

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 10, 2018**

AGENDA

8:30	Held	Reception to Recognize Child Abuse Prevention Month, J. Lambert Conference Center, Reception Area
8:30	Held	Reception to Recognize Sexual Assault Awareness Month, J. Lambert Conference Center, Reception Area
9:30	Done	Presentations
10:00	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Designation of Plans Examiner Status under the Expedited Land Development Review Program
2	Approved	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of TMSAMS – Scotts Run Walkway (Providence District)
3	Approved	Extension of Review Period for 2232 Applications (Mason District)
4	Approved	Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Dulles Technology Drive (Dranesville District)
5	Approved	Approval of Traffic Calming Measures and “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program (Lee and Sully Districts)
6	Approved	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from The Virginia Department of Emergency Management (VDEM), FY 2017 Supplemental Local Emergency Management Performance Grant (SLEMPG) Program
7	Approved	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the National Highway Safety Administration Through the Virginia Department of Motor Vehicles Driving While Intoxicated Enforcement Initiative

ACTION ITEMS

1	Approved	Approval of the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018
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**FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 10, 2018**

**ACTION ITEMS
(Continued)**

- | | | |
|---|------------------------------------|---|
| 2 | Approved | Authorization to Execute a Water Quality Credit Exchange Agreement Between the Upper Occoquan Service Authority (UOSA) and its Member Jurisdictions of the Cities of Manassas and Manassas Park, and Counties of Prince William and Fairfax |
| 3 | Approved | Approval of a Standard Project Agreement with the Virginia Department of Transportation for the Davis Drive Extension/Dulles Toll Road Overpass Preliminary Engineering (Dranesville District) |
| 4 | Approved with Clarification | Approval of Minor Variation Request for RZ 2016-MV-011, Artis Senior Living of Fairfax Station LLC, to Increase Building Height by 4.1% above what is Shown on the Generalized Development Plan that was Proffered under Proffer No. 1(A) (Mount Vernon District) |

**INFORMATION
ITEMS**

- | | | |
|-------|--------------|---|
| 1 | Noted | Consolidated Plan Certification for the Fairfax County Redevelopment and Housing Authority Moving to Work Plan for Fiscal Year 2019 |
| 2 | Noted | Planning Commission Action on Application 2232-B17-21 – Department of Public Works and Environmental Services |
| 10:10 | Done | Matters Presented by Board Members |
| 11:00 | Done | Closed Session |

**PUBLIC
HEARINGS**

- | | | |
|------|---|--|
| 2:30 | Approved | Public Hearing on SEA 84-L-013-02 (Echo, Inc.) (Lee District) |
| 2:30 | Approved | Public Hearing on PCA 2003-LE-050 (Echo, Inc.) (Lee District) |
| 2:30 | Approved | Public Hearing on SE 2017-SU-008 (Vigario Management Corp.) (Sully District) |
| 3:00 | Public hearing held; decision deferred | Public Hearing on the FY 2019 Effective Tax Rate Increase |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 10, 2018**

**PUBLIC
HEARINGS
(Continued)**

3:00	Public hearing held; decision deferred	Public Hearing on Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Service Charges, Base Charges, Availability Charges, and Fixture Unit Charges
3:00	Approved	Public Hearing on RZ 2016-MA-022 (Federal Realty Investment Trust) (Mason District)
3:00	Approved	Public Hearing on RZ 2016-HM-035 (CRS Sunset Hills, LC) (Hunter Mill District)
3:00	Approved	Public Hearing on PCA 2009-HM-019 (CRS Sunset Hills, LC) (Hunter Mill District)
3:00	Approved	Public Hearing on PCA 2009-HM-019-02/CDPA 2009-HM-019 (Comstock Reston Station Holdings, LC) (Hunter Mill District)
4:00	Held; Public hearing continued to April 11, 2018	Public Hearing on the County Executive's Proposed FY 2019 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2019-2023 (CIP) (With Future Fiscal Years to 2028) and the Current Appropriation in the FY 2018 Revised Budget Plan

REVISED



Fairfax County, Virginia **BOARD OF SUPERVISORS** **AGENDA**

Tuesday
April 10, 2018

9:30 a.m.

PRESENTATIONS

- PROCLAMATION – To designate Thursday, April 12, 2018, as Holocaust Remembrance Day in Fairfax County. Requested by Chairman Bulova.
- CERTIFICATE – To recognize the Department of Tax Administration for its efforts during the “Pre-Payment Avalanche.” Requested by Chairman Bulova.
- PROCLAMATION – To designate May 2018 as Asian/Pacific American Heritage Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION – To designate April 2018 as Sexual Assault Awareness Month in Fairfax County. Requested by Supervisor Cook.
- PROCLAMATION – To designate April 2018 as Child Abuse Awareness Month in Fairfax County. Requested by Supervisor Cook.
- PROCLAMATION – To designate May 6-12, 2018, as Nurses Week in Fairfax County. Requested by Chairman Bulova.

— more —

Board Agenda Item
April 10, 2018

- PROCLAMATION – To designate May 2018 as Lyme Disease and Fight the Bite Awareness Month in Fairfax County. Requested by Supervisor Herrity.

STAFF:

Tony Castrilli, Director, Office of Public Affairs

Bill Miller, Office of Public Affairs

Lisa Connors, Office of Public Affairs

Board Agenda Item
April 10, 2018

10:00 a.m.

Items Presented by the County Executive

ADMINISTRATIVE – 1

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

ISSUE:

Board of Supervisors action to designate an individual as a Plans Examiner to participate in the Expedited Land Development Review Program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (the Board) take the following action:

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

Melissa A. Emery

325

TIMING:

Routine.

BACKGROUND:

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

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

Board Agenda Item
April 10, 2018

Plans Examiner Status: A candidate for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After review of her applications and credentials, the APEB has found that the candidate listed above satisfies these requirements. This finding was documented in a letter dated February 16, 2018, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Bulova.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Letter dated February 16, 2018, from the Chairman of the APEB to the Chairman of the Board of Supervisors.

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



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P.C.

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Transportation

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KJ & Associates

Paul B. Johnson, P.E.
Charles P. Johnson &
Associates.

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Virginia Department of
Transportation

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J. Keith Sinclair, Jr., P.E.
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City of Alexandria, T&ES

Blake A. Smith, P.E.
Smith Engineering

Ross Stilling
Fairfax Water

Dennis M. Thomas, P.E.
Burgess & Niple, Inc.

Anita M. Tierney
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(703) 263-2232 • Fax (703) 263-0201

February 16, 2018

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

Dear Chairman, Bulova:

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

Name	Reg. No
Melissa A. Emery	#325

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

Sincerely,

James H. Scanlon, PE, LS

Chairman

Fairfax County Advisory Plans Examiner Board

Received

FEB 26 2018

Land Development Services
Directors Office

IQ #30954

Board Agenda Item
April 10, 2018

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of TMSAMS – Scotts Run Walkway (Providence District)

ISSUE:

Board of Supervisors authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project 1400107-2013, TMSAMS – Scotts Run Walkway, Fund 50000, Federal-State Grant Fund.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize advertisement of a public hearing for May 15, 2018, at 4:00 p.m.

TIMING:

Board of Supervisors action is requested on April 10, 2018, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:

This project consists of the construction of approximately 2,500 LF of asphalt trail through Scotts Run Stream Valley Park. This project is being permitted by Fairfax County Land Development Services (LDS) under a Stormwater Management (SWM) permit using “Grandfathered” SWM criteria requiring construction to start prior to July 1, 2019. This project requires an expedited land acquisition completion date of no later than June 18, 2018 in order to meet a Construction Award date of May 30, 2019 and construction start date of mid to late June 2019. Once completed the walkway will connect existing sidewalks on Magarity Road with existing sidewalks on Colshire Meadow Drive.

Land rights for these improvements are required on 7 properties, including 3 properties owned by the Fairfax County Park Authority Board and 1 property owned by Fairfax County School Board. The construction of this project requires the acquisition of, Trail Easements and Grading Agreement and Temporary Construction Easements.

Negotiations are in progress with the affected property owners; however, because

Board Agenda Item
April 10, 2018

resolution of these acquisitions is not imminent, it may be necessary for the Board of Supervisors to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:

Funding is available in Project 1400107-2013, TMSAMS – Scotts Run Walkway-107, Fund 500-C50000, Federal-State Grant Fund. This project is included in the Adopted FY2018 - FY2022 Capital Improvement Program (with future Fiscal Years to FY2027). No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

Attachment A: Project Location Map
Attachment B: Listing of Affected Properties

STAFF:

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

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney, Office of the County Attorney



SCOTTS RUN WALKWAY

Providence District

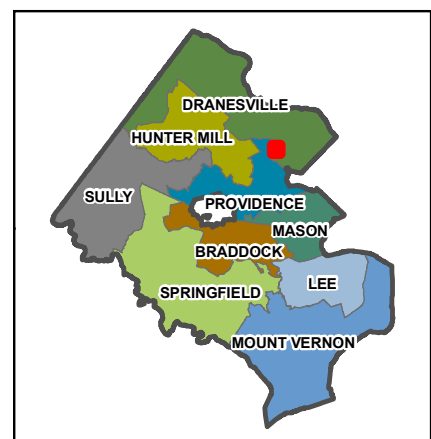
Tax Map: 29-4 ; 30-3

Project: 1400107-2013

Affected Properties:

Proposed Improvements:

0 0.05 0.1 0.2
Miles



ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project 1400107-2013
TMSAMS – Scotts Run Walkway
(Providence District)

PROPERTY OWNER(S)

- | | | |
|----|---|---|
| 1. | The Colonies Condominium
a/k/a The Colonies at McLean Condominium

Address:
7681 Provincial Drive
McLean, Virginia 22102 | 030-3-27-CONDO |
| 2. | Grant 1651 Old Meadow Road, LLC

Address:
1651 Old Meadow Road, Suite 650
McLean, Virginia 22102 | 029-4-06-102 |
| 3. | Scandium LLC

Address:
1749 Old Meadow Rd
McLean, VA 22102 | 029-4-06-103 |
| 4. | The County School Board of Fairfax County, Virginia

Address:
7508 Magarity Rd
McLean, VA 22102 | 030-3-01-007B |
| 5. | Fairfax County Park Authority

Address:
Colshire Meadow Dr
McLean, VA 22102 | 030-3-01-0007A
029-4-01-0034B
029-4-01-0031 |

Board Agenda Item
April 10, 2018

ADMINISTRATIVE – 3

Extension of Review Period for 2232 Applications (Mason District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following applications: 2232-M17-37 and 2232-M17-43.

TIMING:

Board action is required April 10, 2018, 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." The need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

The review period for the following applications should be extended:

2232-M17-37	Fairfax County Park Authority Green Springs Gardens 4603 Green Spring Road Alexandria, VA Mason District Accepted October 23, 2017 First Extension to April 23, 2018 Extend to October 23, 2018
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Board Agenda Item
April 10, 2018

2232-M17-43 County Board of Arlington County, Virginia
Arlington County Bus Maintenance and Repair Facility
6701-6705 Electronic Drive
Springfield, VA
Mason District
Accepted February 19, 2018
Extend to January 21, 2019

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

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

Board Agenda Item
April 10, 2018

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Dulles Technology Drive (Dranesville District)

ISSUE:

Board authorization to advertise a 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 Dulles Technology Drive in the Dranesville District.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for May 1, 2018, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles, and trailers as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1, and 82-1-2(a)(50), from parking on Dulles Technology Drive, from the northern intersection of Sunrise Valley Drive to the southern intersection of Sunrise Valley Drive, from 7:00 p.m. to 7:00 a.m., seven days a week.

TIMING:

The Board should take action on April 10, 2018, to provide sufficient time for advertisement of the public hearing on May 1, 2018, 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 Dulles Technology Drive contacted the Dranesville District office requesting a parking restriction on Dulles Technology Drive from 7:00 p.m. to 7:00 a.m., seven days a week.

This area has been reviewed multiple times over a period 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 trailers along Dulles Technology Drive, from the northern intersection of Sunrise Valley Drive to the southern intersection of Sunrise Valley Drive, from 7:00 p.m. to 7:00 a.m., seven days a week.

Board Agenda Item
April 10, 2018

FISCAL IMPACT:

The cost of sign installation is estimated to be \$900. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

Robert A. Stalzer, Deputy County Executive

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

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

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:

Dulles Technology Drive (Route 8160)

Commercial vehicles, recreational vehicles, and trailers, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1, and 82-1-2(a)(50), are restricted from parking on Dulles Technology Drive, from the northern intersection of Sunrise Valley Drive to the southern intersection of Sunrise Valley Drive, from 7:00 p.m. to 7:00 a.m., seven days a week.

Fairfax County
Department of Transportation
Traffic Engineering Section
Proposed Parking Restriction
Dranesville District



Tax Map: 16-1



SUNRISE VALLEY DR

DULLES TECHNOLOGY DR

FIELD POINT RD

RIVER BIRCH RD

Tax Map: 15-4

Tax Map: 16-3

■ ■ ■ ■ ■ Dulles Technology Dr (Proposed Parking Restriction)

No Parking Commercial Vehicles, Recreational Vehicles, and all Trailers
7:00pm- 7:00am, 7 days per week

ADMINISTRATIVE - 5

Approval of Traffic Calming Measures and “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program (Lee and Sully Districts)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board endorse the traffic calming plans for Essex Avenue (Attachment I) consisting of the following:

- Two speed humps on Essex Avenue (Lee District)

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

- Berryland Drive from Vale Road to its terminus (Sully District).

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measures as soon as possible. The County Executive also recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs as soon as possible.

TIMING:

Board action is requested on April 10, 2018.

BACKGROUND:

As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners’ or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, traffic circles, to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of

Board Agenda Item
April 10, 2018

qualifying criteria. Staff worked with the local Supervisor's office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to residents of a pre-determined ballot area in the adjacent community. On January 31, 2018, FCDOT received verification from the local Supervisor's office confirming community support for the above referenced traffic calming plan (Essex Avenue, Lee District).

Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed and volume criteria are met. Berryland Drive from Vale Road to its terminus, (Attachment II) meets the RTAP requirements for posting of the "\$200 Additional Fine for Speeding" signs. On February 5, 2018, FCDOT received written verification from the appropriate local supervisors confirming community support (Berryland Drive, Sully District).

FISCAL IMPACT:

Funding in the amount of \$16,000 for the traffic calming measures associated with the Essex Avenue project is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP. For the "\$200 Additional Fine for Speeding" signs on Berryland Drive an estimated cost of \$600 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Plan for Essex Avenue

Attachment II: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs – Berryland Drive

Attachment III: "\$200 Additional Fine for Speeding" Signs Resolution – Berryland Drive

STAFF:

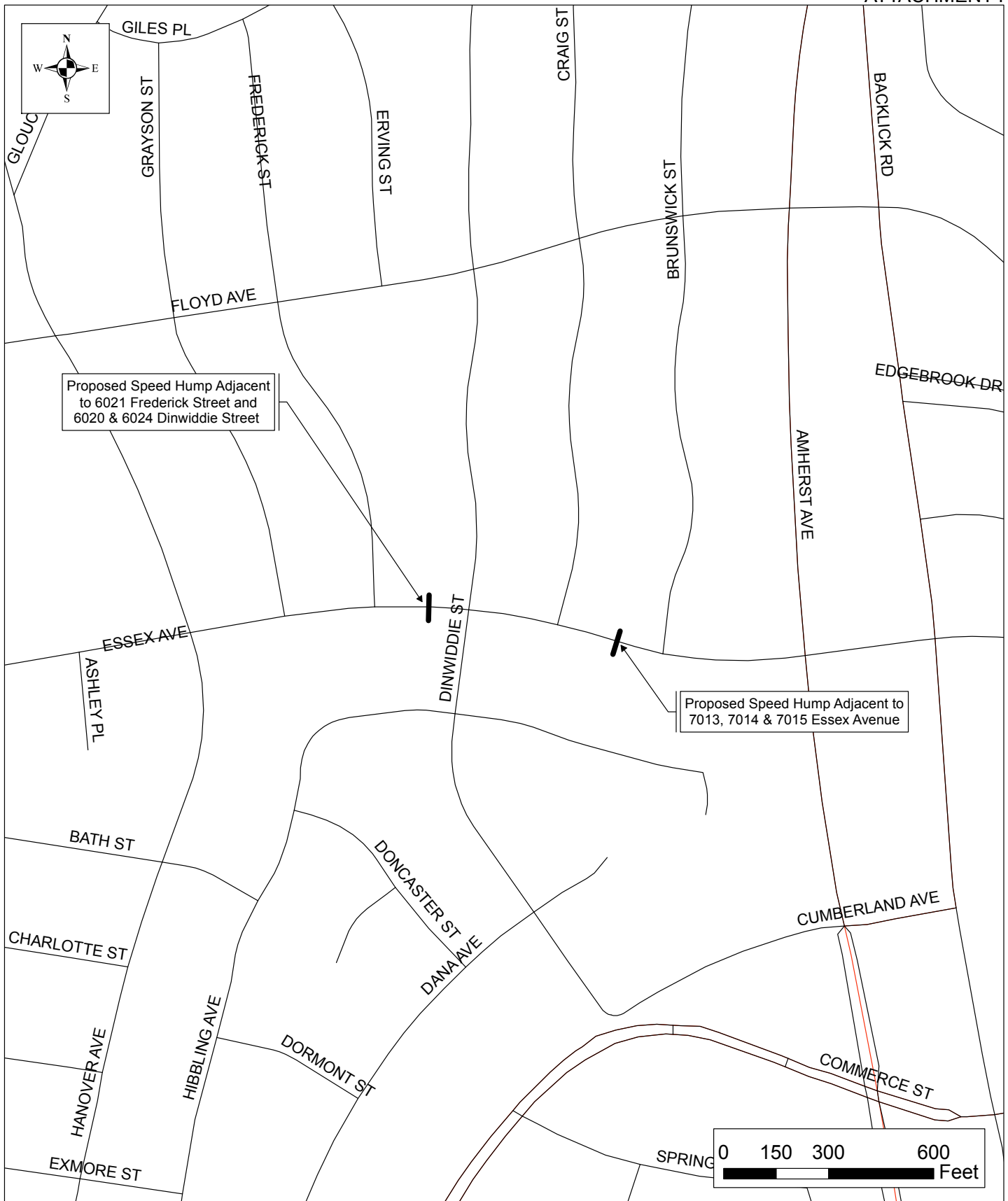
Robert A. Stalzer, Deputy County Executive

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

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

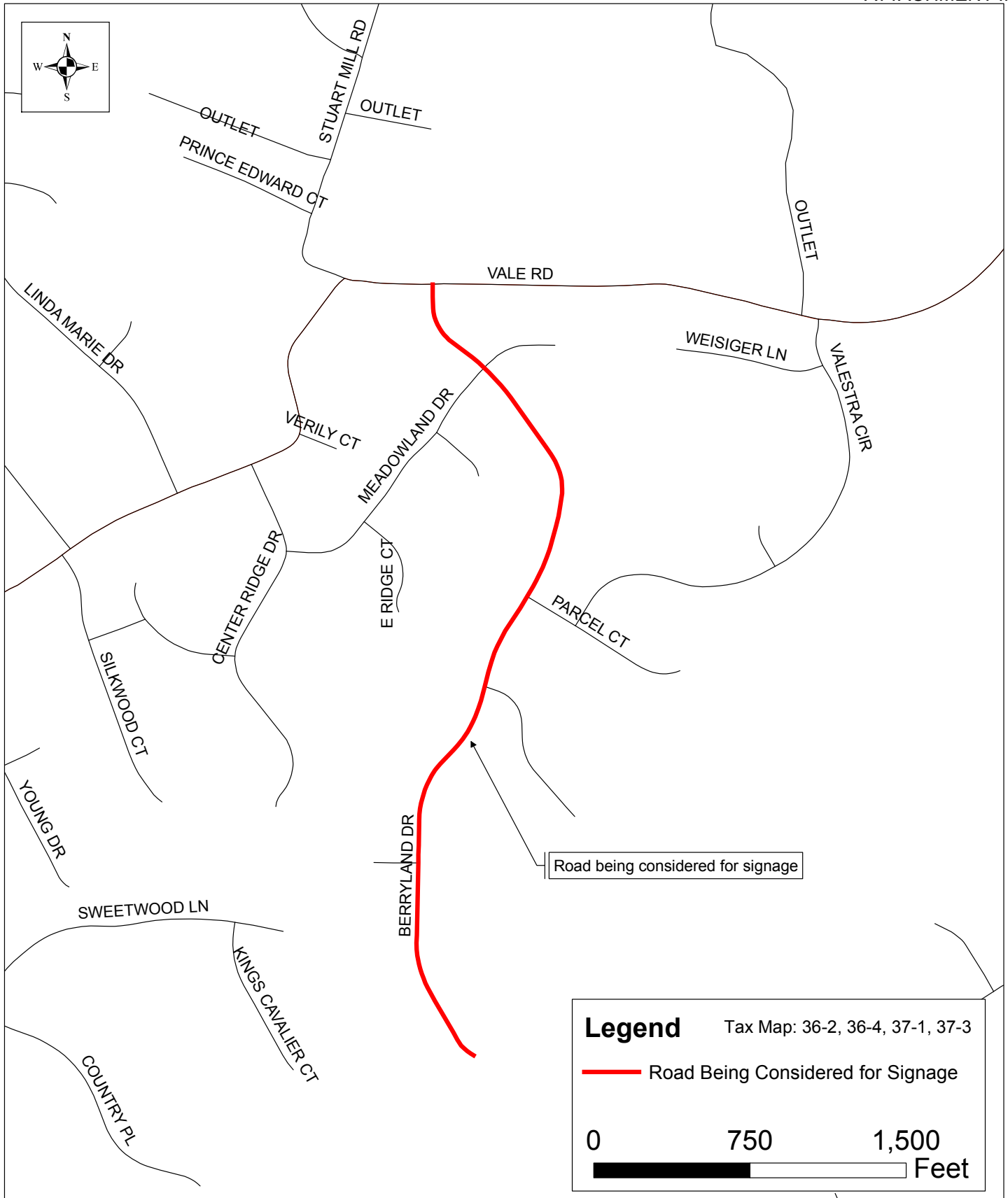


February, 2018



Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
ESSEX AVENUE
Lee District





Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED \$200 FINE FOR SPEEDING
BERRYLAND DRIVE
Sully District



RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
BERRYLAND DRIVE
SULLY DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, April 10, 2018, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Berryland Drive from Vale Road to its terminus. Such road also being identified as a Local Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Berryland Drive.

NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Berryland Drive from Vale Road to its terminus.

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

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

ADMINISTRATIVE – 6

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from The Virginia Department of Emergency Management (VDEM), FY 2017 Supplemental Local Emergency Management Performance Grant (SLEMPG) Program

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept grant funding, if received, from the Virginia Department of Emergency Management (VDEM), FY 2017 Supplemental Local Emergency Management Performance Grant (SLEMPG) Program in the amount of \$59,992, including \$29,996 in Local Cash Match. Funding will be used to purchase Personal Protection Equipment (PPE) for the Civil Disturbance Unit (CDU), including helmets, fire retardant clothing, body armor, riot batons, supply bags, shields, lights and communication equipment, as well as training. The grant period for this award is April 1, 2018 to September 30, 2018. The required Local Cash Match of \$29,996 is available in the Federal-State Grant Fund. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy.

RECOMMENDATION:

The County Executive recommends that the Board authorize the FCPD to apply for and accept grant funding, if received, from the Virginia Department of Emergency Management, FY 2017 Supplemental Local Emergency Management Performance Grant Program in the amount of \$59,992, including \$29,996 in Local Cash Match. Funding will be used to purchase Personal Protection Equipment (PPE) for the Civil Disturbance Unit (CDU), including helmets, fire retardant clothing, body armor, riot batons, supply bags, shields, lights and communication equipment, as well as training. There are no grant positions associated with this award.

TIMING:

Board action is requested on April 10, 2018. Due to an application deadline of February 28, 2018, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

Board Agenda Item
April 10, 2018

BACKGROUND:

The Virginia Department of Emergency Management, FY 2017 Supplemental Local Emergency Management Performance Grant is providing one-time awards for PPE for police departments throughout the Commonwealth of Virginia. The CDU is in need of protective equipment for the officers assigned to this unit. The PPE currently in use is approximately 20 years old and was never designed for the purpose with which it is currently being used. Also, it was not tested to meet current safety standards and is inadequate to meet the threats that law enforcement faces in civil disturbance scenarios. The PPE items purchased with this grant will be assigned to the CDU immediately to increase officer safety in violent disturbances. The addition of the modern PPE will allow the FCPD to adopt advanced CDU small team tactics designed to administer more precise use of force against agitators as opposed to use of force across a wider population of agitators and onlookers, thus reducing exposure to civil liability. We expect that the increased protection of officers will lead to less reactive use of force due to injury of officers and allow for more controlled use of coordinated force to deescalate violent civil unrest. The grant also funds national training of current topics being taught to CDU.

FISCAL IMPACT:

Grant funding in the amount of \$59,992, including \$29,996 in Local Cash Match is being requested from the Virginia Department of Emergency Management (VDEM), FY 2017 Supplemental Local Emergency Management Performance Grant (SLEMPG) Program to support the purchase of Personal Protection Equipment (PPE) for the Civil Disturbance Unit (CDU). The required 50 percent Local Cash Match is available in the Federal-State grant fund. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

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

VDEM PERSONAL PROTECTION EQUIPMENT ONE-TIME GRANT SUMMARY OF GRANT PROPOSAL

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

Grant Title:	FY 2017 Supplemental Local Emergency Management Performance Grant (SLEMPG) Program	
Funding Agency:	Virginia Department of Emergency Management (VDEM)	
Applicant:	Fairfax County Police Department	
Partner:	N/A	
Purpose of Grant:	Grant funding will be used to purchase Personal Protection Equipment for the Civil Disturbance Unit. The equipment consists of helmets, fire retardant clothing, body armor, riot batons, supply bags, shields, lights, communication equipment and training. The current equipment is outdated and not up to industry safety standards.	
Funding Amount:	Total of \$59,992, including Local Cash Match of \$29,996.	
Proposed Use of Funds:	\$59,992	Personal Protection Equipment for Civil Disturbance Unit: \$5,150 Helmets \$12,841 Safety garments and jackets \$7,661 Body armor \$4,750 Boots \$6,209 Leather products, carriers and belts \$3,034 Unit lights and fire extinguishers \$8,862 Protective shields \$9,405 Communication equipment \$2,080 Equipment bags
Target Population:	Personal Protective Equipment (PPE) for members of the Police Department's Civil Disturbance Unit which will increase officer safety by protecting officers from items such as rocks, fire, sticks used in civil disturbance scenarios. The equipment also protects protesters as it allows for less-lethal approaches to disbursing and quelling unlawful and violent gatherings.	
Performance Measures:	The grant funded equipment will reduce the number of injuries to police officers and protesters in civil disturbance scenarios and expedite the clearing of dangerous gatherings and protests.	
Grant Period:	April 1, 2018-September 30, 2018	

ADMINISTRATIVE – 7

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

ISSUE:

Board of Supervisors authorization is requested to apply for and accept grant funding from the National Highway Safety Administration through the Virginia Department of Motor Vehicles Driving While Intoxicated (DWI) Enforcement Initiative in the amount of \$1,672,750, including \$334,550 in Local Cash Match. Funding will continue to support 9/9.0 FTE existing merit police officer positions and 1/1.0 FTE new merit Sergeant position for a total of 10/10.0 FTE merit positions, as well as uniforms, vehicles, equipment, supplies, training, and all related expenses for the FCPD Driving While Intoxicated Enforcement Team. If grant funding is ever reduced and/or eliminated, General Fund and/or other funding resources will need to be identified to continue these positions. The grant period is October 1, 2018 to September 30, 2019. This application is for the third year of funding through this grant program and the Virginia Department of Motor Vehicles is confident that the program will continue for several more years. The required Local Cash Match of \$334,550 is available in the Federal-State Grant fund since this is an ongoing grant and is included in the FY 2019 Advertised Budget Plan. However, this Board item has been submitted seeking Board approval for the additional merit position and associated funding. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Fairfax County Police Department to apply for and accept grant funding from the National Highway Safety Administration through the Virginia Department of Motor Vehicles. Total funding of \$1,672,750, including \$334,550 in Local Cash Match, will continue to support 9/9.0 FTE existing merit police officer positions and 1/1.0 FTE new merit Sergeant position for a total of 10/10.0 FTE merit positions, as well as uniforms, vehicles, equipment, supplies, training, and all related expenses for the FCPD Driving While Intoxicated Enforcement Team.

Board Agenda Item
April 10, 2018

TIMING:

Board action is requested on April 10, 2018. Due to an application deadline of February 28, 2018, the grant application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting scheduled. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

The Virginia Department of Motor Vehicles utilizes pass-through funding provided by the National Highway Safety Administration for the Driving While Intoxicated Enforcement Initiative Grant. The program provides awards of federal funding to support enforcement of DWI laws in the Commonwealth of Virginia. The FCPD was approached by DMV in 2015 and asked if the Department would staff a designated squad of officers to specialize in enforcing Virginia DWI laws. The objective is to reduce the number of alcohol related accidents and alcohol related fatalities in the County. The grant acceptance was approved on March 15, 2016 and a subsequent second year of funding was also approved. The prior two grant awards have funded 9/9.0 FTE merit police officer positions, which includes 1/1.0 FTE Second Lieutenant and 8/8.0 FTE Police Officer IIs (one police officer for each district station). Additionally, the grant funding has covered the costs of vehicles, uniforms, equipment, radios and other associated items required for an officer. The original grant was for one year, but it has been renewed twice and this application is for a third year of funding. DMV is confident that the program can and will be funded for several years.

Currently, the priority of the assigned officers is to patrol for violations of alcohol related driving incidents, but they are also available if emergency calls necessitate their response. Statistical data is being collected to analyze the enforcement efforts to see if DWI accidents and fatalities decrease, thus providing a model for other Virginia law enforcement agencies. Those objectives have been successful for the past two years.

This year's grant application includes the addition of a Sergeant position, bringing the total number of merit positions supported by the grant to 10/10.0 FTE positions. In the first year of operation, the DWI Enforcement Squad made 5,841 traffic stops, 388 DWI arrests, and issued 3,309 traffic summonses (from December 2016-September 2017). This level of enforcement undoubtedly generates many administrative tasks for the squad supervisor. Within their first year, the squad initiated 11 vehicle pursuits and sixteen use of force incidents. Each of these incidents requires supervisory review and documentation. On top of these administrative tasks, the DWI Enforcement Squad Supervisor conducted seven administrative investigations or inquires as well. These administrative tasks require a substantial time commitment and reduces the time available to the supervisor for enforcement and proper supervision of the squad. In addition to these administrative tasks, the DWI Enforcement Squad Supervisor stopped 581 vehicles, and made 41 DWI arrests in 2017. Adding a second supervisor position

Board Agenda Item
April 10, 2018

will spread the administrative tasks associated with such a highly productive squad and allow for more efficient span of control. The Sergeant position will also provide another officer for enforcement and will free up the Second Lieutenant for additional enforcement as well.

FISCAL IMPACT:

If awarded, funding in the amount of \$1,672,750, including \$334,550 in Local Cash Match, will support the FCPD Driving While Intoxicated Enforcement Team over a 12-month period. The required 25 percent Local Cash Match of \$334,550 is available in the Federal-State grant fund. This action does not increase the expenditure level of the Federal-State grant Fund, as this grant has been included in the FY 2019 Advertised Budget Plan and funds are held in reserve for anticipated grant awards. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

Funding will continue to support 9/9.0 FTE existing merit police officer positions and 1/1.0 FTE new merit Sergeant position for a total of 10/10.0 FTE merit positions. If grant funding is ever reduced and/or eliminated, General Fund and/or other funding resources will need to be identified to continue these positions.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

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

DRIVING WHILE INTOXICATED TEAM GRANT SUMMARY OF GRANT PROPOSAL

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

Grant Title:	Virginia Department of Motor Vehicles Driving While Intoxicated (DWI) Enforcement Initiative Team
Funding Agency:	National Highway Safety Administration through the Virginia Department of Motor Vehicles
Applicant:	Fairfax County Police Department
Partner:	N/A
Purpose of Grant:	Funding will continue to support The Driving While Intoxicated Enforcement Team with 9/9.0 FTE existing merit police officer positions and 1/1.0 FTE new merit Sergeant position for a total of 10/10.0 FTE merit positions. Also, funded will be uniforms, vehicles, equipment, supplies, training, overtime and all related expenses for the team.
Funding Amount:	Total of \$1,672,750, including \$334,550 in Local Cash Match.
Proposed Use of Funds:	\$1,672,750 Driving While Intoxicated Enforcement Team Budget: • \$1,220,000 for payroll and fringe benefits for 1 2Lt; 1 Sgt; 8 officers • \$10,000 for training • \$334,550 for fuel and maintenance for 10 cruisers and overtime for team • \$108,200 for equipment to include cruisers, emergency lights, radios, in-car video, radar, Taser, PBT, and uniform allowance
Target Population:	The target population is the citizens of Fairfax County as well as others who travel or work in the County. The program provides awards of federal funding to support enforcement of DWI laws in the Commonwealth of Virginia. The FCPD was approached by DMV in 2015 and asked if the Department would staff a designated squad of officers to specialize in enforcing Virginia DWI laws. The objective is to reduce the number of alcohol related accidents and alcohol related fatalities in the County.
Performance Measures:	The grant funding will reduce the number of alcohol related accidents and fatal crashes as well as increase the number of DWI arrests made in the County.
Grant Period:	October 1, 2018 - September 30, 2019

Board Agenda Item
April 10, 2018

ACTION – 1

Approval of the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018

ISSUE:

Board of Supervisors' approval of the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018 between the Fairfax County Police Department and various other law enforcement agencies in the Northern Virginia area.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Chief of Police and the County Executive to sign the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018.

TIMING: Board action is requested on April 10, 2018.

BACKGROUND:

The Northern Virginia Law Enforcement Mutual Aid Agreement was originally signed on May 1991 and was last approved by the Board on March 19, 2013. The purpose of the agreement between the Fairfax County Police Department and various other law enforcement agencies in the Northern Virginia area is to provide police aid across jurisdictional boundaries in certain emergencies, thereby increasing the ability of local governments to promote public safety and protect the general welfare of the citizens. Local governments also recognized that it was to their mutual benefit to cooperate in the enforcement of laws designed to control or prohibit the use or sale of controlled drugs, as well as those dealing with sexual offenses, prostitution, and gang activity. The only significant change to the agreement is the addition of a reference to the Northern Virginia Active Violence Incident Plan. The Board approved this addendum on June 20, 2017.

FISCAL IMPACT:

None

Board Agenda Item
April 10, 2018

ENCLOSED DOCUMENTS:

Attachment 1 – Northern Virginia Law Enforcement Mutual Aid Agreement of 2018
Attachment 2 – Northern Virginia Active Violence Plan (2017) Addendum to the
Northern Virginia Mutual Aid Plan
Attachment 3 – Northern Virginia Law Enforcement Mutual Aid Agreement of 2013

STAFF:

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

ASSIGNED COUNSEL:

Karen L. Gibbons, Deputy County Attorney

NORTHERN VIRGINIA LAW ENFORCEMENT

MUTUAL AID AGREEMENT of 2018

By virtue of the authority conferred by Sections 15.2-1724 and 15.2-1726 of the Code of Virginia (1950), as amended, the local governments within Northern Virginia signatory hereto, hereby adopt this Northern Virginia Law Enforcement Mutual Aid Agreement of 2018, this 1st day of January 2018.

Hereafter, this agreement shall be known as the Northern Virginia Law Enforcement Mutual Aid Agreement of 2018.

WITNESS:

WHEREAS, certain local governments in Northern Virginia have determined that providing police aid across jurisdictional boundaries in certain emergencies will increase the ability of the local governments to promote the public safety and protect the general welfare of the citizens; and

WHEREAS, these same local governments agree that it is to their mutual benefit to cooperate in the enforcement of the laws designed to control or prohibit the use or sale of controlled drugs as defined in Section 54.1-3401, commercial sex trafficking as contained in Article 3 (Section 18.2-344 et seq.) of Chapter 8 of Title 18.2, as well as laws designed to curb gang activity as contained in Article 2.1 (Section 18.2-46.1 et seq.) of Chapter 4 of Title 18.2, Code of Virginia (1950), as amended.

NOW, THEREFORE, the parties hereto jointly resolve and agree to the following provisions:

1. Law enforcement assistance may be requested in order to respond to:
 - a. Any law-enforcement emergency involving any immediate threat to life or public safety, during any emergency resulting from the existence of a state of war, act of terrorism, internal disorder, fire, flood, epidemic or other public disaster.
 - b. The need for cooperative law enforcement efforts regarding:
 - 1) The illegal use and sale of controlled drugs.
 - 2) Sexual offenses and prostitution.
 - 3) Gang activity.
2. It is the intent and purpose of this mutual aid agreement that there be the fullest cooperation among the local law enforcement agencies in the Northern Virginia area to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires assistance beyond the capacity of a signatory jurisdiction.

3. The Chief Executive Officer (CEO) or their then acting second in command, of any signatory law enforcement agency is authorized to determine the need for additional law enforcement assistance and/or equipment when an emergency or need exists.
4. If the CEO, or then acting second in command, determines that they need assistance from any jurisdiction that is party to this agreement, they shall communicate their request to the CEO, or their then acting second in command, of the law enforcement agency from which assistance is desired. Such request will include the following:
 - a. The name and title of the official making the request, and the agency they represent.
 - b. A summary of the circumstances initiating the action and a description of the assistance needed.
 - c. The name, title, and location of the official to whom assisting personnel shall report.
5. Upon receipt of a request for assistance, the CEO or then acting second in command receiving the request shall consider the circumstances in the requesting jurisdiction. The receiving CEO or then acting second in command shall evaluate the disposition and availability of their own resources and the capacity of their agency to provide the requested assistance. If the receiving CEO or then acting second in command concurs in the existence of a need for law enforcement assistance, assistance shall be provided as requested within the limits of the receiving agency's resources.
6. For the purposes of this agreement, the police of the Metropolitan Washington Airports Authority may be sent only to the Counties of Arlington, Fairfax, and Loudoun, including signatory towns, in response to requests for assistance. In addition, the Metropolitan Washington Airports Authority may only summon the law enforcement agencies of these same counties and towns for the purpose of obtaining police assistance within its grounds and facilities.
7. For the purpose of providing law enforcement assistance under this agreement, the police of a state-supported institution of higher learning may be sent only to a county, city or town whose boundaries are contiguous with the county or city in which such institution is located.
8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when in the opinion of the agency's CEO, or their then acting second in command, its own personnel are needed or are being used within the boundaries of their own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance, if in the opinion of the agency's CEO, or their then acting second in command, their personnel and/or equipment are needed for other duties within their own jurisdictional boundaries.
9. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities as are enjoyed by the members of the requesting agency. Each law enforcement officer who enters the jurisdiction of the requesting agency pursuant to this agreement shall have the same police powers as the personnel of the requesting agency. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

10. CEO or their then acting second in command of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into their jurisdiction.
11. Subject to the terms of this agreement, and without limiting in any way the other circumstances or conditions in which mutual aid may be requested and provided under this agreement, the parties hereto agree to provide assistance to the requesting jurisdiction in situations requiring mass processing of arrestees and transportation of the same. The parties to this document further agree to assist the requesting jurisdiction with security and operation of temporary detention facilities.
12. Throughout the duration of any response for assistance, the requesting agency shall provide for adequate radio communications so that personnel from the assisting agency can communicate with personnel of the requesting agency. This may be in the form of allowing responding agencies permission to program their radios with the requesting agency's assigned radio frequencies, by providing access to agency-owned radios, through radio interoperability, or by the use of radios available from the National Capital Region (NCR) Radio Cache. (NOTE: As of the date of this document 01/01/18 the NCR Radio Cache for NOVA is managed by Fairfax County).
13. Any jurisdiction, which receives aid under this agreement, shall provide for the release of assisting personnel as soon as is practicable.
14. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purpose. As such, all of the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it to the same extent when it is providing assistance outside its boundaries pursuant to this agreement.
15. The law enforcement officers, agents, and employees of an assisting agency, when acting beyond its territorial limits, shall have all the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.
16. The parties shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement.
17. An addendum to this document is the Standard Operating Procedure For A Coordinated Tactical Response To Multiple Active Shooter/Terrorist Incidents In Northern Virginia approved September 1, 2011. The purpose of this SOP is to define roles, responsibilities and initial command and control for critical incidents requiring more than one specialized team (SWAT) in the Northern Virginia Region.
18. An addendum to this document is the Northern Virginia Active Violence Incident Plan (AVI) approved July 1, 2017. The purpose of AVI Plan is to define the roles and responsibilities of patrol commanders in getting as many on-duty patrol resources to an AVI in an affected Northern Virginia jurisdiction as quickly as possible through a more flexible implementation of mutual aid by way of a prearranged patrol response plan.

19. This document, upon adoption, supersedes and replaces the Northern Virginia Law Enforcement Mutual Aid Agreement of March 1, 2013.
20. If any part, section, sub-section, sentence, clause, or phrase of this agreement is, for any reason, declared invalid, such decision shall not affect the validity of the remaining portions of the agreement.
21. This agreement shall remain in effect until terminated by all parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one party hereto, shall be made by thirty (30) days written notice to all other parties, but shall not terminate the agreement among the remaining parties. This document shall remain with full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.
22. A listing of resources available from parties signatory hereto is attached and made a part of this agreement. This list will be updated on an annual basis with the information disseminated to all participating jurisdictions. The Chair of the Northern Virginia Chiefs Group will be responsible for the update process.
23. Any revision to this agreement, except the annual updating of available resources, shall be proposed in writing. All participating jurisdictions will be provided with a copy of the proposal by the initiating agency. Within sixty (60) days of receipt, each jurisdiction will return its comments concerning agreement or disagreement with the revision to the initiating agency. All signatory jurisdictions must agree with any proposed change, and execute an appropriate revision, in order for it to be adopted. Any approved revision will be made part of this agreement as an addendum.

IN WITNESS THEREOF, the parties hereto have executed this agreement.

Northern Virginia Active Violence Incident Plan (2017) Addendum to the Northern Virginia Mutual Aid Plan

I. Purpose

The purpose of this plan is to get as many on-duty patrol resources to an Active Violence Incident (AVI) in an affected Northern Virginia jurisdiction as quickly as possible through a more flexible implementation of mutual aid by way of a prearranged patrol response plan. This plan does not replace any existing mutual aid agreements between agencies but acts as an addendum to the Northern Virginia Mutual Aid Plan.

II. Definition

- A. Active Violence Incident (AVI) – One or more individuals actively engaged in killing or attempting to kill people in a confined and/or populated area. The overriding objective is mass murder. The situation is not contained and is very dynamic in nature.
- B. Everbridge – Provider of software as service based platforms that are used to send emergency or critical communications to individuals or groups using lists, locations, and visual intelligence.
- C. Metropolitan Washington Council of Governments (COG) - The Metropolitan Washington Council of Governments (COG) is an independent, nonprofit association that brings area leaders together to address major regional issues in the District of Columbia, suburban Maryland, and Northern Virginia. COG's membership is comprised of 300 elected officials from 23 local governments, the Maryland and Virginia state legislatures, and U.S. Congress.
- D. Northern Virginia - City of Alexandria, Arlington County, Town of Dumfries, City of Fairfax, Fairfax County, City of Falls Church, Town of Haymarket, Town of Herndon, Town of Leesburg, Loudoun County, City of Manassas, City of Manassas Park, Town of Middleburg, Prince William County, Town of Purcellville, and the Town of Vienna.

III. AVI Call Type

- A. In order to get the appropriate resources to the affected jurisdiction, a new call type was created. When a jurisdiction decides that an immediate, outside assistance is needed due to an AVI, the affected jurisdiction will notify its communication center and an "AVI" call type will be pushed out to the other participating jurisdictions.

- B. The communication center will inform the participating agencies that an "AVI" has been initiated and the appropriate information will be conveyed.
- C. Once the "AVI" has been relayed, the agreed upon staffing will immediately deploy to the affected jurisdiction.
- D. The AVI Call Type will contain five critical pieces of information:
 - 1. Active Violence Incident
 - 2. Location of AVI
 - 3. Brief Description of Situation
 - 4. Reporting Location (Staging Area)
 - 5. Specific Person to Report to

IV. Communications

- A. Each agency should pre-identify the agencies that border or are located within their jurisdiction as well as those agencies that are within a 30-minute response and create an AVI Response template in Everbridge.
- B. In the event of an AVI response, the communications center from the affected agency will:
 - 1. Notify the pre-identified agencies through Everbridge that an AVI is occurring. The notification should include the five items identified as the AVI Call Type:
 - a. Active Violence Incident
 - b. Location of AVI
 - c. Brief Description of Situation
 - d. Reporting Location (Staging Area)
 - e. Specific Person to Report to
 - 2. The affected agency shall follow-up telephonically with the pre-identified agencies that an AVI is occurring. This is for redundancy to ensure all agencies are notified and to clarify any questions and/or supply additional information as needed.
 - 3. The affected agency should then notify all of Northern Virginia and COG through Everbridge that an AVI is occurring. This notification is for informational purposes so that those agencies not affected by the AVI, can reposition their resources in order to be prepared for a possible secondary AVI.

V. Response

- A. The response to an AVI demands an immediate and large scale response of personnel and equipment and will be based upon many factors, including but not limited to: situation, time of day, location, type of attack, etc. Upon notification of an AVI, the listed agencies will make every effort to provide the following patrol resources to the affected agency within 15 minutes, if available.

Jurisdiction	Number of Officers/Supervisors
Airport Police (MWAA)	4/1
Alexandria Police	4/1
Arlington Police	4/1
Falls Church Police	Subject to Staffing Levels
Fairfax City Police	Subject to Staffing Levels
Fairfax County Police	4/1
George Mason Police	Subject to Staffing Levels
Haymarket Police	Subject to Staffing Levels
Herndon Police	Subject to Staffing Levels
Leesburg Police	Subject to Staffing Levels
Loudoun County Sheriff	3/1
Manassas City Police	Subject to Staffing Levels
Manassas Park Police	Subject to Staffing Levels
Middleburg Police	Subject to Staffing Levels
NVCC Police	Subject to Staffing Levels
Pentagon Police (PFPA)	Subject to Staffing Levels
Prince William Police	4/1
Purcellville Police	Subject to Staffing Levels
Vienna Police	Subject to Staffing Levels
Virginia State Police	4/1

- B. Agencies bordering the affected agency or located within the County of the affected agency will respond, if staffing levels permit and they are able, to the active violence incident.
- C. Agencies within a 30-minute response to the affected agency can be added to the initial communication for assistance.
- D. Agencies outside a 30-minute response will not be expected to respond to the affected agency or included in the initial call for assistance.
- E. Each agency is responsible for identifying the agencies that will respond to assist if an AVI occurs in its jurisdiction.

VI. Initial Response

- A. Each agency that can provide assistance, will identify those officers/supervisors for the initial response to assist the requesting agency and will authorize an emergency response.
- B. The responding officers will report to the identified staging area. Every effort should be made to ensure that responding officers wearing plain clothes are clearly marked and readily identifiable as law enforcement officers.
- C. Responding officers are to assist the requesting agency as a:
 - 1. Contact Team
 - 2. Scene Security
 - 3. Traffic Control
 - 4. As needed
- D. Responding officers will stay on scene to assist until the requesting agency has sufficient resources on hand to handle the incident, at which point, the responding officers will be released in order to return to their home jurisdictions.
- E. If a jurisdiction cannot provide personnel because of staffing or that jurisdiction is itself responding to an incident, or other similar circumstances, the jurisdiction is not required/obligated to provide personnel to support this plan.

VII. AVI Expectations - The expectation for all participating agencies is:

- A. While there is always a concern of multiple or multi-prong attacks or incidents occurring simultaneously in different jurisdictions, the sharing of patrol resources in order to address an on-going AVI must take precedence over an individual Department's desire to harden its local targets.
- B. Once the deployment of officers to a neighboring jurisdiction has been initiated, those officers who remain should be deployed to possible secondary targets within their home jurisdictions.
- C. All signatory agencies agree to ensure minimal training and/or notification to their line officers regarding the content of this agreement.

This plan shall remain in effect until terminated in writing by all parties notwithstanding the continued tenure of any of the representatives who approved its adoption.

**NORTHERN VIRGINIA
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

Of
2013

By virtue of the authority conferred by Sections 15.2-1724 and 15.2-1726 of the Code of Virginia (1950), as amended, the local governments within Northern Virginia signatory hereto, hereby adopt this Northern Virginia Law Enforcement Mutual Aid Agreement of 2010, this 1st day of March 2013.

Hereafter, this agreement shall be known as the Northern Virginia Law Enforcement Mutual Aid Agreement of 2013.

WITNESS:

WHEREAS, certain local governments in Northern Virginia have determined that providing police aid across jurisdictional boundaries in certain emergencies will increase the ability of the local governments to promote the public safety and protect the general welfare of the citizens; and

WHEREAS, these same local governments agree that it is to their mutual benefit to cooperate in the enforcement of the laws designed to control or prohibit the use or sale of controlled drugs as defined in Section 54.1-3401 or laws contained in Article 3 (Section 18.2-344 et seq.) of Chapter 8 of Title 18.2, as well as laws designed to curb gang activity as contained in Chapter 6 of Title 18.2, Code of Virginia (1950), as amended.

NOW, THEREFORE, the parties hereto jointly resolve and agree to the following provisions:

1. Law enforcement assistance may be requested in order to respond to:
 - a) Any law-enforcement emergency involving any immediate threat to life or public safety, during any emergency resulting from the existence of a state of war, act of terrorism, internal disorder, fire, flood, epidemic or other public disaster.
 - b) The need for cooperative law enforcement efforts regarding:

- 1) The illegal use and sale of controlled drugs.
 - 2) Sexual offenses and prostitution.
 - 3) Gang activity.
2. It is the intent and purpose of this mutual aid agreement that there be the fullest cooperation among the local law enforcement agencies in the Northern Virginia area to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires assistance beyond the capacity of a signatory jurisdiction.
3. The Chief Executive Officer (CEO) or their then acting second in command, of any signatory law enforcement agency is authorized to determine the need for additional law enforcement assistance and/or equipment when an emergency or need exists.
4. If the CEO, or then acting second in command, determines that they need assistance from any jurisdiction that is party to this agreement, they shall communicate their request to the CEO, or their then acting second in command, of the law enforcement agency from which assistance is desired. Such request will include the following:
 - a) The name and title of the official making the request, and the agency they represent.
 - b) A summary of the circumstances initiating the action and a description of the assistance needed.
 - c) The name, title, and location of the official to whom assisting personnel shall report.
5. Upon receipt of a request for assistance, the CEO or then acting second in command receiving the request shall consider the circumstances in the requesting jurisdiction. The receiving CEO or then acting second in command shall evaluate the disposition and availability of their own resources and the capacity of their agency to provide the requested assistance. If the receiving CEO or then acting second in command concurs in the existence of a need for law enforcement assistance, assistance shall be provided as requested within the limits of the receiving agency's resources.
6. For the purposes of this agreement, the police of the Metropolitan Washington Airports Authority may be sent only to the Counties of Arlington, Fairfax, and Loudoun, including signatory towns, in response to requests for assistance. In addition, the Metropolitan Washington Airports Authority may only summon the

law enforcement agencies of these same counties and towns for the purpose of obtaining police assistance within its grounds and facilities.

7. For the purpose of providing law enforcement assistance under this agreement, the police of a state-supported institution of higher learning may be sent only to a county, city or town whose boundaries are contiguous with the county or city in which such institution is located.
8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when in the opinion of the agency's CEO, or their then acting second in command, its own personnel are needed or are being used within the boundaries of their own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance, if in the opinion of the agency's CEO, or their then acting second in command, their personnel and/or equipment are needed for other duties within their own jurisdictional boundaries.
9. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities as are enjoyed by the members of the requesting agency. Each law enforcement officer who enters the jurisdiction of the requesting agency pursuant to this agreement shall have the same police powers as the personnel of the requesting agency. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.
10. CEO or their then acting second in command of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into their jurisdiction.
11. Subject to the terms of this agreement, and without limiting in any way the other circumstances or conditions in which mutual aid may be requested and provided under this agreement, the parties hereto agree to provide assistance to the requesting jurisdiction in situations requiring mass processing of arrestees and transportation of the same. The parties to this document further agree to assist the requesting jurisdiction with security and operation of temporary detention facilities.
12. Throughout the duration of any response for assistance, the requesting agency shall provide for adequate radio communications so that personnel from the assisting agency can communicate with personnel of the requesting agency. This may be in the form of allowing responding agencies permission to program their radios with the requesting agency's assigned radio frequencies, by providing access to agency-owned radios, through radio interoperability, or by the use of radios available from the National Capitol Region (NCR) Radio Cache. (NOTE:

As of the date of this document 03/01/13 the NCR Radio Cache for NOVA is managed by Fairfax County).

13. Any jurisdiction, which receives aid under this agreement, shall provide for the release of assisting personnel as soon as is practicable.
14. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purpose. As such, all of the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it to the same extent when it is providing assistance outside its boundaries pursuant to this agreement.
15. The law enforcement officers, agents, and employees of an assisting agency, when acting beyond its territorial limits, shall have all the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.
16. The parties shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement.
17. **The Standard Operating Procedure For A Coordinated Tactical Response To Multiple Active Shooter/Terrorist Incidents In Northern Virginia was approved September 1, 2011 to define roles, responsibilities and initial command and control for critical incidents requiring more than one specialized team (SWAT) in the Northern Virginia Region.**
18. This document, upon adoption, supersedes and replaces the Northern Virginia Law Enforcement Mutual Aid Agreement of July 1, 2002.
19. If any part, section, sub-section, sentence, clause, or phrase of this agreement is, for any reason, declared invalid, such decision shall not affect the validity of the remaining portions of the agreement.
20. This agreement shall remain in effect until terminated by all parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one party hereto, shall be made by thirty (30) days written notice to all other parties, but shall not terminate the agreement among the remaining parties. This document shall remain with full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.

21. A listing of resources available from parties signatory hereto is attached and made a part of this agreement. This list will be updated on an annual basis with the information disseminated to all participating jurisdictions. The Chair of the Northern Virginia Chiefs Group will be responsible for the update process.
22. Any revision to this agreement, except the annual updating of available resources, shall be proposed in writing. All participating jurisdictions will be provided with a copy of the proposal by the initiating agency. Within sixty (60) days of receipt, each jurisdiction will return its comments concerning agreement or disagreement with the revision to the initiating agency. All signatory jurisdictions must agree with any proposed change, and execute an appropriate revision, in order for it to be adopted. Any approved revision will be made part of this agreement as an addendum.

IN WITNESS THEREOF, the parties hereto have executed this agreement.

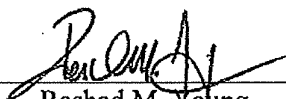
Northern Virginia
Law Enforcement Mutual Fund Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement.

On Behalf

Of the

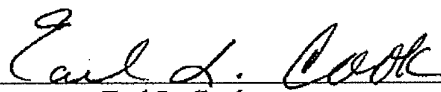
City of Alexandria Police Department, Virginia



Rashad M. Young
City Manager

3/18/13

Date



Earl L. Cook
Chief of Police

02/26/13

Date

APPROVED AS TO FORM:



~~James L. Banks, Jr.~~
Assistant City Attorney 

03-11-13

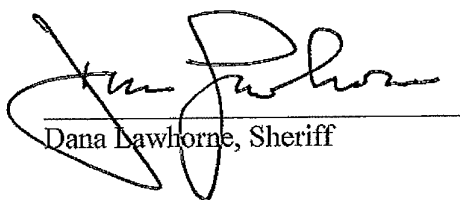
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

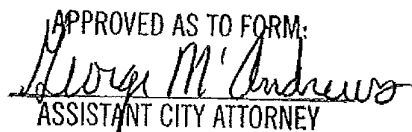
Alexandria Sheriff's Office


Dana Lawhorne, Sheriff

2/25/13
Date


Rashad Young, City Manager

4/23/13
Date

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

Arlington County, Virginia

(Name of Agency)

Barbara M. Donnellan
Barbara Donnellan
County Manager

1-30-2013
Date

M. Douglas Scott
M. Douglas Scott
Chief of Police

1-29-2013
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

Arlington County Sheriff's Office

(Name of Agency)

Beth Ault

1/30/13

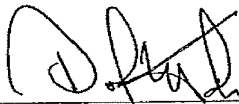
Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

Town of Dumfries

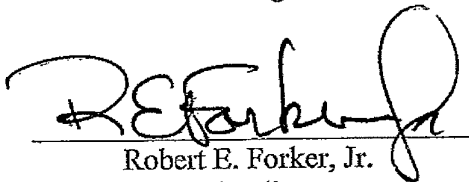
(Name of Agency)



Daniel E. Taber
Town Manager

4-23-13

Date



Robert E. Forker, Jr.
Chief of Police

4/23/2013

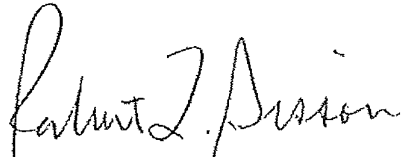
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

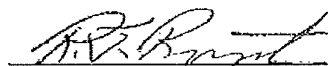
*On Behalf
Of the*

City of Fairfax Police Department



Robert L. Sisson, City Manager

1/22/13
Date



Richard J. Rappoport, Chief of Police

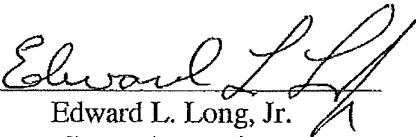
1/22/13
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

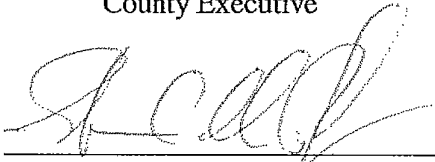
*On Behalf
Of the*

Fairfax County Police Department, Virginia



Edward L. Long, Jr.
County Executive

6/18/2013
Date



Edwin C. Roessler Jr.
Acting Chief of Police

6.14.2013
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

City of Falls Church Police Department
(Name of Agency)



Mary Gavin
Chief of Police



Wyatt Shields
City Manager

 Jan 14, 2013

Date

Jan. 14. 2013

Date

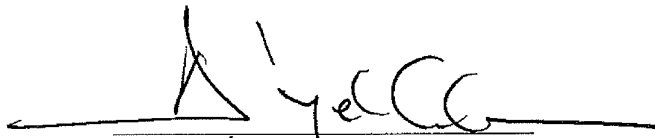
Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

GEORGE MASON UNIVERSITY POLICE DEPARTMENT

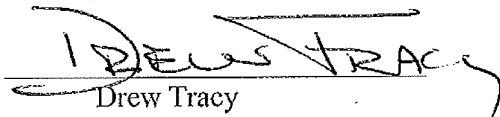
(Name of Agency)



Ángel Cabrera
President

2.27.2013

Date



Drew Tracy
Interim Chief of Police

2-26-2013

Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

Haymarket Police Department
(Name of Agency)

James Rapp

3-6-13

Chief of Police

3/6/13

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

Town of Herndon Police Department, Virginia


Arthur A. Anselene
Town Manager

3/28/13
Date


Maggie A. DeBoard
Chief of Police

3-27-13
Date

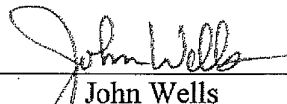
Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

Town of Leesburg Police Department, Virginia

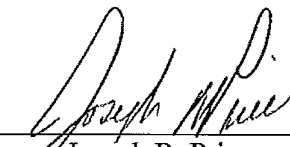
(Name of Agency)



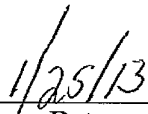
John Wells
Town Manager



Date



Joseph R. Price
Chief of Police



Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf

Of the

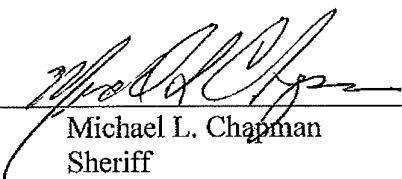
Loudoun County Sheriff's Office, Virginia



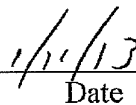
Tim Hemstreet
County Administrator



Date



Michael L. Chapman
Sheriff



Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

Manassas City Police Department

(Name of Agency)

[Signature]
City Manager

1/28/13

[Signature]
Charles W. Keen
Chief of Police

1/28/13

**Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013**

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

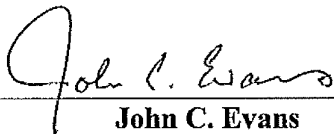
City of Manassas Park Police Department, Virginia
(Name of Agency)



**Frank Jones
Mayor**

2/19/13

Date



**John C. Evans
Chief of Police**

2/19/13

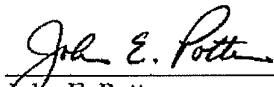
Date

22. Any revision to this agreement, except the annual updating of available resources, shall be proposed in writing. All participating jurisdictions will be provided with a copy of the proposal by the initiating agency. Within sixty (60) days of receipt, each jurisdiction will return its comments concerning agreement or disagreement with the revision to the initiating agency. All signatory jurisdictions must agree with any proposed change, and execute an appropriate revision, in order for it to be adopted. Any approved revision will be made part of this agreement as an addendum.

IN WITNESS THEREOF, the parties hereto have executed this agreement

*on Behalf
of the*

Metropolitan Washington Airports Authority Police Department



John E. Potter

President and Chief Executive Officer

4/29/13
Date



Stephen L. Holl

Chief of Police

4/26/13
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

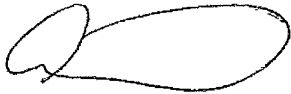
*On Behalf
Of the*

Middleburg Police Department



Martha M. Semmes, Town Administrator

1/16/13
Date



Anthony J. Panebianco, Chief of Police

1/16/13
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

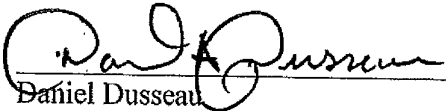
Northern Virginia Community College Police Department
(Name of Agency)



Tony Bansal
Vice President and Chief Administrative Officer
Northern Virginia Community College

1-31-13

Date



Daniel Dusseau
Chief of Police
Northern Virginia Community College

1/25/13

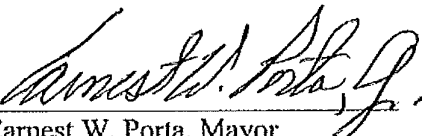
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

TOWN OF OCCOQUAN

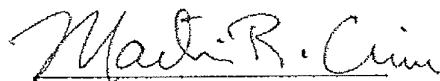

Earnest W. Porta, Mayor

4/8/13
Date


Sheldon E. Levi, Town Sergeant

04/09/2013
Date

Approved as to form:

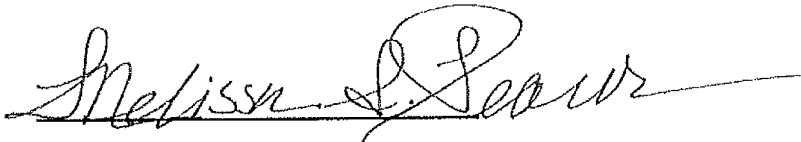

Martin R. Crim, Town Attorney

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

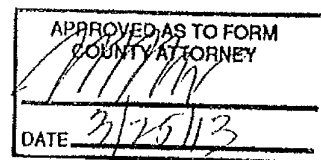
(Prince William County Police Department, Virginia)

 4-26-13

Melissa S. Peacor
County Executive



Stephan M. Hudson
Chief of Police



Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

Town of Purcellville Police Department

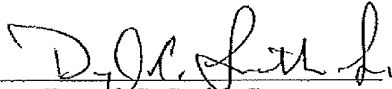
(Name of Agency)



Robert W. Lohr Jr.
Town Manager

4/2/13

Date



Darryl C. Smith Sr.
Chief of Police

4-2-13

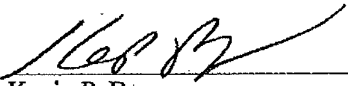
Date

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

*On Behalf
Of the*

The Town of Quantico Police Department
(Name of Agency)


Kevin P. Brown
Mayor, Town of Quantico, Virginia

April 10, 2013


John P. Clair
Chief of Police, Town of Quantico Police Department

APRIL 4TH, 2013

Northern Virginia
Law Enforcement Mutual Aid Agreement
Of
2013

IN WITNESS THEREOF, the parties hereto have executed this agreement

On Behalf
Of the

Town of Vienna Police Department, Virginia
(Name of Agency)

M. Jane Seeman
M. Jane Seeman
Mayor

3-29-13
Date

James A. Morris
James A. Morris
Chief of Police

3-29-13
Date

ACTION - 2

Authorization to Execute a Water Quality Credit Exchange Agreement Between the Upper Occoquan Service Authority (UOSA) and its Member Jurisdictions of the Cities of Manassas and Manassas Park, and Counties of Prince William and Fairfax

ISSUE:

Board of Supervisors approval of and authorization to execute a Water Quality Credit Exchange Agreement between UOSA and its member jurisdictions of the Cities of Manassas and Manassas Park, and Counties of Prince William and Fairfax

RECOMMENDATION:

The County Executive recommends that the Board authorize him to execute an agreement substantially in the form of the attached Water Quality Credit Exchange Agreement between UOSA and its member jurisdictions. The UOSA Board of Directors endorsed the attached agreement on February 15, 2018.

TIMING:

Board action is requested on April 10, 2018, in order for UOSA member jurisdictions to be able to utilize UOSA's water quality credits.

BACKGROUND:

UOSA owns and operates a wastewater reclamation plant that is authorized to discharge total nitrogen ("TN"), total phosphorus ("TP"), and sediment as total suspended solids ("TSS") to the Chesapeake Bay watershed. The UOSA Plant has TN, TP and TSS waste load allocations ("WLA") assigned by the State Water Control Board and the Virginia Department of Environmental Quality (jointly, "DEQ") pursuant to the Water Quality Management Planning Regulation, 9 VAC 25-720, and by the U.S. Environmental Protection Agency ("EPA") pursuant to the Chesapeake Bay Total Maximum Daily Load ("TMDL") and related Virginia Watershed Implementation Plan.

The UOSA plant provides wholesale wastewater reclamation services to its member jurisdictions under a service agreement, made as of the 15th day of May, 1972, and restated and amended, by and between UOSA, a public body politic and corporate duly created to the Virginia Water and Waste Authorities Act, and the City of Manassas and the City of Manassas Park, municipal corporations of the Commonwealth of Virginia, and the Board of Supervisors of Fairfax County and the Board of County Supervisors of Prince William County.

UOSA's permit compliance strategy typically results in discharges of TN, TP and TSS that are consistently less than UOSA's WLA for these water quality parameters. Based

on Virginia Statutes, upon the completion of a calendar year, the actual mass of the parameter discharged during the year subtracted from the corresponding WLA is considered a credit that can be traded or transferred to another entity. The attached agreement provides an opportunity for UOSA's member jurisdictions to utilize UOSA's available credit at their respective jurisdictions for any purpose permitted by law including compliance with requirements under each jurisdiction's Separate Stormwater Sewer System permit issued by DEQ in compliance with the Chesapeake Bay TMDL requirements.

While UOSA typically generates significant water quality credits each calendar year, UOSA does not guarantee the availability of credits in future calendar years. Weather, biological, mechanical, and /or electrical events or circumstances can impact the amount of available credits. Each member jurisdiction must make its own determination regarding the risk of reliance on the availability of UOSA credits for use in their jurisdictions for future years. The available credits will be divided among UOSA member jurisdictions based on each member's pro-rata share of UOSA plant's capacity. Also, the agreement provides for the exchange of credits between UOSA member jurisdictions based on mutually agreed upon terms.

FISCAL IMPACT:

UOSA's water quality credits will be available to its member jurisdictions free of cost, as each member jurisdiction has paid its pro-rata share of capital, operation, and maintenance costs resulting in creation of the credits.

ENCLOSED DOCUMENTS:

Attachment 1: Water Quality Credit Exchange Agreement

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Randolph W. Bartlett, Deputy Director, Stormwater and Wastewater Management, DPWES

Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

ASSIGNED COUNSEL:

Emily H. Smith, Assistant County Attorney

WATER QUALITY CREDIT EXCHANGE AGREEMENT

THIS WATER QUALITY CREDIT EXCHANGE AGREEMENT (this "Credit Agreement") is made this _____ day of _____, 2018, by and between the Upper Occoquan Service Authority ("UOSA") and the jurisdictions of the City of Manassas, the City of Manassas Park, Prince William County and Fairfax County, Virginia (each a "Jurisdiction" or "Member Jurisdiction" and jointly the "Jurisdictions" or "Member Jurisdictions").

BACKGROUND

A. The UOSA Plant. UOSA owns and operates a wastewater reclamation plant that is authorized to discharge the nutrients, total nitrogen ("TN") and total phosphorus ("TP") as well as sediment as total suspended solids ("TSS") to the Chesapeake Bay watershed. The UOSA Plant has TN, TP and TSS waste load allocations ("WLA") assigned by the State Water Control Board and the Virginia Department of Environmental Quality (jointly, "DEQ") pursuant to the Water Quality Management Planning Regulation, 9 VAC 25-720, and by the U.S. Environmental Protection Agency ("EPA") pursuant to the Chesapeake Bay Total Maximum Daily Load ("TMDL") and related Virginia Watershed Implementation Plan ("WIP").

The UOSA Plant provides wholesale wastewater reclamation services to the Jurisdictions under a "Service Agreement", made as of the 15th day of May, 1972, and restated and amended, by and between UOSA, a public body politic and corporate duly created to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area, as defined in the Service Agreement.

The UOSA Plant is subject to the General Virginia Pollutant Discharge Elimination System ("VPDES") Watershed Permit Regulation for TN and TP Discharges and Nutrient Trading in the Chesapeake Bay Watershed in Virginia, 9 VAC 25-820, most recently reissued by DEQ effective January 1, 2017, as hereafter modified or reissued from time to time (the "Watershed General Permit"). UOSA's permit compliance strategy typically results in discharges of TN, TP and TSS that are consistently beneath UOSA's WLA for these parameters. Based on Virginia Statutes, upon the completion of a calendar year, the actual mass of the parameter discharged during the year subtracted from the corresponding WLA is considered a credit that can be traded or transferred to another entity.

B. The Locality MS4. The Jurisdictions own and operate separate municipal stormwater sewer systems ("MS4") authorized to discharge TN, TP and TSS to the Chesapeake Bay watershed. Like the UOSA plant, the MS4s are subject to the Chesapeake Bay TMDL as derived from the Virginia WIP and to a VPDES Permit issued to the Jurisdictions by DEQ. Pursuant to the TMDL, WIP and VPDES Permit for the MS4, it is anticipated that the Jurisdictions

will reduce MS4-related TN, TP and TSS discharges pursuant to individually developed and DEQ-approved TMDL Action Plans.

C. **Legal Authority.** Pursuant to Virginia Code § 62.1-44.19:21, the Jurisdictions may acquire and use TN and TP credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of its MS4 VPDES Permit, including credits generated by the UOSA Plant by discharging less TN or TP than permitted under the Watershed General Permit. Pursuant to Virginia Code § 62.1-44.19:21.1, the Jurisdictions may also acquire and use TSS credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of its MS4 VPDES Permit, including credits generated by the UOSA Plant by discharging less TSS than allocated under the Chesapeake Bay TMDL. With respect to all three parameters, it is recognized that this authority does not limit or otherwise affect the authority of DEQ to establish and enforce more stringent water quality-based effluent limitations in permits where such limitations are necessary to protect local water quality and, further, that the use of water quality credits does not relieve an MS4 permit holder of any requirement to comply with applicable local water quality-based limitations.

D. **MS4 TMDL Obligations.** The Jurisdictions may determine that utilizing UOSA-generated TN, TP and TSS credits may provide a more cost-effective alternative to the construction of stormwater retrofit projects. This agreement is designed to facilitate UOSA credit availability to the Jurisdictions where appropriate and when available.

E. **UOSA Credit Availability.** This agreement is structured to allow Member Jurisdictions to utilize the actual, historical TN, TP, and TSS credits generated in any given calendar year for MS4 compliance purposes (or for any other purpose permitted by law). While UOSA typically generates significant credits each calendar year, UOSA cannot guarantee the availability of credits in future calendar years. Individually or in combination weather, biological, mechanical, or electrical events or circumstances can impact the amount and availability of credits. Each Member Jurisdiction shall make its own determination regarding the risk of reliance on the availability of UOSA credits in future years.

F. **UOSA Transfer Credit Costs.** The Member Jurisdictions currently fund all the costs associated with TN, TP and TSS removal and UOSA will not incur significant additional costs to make TN, TP and TSS credits available to the Member Jurisdictions. Consequently, pursuant to this agreement, and in consideration therefore, these credits will be provided to Member Jurisdictions at no cost.

NOW, THEREFORE, in consideration of the foregoing premises (hereby incorporated as if fully set forth herein), the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which UOSA and the Jurisdictions acknowledge, the parties hereby agree as follows.

1. **Annual Credit Transfers Feasibility Determination.** Pursuant to the procedures herein, UOSA shall annually notify and transfer to the requesting Jurisdictions their allocated share of available water quality credits to help meet the Jurisdictions' requirements under its DEQ-

Approved Chesapeake Bay TMDL Action Plan for its MS4 (or for any other purpose permitted by law). UOSA shall notify each Jurisdiction of its prior year available credits, based on the allocations as provided in section 1.b, by January 15 of each year. By February 15 of each year, each Jurisdiction will in turn notify UOSA of the amount of its available prior year credits that they plan to utilize for MS4 compliance purposes. The annual transfer shall be made by UOSA's execution and delivery to the Jurisdictions of the Annual Water Quality Credit Transfer Form (Attachment A hereto) on or before April 1 immediately following each calendar year of UOSA's credit generation. The balance of any credits that the Jurisdictions decline to request for MS4 compliance purposes will remain as credits within the Virginia Nutrient Exchange Association with which UOSA participates. Each Jurisdiction electing to have its share of credits remain with the Virginia Nutrient Exchange Association will receive a credit for the Virginia Nutrient Exchange Association end of year valuation for those credits.

- a. Credit Transfer Ceilings. UOSA's annual credit transfer obligations to the Jurisdictions shall not exceed the actual available and allocated credits to the Jurisdictions.
- b. Allocation of Credits. The Jurisdictions' allocation of UOSA's annual available credits are the same as the flow allocations documented in the Restated and Amended Service Agreement and any subsequent capacity sales agreements. The UOSA annual available credits are determined by taking the difference between UOSA's annual TN, TP and TSS WLAs and its actual discharge mass of TN, TP and TSS for that calendar year.
- c. Term & Termination of Initial Credit Transfers. UOSA's annual credit transfer obligations to the Jurisdictions under this Paragraph 1 shall expire upon (i) termination as specifically authorized by any other provision of this Credit Agreement, or (ii) December 31, 2036, whichever occurs first.

2. Regulatory Plans & Approvals. Each Jurisdiction shall be responsible for all compliance submissions necessary to DEQ or others for use of the Credit Transfers from UOSA. UOSA shall have no responsibility for the failure or refusal of DEQ or other governmental authority to approve such transfers.

- a. Jurisdictions TMDL Action Plan. For purposes of annual transfers, the Jurisdictions shall include in their Chesapeake Bay TMDL Action Plan a provision for the receipt and use of TN, TP and TSS credits from the UOSA Plant (in no more than the amount of Credit Transfers available to that Jurisdiction as calculated herein).

3. Authorized Use of Credits. Each Jurisdiction agrees that its sole and limited use of the TN, TP, and TSS credits transferred under this Credit Agreement shall be for the purpose of MS4 Permit compliance and Chesapeake Bay TMDL implementation (or for any other purpose permitted by law) and that it shall not transfer any portion of UOSA-generated credits (or WLA, if applicable) to any other person or entity, except as provided in subparagraph 3.a.

- a. **Inter-Jurisdictional Trading of Credits.** All Jurisdictions may make a portion or all of their annual allocation of available credits available to other Jurisdictions through mutual agreement. This annual transfer shall be made by one Jurisdiction's execution and delivery to the other Jurisdiction of the Annual Water Quality Credit Inter-Jurisdictional Transfer Form (Attachment B hereto) on or before May 20 immediately following each calendar year of UOSA's credit generation. Notification of all Inter-Jurisdictional trading of credits shall be made to UOSA at the same time.

4. **Permits & Approvals.** If for any reason any federal, state, regional or local government or agency fails to issue any necessary permit, approval or other authorization for the transfers contemplated by this Credit Agreement, UOSA shall be excused from its performance hereunder.

5. **Change in Law.** In the event of any change in applicable laws or regulations, by which UOSA is unable to perform its transfer obligations as provided herein, each Jurisdiction shall be solely responsible for otherwise meeting its TMDL and MS4 Permit obligations.

6. **Credit Supply Constraints.** UOSA makes no representation regarding the sufficiency of credits to satisfy each Jurisdiction's MS4 compliance obligations or the amount of credits that may be available for transfer to each Jurisdiction. UOSA's obligations hereunder shall be limited to transferring to each Jurisdiction its allocated share of UOSA's available credits. UOSA assumes no obligation under this Credit Agreement to install, upgrade, improve, or alter the operation of any portion of its sewerage system or treatment works for purposes of providing water quality credits (or allocations).

7. **No Third-Party Beneficiaries.** This Credit Agreement is solely for the benefit of the Jurisdictions hereto and their permitted successors and assigns and shall not confer any rights or benefits on any other person or entity.

8. **No Assignment.** No Jurisdiction may transfer or assign this Credit Agreement, or its rights or obligations hereunder, without the prior written consent of UOSA.

9. **Member Jurisdictions right of first refusal to transfer of credits to non-Member Jurisdiction entities.** Notwithstanding anything else in this agreement to the contrary, a Member Jurisdiction may request UOSA to transfer that Member Jurisdiction's credits (as identified in paragraph 1) to another appropriate entity within the same tributary (as that term is defined in the statute permitting the transfer). In such event, as a prerequisite to that transfer, the non-requesting Member Jurisdictions shall have the right to receive the requesting Jurisdiction's credits on the same terms as offered to the non-Member Jurisdiction entity. In the event no Member Jurisdiction elects to receive the requesting Jurisdiction's credits, and the receiving appropriate entity executes an agreement substantially similar to this agreement (with the entity substituted for Member Jurisdictions) affirming that neither the requesting Jurisdiction nor UOSA has any ongoing responsibility related to the credit transfer, UOSA shall then transfer the requesting Jurisdiction's credits to another appropriate entity.

10. **Expenses; Commissions.** Except as provided herein, each Jurisdiction shall pay its own fees and expenses, including its own counsel fees, incurred in connection with this Credit Agreement or any transaction contemplated hereby. The Jurisdictions represent and warrant to each other that they have not dealt with any business broker or agent who would be entitled to a brokerage commission or finders fee as a result of this Credit Agreement or any related transactions.

11. **Governing Law; Venue; Severability.** This Credit Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. This Credit Agreement is a Virginia contract deemed executed and accepted in Fairfax County; and all questions with respect to any of its provisions shall be instituted, maintained, and contested in a court of competent jurisdiction in Fairfax County, Virginia. If any word or provision of this Credit Agreement as applied to UOSA or any Jurisdiction or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.

12. **Termination.** UOSA may terminate this Credit Agreement at any time for any reason by giving Ninety (90) days notice to the Jurisdictions. Any Jurisdiction that chooses not to participate in the Credit Transfers set forth herein, shall so advise UOSA in writing prior to February 15 as set forth in Paragraph 1.

13. **Entire Credit Agreement; Amendments.** This Credit Agreement contains the entire agreement between the Jurisdictions as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Credit Agreement except by a writing signed by all Jurisdictions.

14. **Counterparts; Signatures; Copies.** This Credit Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Credit Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

15. **Authorization.** Each Jurisdiction represents that its execution, delivery and performance under this Credit Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a Jurisdiction or by which it or its properties may be bound or affected.

IN WITNESS WHEREOF, the Jurisdictions hereto have caused the execution of this

Credit Agreement as of the date first written above.

[SIGNATURES BEGIN ON NEXT PAGE]

**SIGNATURE PAGE OF
UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT BY AND BETWEEN
UOSA AND THE JURISDICTIONS**

UPPER OCCOQUAN SERVICE AUTHORITY

By: _____

Charles P. Boepple

Executive Director

**SIGNATURE PAGE OF
UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT BY AND BETWEEN
UOSA AND THE JURISDICTIONS**

CITY OF MANASSAS, VIRGINIA

By: _____

William Patrick Pate

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

County Attorney

**SIGNATURE PAGE OF
UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT BY AND BETWEEN
UOSA AND THE JURISDICTIONS**

CITY OF MANASSAS PARK, VIRGINIA

By: _____

Laszlo Palko

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**SIGNATURE PAGE OF
UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT BY AND BETWEEN
UOSA AND THE JURISDICTIONS**

PRINCE WILLIAM COUNTY, VIRGINIA

By: _____
Christopher E. Martino
County Executive

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

**SIGNATURE PAGE OF
UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT BY AND BETWEEN
UOSA AND THE JURISDICTIONS**

FAIRFAX COUNTY VIRGINIA

By: _____
Bryan J. Hill
County Executive

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

**UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT
ATTACHMENT A**

Annual Water Quality Credit Transfer Form

Instructions: To be completed and executed by UOSA and delivered to Jurisdictions of this Agreement on or before each April 1 immediately following the calendar year of credit generation by UOSA

By execution and delivery of this Annual Credit Transfer Form, UOSA transfers the following water quality credits in the amounts specified to the Jurisdiction in accordance with, and for the specific and limited purposes of, the Upper Occoquan Service Authority Water Quality Credit Exchange Agreement.

Transferor: **Upper Occoquan Service Authority**

Transferee (MS4): See Below

Calendar Year Credits Generated: _____

Date Credits Transfer: _____

MS4	TN (lbs/yr)	TP (lbs/yr)	TSS (lbs/yr)
City of Manassas			
City of Manassas Park			
Prince William County			
Fairfax County			

Signed (for Transferor): _____

Name (Print): _____

Title: _____

**UPPER OCCOQUAN SERVICE AUTHORITY
WATER QUALITY CREDIT EXCHANGE AGREEMENT
ATTACHMENT B**

Annual Water Quality Credit Inter Jurisdictional Transfer Form

Instructions: To be completed and executed by one Jurisdiction of the Service Agreement and delivered to another Jurisdiction of the Agreement on or before each May 20 immediately following the calendar year of credit generation by UOSA

By execution and delivery of this Annual Credit Transfer Form, the transferor Jurisdiction transfers the following water quality credits in the amounts specified to the transferee Jurisdiction in accordance with, and for the specific and limited purposes of, the Upper Occoquan Service Authority Water Quality Credit Exchange Agreement.

Transferor: _____

Transferee (MS4): _____

Calendar Year Credits Generated: _____

Date Credits Transfer: _____

TN (lbs/yr)	TP (lbs/yr)	TSS (lbs/yr)

Signed (for Transferor): _____

Name (Print): _____

Title: _____

ACTION - 3

Approval of a Standard Project Agreement with the Virginia Department of Transportation for the Davis Drive Extension/Dulles Toll Road Overpass Preliminary Engineering (Dranesville District)

ISSUE:

Board of Supervisors approval of, and authorization for the Director of the Department of Transportation to execute a Project Administration Agreement (PAA) with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 2, for the implementation of the Davis Drive Extension (formerly Rock Hill Road)/Dulles Toll Road (DTR) Overpass Preliminary Engineering (Project).

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment 1), authorizing the Director of the Department of Transportation to execute a PAA with VDOT substantially in the form of Attachment 2, for the implementation of the Project.

TIMING:

The Board of Supervisors (Board) should act on this item on April 10, 2018, so that VDOT can begin implementation of the Project.

BACKGROUND:

The Davis Drive Extension/DTR Overpass project will be a new multimodal connection between Fairfax County and Loudoun County over the Dulles Toll Road. The new bridge will connect Sunrise Valley Drive to Innovation Avenue in Loudoun County. The new connection would be located just west of the Innovation Center Metrorail Station. The project will include a new four-lane divided road and bridge, bike lanes, and sidewalks. The proposed roadway would provide an additional crossing Dulles Corridor in the area, and provide direct connections within the Innovation Center Transit Station Area (TSA). The project would provide additional capacity across the Dulles Corridor, reduce congestion and delays on Route 28 and Centreville Road, and improve accessibility and mobility to and within the area surrounding the Innovation Center Metrorail Station. This project is the highest priority for improving circulation in the TSA. The current total project estimate (TPE) is \$100 million.

The proposed agreement between Fairfax County and VDOT would be for the implementation of preliminary engineering. Loudoun County will be entering into its own project agreement with VDOT for the same scope of work, and at the same cost (\$500,000). This will be implemented as a single project by VDOT. Activities in the

scope of work include, but are not limited to what is shown below, can be found in Appendix B of the agreement (Attachment 2).

- Information obtained from the previous studies/analyses will be reviewed and VDOT will obtain new aerial mapping. Also, provide ground survey as necessary to support the aerial mapping.
- Perform preliminary engineering/conceptual feasibility design on the preferred alignment considering the existing constraints and upcoming projects that may affect roadway profile and determine the impacts to adjacent property. Project termini extend from Sayward Boulevard (in Fairfax County) to (new) Innovation Avenue (in Loudoun County), to the west of the existing Center for Innovative Technology (CIT) Building. Prepare 5 to 10% level design plans and perform profile studies accordingly. If there are significant design issues with the preferred alignment, then investigate design modifications that would alleviate the design issues.
- Determine cross section features referring to the Fairfax and Loudoun County Comprehensive plans, in particular the proposed growth scenarios driven by the recent Fairfax County Comprehensive plan amendment. Include rendering of typical section with widths of each modal element (motor vehicle, bicycle, and pedestrian) and indicate any design waivers and/or exceptions required for the proposed section.
- Determine preliminary intersection configurations, using the results from the traffic analyses being performed as part of the Fairfax County Comprehensive plan amendment, at the following intersections: (1) Sunrise Valley Drive and Sayward Boulevard; (2) Overpass and Sunrise Valley Drive, and (3) Overpass and (new) Innovation Avenue.
- Identify potential stormwater detention basin locations.
- Perform preliminary Bridge Type, Size, and Location study (Bridge TS&L).
- Perform Preliminary Environmental Inventory (PEI) which indicates environmental features that may be impacted by the project.
- Develop preliminary project cost estimate, including potential utility relocation and right-of-way costs.
- Coordinate with external stakeholders which includes, but is not limited to, WMATA and MWAA.

FISCAL IMPACT:

On January 28, 2014, the Board approved the Transportation Priorities Plan (TPP), which included \$500,000 for the Project. Staff has identified local funding in Fund 40010 County and Regional Transportation Projects for this purpose. There is no impact to the General Fund.

Board Agenda Item
April 10, 2018

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute a Project Administration Agreement with the Virginia Department of Transportation

Attachment 2: Standard Project Administration Agreement for Davis Drive Extension/Dulles Toll Road Overpass Alternatives Analysis, including Related Appendices, with the Virginia Department of Transportation

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Minnix, Chief, Transportation Design Division, FCDOT

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, April 10, 2018, at which meeting a quorum was present and voting, the following resolution was adopted:

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA

AS AN ENDORSEMENT OF THE Davis Drive Extension/Dulles Toll Road Overpass PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of, Davis Drive Extension/Dulles Toll Road Overpass project (VDOT project # 5320-029-416, UPC T20950) (“Project”).

BE IT FURTHER RESOLVED THAT, the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreements (“PAA”, attached) and associated financial documents (Appendix A), executed pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County’s Department of Transportation to execute, on behalf of the County of Fairfax, the PAA with the Virginia Department of Transportation for the implementation of the Project to be administered by VDOT.

Adopted this 10th day of April 2018, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

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

Attachment 2

FAIRFAX COUNTY
PROJECT NUMBER 5320-029-416 UPCT20950

THIS AGREEMENT, made and executed in triplicate on this the ____ day
of _____, 20__, between the COMMONWEALTH OF
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred
to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter
referred to as the "COUNTY."

WITNESSETH

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

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

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

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

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

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

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

A. The DEPARTMENT shall:

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

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.
 4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
 5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY shall:
1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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

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

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

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

COUNTY OF FAIRFAX, VIRGINIA:

Locality Signatory

Date

Typed or Printed Name of Signatory

Date

Signature of Witness

Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

VDOT Administered, Locally Funded Appendix A

Date: **TBD**

Project Number: 5320-029-416

UPC: T20950

CFDA# N/A

Locality: Fairfax

Project Location ZIP+4: 20171-4636

Locality DUNS #074873626

Locality Address (incl ZIP+4): 4050 Legato Rd.,
Suite 400, Fairfax, VA 22033-2895

Project Narrative

Scope: New roadway between Sunrise Valley Drive in Fairfax County and to Davis Drive Extended in Loudoun County. The project includes a new four-lane divided road, a bridge with curb and gutter, a bike lane in each direction, a sidewalk on one side with a shared use path on the other side.

From: Sunrise Valley Drive

To: Davis Drive Extended

Locality Project Manager Contact Info: : Sung Shin Sung.Shin@fairfaxcounty.gov 703-877-5753

Department Project Coordinator Contact Info:

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$500,000
Right of Way & Utilities	
Construction	
Total Estimated Cost	\$500,000
Estimate for Current Billing	\$500,000

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$500,000	Local Funds	100.00%	\$500,000
				\$0
				\$0
Total PE	\$500,000			\$500,000
Right of Way & Utilities				\$0
				\$0
				\$0
Total RW				\$0
Construction				\$0
				\$0
				\$0
Total CN				\$0
Total Estimated Cost	\$500,000			\$500,000

Total Maximum Reimbursement / Payment by Locality to VDOT

\$500,000

Project Financing

Local Funds					Aggregate Allocations
\$500,000	\$0	\$0	\$0	\$0	\$500,000

Payment Schedule

FY 2018	FY 20	FY 20	FY 20
\$500,000			

Program and project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$0 (if applicable)
- VDOT has billed \$0.00 (dollar amount) the locality for this project as of (date)
- VDOT has received \$0.00 (dollar amount) from the locality for this project as of (date)
- The locality shall make a one time payment of \$500,000 no later than 60 days after agreement execution.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- All local contribution payments to VDOT are contingent upon receipt of invoice for the applicable pay period.
- The locality intends to apply for additional funds such as but not limited to NVTAs/Smart Scale/Revenue Sharing/etc. to offset the local contribution. However, in the event these funds cannot be obtained, the locality is committed to providing their local share amount.

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

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: June 15, 2016

Appendix B

Project Number: (UPC T20950) **Locality:** Fairfax

Project Scope	
Work Description:	Extend Davis Drive (Loudoun County) over the Dulles Corridor to connect to Sunrise Valley Drive (Fairfax County)
From:	Davis Drive Extended (Loudoun County)
To:	Sunrise Valley Drive (Fairfax County)
Locality Project Manager Contact Info: Sung Shin sung.shin@fairfaxcounty.gov 703-877-5753 Department Project Coordinator Contact Info:	

Detailed Scope of Services
Davis Drive Extension/Sunrise Valley Drive Overpass will be a new connector between Loudoun County and Fairfax County over the Dulles Corridor, which consists of VA Route 267 (Dulles Toll Road), the Dulles International Airport Access Highway (DIAAH), and the Silver Line of the Metrorail system. The new bridge and new roadway will connect Sunrise Valley Drive over the Dulles Corridor in Fairfax County to Davis Drive (extended) in Loudoun County. The new connection will be located just west of the Innovation Center Metrorail Station. The project is proposing to include a new four-lane divided road, a bridge with curb and gutter, a bike lane in each direction, and a sidewalk on one side with a shared-use path on the other side of the roadway. The scope of work will include: • Information obtained from the previous studies/analyses will be reviewed and VDOT will obtain new aerial mapping. Also, provide ground survey as necessary to support the aerial mapping. • Perform preliminary engineering/conceptual feasibility design on the preferred alignment considering the existing constraints and upcoming projects that may affect roadway profile and determine the impacts to adjacent property. Project termini extend from Sayward Boulevard (in Fairfax County) to (new) Innovation Avenue (in Loudoun County), to the west of the existing Center for Innovative Technology (CIT) Building. Prepare 5 to 10% level design plans and perform profile studies accordingly. If there are significant design issues with the preferred alignment, then investigate design modifications that would alleviate the design issues. • Determine cross section features referring to the Fairfax and Loudoun County Comprehensive plans, in particular the proposed growth scenarios driven by the recent Fairfax County Comprehensive plan amendment. Include rendering of typical section with widths of each modal element (motor vehicle, bicycle, and pedestrian) and indicate any design waivers and/or exceptions required for the proposed section. • Determine preliminary intersection configurations, using the results from the traffic analyses being performed as part of the Fairfax County Comprehensive plan amendment, at the following intersections: (1) Sunrise Valley Drive and Sayward Boulevard; (2) Overpass and Sunrise Valley Drive, and (3) Overpass and (new) Innovation Avenue. • Identify potential stormwater detention basin locations.

- Perform preliminary Bridge Type, Size, and Location study (Bridge TS&L).
- Perform Preliminary Environmental Inventory which indicates environmental features that may be impacted by the project.
- Develop preliminary project cost estimate, including potential utility relocation and right-of-way costs.
- Coordinate with external stakeholders which includes, but is not limited to, WMATA, and MWAA.

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

Authorized Locality Official and date

Typed or printed name of person signing

Residency Administrator/PE Manager/District Construction Engineer
Recommendation and date

Typed or printed name of person signing

Board Agenda Item
April 10, 2018

ACTION - 4

Approval of Minor Variation Request for RZ 2016-MV-011, Artis Senior Living of Fairfax Station LLC, to Increase Building Height by 4.1% above what is Shown on the Generalized Development Plan that was Proffered under Proffer No. 1(A) (Mount Vernon District)

ISSUE:

Board approval of a minor variation to increase building height by 4.1% above what is shown on the Generalized Development Plan that was proffered under Proffer No. 1(A) for RZ 2016-MV-011, pursuant to the provisions of Sect. 18-204 of the Zoning Ordinance.

RECOMMENDATION:

In accordance with Zoning Ordinance Sect. 18-204(5) and Virginia Code § 15.2-2302, the County Executive recommends that the Board waive the requirement of a public hearing and approve an increase building height by 4.1% above what is shown on the Generalized Development Plan that was proffered under Proffer No. 1(A) for RZ 2016-MV-011.

TIMING:

Routine.

BACKGROUND:

Under Par. 5 of Sect. 18-204 of the Zoning Ordinance, the Board may approve certain requests for minor variations to proffered conditions when such requests do not materially affect proffered conditions of use, density, or intensity. Specifically, Par. 5A(2) permits an applicant to request an increase in permitted building height provided that the resultant height does not (1) exceed 15 feet or 15% of the approved building height, whichever is less; (2) cause the building to exceed the maximum height of the zoning district; or (3) have a materially adverse impact on adjacent properties.

On July 26, 2016, the Board of Supervisors approved RZ 2016-MV-011, subject to proffers, to rezone the subject property to the R-2 Zoning District. The Board concurrently approved Special Exception (SE) 2015-MV-032 to permit the site to be developed with a medical care facility. The property is located on the north side of Ox Road, approximately

Board Agenda Item
April 10, 2018

400 feet east of its intersection with Blu Steel Way, on approximately 5.3 acres of land, Tax Map 106-2 ((1)) 8 (see Locator Map in Attachment 1). On Sheet 3 of the Generalized Development Plan (GDP), the maximum height of the structure is shown in two places as 38 feet 5 inches. This specific height is depicted on both the graphical representation of the building as well as in the site data chart. During final design of the building, however, the requestor determined that the final grade to peak measurement would be 40 feet instead of 38 feet 5 inches. The requestor has verified that the height has been measured in accordance with the Zoning Ordinance. The approved proffers and GDP for RZ 2016-MV-011 are available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ZAPSMain.aspx?cde=RZ&seq=4214681>.

On January 31, 2018, the Department of Planning and Zoning (DPZ) received a letter dated January 30, 2018, from Jay Hicks, Senior Vice President for Artis Senior Living, LLC, which is the sole manager of Artis Senior Living of Fairfax Station, LLC, requesting a minor variation to increase the maximum building height. (See Attachment 4). Mr. Hicks included an elevation depicting the revised height. (See Attachment 3). The elevation shows that while certain portions of the building would reach 40 feet, the increase is limited to a tower at the center of the building, not adjacent to the property lines, with the majority of the structure at a height lower than 38 feet 5 inches. Proffer 1(A), requires that "[d]evelopment of the Application Property shall be in substantial conformance with the Generalized Development Plan/Special Exception Plat entitled *Artis Senior Living of Lorton*, which is the working name of the project. Mr. Hicks has also provided a Minor Variation Statement agreeing that the subject property will be developed otherwise in substantial conformance with the governing proffers.

Staff has reviewed RZ 2016-MV-011 and the request to increase the building height and has determined that the requested height increase of 19 inches does not exceed 15 feet or 15% of the approved building height, nor the maximum building height for the R-2 District, which is 60 feet, and that the change will not have a materially adverse impact on adjacent properties. Staff believes that approval of this minor variation request to increase the building height to 40 feet meets the requirements of the Zoning Ordinance and recommends its approval.

FISCAL IMPACT:

None

Board Agenda Item
April 10, 2018

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Minor Variation Statement

Attachment 3: Proposed Elevation and Graphic showing layout per GDP

Attachment 4: Letter dated January 30, 2018, from Jay Hicks to Tracy Strunk

Attachment 5: Affidavit available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4612202.PDF>

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

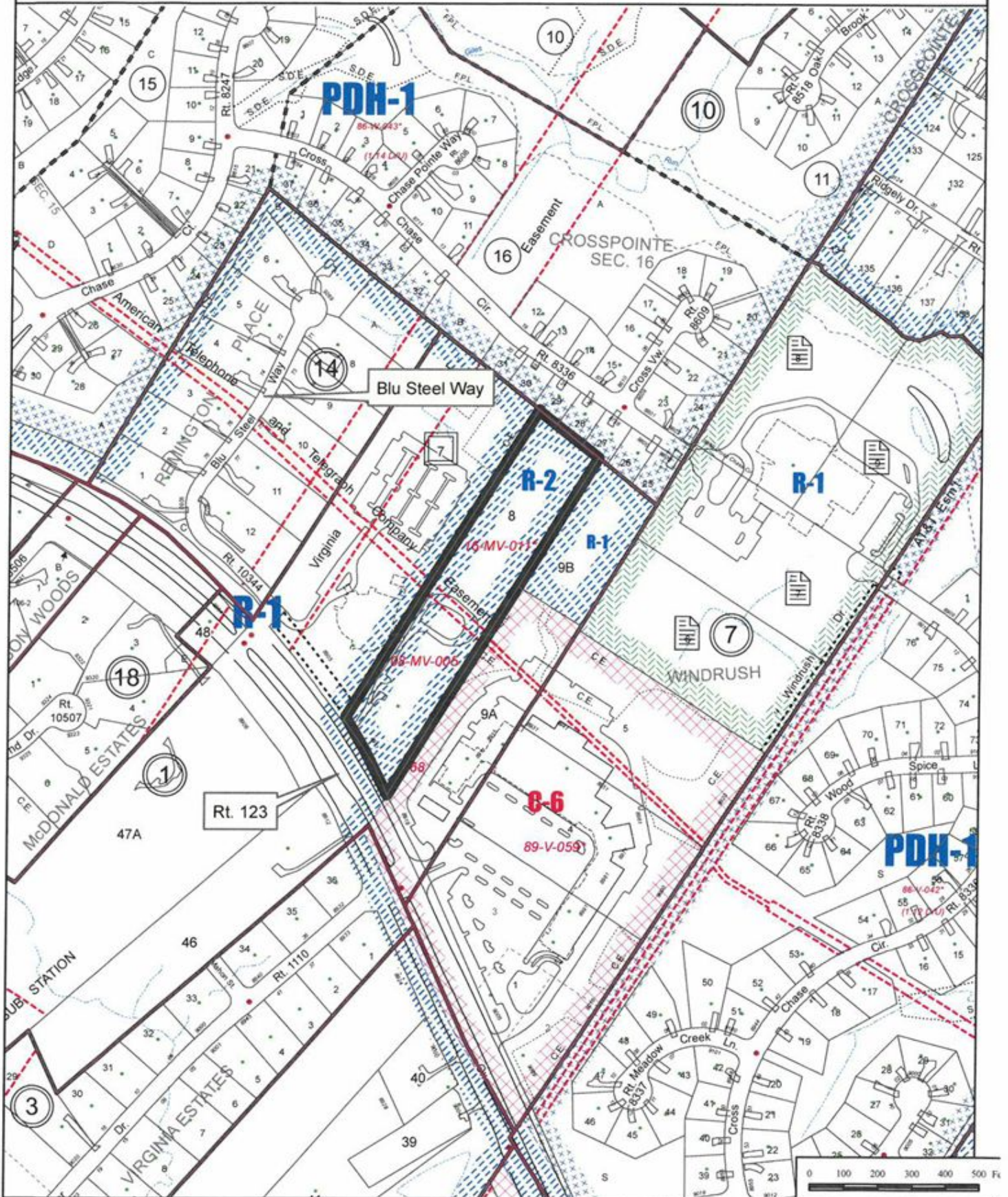
Tracy D. Strunk, Director, Zoning Evaluation Division (ZED), DPZ

Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

ASSIGNED COUNSEL:

Sara Silverman, Assistant County Attorney, Office of County Attorney

Request for Minor Variation



MINOR VARIATION STATEMENT

Artis Senior Living of Fairfax Station, LLC

RZ 2016-MV-011

Pursuant to Section 18-204 of the Zoning Ordinance, the property owner, Artis Senior Living of Fairfax Station, LLC, hereby requests approval of a Minor Variation to the proffers governing Tax Map 106-2 ((1)) 8 to permit an increase in building height from 38 feet 5 inches to 40 inches as shown on the Generalized Development Plan which was proffered under Proffer 1(A) of RZ 2016-MV-011 and commits that the building will be developed otherwise in substantial conformance with the governing proffers.

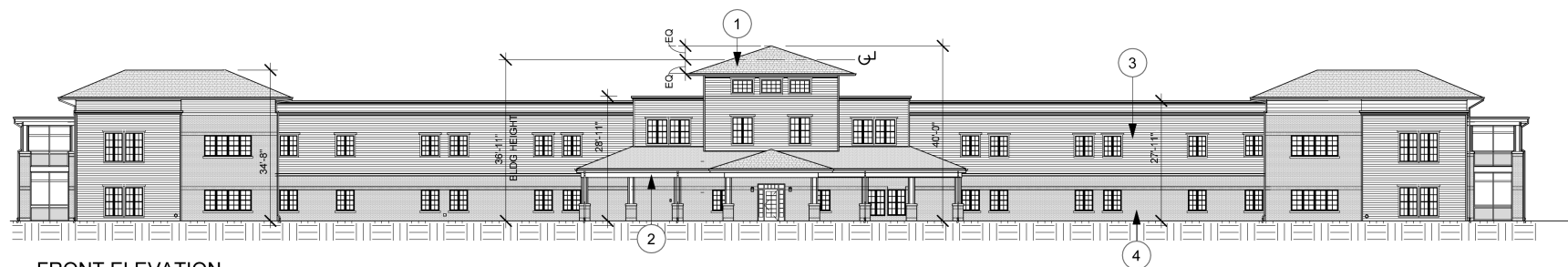
Artis Senior Living of Fairfax Station, LLC,

By: Artis Senior Living, LLC, its sole Manager

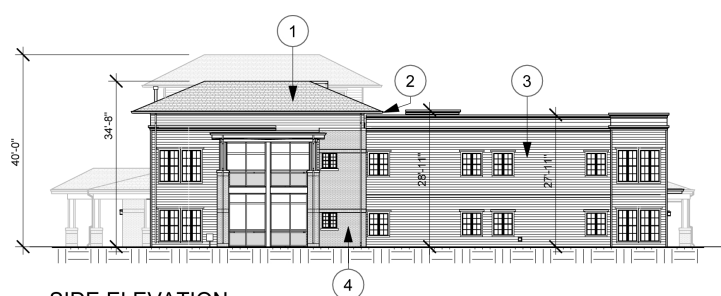
By: _____

Name: Jay Hicks

Title: Senior Vice President

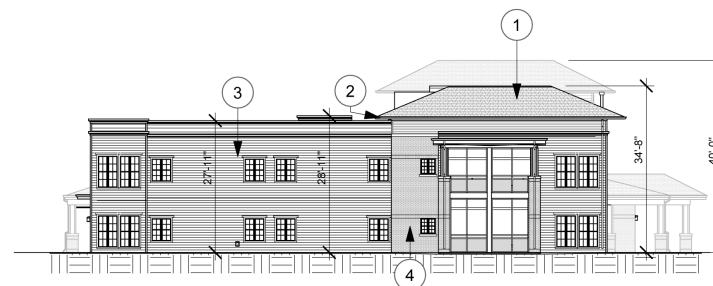


FRONT ELEVATION

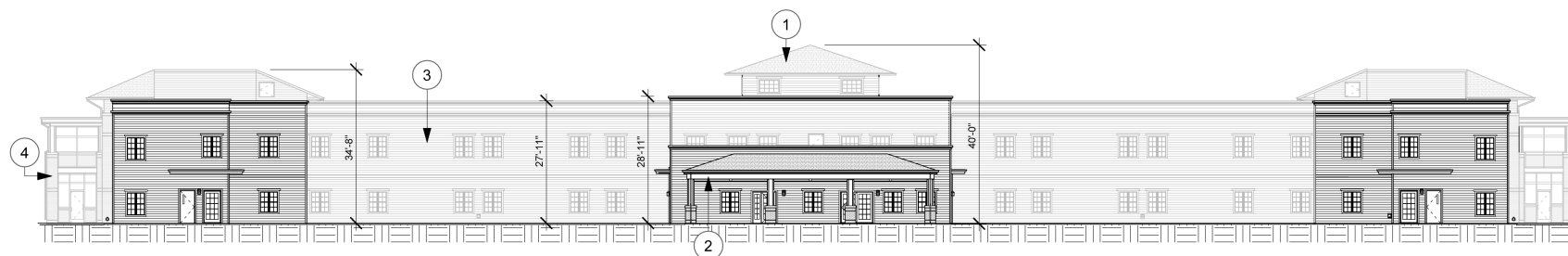


SIDE ELEVATION

- 1 ASPHALT SHINGLES
- 2 WHITE FACIA BOARD
- 3 HARDIE BOARD SIDING
- 4 BRICK



SIDE ELEVATION



BACK ELEVATION



architecture
incorporated

1902 campus commons drive
suite 101
reston, virginia
tel: 703-476-3900
fax: 703-264-0733
www.archinc.com

Artis Senior Living of Fairfax Station
8911 Ox Road
Lorton, VA 22079

Project: 17005.01

Revisions:

ATTACHMENT
1

Scale: 1 : 300
 Drawn by: WJO
 Checked By: CB
 Date: 01/16/18

Sheet

1.0

From Sheet :



JAN 31 2018

Zoning Evaluation Division

January 30, 2018

Tracy Strunk, Director of the Zoning Evaluation Division
Department of Planning and Zoning
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

Ms. Strunk,

I am writing on behalf of Artis Senior Living, LLC to request a minor variation to the proffer set for rezoning application RZ-2016-MV-011 (concurrent with SE-2015-MV-032). The rezoning was approved on July 26, 2016, subject to the attached Proffer Statement dated June 24, 2016.

Proffer Statement Section 6 'Service Drive Easement' references a public service drive that shall provide interparcel access between Parcels 106-2 ((1)) 7 and 9A, as shown on the attached Proffer Exhibit A. Exhibit A depicts a maximum building height calculated during concept design that has since increased. Artis Senior Living, therefore, requests a minor variation to increase the maximum building height by 19 inches to 40 feet.

Section 18-204-5-A(2). Proffered Condition Regulations, allows for minor variations of the proffered conditions and the associated PRC development plan, generalized development plan, conceptual development plan and final development plan, including any approved conditions of such plans, without a public hearing to increase permitted building height provided the resultant height increase does not:

1. **Exceed 15 feet or 15% of the approved building height**

The dimension clarification is being provided to reflect actual, final building design that was completed late 2017. The final grade-to-peak dimension is 40 feet, and the preliminary grade-to-peak dimension shown in the 2016 "Proffer Exhibit A" was 38 feet, 5 inches, a delta of 19 inches. This request is for a 4.1% increase, well below 15% and/or 15 feet.

2. **Cause the building to exceed the maximum height of the zoning district**

Zoning regulations allow for a 60-foot building height. At 40 feet, the building will still be well within the zoning allowances.

3. **Have a materially adverse impact on adjacent properties**

The project was well-supported by the community during the rezoning process. We did not encounter any opposition to the project during numerous community meetings and subsequent public hearings. Additionally, Artis received unanimous support for the project by the planning commission and the Board of Supervisors. With the exception of three single family homes in Crosspointe that are bordered by a dedicated tree preservation area on our property, all remaining surrounding uses are non-residential. We are confident that this 19-inch increase will not have a materially adverse impact on the adjacent properties.



We believe that you will find this minor variation to be consistent with the character of the approved development, and in accordance with the requirements of the Zoning Ordinance. We look forward to your review.

A revised drawing has been provided as an attachment, and is consistent with Artis' final drawings. Should you have any questions, please do not hesitate to contact me at 571-376-6222 or jhicks@artissl.com.

Sincerely,



Jay Hicks, Senior Vice President, Artis Senior Living, LLC

cc: Angelina Rotella, Development Manager – Artis Senior Living, LLC

cc: Suzanne Wright, Proffer Interpretation Branch Chief

RECEIVED
Department of Planning & Zoning

JAN 31 2018

Zoning Evaluation Division



WWW.ARTISSE.COM

Board Agenda Item
April 10, 2018

INFORMATION - 1

Consolidated Plan Certification for the Fairfax County Redevelopment and Housing Authority Moving to Work Plan for Fiscal Year 2019

On April 4, 2018, the Fairfax County Redevelopment and Housing Authority (FCRHA) gave final approval for the submission of its Moving to Work Plan for Fiscal Year 2019 to the U.S. Department of Housing and Urban Development (HUD). Certification that the plan is consistent with the Fairfax County Consolidated Plan is part of the required submission due to HUD by April 13, 2018. County policy requires that the Board of Supervisors (Board) be informed of Consolidated Plan certifications.

The Moving to Work Plan articulates the FCRHA's mission for serving the housing needs of low-income and very low-income households, and the FCRHA's strategy for addressing those needs. The plan is presented in a HUD-mandated format and has had extensive review by the FCRHA and the public. The FCRHA made the plan available for public comment from March 1, 2018 through April 2, 2018, and held the required public hearing on March 8, 2018.

The draft Moving to Work Plan for Fiscal Year 2019, as released by the FCRHA, is available at www.fairfaxcounty.gov/housing.

Unless directed otherwise by the Board, the County Executive will sign the Certification of Consistency with the Consolidated Plan and provide it to the FCRHA for inclusion in the Moving to Work Plan for Fiscal Year 2019 to be submitted to HUD.

ENCLOSED DOCUMENTS:

Attachment 1: Certification of Consistency with the Consolidated Plan

STAFF:

Tisha Deeghan, Deputy County Executive

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Vincent Rogers, Director, FCRHA Policy, Reporting and Communications (PRC), HCD

Elisa Johnson, Associate Director, PRC, HCD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development****Attachment 1**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: _____

Project Name: _____

Location of the Project: _____

Name of the Federal
Program to which the
applicant is applying: _____Name of
Certifying Jurisdiction: _____Certifying Official
of the Jurisdiction
Name: _____

Title: _____

Signature: _____

Date: _____

INFORMATION – 2

Planning Commission Action on Application 2232-B17-21 – Department of Public Works and Environmental Services

On Thursday, February 22, 2018, the Planning Commission voted 12-0 to approve 2232-B17-21.

The Commission noted that the application met the criteria of character, location, and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia and is substantially in accord with the provisions of the adopted Comprehensive Plan.

Application 2232-B17-21 sought to develop a Stormwater/Wastewater Consolidation Facility, to be located at 6000 Freds Oak Drive, Burke, VA 22015 and 10900 Clara Barton Drive, Fairfax Station, VA 22039. Tax Map Numbers: 77-3 ((1)) 11 & 13. Area III. (Braddock District)

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpt

Attachment 2: Vicinity map

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Marianne Gardner, Director, Planning Division, DPZ

Jill Cooper, Executive Director, Planning Commission Office

**County of Fairfax, Virginia
Planning Commission Meeting
February 22, 2018
Verbatim Excerpt**

2232-B17-21 – DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES –
Appl. under Sects. 15.2-2204 and 15.2-2232 of the Code of Virginia to consider the proposal by the Department of Public Works and Environmental Services to develop a Stormwater/Wastewater Consolidation Facility, to be located at 6000 Freds Oak Drive, Burke, VA 22015 and 10900 Clara Barton Drive, Fairfax Station, VA 22039. Tax Map Numbers: 77-3 ((1)) 11 & 13. Area III. (Braddock District)

Decision Only During Commission Matters
(Public Hearing held on February 15, 2018)

Commissioner Hurley: Thank you, Mr. Chairman. Last Thursday evening, the Planning Commission held an extensive public hearing on 2232-B17-21 which is a proposed Stormwater/Wastewater Consolidation Facility. Some transportation details remained to be worked out, specifically trying to obtain VDOT approval to install traffic signals at the intersection of Freds Oak and the parkway. However – well such a light would obviate the need to use Clara Barton on a regular basis. But in the meantime, however, the overall plan is good. As noted by the speakers and in written correspondence, the applicant, that is the Department of Public Works and Environmental Services, has been exceptionally sensitive in responsible – and responsive to the concerns of the neighbors. And as I have said, virtually every conversation on this project, one could not ask for a better neighbor in an industrial zone than DPWES. Therefore, Mr. Chairman, I concur with the staff's recommendation for application 2232-B17-21, that the proposed Stormwater/Wastewater Consolidation Facility, to be located at 6000 Freds Oak Road and 10900 Clara Barton Drive, satisfies the criteria of location, character and extent of the Comprehensive Plan pursuant to *VA Code* 15.2-2232. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND SUBJECT APPLICATION 2232-B17-21 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Ulfelder: Second.

Chairman Murphy: Seconded by Mr. Ulfelder. Is there a discussion of the motion? All those in favor of the motion to approve 2232-B17-21, say aye.

Commissioners: Aye.

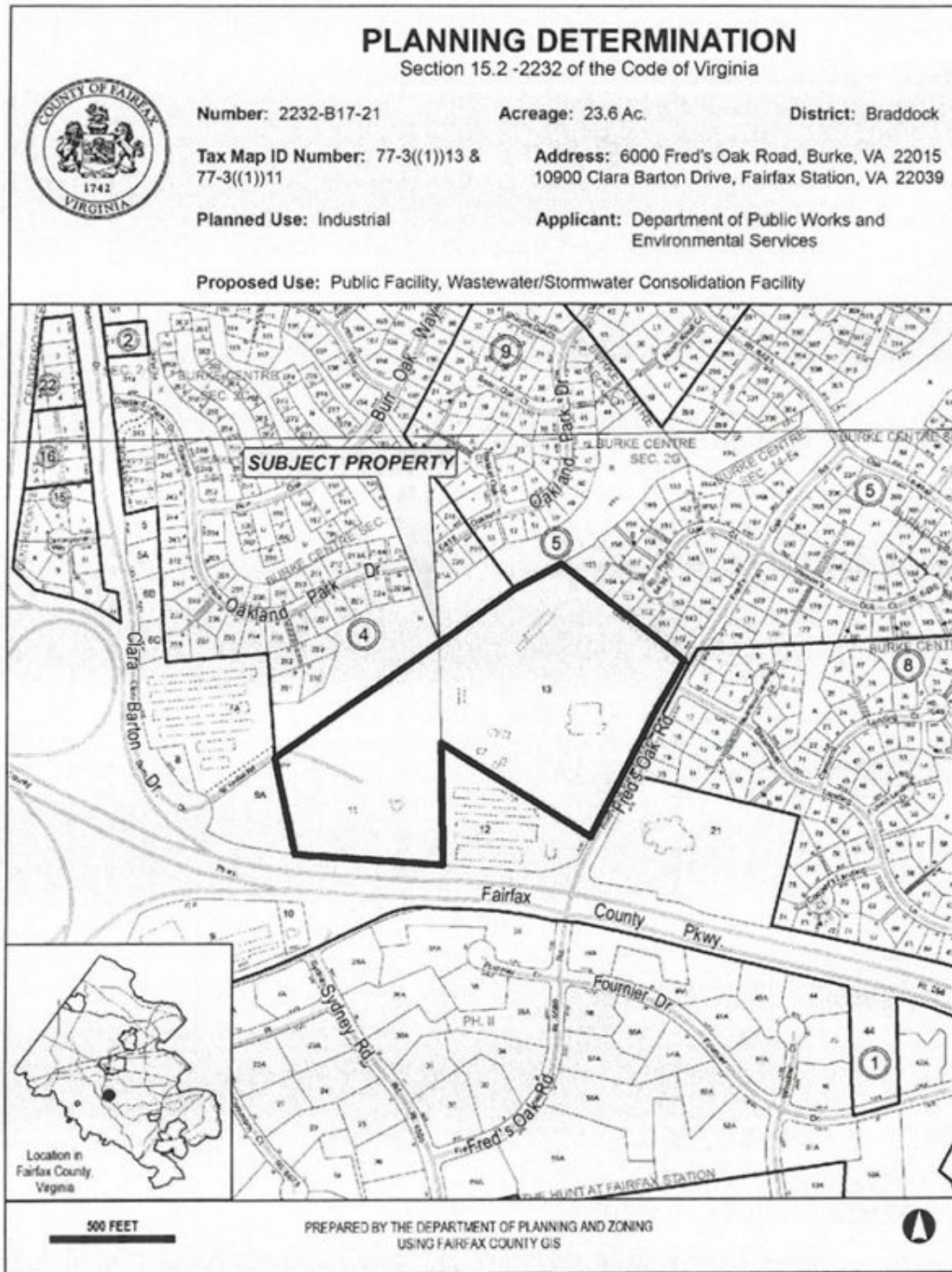
Chairman Murphy: Opposed? Motion carries. Thank you very much.

The motion carried by a vote of 12-0.

SL

2232-B17-21

Page 1



Board Agenda Item
April 10, 2018

10:10 a.m.

Matters Presented by Board Members

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. *Dwain Foltz v. Fairfax County*, Case No. 1:17-cv-939 (E.D. Va.)
 - 2. *Mirsada Karalic-Loncarevic, by GEICO, Subrogee v. Jeffrey Dion Cox and Fairfax County*, Case No. GV17-011867 (Fx. Co. Gen. Dist. Ct.)
 - 3. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Marsha Harris and Barbara Bodson*, Case No. CL-2018-0003691 (Fx. Co. Cir. Ct.) (Braddock District)
 - 4. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ramon A. Navorio*, Case No. CL-2017-0007129 (Fx. Co. Cir. Ct.) (Braddock District)
 - 5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kha Nguyen and Quilan Tran*, Case No. CL-2018-0000561 (Fx. Co. Cir. Ct.) (Braddock District)
 - 6. *Board of Supervisors of Fairfax County, Virginia v. Douglas A. Cohn and Kathryn J. Cohn*; Record No. 171483 (Va. Sup. Ct.) (Dranesville District)
 - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County v. Carolyn Umstott Fisher, Trustee of the Carolyn W. Umstott Revocable Trust, and Nancy Susan Umstott, Trustee of the Carolyn W. Umstott Revocable Trust*, Case No. CL-2017-0004336 (Fx. Co. Cir. Ct.) (Dranesville District)
 - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Eaton Drive, LLC*, Case No. CL-2017-0005818 (Fx. Co. Cir. Ct.) (Dranesville District)
 - 9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Herbert H. Becker*, Case No. CL-2017-0007128 (Fx. Co. Cir. Ct.) (Dranesville District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Morningwood Lane, LLC*, Case No. CL-2018-0004233 (Fx. Co. Cir. Ct.) (Dranesville District)
11. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Larissa Omelchenko Taran*, Case No. CL-2017-0011715 (Fx. Co. Cir. Ct.) (Hunter Mill District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mary K. Devers, Trustee, and Kenneth R. Arnold*, Case No. CL-2017-0004536 (Fx. Co. Cir. Ct.) (Hunter Mill District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Bruce A. Blackerby*, Case No. GV18-005577 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Juan Carlos Aranibar Chinchilla, Rossemay Jeanneth Arnez Villarroel, and A&A Investment, LLC*, Case No. CL-2016-0006961 (Fx. Co. Cir. Ct.) (Lee District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 8428 Richmond Highway, L.L.C.*, Case No. CL-2017-0016710 (Fx. Co. Cir. Ct.) (Lee District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Dorethea Sheppard and Jennifer M. Mangum*, Case No. CL-2018-0004432 (Fx. Co. Cir. Ct.) (Mason District)
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Otis Perry and Elcetia L. Perry*, Case No. CL-2008-0005923 (Fx. Co. Cir. Ct.) (Providence District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Wilfredo A. Menjivar-Belloso and Cesar A. Arias*, Case No. CL-2017-0004958 (Fx. Co. Cir. Ct.) (Providence District)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ahmad Ellini and Parvin Ellini, Trustees of the Ellini Family Trust Dated August 21, 2015*, Case No. CL-2018-0004149 (Fx. Co. Cir. Ct.) (Providence District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Nader Saghafi and Alma Saghafi*, Case No. CL-2018-0004194 (Fx. Co. Cir. Ct.) (Providence District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 8621 Properties LLC*, Case No. GV18-001138 (Fx. Co. Gen. Dist. Ct.) (Providence District)
22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Aster Dawit*, Case No. GV18-005636 (Fx. Co. Gen. Dist. Ct.) (Providence District)

23. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Heirs of Roy E. Rumsey, Roy Donald Rumsey and Juline Rumsey, Case No. CL-2017-0007426 (Fx. Co. Cir. Ct.) (Springfield District)*
24. *Board of Supervisors of Fairfax County, Virginia v. Virginia Alcoholic Beverage Control Board and Bates on Yates, LLC; Additional Party, Concerned Clifton Residents, Case No. CL-2017-0013861 (Fx. Co. Cir. Ct.) (Springfield District)*
25. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County v. Yung Chi Yung, Case No. CL-2017-0004961 (Fx. Co. Cir. Ct.) (Springfield District)*
26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Roberta Couver, Case No. CL-2011-0007717 (Fx. Co. Cir. Ct.) (Sully District)*
27. *Board of Supervisors of Fairfax County v. HANDSONREI, LLC, Case No. GV17-027803 (Fx. Co. Gen. Dist. Ct.) (Dranesville, Lee, Mount Vernon, and Providence Districts)*
28. *Bruce & Tanya and Associates, Inc. v. Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, and Stephen Brich, as Commissioner of Highways for the Commonwealth of Virginia, Case No. 1:17-cv-01155 (E.D. Va.) (Braddock, Lee, Mount Vernon, and Springfield Districts)*

Board Agenda Item
April 10, 2018

2:30 p.m.

Public Hearing on SEA 84-L-013-02 (Echo, Inc.) to Amend SE 84-L-013 Previously Approved for a Public Benefit Association to Allow Site Modifications, Located on Approximately 1.37 Acres of Land Zoned R-1, R-3 and HC (Lee District) (Concurrent with PCA 2003-LE-050)

and

Public Hearing on PCA 2003-LE-050 (Echo, Inc.) to Amend the Proffers for RZ 2003-LE-050 Previously Approved for a Public Benefit Association to Permit Site Modifications and Associated Modifications to Proffers with an Overall Floor Area Ratio of 0.18, Located on Approximately 1.37 Acres of Land Zoned R-1, R-3 and HC (Lee District) (Concurrent with SEA 84-L-013-02)

This property is located at 7205 and 7209 Old Keene Mill Road, Springfield, 22150. Tax Map 90-1 ((1)) 39, 51 and 51B.

PLANNING COMMISSION RECOMMENDATION:

On February 22, 2018, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of SEA 84-L-013-02, subject to development conditions dated February 13, 2018;
- Approval of PCA 2003-LE-050, subject to the execution of proffered conditions dated December 27, 2017;
- Reaffirmation of the modification of the transitional screening width and a waiver of the barrier requirement along the northern portion of the site, adjacent to Old Keene Mill Road, in favor of that shown on the GDP/SE Plat per Section 13-305 of the Zoning Ordinance;
- Reaffirmation of the modification of the transitional screening width requirement and barrier requirements along the western and southern portion of the site per Section 13-305 of the Zoning Ordinance, to that shown on the GDP/SE Plat;
- Approval of a modification of the major paved trail along Old Keene Mill Road per Section 17-201 of the Zoning Ordinance to the existing five-foot wide sidewalk to that shown on the GDP/SE Plat; and

Board Agenda Item
April 10, 2018

- Approval of a waiver of the four to six-foot wide bicycle lane along the Old Keene Mill Road per Paragraph 2 of Section 17-201 of the Zoning Ordinance.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-zoning/zoning-application-board-packages-fairfax-county-board-supervisors>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Daniel Creed, Planner, DPZ

Board Agenda Item
April 10, 2018

2:30 p.m.

Public Hearing on SE 2017-SU-008 (Vigario Management Corp.) to Permit a Fast Food Restaurant with a Drive Through Window in a Highway Corridor Overlay District and Waiver of Minimum Lot Area and Lot Width Requirements. Located on Approximately 27,540 Square Feet of Land Zoned C-8, WS, SC and HC (Sully District)

This property is located at 13839 Lee Highway, Centreville, 20121. Tax Map 54-4 ((1)) 103 and 103B.

PLANNING COMMISSION RECOMMENDATION:

On March 15, 2018, the Planning Commission voted 11-0-1 (Commissioner Strandlie abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2017-SU-008, subject to the development conditions dated March 1, 2018;
- Waiver of Paragraph 2 of Section 17-201 of the Zoning Ordinance to waive the requirement to construct a sidewalk along Lee Highway in lieu of the proposed 10 foot major regional trail as shown on the Special Exception (SE) Plat, as well as a waiver of the trail requirement along the western property line;
- Waiver of Paragraph 3 of Section 17-201 of the Zoning Ordinance to waive the requirement to provide interparcel access to adjacent properties to the South and West;
- Waiver of Paragraph 3 of Section 17-201 of the Zoning Ordinance to waive the requirement to construct a service drive along the property's frontage; and
- Modification of Paragraph 4 of Section 17-201 of the Zoning Ordinance to modify the requirement to provide right-of-way dedication and construct frontage improvements along Lee Highway in lieu of that shown on the SE Plat.

Board Agenda Item
April 10, 2018

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-zoning/zoning-application-board-packages-fairfax-county-board-supervisors>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kelly Atkinson, Planner, DPZ

Board Agenda Item
April 10, 2018

3:00 PM

Public Hearing on the FY 2019 Effective Tax Rate Increase

ISSUE:

Because the assessed value of existing property has increased by one percent or more, Virginia Code Section 58.1-3321 requires the Board to hold a public hearing on the real estate tax rate.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors increase the real estate tax rate to \$1.155 per \$100 of assessed value. The County Executive's proposed budget is balanced based on a real estate tax rate of \$1.155, which is an increase of \$0.025 over the current rate for FY 2018. Action on the tax rate is recommended to take place on May 1, 2018, as part of the annual adoption of the tax rate resolution, after the public hearings on the FY 2019 Advertised Budget Plan beginning on April 10, 2018, and the Board markup on April 24, 2018.

TIMING:

On March 6, 2018, the Board authorized advertisement of a public hearing to be held on April 10, 2018, at 3:00 PM.

BACKGROUND:

On March 6, 2018, the Board of Supervisors authorized advertisement of a tax rate of \$1.155 per \$100 of assessed value. The FY 2019 Advertised Budget Plan is balanced based on this rate. The Board may adopt a lower tax rate than advertised, but it cannot adopt a higher tax rate without advertising that higher rate. Board action must also result in a balanced budget.

Even if the tax rate remained unchanged, a public hearing would still be required because the total assessed value of existing property has increased by more than one percent. Under such circumstances, Virginia Code Section 58.1-3321 requires that the Board advertise a public hearing and take action to adopt the proposed FY 2019 rate rather than the rate computed by the statutory formula. It should be noted that the total increase in assessed value of existing properties is expected to be 2.58 percent, including an increase of 2.17 percent for residential real property and an increase of 3.79 percent for non-residential real property. As a result, most property owners would experience an increase in their real estate tax bill even if the tax rate remains

unchanged.

The following language, based on Virginia Code and included in the advertisement for this public hearing, describes the effective tax increase due to appreciation and a constant tax rate.

1. Assessment Increase: Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 2.58 percent.
2. Lowered Rate Necessary to Offset Increased Assessment: The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$1.1016 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. Effective Rate Increase: Fairfax County, Virginia, proposes to adopt a tax rate of \$1.155 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.0534 per \$100, or 4.85 percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. Proposed Total Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total budget of Fairfax County, Virginia, will exceed last year's by 4.32 percent¹.

FISCAL IMPACT:

The advertised FY 2019 real estate tax rate of \$1.155 per \$100 of assessed value results in the revenue projections outlined in the FY 2019 Advertised Budget Plan. If the tax rate is lowered to a rate of \$1.1016 per \$100 of assessed value as described by Virginia Code Section 58.1-3321, then the revenue projection set forth in the FY 2019 Advertised Budget Plan would decrease by \$131.6 million.

ENCLOSED DOCUMENTS:

None

Board Agenda Item
April 10, 2018

STAFF:

Joe Mondoro, Chief Financial Officer
Jay Doshi, Director, Department of Tax Administration
Christina Jackson, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

¹ The total budget increase is based on all revenues received by the General Fund of Fairfax County. Projected FY 2019 disbursements as shown in the FY 2019 Advertised Budget Plan reflect an increase of 2.12 percent over the FY 2018 level.

Board Agenda Item
April 10, 2018

3:00 p.m. –

Public Hearing on Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Service Charges, Base Charges, Availability Charges, and Fixture Unit Charges

ISSUE:

The Board of Supervisors adoption of an ordinance to amend and readopt Fairfax County Code Section 67.1-10-2, relating to Sewer Service Charges, Base Charges, Availability Charges, and certain housekeeping items by:

1. re-affirming the Sewer Service Charges for FY 2018 through FY 2022, and establishing the Sewer Service Charges for FY 2023;
2. re-affirming the Base Charges for FY 2018 through FY 2022 and establish the Base Charge for FY 2023
3. re-affirming the Availability Charges (including the fixture unit rate for nonresidential uses) for FY 2018 through FY 2022, and establishing the Availability Charges for FY 2023; and
4. making certain revisions of a housekeeping nature, such as deleting duplicative language on refunding/updating of availability fees and effective date, and correcting typographical errors.

Although the sewer charges in the sewer ordinance are multi-year, all sewer charges are reviewed, adjusted as necessary, and adopted annually to ensure sewer charges are accurately priced.

RECOMMENDATION:

The County Executive recommends that the Board adopt the amended ordinance as set forth in Attachment II.

TIMING:

Public notices of the sewer ordinance revisions were advertised March 9, 2018 and March 16, 2018. Decision on the sewer rate revisions will coincide with the markup and adoption of the FY 2019 Advertised Budget Plan. FY 2019 new charges will become effective on July 1, 2018.

BACKGROUND:

In February 2018, the Wastewater Management Program and its consultants, Public

Board Agenda Item
April 10, 2018

Resources Management Group (PRMG), completed the annual "Revenue Sufficiency and Rate Analysis" (the Rate Study) for the Sewer System. Based upon the results of the Rate Study, no changes are proposed to the previously approved FY 2019 rates.

The following proposed 5-year rate schedules will meet the Program's current and projected revenue requirements by increasing both the Base Charge and Sewer Service Charge, which is the industry practice. This allows for recovering a portion of the Program's costs through the Base Charge and recovering the remaining required revenues through the Sewer Service charge, based on the volume of water consumed. New or revised rates that were not advertised as part of last year's annual rate schedule review are shown in **bold**.

Proposed Base Charge of \$30.38 per quarterly bill will recover 20.2 percent of the costs in FY 2019. Industry practice is to recover 25 to 30 percent of the total costs through a Base Charge. In order to strive towards such a recovery rate, a phased-in approach is being proposed, as shown in the following table.

BASE CHARGE SCHEDULE Cost (\$) per Quarterly Bill Proposed New in Bold						
Type of Connection	Current Rate	Previously Adopted				New Rate
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Residential (3/4" meter)	\$27.62	\$30.38	\$33.42	\$36.76	\$40.44	\$42.87
All customers based on meter size						
3/4" and smaller, or no meter	\$27.62	\$30.38	\$33.42	\$36.76	\$40.44	\$42.87
1"	\$69.05	\$75.95	\$83.55	\$91.90	\$101.10	\$107.18
1 1/2"	\$138.10	\$151.90	\$167.10	\$183.80	\$202.20	\$214.35
2"	\$220.96	\$243.04	\$267.36	\$294.08	\$323.52	\$342.96
3"	\$414.30	\$455.70	\$501.30	\$551.40	\$606.60	\$643.05
4"	\$690.50	\$759.50	\$835.50	\$919.00	\$1,011.00	\$1,071.75
6"	\$1,381.00	\$1,519.00	\$1,671.00	\$1,838.00	\$2,022.00	\$2,143.50
8"	\$2,209.60	\$2,430.40	\$2,673.60	\$2,940.80	\$3,235.20	\$3,429.60
10" and larger	\$3,176.30	\$3,493.70	\$3,843.30	\$4,227.40	\$4,650.60	\$4,930.05

SEWER SERVICE CHARGE SCHEDULE Per 1,000 gallons of water consumption Proposed New Rates in Bold						
	Current Rate	Previously Adopted Rates				New Rate
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Sewer Service Charge	\$6.75	\$7.00	\$7.34	\$7.70	\$8.08	\$8.56

AVAILABILITY CHARGE SCHEDULE Proposed New Rates in Bold						
Type of Connection	Current Rate	Previously Adopted Rates				New Rate
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Single Family	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100
Lodging House, Hotel, Inn or Tourist Cabin	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100
Townhouse	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480
Apartment	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480
Mobile Home	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480
Any other residential dwelling unit	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480	\$6,480
Hotels, Motels, or Dormitory rental unit	\$2,025	\$2,025	\$2,025	\$2,025	\$2,025	\$2,025

Availability Charges for all nonresidential uses will be computed as the number of fixture units (including roughed-in fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code, Section 101.2, Note 1, which incorporates by reference the 2012 International Plumbing Code (Chapter 7, Section 709), times the fixture unit rate with a minimum charge equivalent to one (1) single family detached dwelling per premises.

The revised, five-year rate schedule for the fixture unit charge for nonresidential uses is as follows:

AVAILABILITY CHARGE SCHEDULE						
Proposed New Rate in Bold						
	Current Rate	Previously Adopted and Revised Rates				New Rate
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Nonresidential per fixture unit	\$405	\$405	\$405	\$405	\$405	\$405

The County's Sewer Service Charges, Base Charges and Availability Charges remain very competitive on a local basis. Below are average annual sewer service billings and Availability Charges per Single Family Residential Equivalent (SFRE) for Fairfax County compared to other regional jurisdictions, as of January 2018 (FY 2018). Average sewer service billings for the other regional jurisdictions have been developed by applying each jurisdiction's equivalent base charge and sewer service rate to appropriate SFRE water usage determined from Fairfax Water's average water usage for SFREs.

Comparison of Average Service Charges and Availability Charges for SFREs as of January 2018 (FY 2018)

***Based on 18,000 gallons per quarter for all jurisdictions**

Jurisdiction*	Average Annual Sewer Service Billing	Sewer Availability Fees
DCWASA	935	----
City of Alexandria	734	8,641
Arlington County	654	2,760
WSSC (improved)	554	14,500
Prince William County	587	10,800
Fairfax County	597	8,100
Loudoun Water	465	8,209

The table below outlines base charges by other regional utilities for comparison to Fairfax County's current Base Charge of \$27.62 and the FY 2019 Base Charge of \$30.38 per quarter, as of January 2018 (FY 2018):

Board Agenda Item
April 10, 2018

Quarterly Base Charges for Sewer Service for Residential Customers – FY2018	
DC Water	\$ 87.12
Loudoun Water	\$ 33.42
Prince William County Service Authority	\$ 28.80
Alexandria Renew Enterprises	\$ 28.83
Washington Suburban Sanitation Commission	\$ 15.99
Fairfax County	\$ 27.62
Neighboring Utilities Average	\$ 38.83

FISCAL IMPACT:

To adequately support the Program, approximately \$200 million in revenues will be needed in FY 2019. Assuming a water usage for a typical residential customer of 18,000 gallons/quarter (or 72,000 gallons/year), the annual sewer bill will be approximately \$626 per year, which is an increase of \$29.00 (or \$2.42 per month) over the FY 2018 sewer bill. In FY 2019, approximately \$6.4 million in additional revenues will be generated with the proposed Sewer Service Charge and the Base Charge over the FY 2018 Revised Budget Plan. Revenues from the collection of Sewer Service Charges, Base Charges, and Availability Charges are recorded in Fund 690-C69000, Sewer Revenue.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendments to *The Code of the County of Fairfax*, Chapter 67.1 Article 10 (Charges), Section 2 (with amendments tracked)

Attachment II: Proposed Amendments to *The Code of the County of Fairfax*, Chapter 67.1 Article 10 (Charges), Section 2 (clean version)

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Randy W. Bartlett, Deputy Director, Stormwater and Wastewater Management Divisions, DPWES

Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

ASSIGNED COUNSEL:

Emily H. Smith, Assistant County Attorney

ATTACHMENT I

AN ORDINANCE AMENDING
ARTICLE 10 OF CHAPTER 67.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
CHARGES FOR THE AVAILABILITY OF, CONNECTION TO, AND/OR USE OF THE
SEWERAGE FACILITIES OF THE COUNTY

AN ORDINANCE to amend the Fairfax County Code by amending and
readopting Section 67.1-10-2, relating to charges for the availability of,
connection to, and/or use of the sewerage facilities of the County.

Draft of February 19, 2018

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

1. That Section 67.1-10-2 of the Fairfax County Code is amended and readopted as follows:

ARTICLE 10. - Charges.

Section 67.1-10-2. – Availability, Connection, Lateral Spur, and Service Charges.

(a) *Availability Charges.*

- (1) *Residential uses:* The following schedule of availability charges for residential uses desiring to connect to the Facilities of the County is hereby established and imposed:

		Fiscal Year (July 1-June 30)						
	Customer Class	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(A)	Single-Family Detached	\$7,750	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100
(B)	Lodging House, Hotel, Inn or Tourist Cabin	7,750	8,100	8,100	8,100	8,100	8,100	8,100
(C)	Townhouse	6,200	6,480	6,480	6,480	6,480	6,480	6,480
(D)	Apartment	6,200	6,480	6,480	6,480	6,480	6,480	6,480
(E)	Mobile Home	6,200	6,480	6,480	6,480	6,480	6,480	6,480
(F)	Any other residential dwelling unit	6,200	6,480	6,480	6,480	6,480	6,480	6,480

ATTACHMENT I

(G)	Hotel, Motel, or Dormitory rental unit	1,938	2,025	2,025	2,025	2,025	2,025	<u>2,025</u>
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22 ~~All availability fees paid after February 24, 1976, will be updated by or refunded without interest~~
 23 ~~to the current property owners whose properties have not been connected to public sewer within~~
 24 ~~five years of the initial date of payment or any subsequent payment update(s). (See Section 10-~~
 25 ~~5(d), "Refunds Updates".)~~

26 (2) *Commercial and all other uses:* The following schedule of fixture unit rates for
 27 computing availability charges for all nonresidential uses is hereby established and
 28 imposed:

	Fiscal Year (July 1-June 30)						
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	<u>FY 2023</u>
Fixture unit rate	\$401	\$405	\$405	\$405	\$405	\$405	<u>\$405</u>

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30 The availability charge will be computed as the number of fixture units (including roughed-in
 31 fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code
 32 (as amended), Section 101.2, Note 1, which incorporates by reference the 2012 International
 33 Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with a minimum
 34 charge equivalent to one single-family detached dwelling per premises. For Significant Industrial
 35 Users with wastewater discharge permits authorizing discharge into the Integrated Sewer System
 36 and other industrial or commercial Users determined by the Director to have processes generating
 37 significant wastewater flows, the availability fee will be calculated on the basis of equivalent units.
 38 One equivalent unit is equal to 280 gallons per day and rated equal to one single-family detached
 39 dwelling unit. Therefore, the availability charge for Significant Industrial Users and other
 40 industrial or commercial Users determined by the Director to have processes generating significant
 41 flow will be equal to the current rate for a single-family detached dwelling unit times the number
 42 of equivalent units associated with the permitted flow. The number of equivalent units is equal to
 43 the permitted or projected flow in gallons per day divided by ~~300~~ 280 gallons per day. Fixture unit
 44 counts, for Users having fixtures discharging continuously or semi-continuously to drainage
 45 system leading to the County sanitary sewer facilities, shall be increased by two fixture units for
 46 each gallon per minute of such continuous or semi-continuous discharge. The rate of such
 47 discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other
 48 equipment, or such other rates as the Director shall determine.

49 (3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate
 50 applicable to each fiscal year is subject to annual review by the Board of Supervisors.

ATTACHMENT I

(b) *Connection Charges.*

- (1) *Residential and community uses:* Except as otherwise provided herein, ~~there~~ is hereby established and imposed a connection charge of \$152.50 per front foot of premises (with a minimum of \$7,625 and a maximum of \$15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers, or other such similar community uses, to the Facilities of the County.
- (A) The above Connection Charges are effective beginning on July 1, 2011, for all Facilities of the County constructed after July 1, 2011. During the period of July 1, 2011, through June 30, 2012, Connection Charges for connections to Facilities of the County constructed prior to July 1, 2011, will be \$6.00 per front foot of premises (with a minimum of \$300.00 and a maximum of \$600.00). Provided, however, the Director may extend the deadline for connection to Facilities of the County from July 1, 2012, to December 31, 2012, if the Director determines that for reasons beyond the control of the owner of the premises, at least one of the following conditions are met:
- (i) All applicable fees and charges have been paid to the County and other appropriate governmental agencies prior to June 30, 2012;
 - (ii) All applicable permits have either been applied for or obtained prior to June 30, 2012;
 - (iii) The owner of the premises can show diligent and active efforts to connect to the Facilities of the County prior to June 30, 2012;
 - (iv) The owner has been delayed by the actions of a third party, e.g., delays in the issuance of permits or inspections by any government agency or other party; or
 - (v) The delays have been caused by an Act of God.
- (B) Connection Charges for connection to the Facilities of the County in the County's Extension and Improvement (E&I) Program that were under design for construction on or before April 12, 2011, and that were not completed on or before that date, will be \$6.00 per front foot of premises (with a minimum of \$300.00 and a maximum of \$600.00) provided all of the following conditions are met:
- (i) property owners in the E&I project area agree to grant all required easements within four months from the completion of the design;
 - (ii) 50 percent of the property owners in the E&I project area pay the required Availability Charges within four months from the completion of the design; and
 - (iii) connections to the Facilities of the County are made by no later than June 30, 2012, or within one year from the completion of the construction of the E&I project, whichever comes last, provided, however, the Director shall have ~~the~~ power to extend this deadline ~~by up to six months~~ for the hardship reasons set forth in subsections (A)(i) through (A)(v), above~~;~~, provided, however, that in lieu of the date June 30, 2012, the operative date for such extensions shall be one year from the date of completion of construction of the E&I project for which a connection is requested~~;~~.

ATTACHMENT I

- (2) *All other uses:* There is hereby established and imposed a connection charge of \$152.50 per front foot of premises (with a minimum charge of \$15,250) for the connection of all other uses to the Facilities of the County.
- (3) The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.
- (4) For the purposes of Section 67.1-10-2-(b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.
- (c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of \$600.00 for the connection of all uses to a lateral spur, where such lateral spur has been installed by the County at the expense of Fairfax County.
- (d) *Service charges:* There are hereby established and imposed the following sanitary sewer service charges:

	Sewer Service Charges — Fiscal Year (July 1 - June 30)						
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	<u>FY 2023</u>
Sewer Service Charge, \$/1,000 gallons	\$6.68	\$6.75	\$7.00	\$7.34	\$7.70	\$8.08	<u>\$8.56</u>

BASE CHARGE Cost (\$) per Quarterly Bill Proposed New and Revised Rates in Bold							
	Current Rate	Revised Rates			New Rate		
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	<u>FY 2023</u>
Residential Base Charge	\$24.68	\$27.62	\$30.38	\$33.42	\$36.76	\$40.44	<u>\$42.87</u>
Commercial: (meter size)							

ATTACHMENT I

¾" and smaller, or no meter	\$24.68	\$27.62	\$30.38	\$33.42	\$36.76	\$40.44	<u>\$42.87</u>
1"	\$61.70	\$69.05	\$75.95	\$83.55	\$91.90	\$101.10	<u>\$107.18</u>
1½"	\$123.40	\$138.10	\$151.90	\$167.10	\$183.80	\$202.20	<u>\$214.35</u>
2"	\$197.44	\$220.96	\$243.04	\$267.36	\$294.08	\$323.52	<u>\$342.96</u>
3"	\$370.20	\$414.30	\$455.70	\$501.30	\$551.40	\$606.60	<u>\$643.05</u>
4"	\$617.00	\$690.50	\$759.50	\$835.50	\$919.00	\$1,011.00	<u>\$1,071.75</u>
6"	\$1,234.00	\$1,381.00	\$1,519.00	\$1,671.00	\$1,838.00	\$2,022.00	<u>\$2,143.50</u>
8"	\$1,974.40	\$2,209.60	\$2,430.40	\$2,673.60	\$2,940.80	\$3,235.20	<u>\$3,429.60</u>
10" and larger	\$2,838.20	\$3,176.30	\$3,493.70	\$3,843.30	\$4,227.40	\$4,650.60	<u>\$4,930.05</u>

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109 If requested, the Base Charge for non-residential customers who have sub-meters for irrigation
 110 and other water uses that do not enter the sewer system will be adjusted based on their sub-meter
 111 size per above table. In no case the Base Charge will be smaller than that for ¾" and smaller meter.

112 (1) *Effective date:* The Service charges and Base charges will change on July 1st of each
 113 new fiscal year. For metered accounts, the change is effective with meter readings
 114 beginning October 1st of each year. For unmetered accounts, the change is effective with
 115 billings beginning October 1st of each year.

116 (2) *Premises having a metered water supply:*

Category of Use	Service Charges
(A) Single-family detached and single-family attached dwellings such as townhouses, duplexes, multiplexes, semi-detached, rowhouses, garden court and patio houses with a separate water service line meter.	For each 1,000 gallons of water, based on winter-quarter consumption or current quarterly consumption, as measured by the service line meter, whichever is lower, a charge equal to the effective unit cost rate (\$/1,000 gallons).

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ATTACHMENT I

(B) All other uses.	For each 1,000 gallons of water as measured by the water service line, a charge equal to the effective unit cost rate (\$/1,000 gallons).
(C) All users.	Base charge per billing as established in Section 67.1-10-2(e).

(D) The winter-quarter-maximum consumption is determined as follows:

- (i) The quarterly-daily-average consumption of water is the consumption, measured by the water service line meter for the period between meter readings divided by the number of days elapsed between meter readings.
- (ii) The quarterly consumption is 91.5 times the quarterly-daily-average consumption of water in leap years or 91.25 times the quarterly-daily-average consumption in non-leap years.
- (iii) The winter-quarter~~ly~~-consumption is the quarterly consumption determined at the water service line meter reading scheduled between February 1 and April 30. The winter-quarter-consumption of each respective year shall be applicable to the four quarterly sewer billings rendered in conjunction with the regular meter reading scheduled after the next May.
- (iv) All water delivered to the premises, as measured by the winter-quarter-consumption for single-family dwellings and townhouses or the meter of all other Users, shall be deemed to have been discharged to the Facilities of the County. However, any person may procure the installation of a second water service line meter. Such person may notify the Director of such installation, in which event the Director shall make such inspection or inspections as may be necessary to ascertain that no water delivered to the premises or only the water delivered through any such additional meter may enter the Facilities of the County. If the Director determines that water delivered through an additional meter may not enter the Facilities of the County, no charge hereunder shall be based upon such volume of water delivery. If the Director determines that only the water delivered through an additional meter may enter the Facilities of the County, only the water recorded on the additional meter shall be charged. In the alternative, any person may procure the installation of a sewage meter which shall be of a type and installed in a manner approved by the Director, who shall make periodic inspection to ensure accurate operation of said meter; in such event, the charge imposed hereunder shall be based upon the volume measured by such meter. The cost of all inspections required by the foregoing provisions for elective metering, as determined by normal cost accounting methods, shall be an additional charge for sanitary sewer service to the premises on which such meter or meters are installed.

ATTACHMENT I

- (E) For single-family premises as in (e)(2)(A) not able to register valid meter readings for the measurement of winter-quarter-consumption the following billing method shall apply:
- (i) Premises not existing, unoccupied or occupied by a different household during the applicable winter quarter, or which due to unfavorable weather, meter failure or for any other reason of meter inaccuracy cannot register valid meter readings, shall not be considered to have a valid meter reading for the purpose of winter-quarter-consumption measurement.
 - (ii) Such premises may be billed on the basis of the average winter-quarter-consumption for similar dwelling units or the current quarterly consumption, as registered by water service line meter, or based on historical water usage. Accounts for single-family premises established by a builder for sewerage service during construction shall be considered a nonresidential use.
- (3) Premises not having metered water supply or having both well water and public metered water supply:
- (A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-quarter-consumption, during the applicable winter quarter, of similar dwelling units, times the effective unit cost rate (\$/1,000 gallons). In the alternative, any such single-family residential customer may apply to the County, via the water supplier providing water service to the area in which the residential customer is located, for special billing rates, based on average per capita consumption of water in similar type units.
 - (B) All other uses: The charge shall be based upon the number of fixture units and load factor in accordance with the VUSBC, Table I and Table II Fixture Units and Load Factors for All Other Premises. There shall be an additional charge equal to the effective unit cost (\$/1,000 gallons) for the volume discharged by fixtures discharging continuously or semi-continuously. Volume of continuous or semi-continuous discharge shall be deemed to be that used in determining availability charge.

TABLE I. Table of Fixture Units

Type of Fixture or Group of Fixtures	Drainage Fixture Unit Value(d.f.u.)
Commercial automatic clothes washer (2" standpipe)	3
Bathroom group consisting of water closet, lavatory and bathtub or shower stall (Residential):	

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ATTACHMENT I

Tank type closet	6
Bathtub (with or without overhead shower)	2
Combination sink-and-tray with food disposal unit	2
Combination sink-and-tray with 1½" trap	2
Dental unit or cuspidor	1
Dental lavatory	1
Drinking fountain	½
Dishwasher, domestic	2
Floor drains with 2" waste	2
Kitchen sink, domestic, with one 1½" waste	2
Kitchen sink, domestic, with food waste grinder and/or dishwasher	2
Lavatory with 1¼" waste	1
Laundry tray (1 or 2 compartments)	2
Shower stall	2
Sinks:	
Surgeon's	3
Flushing rim (with valve)	6
Service (trap standard)	3
Service (P trap)	2
Pot, scullery, etc.	4

ATTACHMENT I

Urinal, pedestal, syphon jet blowout	6
Urinal, wall lip	4
Urinal stall, washout	4
Urinal trough (each 6-ft. section)	2
Wash sink (circular or multiple) each set of faucets	2
Water closet, tank-operated	4
Water closet, valve-operated	6
Fixture drain or trap size:	
1¼ inches and smaller	1
1½ inches	2
2 inches	3
2½ inches	4
3 inches	5
4 inches	6

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TABLE II.
Fixture Units and Load Factors for All Other Premises
Quarterly Service Charges
Fiscal Year (July 1—June 30)

Fixture Units	Load Factor	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
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ATTACHMENT I

20 or less	1.00	167.00	168.75	175.00	185.50	196.75	208.50	<u>221.01</u>
21 to 30	1.25	208.75	210.94	218.75	231.88	245.94	260.63	<u>276.27</u>
31 to 40	1.45	242.15	244.69	253.75	268.98	285.29	302.33	<u>320.47</u>
41 to 50	1.60	267.20	270.00	280.00	296.80	314.80	333.60	<u>353.62</u>
51 to 60	1.75	292.25	295.31	306.25	324.63	344.31	364.88	<u>386.77</u>
61 to 70	1.90	317.30	320.63	332.50	352.45	373.83	396.15	<u>419.92</u>
71 to 80	2.05	342.35	345.94	358.75	380.28	403.34	427.43	<u>453.08</u>
81 to 90	2.20	367.40	371.25	385.00	408.10	432.85	458.70	<u>486.22</u>
91 to 100	2.30	384.10	388.13	402.50	426.65	452.53	479.55	<u>508.32</u>
101 to 110	2.40	400.80	405.00	420.00	445.20	472.20	500.40	<u>530.42</u>
111 to 120	2.55	425.85	430.31	446.25	473.03	501.71	531.68	<u>563.58</u>
121 to 130	2.65	442.55	447.19	463.75	491.58	521.39	552.53	<u>585.68</u>
131 to 140	2.75	459.25	464.06	481.25	510.13	541.06	573.38	<u>607.78</u>
141 to 150	2.85	475.95	480.94	498.75	528.68	560.74	594.23	<u>629.88</u>
151 to 160	2.95	492.65	497.81	516.25	547.23	580.41	615.08	<u>651.98</u>

ATTACHMENT I

161 to 170	3.05	509.35	514.69	533.75	565.78	600.09	635.93	<u>674.09</u>
171 to 180	3.15	526.05	531.56	551.25	584.33	619.76	656.78	<u>696.19</u>
181 to 190	3.25	542.75	548.44	568.75	602.88	639.44	677.63	<u>718.29</u>
191 to 200	3.35	559.45	565.31	586.25	621.43	659.11	698.48	<u>740.39</u>
201 to 210	3.45	576.15	582.19	603.75	639.98	678.79	719.33	<u>762.49</u>
211 to 220	3.55	592.85	599.06	621.25	658.53	698.46	740.18	<u>784.59</u>
221 to 230	3.65	609.55	615.94	638.75	677.08	718.14	761.03	<u>806.69</u>
231 to 240	3.75	626.25	632.81	656.25	695.63	737.81	781.88	<u>828.79</u>
241 to 250	3.85	642.95	649.69	673.75	714.18	757.49	802.73	<u>850.89</u>
251 to 260	3.90	651.30	658.13	682.50	723.45	767.33	813.15	<u>861.94</u>
261 to 270	4.00	668.00	675.00	700.00	742.00	787.00	834.00	<u>884.04</u>
271 to 280	4.05	676.35	683.44	708.75	751.28	796.84	844.43	<u>895.10</u>
281 to 290	4.10	684.70	691.88	717.50	760.55	806.68	854.85	<u>906.14</u>

ATTACHMENT I

291 to 300	4.15	693.05	700.31	726.25	769.83	816.51	865.28	<u>917.20</u>
301 to 310	4.20	701.40	708.75	735.00	779.10	826.35	875.70	<u>928.24</u>
311 to 320	4.30	718.10	725.63	752.50	797.65	846.03	896.55	<u>950.34</u>
321 to 330	4.40	734.80	742.50	770.00	816.20	865.70	917.40	<u>972.44</u>
331 to 340	4.50	751.50	759.38	787.50	834.75	885.38	938.25	<u>994.55</u>
341 to 350	4.60	768.20	776.25	805.00	853.30	905.05	959.10	<u>1,016.65</u>
351 to 360	4.70	784.90	793.13	822.50	871.85	924.73	979.95	<u>1,038.75</u>
361 to 370	4.80	801.60	810.00	840.00	890.40	944.40	1,000.80	<u>1,060.85</u>
371 to 380	4.90	818.30	826.88	857.50	908.95	964.08	1,021.65	<u>1,082.95</u>
381 to 390	5.00	835.00	843.75	875.00	927.50	983.75	1,042.50	<u>1,105.05</u>
391 to 400	5.10	851.70	860.63	892.50	946.05	1,003.43	1,063.35	<u>1,127.15</u>
401 to 410	5.20	868.40	877.50	910.00	964.60	1,023.10	1,084.20	<u>1,149.25</u>
411 to 420	5.30	885.10	894.38	927.50	983.15	1,042.78	1,105.05	<u>1,171.35</u>

ATTACHMENT I

421 to 430	5.40	901.80	911.25	945.00	1,001.70	1,062.45	1,125.90	<u>1,193.45</u>
431 to 440	5.50	918.50	928.13	962.50	1,020.25	1,082.13	1,146.75	<u>1,215.56</u>
441 to 450	5.60	935.20	945.00	980.00	1,038.80	1,101.80	1,167.60	<u>1,237.66</u>
451 to 460	5.70	951.90	961.88	997.50	1,057.35	1,121.48	1,188.45	<u>1,259.76</u>
461 to 470	5.80	968.60	978.75	1,015.00	1,075.90	1,141.15	1,209.30	<u>1,281.86</u>
471 to 480	5.90	985.30	995.63	1,032.50	1,094.45	1,160.83	1,230.15	<u>1,303.96</u>
481 to 490	6.00	1,002.00	1,012.50	1,050.00	1,113.00	1,180.50	1,251.00	<u>1,326.06</u>
491 to 500	6.10	1,018.70	1,029.38	1,067.50	1,131.55	1,200.18	1,271.85	<u>1,348.16</u>
501 to 525	6.25	1,043.75	1,054.69	1,093.75	1,159.38	1,229.69	1,303.13	<u>1,381.32</u>
526 to 550	6.50	1,085.50	1,096.88	1,137.50	1,205.75	1,278.88	1,355.25	<u>1,436.57</u>
551 to 575	6.75	1,127.25	1,139.06	1,181.25	1,252.13	1,328.06	1,407.38	<u>1,491.82</u>
576 to 600	7.00	1,169.00	1,181.25	1,225.00	1,298.50	1,377.25	1,459.50	<u>1,547.07</u>
601 to 625	7.25	1,210.75	1,223.44	1,268.75	1,344.88	1,426.44	1,511.63	<u>1,602.33</u>

ATTACHMENT I

626 to 650	7.50	1,252.50	1,265.63	1,312.50	1,391.25	1,475.63	1,563.75	<u>1,657.58</u>
651 to 675	7.75	1,294.25	1,307.81	1,356.25	1,437.63	1,524.81	1,615.88	<u>1,712.83</u>
676 to 700	8.00	1,336.00	1,350.00	1,400.00	1,484.00	1,574.00	1,668.00	<u>1,768.08</u>
701 to 725	8.20	1,369.40	1,383.75	1,435.00	1,521.10	1,613.35	1,709.70	<u>1,812.28</u>
726 to 750	8.40	1,402.80	1,417.50	1,470.00	1,558.20	1,652.70	1,751.40	<u>1,856.48</u>
751 to 775	8.60	1,436.20	1,451.25	1,505.00	1,595.30	1,692.05	1,793.10	<u>1,900.69</u>
776 to 800	8.80	1,469.60	1,485.00	1,540.00	1,632.40	1,731.40	1,834.80	<u>1,944.89</u>
801 to 825	9.00	1,503.00	1,518.75	1,575.00	1,669.50	1,770.75	1,876.50	<u>1,989.09</u>
826 to 850	9.20	1,536.40	1,552.50	1,610.00	1,706.60	1,810.10	1,918.20	<u>2,033.29</u>
851 to 875	9.35	1,561.45	1,577.81	1,636.25	1,734.43	1,839.61	1,949.48	<u>2,066.45</u>
876 to 900	9.50	1,586.50	1,603.13	1,662.50	1,762.25	1,869.13	1,980.75	<u>2,099.60</u>
901 to 925	9.65	1,611.55	1,628.44	1,688.75	1,790.08	1,898.64	2,012.03	<u>2,132.75</u>
926 to 950	9.80	1,636.60	1,653.75	1,715.00	1,817.90	1,928.15	2,043.30	<u>2,165.90</u>

ATTACHMENT I

951 to 975	9.95	1,661.65	1,679.06	1,741.25	1,845.73	1,957.66	2,074.58	<u>2,199.05</u>
976 to 1,000	10.15	1,695.05	1,712.81	1,776.25	1,882.83	1,997.01	2,116.28	<u>2,243.26</u>
1,001 to 1,050	10.55	1,761.85	1,780.31	1,846.25	1,957.03	2,075.71	2,199.68	<u>2,331.66</u>
1,051 to 1,100	10.90	1,820.30	1,839.38	1,907.50	2,021.95	2,144.58	2,272.65	<u>2,409.01</u>
1,101 to 1,150	11.30	1,887.10	1,906.88	1,977.50	2,096.15	2,223.28	2,356.05	<u>2,497.41</u>
1,151 to 1,200	11.70	1,953.90	1,974.38	2,047.50	2,170.35	2,301.98	2,439.45	<u>2,585.82</u>
1,201 to 1,250	12.00	2,004.00	2,025.00	2,100.00	2,226.00	2,361.00	2,502.00	<u>2,652.12</u>
1,251 to 1,300	12.35	2,062.45	2,084.06	2,161.25	2,290.93	2,429.86	2,574.98	<u>2,729.48</u>
1,301 to 1,350	12.70	2,120.90	2,143.13	2,222.50	2,355.85	2,498.73	2,647.95	<u>2,806.83</u>
1,351 to 1,400	13.00	2,171.00	2,193.75	2,275.00	2,411.50	2,557.75	2,710.50	<u>2,873.13</u>
1,401 to 1,450	13.25	2,212.75	2,235.94	2,318.75	2,457.88	2,606.94	2,762.63	<u>2,928.39</u>
1,451 to 1,500	13.50	2,254.50	2,278.13	2,362.50	2,504.25	2,656.13	2,814.75	<u>2,983.64</u>
1,501 to 1,600	14.05	2,346.35	2,370.94	2,458.75	2,606.28	2,764.34	2,929.43	<u>3,105.20</u>

ATTACHMENT I

1,601 to 1,700	14.60	2,438.20	2,463.75	2,555.00	2,708.30	2,872.55	3,044.10	<u>3,226.75</u>
1,701 to 1,800	15.15	2,530.05	2,556.56	2,651.25	2,810.33	2,980.76	3,158.78	<u>3,348.31</u>
1,801 to 1,900	15.70	2,621.90	2,649.38	2,747.50	2,912.35	3,088.98	3,273.45	<u>3,469.86</u>
1,901 to 2,000	16.25	2,713.75	2,742.19	2,843.75	3,014.38	3,197.19	3,388.13	<u>3,591.42</u>
2,001 to 2,100	16.80	2,805.60	2,835.00	2,940.00	3,116.40	3,305.40	3,502.80	<u>3,712.97</u>
2,101 to 2,200	17.35	2,897.45	2,927.81	3,036.25	3,218.43	3,413.61	3,617.48	<u>3,834.53</u>
2,201 to 2,300	17.90	2,989.30	3,020.63	3,132.50	3,320.45	3,521.83	3,732.15	<u>3,956.08</u>
2,301 to 2,400	18.45	3,081.15	3,113.44	3,228.75	3,422.48	3,630.04	3,846.83	<u>4,077.64</u>
2,401 to 2,500	19.00	3,173.00	3,206.25	3,325.00	3,524.50	3,738.25	3,961.50	<u>4,199.19</u>
2,501 to 2,600	19.55	3,264.85	3,299.06	3,421.25	3,626.53	3,846.46	4,076.18	<u>4,320.75</u>
2,601 to 2,700	20.10	3,356.70	3,391.88	3,517.50	3,728.55	3,954.68	4,190.85	<u>4,442.30</u>
2,701 to 2,800	20.65	3,448.55	3,484.69	3,613.75	3,830.58	4,062.89	4,305.53	<u>4,563.86</u>
2,801 to 2,900	21.20	3,540.40	3,577.50	3,710.00	3,932.60	4,171.10	4,420.20	<u>4,685.41</u>

ATTACHMENT I

2,901 to 3,000	21.75	3,632.25	3,670.31	3,806.25	4,034.63	4,279.31	4,534.88	<u>4,806.97</u>
3,001 to 4,000	26.00	4,342.00	4,387.50	4,550.00	4,823.00	5,115.50	5,421.00	<u>5,746.26</u>
4,001 to 5,000	29.50	4,926.50	4,978.13	5,162.50	5,472.25	5,804.13	6,150.75	<u>6,519.80</u>
5,001 to 6,000	33.00	5,511.00	5,568.75	5,775.00	6,121.50	6,492.75	6,880.50	<u>7,293.33</u>
6,001 to 7,000	36.40	6,078.80	6,142.50	6,370.00	6,752.20	7,161.70	7,589.40	<u>8,044.76</u>
7,001 to 8,000	39.60	6,613.20	6,682.50	6,930.00	7,345.80	7,791.30	8,256.60	<u>8,752.00</u>
8,001 to 9,000	42.75	7,139.25	7,214.06	7,481.25	7,930.13	8,411.06	8,913.38	<u>9,448.18</u>
9,001 to 10,000	46.00	7,682.00	7,762.50	8,050.00	8,533.00	9,050.50	9,591.00	<u>10,166.46</u>
10,001 to 11,000	48.85	8,157.95	8,243.44	8,548.75	9,061.68	9,611.24	10,185.23	<u>10,796.34</u>
11,001 to 12,000	51.60	8,617.20	8,707.50	9,030.00	9,571.80	10,152.30	10,758.60	<u>11,404.12</u>
12,001 to 13,000	54.60	9,118.20	9,213.75	9,555.00	10,128.30	10,742.55	11,384.10	<u>12,067.15</u>
13,001 to 14,000	57.40	9,585.80	9,686.25	10,045.00	10,647.70	11,293.45	11,967.90	<u>12,685.97</u>

ATTACHMENT I

14,001 to 15,000	60.00	10,020.00	10,125.00	10,500.00	11,130.00	11,805.00	12,510.00	<u>13,260.60</u>
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188 NOTES:

189 (1) Base charge is not included in rates above.

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191 ~~The Service Charge rates will change on July 1st of each new fiscal year for accounts with meter~~
 192 ~~readings beginning October 1st of each year. For unmetered accounts, the change shall be~~
 193 ~~effective with the billings beginning October 1st of each year.~~

194 GIVEN under my hand this _____ day of _____, 2018

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 Catherine A. Chianese
 Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING
ARTICLE 10 OF CHAPTER 67.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
CHARGES FOR THE AVAILABILITY OF, CONNECTION TO, AND/OR USE OF THE
SEWERAGE FACILITIES OF THE COUNTY**

**AN ORDINANCE to amend the Fairfax County Code by amending and
readopting Section 67.1-10-2, relating to charges for the availability of,
connection to, and/or use of the sewerage facilities of the County.**

Draft of February 19, 2018

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

- 1. That Section 67.1-10-2 of the Fairfax County Code is amended and readopted as follows:**

ARTICLE 10. - Charges.

Section 67.1-10-2. – Availability, Connection, Lateral Spur, and Service Charges.

(a) *Availability Charges.*

- (1) *Residential uses:*** The following schedule of availability charges for residential uses desiring to connect to the Facilities of the County is hereby established and imposed:

		Fiscal Year (July 1-June 30)					
	Customer Class	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(A)	Single-Family Detached	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100
(B)	Lodging House, Hotel, Inn or Tourist Cabin	8,100	8,100	8,100	8,100	8,100	8,100
(C)	Townhouse	6,480	6,480	6,480	6,480	6,480	6,480
(D)	Apartment	6,480	6,480	6,480	6,480	6,480	6,480
(E)	Mobile Home	6,480	6,480	6,480	6,480	6,480	6,480
(F)	Any other residential dwelling unit	6,480	6,480	6,480	6,480	6,480	6,480

(G)	Hotel, Motel, or Dormitory rental unit	2,025	2,025	2,025	2,025	2,025	2,025
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23 (2) *Commercial and all other uses:* The following schedule of fixture unit rates for
 24 computing availability charges for all nonresidential uses is hereby established and
 25 imposed:

	Fiscal Year (July 1-June 30)					
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Fixture unit rate	\$405	\$405	\$405	\$405	\$405	\$405

26

27 The availability charge will be computed as the number of fixture units (including roughed-in
 28 fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code
 29 (as amended), Section 101.2, Note 1, which incorporates by reference the 2012 International
 30 Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with a minimum
 31 charge equivalent to one single-family detached dwelling per premises. For Significant Industrial
 32 Users with wastewater discharge permits authorizing discharge into the Integrated Sewer System
 33 and other industrial or commercial Users determined by the Director to have processes generating
 34 significant wastewater flows, the availability fee will be calculated on the basis of equivalent units.
 35 One equivalent unit is equal to 280 gallons per day and rated equal to one single-family detached
 36 dwelling unit. Therefore, the availability charge for Significant Industrial Users and other
 37 industrial or commercial Users determined by the Director to have processes generating significant
 38 flow will be equal to the current rate for a single-family detached dwelling unit times the number
 39 of equivalent units associated with the permitted flow. The number of equivalent units is equal to
 40 the permitted or projected flow in gallons per day divided by 280 gallons per day. Fixture unit
 41 counts, for Users having fixtures discharging continuously or semi-continuously to drainage
 42 system leading to the County sanitary sewer facilities, shall be increased by two fixture units for
 43 each gallon per minute of such continuous or semi-continuous discharge. The rate of such
 44 discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other
 45 equipment, or such other rates as the Director shall determine.

46 (3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate
 47 applicable to each fiscal year is subject to annual review by the Board of Supervisors.

48 (b) *Connection Charges.*

- (1) *Residential and community uses:* Except as otherwise provided herein, there is hereby established and imposed a connection charge of \$152.50 per front foot of premises (with a minimum of \$7,625 and a maximum of \$15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers, or other such similar community uses, to the Facilities of the County.

(A) The above Connection Charges are effective beginning on July 1, 2011, for all Facilities of the County constructed after July 1, 2011. During the period of July 1, 2011, through June 30, 2012, Connection Charges for connections to Facilities of the County constructed prior to July 1, 2011, will be \$6.00 per front foot of premises (with a minimum of \$300.00 and a maximum of \$600.00). Provided, however, the Director may extend the deadline for connection to Facilities of the County from July 1, 2012, to December 31, 2012, if the Director determines that for reasons beyond the control of the owner of the premises, at least one of the following conditions are met:

- (i) All applicable fees and charges have been paid to the County and other appropriate governmental agencies prior to June 30, 2012;
- (ii) All applicable permits have either been applied for or obtained prior to June 30, 2012;
- (iii) The owner of the premises can show diligent and active efforts to connect to the Facilities of the County prior to June 30, 2012;
- (iv) The owner has been delayed by the actions of a third party, e.g., delays in the issuance of permits or inspections by any government agency or other party; or
- (v) The delays have been caused by an Act of God.

(B) Connection Charges for connection to the Facilities of the County in the County's Extension and Improvement (E&I) Program that were under design for construction on or before April 12, 2011, and that were not completed on or before that date, will be \$6.00 per front foot of premises (with a minimum of \$300.00 and a maximum of \$600.00) provided all of the following conditions are met:

- (i) property owners in the E&I project area agree to grant all required easements within four months from the completion of the design;
- (ii) 50 percent of the property owners in the E&I project area pay the required Availability Charges within four months from the completion of the design; and
- (iii) connections to the Facilities of the County are made by no later than June 30, 2012, or within one year from the completion of the construction of the E&I project, whichever comes last, provided, however, the Director shall have the power to extend this deadline by up to six months for the hardship reasons set forth in subsections (A)(i) through (A)(v), above, provided, however, that in lieu of the date June 30, 2012, the operative date for such extensions shall be one year from the date of completion of construction of the E&I project for which a connection is requested.

(2) *All other uses:* There is hereby established and imposed a connection charge of \$152.50 per front foot of premises (with a minimum charge of \$15,250) for the connection of all other uses to the Facilities of the County.

(3) The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.

(4) For the purposes of Section 67.1-10-2(b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.

(c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of \$600.00 for the connection of all uses to a lateral spur, where such lateral spur has been installed by the County at the expense of Fairfax County.

(d) *Service charges:* There are hereby established and imposed the following sanitary sewer service charges:

	Sewer Service Charges — Fiscal Year (July 1 - June 30)					
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Sewer Service Charge, \$/1,000 gallons	\$6.75	\$7.00	\$7.34	\$7.70	\$8.08	\$8.56

(e) *Base charges:* There are hereby established and imposed the following quarterly base charges in addition to the sewer service charge:

BASE CHARGE Cost (\$) per Quarterly Bill						
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Residential Base Charge	\$27.62	\$30.38	\$33.42	\$36.76	\$40.44	\$42.87
Commercial: (meter size)						
$\frac{3}{4}$ " and smaller, or no meter	\$27.62	\$30.38	\$33.42	\$36.76	\$40.44	\$42.87

1"	\$69.05	\$75.95	\$83.55	\$91.90	\$101.10	\$107.18
1½"	\$138.10	\$151.90	\$167.10	\$183.80	\$202.20	\$214.35
2"	\$220.96	\$243.04	\$267.36	\$294.08	\$323.52	\$342.96
3"	\$414.30	\$455.70	\$501.30	\$551.40	\$606.60	\$643.05
4"	\$690.50	\$759.50	\$835.50	\$919.00	\$1,011.00	\$1,071.75
6"	\$1,381.00	\$1,519.00	\$1,671.00	\$1,838.00	\$2,022.00	\$2,143.50
8"	\$2,209.60	\$2,430.40	\$2,673.60	\$2,940.80	\$3,235.20	\$3,429.60
10" and larger	\$3,176.30	\$3,493.70	\$3,843.30	\$4,227.40	\$4,650.60	\$4,930.05

105

106 If requested, the Base Charge for non-residential customers who have sub-meters for irrigation
107 and other water uses that do not enter the sewer system will be adjusted based on their sub-meter
108 size per above table. In no case the Base Charge will be smaller than that for ¾" and smaller meter.

109 (1) *Effective date:* The Service charges and Base charges will change on July 1st of each
110 new fiscal year. For metered accounts, the change is effective with meter readings
111 beginning October 1st of each year. For unmetered accounts, the change is effective with
112 billings beginning October 1st of each year.

113 (2) *Premises having a metered water supply:*

Category of Use	Service Charges
(A) Single-family detached and single-family attached dwellings such as townhouses, duplexes, multiplexes, semi-detached, rowhouses, garden court and patio houses with a separate water service line meter.	For each 1,000 gallons of water, based on winter-quarter consumption or current quarterly consumption, as measured by the service line meter, whichever is lower, a charge equal to the effective unit cost rate (\$/1,000 gallons).
(B) All other uses.	For each 1,000 gallons of water as measured by the water service line, a charge equal to the effective unit cost rate (\$/1,000 gallons).

(C) All users.	Base charge per billing as established in Section 67.1-10-2(e).
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115 (D) The winter-quarter-maximum consumption is determined as follows:

116 (i) The quarterly-daily-average consumption of water is the consumption,
 117 measured by the water service line meter for the period between meter readings
 118 divided by the number of days elapsed between meter readings.

119 (ii) The quarterly consumption is 91.5 times the quarterly-daily-average
 120 consumption of water in leap years or 91.25 times the quarterly-daily-average
 121 consumption in non-leap years.

122 (iii) The winter-quarter-consumption is the quarterly consumption determined at
 123 the water service line meter reading scheduled between February 1 and April 30.
 124 The winter-quarter-consumption of each respective year shall be applicable to
 125 the four quarterly sewer billings rendered in conjunction with the regular meter
 126 reading scheduled after the next May.

127 (iv) All water delivered to the premises, as measured by the winter-quarter-
 128 consumption for single-family dwellings and townhouses or the meter of all
 129 other Users, shall be deemed to have been discharged to the Facilities of the
 130 County. However, any person may procure the installation of a second water
 131 service line meter. Such person may notify the Director of such installation, in
 132 which event the Director shall make such inspection or inspections as may be
 133 necessary to ascertain that no water delivered to the premises or only the water
 134 delivered through any such additional meter may enter the Facilities of the
 135 County. If the Director determines that water delivered through an additional
 136 meter may not enter the Facilities of the County, no charge hereunder shall be
 137 based upon such volume of water delivery. If the Director determines that only
 138 the water delivered through an additional meter may enter the Facilities of the
 139 County, only the water recorded on the additional meter shall be charged. In the
 140 alternative, any person may procure the installation of a sewage meter which
 141 shall be of a type and installed in a manner approved by the Director, who shall
 142 make periodic inspection to ensure accurate operation of said meter; in such
 143 event, the charge imposed hereunder shall be based upon the volume measured
 144 by such meter. The cost of all inspections required by the foregoing provisions
 145 for elective metering, as determined by normal cost accounting methods, shall
 146 be an additional charge for sanitary sewer service to the premises on which such
 147 meter or meters are installed.

148 (E) For single-family premises as in (e)(2)(A) not able to register valid meter readings
 149 for the measurement of winter-quarter-consumption the following billing method
 150 shall apply:

(i) Premises not existing, unoccupied or occupied by a different household during the applicable winter quarter, or which due to unfavorable weather, meter failure or for any other reason of meter inaccuracy cannot register valid meter readings, shall not be considered to have a valid meter reading for the purpose of winter-quarter-consumption measurement.

(ii) Such premises may be billed on the basis of the average winter-quarter-consumption for similar dwelling units or the current quarterly consumption, as registered by water service line meter, or based on historical water usage. Accounts for single-family premises established by a builder for sewerage service during construction shall be considered a nonresidential use.

(3) Premises not having metered water supply or having both well water and public metered water supply:

(A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-quarter-consumption, during the applicable winter quarter, of similar dwelling units, times the effective unit cost rate (\$/1,000 gallons). In the alternative, any such single-family residential customer may apply to the County, via the water supplier providing water service to the area in which the residential customer is located, for special billing rates, based on average per capita consumption of water in similar type units.

(B) All other uses: The charge shall be based upon the number of fixture units and load factor in accordance with the VUSBC, Table I and Table II Fixture Units and Load Factors for All Other Premises. There shall be an additional charge equal to the effective unit cost (\$/1,000 gallons) for the volume discharged by fixtures discharging continuously or semi-continuously. Volume of continuous or semi-continuous discharge shall be deemed to be that used in determining availability charge.

TABLE I. Table of Fixture Units

Type of Fixture or Group of Fixtures	Drainage Fixture Unit Value(d.f.u.)
Commercial automatic clothes washer (2" standpipe)	3
Bathroom group consisting of water closet, lavatory and bathtub or shower stall (Residential):	
Tank type closet	6

Bathtub (with or without overhead shower)	2
Combination sink-and-tray with food disposal unit	2
Combination sink-and-tray with 1½" trap	2
Dental unit or cuspidor	1
Dental lavatory	1
Drinking fountain	½
Dishwasher, domestic	2
Floor drains with 2" waste	2
Kitchen sink, domestic, with one 1½" waste	2
Kitchen sink, domestic, with food waste grinder and/or dishwasher	2
Lavatory with 1¼" waste	1
Laundry tray (1 or 2 compartments)	2
Shower stall	2
Sinks:	
Surgeon's	3
Flushing rim (with valve)	6
Service (trap standard)	3
Service (P trap)	2
Pot, scullery, etc.	4
Urinal, pedestal, syphon jet blowout	6

Urinal, wall lip	4
Urinal stall, washout	4
Urinal trough (each 6-ft. section)	2
Wash sink (circular or multiple) each set of faucets	2
Water closet, tank-operated	4
Water closet, valve-operated	6
Fixture drain or trap size:	
1¼ inches and smaller	1
1½ inches	2
2 inches	3
2½ inches	4
3 inches	5
4 inches	6

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TABLE II.
Fixture Units and Load Factors for All Other Premises
Quarterly Service Charges
Fiscal Year (July 1—June 30)

Fixture Units	Load Factor	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
20 or less	1.00	168.75	175.00	185.50	196.75	208.50	221.01

ATTACHMENT II

21 to 30	1.25	210.94	218.75	231.88	245.94	260.63	276.27
31 to 40	1.45	244.69	253.75	268.98	285.29	302.33	320.47
41 to 50	1.60	270.00	280.00	296.80	314.80	333.60	353.62
51 to 60	1.75	295.31	306.25	324.63	344.31	364.88	386.77
61 to 70	1.90	320.63	332.50	352.45	373.83	396.15	419.92
71 to 80	2.05	345.94	358.75	380.28	403.34	427.43	453.08
81 to 90	2.20	371.25	385.00	408.10	432.85	458.70	486.22
91 to 100	2.30	388.13	402.50	426.65	452.53	479.55	508.32
101 to 110	2.40	405.00	420.00	445.20	472.20	500.40	530.42
111 to 120	2.55	430.31	446.25	473.03	501.71	531.68	563.58
121 to 130	2.65	447.19	463.75	491.58	521.39	552.53	585.68
131 to 140	2.75	464.06	481.25	510.13	541.06	573.38	607.78
141 to 150	2.85	480.94	498.75	528.68	560.74	594.23	629.88
151 to 160	2.95	497.81	516.25	547.23	580.41	615.08	651.98
161 to 170	3.05	514.69	533.75	565.78	600.09	635.93	674.09
171 to 180	3.15	531.56	551.25	584.33	619.76	656.78	696.19
181 to 190	3.25	548.44	568.75	602.88	639.44	677.63	718.29
191 to 200	3.35	565.31	586.25	621.43	659.11	698.48	740.39
201 to 210	3.45	582.19	603.75	639.98	678.79	719.33	762.49
211 to 220	3.55	599.06	621.25	658.53	698.46	740.18	784.59

ATTACHMENT II

221 to 230	3.65	615.94	638.75	677.08	718.14	761.03	806.69
231 to 240	3.75	632.81	656.25	695.63	737.81	781.88	828.79
241 to 250	3.85	649.69	673.75	714.18	757.49	802.73	850.89
251 to 260	3.90	658.13	682.50	723.45	767.33	813.15	861.94
261 to 270	4.00	675.00	700.00	742.00	787.00	834.00	884.04
271 to 280	4.05	683.44	708.75	751.28	796.84	844.43	895.10
281 to 290	4.10	691.88	717.50	760.55	806.68	854.85	906.14
291 to 300	4.15	700.31	726.25	769.83	816.51	865.28	917.20
301 to 310	4.20	708.75	735.00	779.10	826.35	875.70	928.24
311 to 320	4.30	725.63	752.50	797.65	846.03	896.55	950.34
321 to 330	4.40	742.50	770.00	816.20	865.70	917.40	972.44
331 to 340	4.50	759.38	787.50	834.75	885.38	938.25	994.55
341 to 350	4.60	776.25	805.00	853.30	905.05	959.10	1,016.65
351 to 360	4.70	793.13	822.50	871.85	924.73	979.95	1,038.75
361 to 370	4.80	810.00	840.00	890.40	944.40	1,000.80	1,060.85
371 to 380	4.90	826.88	857.50	908.95	964.08	1,021.65	1,082.95
381 to 390	5.00	843.75	875.00	927.50	983.75	1,042.50	1,105.05
391 to 400	5.10	860.63	892.50	946.05	1,003.43	1,063.35	1,127.15
401 to 410	5.20	877.50	910.00	964.60	1,023.10	1,084.20	1,149.25
411 to 420	5.30	894.38	927.50	983.15	1,042.78	1,105.05	1,171.35

ATTACHMENT II

421 to 430	5.40	911.25	945.00	1,001.70	1,062.45	1,125.90	1,193.45
431 to 440	5.50	928.13	962.50	1,020.25	1,082.13	1,146.75	1,215.56
441 to 450	5.60	945.00	980.00	1,038.80	1,101.80	1,167.60	1,237.66
451 to 460	5.70	961.88	997.50	1,057.35	1,121.48	1,188.45	1,259.76
461 to 470	5.80	978.75	1,015.00	1,075.90	1,141.15	1,209.30	1,281.86
471 to 480	5.90	995.63	1,032.50	1,094.45	1,160.83	1,230.15	1,303.96
481 to 490	6.00	1,012.50	1,050.00	1,113.00	1,180.50	1,251.00	1,326.06
491 to 500	6.10	1,029.38	1,067.50	1,131.55	1,200.18	1,271.85	1,348.16
501 to 525	6.25	1,054.69	1,093.75	1,159.38	1,229.69	1,303.13	1,381.32
526 to 550	6.50	1,096.88	1,137.50	1,205.75	1,278.88	1,355.25	1,436.57
551 to 575	6.75	1,139.06	1,181.25	1,252.13	1,328.06	1,407.38	1,491.82
576 to 600	7.00	1,181.25	1,225.00	1,298.50	1,377.25	1,459.50	1,547.07
601 to 625	7.25	1,223.44	1,268.75	1,344.88	1,426.44	1,511.63	1,602.33
626 to 650	7.50	1,265.63	1,312.50	1,391.25	1,475.63	1,563.75	1,657.58
651 to 675	7.75	1,307.81	1,356.25	1,437.63	1,524.81	1,615.88	1,712.83
676 to 700	8.00	1,350.00	1,400.00	1,484.00	1,574.00	1,668.00	1,768.08
701 to 725	8.20	1,383.75	1,435.00	1,521.10	1,613.35	1,709.70	1,812.28
726 to 750	8.40	1,417.50	1,470.00	1,558.20	1,652.70	1,751.40	1,856.48
751 to 775	8.60	1,451.25	1,505.00	1,595.30	1,692.05	1,793.10	1,900.69
776 to 800	8.80	1,485.00	1,540.00	1,632.40	1,731.40	1,834.80	1,944.89

ATTACHMENT II

801 to 825	9.00	1,518.75	1,575.00	1,669.50	1,770.75	1,876.50	1,989.09
826 to 850	9.20	1,552.50	1,610.00	1,706.60	1,810.10	1,918.20	2,033.29
851 to 875	9.35	1,577.81	1,636.25	1,734.43	1,839.61	1,949.48	2,066.45
876 to 900	9.50	1,603.13	1,662.50	1,762.25	1,869.13	1,980.75	2,099.60
901 to 925	9.65	1,628.44	1,688.75	1,790.08	1,898.64	2,012.03	2,132.75
926 to 950	9.80	1,653.75	1,715.00	1,817.90	1,928.15	2,043.30	2,165.90
951 to 975	9.95	1,679.06	1,741.25	1,845.73	1,957.66	2,074.58	2,199.05
976 to 1,000	10.15	1,712.81	1,776.25	1,882.83	1,997.01	2,116.28	2,243.26
1,001 to 1,050	10.55	1,780.31	1,846.25	1,957.03	2,075.71	2,199.68	2,331.66
1,051 to 1,100	10.90	1,839.38	1,907.50	2,021.95	2,144.58	2,272.65	2,409.01
1,101 to 1,150	11.30	1,906.88	1,977.50	2,096.15	2,223.28	2,356.05	2,497.41
1,151 to 1,200	11.70	1,974.38	2,047.50	2,170.35	2,301.98	2,439.45	2,585.82
1,201 to 1,250	12.00	2,025.00	2,100.00	2,226.00	2,361.00	2,502.00	2,652.12
1,251 to 1,300	12.35	2,084.06	2,161.25	2,290.93	2,429.86	2,574.98	2,729.48
1,301 to 1,350	12.70	2,143.13	2,222.50	2,355.85	2,498.73	2,647.95	2,806.83
1,351 to 1,400	13.00	2,193.75	2,275.00	2,411.50	2,557.75	2,710.50	2,873.13
1,401 to 1,450	13.25	2,235.94	2,318.75	2,457.88	2,606.94	2,762.63	2,928.39
1,451 to 1,500	13.50	2,278.13	2,362.50	2,504.25	2,656.13	2,814.75	2,983.64
1,501 to 1,600	14.05	2,370.94	2,458.75	2,606.28	2,764.34	2,929.43	3,105.20
1,601 to 1,700	14.60	2,463.75	2,555.00	2,708.30	2,872.55	3,044.10	3,226.75

ATTACHMENT II

1,701 to 1,800	15.15	2,556.56	2,651.25	2,810.33	2,980.76	3,158.78	3,348.31
1,801 to 1,900	15.70	2,649.38	2,747.50	2,912.35	3,088.98	3,273.45	3,469.86
1,901 to 2,000	16.25	2,742.19	2,843.75	3,014.38	3,197.19	3,388.13	3,591.42
2,001 to 2,100	16.80	2,835.00	2,940.00	3,116.40	3,305.40	3,502.80	3,712.97
2,101 to 2,200	17.35	2,927.81	3,036.25	3,218.43	3,413.61	3,617.48	3,834.53
2,201 to 2,300	17.90	3,020.63	3,132.50	3,320.45	3,521.83	3,732.15	3,956.08
2,301 to 2,400	18.45	3,113.44	3,228.75	3,422.48	3,630.04	3,846.83	4,077.64
2,401 to 2,500	19.00	3,206.25	3,325.00	3,524.50	3,738.25	3,961.50	4,199.19
2,501 to 2,600	19.55	3,299.06	3,421.25	3,626.53	3,846.46	4,076.18	4,320.75
2,601 to 2,700	20.10	3,391.88	3,517.50	3,728.55	3,954.68	4,190.85	4,442.30
2,701 to 2,800	20.65	3,484.69	3,613.75	3,830.58	4,062.89	4,305.53	4,563.86
2,801 to 2,900	21.20	3,577.50	3,710.00	3,932.60	4,171.10	4,420.20	4,685.41
2,901 to 3,000	21.75	3,670.31	3,806.25	4,034.63	4,279.31	4,534.88	4,806.97
3,001 to 4,000	26.00	4,387.50	4,550.00	4,823.00	5,115.50	5,421.00	5,746.26
4,001 to 5,000	29.50	4,978.13	5,162.50	5,472.25	5,804.13	6,150.75	6,519.80
5,001 to 6,000	33.00	5,568.75	5,775.00	6,121.50	6,492.75	6,880.50	7,293.33
6,001 to 7,000	36.40	6,142.50	6,370.00	6,752.20	7,161.70	7,589.40	8,044.76
7,001 to 8,000	39.60	6,682.50	6,930.00	7,345.80	7,791.30	8,256.60	8,752.00
8,001 to 9,000	42.75	7,214.06	7,481.25	7,930.13	8,411.06	8,913.38	9,448.18

ATTACHMENT II

9,001 to 10,000	46.00	7,762.50	8,050.00	8,533.00	9,050.50	9,591.00	10,166.46
10,001 to 11,000	48.85	8,243.44	8,548.75	9,061.68	9,611.24	10,185.23	10,796.34
11,001 to 12,000	51.60	8,707.50	9,030.00	9,571.80	10,152.30	10,758.60	11,404.12
12,001 to 13,000	54.60	9,213.75	9,555.00	10,128.30	10,742.55	11,384.10	12,067.15
13,001 to 14,000	57.40	9,686.25	10,045.00	10,647.70	11,293.45	11,967.90	12,685.97
14,001 to 15,000	60.00	10,125.00	10,500.00	11,130.00	11,805.00	12,510.00	13,260.60

184

185 NOTES:

186 (1) Base charge is not included in rates above.

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188 GIVEN under my hand this _____ day of _____, 2018

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Catherine A. Chianese
Clerk for the Board of Supervisors

Board Agenda Item
April 10, 2018

3:00 p.m.

Public Hearing on RZ 2016-MA-022 (Federal Realty Investment Trust) to Rezone from C-6 to PDC to Permit-Mixed Use Development with an Overall Floor Area Ratio of 0.50 and Approval of the Conceptual Development Plan, Located on Approximately 18.16 Acres of Land (Mason District)

This property is located in the SouthWest quadrant of the intersection of Arlington Boulevard and Graham Road. Tax Map 50-3 ((1)) 5 and 5A.

PLANNING COMMISSION RECOMMENDATION:

On April 5, 2018, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2016-MA-022, subject to the execution of proffers dated April 5, 2018, as modified to include language adding a proffer regarding electric vehicle charging stations and deleting Proffer Number 5;
- Approval of a modification to Section 11-203 of the Zoning Ordinance (ZO) to reduce the loading space requirement to permit two loading spaces for the multi-family building and nine loading spaces for retail/restaurant uses;
- Approval of a waiver of Section 6-206.5 of the ZO to permit secondary uses to exceed 50 percent of the gross floor area of all principal uses, up to 56 percent;
- Approval of a waiver of the comprehensive plan trail requirement for a major paved trail along the graham road frontage for this initial phase of the redevelopment; and
- Approval of a waiver of the barrier requirement under section 13-304 of the ZO and modification to the transitional screening requirement under section 13-303 of the ZO in favor of that shown on the CDP/FDP, and as provided in the proffers.

In a related action, On April 5, 2018, the Planning Commission voted 12-0 to approve FDP 2016-MA-022, subject to the development conditions dated March 20, 2018, with the following modification:

- Delete language in Condition 1 referring to the specific sheets of the plan prepared by Bohler Engineering, dated August 9, 2016, last revised February 20, 2018.

Board Agenda Item
April 10, 2018

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-zoning/zoning-application-board-packages-fairfax-county-board-supervisors>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Heath Eddy, Planner, DPZ

Board Agenda Item
April 10, 2018

3:00 p.m.

Public Hearing on RZ 2016-HM-035 (CRS Sunset Hills, LC) to Rezone from PDC and I-4 to PDC to Permit Transit Station Mixed Use Development with an Overall Floor Area Ratio of 3.68 and Approval of the Conceptual Development Plan, Located on Approximately 8.44 Acres of Land (Hunter Mill District) (Concurrent with PCA 2009-HM-019)

and

Public Hearing on PCA 2009-HM-019 (CRS Sunset Hills, LC) to Amend the Proffers for RZ 2009-HM-019 Previously Approved for Transit Station Mixed Use Development to Permit Deletion of Land Area to Allow the Land Area to be Included in RZ 2016-HM-035, Located on Approximately 1.35 Acres of Land Zoned PDC (Hunter Mill District) (Concurrent with RZ 2016-HM-035)

This property is located on the South side of Sunset Hills Road, West of Wiehle Avenue, and North side of Reston Station Boulevard. Tax Map 17-4 ((20)) (A) 1, 2, 3 and 4; 17-4 ((20)) (B) 5, 6, 7 and 8; 17-4 ((20)) (C) 9, 10, 11, 12, 13 and 14; 17-4 ((20)) (D) 15, 16, 17 and 18; 17-4 ((2)) (E) 19, 20, 21 and 22; 17-4 ((20)) (F) 23, 24, 25 and 26; 17-4 ((20)) (G) 27, 28, 29 and 30; 17-4 ((1)) 17A (pt.), 17B and 20.

This property is located in the NorthWest intersection of Wiehle Avenue and Reston Station Boulevard. Tax Map 17-4 ((1)) 17A.

PLANNING COMMISSION RECOMMENDATION:

On April 5, 2018, the Planning Commission voted 10-0-2 (Commissioners Clarke and Hart abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 2009-HM-019;
- Approval of RZ 2016-HM-035 and the associated Conceptual Development Plans, subject to the execution of proffers consistent with those dated April 4, 2018;
- Approval of a modification of Section 13-303 and Sect. 13-304 of the Zoning Ordinance for the transitional screening and barrier requirements in favor of the landscaping shown on the CDP/FDP;

Board Agenda Item
April 10, 2018

- Approval of a modification of Paragraph 4 of Section 17-201 of the Zoning Ordinance for the widening of Sunset Hills Road in favor of that shown on the CDP/FDP and in the proffers;
- Approval of a modification of Public Facility Manual Standards 12-0510 4E(5) to permit a reduction of the minimum planting width requirement from eight feet to four feet as shown on the CDP/FDP and as proffered;
- Approval of a modification of Section 11-203 of the Zoning Ordinance for the loading space requirement in favor of the loading spaces depicted on the CDP/FDP;
- Approval of a modification of the Use Limitations on Corner Lots in Section 2-505 of the Zoning Ordinance to permit the proposed building, landscaping and sign locations within the Zoning Ordinance sight triangles formed by the streets along the corner lot as shown on the CDP/FDP and as proffered; and
- Approval of parking reduction request #2615-PKS-006-01, pursuant to Paragraph 5A of Section 11-102 of the Zoning Ordinance, based on the proximity of a mass transit station and subject to the conditions dated February 22, 2018, contained in Appendix 17 of the staff report, as proffered;

In a related action, on April 5, 2018, the Planning Commission voted 10-0-2 (Commissioners Clarke and Hart abstained from the vote) to approve FDP 2016-HM-035, subject to the development conditions dated April 4, 2018, and to the Board of Supervisors' approval of the concurrent zoning application.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-zoning/zoning-application-board-packages-fairfax-county-board-supervisors>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Billy O'Donnell, Planner, DPZ

Board Agenda Item
April 10, 2018

3:00 p.m.

Public Hearing on PCA 2009-HM-019-02/CDPA 2009-HM-019 (Comstock Reston Station Holdings, LC) to Amend the Proffers and Conceptual Development Plan for RZ 2009-HM-019, Previously Approved for Transit Station Mixed-Use Development, to Permit Modifications to Proffers and Site Design at an Overall Floor Area Ratio of 3.59, Located on Approximately 9.91 Acres of Land Zoned PDC (Hunter Mill District)

This property is located on the South side of Reston Station Boulevard, West of Wiehle Avenue. Tax Map 17-4 ((1)) 17A (pt.), 17L1, 17L2 and 17L3 and 17-4 ((24)) 3.

PLANNING COMMISSION RECOMMENDATION:

On April 5, 2018, the Planning Commission voted 10-0-2 (Commissioners Clarke and Hart abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 2009-HM-019-02 and CDPA 2009-HM-019, subject to the execution of proffers consistent with those dated April 4, 2018;
- Approval of a waiver of the 75 foot setback requirements for non-residential uses abutting principal arterial highways as required by Paragraph 1B of Section 2-414 of the Fairfax County Zoning Ordinance;
- Approval of a modification of Section 11-203 of the Zoning Ordinance for the loading requirement in favor of the loading spaces depicted on the CDPA/ FDPA;
- Approval of a modification of Section 13-303 and Section 13-304 of the Zoning Ordinance for the transitional screening and a waiver of the barrier requirements in favor of that shown on the CDPA/FDPA;
- Approval of a modification of Paragraph 4 of Section 17-201 of the Zoning Ordinance for the widening of Sunset Hills Road in favor of that shown on the CDPA/FDPA and in the proffers; and
- Approval of parking reduction request #6132-PKS-000-1, pursuant to Paragraph 5A of section 11-102 of the Zoning Ordinance, based on proximity of a mass transit station and subject to the conditions dated February 26, 2018, contained in Appendix 15 of the rezoning staff report as proffered.

Board Agenda Item
April 10, 2018

In a related action, on April 5, 2018, the Planning Commission voted 10-0-2 (Commissioners Clarke and Hart abstained from the vote) to approve FDPA 2009-HM-019, subject to the development conditions dated April 4, 2018, and to the Board of Supervisors' approval of the concurrent PCA application.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-zoning/zoning-application-board-packages-fairfax-county-board-supervisors>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Billy O'Donnell, Planner, DPZ

Board Agenda Item
April 10, 2018

4:00 p.m.

Public Hearing on the County Executive's Proposed FY 2019 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2019-2023 (CIP) (With Future Fiscal Years to 2028) and the Current Appropriation in the FY 2018 Revised Budget Plan

ENCLOSED DOCUMENTS:

None. Board Members will receive the Planning Commission's recommendations on the FY 2019 – FY 2023 Advertised Capital Improvement Program (With Future Fiscal Years to 2028) prior to the April 10, 2018, public hearing.

Board Members are requested to bring to the meeting the following documents previously forwarded to them:

1. *FY 2018 Third Quarter Review*
Sent electronically March 20, 2018
<https://www.fairfaxcounty.gov/budget/fy-2018-third-quarter-review>
2. FY 2019 Advertised Budget Plan
Sent electronically February 20, 2018
<https://www.fairfaxcounty.gov/budget/advertised-budget-plan>
3. FY 2019 – FY 2023 Advertised Capital Improvement Program (With Future Fiscal Years to 2028)
Sent electronically February 20, 2018
<https://www.fairfaxcounty.gov/budget/capital-improvement-program-cip>

STAFF:

Joe Mondoro, Chief Financial Officer
Christina Jackson, Deputy Director, Department of Management and Budget