection of Old Clifton Road in a southwesterly direction to its intersection with Braddock Road, thence with Braddock Road in a westerly direction to its intersection with New Braddock Road at Union Mill Road, thence with New Braddock Road in a southwesterly direction to its intersection with Centreville Road, thence with Centreville Road in a northeasterly, then northerly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: ~~Centreville Adult Education Center~~ Mountain View High School
5775 Spindle Court, Centreville

MAP GRIDS: 54-4, 55-3, 65-2, 66-1

NOTES: Established May 1993
Precinct description revised and readopted – March 2003
Polling place (facility) renamed – July 2017



April 2017

Proposed Polling Place Name Change for 918 Centreville Precinct

Current Polling Place Name: *Centreville Adult Education Center*

Proposed Polling Place Name: *Mountain View High School*

PROPOSED ORDINANCE TO AMEND AND READOPT SECTIONS 7-2-9, 7-2-10, 7-2-11, AND 7-2-13 OF THE FAIRFAX COUNTY CODE TO SPLIT THE BELVOIR PRECINCT AND CONSOLIDATE ITS SOUTHERN PORTION WITH THE LORTON CENTER PRECINCT UNDER THE BELVOIR PRECINCT NAME AND IN A NEW POLLING LOCATION, ESTABLISH THE ARMY PRECINCT FROM THE NORTHERN PORTION OF THE BELVOIR PRECINCT, ESTABLISH THE GALLOWS EAST PRECINCT BY SPLITTING THE MERRIFIELD PRECINCT, CONSOLIDATE THE NEWGATE NORTH AND NEWGATE SOUTH PRECINCTS, RENAME AND UPDATE THE ADDRESS OF THE CHESTERBROOK POLLING PLACE, RENAME THE CENTREVILLE POLLING PLACE, RELOCATE THE FAIR OAKS POLLING PLACE, AND ADJUST AND CORRECT THE BOUNDARY OF THE ROTONDA AND TYSONS PRECINCTS.

Draft of May 9, 2017

AN ORDINANCE to amend and readopt Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 of the Fairfax County Code to split the Belvoir precinct and consolidate its southern portion with the Lorton Center precinct under the Belvoir precinct name and in a new polling location, establish the Army precinct from the northern portion of the Belvoir precinct, establish the Gallows East precinct by splitting the Merrifield precinct, consolidate the Newgate North and Newgate South precincts, rename and update the address of the Chesterbrook polling place, rename the Centreville polling place, relocate the Fair Oaks polling place, and adjust and correct the boundary of the Rotonda and Tysons precincts.

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

1. **That Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 of the Fairfax County Code are amended and readopted:**

Section 7-2-9. - Mount Vernon District.

The Mount Vernon District shall consist of these election precincts: Alban, Army, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Huntington, Kirkside, Laurel Hill, Lorton, ~~Lorton Center,~~ Lorton Station, Marlan, Newington, Riverside, Saratoga, Sherwood, South County, Stratford, Waynewood, Westgate, Woodlawn, and Woodley.

Section 7-2-10. - Providence District.

The Providence District shall consist of these election precincts: Blake, Fairfax Court (that part of Fairfax County containing the governmental complex which is surrounded by Fairfax City), Fort Buffalo, Freedom Hill, Gallows East, Graham-Greenway, Hunters Branch, Kilmer, Magarity, Mantua, Marshall, Merrifield, Mosby, Nottoway, Oak Marr, Oakton, Penderbrook, Pine Ridge, Pine Spring, Price, Rotonda, Shreve, Thoreau, Timber Lane, Tysons, Walker, and Woodburn.

Section 7-2-11. - Springfield District.

The Springfield District shall consist of these election precincts: Burke, Cedar Lake, Centerpointe, Cherry Run, Clifton, Colchester, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Hunt Valley, Irving, ~~Newgate North, Newgate South~~Newgate, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Sydenstricker, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.

Section 7-2-13. - General provisions.

All references to election precincts shall refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, July 9, 2013, November 18, 2014, June 23, 2015, December 8, 2015, ~~and~~ July 12, 2016, and July 11, 2017, and kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature shall be the dividing line between that precinct and any adjoining precinct.

2. That the polling place location for the newly-created precincts identified in the first clause of this ordinance are established at:

Supervisor District	Precinct	Polling Place
Mount Vernon District	Army (new)	Kingstowne Library 6500 Landsdowne Center Alexandria, VA 22315
Providence District	Gallows East (new)	Gatehouse Admin. Center 8115 Gatehouse Drive Falls Church, VA 22042
Springfield District	Newgate (new)	Centreville High School 6001 Union Mill Rd. Clifton, VA 20124

3. That the election polling places for the following existing precincts are established at:

Supervisor District	Precinct	Polling Place
Mount Vernon District	Belvoir (polling place relocated)	From: Grace Bible Church 9115 Lorton Station Blvd. Lorton, VA 22079 and Kingstowne Library 6500 Landsdowne Center Alexandria, VA 22315 To: Newington DVS Facility 6900 Newington Rd. Lorton, VA 22075
Springfield District	Fair Oaks (polling place relocated)	From: Expectation Church Rec. Center 4531 West Ox Road Fairfax, VA 22030 To: Virginia Dep't of Transp. Bldg. 4975 Alliance Drive Fairfax, VA 22030

4. That the election polling places for the following precincts are renamed:

Supervisor District	Precinct	Polling Place
Dranesville District	Chesterbrook (new name & address, but same physical location)	From: Vinson Hall 6251 Old Dominion Drive McLean, VA 22101 To: Community Room at Vinson Hall 1735 Kirby Road McLean, VA 22101

Sully District	Centreville (name change)	From: Centreville Adult Education Ctr. 5775 Spindle Court Centreville, VA 20121 To: Mountain View High School 5775 Spindle Court Centreville, VA 20121

5. That this ordinance shall become effective upon adoption.

GIVEN under my hand this _____ day of _____, 2017.

_____
Catherine A. Chianese
Clerk to the Board of Directors

\\S17PROLAWPGC01\Documents\138503\MRD\914529_2.docx

Board Agenda Item
July 11, 2017

4:00 p.m.

Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create the Department of Land Development Services and Assign Administration of Chapters of the County Code to the Director of the New Department and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance

ISSUE:
Board of Supervisors' adoption of proposed amendments to Chapters 1, 2, 4, 30, 61, 63, 68.1, 71, 101, 103, 104, 107, 112, 117, 118, 119, 122, and 124, and Appendices A and Q of the County Code that are necessary due to the reorganization of the Department of Public Works and Environmental Services (DPWES). The proposed amendments will implement the reorganization and transfer administration of Chapters of the County Code to the Director of the Department of Land Development Services (the "new department") and the Director of the Department of Code Compliance (DCC).

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 29, 2017, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend to the Board of Supervisors adoption of the proposed amendments to Chapters 1, 2, 4, 30, 61, 63, 68.1, 71, 101, 103, 104, 107, 112, 117, 118, 119, 122, 124 and Appendices A and Q of the County Code, as set forth in the staff report dated June 6, 2017, with the clarification that in the proposed amendments to Chapter 1, Paragraph (a)5, in Section 1-1-16, which was inadvertently underlined instead of struck through, is to be deleted.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed amendments as set forth in the Staff Report dated June 6, 2017.

The proposed amendments to the County Code have been prepared by DPWES and coordinated with the Department of Planning and Zoning (DPZ), DCC, Department of Health, and the Office of the County Attorney.

TIMING:
Board action is requested on July 11, 2017. On June 6, 2017, the Board authorized the advertising of public hearings. The Planning Commission held a public hearing on June 29, 2017. If adopted, the proposed amendments will become effective on July 12, 2017, at 12:01 a.m.

Board Agenda Item
July 11, 2017

BACKGROUND:
As a result of the Board of Supervisors' adoption of the FY 2018 budget on May 2, 2017, the functions of DPWES directly related to the land development process will be transferred to a new department created from the Land Development Services (LDS) operational unit of DPWES. The creation of this new department will enhance the County's efforts to create a strong focus on the County's regulatory functions and recognizes the critical role that building and land development services plays in both the regulatory process and in supporting the Board's economic success strategy. LDS has been functioning as if it were a separate agency reporting directly to the Deputy County Executive for Planning and Development since June 2016. The proposed amendments to the County Code ensure continuity such that actions taken and decisions made prior to July 12, 2017, by Fairfax County officials affected by the reorganization remain in effect on and after July 12, 2017, as if such actions and decisions had been taken or made by the corresponding newly-named officials. The chapters of the County Code that will be administered by the Director of the new department align with current LDS operations. Administration of Chapter 119 (Grass or Lawn Area) is being transferred to the Director of the DCC who has been acting as the agent of the Director of DPWES in enforcing Chapter 119 since DCC's creation in 2010.

PROPOSED AMENDMENTS:

The proposed amendments provide for the following:

- In Chapter 1 of the County Code, creates a new department separate from DPWES to perform LDS's current functions, and the new department is called the "Department of Land Development Services."
- Assigns administration of Chapters 2 (part), 63, 101, 102, 104, 107, 112 (part), 117, 118, 122, and 124 and Appendix Q of the County Code, and the Public Facilities Manual to the Director of the new department.
- Assigns administration of Chapters 61, 64, 65, 66, and 71 of the County Code to the Director of the new department through the Building Official whom he appoints.
- Assigns administration of Chapter 119 of the County Code to DCC.
- Replaces references to DPWES and the Director of DPWES in Chapters 2, 4, 30, 61, 63, 68.1, 71, 101, 102, 103, 104, 107, 112, 117, 118, 119, 122, 124 and Appendices A and Q of the County Code with references to the new department and its' Director.
- In Chapter 2 of the County Code, replace a reference to the Department of Highways of the State with a reference to the Virginia Department of Transportation.
- In Chapter 61 of the County Code, adds employees of the new department to the list of County agencies whose employees cannot be a member of the Board of Building and Fire Prevention Code Appeals.
- In Chapter 103 of the County Code, adds the new department to the list of agencies notified during an air pollution episode.

- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), shall be the agent of the Board of Supervisors with approval authority over all documents, plats and plans related to the subdivision and site plan process, as provided in Chapter 22, Planning, Subdivision of Land and Zoning, Title 15.2 of the Virginia Code.
- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), may continue to execute and enforce all subdivision and site plan documents, plats and plans, agreements, bonds, letters of credit, escrows and other performance guarantees in the name of the Director of DPWES or the Director of the Department of Environmental Management.
- In Chapter 1 of the County Code, the Building Official of Fairfax County, Virginia shall be appointed by the Director of the new department.
- In Chapter 1 of the County Code, the reorganization of DPWES into DPWES and the new department shall not affect any act done, any penalty incurred or any right established, accrued or accruing on or before July 12, 2017, or any proceeding, prosecution, suit or action pending on that day.

REGULATORY IMPACT:
None. No new regulations are proposed.

FISCAL IMPACT:
None. The reorganization and creation of the new department under the name LDS was included in the adopted FY2018 budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim Excerpt
Attachment 2 – Staff Report

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson. P.E., Director, DPWES
William D. Hicks, P.E., Director, LDS, DPWES
Jack Weyant, P.E., Director, DCC
Leslie Johnson, Zoning Administrator, Zoning Administration Division, DPZ

ASSIGNED COUNSEL:
Christopher A. Costa, Assistant County Attorney

County of Fairfax, Virginia
Planning Commission Meeting
June 29, 2017
Verbatim Excerpt

Code Amendment – Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create the Department of Land Development Services and Assign Administration of Chapters of the County Code to the Director of the New Department and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance.. (Countywide)

After close of the Public Hearing

Commissioner Sargeant: Thank you, Mr. Chairman. Let me begin by thanking John Friedman for his diligent and detailed work on this particular code amendment. This is a very straight forward amendment here. As a result of the Board of Supervisors' adoption of the Fiscal Year 2018 budget on May 2nd of this year, the functions of the Department of Public Works and Environment Services, directly related to the land development process will be transferred to a new department created from the Land Development Services operational unit of DPWES. The proposed amendments will implement the reorganization and transfer administration of chapters of the County Code to the Director of the new Department of Land Development Services and the Director of the Department of Code Compliance. With that Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE BOARD ADOPT THE PROPOSED AMENDMENTS TO CHAPTERS 1, 2, 4, 30, 61, 63, 68.1, 71, 101, 103, 104, 107, 112, 117, 118, DO I HEAR 119, 122, 124 AND APPENDICES A AND Q OF THE COUNTY CODE, AS SET FORTH IN THE STAFF REPORT DATED JUNE 6TH, 2017, WITH THE CLARIFICATION THAT IN THE PROPOSED AMENDMENTS TO CHAPTER 1, PARAGRAPH (A)5, IN SECTION 1-1-16, WHICH WAS INADVERTENTLY UNDERLINED INSTEAD OF STRUCK THROUGH, IS TO BE DELETED.

Commissioners Ulfelder and Flanagan: Second.

Vice Chairman de la Fe: Seconded by Commissioner, is it Ulfelder and someone on this side…

Commissioner Flanagan: Yes.

Vice Chairman de la Fe: Commissioner Flanagan. Any discussion? Yes Mr. Hart.

Commissioner Hart: I managed to abbreviate all that in such an understandable way.

Vice Chairman de la Fe: Okay.

Commissioner Flanagan: As I seconded the motion because I read every word.

Vice Chairman de la Fe: I listed to every word. Okay. Any further discussion? Hearing and seeing none, all those in favor of the motion please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Thank you very much.

Commissioner Sargeant: Thank you Mr. Chairman. There will be a quiz for the audience afterward.

The motion carried by a vote of 11-0. Commissioner Murphy was absent from the public hearing.

SL

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

☑ PROPOSED COUNTY CODE AMENDMENT

☐ PROPOSED PFM AMENDMENT

☐ APPEAL OF DECISION

☐ WAIVER REQUEST

Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create the Department of Land Development Services and Assign Administration of Chapters of the County Code to the Director of the New Department and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance

Authorization to Advertise	June 6, 2017
Planning Commission Hearing	June 29, 2017
Board of Supervisors Hearing	July 11, 2017
Prepared by:	Code Development and Compliance Division JAF (703) 324-1780 June 6, 2017

STAFF REPORT

A. Issue:

Proposed amendments to Chapters 1, 2, 4, 30, 61, 63, 68.1, 71, 101, 103, 104, 107, 112, 117, 118, 119, 122, and 124, and Appendices A and Q of the County Code are necessary due to the reorganization of the Department of Public Works and Environmental Services (DPWES). The proposed amendments will implement the reorganization and transfer administration of Chapters of the County Code to the Director of the new Department of Land Development Services (the "new department") and the Director of the Department of Code Compliance (DCC).

B. Recommended Action:

Staff recommends that the Board of Supervisors (the Board) adopt the proposed amendments as set forth in this Staff Report dated June 6, 2017.

C. Timing:

Board of Supervisors authorization to advertise – June 6, 2017

Planning Commission Public Hearing – June 29, 2017

Board of Supervisors Public Hearing – July 11, 2017

Effective Date – July 12, 2017 at 12:01 a.m.

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed amendments have been prepared by DPWES and coordinated with the Department of Planning and Zoning, DCC, Department of Health, and the Office of the County Attorney.

F. Background:

As a result of the Board of Supervisors' adoption of the FY 2018 budget on May 2, 2017, the functions of the DPWES directly related to the land development process will be transferred to a new department created from the Land Development Services (LDS) operational unit of DPWES. The creation of this new department will enhance the County's efforts to create a strong focus on the County's regulatory functions and recognizes the critical role that land development services plays in

both the regulatory process and in supporting the Board's economic success strategy. LDS has been functioning as if it were a separate agency reporting directly to the Deputy County Executive for Planning and Development since June 2016. The proposed amendments to the County Code ensure continuity such that actions taken and decisions made prior to July 12, 2017, by Fairfax County officials affected by the reorganization remain in effect on and after July 12, 2017, as if such actions and decisions had been taken or made by the corresponding newly-named officials. The chapters of the County Code that will be administered by the Director of the new department align with current LDS operations. Administration of Chapter 119 (Grass or Lawn Area) is being transferred to the Director of the Department of Code Compliance who has been acting as the agent of the Director of DPWES in enforcing Chapter 119 since DCC's creation in 2010.

G. Proposed Amendments

The proposed amendments provide for the following:

- In Chapter 1 of the County Code, creates a new department separate from DPWES to perform LDS's current functions, and the new department is called the "Department of Land Development Services."
- Assigns administration of Chapters 2 (part), 63, 101, 102, 104, 107, 112 (part), 117, 118, 122, and 124 and Appendix Q of the County Code, and the Public Facilities Manual to the Director of the new department.
- Assigns administration of Chapters 61, 64, 65, 66, and 71 of the County Code to the Director of the new department through the Building Official whom he appoints.
- Assigns administration of Chapter 119 of the County Code to DCC.
- Replaces references to DPWES and the Director of DPWES in Chapters 2, 4, 30, 61, 63, 68.1, 71, 101, 102, 103, 104, 107, 112, 117, 118, 119, 122, 124 and Appendices A and Q of the County Code with references to the new department and its Director.
- In Chapter 2 of the County Code, replace a reference to the Department of Highways of the State with a reference to the Virginia Department of Transportation.
- In Chapter 61 of the County Code, adds employees of the new department to the list of County agencies whose employees cannot be a member of the Board of Building and Fire Prevention Code Appeals.
- In Chapter 103 of the County Code, adds the new department to the list of agencies notified during an air pollution episode.
- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), shall be the agent of the Board of Supervisors with approval authority over all documents, plats and plans related to the subdivision and site plan process, as provided in Chapter 22, Planning, Subdivision of Land and Zoning, Title 15.2 of the Virginia Code.
- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), may continue to execute and enforce all subdivision and

site plan documents, plats and plans, agreements, bonds, letters of credit, escrows and other performance guarantees in the name of the Director of the Department of Public Works and Environmental Services or the Director of the Department of Environmental Management.

- In Chapter 1 of the County Code, the Building Official of Fairfax County, Virginia shall be appointed by the Director of the new department.
- In Chapter 1 of the County Code, the reorganization of DPWES into DPWES and the new department shall not affect any act done, any penalty incurred or any right established, accrued or accruing on or before July 12, 2017, or any proceeding, prosecution, suit or action pending on that day.

H. Regulatory Impact:

None. No new regulations are proposed.

I. Fiscal Impact:

None. The reorganization and creation of the new department under the name LDS was included in the adopted FY2018 budget.

J. Attached Documents:

Attachment 2A – Amendments to Chapter 1 (General Provisions)
Attachment 2B – Amendments to Chapter 2 (Property Under County Control)
Attachment 2C – Amendments to Chapter 4 (Taxation and Finance)
Attachment 2D – Amendments to Chapter 30 (Minimum Private School and Child Care Facility Standards)
Attachment 2E – Amendments to Chapter 61 (Building Provisions)
Attachment 2F – Amendments to Chapter 63 (Excavation and Utility Line Installation)
Attachment 2G – Amendments to Chapter 68.1 (Individual Sewage Disposal Facilities)
Attachment 2H – Amendments to Chapter 71 (Expedited Building Plan Review)
Attachment 2I – Amendments to Chapter 101 (Subdivision Provisions)
Attachment 2J – Amendments to Chapter 102 (Streets and Sidewalks)
Attachment 2K – Amendments to Chapter 103 (Air Pollution Control)
Attachment 2L – Amendments to Chapter 104 (Erosion and Sedimentation Control)
Attachment 2M – Amendments to Chapter 107 (Problem Soils)
Attachment 2N – Amendments to Chapter 112 (Zoning Ordinance)
Attachment 2O – Amendments to Chapter 117 (Expedited Land Development Review)
Attachment 2P – Amendments to Chapter 118 (Chesapeake Bay Preservation Ordinance)
Attachment 2Q – Amendments to Chapter 119 (Grass or Lawn Area)
Attachment 2R – Amendments to Chapter 122 (Tree Conservation Ordinance)

Attachment 2S – Amendments to Chapter 124 (Stormwater Management Ordinance)
Attachment 2T – Amendments to Appendix A (Flood Plains)
Attachment 2U – Amendments to Appendix Q (Land Development Services Fee Schedule)

PROPOSED AMENDMENTS
TO
CHAPTER 1 (GENERAL PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 1-1-16, Reorganization of departments, agencies and offices, by deleting paragraph (a)(5) and adding a new paragraph (b) to read as follows:

(a)(5) The Building Official of Fairfax County, Virginia shall be appointed by the Director of the Department of Public Works and Environmental Services.

(b) Effective July 12, 2017, as a result of prior action by the Board of Supervisors, a new agency to be named the Department of Land Development Services is hereby created from the operational unit of the same name that was part of the Department of Public Works and Environmental Services. It is the intention of the Board of Supervisors, by its adoption of this section, to facilitate this reorganization and to ensure continuity such that actions taken and decisions made prior to July 12, 2017, by Fairfax County officials affected by the reorganization remain in effect on and after July 12, 2017, as if such actions and decisions had been taken or made by the corresponding newly named officials. In furtherance thereof, the following shall apply:

(1) All provisions of the Public Facilities Manual, that refer to the "Director of the Department of Public Works and Environmental Services," the "Department of Public Works and Environmental Services," its divisions, branches or sections, and officials thereof whose positions shall be retitled or changed in the reorganization, shall mean the "Director of the Department of Land Development Services," "Department of Land Development Services," and the corresponding offices, divisions, branches or sections, as the case may be or if no corresponding, specified as the reorganization and separation of part of the Department of Public Works and Environmental Services into the Department of Public Works and Environmental Services and the Department of Land Development Services.

(2) For all provisions in all chapters of this Code, the term “Land Development Services” shall mean the “Department of Land Development Services.” All actions taken and decisions made on and after July 12, 2017, by the Director under the title of “Director of Land Development Services” shall mean the “Director of the Department of Land Development Services.”

(3) The Director of Land Development Services, or the Director's designee(s), shall be the agent of the Board of Supervisors with approval authority over all documents, plats and plans related to the subdivision and site plan process, as provided in Chapter 22, Planning, Subdivision of Land and Zoning, Title 15.2 of the Virginia Code.

(4) The Director of Land Development Services, or the Director's designee(s), may continue to execute and enforce all subdivision and site plan documents, plats and plans, agreements, bonds, letters of credit, escrows and other performance guarantees in the name of the Director of the Department of Public Works and Environmental Services or the Director of

the Department of Environmental Management, as well as in the name of the Director of Land Development Services, as applicable under the circumstances.

(5) The Building Official of Fairfax County, Virginia shall be appointed by the Director of Land Development Services.

(6) The reorganization and separation of the Department of Public Works and Environmental Services into the Department of Public Works and Environmental Services and Land Development Services shall not affect any act done, any penalty incurred or any right established, accrued or accruing on or before July 12, 2017, or any proceeding, prosecution, suit or action pending on that day.

PROPOSED AMENDMENTS
TO
CHAPTER 2 (PROPERTY UNDER COUNTY CONTROL)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, County Property, Section 2-1-1, Work or construction on land dedicated to public use; permit required; exceptions, to read as follows:

Section 2-1-1. Work or construction on land dedicated to public use; permit required; exceptions.

(a) No person shall do work or any construction within or on any land dedicated to public use or title to which is in the name of the Board of Supervisors or the County, unless and until a permit for such has been obtained from the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his agent~~, of the County~~; provided, however, that this shall not apply to the right of way of any street or highway in any system of the ~~Department of Highways of the State~~ Virginia Department of Transportation.

(b) The Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, is hereby authorized to attach such conditions to any permits issued as are necessary to insure safe and proper construction and use of the rights of way or land.

Amend Article 1, County Property, Section 2-1-2, Work or construction on public property; application; plans and specifications, to read as follows:

Section 2-1-2. Work or construction on public property; application; plans and specifications.

No permit required by Section 2-1-1 shall be issued except upon a written application on forms as prescribed by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, submitted together with such plans and specifications of the work or construction proposed to be done as the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, may require.

Amend Article 1, County Property, Section 2-1-5, Work or construction; conformity with standards and specifications adopted by Board of Supervisors required; exceptions, to read as follows:

Section 2-1-5. Work or construction; conformity with standards and specifications adopted by Board of Supervisors required; exceptions.

All work and construction done upon rights of way and land shall be done in conformity with the standards and specifications heretofore and hereafter adopted by the Board of Supervisors for such improvements, utilities or facilities, and such improvements, utilities or facilities shall be inspected by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, to insure compliance with the approved plans and specifications; provided, however, that the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services may permit construction of driveways and other similar such improvements serving no more than three abutting properties when such construction will not interfere with ultimate construction in accord with adopted standards, and when he shall have obtained acknowledgment in writing in form appropriate for recordation of the temporary nature of such less-than-standard improvement.

PROPOSED AMENDMENTS
TO
CHAPTER 4 (TAXATION AND FINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 20, Payment of Taxes, Section 4-20-2, Payment of Department of Public Works and Environmental Services fees and other fees associated with the development process by credit card, by revising it to read as follows:

Section 4-20-2. Payment of ~~Department of Public Works and Environmental Services~~ Land Development Services fees and other fees associated with the development process by credit card.

Pursuant to *Code of Virginia,* Section 58.1-3013, the Director of Finance is authorized to accept payment of development related fees by use of a credit card. A sum not to exceed four (4) percent (4%) of the amount of the fee will be added as a service charge for the acceptance of such card. Such service charge will not exceed the percentage charged to the County by the credit card company. Furthermore, if any credit card transaction is not paid by the credit card company, the cardholder remains liable for the payment the same as if such credit card transaction had not been tendered. The Director of Finance reserves the right to determine the method of payment of any refunds.

PROPOSED AMENDMENTS
TO
CHAPTER 30 (MINIMUM PRIVATE SCHOOL AND CHILD CARE FACILITY STANDARDS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Private Schools, Nursery Schools and Child Care Centers, Section 30-2-1 Annual permit to operate; application and requirements, by revising paragraph (c) to read as follows:

(c) No permit shall be issued or renewed for any private school, nursery school or child care center which has not obtained appropriate approvals from the Fairfax County Zoning Administrator, the Fairfax County Fire Marshal and the Fairfax County Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services; and no permit shall be issued or renewed for any such school, center or facility which is in violation of applicable County ordinances, County regulations or State law which may affect the health and safety of the children who may attend or be present at such school, center or facility.

PROPOSED AMENDMENTS
TO
CHAPTER 61 (BUILDING PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, Administration and Standards, Section 61-1-2, Definitions, by revising the definition of *Building Official*, to read as follows:

Building Official shall mean that individual, or his duly appointed representative, appointed by the Director~~, Department of Public Works and Environmental Services~~ Land Development Services, charged with the administration and enforcement of the USBC, as the Code Official, and the Code of the County of Fairfax, Building, Electrical, Mechanical, Plumbing and Gas Provisions.

Amend Article 2, Fairfax County Board of Building and Fire Prevention Code Appeals, Section 61-2-3, Membership, paragraph (a) to read as follows:

(a) To the extent such persons may be available, the membership of the Board shall consist of individuals as follows:

1. A registered design professional who is an architect; or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work.

2. A registered design professional with structural engineering or architectural experience.

3. A registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

4. A registered design professional with electrical engineering experience; or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

5. A registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

6. A property manager with at least five years experience.

No official, technical assistant, inspector or other employee of the Departments of Public Works and Environmental Services, Land Development Services, Planning and Zoning, or Fire and Rescue shall serve as a member of the Board.

PROPOSED AMENDMENTS
TO
CHAPTER 63 (EXCAVATION AND UTILITY LINE INSTALLATION)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, In General, Section 63-1-7, Administration and enforcement, by revising it to read as follows:

63-1-7. Administration and enforcement.

This Chapter shall be administered and enforced by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his designee who may cause to be performed such tasks and inspections as he may deem reasonably necessary.

Amend Article 3, The Operator, Section 63-3-1, Excavation requirements, paragraph (b) to read as follows:

(b) Horizontal location of utility lines at the site of excavation shall consist of a permanent marking system approved by the Office of Pipeline Safety of the Department of Transportation, or the State Corporation Commission of Virginia, or a temporary marking system approved by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, clearly and definitely indicating the horizontal location of the operator's facilities.

PROPOSED AMENDMENTS
TO
CHAPTER 68.1 (INDIVIDUAL SEWAGE DISPOSAL FACILITIES)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 68.1-1-5, Definitions, by revising the definition of *Building Official* to read as follows:

68.1-1-5. Definitions.

Building Official shall mean that individual, or his duly appointed representative, appointed by the Director~~, Department of Public Works and Environmental Services~~ of Land Development Services, charged with the administration and enforcement of the Virginia Uniform Statewide Building Code and the Code of the County of Fairfax, Building, Electrical, Mechanical, and Plumbing and Gas Provisions.

PROPOSED AMENDMENTS TO CHAPTER 71 (EXPEDITED BUILDING PLAN REVIEW) OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Section 71-1-1, Purpose of Chapter, by revising it to read as follows:

Section 71-1-1. Purpose of Chapter.

The governing body of Fairfax County, Virginia, acting pursuant to the Virginia Code, § 36-105.2, hereby establishes an optional, separate processing procedure for the review of certain building plans. The procedure is called the Expedited Building Plan Review Program, and its purpose is to expedite the County's review of certain qualified building plans, provided such plans meet the requirements of the Virginia Uniform Statewide Building Code. Each component of a plan (i.e., architectural, structural, mechanical, plumbing, and electrical) shall be reviewed by a County-designated peer reviewer prior to submission of the building plan to ~~the~~ Fairfax County ~~Department of Public Works and Environmental Services~~ Land Development Services. Plans reviewed and recommended for submission by County-designated peer reviewers shall qualify for the separate processing procedure.

Amend Section 71-1-2, Definitions, paragraph (2) by revising it to read as follows:

(2) *Building Official* shall mean that individual, or his duly appointed representative, appointed by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, charged with the administration and enforcement of the Virginia Uniform Statewide Building Code (VUSBC) and the Code of the County of Fairfax, Building, Electrical, Mechanical, and Plumbing and Gas Provisions.

PROPOSED AMENDMENTS
TO
CHAPTER 101 (SUBDIVISION PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-1, Procedure, paragraph (1)(B) Notice required, by revising subparagraph (i), to read as follows:

(i) Any person who submits a preliminary subdivision plat, a final subdivision plat when a preliminary subdivision plat and a construction plan are not required, or a construction plan when a preliminary subdivision plat is not required for approval under the provisions set forth in this Section shall submit written proof of notification of all owners of property wholly or partially within 500 feet of the parcel to be subdivided and at least one homeowners' or civic association within the immediate area as approved by ~~the Department of Public Works and Environmental Services~~ Land Development Services. Such notice shall include notice to owners of properties wholly or partially within 500 feet which lie in an adjoining county or municipality. This notification must be to a minimum of 25 property owners other than the owner of the parcel to be subdivided. If there are fewer than 25 different owners of property wholly or partially within 500 feet of the subject property, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than 25 properties.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum requirements, by revising the introduction to read as follows:

The following shall be considered desirable minimum requirements and may be varied or waived only in specific cases by the County Executive or, only in the case of specific requests to waive the public street frontage requirement, by the Board of Supervisors; such variance or waiver may be granted with or without conditions only upon a finding, after consideration of a recommendation from the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services subsequent to the notice provisions contained in ~~Section~~ Paragraph 101-2-2(19) herein, or in the case of a specific request to waive the public street frontage requirement, after notice of the public hearings has been sent as provided below, that the waiver or variance of any minimum requirement will not adversely affect adequacy of provisions for those items set forth in Section 101-2-2; provided however, that lots in the R-A, R-P, R-C, or R-E Districts which were created on private streets shall be ineligible for a waiver of the requirement that all parcels shall front on dedicated recorded public streets for any subsequent divisions or redivisions under the Subdivision Ordinance. In the case of a specific request to waive the public street frontage requirement, the Board of Supervisors may grant such a waiver provided the private street which provides access to the application property has been constructed and recorded among the Fairfax County land records on or before June 28, 1993 and provided further that such waiver is in conformance with the applicable recommendations of the

Comprehensive Plan. A lot shall not be eligible for a waiver of public street frontage requirements unless:

1. The requirements of the Subdivision Ordinance pose an unusual hardship not generally shared by other landowners, and
2. The waiver will result in a lot or lots that will be harmonious with and will not adversely affect neighboring properties.

A waiver of public street frontage requirements shall allow no more than one additional lot to be created. The waiver shall be recorded in the land records and shall state that further division of the property by waiver of the public street frontage requirement is precluded.

A waiver of public street frontage requirements may be granted by the Board of Supervisors only following a public hearing before the Planning Commission and the Board of Supervisors and after comment by relevant public safety, land use, and transportation agencies. Notice of such public hearings shall consist of certified letters, return receipt requested, postmarked at least ten (10) working days prior to the Planning Commission public hearing, sent by the applicant to all owners of property abutting and immediately across the street from the parcel to be subdivided and which notice shall advise the recipient of the dates, times and location of the public hearings. Such notice shall also be sent by the applicant to all owners of property on the private street ("affected owners"), civic associations contiguous to affected owners and on file with ~~the Department of Public Works and Environmental Services~~ Land Development Services, and the appropriate district council as designated by the Department. The Planning Commission will provide its recommendation on the proposed waiver to the Board of Supervisors within 60 days of the public hearing before the Planning Commission unless that time limit is waived by the Board of Supervisors.

An application for a waiver or variance shall be deemed to be an acceptance by the applicant that the time period within which the submitted subdivision plat must be acted upon will be stayed until the decision on the pending application for waiver or variance has become final. When a request to vary or waive a requirement of the Subdivision Ordinance is submitted, except for requests to waive the public street frontage requirement, the recommendation of the Director shall not be made for thirty (30) days after notice of the application has been provided pursuant to Chapter 101, Section 101-2-2(19). Interested parties may file written comments which shall become part of the record and considered by the Director prior to his recommendation to the County Executive. The County Executive or the Board of Supervisors, as the case may be, may require, as a condition of any variance or waiver pursuant to this Section, dedication of right-of-way or construction of road improvements or an agreement to dedicate and/or construct such improvements as may now or in the future be reasonably required to assure the adequate provision of the requirements of this Section. Any person aggrieved by the County Executive's decision to grant or deny a variance or waiver pursuant to this Section may appeal such decision to the Board of Supervisors. Appeals of the County Executive's decision concerning any amendment to a previously granted variance or waiver shall relate to that amendment only, and shall not be brought with regard to any other decisions of the County Executive previously subject to appeal. All appeals shall be brought within ten (10) working days of the decision at issue and shall be made by submitting a written statement of appeal to the County Executive and

to the Clerk of the Board. All written statements of appeal shall include the following information: The name(s) and address(es) of the appellant(s); the date of the County Executive's decision; the date of the appeal; the interest of the appellant(s) in the action; and the statute, ordinance, standard or requirement which the appellant(s) believe has been violated by the County Executive.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum requirements, by revising paragraph (16) Soil Identification and Soil Report, subparagraph (G) to read as follows:

(G) The following note will be placed on the final subdivision plat where a soil report was required. "Engineering geology and/or soil reports have been reviewed and approved by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services for the property described herein and are available for review at ~~the Department of Public Works and Environmental Services~~ Land Development Services. Site conditions are of such a nature that land slippage or foundation problem possibilities required the submittal of soil reports. A copy of said soil report is available at ~~the Department of Public Works and Environmental Services~~ Land Development Services."

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum requirements, by revising paragraph (19) Variance or waiver (notice required) to read as follows:

(19) *Variance or waiver (notice required).*

(A) Any person who submits a request for a variance or waiver of the minimum requirements as set forth in this Section shall submit written proof of notification of all owners of property abutting and immediately across the street from the parcels to be subdivided. This notification must be to a minimum of five (5) property owners other than the owner of the parcel to be subdivided, one (1) civic association within the immediate area as approved by ~~the Department of Public Works and Environmental Services (DPWES)~~ Land Development Services (LDS) and to the appropriate district council as designated by ~~DPWES~~ LDS and will include adjacent property owners where there are fewer than five (5) property owners abutting and across the street. Notice shall be sent to the last known address of the owner(s) as shown in the current Real Estate Assessment files. All written notice shall be sent by certified mail, return receipt requested.

(B) The written notification required in Paragraph (A) shall include the tax map reference number, the street address of the parcel, the preliminary subdivision plat, final subdivision plat, or construction plan name and County identification number and shall state that: (1) A request for a variance or waiver of the minimum requirements contained in Section 101-2-2 of the Subdivision Ordinance of Fairfax County has been submitted to ~~the Department of Public Works and Environmental Services~~ Land Development Services and the nature of the variance or waiver request (summarize the requested variance or waiver); (2) persons wishing to be notified of the approval of the variance or waiver should submit a written request to that effect to the County Office identified in the notice; (3) the address and telephone number of the County

Office where a copy of the variance or waiver request may be reviewed; (4) the variance or waiver request is subject to approval after the expiration of thirty (30) days after the postmark date of the notice unless releases are executed by all property owners, the local civic association, and the district council required to be notified; and (5) if releases are executed by all property owners, the local civic association, and the district council required to be notified, the waiver or variance may be approved sooner than thirty (30) days after the postmark date of the notice.

(C) No waiver or variance shall be approved within thirty (30) days following the postmark date on the white receipts for the certified mailings unless releases are executed by all property owners, the local civic association, and the district council required to be notified. If releases are executed by all property owners, the local civic association, and the district council required to be notified, the waiver or variance may be approved sooner than thirty (30) days after the postmark date on the white receipts for the certified mailings. The original executed releases shall be submitted to the Director on a standard form available from the Director.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-5, Final subdivision plat, by revising paragraph (c)(3) to read as follows:

(3) A boundary survey of the site, with a maximum permissible error of closure within the limit of one in 20,000, related to the Virginia Coordinate System of 1983 (VCS 83) North Zone. Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in feet. If a conversion from meters to feet is necessary, the foot definition used for conversion is the U.S. Survey Foot of 1 ft. = 1200/3937 E+00 meters. Plats may be related to true north or meridian of record for properties located more than 1.24 miles (2.0 kilometers) from one or both of the two (2) nearest VCS 83 monuments, with distance measured along a straight line from each monument to the closest point on the property boundary. Plats for subdivisions creating no more than two (2) lots may be related to true north or meridian of record. Plats referenced to VCS 83 shall be annotated as follows: "The plat of the property shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field run boundary and horizontal control survey that ties this boundary to the Fairfax County Survey Monument (insert number and name of monument and show combined grid and elevation factor) or NOAA/NGS Survey Monument (insert PID number and designation with the combined scale factor)." It is the surveyor's responsibility to ascertain the existence of VCS 83 control monuments to be utilized in their surveys. Assistance will be provided by the ~~Land Survey Branch, Construction Management Division, DPWES~~ County Surveyor, Department of Public Works and Environmental Services, to the extent of granting access to ~~their~~ County records on VCS 83 control data. If using a GPS Static, or Virtual Reference System for deriving horizontal and/or vertical control, coordinates must be stated in VCS 83, North Zone, U.S. Survey Foot units, with NGVD 1929 vertical datum and so stated in the above format.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-5, Final subdivision plat, by revising paragraph (d)(6) to read as follows:

(6) The subdivider or developer shall be entitled to periodic partial releases and final complete release of any bond, escrow, letter of credit, or other performance guarantee required in support of the obligation to construct the facilities covered by such performance guarantee. For

purposes of partial and final complete releases, as provided for in *Virginia Code* §§ 15.2-851.1 and 15.2-2245 and the Public Facilities Manual, the designated administrative agency shall be ~~the Department of Public Works and Environmental Services~~ Land Development Services and all notices, requests and correspondence required under that statute shall be sent to the Director.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-6, Condominium conversion and cooperative conversion documents, by revising paragraph (b) to read as follows:

(b) *Notification to tenants.* The formal notice required to be given to tenants pursuant to Sections 55-79.94(B) and 55-487(A), Virginia Code, 1950, as amended, shall include a statement informing the tenants of the filing of the documents and information required by Sections 55-79.89, and 55-498, Virginia Code, 1950, as amended, with the Virginia Real Estate Commission and the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services and that said documents and information are available for inspection during normal business hours at such County offices as may be designated by the Director.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-5, Initiation of Pro Rata Road Reimbursement Districts by revising it to read as follows:

Section 101-3-5. Initiation of Pro Rata Road Reimbursement Districts.

A Pro Rata Road Reimbursement District may be initiated pursuant to this Article either by motion of the Board of Supervisors or by the filing of a petition with the Director, Department of Transportation and a copy with the Director, ~~Department of Public Works and Environmental Services~~ Land Development Services by a subdivider or developer who has constructed substantial public road improvements under permits issued after July 1, 1988, which serve an area having related traffic needs. If initiated by motion of the Board, the initial subdivider or developer who would receive the pro rata road reimbursement payments should a district be adopted shall provide staff with the Submission Requirements contained in Section 101-3-7.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-8, Calculation of pro rata road reimbursement payments, by revising paragraph (i)(2) to read as follows:

(2) The required pro rata road reimbursement payments for all uses within the District shall be the sum of the adopted pro rata reimbursement rate, as adjusted above, multiplied by the number of vehicle trips per day estimated to be generated for each use based upon the ITE Trip Generation Manual, provided, however, that trip generation estimates which are lower than those set forth in the ITE Trip Generation Manual may be used if the Director of the Department of Transportation concludes that such lower trip generation rates more accurately reflect the traffic expected to be generated by a particular use. Any such request shall be submitted by the owner of the property which is the subject of a proposed subdivision or site plan at the time the subdivision plat/site plan is filed with ~~the Department of Public Works and Environmental Services~~ Land Development Services, with the original of the request being submitted to the Director of the Department of Transportation, and a copy being submitted to ~~the Department of Public Works and Environmental Services~~ Land Development Services with the subdivision

plat/site plan. Any such request shall also include evidence that such owner has provided the initial subdivider or developer with a copy of the request, and has informed the initial subdivider or developer that responses to the request must be filed with the Director of the Department of Transportation and ~~the Department of Public Works and Environmental Services~~ Land Development Services within thirty (30) days of the filing of the request.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-9, Adoption of Pro Rata Road Reimbursement Districts, by revising paragraph (a) to read as follows:

(a) Upon receipt of a petition requesting the establishment of a Pro Rata Road Reimbursement District including all submission requirements, staff of the Department of Transportation will evaluate the request, assisted by staff of ~~the Department of Public Works and Environmental Services~~ Land Development Services, the Department of Planning and Zoning and such other staff as may be necessary.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-11, Payment of pro rata road reimbursements, by revising paragraph (g) to read as follows:

(g) In order to be entitled to continue to receive pro rata road reimbursement payments, the initial subdivider or developer must give written notice by certified mail to the Directors of ~~the Department of Public Works and Environmental Services~~ Land Development Services and the Department of Planning and Zoning of any change in his mailing or street addresses from the date of adoption of the District. If the initial subdivider or developer has designated an agent for the purposes of receiving pro rata road reimbursement payments and signing notarized certifications pursuant to paragraph (b) above, then either the agent or the initial subdivider or developer must give such written notice of any change in the mailing or street addresses of the agent from the date of adoption of the District. Failure to give the written notice as required herein within thirty (30) days of such change may cause the initial subdivider or developer to forfeit pro rata road reimbursement payments collected or due after such change

Amend Article 5, Definitions, Section 101-4-1, Definitions, by revising paragraph (4) to read as follows:

(4) Director shall mean the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his agent.

PROPOSED AMENDMENTS
TO
CHAPTER 102 (STREETS AND SIDEWALKS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-1, Numbering of properties and buildings; uniform numbering system adopted, by revising it to read as follows:

Section 102-1-1, Numbering of properties and buildings; uniform numbering system adopted.

A uniform system of numbering properties and principal buildings, as shown on the map identified by the title "Official Street Names and Property Numbering Atlas," which is filed in the office of the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, is hereby established. This atlas and all explanatory matters thereon is hereby adopted and made a part of this Article.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-2, Maintenance of numbering system, by revising it to read as follows:

Section 102-1-2, Maintenance of numbering system

The Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services shall be responsible for maintaining the numbering system, being guided by the provisions of Section 101-1-1.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-3, Assignment of numbers; compliance; separate number; posting, by revising paragraphs (a) and (e) to read as follows:

(a) All properties or parcels of land within the limits of the County shall hereafter be identified by reference to the uniform numbering system adopted by section 102-1-1; provided, all existing numbers of property and buildings not now in conformity shall be changed to conform to the system herein adopted within 30 days from the date of notification of nonconformity by the office of the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

.

.

.

(e) Numbers will be assigned at intervals determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services. Direction of streets will also be determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

.
.
.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-4, Enforcement of numbering system, by revising paragraphs (a) and (c) to read as follows:

(a) Whenever the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services has reason to believe that there has been a violation of any provision of Section 102-1-3(a), (b) or (c), he may give notice of such violation to the person failing to comply with any such provision and order said person to take such corrective measures as are necessary within 30 days from the date of notification.

.
.
.

(c) If such person fails to comply with the order issued pursuant to this Section, the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services may initiate such actions as are necessary to terminate the violation, including obtaining criminal warrants, applying to courts of competent jurisdiction for injunctive relief, or any other appropriate action.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-6, Numbers to be assigned to each proposed lot, tract and subdivision lots, by revising it to read as follows:

Section 102-1-6 Numbers to be assigned to each proposed lot, tract and subdivision lots.

Numbers will be assigned to each proposed lot or tract on the Surveyor's and the County's copies of preliminary subdivision plats by ~~the office of~~ the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-7, Procurement of number prerequisite to issuance of building permit and final approval of buildings under construction or repair, by revising it to read as follows:

Section 102-1-7 Procurement of number prerequisite to issuance of building permit and final approval of buildings under construction or repair.

No building permit shall be issued for any structure until the owner or developer has procured from the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services the official number of the premises. Final approval of any structure erected or repaired after the effective date of this Section shall be withheld until permanent and proper numbers have been affixed to such structure in accordance with the requirements of Section 102-1-3.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-8, Records of assigned numbers, by revising it to read as follows:

Section 102-1-8 Records of assigned numbers.

The ~~office of the~~ Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services shall keep a record of all numbers assigned under Section 102-1-3.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-9, Street names; adoption; changes, by revising it to read as follows:

Section 102-1-8 Street names; adoption; changes.

Street names as shown on the atlas identified by the title "Official street names and property numbering atlas" are hereby declared the official names of such streets unless officially changed by subsequent action of the Board of Supervisors after referral to ~~the office of~~ the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

Amend Article 2, Definitions, Section 102-2-1, Definitions, Section 102-2-1 Street names; adoption; changes, by revising paragraph (a)(1) it to read as follows:

(1) *Director ~~of the Department of Public Works and Environmental Services~~* shall mean the Director of ~~the Department of Public Works and Environmental Services of Fairfax County, Virginia~~ Land Development Services, or his duly authorized agent.

PROPOSED AMENDMENTS
TO
CHAPTER 103 (AIR POLLUTION CONTROL)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 3 Regulations, Section 103-3-12 Air pollution episode system, by revising paragraph (b)(3)(B)(iii) to read as follows:

(iii) The Director shall advise the County Executive who shall direct the Directors of the Department of Public Works and Environmental Services, Land Development Services, and the Department of Transportation and the Chief of the Police Department and the Fire Marshal to take appropriate actions within their power, to help abate the level of air pollution.

PROPOSED AMENDMENTS
TO
CHAPTER 104 (EROSION AND SEDIMENTATION CONTROL)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1 Purpose and Administration, Section 104-1-7 Definitions, by revising paragraph (i) to read as follows:

(i) *Director* means the Director of ~~the Department of Public Works and Environmental Services,~~ Land Development Services or his/her agent.

Amend Article 2 Debris Landfill, Section 104-2-3 Definitions, by revising paragraph (b) to read as follows:

(b) *Director* shall mean the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his/her agent.

Amend Article 2 Debris Landfill, Section 104-2-4 Debris landfill permit, by revising paragraph (d) to read as follows:

(d) Any person who has received the appropriate Land Use approval for the operation of a debris landfill, as that term is defined by Section 104-2-3 of this Code, shall submit a Design Plan to the Director, in conformance with the standards defined in Article 1 of this chapter and the *Public Facilities Manual*. The Director, after receiving the recommendations of the Health Department and the Department of Public Works and Environmental Services shall approve or disapprove, with reasons therefor, the Design Plan within forty-five (45) days of the date of submission.

PROPOSED AMENDMENTS
TO
CHAPTER 107 (PROBLEM SOILS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2 Definitions, Section 107-2-1 Definitions, by revising paragraphs (a) and (j) to read as follows:

(a) *Director* means the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or designated agent.

.

.

.

(j) *Problem Soils* shall mean landslide susceptible soils, shrinking and swelling soils, soils with high water table conditions, soils containing hazardous material, buried waste sites, uncompacted and undocumented man-placed fills, and earthen structures that would require special precautions for safety during and after construction activity. Problem soils include areas of Marumsco soils, "marine clays", Class III soils, and Class IV soils, as shown and/or identified on the official map adopted by the Board of Supervisors or any other soil as determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

.

.

.

PROPOSED ZONING ORDINANCE AMENDMENT
CHAPTER 112 OF THE FAIRFAX COUNTY CODE

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of June 6, 2017, and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 2, Interpretations, Sect. 20-200, Interpretations, by revising Par. 9 to read as follows:

For the purpose of this Ordinance, certain words and terms are to be interpreted as follows:

9. The terms 'Board of Supervisors', 'Planning Commission', 'Board of Zoning Appeals', 'County Executive', 'Director of ~~the Department of Public Works and Environmental~~ Land Development Services', 'Zoning Administrator', 'Health Officer' and other similar offices shall mean the respective Boards, Commissions, and Officers of Fairfax County and/or their duly authorized agents. The use of the term 'Board' shall always mean the Board of Supervisors; the use of the abbreviation 'BZA' shall always mean the Board of Zoning Appeals; the use of the term 'Director' shall always mean the Director of ~~the Department of Public Works and Environmental~~ Land Development Services or duly authorized agent; and the use of the abbreviation 'WMATA' shall always mean the Washington Metropolitan Area Transit Authority.

Amend Article 2, General Regulations, Part 8, Affordable Dwelling Unit Program, as follows:

- **Amend Sect. 2-803, Developments Exempt From the Affordable Dwelling Unit Program, by revising Par. 5 to read as follows:**

Notwithstanding the provisions of Sect. 802 above, the requirements of this Part shall not apply to the following:

5. Site plans filed and preliminary subdivision plats approved on or before July 31, 1990; provided such site plan is approved within twenty-four (24) months of the return of the initial submission to the applicant or agent, a building permit(s) for the structure(s) shown on the approved site plan is issued in accordance with Par. 1 of Sect. 17-110 of this Ordinance and provided further that the structure(s) is in fact constructed in accordance with such building permit(s); and provided such preliminary plat is

approved and a final plat is approved and recorded in accordance with the provisions of Chapter 101 of The Code, Subdivision Ordinance.

Site plans filed or preliminary subdivision plats approved on or before July 31, 1990 for developments not exempt under Paragraphs 2, 3 or 4 above may, at the owner's option, be revised or resubmitted, as the case may be, in order to comply with the requirements of this Part. Such revision or resubmission shall be processed expeditiously by ~~the Department of Public Works and Environmental~~ Land Development Services in accordance with the provisions of Par. 4 of Sect. 802 above:

- **Amend Sect. 2-814, Affordable Dwelling Unit Advisory Board, by revising Par. 1C(4) to read as follows:**

1. The Affordable Dwelling Unit (ADU) Advisory Board shall consist of nine (9) members appointed by the Board of Supervisors. Members shall be qualified as follows:

C. Four members shall consist of:

(4) A representative from either the Fairfax County ~~Department of Public Works and Environmental~~ Land Development Services or the Department of Planning and Zoning.

Amend Article 7, Overlay and Commercial Revitalization District Regulations, Part 8, Water Supply Protection Overlay District, Sect. 7-808, Use Limitations, by revising Par. 3 to read as follows:

In addition to the use limitations presented in the underlying zoning district(s), the following use limitations shall apply:

3. Such information shall be referred to ~~the Department of Public Works and Environmental~~ Land Development Services for review in accordance with the provisions of Chapter 67.1 of The Code and other applicable laws and ordinances. When deemed appropriate, the Director of ~~the Department of Public Works and Environmental~~ Land Development Services may furnish a copy of the application and information to the Virginia Department of Environmental Quality and other appropriate agencies.

Amend Article 11, Off-street Parking and Loading, Private Streets, Part 2, Off-street Loading, Sect. 11-202, General Provisions, by revising Par. 10 to read as follows:

10. All off-street loading areas shall comply with such geometric design standards as may be defined by ~~the Department of Public Works and Environmental~~ Land Development Services; but in no event shall the required dimensions be less than fifteen (15) feet wide, twenty-five (25) feet long and fifteen (15) feet high, except that where one (1) such loading space has been provided, any additional loading space lying alongside, contiguous to, and not separated from such first loading space need not be wider than twelve (12) feet.

Amend Article 18, Administration, Amendments, Violations and Penalties, Part 1, Administration, Sect. 18-101, Enforcement of Ordinance, by revising Par. 2 to read as follows:

2. In the administration of the provisions of this Ordinance, the Zoning Administrator shall be assisted by the following officers, departments, committees, agencies and boards:

   A. ~~The Department of Public Works and Environmental~~ Land Development Services.

   B. The boards, commissions, and committees as established in Article 19 or others as may be created by the Board.

   C. Such additional officers, departments, agencies, committees, and boards of the County, State and Federal governments as shall be specified and referred to under the various Sections of this Ordinance.

Amend Article 19, Boards, Commissions, Committees, as follows:

- **Amend Part 5, Tree Commission, Sect. 19-501, Purpose, to read as follows:**

  The purpose of the Tree Commission shall be to provide advice to the Board of Supervisors, based on an annual reevaluation of the experience of the administration and implementation of the provisions set forth in Chapter 104 of The Code and Article 13 of this Ordinance relating to vegetation preservation and planting; to provide leadership in developing an understanding of the objectives and methods of tree conservation; and to assist the Urban Forestry Branch of the Department of Public Works and Environmental Services and Land Development Services in the development and maintenance of technical specifications and guidelines.

- **Amend Part 6, Geotechnical Review Board, as follows:**

  - **Amend Sect. 19-601, Purpose, to read as follows:**

    The purpose of the Geotechnical Review Board shall be to analyze soils reports and associated plans located within areas of problem soils and to give advice and recommendations to the Director of ~~the Department of Public Works and Environmental~~ Land Development Services concerning these areas.

  - **Amend Sect. 19-603, Membership, by revising Par. 3 to read as follows:**

    3. Members of the GRB shall be compensated at the rate determined by the Board of Supervisors for work performed in connection with the review of projects assigned by the Director of ~~Public Works and Environmental~~ Land Development Services.

- **Amend Sect. 19-604, Officers, to read as follows:**

The Director of ~~Site Development~~ Land Development Services shall serve as Secretary and shall be a non-voting member.

- **Amend Sect. 19-605, Meetings, to read as follows:**

Meetings shall be held at the request of the Director of ~~the Department of Public Works and Environmental~~ Land Development Services.

- **Amend Sect. 19-606, Records, to read as follows:**

The records and soils reports for all meetings and correspondence for the GRB shall be maintained in the Office of the Director of ~~Site Development~~ Land Development Services.

- **Amend Sect. 19-607, Powers and Duties, to read as follows:**

The GRB shall review reports, plans and specifications submitted to the Director of ~~Public Works and Environmental~~ Land Development Services in accordance with the provisions of Article 17 of this Ordinance, the Public Facilities Manual, and Chapters 101 and 107 of The Code. The GRB shall recommend approval, approval with modifications or disapproval of said plans and specifications, which recommendations shall not be binding upon the Director of ~~Public Works and Environmental~~ Land Development Services. Its review shall be limited to geotechnical aspects and foundation design.

PROPOSED AMENDMENTS
TO
CHAPTER 117
(EXPEDITED LAND DEVELOPMENT REVIEW)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Section 117-1-2 Criteria for participation in Plans Examiner Program, by revising paragraph (b)(2) to read as follows:

(2) *Board of Supervisor's specified program:* Successful completion of an educational program conducted under the auspices of a state institution of higher education comprised of four college-level land development courses developed by the Engineers and Surveyors Institute (ESI), ~~the Department of Public Works and Environmental Services (DPWES)~~ Land Development Services (LDS), and the Virginia Department of Transportation (VDOT). The instructors in the educational program shall consist of persons in the private and public sectors who are qualified to prepare land development plans. The educational program shall include the comprehensive and detailed study of County ordinances and regulations relating to plans and how they are applied.

Amend Section 117-1-4 Procedure for expedited review, by revising it to read as follows:

Section 117-1-4. - Procedure for expedited review.

The separate processing system may include a review of selected or random aspects of plans as determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services rather than a detailed review of all aspects; however, it shall also include periodic detailed review of plans prepared by persons who qualify for the system.

PROPOSED AMENDMENTS
TO
CHAPTER 118
(CHESAPEAKE BAY PRESERVATION ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions and Definitions, Section 118-1-6, Definitions, by revising paragraphs (b) and (h) to read as follows:

(b) *Applicant* means a person who has submitted a plan of development to ~~the Department of Public Works and Environmental Services~~ Land Development Services or an exception request to the Director.

(h) *Director* means the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

Amend Article 1, General Provisions and Definitions, Section 118-1-9, Chesapeake Bay Preservation Area boundaries, by revising paragraph (d)(1) to read as follows:

(1) RPAs shall include any land characterized by one or more of the following features:

Any person who submits an RPA boundary delineation study for the purpose of reclassifying a water body from perennial to intermittent shall submit written proof of notification (copy of written notification letter and white receipts for certified mailings) of all owners of property abutting and immediately across the street from the parcel(s) containing the water body being studied and a minimum of one homeowners' or civic association within the immediate vicinity as approved by ~~the Department of Public Works and Environmental Services~~ Land Development Services. Such notice shall include notice to owners of properties abutting and immediately across the street which lie in an adjoining county or municipality. This notification must be to a minimum of ten property owners other than the owner of the parcel for which the study is prepared. If there are fewer than ten different owners of property abutting and immediately across the street from the subject property, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than ten properties. Notice shall be sent to the last known address of the owner(s) as shown in the current Real Estate Assessment files. Notice to homeowners' or civic associations shall be sent to the registered address kept on file with the State Corporation Commission, or if none is on file, to the address kept on file by the County Office of Public Affairs. All written notice shall be sent by certified mail, return receipt requested.

Amend Article 1, General Provisions and Definitions, Section 118-1-9, Chesapeake Bay Preservation Area boundaries, by revising paragraph (d)(7)(i) to read as follows:

(i) A notice of intent to submit a study for a reclassification of a water body depicted on the County's map of Chesapeake Bay Preservation Areas from perennial to intermittent has been

submitted to ~~the Department of Public Works and Environmental Services~~ Land Development Services;

Amend Article 6, Exceptions, Section 118-6-3, Required Notice for Public Hearings, by revising paragraph (c) to read as follows:

(c) Written notice to adjacent property owners: For applications to be heard by the Exception Review Committee, the applicant shall send written notice to all owners of property abutting and immediately across the street from and within 500 feet of the subject property and one homeowner association or civic association within the immediate area as approved by ~~the Department of Public Works and Environmental Services~~ Land Development Services. Such notice shall include notice to owners of properties abutting and immediately across the street and within 500 feet of the subject property which lie in an adjoining county or city. If such notice does not result in the notification of five different property owners, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than five properties. Notice shall be sent to the last known address of the owner(s) as shown in the current Real Estate Tax Assessment files. Notice to homeowner associations or civic associations shall be sent to the registered office address kept on file with the State Corporation Commission. The applicant shall send a copy of the notification letter to the Board Member in whose district the subject property is located on the same date the abutting property owners are notified. All written notice shall be sent by certified mail, return receipt requested, and postmarked not less than 15 days prior to the hearing as evidenced by the postmark date on the white receipts for the certified mailings. Written notice shall include the tax map reference number, the street address of the parcel, the date, time and place of the hearing, and the nature of the matter before the Exception Review Committee. A party's actual notice of, or participation in, the proceedings for which the written notice is required shall waive the right of that party to challenge the validity of the proceeding due to failure of the party to receive the written notice required.

Amend Article 8, Appeals, Section 118-8-1, Procedures, by revising paragraphs (a) and (c) to read as follows:

(a) An applicant aggrieved by any decision of the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or the Director of the Department of Health in the administration of this Chapter may, within 15 days of such decision, appeal the decision to the Board of Supervisors.

.

.

.

(c) Such appeal shall be filed with the Clerk to the Board of Supervisors and shall state with specificity the provisions of this Chapter which the applicant alleges to have been violated by the decision and the reasons therefore. A copy of the appeal shall also be delivered to the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services within such 30-day period.

.

.

PROPOSED AMENDMENTS
TO
CHAPTER 119 (GRASS OR LAWN AREA)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Definitions, Section 119-2-1, Definitions, by revising paragraph (c) to read as follows:

(c) *Director:* The word "Director" shall mean the Director of the Department of ~~Public Works and Environmental Services~~ Code Compliance or his designee.

ATTACHMENT 2R

PROPOSED AMENDMENTS
TO
CHAPTER 122
(TREE CONSERVATION ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 122-1-6, Administration, by revising it to read as follows:

The Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services shall be responsible for the administration and enforcement of this Chapter.

PROPOSED AMENDMENTS
TO
CHAPTER 124
(STORMWATER MANAGEMENT ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 124-1-5, Definitions, by revising the following definitions to read as follows:

"Department" means ~~the Department of Public Works and Environmental Services~~ Land Development Services.

"Director" means the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his designee.

PROPOSED AMENDMENTS
TO
APPENDIX A
(FLOOD PLAINS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend the introductory paragraph by revising it to read as follows:

The maps and studies cited below depict areas designated as floodplain by Fairfax County. They represent only a portion of the total area of Fairfax County that satisfies the definition of floodplain in Article 20 of the Zoning Ordinance. Floodplain studies prepared in accordance with the provisions of the Public Facilities Manual which propose changes to the flood elevations and/or flooding limits shown on these maps and studies cited below may be approved by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services if physical changes have occurred which have rendered these maps inaccurate or if physical changes are proposed within the existing floodplain which meet the provisions of Part 2-900 of the Zoning Ordinance.

PROPOSED AMENDMENTS
TO
APPENDIX Q
(LAND DEVELOPMENT SERVICES FEE SCHEDULE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend introductory paragraph by revising it to read as follows:

This fee schedule establishes the fees charged, by Land Development Services~~,~~ ~~Department of Public Works and Environmental Services~~ and the Fire Marshal, for building and site development activities pursuant to the authority granted by §§ 15.2-2241(A) (9), 15.2-2286(A)(6), 62.1-44.15:54(J), 36-98.3, 36-105, 62.1-44.15:28(A) and 62.1-44.15:29 of the Code of Virginia and Chapters 2 (Property Under County Control), 61 (Building Provisions), 64 (Mechanical Provisions), 65 (Plumbing and Gas Provisions), 66 (Electrical Provisions), 101 (Subdivision Ordinance), 104 (Erosion and Sediment Control Ordinance), 112 (Zoning Ordinance), and 124 (Stormwater Management Ordinance) of the Code of the County of Fairfax, Virginia (the Code).

Board Agenda Item
July 11, 2017

4:00 pm -

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Planned Residential Mixed Use (PRM) District – Use Limitations for Submission of Final Development Plan

ISSUE:
The proposed Zoning Ordinance Amendment will encourage, but not require, the concurrent filing of a Final Development Plan with the Conceptual Development Plan for a rezoning to the PRM District. This issue has been identified by staff as a needed revision to the PRM District to facilitate the submission of larger desirable consolidations of property for developments within areas planned for high density mixed use development.

PLANNING COMMISSION RECOMMENDATION:
On June 21, 2017, the Planning Commission voted 11-0 (Commissioner Keys-Gamarra was absent from the public hearing) to recommend to the Board of Supervisors the adoption of the proposed Zoning Ordinance Amendment regarding the Use Limitations for Submission of Final Development Plans in the PRM District, as set forth in the Staff Report dated May 16, 2017; and that the amendment should take effect at 12:01 a.m. on the day following adoption.

RECOMMENDATION:
The County Executive recommends Board adoption of the proposed Zoning Ordinance Amendment as recommended by the Planning Commission, with an effective date of 12:01 a.m. on the day following adoption.

TIMING:
Board authorization to advertise - May 16, 2017; Planning Commission public hearing on June 21, 2017, at 8:15 p.m.; Board public hearing - July 11, 2017, at 4:00 p.m.

BACKGROUND:
Currently, all rezonings to the PRM District require the concurrent filing of a final development plan (FDP) with the conceptual development plan (CDP) for the entire area subject to the rezoning and the conceptual development plan (CDP). The PRM District is the only district that requires such a concurrent submission of the CDP and FDP, whereas concurrent filing is permitted at an applicant's discretion in the other Planned Development Districts. The concurrent filing requirement resulted from the

desire to ensure that sufficient detail, including urban design elements, was provided to effectively evaluate applications and to ensure that the high standards in design and layout contemplated by the PRM District and the Comprehensive Plan for these areas would be met.

More recently, however, in certain mixed use areas, such as the transit station areas along the Silver Line Metro extension, larger consolidations for multi-building phased development are being proposed. While it is advantageous to have larger consolidations rezoned under a single application, such multi-phased developments typically occur over longer term build-out periods and the designs shown on the FDP may not reflect changes in market conditions, or urban design practices desired at the time of actual development. To address developments with longer term build-out periods, and particularly those that include optional land uses in a given building, it is likely that amendments to the initial FDP will be required to address issues such as land uses and intensity, as well as specific urban design elements. It was specifically for these reasons that the Planned Tysons Corner Urban (PTC) District encourages but does not require filing a concurrent CDP and FDP.

The proposed amendment to Par. 2 of 6-406 will revise the Use Limitations for the PRM District to encourage the concurrent filing of a CDP/FDP, but it will allow an FDP to be filed on a portion of the application property subject to the rezoning and CDP. Staff believes these changes are desirable to permit the FDP review to occur within a timeframe that may be more closely related to the actual development of the buildings and property. This will benefit rezoning applicants by eliminating the need to provide building and site design details potentially years before the site will actually be developed, and then likely need an interpretation or an amendment to reflect the ultimate development.

The proposed amendment also makes an editorial revision to Par. 5 of 16-401 relating to Conceptual Development Plan approval to correct the numerical reference of the submission requirements referenced in this paragraph.

A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 1.

REGULATORY IMPACT:
This proposal will facilitate the implementation of the Comprehensive Plan recommendations for development in mixed use areas by allowing rezoning applicants to select the appropriate zoning district and CDP/FDP process that best suits the circumstance of the application, but it will still require submission of sufficient information to evaluate the proposal's conformance with all applicable regulations and guidelines.

Board Agenda Item
July 11, 2017

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Staff Report, also available at:
http://www.fairfaxcounty.gov/dpz/zoningordinance/proposed/
Attachment 2 – Planning Commission Verbatim Excerpt

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

ASSIGNED COUNSEL:
Laura Gori, Senior Assistant County Attorney

FAIRFAX COUNTY

V I R G I N I A

STAFF REPORT

PROPOSED ZONING ORDINANCE AMENDMENT

Planned Residential Mixed Use District (PRM) – Use Limitations for Submission of Final Development Plan

PUBLIC HEARING DATES

Planning Commission June 21, 2017 at 8:15 p.m.

Board of Supervisors July 11, 2017 at 4:00 p.m.

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

May 16, 2017

LBJ

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

STAFF COMMENT

The proposed Zoning Ordinance Amendment is not currently on the 2016 Priority 1 Zoning Ordinance Amendment Work Program (ZOAWP), but it has been identified by staff as a needed revision to the Planned Residential Mixed Use (PRM) District to facilitate the submission of larger desirable consolidations of property for developments within areas planned for high density mixed use development.

Current Provisions and Background

Under the current PRM District regulations, all rezonings require the submission of a final development plan (FDP) for the entire area concurrent with the rezoning and the conceptual development plan (CDP). The PRM District is the only district that requires such a concurrent submission of the CDP and FDP, whereas concurrent filing is permitted at an applicant's discretion in the other Planned Development Districts.

When the PRM District was adopted in 2001, the intent was to establish a high density residential district that also permitted a mix of non-residential uses for locations designated for such uses and intensities in the adopted Comprehensive Plan. The PRM District was intended as the counterpart to the Planned Development Commercial (PDC) District, which is primarily for high intensity commercial/office uses, but also allows for secondary residential uses. The PRM District, with its minimum district size of only two acres, was intended to accommodate more urban scaled developments, and the thought at the time was that it would consist of one or two buildings on smaller sized parcels primarily in revitalization areas, community business centers and other mixed use activity centers.

As noted in the 2001 Staff Report accompanying the PRM District Amendment, the concurrent CDP/FDP requirement resulted from the desire to ensure that sufficient detail, including urban design elements, was provided to effectively evaluate applications and to ensure that the high standards in design and layout contemplated by the PRM District and the Comprehensive Plan for these areas would be met. The PRM District provisions currently require that the concurrent CDP/FDP illustrate the site and building designs, show integration with adjacent communities, incorporate high standards of urban design, and demonstrate conformance with any specific urban design concepts and streetscape plans set forth in the adopted Comprehensive Plan.

More recently, in certain mixed use areas, such as the transit station areas along the Silver Line Metro extension, as well as the proposed redevelopment of the Huntington Club Condominium in the Huntington Transit Station Area, larger consolidations for multi-building phased development are being proposed. While it is advantageous to have these larger consolidations be rezoned under a single application, such multi-phased developments typically occur over longer term build-out periods and the designs shown on the FDP may not reflect changes in market conditions, or urban design practices desired at the time of actual development. To address developments with longer term build-out periods, and particularly those that include optional

land uses in a given building, it is likely that amendments to the initial FDP will be required to address issues such as land uses and intensity, as well as specific urban design elements. It was specifically for these reasons that the Planned Tysons Corner Urban (PTC) District encourages but does not require filing a concurrent CDP and FDP.

Proposed Amendment

To address this issue with the larger, multi-phased PRM District developments, staff is proposing changes to Par. 2 of Sect. 6-406, Use Limitations, to encourage, but not require the concurrent filing of the CDP and FDP in the PRM District, consistent with how this issue is addressed in the PDC and PTC District. For any such rezoning application that provides only a CDP or a CDP with a partial FDP, the provisions will continue to require that, in addition to the provisions for development plans set forth in Article 16, an applicant must include sufficient detail on the CDP to demonstrate integration of the entire application property into adjacent communities and must demonstrate conformance with the guidelines set forth in the Comprehensive Plan for the entire application property.

Staff believes these changes are desirable to permit the FDP review to occur within a timeframe that may be more closely related to the actual development of the buildings and property. This will benefit rezoning applicants by eliminating the need to provide building and site design details potentially years before the site will actually be developed, and then likely need an interpretation or an amendment to reflect the ultimate development. The proposed changes will enable a developer to select the appropriate zoning district and CDP/FDP process that best suits the circumstance, but still requires that sufficient information be submitted to evaluate the proposal's conformance with all applicable regulations and guidelines. Staff notes that no changes are necessary to the Development Plan provisions of Article 16, nor to the application fee structure set forth in Article 18.

Staff is also recommending an editorial revision to Par. 5 of 16-401 to correct the numerical reference to the section location of the submission requirements for all P Districts except the PRC District that is referenced in this paragraph. The paragraph numbering for the submission requirements was changed when the PTC District was added to the Zoning Ordinance and revising this reference was inadvertently overlooked.

Conclusion

Staff believes the proposed change implements a more prudent approach to obtaining FDP level details for large-scale development proposals in the PRM District and, in the long run, will save both staff and the applicant time and money for review and costs associated with future revisions. As such, staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption.

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of May 16, 2017 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 6, Planned Development District Regulations, by amending Part 4, 6-400 PRM Planned Residential Mixed Use District, Sect. 6-406, Use Limitations, by revising Par. 2 to read as follows:

2. It is encouraged that the ~~A~~ final development plan ~~shall~~ be submitted and approved concurrently with the conceptual development plan for all or a portion of the proposed development. The conceptual and final development plan shall specify the uses and gross floor area for the proposed development and shall provide site and building designs that will integrate with the adjacent communities and complement existing and planned development by incorporating high standards of urban design. The conceptual and final development plan shall also be in general accordance with any specific urban design concept and streetscape plans for the area including the provision of convenient and accessible pedestrian walkways and connections, all as set forth in the adopted comprehensive plan.

Amend Article 16, Development Plans, Part 4, 16-400 Procedures For Review and Approval Of All P Districts Except the PRC District, by amending Par. 5 of Sect. 16-401, Conceptual Development Plan Approval, to read as follows:

5. Subsequent to the public hearing, the Planning Commission shall transmit the conceptual development plan and application to the Board, together with its recommendations as to approval or disapproval. The Planning Commission transmittal shall contain specific recommendations on the submission requirements set forth in ~~Par. 1 through 5 of~~ Sect. 501 below.

County of Fairfax, Virginia
Planning Commission Meeting
June 21, 2017
Verbatim Excerpt

Z. O. Amendment – Zoning Ordinance Amendment (Planned Residential Mixed-Use District, Use Limitations For Submission Of Final Development Plan) – To amend Chapter 112 (the Zoning Ordinance) of the 1976 Code of the County of Fairfax, as follows: amend the Planned Residential Mixed Use (PRM) District by revising the use limitations in Par. 2 of Sect. 6-406 to encourage, but not require the concurrent filing of the Conceptual Development Plan (CDP) and Final Development Plan (FDP) for all or a portion of the proposed development subject to a rezoning; and make an editorial revision to Par. 5 of 16-401 relating to Conceptual Development Plan approval to correct the numerical reference of the submission requirements referenced in this paragraph. (Countywide)

After close of the Public Hearing

Commissioner Hart: Thank you, Mr. Chairman. I want to first thank the Zoning Administrator, Leslie Johnson, for her fine work on this amendment. I also want to thank Mr. Looney and Mr. Murphy for coming out to speak this evening. This amendment makes sense. It makes sense to encourage, but not require a concurrent CDP and FDP where you have a large consolidation. Sometimes we don't need all the details worked out when there's a big enough critical mass and we're going to be dealing with this for several years. It just has to be amended. This is a sensible and logical amendment to the ordinance which has staff's favorable recommendation, in which I concur. Therefore Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS ADOPTION OF THE PROPOSED ZONING ORDINANCE AMENDMENT, REGARDING THE USE LIMITATION FOR SUBMISSION AND FINAL DEVELOPMENT PLANS IN THE PRM DISTRICT, AS SET FORTH IN THE STAFF REPORT DATED MAY 16, 2017, AND THAT THE AMENDMENT TAKE EFFECT AT 12:01 A.M. ON THE DAY FOLLOWING ADOPTION.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Zoning Ordinance Amendment regarding Planned Residential Mixed-Use District Use Limitations for Submission of Final Development Plan, say aye.

Commissioners: Aye.

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

Commissioner Hart: Thank you.

Chairman Murphy: Thank you, Ms. Johnson.

The motion carried by a vote of 11-0. Commissioner Keys-Gamarra was absent from the public hearing.

SL

Board Agenda Item
July 11, 2017

4:30 p.m.

Public Hearing on SEA 79-M-121-02 (Annandale Christian Community for Action Inc. (ACCA, Inc.)) to Amend SE 79-M-121 Previously Approved for an Alternate Use of Public Facilities to Modify Development Conditions and Associated Modifications to Site Design and to Permit Waivers and Modifications in the CRD, Located on Approximately 3.66 Acres of Land Zoned R-4, C-6, SC, HC and CRD (Mason District)

This property is located at 7200 Columbia Pike, Annandale, 22003. Tax Map 71-1 ((4)) 109A1.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 29, 2017, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 79-M-121-02, subject to the proposed development conditions dated June 14, 2017; and
- Approval of a waiver of the interior parking lot landscaping requirement.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kelly Posusney, Planner, DPZ

To Be Deferred to 9/12/17 at 3:30 p.m.

Board Agenda Item
July 11, 2017

4:30 p.m.

Public Hearing on SEA 99-P-046-02 (Flint Hill School) to Amend SE 99-P-046 Previously Approved for a Private School of General Education to Permit the Construction of a Middle School Resulting in an Increase in Enrollment from 700 to 800 and Associated Modifications to Site Design and Development Conditions, Located on Approximately 34.16 Acres of Land Zoned R-1 (Providence District)

This property is located at 10900, 10824, 10816 Oakton Road and 3400, 3320, 3310, 3300, 3308 and 3408 Jermantown Road, Oakton, 22124. Tax Map 47-3 ((1)) 17A, 18, 19, 19A, 20, 20A, 20B, 21A, 22, 22A, 23, 24, 34A, 34B, 34C.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 29, 2017, the Planning Commission voted 11-0 (Commissioner Murphy was absent from the meeting) to defer its public hearing to a date certain of July 27, 2017. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kelly Posusney, Planner, DPZ

Board Agenda Item
July 11, 2017

4:30 p.m.

Public Hearing on PCA/CDPA 2010-PR-021-02 (Capital One Bank (USA), National Association) to Amend the Proffers and Conceptual Development Plan for RZ 2010-PR-021 Previously Approved for Mixed Use, Located on Approximately 24.56 Acres of Land Zoned PTC and HC (Providence District)

This property is located on the East side of Capitol Beltway, North side of Dolly Madison Boulevard, SouthWest side of Scotts Crossing Road, Tysons, 22102. Tax Map 29-4 ((5)) A2.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 29, 2017, the Planning Commission voted 10-0-1 (Commissioner Keys-Gamarra abstained from the vote and Commissioner Murphy was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA/CDPA 2010-PR-021-02, subject to the execution of proffers dated June 29, 2017; and
- Reaffirmation of the waivers and modifications outlined on Page 40 of the staff report.

In a related action, on June 29, 2017 the Planning Commission voted 10-0-1 (Commissioner Keys-Gamarra abstained from the vote and Commissioner Murphy was absent from the meeting) to approve FDPA 2010-PR-021-02, subject to the development conditions contained in Appendix 2 of the staff report, dated June 8, 2017, and subject to the Board of Supervisors' approval of PCA/CDPA 2010-PR-021-02.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Stephen Gardner, Planner, DPZ

Board Agenda Item
July 11, 2017

4:30 p.m.

Public Hearing to Consider Establishing Parking Restrictions on Holly Hill Road (Lee District)

ISSUE:
Public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Holly Hill Road in the Lee District.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Chapter 82 of the Fairfax County Code from parking along the commercial segment of Holly Hill Road from 6:00 p.m. to 9:00 a.m., seven days per week.

TIMING:
The public hearing was authorized on June 6, 2017, for July 11, 2017, at 4:30 p.m.

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

Representatives of the property owners of land along Holly Hill Road contacted the Lee District office requesting a parking restriction on Holly Hill Road from 6:00 p.m. to 9:00 a.m., seven days a week.

This area has been reviewed on several occasions over a period of time in excess of 30 days. Staff has verified that long term parking is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff is recommending a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along the commercial segment of Holly Hill Road from 6:00 p.m. to 9:00 a.m., seven days per week.

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

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

STAFF:
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Attachment I

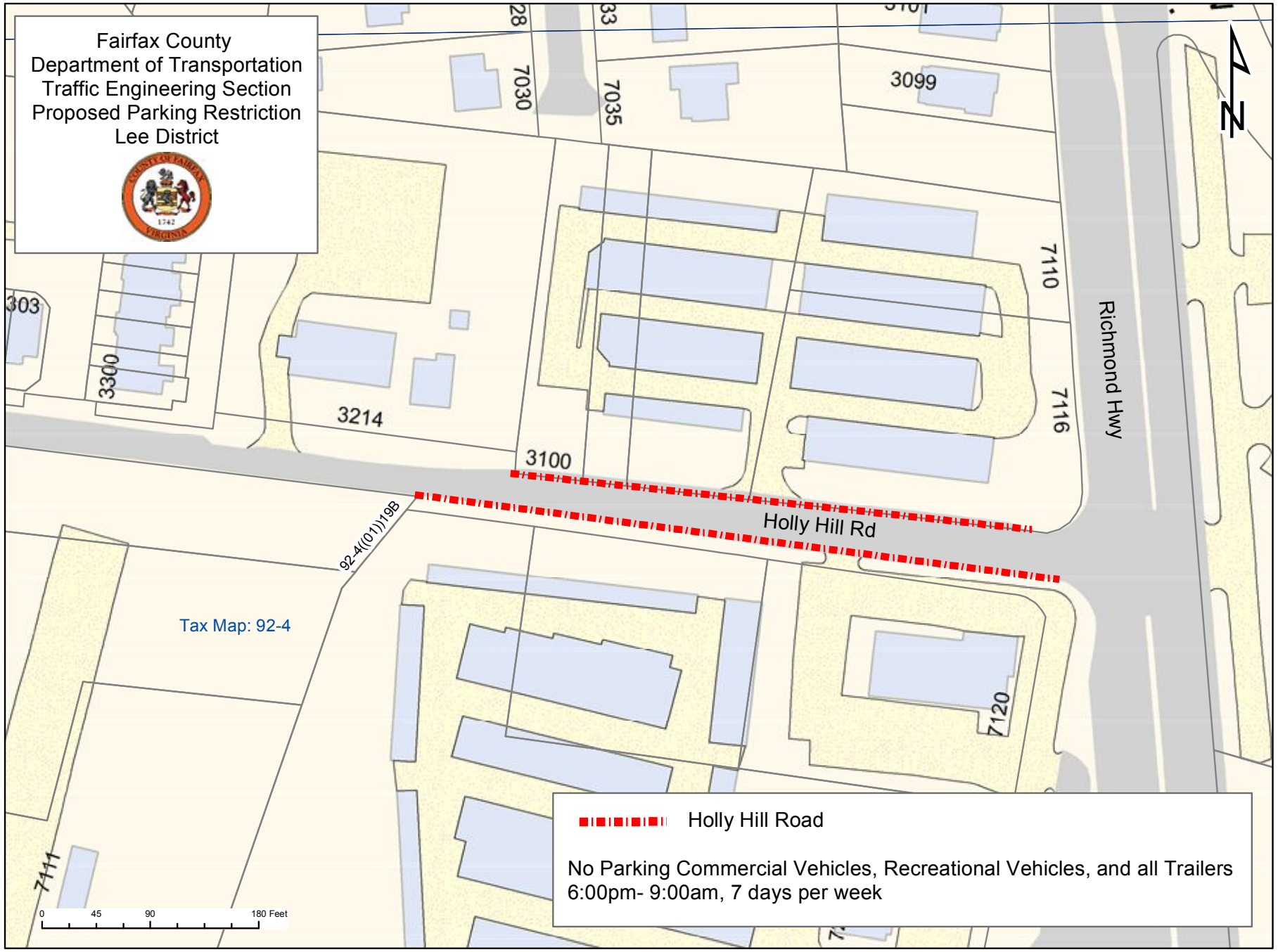
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

Holly Hill Road (Route 1408).
Commercial vehicles, recreational vehicles, and trailers as defined in Chapter 82 of the Fairfax County Code shall be restricted from parking on Holly Hill Road, from Richmond Highway to the western property boundary of 3100 Holly Hill Road, north side; and to the eastern boundary of parcel 92-4((01))19B, south side, from 6:00 p.m. to 9:00 a.m., seven days per week.

Attachment II



Board Agenda Item
July 11, 2017

4:30 p.m. -

Public Hearing on Amendments to Articles 2 and 3 of Chapter 3 of the Code of the County of Fairfax Re: Employees' and Uniformed Retirement Systems – Change in Social Security Offset to Service-Connected Disability Benefits

ISSUE:
Public Hearing on amendments to Articles 2 and 3 of Chapter 3 of the Code of the County of Fairfax, County Employees. These changes to the Employees' and Uniformed Retirement Systems revise service-connected disability retirement benefits by changing the reduction based on Social Security benefits from 10% to 5% of Social Security benefits.

RECOMMENDATION:
The County Executive recommends that the Board approve amendments to the Employees' and Uniformed Retirement Systems for the purpose of changing the level of service-connected disability benefits. The Boards of Trustees for the Employees' and Uniformed Retirement Systems were advised of and agreed with these recommended changes.

TIMING:
On June 6, 2017, the Board authorized advertisement of a public hearing to consider this matter on July 11, 2017 at 4:30 pm.

BACKGROUND:
As part of the approval of the *FY 2017 Third Quarter Review* and adoption of the FY 2018 budget, the Board approved funding to reduce the Social Security offset for service-connected disability retirement benefits for both the Employees' and Uniformed Retirement Systems from 10% to 5%.

The current service-connected disability benefit provisions for the Employees' and Uniformed Retirement Systems are summarized below.

For the Employees' Retirement System: The service-connected disability benefit is two-thirds (66 2/3%) of salary. This benefit is reduced by 10% of Social Security disability benefits received at any age, or, at age 62, by 10% of the age-based Social Security benefit.

For the Uniformed Retirement System: For those retired prior to December 9, 1996, the benefit level is two-thirds (66 2/3%) of salary. If retired after December 8, 1996, there are two possible levels of benefit. The standard benefit is 40% of salary and a severe service-connected disability benefit is 90% of salary.

All three levels of benefits are offset to some extent by Social Security benefits. There is a 10% offset of disability benefits provided by Social Security. This offset occurs regardless of age unless the Social Security benefit is based on a disability other than that for which the employee was retired. If the retiree is not eligible for Social Security disability benefits and is eligible to receive a Social Security benefit based on age, for those with a 66 2/3% or a 90% benefit, there is a 10% offset of the age-based Social Security benefit that occurs at age 62, the first date of eligibility for Social Security benefits.

Benefits in both Systems are also offset by any workers' compensation benefits that are being received.

Proposed Revisions
The proposed amendments would enhance service-connected disability retirement benefits by reducing the Social Security offsets from 10% of the Social Security benefit to 5%, effective with the July 2017 retiree payroll.

FISCAL IMPACT:
Based on the final actuarial analysis, a reduction of the offset provisions from 10% to 5% would increase the liability of the Employees' and Uniformed Retirement Systems by a total of $1.4 million due to applying new provisions to past years of service. As required by the revised funding provisions adopted into the Fairfax County Code by the Board on July 28, 2015, this increase in liability must be fully funded with a one-time employer contribution to avoid creation of any unfunded liability. Total funding of $1.4 million was approved by the Board as part of the *FY 2017 Third Quarter Review* to address this one-time funding requirement based on preliminary actuarial estimates. In accordance with the Fairfax County Code, these increases to the employer contribution rates will be effective beginning in FY 2018. No increase in the employer contribution rates is necessary for FY 2018, though a nominal increase in the rates may be required for the final step in the elimination of the offset.

Board Agenda Item
July 11, 2017

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to Chapter 3, Section 3-2-36
Attachment 2: Amendment to Chapter 3, Section 3-3-37
Attachment 3: Amendment to Chapter 3, Section 3-3-37.3
Attachment 4: Letter from Fiona Liston, Principal Consulting Actuary, Cheiron, to Jeffrey Weiler dated December 2, 2016

STAFF:
Joseph Mondoro, Chief Financial Officer
Jeffrey Weiler, Executive Director, Fairfax County Retirement Systems

ASSIGNED COUNSEL:
Benjamin R. Jacewicz, Assistant County Attorney

ATTACHMENT 1

AN ORDINANCE TO AMEND AND REENACT SECTION 3-2-36 OF THE CODE OF THE COUNTY OF FAIRFAX

BE IT ORDAINED that:

I. Section 3-2-36 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-2-36. - Service-connected disability retirement allowance.

(a) Upon service-connected disability retirement under Section 3-2-35, a member shall receive an annual retirement allowance, payable monthly and during his or her lifetime and continued disability, consisting of an amount equal to sixty-six-and-two-thirds percent (66 2/3%) of his or her average final compensation. However, the allowance shall be reduced by ~~ten~~ five percent (5~~10~~%) of the amount of any primary social security benefit to which said member is entitled and by the amount of any compensation paid to the member under the Virginia Workers' Compensation Act for temporary total or partial incapacity.

(b) When the amount of a member's primary social security benefit has once been determined for purpose of applying the ~~ten~~ five percent (5~~10~~%) reduction described above, the amount of the reduction shall not thereafter be increased on account of cost-of-living increases awarded under social security. However, the amount of the reduction shall be increased by an award of a cost-of-living increase to a member's compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act). When the member is no longer entitled to receive payments for temporary total or partial incapacity under the Act because of the limits in the Act as to the total amount of such compensation or as to the period of time that the member is entitled to receive such compensation the amount of such payments shall no longer be used to reduce the retirement allowance and, accordingly, subsequent monthly payments of the allowance shall be determined as if the original allowance had been computed without the reduction for such payments.

(c) If a member receives his or her compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act) in the form of a lump sum payment, he or she shall receive no monthly retirement allowance otherwise payable under this Section until such time as the amounts he or she would have received equal the amount of his or her lump sum benefit under the Act; provided, neither a lump sum payment or portion thereof representing compensation for permanent total or partial loss or disfigurement under the Act, nor a lump sum payment or portion thereof representing compensation for periods of temporary total or partial incapacity which occurred prior to the effective date of the member's retirement under Section 3-2-35, shall be offset against the member's allowance under this Section; and provided further, that in the event that a member receives a lump sum settlement of benefits that he or she is or may be entitled to in the future under the Act, and said settlement does not specify how much of the lump sum represents settlement of his or her entitlement to temporary total or partial incapacity, as opposed to other benefits, the Board shall determine the portion of such lump sum which in its judgment represents compensation for such benefits. (20-81-3; 4-83-3; 1-93-3; 23-07-3; 47-08-3; 23-11-3; 66-13-3, § 1.; 2-16-3)

2. The effective date of this Ordinance amending Section 3-2-36 is July 1, 2017. The reduction of the offset for any primary Social Security benefit from 10% to 5% is to be applied to the calculation of the retirement allowance due to members who are receiving and allowance for service-connected disability under Section 3-2-35 on or after the effective date of this Ordinance. This change is prospective in application and is not retroactive. The Board of Trustees of the Systems and staff of the Retirement Administration Agency are hereby authorized and directed to make all necessary changes in the calculation of a member's allowance to implement this amendment.

ATTACHMENT 2

AN ORDINANCE TO AMEND AND REENACT SECTION 3-3-37 OF THE CODE OF THE COUNTY OF Fairfax County Government

BE IT ORDAINED that:

1. Section 3-3-37 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-3-37. - Service-connected disability retirement allowance.

(a) Any member who is receiving, or has been approved by the Board to receive, service-connected disability retirement, or who has applied for service-connected disability retirement, or whose employer has submitted as application for service-connected disability retirement for such employee as of December 9, 1996, under Section 3-3-36, shall receive an annual retirement allowance, payable monthly during his or her lifetime and continued disability, consisting of an amount equal to sixty-six-and-two-thirds percent (66 2/3%) of the salary the member received at the time of retirement. This allowance shall be reduced by ~~ten~~ five percent (~~10~~5%) of the amount of any primary social security benefit to which the member is entitled and by the amount of any compensation awarded under the Virginia Workers' Compensation Act to the member for temporary total or partial incapacity; provided, however, that no reduction shall be made to a member's service-connected disability retirement allowance due to the member's entitlement to social security disability benefits in whole or in part as the result of a disability other than the disability that served as the basis for the award of service-connected disability retirement.

(b) Any member who submits an application for service-connected disability retirement, or for whom his or her employer submits such application under Section 3-3-36 on or after December 9, 1996, shall receive an annual retirement allowance, payable monthly during his or her lifetime and continued disability, consisting of an amount equal to forty percent (40%) of the salary the member received at the time of retirement. However, this allowance shall be reduced by ~~ten~~ five percent (~~10~~5%) of the amount of any primary social security disability benefit to which the member is entitled and by the amount of any compensation awarded under the Virginia Workers' Compensation Act to the member for temporary total or partial incapacity.

(c) When the amount of a member's primary social security benefit has once been determined for purposes of applying the ~~ten~~ five percent (~~10~~5%) reduction described in Subsections (a) and (b) of this Section, the amount of the reduction shall not thereafter be increased on account of cost-of-living increases awarded under social security. However, the amount of the reduction shall be increased by an award of a cost-of-living increase to the member's compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act). When the member is no longer entitled to receive payments for temporary total or partial incapacity under the Act because of the limits in the Act as to the total amount of such compensation or as to the period of time that the member is entitled to receive such compensation, the amount of such payments shall no longer be used to reduce the retirement allowance and, accordingly, subsequent monthly payments of the allowance shall be determined as if the original allowance had been computed without the reduction for such payments.

(d) If a member receives his or her compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act) in the form of a lump sum payment, he or she shall receive no monthly retirement allowance otherwise payable under this Section until such time as the amounts he or she would have received equal the amount of his or her lump sum benefit under the Act; provided, neither a lump sum payment or portion thereof representing compensation for permanent total or partial loss or disfigurement under the Act nor a lump sum payment or portion thereof representing

compensation for periods of temporary total or partial incapacity which occurred prior to the effective date of the member's retirement under Section 3-3-36 shall be offset against the member's allowance under this Section; and provided further, that in the event the member receives a lump sum settlement of benefits that he or she is or may be entitled to in the future under the Act, and said settlement does not specify how much of the lump sum represents settlement of his or her entitlement to temporary total or partial incapacity, as opposed to other benefits, the Board shall determine the portion of such lump sum which in its judgment represents compensation for such benefits. (1961 Code, § 9-107; 11-74-9; 28-77-3; 20-81-3; 34-81-3; 4-83-3; 36-88-3; 29-89-3; 1-93-3; 48-96-3; 10-01-3; 23-07-3; 47-08-3; 23-11-3; 67-13-3, § 1; 3-16-3.)

2. The effective date of this Ordinance amending Section 3-3-37 is July 1, 2017. The reduction of the offset for any primary Social Security benefit from 10% to 5% is to be applied to the calculation of the retirement allowance due to member who are receiving an allowance for service-connected disability under Section 3-3-36 on or after the effective date of this Ordinance. This change is prospective in application and is not retroactive. The Board of Trustees of the Systems and the staff of the Retirement Administration Agency are hereby authorized and directed to make all necessary changes in the calculation of a member’s allowance to implement this amendment.

ATTACHMENT 3

AN ORDINANCE TO AMEND AND REENACT SECTION 3-3-37.3 OF THE CODE OF THE COUNTY OF FAIRFAX.

BE IT ORDAINED that:

I. Section 3-3-37.3 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows.

Section 3-3-37.3. - Severe service-connected disability retirement allowance.

(a) Any member who retires pursuant to Section 3-3-37.2 shall receive an annual retirement allowance, payable monthly during his or her lifetime, consisting of an amount equal to ninety percent (90%) of the salary the member was entitled to receive at the time of his or her retirement. This allowance shall be reduced by ~~ten~~ five percent (~~10~~5%) of the amount of any primary social security benefit to which the member is entitled and by the amount of any compensation awarded under the Virginia Workers' Compensation Act to the member for temporary total or partial incapacity; provided, that no reduction shall be made to a member's service-connected disability retirement allowance due to the member's entitlement to social security disability benefits in whole or in part as the result of a disability other than the disability that served as the basis for the award of service-connected disability retirement.

(b) When the amount of a member's primary social security disability benefit has once been determined for purposes of applying the ~~ten~~ five percent (~~10~~5%) reduction described in Subsection (a), the amount of the reduction shall not thereafter be increased on account of cost-of-living increases awarded under social security. However, the amount of the reduction shall be increased by an award of a cost-of-living increase to the member's compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act). When the member is no longer entitled to receive payments for temporary total or partial incapacity under the Act because of the limits in the Act as to the total amount of such compensation or as to the period of time that the member is entitled to receive such compensation, the amount of such payments shall no longer be used to reduce the retirement allowance and, accordingly, subsequent monthly payments of the allowance shall be determined as if the original allowance had been computed without the reduction for such payments.

(c) If a member receives his or her compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act) in the form of a lump sum payment, he or she shall receive no monthly retirement allowance otherwise payable under this Section until such time as the amounts he or she would have received equal the amount of his or her lump sum benefit under the Act; provided, however, neither a lump sum payment or portion thereof representing compensation for permanent total or partial loss or disfigurement under the Act nor a lump sum payment or portion thereof representing compensation for periods of temporary total or partial incapacity which occurred prior to the effective date of the member's retirement under Section 3-3-37.2 shall be offset against the member's allowance under this Section; and provided further, that in the event the member receives a lump sum settlement of benefits that he or she is or may be entitled to in the future under the Act, and said settlement does not specify how much of the lump sum represents settlement of his or her entitlement to temporary total or partial incapacity, as opposed to other benefits, the Board shall determine the portion of such lump sum which in its judgment represents compensation for such benefits. (48-96-3; 10-01-3; 23-07-3; 47-08-3; 23-11-3; 68-13-3, § 1; 3-16-3.)

2. The effective date of this Ordinance amending Section 3-3-37.3 is July 1, 2017. The reduction of the offset for any primary Social Security benefit from 10% to 5% is to be applied to the calculation of the

retirement allowance due to members who are receiving and allowance for service-connected disability under Section 3-3-37.2 on or after the effective date of this Ordinance. This change is prospective in application and is not retroactive. The Board of Trustees of the System and the staff of the Retirement Administration Agency are hereby authorized and directed to make all necessary changes in the calculation of a member's allowance to implement this amendment.

CHEIRON

Classic Values, Innovative Advice

December 2, 2016

Mr. Jeffrey Weiler
Executive Director
Fairfax County Retirement Systems
10680 Main Street, Suite 280
Fairfax, Virginia 22030-3812

Re: Adjustments to Service-Connected Disability Benefits

Dear Jeff:

As requested, we have estimated the cost of reducing the 10% offset of Social Security benefits for employees who retired or will retire from the Employees' or Uniformed Retirement System on service-connected disability to a 5% offset. The cost impact is shown below for each of the Systems.

Please note that the cost impact includes an immediate payment of the increase in unfunded actuarial liability that was included in the first year only. There would be no on-going cost impact in normal cost for either the ERS or URS.

Employees' Retirement System

	Valuation (10% Offset)	Study (5% Offset)	Change
Normal Cost	8.74%	8.74%	0.00%
UAL Amortization	3.55%	3.55%	0.00%
UAL Impact for Change	n/a	0.08%	0.08%
Expenses	0.25%	0.25%	0.00%
Total Base Rate	12.54%	12.62%	0.08%
Corridor Contribution Rate			
-- Amortize to 97%	24.63%	24.71%	0.08%
-- Amortize to 98%	25.29%	25.37%	0.08%
Unfunded Liability (in Millions)	$1,285.2	$1,285.8	$0.6

Uniformed Retirement System

	Valuation (10% Offset)	Study (5% Offset)	Change
Normal Cost	16.97%	16.97%	0.00%
UAL Amortization	8.30%	8.30%	0.00%
UAL Impact for Change	n/a	0.48%	0.48%
Expenses	0.25%	0.25%	0.00%
Total Base Rate	25.52%	26.00%	0.48%
Corridor Contribution Rate			
-- Amortize to 97%[1]	37.65%	38.13%	0.48%
-- Amortize to 98%	38.69%	49.17%	0.48%
Unfunded Liability (in Millions)	$339.1	$339.9	$0.8

The valuation data does not provide the Social Security offset unless the benefit is currently being offset. For those whose offset was listed, we used the offset amount as if it were calculated as of the retirement date. This means, to restore the offset we adjusted the amount listed for COLA increases from the individuals retirement date through the valuation date. We had to make assumptions for those inactive members for whom no offset is listed. For inactive members under age 62 we estimated an offset (based on 10% of a projected PIA amount) to commence at age 62. For those older than 62 with no offset provided, we assumed no offset. Below is a breakdown of the data into the groups described above:

System	Currently Offset	Offset Estimated Under 62	No Offset Over 62
ERS	114	25	10
URS	93	30	14

These estimates were prepared as of June 30, 2016, using the same actuarial assumptions and methods as described in our June 30, 2016 actuarial valuation reports. The employee data used in this analysis was that provided for the 2016 valuation. The results are applicable only for the 2018 Fiscal Year.

I hereby certify that, to the best of my knowledge, this letter and its contents are complete and have been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board. Furthermore, as a credentialed actuary, I meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this report. This report does not address any contractual or legal issues. We are not attorneys and our firm does not provide any legal services or advice.

[1] The county has a policy of not paying any less than the existing rate until such a time as the UAL has been exhausted. The FY 2017 has been held at the 38.84% rate in effect for FY 2017.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston, FSA, EA
Principal Consulting Actuary

cc: Patrick T. Nelson, ASA

Board Agenda Item
July 11, 2017

5:00 p.m. –

Public Hearing on an Amendment to the Code of the County of Fairfax, Chapter 126 (NOVA Arts and Cultural District)

ISSUE:
The proposed amendment is in response to requests by the Workhouse Arts Center, the Town of Occoquan, and Occoquan Regional Park for the formation of an interjurisdictional arts and cultural district, due to the recent amendment of Virginia Code § 15.2-1129.1, effective July 1, 2017, allowing localities to establish multi-jurisdictional Arts and Cultural Districts.

RECOMMENDATION:
The County Executive recommends the approval of the proposed ordinance amending the County Code and establishing the NOVA Arts and Cultural District, a draft of which is set forth in Attachment 1.

TIMING:
Board action is requested on July 11, 2017, with an Ordinance effective date of July 12, 2017, at 12:01 a.m.

BACKGROUND:
The proposed amendment would add a provision creating an arts and cultural district to foster a cohesive regional identity for the area that includes the Workhouse Arts Center, the Town of Occoquan Historic District, and Occoquan Regional Park operated by the Northern Virginia Regional Park Authority. The amendment takes advantage of the General Assembly's recent amendment to Virginia Code § 15.2-1129.1, effective July 1, 2017, permitting any combination of localities to establish, by substantially similar ordinance, one or more arts and cultural districts for the purpose of increasing awareness and support for the arts and culture. The proposed NOVA Arts and Cultural District will serve as a catalyst for partnership and cooperation among the adjacent jurisdictions and Nova Parks - Northern Regional Park Authority to brand the area for regional tourism, commerce, and cultural leisure activities, a key element of place-making initiatives.

All the land encompassing the proposed district lies within either Fairfax County or the Town of Occoquan. The creation of the proposed district is anticipated to be endorsed,

as a goodwill gesture of support, by the Prince William County Board of County Supervisors during a public meeting in June, 2017. A substantially similar ordinance is to be considered by the Town Council of the Town of Occoquan at a public hearing to be held on July 18, 2017, as is required to form this interjurisdictional arts and cultural district under the revised statute.

REGULATORY IMPACT:
The proposed amendment aligns with the Strategic Plan for Economic Success place-making initiative to expand activities to market and brand unique, culturally diverse communities in a manner similar to marketing efforts on behalf of other urban neighborhoods and places. Enactment of this amendment would allow for coordinated marketing and support among Workhouse Arts Center, Fairfax County, the Town of Occoquan, Prince William County, and the Northern Virginia Regional Park Authority to promote and celebrate the arts, cultural, commercial, leisure activities, and associated programming within the district.

To increase awareness and support for arts and culture, existing authority under Va. Code § 15.2-1129.1 permits any locality to establish one or more arts or cultural districts within its boundaries. The amended statute expands local government authority to permit any combination of localities to establish, by substantially similar ordinances, an arts and cultural district. For such districts, a locality is further authorized to grant one or more of the following:

1) Local incentives for the support and creation of arts and cultural venues;
2) Local tax incentives; and
3) Local regulatory flexibility.

Establishment of the district therefore lays a foundation for future tax, regulatory, or other incentives lasting up to 10 years. At this time, however, staff recommends that the ordinance merely establish the NOVA Arts and Cultural District.

FISCAL IMPACT:
Tax and other incentives are not proposed with this amendment to establish the NOVA Arts and Cultural District. Any direct marketing expenses of the NOVA Arts and Cultural District will be incurred by the Workhouse Arts Center, the Town of Occoquan, and the Northern Virginia Regional Park Authority. County Staff resources to support the marketing and branding efforts of the multi-jurisdictional district will be required.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Ordinance
Attachment 2 – Chapter 217 of the 2017 Acts of Assembly
Attachment 3 – NOVA Arts & Cultural District Map

Board Agenda Item
July 11, 2017

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred Selden, Director, Department of Planning and Zoning (DPZ)
Regina Coyle, Special Projects Coordinator, DPZ

ASSIGNED COUNSEL:
Christopher A. Costa, Assistant County Attorney
Martin Desjardins, Assistant County Attorney

The proposed amendment adds a new Chapter, Chapter 126, Arts and Cultural Districts, to **The Code of the County of Fairfax, Virginia**

The proposed amendment establishes the NOVA Arts and Cultural District in combination with the Town of Occoquan and encompasses property within Fairfax County and the Town of Occoquan for the purpose of increasing awareness and support for the arts and culture in the locality.

The new Chapter 126 proposes the following:

- *Creation of the NOVA Arts and Cultural District.*
- *Explanation of Authority.*
- *Purpose of the District.*
- *General Provisions and Powers.*
- *Map of the District.*

Amend the Code of the County of Fairfax, Virginia by adding new Chapter 126 Arts and Cultural District Ordinance to read as follows:

CHAPTER 126.

Arts and Cultural District Ordinance

Article 1. NOVA Arts and Cultural District.

126-1-1. Creation of the NOVA Arts and Cultural District

126-1-2. Authority

126-1-3. Purpose of the District

126-1-4. General Provisions and Powers

126-1-5. Map of the NOVA Arts and Cultural District

Section 126-1-1. Creation of the NOVA Arts and Cultural District.

The Board of Supervisors of Fairfax County, Virginia, (the "Board") hereby creates an arts and cultural district encompassing real property within Fairfax County and the Town of Occoquan, which shall be known as the NOVA Arts and Cultural District (the "District"), which will be fully established by passage of a substantially similar ordinance by the Town of Occoquan. The District shall include the area shown on the attached map, which is incorporated in and made part of this Ordinance.

Section 126-1-2. Authority.

This ordinance to establish the NOVA Arts and Cultural District is enacted pursuant to Virginia Code Ann. § 15.2-1129.1 (Supp. 2017), as amended.

Section 126-1-3. Purpose of the District.

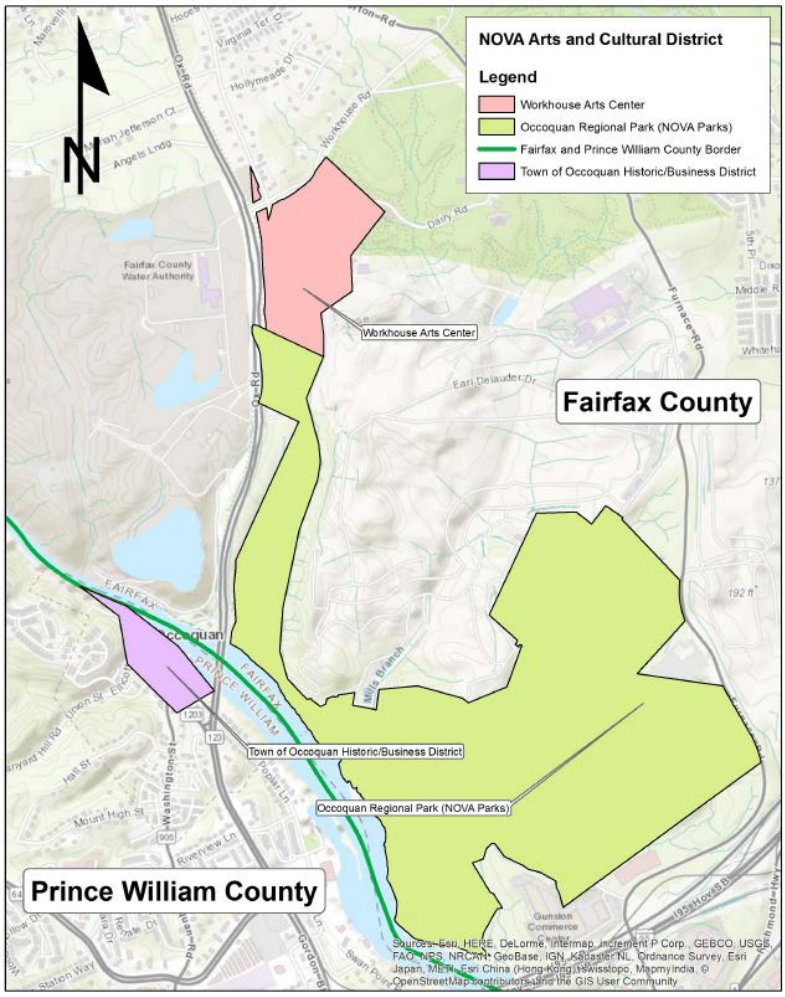
The District is created for the purpose of increasing awareness and support for the arts and culture in the locality.

Section 126-1-4. General Provisions and Powers.

With respect to that portion of the District lying within Fairfax County, the Board may exercise any of the powers and duties as to arts and cultural districts permitted under Va. Code § 15.2-1129.1, as amended.

Section 126-1-5. Map of the NOVA Arts and Cultural District

1)



This ordinance shall take effect upon adoption.

Given under my hand this _____day of_____, 2017.

_____

Catherine A. Chianese

Clerk to the Board of Supervisors

VIRGINIA ACTS OF ASSEMBLY -- 2017 SESSION

CHAPTER 217

An Act to amend and reenact § 15.2-1129.1 of the Code of Virginia, relating to arts and cultural districts.

[S 1225]

Approved February 23, 2017

Be it enacted by the General Assembly of Virginia:

1. That § 15.2-1129.1 of the Code of Virginia is amended and reenacted as follows:

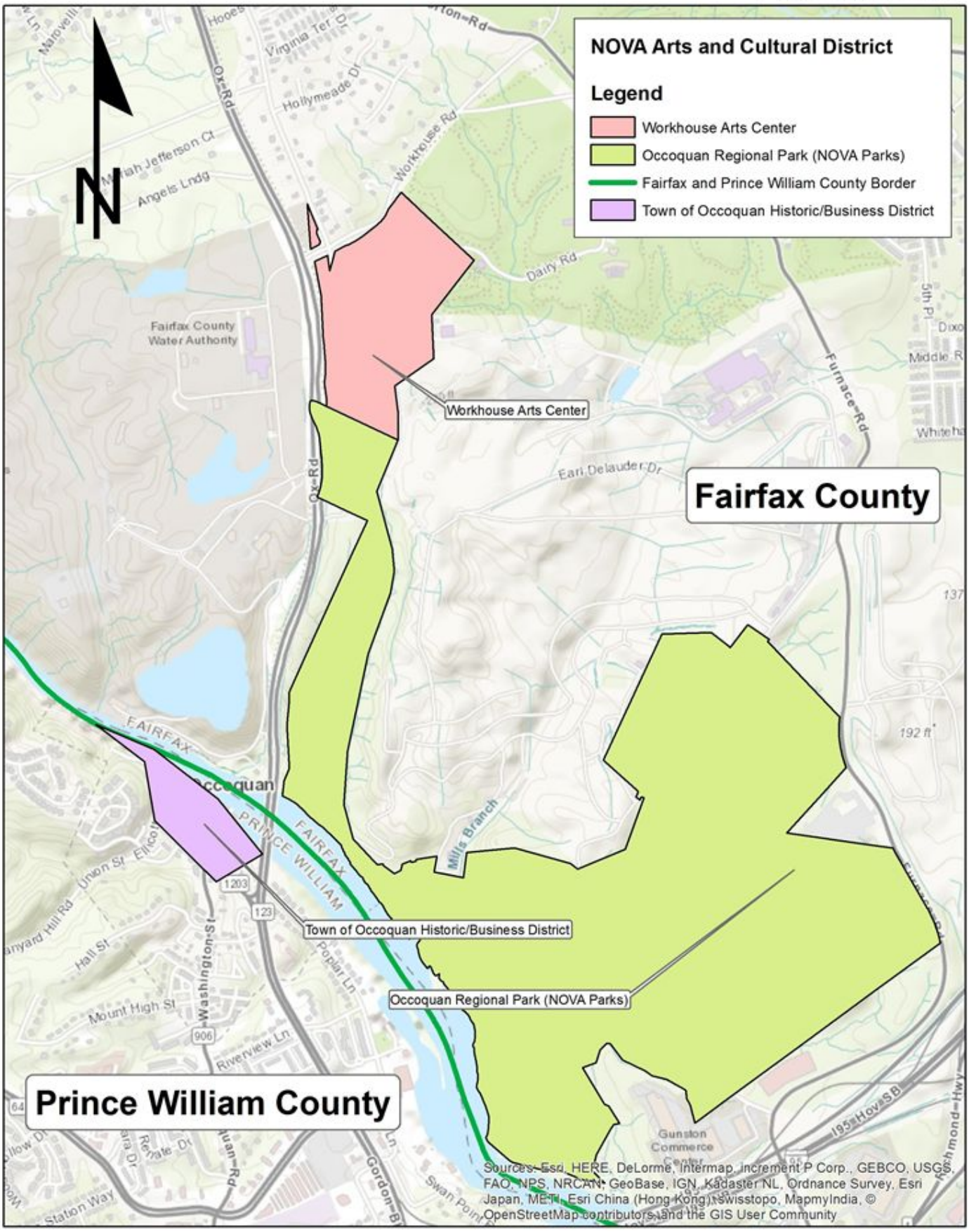
§ 15.2-1129.1. Creation of arts and cultural districts.

A. Any locality*, or combination of localities,* may by ordinance*, or in the case of multiple localities by substantially similar ordinances,* establish within ~~its~~ *the* boundaries *of such localities* one or more arts and cultural districts for the purpose of increasing awareness and support for the arts and culture in the locality. The locality may provide incentives for the support and creation of arts and cultural venues in each district. The locality may also grant tax incentives and provide certain regulatory flexibility in each arts and cultural district.

B. The tax incentives for each district may be provided for up to 10 years and may include, but not be limited to: (i) reduction of permit fees; (ii) reduction of user fees; (iii) reduction of any type of gross receipts tax; and (iv) rebate of real estate property taxes. The extent and duration of such incentive proposals shall conform to the requirements of the Constitutions of Virginia and of the United States.

C. Each locality may also provide for regulatory flexibility in each district that may include, but not be limited to: (i) special zoning for the district; (ii) permit process reform; (iii) exemption from ordinances; and (iv) any other incentive adopted by ordinance, which shall be binding upon the locality for a period of up to 10 years.

Attachment 3



Board Agenda Item
July 11, 2017

5:00 p.m.

Public Hearing on RZ 2016-PR-012 (Sekas Homes, LTD) to Rezone from R-1 to PDH-1 to Permit Residential with an Overall Density of 0.81 Dwelling Units per Acre and Approval of the Conceptual Plan, Located on Approximately 26.98 Acres of Land (Providence District)

This property is located on the South side of Arlington Boulevard approximately 430 feet West of its intersection with Barkley Drive. Tax Map 48-4 ((01)) 42A.

PLANNING COMMISSION RECOMMENDATION:
On June 15, 2017, the Planning Commission voted 11-0 (Commissioner Keys-Gamarra was absent from the meeting) to recommend to the Board of Supervisors the following action:

- Approval of RZ 2016-PR-012, subject to the execution of proffers consistent with those dated May 23, 2017, with the revisions agreed to by the applicant on June 15, 2017;

- Approval of a waiver modification of Section 7-0104.1 of the Public Facilities Manual to waive the driveway requirement along the portion of the Arlington Boulevard frontage; and

- To urge the Virginia Department of Transportation (VDOT) to review the intersection of Barkley Drive/Arlington Boulevard and the service drive to improve its safety and functionality; including modifying the turn radius onto Barkley Drive from Arlington Boulevard, embedding road sensors in the service road to inform the traffic signal, modifying stop bar placement, and adding signage and lane markings. This review should be accomplished in time for any such improvements to be accomplished in tandem with the service road improvements to be completed under RZ 2016-PR-012, Kena Temple Residential.

On June 15, 2017, the Planning Commission voted 8-2-1 (Commissioners Flanagan and Migliaccio voted in opposition; Commissioner Hurley abstained; and Commissioner Keys-Gamarra was absent from the meeting) to recommend to the Board of Supervisors that the County Executive prepare a letter to the Commonwealth Transportation Board (CTB) supporting the proposed change to the limited access adjacent to Arlington Boulevard proposed with RZ 2016-PR-012, Kena Temple Residential.

In a related action, on June 15, 2017, the Planning Commission voted 11-0 (Commissioner Keys-Gamarra was absent from the meeting) to approve FDP 2016-PR-012, Kena Temple Residential, subject to the Development Conditions contained in Attachment 3 of the Staff Report Addendum, dated June 6, 2017, and subject to the Board of Supervisor's approval of RZ 2016-PR-012.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

STAFF:
Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Stephen Gardner, Planner, DPZ