

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 30, 2018**

**AGENDA**

- |       |   |
|-------|---|
| 9:30  | Presentations   |
| 10:00 | Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups |
| 10:10 | Items Presented by the County Executive   |

**ADMINISTRATIVE  
ITEMS**

- |   |   |
|---|---|
| 1 | Authorization to Advertise Proposed Amendment to The Code of the County of Fairfax, Virginia (Code) Chapter 101 (Subdivision Ordinance), Chapter 112 (Zoning Ordinance), Chapter 118 (Chesapeake Bay Preservation Ordinance) and to the Public Facilities Manual (PFM) Regarding Codifying the Delineation of Buildable Areas on Plans of Development, Adding Running Bamboo to Noxious Weeds and Other Editorial Changes   |
| 2 | Streets into the Secondary System (Providence District)   |
| 3 | Resolution for Endorsement of Dead Run Drive and Carper Street to Be Considered for Cut-Through Measures as Part of the Residential Traffic Administration Program (Dranesville District)   |
| 4 | Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Section 7-2-13 and Rename the Ravenwood Precinct Polling Location in the Mason District, Change the Street Address for the Belvoir Precinct Polling Location in the Mount Vernon District, and Relocate the Polling Locations for the Cedar Lake and Centerpointe Precincts in the Springfield District (Mason, Mount Vernon and Springfield Districts) |
| 5 | Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the U.S. Department of Health and Human Services for Supplemental Funding Associated with the Early Head Start Program   |
| 6 | Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Article 12, Signs, and Related Provisions   |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 30, 2018**

**ACTION ITEMS**

- 1                    Delegation of Authority to Administer and Regulate the Sale and Rental of Workforce Dwelling Units to the Fairfax County Redevelopment and Housing Authority
- 2                    Authorization to Enter into Three Party Agreement with the Washington Metropolitan Area Transit Authority (WMATA) and Motivate, Inc., for Operation of Capital Bikeshare on WMATA Property
- 3                    Delegation of Signature Authority, and Approval of a Standard Stormwater (SW) Device Maintenance Agreement Between Fairfax County and the Virginia Department of Transportation (VDOT), for the Purpose of Identifying Maintenance Responsibility of New Stormwater Management Devices and Facilities Constructed in State Right-of-Way Related to Transportation and Other County Capital Improvement Projects
- 4                    Authorization to Execute a Project Administration Agreement with the City of Falls Church for the Construction of Pedestrian Enhancements and Signal Improvements on North West Street (Dranesville District)
- 5                    Endorsement of Transportation Projects and Authorization for the Department of Transportation to Apply for Funding from the Commonwealth of Virginia's Pedestrian Safety Action Plan Grant Program (Braddock, Mason, Hunter Mill, Sully, Lee and Mount Vernon Districts)
- 6                    Approval of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt and/or Taxable Bonds, and Authorization for the FCRHA to: 1) Submit an Application to Virginia Department of Housing and Community Development (VADHCD) for Tax-Exempt Bond Allocation; and 2) Make Housing Blueprint Loan to Parkwood Venture LP, to Finance the Acquisition and Rehabilitation of the Parkwood Apartments, Located at 6034 Vista Drive, Falls Church, Virginia (Mason District)

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 30, 2018**

**ACTION ITEMS  
(Continued)**

- |       |   |
|-------|---|
| 7     | Authorization to Advertise a Public Hearing to Lease County Owned Property (Building W-2 and W-2A) at 9528 Workhouse Way to the Workhouse Arts Foundation (Mount Vernon District) |
| 10:20 | Matters Presented by Board Members  |
| 11:10 | Closed Session  |

**PUBLIC  
HEARINGS**

- |      |                                      |   |
|------|--------------------------------------|---|
| 3:30 |                                      | Public Hearing on RZ 2017-DR-023 (Tradition Homes, LLC) (Dranesville District)  |
| 3:30 |                                      | Public Hearing on SEA 97-Y-050 (Arlington Fairfax Chapter, Inc. of the Izaak Walton League of America) (Sully District) |
| 3:30 | <b>Public Hearing to be Deferred</b> | Public Hearing on PRC B-846-05 (Woodfield Acquisitions, LLC) (Hunter Mill District)                                     |
| 3:30 | <b>Public Hearing to be Deferred</b> | Public Hearing on PCA-B-846-04 (Woodfield Acquisitions, LLC) (Hunter Mill District)                                     |
| 3:30 | <b>Public Hearing to be Deferred</b> | Public Hearing on DPA-HM-117-03 (Woodfield Acquisitions, LLC) (Hunter Mill District)                                    |
| 3:30 | <b>Public Hearing to be Deferred</b> | Public Hearing on PCA 2002-LE-005 (Alwadi, LLC) (Lee District)  |
| 4:00 |                                      | Public Hearing on SE 2017-DR-027 (Peter J. Fitzgerald, Jr.) (Dranesville District)                                      |
| 4:00 |                                      | Public Hearing on Proposed Plan Amendment 2017-CW-6CP, Non-Office Building Repurposing                                  |
| 4:30 |                                      | Public Hearing on PCA 84-P-007-04 (Centerpointe [Fairfax] Holdings, LLC) (Springfield District)                         |
| 4:30 | <b>Cancelled</b>                     | Public Hearing on a Proposed Zoning Ordinance Amendment Re: Zoning for Wireless Telecommunications Infrastructure       |
| 4:30 |                                      | Public Comment  |



# *Fairfax County, Virginia*

## ***BOARD OF SUPERVISORS***

### ***AGENDA***

**Tuesday  
October 30, 2018**

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9:30 a.m.

**PRESENTATION TO FAIRFAX COUNTY PROGRAMS OF THE**  
**VIRGINIA ASSOCIATION OF COUNTIES**  
**AWARDS FOR 2018**

**PRESENTATIONS**

- CERTIFICATE — To recognize the Fire and Rescue Department and the Department of Public Safety Communications for the successful 2018 Fill the Boot campaign. Requested by Chairman Bulova.
- PROCLAMATION — To designate November 2018 as American Indian Heritage Month in Fairfax County. Requested by Chairman Bulova.
- RESOLUTION — To recognize the 100th anniversary of the end of World War I. Requested by Supervisor Cook.

**STAFF:**

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



Board Agenda Item  
October 30, 2018

10:00 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard October 30, 2018  
(An updated list will be distributed at the Board meeting.)

STAFF:

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

October 30, 2018

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

**APPOINTMENTS TO BE HEARD OCTOBER 30, 2018**  
**(ENCOMPASSING VACANCIES PROJECTED THROUGH OCTOBER 31, 2018)**  
(Unless otherwise noted, members are eligible for reappointment)

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Ronald Copeland; appointed 1/05-1/17 by Hudgins) Term exp. 1/18 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
Eileen J. Garnett (Appointed 1/03-2/17 by Gross) Term exp. 1/18	Mason District Representative		Gross	Mason

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Alison C. Balzer; appointed 6/17 by Foust) Term exp. 9/21 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

<b>AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

<b>AIRPORTS ADVISORY COMMITTEE (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by George Page; appointed 1/05-1/16 by Hudgins) Term exp. 1/19 <i>Resigned</i>	Hunter Mill Business Representative		Hudgins	Hunter Mill

ARCHITECTURAL REVIEW BOARD (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Charles Bierce; appointed 11/86 by Egge; 8/89-9/13 by Hyland; 10/16 by Storck) Term exp. 9/19 <i>Resigned</i>	Architect #1 Representative		By Any Supervisor	At-Large
Kaye Orr (Appointed 6/18 by Gross) Term exp. 9/18	Related Professional Group #1 Representative	<b>Kaye Orr</b> (Gross)	By Any Supervisor	At-Large
Susan Woodward Notkins (Appointed 11/96-9/03 by Hanley; 9/06 by Connolly; 10/09-6/16 by Bulova) Term exp. 9/18	Related Professional Group #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by John A. Carter; appointed 2/17 by Hudgins) Term exp. 9/18 <i>Resigned</i>	Related Professional Group #4 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Rachel Huhn; appointed 1/15-10/17 by Cook) Term exp. 6/19 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Karin Stamper; appointed 9/09-4/16 by McKay) Term exp. 4/18 <i>Resigned</i>	Lee District Alternate Representative		McKay	Lee
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15	Mason District Alternate Representative		Gross	Mason
Clarke Gray (Appointed 9/98-9/03 by Connolly; 9/05-10/17 by L. Smyth) Term exp. 9/18	Providence District Alternate Representative	<b>Clarke Gray</b>	L. Smyth	Providence
Jane Dawber (Appointed 3/13-9/16 by Hudgins) Term exp. 6/18	Women's Sports Alternate Representative		By Any Supervisor	At-Large

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 Resigned	Mason District Representative		Gross	Mason
VACANT (Formerly held by Joshua D. Foley; appointed 9/13-6/16 by Herrity) Term exp. 6/17 Resigned	Springfield District Representative		Herrity	Springfield

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

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

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

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
John K. Wood (Appointed 1/17 by K. Smith) Term exp. 9/18	At-Large #2 Representative	Joan Marie Dec	By Any Supervisor	At-Large

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Anne S. Kanter (Appointed 12/03 by Hanley; 9/07 by Connolly; 9/11-10/15 by Bulova) Term exp. 9/18	At-Large #1 Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Sherry Fisher; appointed 10/15 by Cook) Term exp. 9/19 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Grant Sitta; appointed 9/10-9/15 by Gross) Term exp. 9/19 <i>Resigned</i>	Mason District Representative		Gross	Mason

**CHILD CARE ADVISORY COUNCIL (2 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Valerie Inman (Appointed 1/18 by Foust) Term exp. 9/18	Dranesville District Representative		Foust	Dranesville
Wynne Busman (Appointed 11/12-10/14 by Gross) Term exp. 9/18	Mason District Representative	<b>Wynne Busman</b>	Gross	Mason
Mercedes O. Dash (Appointed 3/15 by L. Smyth) Term exp. 9/17	Providence District Representative		L. Smyth	Providence

**CITIZEN CORPS COUNCIL, FAIRFAX COUNTY  
(2 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Patrick J. Scott (Appointed 10/16 by Hudgins) Term exp. 5/18	Hunter Mill District Representative		Hudgins	Hunter Mill
Nicholas Ludlum (Appointed 1/17 by L. Smyth) Term exp. 5/18	Providence District Representative		L. Smyth	Providence

**CIVIL SERVICE COMMISSION (2 years)**

[NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

Current Membership: Males - 9      Females – 3      Minorities: 5

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Ronald Copeland; appointed 9/04-1/17 by Hudgins) Term exp. 12/18 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
Rosemarie Annunziata (Appointed 10/05-1/08 by Connolly; 12/09- 1/16 by Bulova) Term exp. 12/17	At-Large #3 Representative		By Any Supervisor	At-Large



<b>COMMISSION FOR WOMEN (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Mattie Palmore (Appointed 5/12-10/15 by Bulova) Term exp. 10/18	At-Large Minority Representative		By Any Supervisor	At-Large
Charlie Brown (Appointed 1/15-10/15 by Cook) Term exp. 10/18	Braddock District Representative		Cook	Braddock
Nancy Hopkins (Appointed 1/17 by Foust) Term exp. 10/18	Dranesville District Representative		Foust	Dranesville
Helen Cole (Appointed 2/18 by Hudgins) Term exp. 10/18	Hunter Mill District Representative		Hudgins	Hunter Mill

<b>COMMISSION ON AGING (2 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Steve Gurney; appointed 3/17 by Hudgins) Term exp. 5/18 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

<p align="center"><b>CONSUMER PROTECTION COMMISSION (3 years)</b></p>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Mehmood S. Kazmi (Appointed 11/12-6/15 by Bulova) Term exp. 7/18	Fairfax County Resident #3 Representative		By Any Supervisor	At-Large
Umair Javed (Appointed 2/17 by L. Smyth) Term exp. 7/18	Fairfax County Resident #13 Representative		By Any Supervisor	At-Large

<p align="center"><b>CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)</b></p>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Robert Gehring; appointed 1/14-2/15 by Hudgins) Term exp. 2/18 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

<p align="center"><b>DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE I (4 years)</b></p>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Thomas D. Fleury (Appointed 6/01-3/14 by L. Smyth) Term exp. 3/18	At-Large #5 Representative		By Any Supervisor	At-Large

**ECONOMIC ADVISORY COMMISSION (3 years)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Mark Silverwood; appointed 1/09-11/14 by Hudgins) Term exp. 12/17 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 05/18 by Bulova) Term exp. 3/21	Citizen #4 Representative		By Any Supervisor	At-Large

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

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Timothy W. Lavelle (Appointed 4/09- 12/14 by Bulova) Term exp. 11/17 <i>Not eligible for reappointment</i>	At-Large #2 Business Community Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Harriet Epstein; appointed 5/10- 12/16 by L. Smyth) Term exp. 11/19 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

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

**CONFIRMATIONS NEEDED:**

- Ms. Linda McKoy Watkins as the Medical Community #1 Representative

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Fouad Qreitem (Appointed 9/12-7/15 by Herrity) Term exp. 6/18 <i>(Not eligible for reappointment)</i>	Springfield District Representative	<b>Morgan Maravich</b>	Herrity	Springfield

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

**CONFIRMATION NEEDED:**

- Mr. John Yeatman as the Retiree Representative

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

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Paul Luisada; appointed 4/13-9/13 by Hyland; 10/16 by Storck) Term exp. 6/19 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Dave Lucas (Appointed 12/10-9/15 by Hyland) Term exp. 6/18	Provider #2 Representative		By Any Supervisor	At-Large

**HISTORY COMMISSION (3 years)**

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross) Term exp. 12/16 <i>Mason District Resident Resigned</i>	Historian #1 Representative		By Any Supervisor	At-Large

<b>HUMAN RIGHTS COMMISSION (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Vanessa G. Paul; appointed 11/16 by McKay) Term exp. 9/19 <i>Resigned</i>	At-Large #7 Representative		By Any Supervisor	At-Large
Daoud Khairallah (Appointed 11/05- 9/14 by Gross) Term exp. 9/17	At-Large #8 Representative		By Any Supervisor	At-Large

<b>HUMAN SERVICES COUNCIL (4 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Adrienne M. Walters; appointed 3/14 by L. Smyth) Term exp. 7/17 <i>Resigned</i>	Providence District #2 Representative		L. Smyth	Providence

<b>INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3 years)</b>
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**CONFIRMATION NEEDED:**

- Ms. Andrea Powell as the Fairfax County Public Schools Representative

**OVERSIGHT COMMITTEE ON DISTRACTED AND  
IMPAIRED DRIVING (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Jeffrey Levy; Appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by L. Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

<b>POLICE CIVILIAN REVIEW PANEL</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Randy Sayles; appointed 2/17) Term exp. 2/19 <i>Resigned</i>	Seat #6 Representative		By Any Supervisor	At-Large

<b>POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James E. Bitner (Appointed 5/17 by Bulova) Term exp. 6/18	Citizen At-Large #3 Representative		By Any Supervisor	At-Large



**RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD**

The Board of Supervisors established the advisory board on April 4, 2017  
 There will be 14 members on this advisory board. The appointees would serve  
 for 4-year terms from April 4, 2017

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
NEW POSITION	Residential Owners and HOA/Civic Association #1 Representative		Foust or Hudgins	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #2 Representative		Foust or Hudgins	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		Foust or Hudgins	At-Large
VACANT (Formerly held by Tyler Aaron Hall; appointed 9/17 by Hudgins) Term exp. 9/21 <i>Resigned</i>	Apartment or Rental Owner Associations Representative		Hudgins	At-Large

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

<b>SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Claire L. Tse; appointed 9/16-12/17 by Hudgins) Term exp. 12/20 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Eva Freund; appointed 11/14-12/17 by L. Smyth) Term exp. 12/20 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

<b>SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Emily Huaroco (Appointed 10/16 by Hudgins) Term exp. 3/18	Fairfax County #5 Representative		By Any Supervisor	At-Large

<b>TENANT LANDLORD COMMISSION (3 years)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Michael Congleton; appointed 7/13-2/17 by Herrity) Term exp. 1/20 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by L. Smyth) Term exp. 1/14 <i>Deceased</i>	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Angelina Panettieri; appointed 6/11-1/15 by L. Smyth) Term exp. 1/18	Tenant Member #1 Representative		By Any Supervisor	At-Large

<b>TRANSPORTATION ADVISORY COMMISSION (2 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Micah Himmel; appointed 6/13-7/16 by L. Smyth) Term exp. 6/18 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

<b>TREE COMMISSION (3 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jeanne Kadet (Appointed 2/12- 10/15 by Cook) Term exp. 10/18	Braddock District Representative		Cook	Braddock
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/15 by Foust) Term exp. 10/18	Dranesville District Representative		Foust	Dranesville
Dragan Momcilovic (Appointed 1/14- 10/15 by Hudgins) Term exp. 10/18	Hunter Mill District Representative		Hudgins	Hunter Mill
Jessica M. Bowser (Appointed 1/16 by McKay) Term exp. 10/18	Lee District Representative		McKay	Lee
VACANT (Formerly held by Thomas D. Fleury; appointed 1/17 by L. Smyth) Term exp. 10/17 <i>Resigned</i>	Providence District Representative		L. Smyth	Providence

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

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Molly Peacock; appointed 2/13-1/15 by L. Smyth) Term exp. 2/17 <i>Resigned</i>	Providence District Representative #2		L. Smyth	Providence

**WETLANDS BOARD (5 years)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
Deana M. Crumbling (Appointed 1/14 by Bulova) Term exp. 7/16	Alternate #1 Representative		By Any Supervisor	At-Large

Board Agenda Item  
October 30, 2018

10:10 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Authorization to Advertise Proposed Amendment to *The Code of the County of Fairfax, Virginia* (Code) Chapter 101 (Subdivision Ordinance), Chapter 112 (Zoning Ordinance), Chapter 118 (Chesapeake Bay Preservation Ordinance) and to the Public Facilities Manual (PFM) Regarding Codifying the Delineation of Buildable Areas on Plans of Development, Adding Running Bamboo to Noxious Weeds and Other Editorial Changes

ISSUE:

Board of Supervisors authorization to advertise public hearings on proposed amendments to the Code and PFM to require that development plans delineate the buildable areas on each lot; adding running bamboo to the list of noxious weeds and other edits.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of the proposed amendments as set forth in the Staff Report dated October 30, 2018.

The proposed amendments have been prepared by Land Development Services (LDS) and coordinated with the Department of Planning and Zoning and the Office of the County Attorney.

TIMING:

Board action is requested on October 30, 2018, to provide sufficient time to advertise the proposed Planning Commission hearing on December 5, 2018, at 7:30 p.m., and the proposed Board public hearing on January 22, 2019, at 4:30 p.m.

BACKGROUND:

In 2017, the Virginia Department of Environmental Quality (DEQ) conducted a Compliance Review of the County's Chesapeake Bay Preservation Ordinance and Program in accordance with § 62.1-44.15:69 and § 62.1-44.15:71 of the Chesapeake Bay Preservation Act and 9VAC25-830-260 of the Chesapeake Bay Preservation Area Designation and Management Regulations (Regulations). DEQ staff recommended one condition regarding the County's implementation of our program. It is therefore proposed that the County amend its local ordinances to include requirements for the delineation on plans of the buildable areas on each lot as required by 9VAC25-830-190(a)(5) of the Regulations. The package of amendments include other minor changes and editorial corrections.

PROPOSED AMENDMENT:

The proposed amendments to Chapters 101, 112, and 118 and the PFM revise the submission requirements for plans of development: Site Plans (SPs), Minor Site Plans (MSPs), Preliminary Plans (PLs), Subdivision Plans (SDs), Infill Lot Grading Plans (INFs), Conservation Plans (CONs), Rough Grading Plans (RGPs) and Public Improvement Plans (PIs) to require a delineation of the buildable areas on each lot, based on the performance criteria in the Chesapeake Bay Preservation Ordinance, minimum required yards in accordance with the Zoning Ordinance, and any other relevant easements and limitations on lot coverage.

There are also other amendments to the Chesapeake Bay Preservation Ordinance: §118-1-6(r) to add running bamboo to the list of noxious weeds, correct §118-1-9(d)(1) by deleting an extraneous sentence, edit §118-3-2 and §118-3-3 to update the references to the National Soil Survey Handbook and Virginia Administrative Code, and edit §118-5-3(c) to update the reference to the Virginia Department of Forestry Best Management Practices for Water Quality Technical Manual. In addition, the term “shall” is changed to “must” in those sections included in the amendment.

REGULATORY IMPACT:

The impact of the proposed amendments will be minimal, as the submitted plans of development currently show compliance with the various requirements that are scattered throughout the applicable codes and regulations that determine the areas of the lot that are buildable. The proposed amendments codify the requirement for SPs, MSPs, PLs, SDs, INFs, RGPs, CONs, and PIs. The proposed amendment to add running bamboo to the list of noxious weeds will qualify the removal of running bamboo from the RPA for a simpler administrative approval process.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 - Resolution

Attachment 2 - Staff Report dated October 30, 2018

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Leslie B. Johnson, Zoning Administrator, Department of Planning and Zoning

ASSIGNED COUNSEL:

Paul Emerick, Senior Assistant County Attorney, Office of the County Attorney



**RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on October 30, 2018, at which meeting a quorum was present and voting and the following resolution was adopted:

WHEREAS, the Virginia Department of Environmental Quality (DEQ) conducted a Compliance Evaluation in accordance with §62.1-44.15:69 and §62.1-44.15:71 of the Chesapeake Bay Preservation Act (Act) and 9VAC25-830-260 of the Chesapeake Bay Preservation Area Designation and Management Regulations (Regulations); and

WHEREAS, a result of the review of the County Ordinances, DEQ recommended the County amend its local ordinances to include a requirement for the delineation of buildable area on each lot be included on plans of development as required by 9VAC25-830-190(a)(5) of the Regulations; and

WHEREAS, it may be appropriate to incorporate the DEQ recommendations into the required information to be shown on Site Plans and Minor Site Plans, as specified in Article 17 of the Zoning Ordinance; and

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

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

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

LAND DEVELOPMENT SERVICES  
October 30, 2018

# STAFF REPORT

PREPARED BY CODE DEVELOPMENT AND COMPLIANCE

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

Proposed Amendments to Chapter 101 (Subdivision Ordinance), Chapter 112 (Zoning Ordinance), and Chapter 118 (Chesapeake Bay Preservation Ordinance) of *The Code of the County of Fairfax* (Code), and the Public Facilities Manual (PFM) Regarding Codifying the Delineation of Buildable Areas on Plans of Development, Adding Running Bamboo to Noxious Weeds and Other Editorial Changes

## PUBLIC HEARING DATES

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Authorization to Advertise:	October 30, 2018
Planning Commission Hearing:	December 5, 2018 at 7:30 p.m.
Board of Supervisors Hearing:	January 22, 2019 at 4:30 p.m.

Prepared By:	Jerry Stonefield, Engineer IV (703) 324-1780 Site Code Research & Development Branch, Land Development Services (LDS)
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## **Staff Report**

### **STAFF RECOMMENDATION**

Staff recommends that the Board of Supervisors (Board) adopt the proposed amendments to Chapter 101 (Subdivision Ordinance), Chapter 112 (Zoning Ordinance) and Chapter 118 (Chesapeake Bay Preservation Ordinance) of the Fairfax County Code and to the PFM. The proposed amendments implement recommendations by the Virginia Department of Environmental Quality (DEQ) following their compliance evaluation of Fairfax County's (County) program in 2017.

### **DISCUSSION**

#### **Coordination**

The proposed amendments have been prepared by LDS and coordinated with the Department of Planning and Zoning and the Office of the County Attorney.

#### **Background**

In 2017, DEQ conducted a Compliance Review of the County's Chesapeake Bay Preservation Ordinance and Program (Program) in accordance with § 62.1-44.15:69 and § 62.1-44.15:71 of the Chesapeake Bay Preservation Act and 9VAC25-830-260 of the Chesapeake Bay Preservation Area Designation and Management Regulations (Regulations). DEQ staff recommended one condition regarding how the County implements the program. DEQ staff recommended that the County amend its local ordinances to include requirements for the delineation on plans of the buildable areas on each lot as required by 9VAC25-830-190(a)(5) of the Regulations. DEQ staff notes that this requirement is only applicable to plans, not plats. The proposed amendments implement the recommended change, as well as other minor changes and editorial corrections.

#### **Summary of Proposed Amendments**

The proposed amendment to Chapter 118 adds a specific statement to delineate the buildable areas allowed on each lot. The buildable areas must be based on the performance criteria specified in Chesapeake Bay Preservation Ordinance §118-3 et seq., the minimum required yards of the district in which located in accordance with the Zoning Ordinance, and any other relevant easements or limitations regarding lot coverage. The proposed amendments to Chapters 101, 112, and 118 and the PFM revise the submission requirements for certain plans of development. The requirement will apply to Site Plans (SPs), Minor Site Plans (MSPs), Preliminary Plans (PLs), Subdivision Plans (SDs), Infill Lot Grading Plans (INFs), Conservation Plans (CONs), Rough Grading Plans (RGPs) and Public Improvement Plans (PIs).

There are additional changes proposed to the Chesapeake Bay Preservation Ordinance: edit §118-1-6(r) to add running bamboo to the definition of noxious weeds, correct §118-1-9(d)(1) by deleting an extraneous sentence, edit § 118-3-2 and § 118-3-3 to update the reference to the National Soil Survey Handbook and Virginia Administrative Code, and edit § 118-5-3(c) to update the reference to the Virginia Department of Forestry's Best Management Practices for Water Quality Technical Manual. In addition, the term "shall" is changed to "must" in those sections included in the amendment.

**Regulatory Impact**

The impact of proposed amendments will be minimal. Currently, submitted plans of development demonstrate that the proposed development complies with the various requirements, which determine the buildable area, that are scattered throughout the applicable codes and regulations. The proposed amendment codifies the requirement for SPs, MSPs, PLs, SDs, INFs, CONs, RGPs, and PIs.

The proposed amendment to add running bamboo to the list of noxious weeds will qualify the removal of running bamboo from the RPA for a simpler administrative approval process.

**ATTACHED DOCUMENTS**

Attachment A – Amendment to Chapter 101 (Subdivision Ordinance)

Attachment B – Amendment to Chapter 112 (Zoning Ordinance)

Attachment C – Amendment to Chapter 118 (Chesapeake Bay Preservation Ordinance)

Attachment D – Amendment to the Public Facilities Manual

**PROPOSED AMENDMENTS  
TO  
CHAPTER 101 (SUBDIVISION)  
OF  
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA**

**Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum Requirements, by revising paragraph (13) to read as follows:**

(13) Stormwater quality. All required Water Quality Impact Assessments, site-specific determinations of water bodies with perennial flow, Resource Protection Area Boundary Delineations and Resource Management Area Boundary Delineations must-shall be submitted and adequate measures must-shall be provided in compliance with Chapters 118 and 124 of the County Code and the Public Facilities Manual. The buildable areas allowed on each lot must be delineated in accordance with the Public Facilities Manual.

**Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-3, Preliminary Subdivision Plat, by revising paragraph (15) to read as follows:**

(15) All Resource Protection Area boundaries, ~~and~~ all Resource Management Area boundaries, and delineations of the buildable areas allowed on each lot in accordance with the Public Facilities Manual.

**PROPOSED AMENDMENT  
TO  
CHAPTER 112 (ZONING ORDINANCE)  
OF  
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA**

*This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of October 30, 2018 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.*

**Amend Article 17, Site Plans, Part 1, General Requirements, as follows:**

**- Amend Sect. 17-105, Minor Site Plans, by revising Par. 2H to read as follows:**

2. A minor site plan ~~shall~~ must be submitted on six ~~(6)~~ copies of a form provided by the Director and ~~shall~~ must be accompanied by six ~~(6)~~ copies of a plan depicting the existing and proposed uses and improvements. Minor site plans ~~shall be~~ are subject to the fees set forth in Sect. 109 below and each plan ~~shall~~ must be accompanied by a receipt evidencing the payment of all such required fees. Minor site plans ~~shall~~ must include, when applicable, the following information:

H. Delineation of any Resource Protection Area and Resource Management Area, buildable areas on each lot, description of existing/proposed outfall system and how stormwater quality, quantity and detention will be accommodated in accordance with the Public Facilities Manual, Chapter 118 and Chapter 124 of The Code.

**- Amend Sect. 17-106, Required Information on Site Plans, by revising Par. 33 to read as follows:**

All site plans ~~shall~~ must contain a cover sheet as prescribed by the Director and the following information, where applicable, unless the Director determines, based upon written justification submitted with the plan, that the information is unnecessary for a complete review of the site plan. Site plans ~~shall~~ must also be prepared in accordance with the provisions of the Public Facilities Manual and ~~shall~~ must be submitted in metric measurements or the English equivalent to metric measurements; provided, however, that in the event of any discrepancy between the English and metric measurements used to express any standard in this Ordinance, the English measure ~~shall~~ will control.

- 1 33. Delineation of Resource Protection Areas and Resource Management Areas, buildable
- 2 areas on each lot, site specific determination of water bodies with perennial flow, and a
- 3 Water Quality Impact Assessment and required measures in accordance with Chapter
- 4 118 of The Code and the Public Facilities Manual.

**PROPOSED AMENDMENTS  
TO  
CHAPTER 118 (CHESAPEAKE BAY PRESERVATION ORDINANCE)  
OF  
THE CODE OF THE COUNTY OF FAIRFAX, VA**

**Amend the Chesapeake Bay Preservation Ordinance, Section 118-1-6, Definitions, by revising Paragraph (r) to read as follows:**

(r) "Noxious weeds" means Johnson grass, kudzu, poison ivy, ragweed, poison oak, poison sumac, purple loosestrife, ~~and~~ multiflora rose, running bamboo and any other species hereinafter designated by the State as a noxious weed.

**Amend the Chesapeake Bay Preservation Ordinance, Section 118-1-9, Chesapeake Bay Preservation Area Boundaries, by revising Paragraph (d)(1) to read as follows:**

~~(1) RPAs shall include any land characterized by one or more of the following features:~~ Any person who submits an RPA boundary delineation study for the purpose of reclassifying a water body from perennial to intermittent ~~must shall~~ submit written proof of notification (copy of written notification letter and white receipts for certified mailings) of all owners of property abutting and immediately across the street from the parcel(s) containing the water body being studied and a minimum of one homeowners' or civic association within the immediate vicinity as approved by Land Development Services. Such notice ~~must shall~~ include notice to owners of properties abutting and immediately across the street which lie in an adjoining county or municipality. This notification must be to a minimum of ten property owners other than the owner of the parcel for which the study is prepared. If there are fewer than ten different owners of property abutting and immediately across the street from the subject property, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than ten properties. Notice ~~must shall~~ be sent to the last known address of the owner(s) as shown in the current Real Estate Assessment files. Notice to homeowners' or civic associations shall be sent to the registered address kept on file with the State Corporation Commission, or if none is on file, to the address kept on file by the County Office of Public Affairs. All written notice ~~must shall~~ be sent by certified mail, return receipt requested.

**Amend the Chesapeake Bay Preservation Ordinance, Section 118-3-2, General Performance Criteria for Resource Management Areas and Resource Protection Areas, by revising Paragraph (h) to read as follows:**

(h) Land upon which agricultural activities are being conducted, including but not limited to crop production, pasture, and dairy and feedlot operations, or lands otherwise defined as agricultural land by the local government, ~~must shall~~ have a soil and water quality conservation assessment conducted that evaluates the effectiveness of existing practices pertaining to soil erosion and sediment control, nutrient management, and management of pesticides, and where necessary, results in a plan that outlines additional practices needed to ensure that water quality protection is being accomplished consistent with the Chesapeake Bay Preservation Act and this chapter.



(1) Recommendations for additional conservation practices need address only those conservation issues applicable to the tract or field being assessed. Any soil and water quality conservation practices that are recommended as a result of such an assessment and are subsequently implemented with financial assistance from federal or state cost-share programs must be designed, consistent with cost-share practice standards ~~effective in January 1999~~ in the most recent version of the “Field Office Technical Guide” of the U.S. Department of Agriculture Natural Resources Conservation Service or the most recent version ~~June 2000 edition~~ of the “Virginia Agricultural BMP Manual” of the Virginia Department of Conservation and Recreation, respectively. Unless otherwise specified in this section, general standards pertaining to the various agricultural conservation practices being assessed ~~will shall~~ be as follows:

(i) For erosion and sediment control recommendations, the goal ~~will shall~~ be, where feasible, to prevent erosion from exceeding the soil loss tolerance level, referred to as “T,” as defined in the most recent version of the “National Soil Survey Handbook” ~~title 430-VI of November 1996 in the~~ “Field Office Technical Guide” of the U.S. Department of Agriculture Natural Resources Conservation Service. However, in no case shall erosion exceed the soil loss consistent with an Alternative Conservation System, referred to as an “ACS”, as defined in the “Field Office Technical Guide” of the U.S. Department of Agriculture Natural Resources Conservation Service.

(ii) For nutrient management, whenever nutrient management plans are developed, the operator or landowner must provide soil test information, consistent with the Virginia Nutrient Management Training and Certification Regulations (4 VAC ~~50-85-5-15~~).

(iii) For pest chemical control, referrals ~~will shall~~ be made to the local cooperative extension agent or an Integrated Pest Management Specialist of the Virginia Cooperative Extension Service. Recommendations ~~must shall~~ include copies of applicable information from the “Virginia Pest Management Guide” or other Extension materials related to pest control.

**Amend the Chesapeake Bay Preservation Ordinance, Section 118-3-2, General Performance Criteria for Resource Management Areas and Resource Protection Areas, by adding Paragraph (j) to read as follows**

(j) The buildable areas allowed on each lot must be delineated on all preliminary plans, site plans, minor site plans, subdivision plans, infill lot grading plans, conservation plans, rough grading plans, and public improvement plans. The buildable area must be based on: 1) the performance criteria specified in Article 3 of this Code, 2) the minimum required yards of the zoning district in which the lot is located, and 3) any other relevant easements or limitations on lot coverage.

**Amend the Chesapeake Bay Preservation Ordinance, Section 118-3-3, Additional Performance Criteria for Resource Protection Areas, by revising Paragraph (e) to read as follows:**

(e) On agricultural lands, the buffer area ~~must shall~~ be managed to prevent concentrated flows of surface water from breaching the buffer area and appropriate measures, as recommended by the Northern Virginia Soil and Water Conservation District, may be taken to prevent noxious weeds from invading the buffer area. Agricultural activities may encroach into the buffer area as follows:

(1) Agricultural activities may encroach into the landward 50 feet of the 100-foot wide buffer area when at least one agricultural best management practice which, in the opinion of the Northern Virginia Soil and Water Conservation District Board, addresses the more predominant water quality issue on the adjacent land (erosion control or nutrient management) is being implemented on the adjacent land, provided that the combination of the undisturbed buffer area and the best management practice achieves water quality protection, pollutant removal, and water resource conservation at least the equivalent of the 100-foot wide buffer area. If nutrient management is identified as the predominant water quality issue, a nutrient management plan, including soil tests, must be developed consistent with the Virginia Nutrient Management Training and Certification Regulations (4 VAC ~~50-85-5-15~~) administered by the Virginia Department of Conservation and Recreation.

(2) Agricultural activities may encroach within the landward 75 feet of the 100-foot wide buffer area when agricultural best management practices which, in the opinion of the Northern Virginia Soil and Water Conservation District Board, address erosion control, nutrient management, and pest chemical control, are being implemented on the adjacent land. The erosion control practices must prevent erosion from exceeding the soil loss tolerance level, referred to as "T," as defined in the most recent version of the "National Soil Survey Handbook" title 430-VI of ~~November 1996 in the "Field Office Technical Guide"~~ of the U.S. Department of Agriculture Natural Resource Conservation Service. A nutrient management plan, including soil tests, must be developed, consistent with the Virginia Nutrient Management Training and Certification Regulations (4 VAC ~~50-85-5-15~~) administered by the Virginia Department of Conservation and Recreation. In conjunction with the remaining buffer area, this collection of best management practices must ~~shall~~ be presumed to achieve water quality protection at least the equivalent of that provided by the 100-foot wide buffer area.

**Amend the Chesapeake Bay Preservation Ordinance, Section 118-5-3, Additional Exemptions, by revising Paragraph (c) to read as follows:**

(c) *Silvicultural activities*, provided that such operations adhere to water quality protection procedures prescribed by the Virginia Department of Forestry in the most recent ~~January 1997~~ edition of *Forestry Best Management Practices for Water Quality in Virginia* as determined by the Virginia Department of Forestry.

**PROPOSED AMENDMENT  
TO  
THE PUBLIC FACILITIES MANUAL  
OF  
THE COUNTY OF FAIRFAX, VIRGINIA**

*This proposed Public Facilities Manual (PFM) amendment is based on the PFM in effect as of October 30, 2018 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any PFM amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.*

- 1 **Amend PFM 2-0200, Plat and Plan Preparation, Section 2-0212, General Required**
- 2 **Information on Plans and Profiles, by adding Paragraph 22 to read as follows:**
- 3
- 4 2-0212.22 The buildable areas allowed on each lot must be delineated on all preliminary
- 5 plans, site plans, minor site plans, subdivision plans, infill lot grading plans, conservation
- 6 plans, rough grading plans and public improvement plans. The buildable areas must be based
- 7 on: 1) the performance criteria specified in Article 3 of Chapter 118 of the Code, 2) the
- 8 minimum required yards of the zoning district in which the lot is located, and 3) any other
- 9 relevant easements or limitations on lot coverage.

Board Agenda Item  
October 30, 2018

ADMINISTRATIVE – 2

Streets into the Secondary System (Providence District)

ISSUE:

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

RECOMMENDATION:

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

**Subdivision**

**District**

**Street**

Summer Hill Estates

Providence

Snowberry Court

TIMING:

Routine

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Form

STAFF:

Robert A. Stalzer, Deputy County Executive

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

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b>  <b>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</b>		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b>  REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.  <b>PLAN NUMBER:</b> 25756-SD-001 <b>SUBDIVISION PLAT NAME:</b> Summer Hill Estates <b>COUNTY MAGISTERIAL DISTRICT:</b> Providence	
<b>ENGINEERING MANAGER:</b> Houda A. Ali, PMP <b>BY:</b> <u>Nadia Alphonse</u>		<b>FOR OFFICIAL USE ONLY</b>  <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>08/17/2018</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Snowberry Court	CL Courthouse Road (Route 673) - 442' NE CL Sutton Road (Route 701)	476' S to End of Cul-de-Sac	0.09
<b>TOTALS:</b>			0.09
<b>NOTES:</b>			
5' Concrete Sidewalk on Both Sides to be maintained by VDOT.			

ADMINISTRATIVE - 3

Resolution for Endorsement of Dead Run Drive and Carper Street to Be Considered for Cut-Through Measures as Part of the Residential Traffic Administration Program (Dranesville District)

ISSUE:

Board endorsement of the following streets to be considered for cut-through measures as part of the Residential Traffic Administration Program (RTAP):

- Dead Run Drive and Carper Street (between Georgetown Pike and Churchill Road)

RECOMMENDATION:

The County Executive recommends that the Board endorse a resolution (see Attachment I) to include Dead Run Drive and Carper Street, between Georgetown Pike and Churchill Road, into the RTAP for cut-through traffic.

TIMING:

Board action is requested on October 30, 2018 to allow these cut-through measures to proceed as rapidly as possible.

BACKGROUND:

As part of the RTAP, roads are reviewed for the cut-through traffic program when requested by a Board member on behalf of a homeowners' or civic association. Cut-through mitigation normally employs the use of access restrictions (turn prohibitions, physical barriers etc). Multi-way stops may also be employed for regulatory control of traffic. Candidate streets considered for inclusion into the RTAP for cut-through must meet certain eligibility requirements, as follows:

- The street is classified as a local residential or collector roadway
- The roadway is used by at least 150 cut-through vehicles in one hour and in one direction
- At least 40% of the total traffic is cut-through
- A viable alternate route is identified

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An engineering review completed by staff (see Attachments II & III) has documented the attainment of all preliminary qualifying criteria for Dead Run Drive and Carper Street.

FISCAL IMPACT:  
None

ENCLOSED DOCUMENTS:  
Attachment I: Proposed Resolution  
Attachment II: Documentation of Cut-Through Traffic Study Requirements  
Attachment III: Primary Use Area and Viable Alternate Route Map

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

## **RESOLUTION**

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
CUT-THROUGH MEASURES  
DEAD RUN DRIVE AND CARPER STREET  
DRANESVILLE 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, October 30, 2018, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the residents in the vicinity of Dead Run Drive and Carper Street have petitioned the Dranesville District Supervisor's Office of Fairfax County to consider remedial measures to reduce the volume of cut-through traffic on Dead Run Drive and Carper Street, between Georgetown Pike and Churchill Road, and

**WHEREAS**, an engineering study by Fairfax County Department of Transportation for Dead Run Drive and Carper Street indicates that all basic cut-through criteria are met pertaining to functional classification of the roadways, identification of their primary use area, identification of actual cut-through volume, and proof of community support; and

**NOW THEREFORE BE IT RESOLVED**, that the Virginia Department of Transportation is hereby requested to review and address the feasibility of implementing cut-through measures on Dead Run Drive and Carper Street as part of FCDOT's Residential Traffic Administration Program.

**ADOPTED** this 30th day of October, 2018.

A Copy Teste:

Catherine A. Chianese  
Clerk to the Board of Supervisors



## Cut Through Traffic Analysis

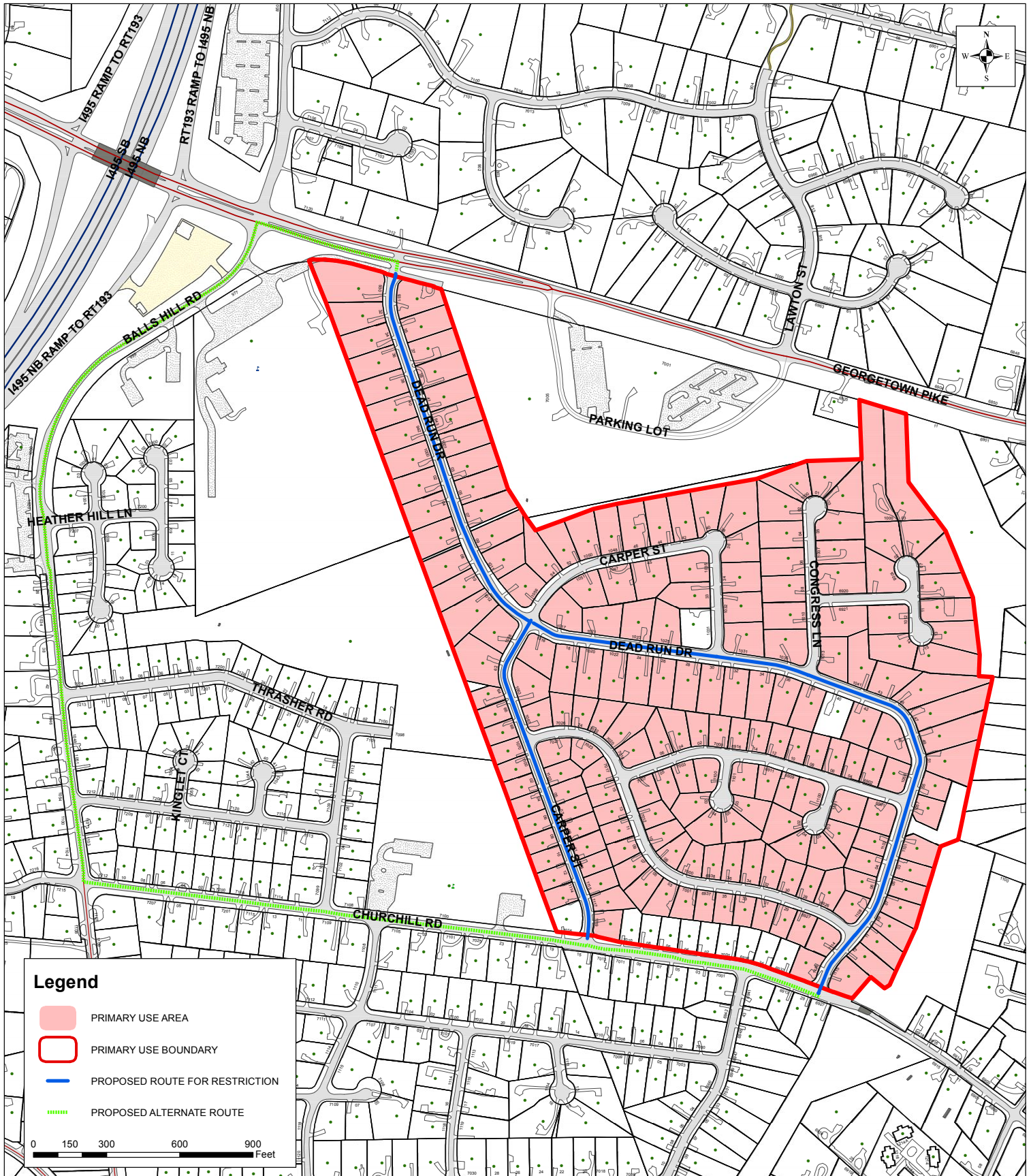
**Street** Carper Street and Dead Run Drive  
**Route** 3155/3141  
**District** Dranesville  
**Fairfax County**  
**Tax Map** 21-3, 21-4  
**Functional Classification** Local  
**Comp Plan** Residential  
**Primary Use Area**

# of dwelling units in study area

200

	Count Data		Internally Generated (ITE Rates -- Single Family Detached)					Cut-Through Trips	
	Volume	Dir. Split	Rate	Dir. Split	Distributed Rate	Dwelling Units	Trips	Volume	% of Total
<b>9/28/17, 7-8 AM</b>									
<b>Entering</b>									
Dead Run Drive @ Georgetown Pike (Southbound)	64	43%	0.75	26%	0.08	200	17	47	74%
Dead Run Drive @ Churchill Road (Northbound)	43	29%	0.75	26%	0.06	200	11	32	74%
Carper Street @ Churchill Road (Northbound)	43	29%	0.75	26%	0.06	200	11	32	74%
<b>Total</b>	<b>150</b>							<b>111</b>	
<b>Exiting</b>									
Dead Run Drive @ Georgetown Pike (Northbound)	107	44%	0.75	74%	0.25	200	49	58	54%
Dead Run Drive @ Churchill Road (Southbound)	56	23%	0.75	74%	0.13	200	26	30	54%
Carper Street @ Churchill Road (Southbound)	79	33%	0.75	74%	0.18	200	36	43	54%
<b>Total</b>	<b>242</b>							<b>131</b>	
<b>9/28/17, 4-5 PM</b>									
<b>Entering</b>									
Dead Run Drive @ Georgetown Pike (Southbound)	44	15%	1.00	64%	0.10	200	19	25	56%
Dead Run Drive @ Churchill Road (Northbound)	67	23%	1.00	64%	0.15	200	29	38	56%
Carper Street @ Churchill Road (Northbound)	181	62%	1.00	64%	0.40	200	79	102	56%
<b>Total</b>	<b>292</b>							<b>164</b>	
<b>Exiting</b>									
Dead Run Drive @ Georgetown Pike (Northbound)	274	54%	1.00	36%	0.19	200	39	235	86%
Dead Run Drive @ Churchill Road (Southbound)	57	11%	1.00	36%	0.04	200	8	49	86%
Carper Street @ Churchill Road (Southbound)	177	35%	1.00	36%	0.13	200	25	152	86%
<b>Total</b>	<b>508</b>							<b>436</b>	

Note: Numbers may not total due to rounding



**Fairfax County Department of Transportation  
Residential Traffic Administration Program (RTAP)  
PRIMARY USE AREA MAP  
CARPER STREET & DEAD RUN DRIVE  
Dranesville District**



ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Section 7-2-13 and Rename the Ravenwood Precinct Polling Location in the Mason District, Change the Street Address for the Belvoir Precinct Polling Location in the Mount Vernon District, and Relocate the Polling Locations for the Cedar Lake and Centerpointe Precincts in the Springfield District (Mason, Mount Vernon and Springfield Districts)

ISSUE:

Authorization to advertise a Public Hearing to consider an ordinance that proposes to amend and readopt Fairfax County Code Section 7-2-13 relating to election precincts and polling locations, and to:

- 1) rename the polling location for the Ravenwood precinct;
- 2) change the address of the polling location for the Belvoir precinct;
- 3) move the polling location for the Cedar Lake precinct; and
- 4) move the polling location for the Centerpointe precinct.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on Tuesday, December 4, 2018, at 4:00 p.m., to consider this ordinance.

TIMING:

Board action is requested on October 30, 2018, to provide sufficient time to advertise the proposed public hearing for adoption of this ordinance on December 4, 2018, at 4:00 p.m. This will allow adequate time to comply with the February 1, 2019, moratorium on polling place changes, as required by Section 24.2-309.2 of the Virginia Code.

BACKGROUND:

The Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of Virginia Code Sections 24.2-307, 24.2-310 and 24.2-310.1. All registered voters who are affected by a change in their precinct or polling location will be mailed a notice in advance of the next election, which is expected

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to be the June 11, 2019, Primary Election. If approved, the proposed ordinance will make the following changes:

- 1) In Mason District, the Fairfax County School Board changed the name of the school housing the Ravenwood precinct polling location from Stuart High School to Justice High School. Staff recommends recognizing and adopting this change.
- 2) In Mount Vernon District, the Facilities Management Department changed the street address of the Newington DVS facility, which houses the Belvoir precinct polling location, from 6900 Newington Road to 8201 Cinder Bed Road. This change was necessary due to renovation of the Newington DVS facility, resulting in permanent closure of the entrance located at 6900 Newington Road. Road improvements and realignment of portions of Newington and Cinder Bed Road have created a more accessible entrance off of Cinder Bed Road. Staff recommends recognizing and adopting this change of address.
- 3) In Springfield District, staff recommends moving the polling location for the Cedar Lake precinct. The proposal will move the Cedar Lake precinct polling location to the Michael R. Frey Animal Shelter, 4500 West Ox Road, Fairfax. Relocating this polling location will reduce the number of voters at the Virginia Department of Transportation building, which currently serves as the polling location for both the Cedar Lake and Fair Oaks precincts.
- 4) In Springfield District, staff recommends moving the polling location for the Centerpointe precinct. The proposal will move the Centerpointe precinct polling location to The Waterford at Fair Oaks, 12025 Lee Jackson Memorial Hwy, Fairfax. This move is necessary because the current location, Centerpointe Church, has been sold and will be demolished.

The Electoral Board voted unanimously to support these proposed changes at its September 17, 2018, meeting.

FISCAL IMPACT:

Insignificant. Funding for precinct and polling place change notifications is provided in the agency's FY 2019 Adopted Budget.

ENCLOSED DOCUMENTS:

- Attachment 1: Virginia Code Pertaining to Election Precincts and Polling Places
- Attachment 2: Summary of Proposed Changes
- Attachment 3: Descriptions and Maps of Proposed Changes
- Attachment 4: Proposed Ordinance

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STAFF:

Gary D. Scott, General Registrar and Director of Elections  
Beth Dixon Methfessel, Clerk to the Fairfax County Electoral Board

ASSIGNED ATTORNEY:

Martin R. Desjardins, Assistant County Attorney

**§ 24.2-307. Requirements for county and city precincts.**

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within any election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

(Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. [515](#).)

**§ 24.2-309.2. Election precincts; prohibiting precinct changes for specified period of time.**

No county, city, or town shall create, divide, abolish, or consolidate any precincts, or otherwise change the boundaries of any precinct, effective during the period from February 1, 2019, to May 15, 2021, except as (i) provided by law upon a change in the boundaries of the county, city, or town, (ii) the result of a court order, (iii) the result of a change in the form of government, or (iv) the result of an increase or decrease in the number of local election districts other than at-large districts. Any ordinance required to comply with the requirements of § [24.2-307](#) shall be adopted on or before February 1, 2019.

If a change in the boundaries of a precinct is required pursuant to clause (i), (ii), (iii), or (iv), the county, city, or town shall comply with the applicable requirements of law, including §§ [24.2-304.3](#) and [30-264](#), and send copies of the ordered or enacted changes to the State Board of Elections and the Division of Legislative Services.

This section shall not prohibit any county, city, or town from adopting an ordinance revising precinct boundaries after January 1, 2021. However, no revisions in precinct boundaries shall be implemented in the conduct of elections prior to May 15, 2021.

2008, c. [112](#); 2018, cc. [778](#), [779](#).



**§ 24.2-310. Requirements for polling places.**

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ [51.5-1](#) et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board or the general registrar shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § [24.2-604](#) and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § [24.2-604](#), and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § [24.2-604](#). The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § [24.2-307](#) or [24.2-308](#)

for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. [307](#); 2003, c. [1015](#); 2004, c. [25](#); 2005, c. [340](#); 2008, cc. [113](#), [394](#); 2010, cc. [639](#), [707](#); 2012, cc. [488](#), [759](#); 2016, cc. [18](#), [492](#).

**§ 24.2-310.1. Polling places; additional requirement.**

The requirement stated in this section shall be in addition to requirements stated in §§ [24.2-307](#), [24.2-308](#), and [24.2-310](#), including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

(1993, c. 904, § 24.1-37.1; 1993, c. 641.)



Attachment 2: Summary of Proposed Changes

<b><i>December 2018 SUMMARY OF PRECINCT AND POLLING PLACE CHANGES</i></b>							
<b>SUPERVISOR DISTRICT</b>	<b>OLD PRECINCT(S)</b>	<b>REGISTERED VOTERS*</b>	<b>OLD POLLING PLACE(S)</b>	<b>NEW PRECINCT(S)</b>	<b>PROJECTED REGISTERED VOTERS</b>	<b>NEW POLLING PLACE(S)</b>	<b>NOTES ON CHANGES</b>
MASON	511 RAVENWOOD	2,604	Stuart High School	511 RAVENWOOD	2,604	Justice High School	Recognize the change in the name of the polling location.
MOUNT VERNON	619 BELVOIR	3,982	Newington DVS	619 BELVOIR	3,982	Newington DVS	Recognize the change in the street address of the polling location.
SPRINGFIELD	802 CEDAR LAKE	1,653	Va Dept of Transportation	802 CEDAR LAKE	1,653	Michael R. Frey Animal Shelter	Move polling place to eliminate co-located precincts at Va Dept of Transportation.
SPRINGFIELD	844 CENTERPOINTE	3,424	Centerpointe Church	844 CENTERPOINTE	3,424	The Waterford of Fair Oaks	Move polling place due to sale and demolition of current polling location.

\* Registered voters as of September 15, 2018

**Commonwealth of Virginia**  
**COUNTY OF FAIRFAX**  
  
**MASON DISTRICT**

**DESCRIPTION:**

Beginning at the intersection of Holmes Run (stream) and Arlington Boulevard (Route 50), thence with Arlington Boulevard in a northeasterly direction to its intersection with the south corporate boundary of the City of Falls Church, thence with corporate boundary of the City of Falls Church in an easterly, then northerly direction to its intersection with the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southeasterly direction to its intersection with the west corporate boundary of the City of Alexandria, thence with the corporate boundary of the City of Alexandria in southwesterly, then generally southerly direction to its intersection with the Norfolk Southern Railroad, thence with the Norfolk Southern Railroad in a southwesterly direction to its intersection with the Shirley Memorial Highway (I-395), thence with the Shirley Memorial Highway in a southwesterly direction to its intersection with the Capital Beltway (I-495), thence with the Capital Beltway in a northwesterly direction to its intersection with Backlick Road, thence with Backlick Road in a northerly direction to its intersection with Leesville Boulevard, thence with Leesville Boulevard in a westerly direction to its intersection with Backlick Run (stream), thence with the meanders of Backlick Run in a northwesterly direction to its intersection with Braddock Road, thence with Braddock Road in a westerly direction to its intersection with Ravensworth Road, thence with Ravensworth Road in a northeasterly direction to its intersection with Heritage Drive, thence with Heritage Drive in a northwesterly, then northerly direction to its intersection with Little River Turnpike (Route 236), thence with Little River Turnpike in a northwesterly direction to its intersection with Glenbrook Road, thence with Glenbrook Road in a northerly direction to its intersection with Crook Branch (stream), thence with the meanders of Crook Branch in an easterly direction to its intersection with Prosperity Avenue, thence with Prosperity Avenue in a southerly direction to its intersection with Leroy Place, thence with Leroy Place in an easterly direction to its intersection with Woodburn Road, thence with Woodburn Road in a northeasterly, then easterly direction to its intersection with Gallows Road, thence with Gallows Road in a southeasterly direction to its intersection with Annandale Road, thence with Annandale Road in a northeasterly direction to its intersection with Holmes Run (stream), thence with the meanders of Holmes Run in a generally northwesterly direction to its intersection with Arlington Boulevard, point of beginning.

**As adopted by the Board of Supervisors on June 11, 2001**

**Section 7-2-8.           Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Brook Hill, Camelot, Columbia, Edsall, Glen Forest East, Glen Forest West, Holmes East, Holmes West, Hummer, Lincolnia, Masonville, the northeastern portion of North Springfield No. 3, Parklawn, Poe, Ravenwood, Ridgelea, Skyline, Sleepy Hollow, Saint Albans, Walnut Hill No. 1, Westlawn, Weyanoke, Whittier and Willston.**

**As amended and readopted by the Board of Supervisors on August 6, 2001**

**Section 7-2-8.           Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Brook Hill, Camelot, Columbia, Edsall, Glen Forest No. 1, Glen Forest No. 2, Holmes No. 1, Holmes No. 2, Hummer, Leewood, Lincolnia, Masonville, Parklawn, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline, Sleepy Hollow, Walnut Hill No. 1, Westlawn, Weyanoke, Whittier and Willston.**

**NOTES:** On August 6, 2001, Glen Forest East, Glen Forest West, Holmes East and Holmes West were renamed Glen Forest No. 1, Glen Forest No. 2, Holmes No. 1 and Holmes No. 2, respectively. The “northeastern portion of North Springfield No. 3” was renamed Leewood.

The boundary between Brook Hill and Poe precincts was adjusted to conform to the boundary between the Thirty-Eighth and Thirty-Ninth House of Delegates Districts.

**As recodified and readopted by the Board of Supervisors on March 24, 2003**

**Section 7-2-8.           Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Brook Hill, Camelot, Columbia, Edsall, Glen Forest No. 1, Glen Forest No. 2, Holmes No. 1, Holmes No. 2, Hummer, Leewood, Lincolnia, Masonville, Parklawn, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline, Sleepy Hollow, Walnut Hill No. 1, Westlawn, Weyanoke, Whittier and Willston.**

**NOTES:** On March 24, 2003, revised and updated descriptions of the precincts were formally adopted to remove antiquated and unnecessary language, to update changes in the names of roads and other features, and to create a uniform format and appearance. No voters were affected by these changes.

**As amended by the Board of Supervisors on July 7, 2003**

**NOTES:** On July 7, 2003, the description of Walnut Hill No. 1 precinct was amended and readopted to change the name of the polling place [facility] to the “Alan Leis Instructional Center at Walnut Hill.”

**As amended by the Board of Supervisors on March 10, 2008**

**NOTES:** On March 10, 2008, the polling place for Lincolnia precinct was moved to the Green Spring Gardens Park.

**As amended by the Board of Supervisors on March 9, 2010**

**NOTES:** On March 9, 2010, the polling place for Masonville precinct was temporarily moved to the Westminster School, and the polling place for Skyline precinct was moved to the National Association of Power Engineers training facility.

**As amended and readopted by the Board of Supervisors on April 26, 2011**

**Section 7-2-8.           Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Bristow, Brook Hill, Camelot, Columbia, Edsall, Glen Forest No. 1, Glen Forest No. 2, Holmes No. 1, Holmes No. 2, Hummer, Leewood, Lincolnia, Masonville, Parklawn, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline, Sleepy Hollow, Walnut Hill No. 1, Walnut Hill No. 2, Westlawn, Weyanoke, Whittier and Willston.**

**REDISTRICTING NOTES:** On April 26, 2011, the Board adopted their redistricting plan that moved the Bristow precinct from Braddock District to Mason District and moved the Walnut Hill No. 2 precinct from Providence District to Mason District.

**As amended and readopted by the Board of Supervisors on July 26, 2011**

**Section 7-2-8.           Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Bristow, Brook Hill, Camelot, Columbia, Edsall, Glen Forest, Holmes, Hummer, Lincolnia, Masonville, Parklawn, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline, Sleepy Hollow, Walnut Hill, Westlawn, Weyanoke, and Willston.**

**REDISTRICTING NOTES:** On July 26, 2011, the Board adjusted the boundaries of Glen Forest No. 1 and Skyline precincts and moved the polling place for Skyline precinct to the Goodwin House Bailey's Crossroads, effective for the August 23, 2011, primary elections.

The Board adjusted the boundaries of Barcroft, Edsall, Masonville, Ravenwood, Skyline, Sleepy Hollow, and Weyanoke precincts. Additionally, Holmes No. 1 and Holmes No. 2, Glen Forest #1 and Glen Forest No. 2, and Walnut Hill No. 1, Walnut Hill No. 2, and Whittier precincts were consolidated to form Holmes, Glen Forest and Walnut Hill precincts, respectively. These changes were effective September 1, 2011.

**As amended by the Board of Supervisors on July 10, 2012**

**NOTES:** On July 10, 2012, the polling place for Masonville precinct was moved from the temporary location at Westminster School to the new Mason Crest Elementary School.

**As amended and readopted by the Board of Supervisors on July 9, 2013**

**Section 7-2-8. Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Bristow, Brook Hill, Camelot, Columbia, Edsall, Glen Forest, Holmes, Hummer, Lincolnia, Masonville, Parklawn, Plaza, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline, Sleepy Hollow, Walnut Hill, Westlawn, Weyanoke, and Willston.**

**NOTES:** On July 9, 2013, Skyline was divided to form "Plaza" precinct. The polling place for Plaza precinct was established at the Skyline Plaza Residential Towers.

**As amended and readopted by the Board of Supervisors on November 18, 2014**

**Section 7-2-8. Mason District**

**The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Bristow, Brook Hill, Camelot, Columbia, Crossroads, Edsall, Glen Forest, Holmes No. 1, Holmes No. 2, Hummer, Lincolnia, Masonville, Parklawn, Plaza, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline, Sleepy Hollow, Walnut Hill, Westlawn, Weyanoke, and Willston.**

**NOTES:** On November 18, 2014, Skyline was divided to form Crossroads precinct and Holmes was divided to form Holmes No. 1 and Holmes No. 2. The polling place for Skyline was moved to Three Skyline Place and the polling place for Crossroads was established at Goodwin House Bailey's Crossroads.

**As amended by the Board of Supervisors on December 8, 2015**

**NOTES:** On December 8, 2015, the Board moved the polling place for Holmes No. 1 to the Woodrow Wilson Library.

**As amended and readopted by the Board of Supervisors on December 4, 2018**

**NOTES:** On December 4, 2018, the description of Ravenwood precinct was amended and readopted to change the name of the polling place [facility] from Stuart High School to "Justice" High School.

**Commonwealth of Virginia**  
**COUNTY OF FAIRFAX**  
**Mason District**

**PRECINCT 511:        RAVENWOOD**

**CONGRESSIONAL DISTRICT:        ELEVENTH**  
**VIRGINIA SENATORIAL DISTRICT:    THIRTY-FIFTH**  
**HOUSE OF DELEGATES DISTRICT:   THIRTY-EIGHTH**

**DESCRIPTION:**

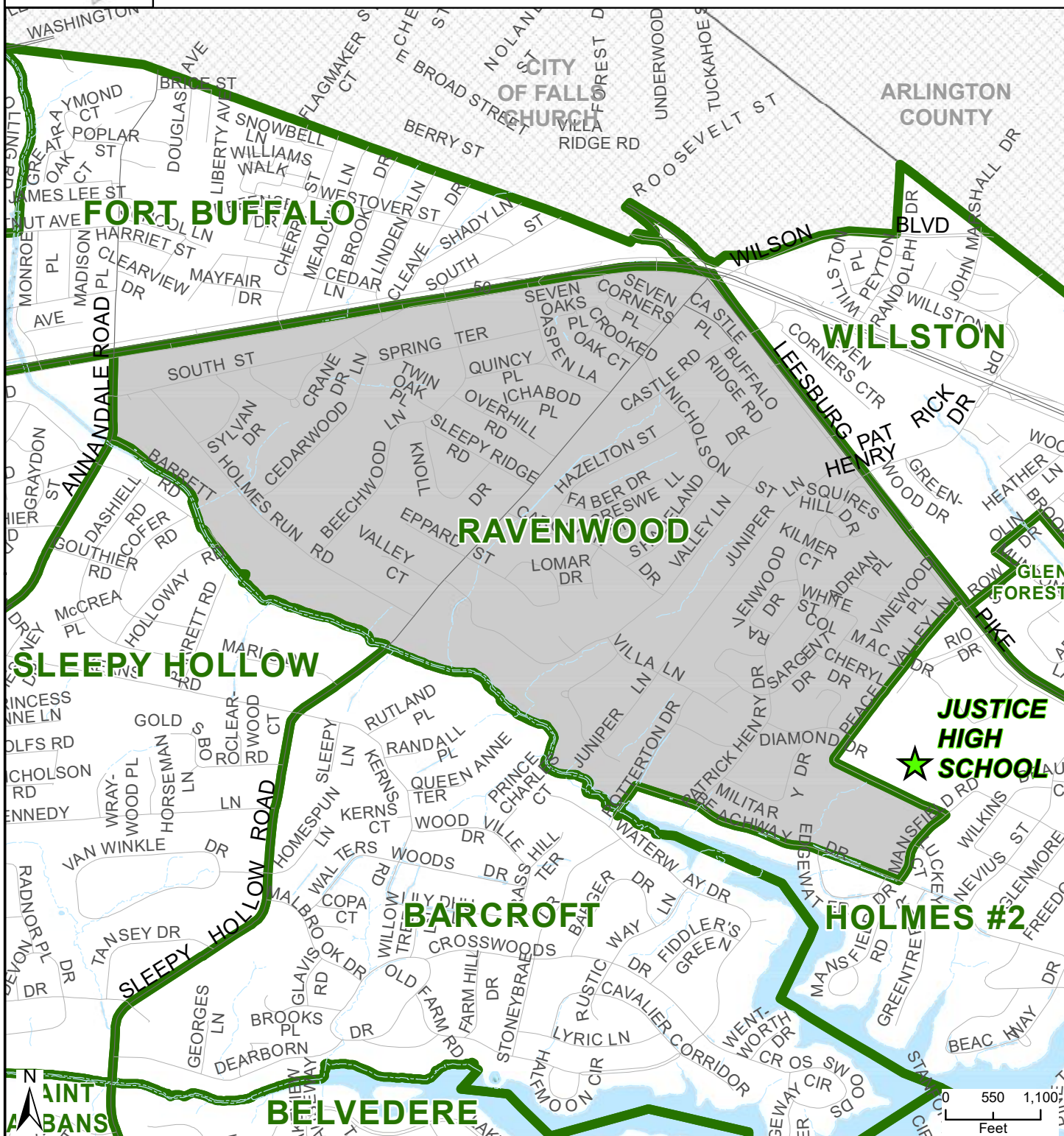
Beginning at the intersection of Annandale Road and Arlington Boulevard (Route 50), thence with Arlington Boulevard in a northeasterly direction to its intersection with Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with Peace Valley Lane, thence with Peace Valley Lane, a projection of Peace Valley Lane and Peace Valley Lane in a southwesterly, then southeasterly direction to its intersection with Mansfield Road, thence with Mansfield Road in a southwesterly direction to its intersection with Beachway Drive, thence with Beachway Drive in a northwesterly direction to its intersection with Potterton Drive, thence with Potterton Drive in a southwesterly direction to its intersection with Tripp's Run (stream), thence with the meanders of Tripp's Run in a northwesterly direction to its intersection with Annandale Road, thence with Annandale Road in a northerly direction to its intersection with Arlington Boulevard, point of beginning.

**POLLING PLACE:**                ~~Stuart Justice~~ High School  
   3301 Peace Valley Lane, Falls Church

**MAP GRIDS:**    50-4, 51-3, 61-1

**NOTES:**            Established December 1976  
                         Precinct description revised and readopted – March 2003  
                         Precinct boundary adjusted – July 2011  
                         Senate District changed from 31<sup>st</sup> to 35<sup>th</sup> – July 2011  
                         Polling location name changed – December 2018

Commonwealth of Virginia  
**County of Fairfax**  
 Mason District



**Proposed Polling Place Change for: 511 RAVENWOOD**

September 2018

- ★ **Current name & address:** *Stuart High School, 3301 Peace Valley Ln*
- ★ **Proposed name & address:** *Justice High School, 3301 Peace Valley Ln*



**Commonwealth of Virginia**  
**COUNTY OF FAIRFAX**  
  
**MOUNT VERNON DISTRICT**

**DESCRIPTION:**

Beginning at the intersection of Telegraph Road and the south corporate boundary of the City of Alexandria, thence with the corporate boundary of the City of Alexandria in a southeasterly direction to its intersection with the Maryland/Virginia State Line (Potomac River), thence with the Maryland/Virginia State Line in a southerly, then generally southwesterly direction to its intersection with the Prince William County/Fairfax County Line (Occoquan River), thence with the Prince William County/Fairfax County Line in a generally northwesterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a northeasterly direction to its intersection with Hooes Road, thence with Hooes Road in a northerly direction to its intersection with Pohick Road, thence with Pohick Road in a generally southeasterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in an easterly direction to its intersection with Pohick Creek, thence with the meanders of Pohick Creek in a generally northerly direction to its intersection with the Fairfax County Parkway (Route 7100), thence with the Fairfax County Parkway in an easterly direction to its intersection with Rolling Road, thence with Rolling Road in a southeasterly direction to its intersection with the north boundary of the Ft. Belvoir Military Reservation-North Area (old Proving Grounds), thence with the boundary of the Ft. Belvoir Military Reservation in a generally easterly direction to its intersection with Accotink Creek, thence with the meanders of Accotink Creek in a generally southeasterly direction to its intersection with Fullerton Road, thence with the Fullerton in a generally easterly direction to its intersection with Boudinot Drive, thence with Boudinot Drive in a southeasterly direction to its intersection with Alban Road, thence with Alban Road in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a southeasterly direction to its intersection with the Shirley Memorial Highway (I-95), thence with the Shirley Memorial Highway in a southwesterly direction to its intersection with Newington Road, thence with Newington Road in an easterly direction to its intersection with the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a northerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in an easterly direction to its intersection with Beulah Road, thence with Beulah Road in a southeasterly, then easterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with the northeast boundary of the Fort Belvoir Military Reservation, thence with the boundary of the Fort Belvoir Military Reservation in a southeasterly direction to its intersection with the south boundary of Huntley Meadows Park, thence with the boundary of Huntley Meadows Park in a southeasterly, then northeasterly

direction to its intersection with Frye Road, thence with Frye Road in a southerly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a northeasterly, then northerly direction to its intersection North Kings Highway, thence with North Kings Highway in a northerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with the south corporate boundary of the City of Alexandria, point of beginning.

**As adopted by the Board of Supervisors on June 11, 2001**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Belle Haven, Belleview, Belvoir, Bucknell, Delong, Fort Hunt, the southwestern portion of Garfield, Grosvenor, Gunston, Hollin Hall, Hunt, Huntington, Kirkside, Lorton, Marlan, Newington, Pohick Run East, Pohick Run West, Saratoga, Sherwood, Stratford, Waynewood, Westgate, Whitman, the southern portion of Woodlawn, and Woodley.**

**As amended and readopted by the Board of Supervisors on August 6, 2001**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Hunt, Huntington, Kirkside, Lorton, Marlan, Newington, Pohick Church, Pohick Run, Saratoga, Sherwood, Stratford, Waynewood, Westgate, Whitman, Woodlawn, and Woodley.**

**NOTES:** On August 6, 2001, Pohick Run East and Pohick Run West precincts were renamed Pohick Church and Pohick Run, respectively. The “southwestern portion of Garfield” was named Alban and the “southern portion of Woodlawn” was named Woodlawn. Delong precinct was combined with Saratoga precinct and abolished.

**As recodified and readopted by the Board of Supervisors on March 24, 2003**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Hunt, Huntington, Kirkside, Lorton, Marlan, Newington, Pohick Church, Pohick Run, Saratoga, Sherwood, Stratford, Waynewood, Westgate, Whitman, Woodlawn, and Woodley.**

**NOTES:** On March 24, 2003, the boundary between Hollin Hall and Waynewood precincts was adjusted to conform to the boundary between the Eighth and Eleventh Congressional Districts.

The boundary between the Mount Vernon and Lee Districts and their respective Belvoir and Pioneer precincts was adjusted to conform to the realignment of Newington Road between Backlick Road and the RF&P Railroad tracks. No voters were affected by the adjustment.

Revised and updated descriptions of the precincts were formally adopted to remove antiquated and unnecessary language, to update changes in the names of roads and other features, and to create a uniform format and appearance.

**As amended and readopted by the Board of Supervisors on March 8, 2004**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Hunt, Huntington, Kirkside, Lorton, Lorton Center, Lorton Station, Marlan, Newington, Saratoga, Sherwood, Stratford, Waynewood, Westgate, Whitman, Woodlawn, and Woodley.**

**NOTES:** On March 8, 2004, Pohick Church precinct was renamed “Lorton Center” and its polling place was moved to the Lorton Station Recreation Center. The Pohick Run precinct was renamed “Lorton Station” and its polling place was moved to the new Lorton Station Elementary School.

**As amended by the Board of Supervisors on June 21, 2004**

**NOTES:** On June 21, 2004, the polling place for the Lorton Center precinct was moved to the Lorton Station Elementary School.

**As amended and readopted by the Board of Supervisors on March 27, 2006**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Hunt, Huntington, Kirkside, Laurel Hill, Lorton, Lorton Center, Lorton Station, Marlan, Newington, Saratoga, Sherwood, Stratford, Waynewood, Westgate, Whitman, Woodlawn, and Woodley.**

Attachment 3: Descriptions and Maps of Proposed Changes

**NOTES:** On March 27, 2006, Lorton precinct was divided to form “Laurel Hill” precinct. The polling place for Laurel Hill precinct was established at the South County Secondary School and the polling place for Lorton precinct was moved to the Lorton Library.

Also, on March 27, 2006, the polling place for the Lorton Center precinct was moved to the Grace Bible Church.

**As amended by the Board of Supervisors on March 26, 2007**

**NOTES:** On March 26, 2007, the polling place for the Grosvenor precinct was moved to the Huntington Community Center.

**As amended by the Board of Supervisors on March 10, 2008**

**NOTES:** On March 10, 2008, the polling place for the Marlan precinct was temporarily moved to the Paul Spring Retirement Community.

The United States Postal Service address for the Lorton Station polling place was updated.

**As amended and readopted by the Board of Supervisors on January 12, 2009**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Hunt, Huntington, Kirkside, Laurel Hill, Lorton, Lorton Center, Lorton Station, Marlan, Newington, Saratoga, Sherwood, South County, Stratford, Waynewood, Westgate, Whitman, Woodlawn, and Woodley.**

**NOTES:** On January 12, 2009, Laurel Hill precinct was divided to form South County precinct. The polling place for both precincts is the South County Secondary School.

**As amended by the Board of Supervisors on July 27, 2010**

**NOTES:** On July 27, 2010, the polling place for the Marlan precinct was permanently moved to the Paul Spring Retirement Community.

**As amended and readopted by the Board of Supervisors on April 26, 2011**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Huntington, Kirkside, Laurel Hill, Lorton, Lorton Center, Lorton Station, Marlan, Newington, Saratoga, Sherwood, South County, Stratford, Waynewood, Westgate, Whitman, Woodlawn, and Woodley.**

**REDISTRICTING NOTES:** On April 26, 2011, the Board adopted their redistricting plan that divided the Woodlawn precinct along Frye Road to create a new precinct named “Pinewood Lake” and moved the Pinewood Lake precinct into Lee District.

**As amended and readopted by the Board of Supervisors on July 26, 2011**

**Section 7-2-9. Mount Vernon District**

**The Mount Vernon District shall consist of these election precincts: Alban, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Huntington, Kirkside, Laurel Hill, Lorton, Lorton Center, Lorton Station, Marlan, Newington, Riverside, Saratoga, Sherwood, South County, Stratford, Waynewood, Westgate, Woodlawn, and Woodley.**

**NOTES:** On July 26, 2011, the Board renamed Whitman precinct “Riverside” and adjusted the boundaries of Belle Haven, Belleview, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Huntington, Sherwood, Stratford, and Westgate precincts.

**As amended by the Board of Supervisors on July 10, 2012**

**NOTES:** On July 10, 2012, the Board moved the polling place for South County precinct to the South County Middle School and renamed the polling place for Laurel Hill precinct from “South County Secondary School” to “South County High School.”

**As amended by the Board of Supervisors on July 9, 2013**

**NOTES:** On July 9, 2013, the Board adjusted the boundaries between Alban and Saratoga precincts; moved the polling place for Laurel Hill precinct to the Laurel Hill Elementary School; moved the polling place for South County precinct to the South County High School; and moved the polling place for Woodlawn precinct to the Knights of Columbus #5998.

**As amended by the Board of Supervisors on November 18, 2014**

**NOTES:** On November 18, 2014, the Board adjusted the boundaries between Belvoir and Woodlawn precincts.

**As amended and readopted by the Board of Supervisors on July 11, 2017**

**Section 7-2-9. Mount Vernon District**

The Mount Vernon District shall consist of these election precincts: Alban, Army, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Huntington, Kirkside, Laurel Hill, Lorton, Lorton Station, Marlan, Newington, Riverside, Saratoga, Sherwood, South County, Stratford, Waynewood, Westgate, Woodlawn, and Woodley.

**NOTES:** On July 11, 2017, the Board consolidated Lorton Center precinct into the southern portion of Belvoir precinct, and established its polling location at the Newington DVS Facility.

The Board also created a new precinct, “Army”, from the northern portion of Belvoir precinct with its polling location at the Kingstowne Library.

**As amended by the Board of Supervisors on December 4, 2018**

**Section 7-2-9. Mount Vernon District**

**NOTES:** On December 4, 2018, the description of Belvoir precinct was amended and readopted to change the address of the polling place [facility] from 6900 Newington Road to 8201 Cinder Bed Road.

**Commonwealth of Virginia**  
**COUNTY OF FAIRFAX**  
**Mount Vernon District**

**PRECINCT 619: BELVOIR**

**CONGRESSIONAL DISTRICT:** EIGHTH  
**VIRGINIA SENATORIAL DISTRICT:** THIRTY-SIXTH  
**HOUSE OF DELEGATES DISTRICT:** FORTY-THIRD

**DESCRIPTION:**

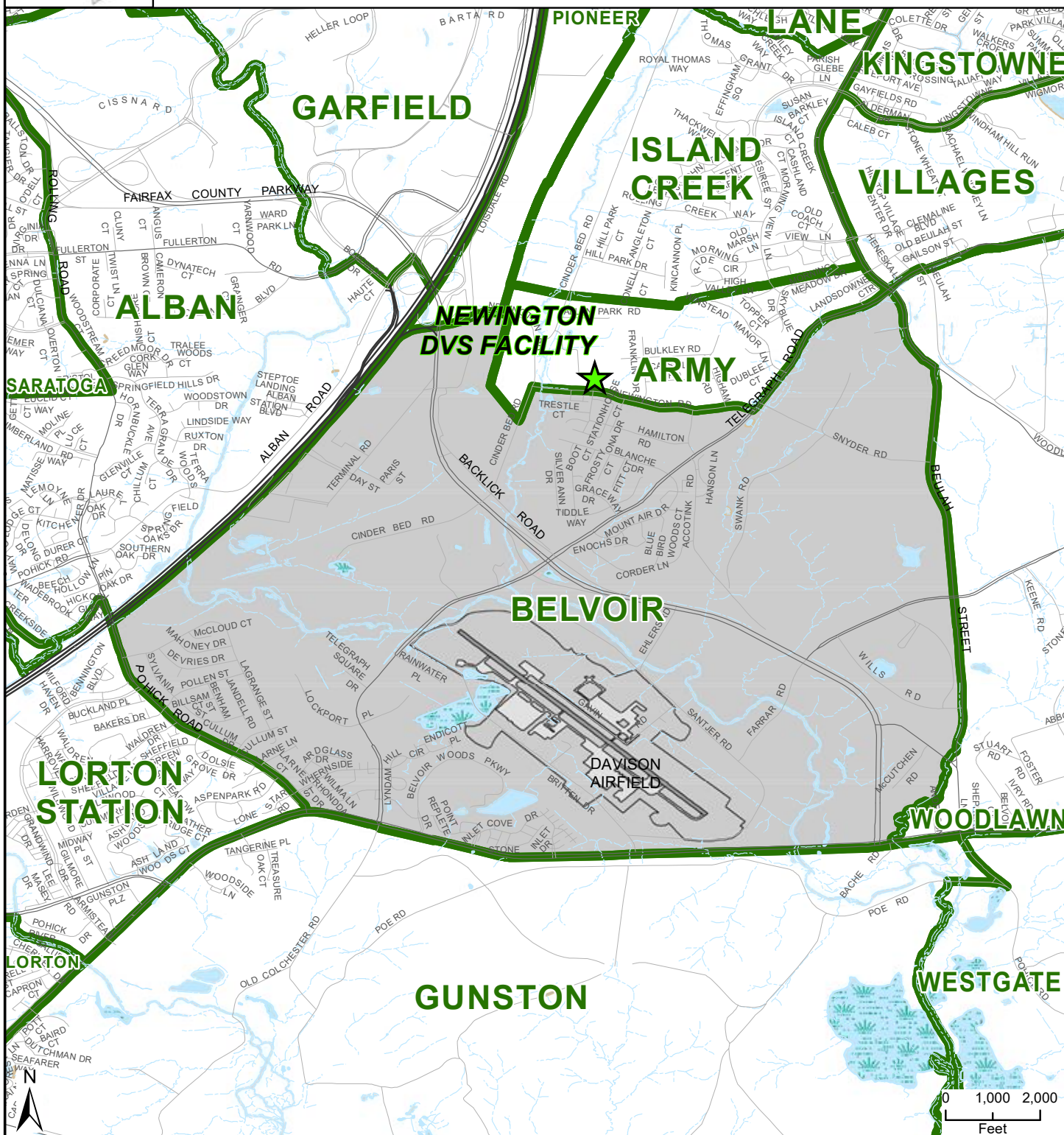
Beginning at the intersection of the Shirley Memorial Highway (Interstate 95) and Newington Road, thence with Newington Road in an easterly direction to its intersection the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power easement in an easterly direction to its intersection Cinder Bed Road, thence with Cinder Bed Road in a northerly direction to its intersection with Newington Road, thence with Newington Road in an easterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in an southerly direction to its intersection with Beulah Street at Woodlawn Road, thence with Beulah Street in a southerly direction to its intersection with Backlick Road, thence with Backlick Road in a northwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a southwesterly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a westerly direction to its intersection with Pohick Road, thence with Pohick Road in a northwesterly direction to its intersection with the Shirley Memorial Highway, thence with the Shirley Memorial Highway in a northeasterly direction to its intersection with Newington Road, point of beginning.

**POLLING PLACE:** Newington DVS Facility  
~~6900 Newington Road~~ 8201 Cinder Bed Road, Lorton

**MAP GRIDS:** 99-1, 99-2, 99-3, 99-4, 100-1, 100-3, 101-3, 101-2, 107-4, 108-1, 108-2, 108-3, 108-4, 109-1, 109-3

**NOTES:** Established July 1998  
Precinct description revised and readopted – March 2003  
Senate and Delegate boundaries changed – July 2011  
Boundary adjusted with Woodlawn– November 2014  
Boundary adjusted with Lorton Center – July 2017  
Polling place address changed – December 2018

Commonwealth of Virginia  
**County of Fairfax**  
 Mount Vernon District



**Proposed Polling Place Change for: 619 BELVOIR**

September 2018

- ★ **Current name & address:** Newington DVS Facility, 6900 Newington Rd
- ★ **Proposed name & address:** Newington DVS Facility, 8201 Cinder Bed Rd



**Commonwealth of Virginia**  
**COUNTY OF FAIRFAX**  
  
**SPRINGFIELD DISTRICT**

**DESCRIPTION:**

Beginning at the intersection of Stringfellow Road and the Lee-Jackson Memorial Highway (Route 50), thence with Lee-Jackson Memorial Highway in a southeasterly direction to its intersection with Interstate 66, thence with Interstate 66 in a southwesterly direction to its intersection with Monument Drive, thence with Monument Drive in a southeasterly direction to its intersection with Random Hills Road, thence with Random Hills Road in a southwesterly direction to its intersection with Legato Road at Post Forest Drive, thence with Legato Road in a southwesterly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a southwesterly direction to its intersection with the Fairfax County Parkway (Route 286), thence with the Fairfax County Parkway in a southeasterly direction to its intersection with Braddock Road, thence with Braddock Road in a generally easterly direction to its intersection with Ox Road (Route 123), thence with Ox Road in a southerly direction to its intersection with the Fairfax County Parkway, thence with the Fairfax County Parkway in a southeasterly direction to its intersection with Burke Lake Road, thence with Burke Lake Road in a northeasterly direction to its intersection with Pohick Creek, thence with the meanders of Pohick Creek in a northerly direction to its intersection with an unnamed stream on the northwest side of the Burke Village Center, thence with the meanders of the unnamed stream in a northerly direction to its intersection with the Norfolk Southern Railroad, thence with the Norfolk Southern Railroad in an easterly direction to its intersection with Rolling Road, thence with Rolling Road in a southeasterly direction to its intersection with Old Keene Mill Road, thence with Old Keene Mill Road in an easterly direction to its intersection with Carrleigh Parkway, thence with Carrleigh Parkway in a northerly direction to its intersection with Winslow Avenue, thence with Winslow Avenue in a westerly direction to its intersection with Roxbury Avenue, thence with Roxbury Avenue in a northwesterly direction to its intersection with Oakford Drive, thence with Oakford Drive in a northwesterly direction to its intersection with Forrester Boulevard, thence with Forrester Boulevard in an easterly direction to its intersection with Carrleigh Parkway, thence with Carrleigh Parkway in an easterly direction to its intersection with Greeley Boulevard, thence with Greeley Boulevard in a generally southeasterly direction to its second intersection with Bardu Avenue, thence with Bardu Avenue in a southwesterly direction to its intersection with Old Keene Mill Road, thence with Old Keene Mill Road in a southeasterly direction to its intersection with Accotink Creek, thence with the meanders of Accotink Creek in a generally southerly direction to its intersection with the north boundary of the Ft. Belvoir Military Reservation, thence with the boundary of the Ft. Belvoir Military Reservation in a westerly, then northwesterly, then southwesterly direction to its intersection with Rolling Road, thence with Rolling Road in a

northwesterly direction to its intersection with the Fairfax County Parkway, thence with the Fairfax County Parkway in a westerly direction to its intersection with Pohick Creek, thence with the meanders of Pohick Creek in a southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power easement in a westerly direction to its intersection with Pohick Road, thence with Pohick Road in a northwesterly direction to its intersection with the Fairfax County Parkway, thence with the Fairfax County Parkway in a southwesterly direction to its intersection with Hooes Road, thence with Hooes Road in a southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a westerly, then southwesterly direction to its intersection with the Prince William County/Fairfax County Line, thence with the Prince William County/Fairfax County Line in a generally northwesterly direction to its intersection with Centreville Road (Route 28), thence with Centreville Road in a northerly direction to its intersection with Compton Road, thence with Compton Road in a southeasterly direction to its intersection with Little Rocky Run (stream), thence with the meanders of Little Rocky Run in a northeasterly direction to its intersection with New Braddock Road, thence with New Braddock Road in an easterly direction to its intersection with Braddock Road, thence with Braddock Road in an easterly direction to its intersection with a projection of Old Clifton Road, thence with this projection and Old Clifton Road in a northeasterly direction to its intersection with Clifton Road, thence with Clifton Road in a northerly direction to its intersection with Stringfellow Road at Lee Highway (Route 29), thence with Stringfellow Road in a northerly direction to its intersection with Lee-Jackson Memorial Highway, point of beginning.

**As adopted by the Board of Supervisors on June 11, 2001**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Cherry Run, Clifton, Fairfax Station, Greenbriar East, Greenbriar West, Irving, Leehigh, Newgate, Orange, Parkway, Pohick, Popes Head, Sangster North, Sangster South, Silverbrook, Valley, West Springfield, White Oaks, Willow Springs, Woodyard North, and Woodyard South.**

**As amended and readopted by the Board of Supervisors on August 6, 2001**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Cherry Run, Clifton, Fairfax Station, Fair Lakes, Fair Ridge, Fountainhead, Greenbriar East, Greenbriar West, Irving, Leehigh, Newgate, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Valley, West Springfield, White Oaks, Willow Springs and Woodyard.**

**NOTES:** On August 6, 2001, the Board divided Greenbriar East and Greenbriar West precincts to form Fair Ridge and Fair Lakes precincts, respectively, in response to population growth in the area.

Sangster North, Sangster South, Woodyard North and Woodyard South were renamed Sangster, South Run, Woodyard and Fountainhead, respectively.

The boundary of Silverbrook was adjusted with Fountainhead (Woodyard South) to reduce the size of Silverbrook and to allow for growth in the area.

**As amended, recodified and readopted by the Board of Supervisors on March 24, 2003**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Cherry Run, Clifton, Fairfax Station, Fair Lakes, Fair Ridge, Fountainhead, Greenbriar East, Greenbriar West, Irving, Leehigh, Monument, Newgate, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**NOTES:** On March 24, 2003, the Board divided Leehigh precinct to form Monument precinct in response to population growth in the area.

Revised and updated descriptions of the precincts were also formally adopted to remove antiquated and unnecessary language, to update changes in the names of roads and other features, and to create a uniform format and appearance.

**As amended by the Board of Supervisors on May 5, 2003**

**NOTES:** On May 5, 2003, the Board amended and readopted the description of Leehigh precinct to change the name of the polling place [facility] to “Fair Oaks Academy Gym.”

**As amended by the Board of Supervisors on March 27, 2006**

**NOTES:** On March 27, 2006, the Board amended and readopted the description of Leehigh precinct to update the polling place address to include the street number.

**As amended by the Board of Supervisors on March 26, 2007**

**NOTES:** On March 26, 2007, the Board moved the polling place for Fair Ridge precinct to the Centerpointe Church, and the precinct was renamed “Centerpointe.”

**As amended and readopted by the Board of Supervisors on September 10, 2007**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Centerpointe, Cherry Run, Clifton, Eagle View, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Irving, Monument, Newgate, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**NOTES:** On September 10, 2007, the Board divided Monument and Leehigh precincts to form Eagle View precinct in response to population growth in the area. Leehigh was renamed “Fair Oaks.”

**As amended and readopted by the Board of Supervisors on January 12, 2009**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Centerpointe, Cherry Run, Clifton, Eagle View, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Irving, Monument, Newgate North, Newgate South, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**NOTES:** On January 12, 2009, the Board divided Newgate precinct to form Newgate North and Newgate South precincts. The polling place for both precincts is the Centreville High School.

**As amended and readopted by the Board of Supervisors on April 26, 2011**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Centerpointe, Cherry Run, Clifton, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Hunt, Irving, Newgate North, Newgate South, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**REDISTRICTING NOTES:** On April 26, 2011, the Board adopted their redistricting plan that divided the Willow Springs precinct along Stringfellow Road. The portion of the precinct west of Stringfellow Road was moved into the Powell precinct in Sully District. The Board also moved Eagle View and Monument precincts from Springfield to Braddock District and moved Hunt precinct from Mount Vernon to Springfield District.

**As amended and readopted by the Board of Supervisors on July 26, 2011**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Cedar Lake, Centerpointe, Cherry Run, Clifton, Colchester, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Hunt, Hunt Valley, Irving, Newgate North, Newgate South, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**NOTES:** On July 26, 2011, the Board divided Popes Head precinct to create Colchester, divided Centerpointe precinct to create Cedar Lake, created Hunt Valley from portions of Pohick and Hunt, adjusted boundaries of Fair Oaks, Willow Springs, Fairfax Station, Woodyard, South Run, and Silverbrook, and moved the polling place for Clifton precinct.

**As amended and readopted by the Board of Supervisors on July 10, 2012**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Cedar Lake, Centerpointe, Cherry Run, Clifton, Colchester, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Hunt Valley, Irving, Newgate North, Newgate South, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Sydenstricker, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**NOTES:** On July 10, 2012, the Board moved the polling place for Cedar Lake precinct, moved the polling place for Hunt precinct, and renamed the precinct "Sydenstricker," and corrected the description of Burke precinct.

**As amended by the Board of Supervisors on December 8, 2015**

**NOTES:** On December 8, 2015, the Board moved the polling place for Fountainhead precinct to Christ Church.

**As amended by the Board of Supervisors on July 12, 2016**

**NOTES:** On July 12, 2016, the Board changed the name of the polling place of Fair Oaks precinct to the “Expectation Church Rec Center.”

**As amended and readopted by the Board of Supervisors on July 11, 2017**

**Section 7-2-11. Springfield District**

**The Springfield District shall consist of these election precincts: Burke, Cedar Lake, Centerpointe, Cherry Run, Clifton, Colchester, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Hunt Valley, Irving, Newgate, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Sydenstricker, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.**

**NOTES:** On July 11, 2017, the Board combined Newgate North and Newgate South precincts and renamed the precinct “Newgate.” The polling location will remain at Centreville High School. The Board also moved the polling place for Fair Oaks precinct to the Virginia Department of Transportation Building.

**As amended and readopted by the Board of Supervisors on December 4, 2018**

**NOTES:** On December 4, 2018, the Board moved the polling location for Centerpointe precinct to the Waterford at Fair Oaks. The Board also moved the polling location for Cedar Lake precinct to the Michael R. Frey Animal Shelter.

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**Springfield District**

**PRECINCT 802: CEDAR LAKE**

**CONGRESSIONAL DISTRICT: ELEVENTH**  
**VIRGINIA SENATORIAL DISTRICT: THIRTY-SEVENTH**  
**HOUSE OF DELEGATES DISTRICT: THIRTY-FIFTH**

**DESCRIPTION:**

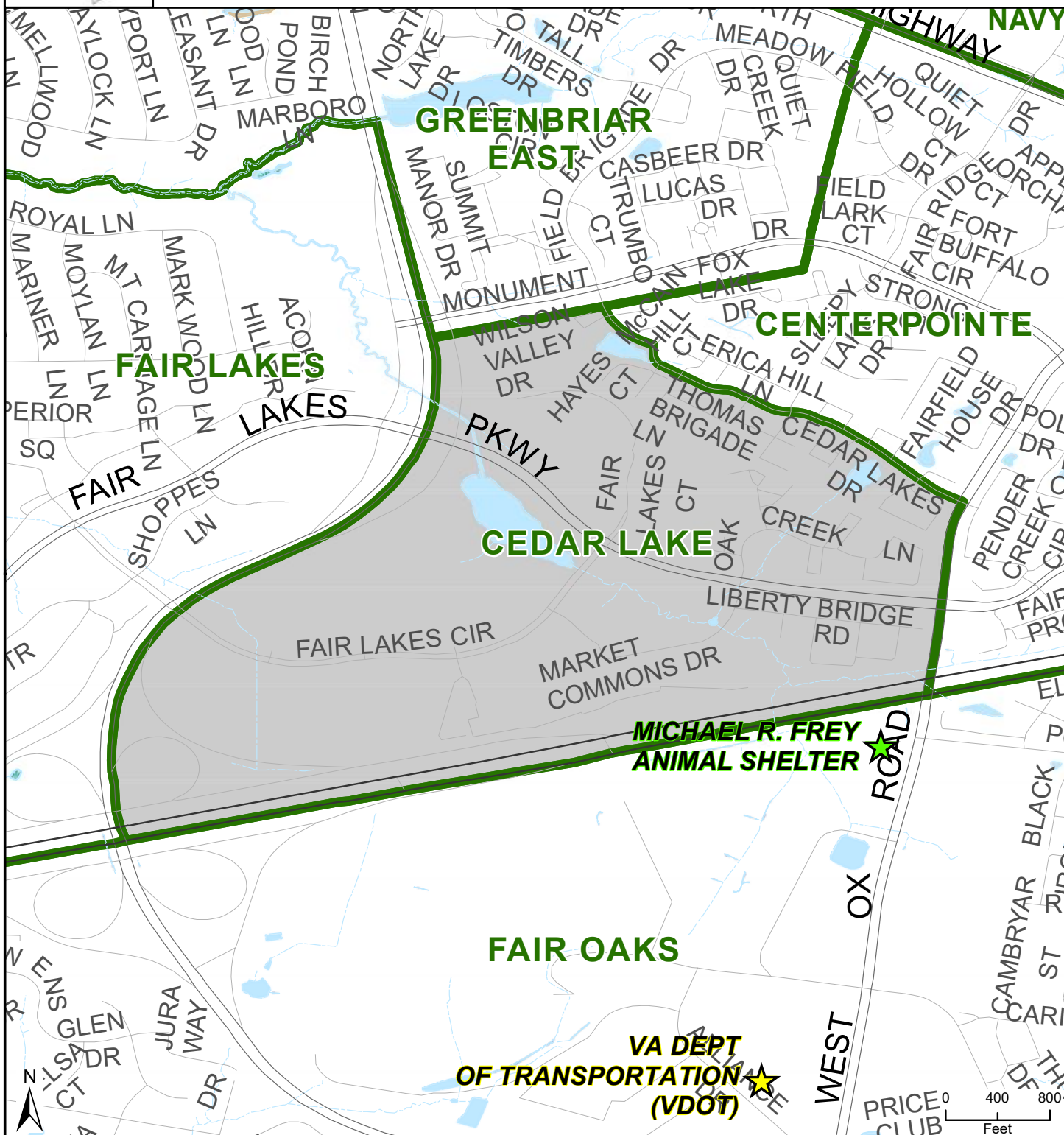
Beginning at the intersection of the Fairfax County Parkway (Route 286) and the Virginia Power Easement (adjacent to Monument Drive,) thence with the Virginia Power Easement in a northeasterly direction to its intersection with Fields Brigade Road, thence with Fields Brigade Road in a southeasterly direction to its intersection with Cedar Lakes Drive, thence with Cedar Lakes Drive in a south easterly direction to its intersection with West Ox Road, thence with West Ox Road in a southerly direction to its intersection with Interstate 66, thence with Interstate 66 in a southwesterly direction to its intersection with the Fairfax County Parkway (Route 286), thence with the Fairfax County Parkway in a generally northeasterly direction to its intersection with the Virginia Power Easement, point of beginning.

**POLLING PLACE:** ~~Virginia Department of Transportation (VDOT)~~  
Michael R. Frey Animal Shelter  
~~4975 Alliance Drive, 4500 West Ox Road, Fairfax~~

**MAP GRIDS:** 45-4, 46-3, 55-2, 56-1

**NOTES:** Established July 2011  
Polling place relocated – July 2012  
Polling place relocated – December 2018

Commonwealth of Virginia  
**County of Fairfax**  
 Springfield District



**Proposed Polling Place Change for: 802 CEDAR LAKE**

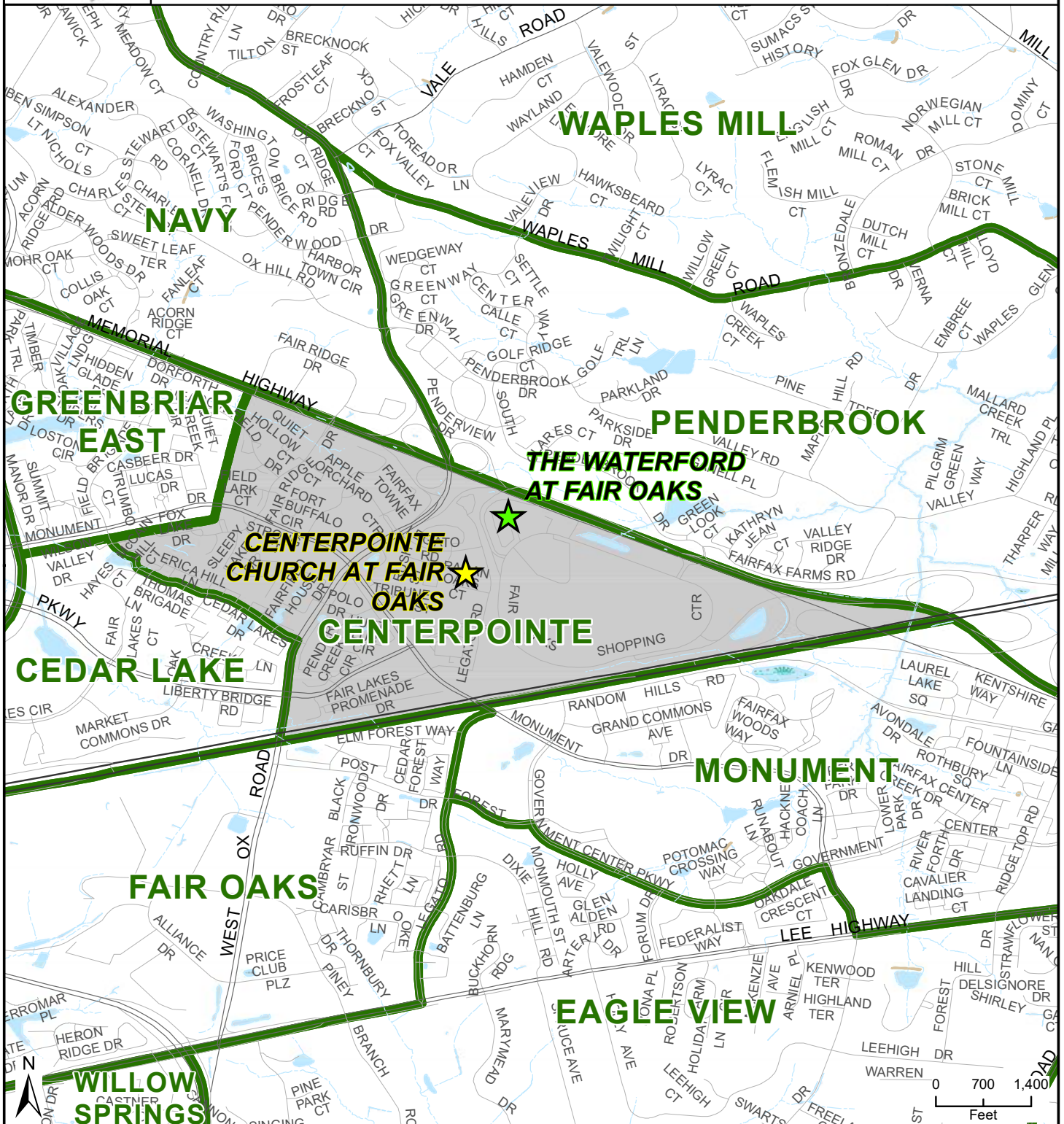
September 2018

- ★ **Current name & address:** VA Department of Transportation (VDOT), 4975 Alliance Dr.
- ★ **Proposed name & address:** Michael R. Frey Animal Shelter, 4500 West Ox Rd





Commonwealth of Virginia  
**County of Fairfax**  
 Springfield District



**Proposed Polling Place Change for: 844 CENTERPOINTE**

September 2018

★ **Current name & address:** Centerpointe Church at Fair Oaks, 4104 Legato Rd

★ **Proposed name & address:** The Waterford at Fair Oaks, 12025 Lee Jackson Memorial Hwy

**PROPOSED ORDINANCE TO AMEND AND READOPT FAIRFAX COUNTY CODE  
SECTION 7-2-13 AND RENAME THE RAVENWOOD PRECINCT POLLING  
LOCATION IN THE MASON DISTRICT, CHANGE THE STREET ADDRESS FOR THE  
BELVOIR PRECINCT POLLING LOCATION IN THE MOUNT VERNON DISTRICT,  
AND RELOCATE THE POLLING LOCATIONS FOR THE CENTERPOINTE AND  
CEDAR LAKE PRECINCTS IN THE SPRINGFIELD DISTRICT.**

**Draft of September 19, 2018**

AN ORDINANCE to amend and readopt Fairfax County Code Section 7-2-13 and rename the Ravenwood precinct polling location in the Mason District, change the street address for the Belvoir precinct polling location in the Mount Vernon District, and relocate the polling locations for the Centerpointe and Cedar Lake precincts in the Springfield District.

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

- 1. That Section 7-2-13 of the Fairfax County Code is amended and readopted:**

**Section 7-2-13. - General provisions.**

All references to election precincts shall refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, July 9, 2013, November 18, 2014, June 23, 2015, December 8, 2015, July 12, 2016, July 11, 2017, ~~and March 20, 2018, and December 4, 2018,~~ and kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature shall be the dividing line between that precinct and any adjoining precinct.

- 2. That the election polling place for the following existing precincts are established at:**

<u>Supervisor District</u>	<u>Precinct</u>	<u>Polling Place</u>
Mason District	Ravenwood (polling place renamed)	From: Stuart High School 3301 Peace Valley Lane Falls Church, VA 22044

46  
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48  
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51 Mount Vernon District Belvoir  
52 (street address change)  
53  
54  
55  
56  
57  
58  
59  
60  
61 Springfield District Cedar Lake  
62 (polling place relocated)  
63  
64  
65  
66  
67  
68  
69  
70  
71 Springfield District Centerpointe  
72 (polling place relocated)  
73  
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82 3. That this ordinance shall become effective upon adoption.  
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To:  
Justice High School  
3301 Peace Valley Lane  
Falls Church, VA 22044

From:  
Newington DVS Facility  
6900 Newington Road  
Lorton, VA 22079

To:  
Newington DVS Facility  
8201 Cinder Bed Road  
Lorton, VA 22079

From:  
Virginia Dep't of Transportation  
4975 Alliance Drive  
Fairfax, VA 22033

To:  
Michael R. Frey Animal Shelter  
4500 West Ox Road  
Fairfax, VA 22030

From:  
Centerpointe Church  
at Fair Oaks  
4104 Legato Road  
Fairfax, VA 22033

To:  
The Waterford at Fair Oaks  
12025 Lee Jackson Mem. Hwy.  
Fairfax, VA 22033

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- 4. That the Clerk for the Board of Supervisors shall send a certified copy of this ordinance, with maps and boundary descriptions, to the Fairfax County Electoral Board, the State Board of Elections, and the Division of Legislative Services, as required under Va. Code § 24.2-306(C).**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Catherine A. Chianese  
Clerk to the Board of Supervisors

ADMINISTRATIVE - 5

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the U.S. Department of Health and Human Services for Supplemental Funding Associated with the Early Head Start Program

ISSUE:

Board of Supervisors authorization is requested for the Department of Family Services to apply for and accept grant funding, if received, from the U.S. Department of Health and Human Services in the amount of \$66,166, including \$13,233 in Local Cash Match. The grantor has authorized the County to apply for supplemental funding that is available as a result of unexpended federal funds from a prior grant program year of the Early Head Start grant. Funding is being requested to provide coaching and mentoring for Early Head Start Family Child Care (FCC) partners to support curriculum implementation and fidelity. The non-federal funding requirement for this supplemental funding application is available in the Local Cash Match Reserve for unanticipated awards. The grant period is July 1, 2018 through June 30, 2019. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Department of Family Services to apply for and accept grant funding, if received, from the U.S. Department of Health and Human Services in the amount of \$66,166, including \$13,233 in Local Cash Match. Supplemental funding is being requested to provide coaching and mentoring for Early Head Start FCC partners to support curriculum implementation and fidelity. No new grant positions are being requested with this funding; however, grant funding currently supports 28/25.6 FTE grant positions. The County Executive also recommends that the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on October 30, 2018. The Department of Family Services submitted the grant application in accordance with Board policy for supplemental

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awards. However, the grantor has indicated that before funding is awarded, the Board of Supervisors must formally approve the application. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

Head Start and Early Head Start are national child and family development programs that provide quality early childhood education and comprehensive family support services to income eligible families with children birth to five years of age and expectant parents.

The Department of Family Services, Child Care Division was awarded a five-year federal Head Start/Early Head Start grant in June 2016, with four annually appropriated renewals. The grantor requires annual submission of a continuation application for each subsequent year of funding, and may authorize the use of unexpended funds in subsequent years of the same five year project period. Current grant funding enables the County to serve 678 children and their families in a comprehensive, seamless birth-to-five Head Start and Early Head Start program.

The grantor has authorized the County to submit an application to carryover unexpended funds from a prior grant program year of the Early Head Start grant to provide coaching and mentoring for FCC partners, which will support program quality and compliance with federal Head Start Program Performance Standards.

FISCAL IMPACT:

Grant funding in the amount of \$66,166, including \$13,233 in Local Cash Match, is being requested to provide coaching and mentoring for Early Head Start FCC partners to support curriculum implementation and fidelity. The non-federal funding requirement for this supplemental funding application is available in the Local Cash Match Reserve for unanticipated awards. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards. This grant does allow the recovery of indirect costs; however because this funding opportunity is highly competitive, the Department of Family Services has elected to omit inclusion of indirect costs to maximize the proposal's competitive position.

CREATION OF NEW POSITIONS:

No new grant positions are being requested with this funding; however, the Early Head Start Grant currently supports 28/25.6 FTE grant positions. The County has no obligation to continue funding the existing positions if grant funding ends.

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ENCLOSED DOCUMENTS:

Attachment 1: Head Start/Early Head Start Supplemental Funding Grant Application

STAFF:

Tisha Deeghan, Deputy County Executive

Nannette M. Bowler, Director, Department of Family Services

Anne-Marie D. Twohie, Director, Office for Children, Department of Family Services



Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision
* If Revision, select appropriate letter(s): <input type="text" value="Increase Award"/>		
* Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		4. Applicant Identifier: <input type="text" value="03CH010411"/>
5a. Federal Entity Identifier: <input type="text" value="N/A"/>		5b. Federal Award Identifier: <input type="text" value="03CH010411"/>
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="FAIRFAX COUNTY VIRGINIA"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="540787833"/>		* c. Organizational DUNS: <input type="text" value="074837626"/>
<b>d. Address:</b>		
* Street1: <input type="text" value="12011 Government Center Pkwy"/>		
Street2: <input type="text" value="Ste 903"/>		
* City: <input type="text" value="Fairfax"/>		
County/Parish: <input type="text" value="Fairfax County"/>		
* State: <input type="text" value="VA: Virginia"/>		
Province: <input type="text"/>		
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: <input type="text" value="22035-1100"/>		
<b>e. Organizational Unit:</b>		
Department Name: <input type="text" value="DEPARTMENT OF FAMILY SERVICES"/>		Division Name: <input type="text" value="OFC-HEADSTART&amp;EARLY HEADSTART"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	* First Name: <input type="text" value="JENNIFER"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="BRANCH"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="HEAD START DIVISION DIRECTOR"/>		
Organizational Affiliation: <input type="text" value="FAIRFAX COUNTY OFFICE FOR CHILDREN HEAD START PROGRAM"/>		
* Telephone Number: <input type="text" value="(703) 324-8087"/>		Fax Number: <input type="text" value="(703) 324-8200"/>
* Email: <input type="text" value="JENNIFER.BRANCH@FAIRFAXCOUNTY.GOV"/>		

<b>Application for Federal Assistance SF-424</b>
<p><b>* 9. Type of Applicant 1: Select Applicant Type:</b></p> <p>County Government</p> <p>Type of Applicant 2: Select Applicant Type:</p> <p></p> <p>Type of Applicant 3: Select Applicant Type:</p> <p></p> <p>* Other (specify):</p> <p></p>
<p><b>* 10. Name of Federal Agency:</b></p> <p>ACF-Head Start</p>
<p><b>11. Catalog of Federal Domestic Assistance Number:</b></p> <p>93.600</p> <p>CFDA Title:</p> <p>Head Start</p>
<p><b>* 12. Funding Opportunity Number:</b></p> <p>eGrants-N/A</p> <p>* Title:</p> <p>N/A</p>
<p><b>13. Competition Identification Number:</b></p> <p>Not Applicable</p> <p>Title:</p> <p>Not Applicable</p>
<p><b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b></p> <p>FAIRFAX COUNTY INCLUDING THE CITIES OF FALL</p>
<p><b>* 15. Descriptive Title of Applicant's Project:</b></p> <p>BIRTH TO FIVE HEAD START AND EARLY HEAD START</p>
<p>Attach supporting documents as specified in agency instructions.</p>

Application for Federal Assistance SF-424	
<b>16. Congressional Districts Of:</b>	
* a. Applicant <span style="border: 1px solid black; padding: 0 20px;">VA-008</span>	b. Program/Project <span style="border: 1px solid black; padding: 0 40px;">VA-008, VA-010, VA-011</span>
Attach an additional list of Program/Project Congressional Districts if needed. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<b>17. Proposed Project:</b>	
* a. Start Date: <span style="border: 1px solid black; padding: 0 20px;">07/01/2018</span>	* b. End Date: <span style="border: 1px solid black; padding: 0 20px;">06/30/2019</span>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<span style="border: 1px solid black; padding: 0 20px;">52,933</span>
* b. Applicant	<span style="border: 1px solid black; padding: 0 20px;">13,233</span>
* c. State	<span style="border: 1px solid black; padding: 0 20px;"></span>
* d. Local	<span style="border: 1px solid black; padding: 0 20px;"></span>
* e. Other	<span style="border: 1px solid black; padding: 0 20px;">0</span>
* f. Program Income	<span style="border: 1px solid black; padding: 0 20px;"></span>
* g. TOTAL	<span style="border: 1px solid black; padding: 0 20px;">66,166</span>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <span style="border: 1px solid black; padding: 0 20px;"></span> . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide explanation and attach <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b> <input type="checkbox"/> ** I AGREE <small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
<b>Authorized Representative:</b>	
Prefix: <span style="border: 1px solid black; padding: 0 20px;">Ms.</span>	* First Name: <span style="border: 1px solid black; padding: 0 20px;">Sharon</span>
Middle Name: <span style="border: 1px solid black; padding: 0 20px;">E</span>	
* Last Name: <span style="border: 1px solid black; padding: 0 20px;">Bulova</span>	
Suffix: <span style="border: 1px solid black; padding: 0 20px;"></span>	
* Title: <span style="border: 1px solid black; padding: 0 40px;">Chairman, Board of Supervisors</span>	
* Telephone Number: <span style="border: 1px solid black; padding: 0 20px;">(703) 324-2321</span>	Fax Number: <span style="border: 1px solid black; padding: 0 20px;"></span>
* Email: <span style="border: 1px solid black; padding: 0 40px;">SHARON.BULOVA@fairfaxcounty.gov</span>	
* Signature of Authorized Representative: <span style="border: 1px solid black; padding: 0 40px;">Sharon Bulova</span> * Date Signed: <span style="border: 1px solid black; padding: 0 20px;">9/18/18</span>	

ADMINISTRATIVE - 6

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance  
Amendment Re: Article 12, Signs, and Related Provisions

ISSUE:

The proposed Zoning Ordinance amendment includes a repeal and replacement of Article 12, Signs, to include changes that will, among others (1) rewrite existing provisions in a content-neutral manner, to include new provisions for the regulation of minor (temporary) signs and the prohibition of off-site signs; (2) reorganize all provisions in a more user-friendly format to include graphics and a new section of defined terms; (3) establish new regulations for electronic display signs; and (4) establish more uniform regulation of signs in all zoning districts. In addition, related sign provisions found throughout the Zoning Ordinance are also proposed for amendment accordingly.

RECOMMENDATION:

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

TIMING:

Board action is requested on October 30, 2018, to provide sufficient time to advertise the proposed Planning Commission public hearing on December 5, 2018, at 7:30 p.m., and the proposed Board public hearing on February 5, 2019, at 4:00 p.m.

BACKGROUND:

The proposed amendment is identified on the 2018 Priority 1 Zoning Ordinance Amendment Work Program as an initiative under the Zoning Ordinance Modernization (zMOD) Project, and was carried over as such from the 2017 Work Program. Prior to 2017 and zMOD, the amendment was identified as a Priority 1 project on the 2015 and 2016 Work Programs. While the second phase of amendments associated with zMOD will include a broader policy-oriented discussion and review of sign policies in 2020, the primary purpose of this amendment is to rewrite the existing provisions found in Article 12, Signs, of the Zoning Ordinance into content-neutral language in response to the United States Supreme Court's 2015 ruling in *Reed vs. Town of Gilbert*. In this case, the Court held that a municipality cannot place different limits on signs that convey a particular message, that such regulations or codes are content-based and unlikely to survive the judicial test of strict scrutiny.

Prior to *Reed*, many jurisdictions throughout the country, including Fairfax County, adopted local ordinances that regulate and/or classify certain sign types based, in whole

or in part, on the message conveyed – meaning that to determine whether a sign complies with some provision, one must make some finding based on the content or message contained on the sign. Therefore, the general scope of this amendment is very specific and seeks to address provisions that could be deemed content-based. Since this effort requires a full review and significant rewrite of the entire ordinance, staff has also taken the opportunity to streamline the text and make the regulatory document more user-friendly. To this end, every section has been rewritten in some fashion but staff's goal was to keep as much of the existing policies and regulations – types of permitted signs, sizes, etc. – intact. However, there are some concepts for which this approach was not possible due to lack of clarity in the existing provisions, such as those related to temporary signs, or lack of any regulatory framework at all prior to the *Reed* decision, such as the case for digital signs. The proposed Sign Ordinance amendment provides new text and options for these areas.

While there are many proposed changes to the existing sign ordinance, the key changes found in the proposed Sign Ordinance draft include:

1. A re-write of the existing provisions in a content neutral manner. Fairfax County's sign ordinance needs to be amended to respond to the *Reed* decision, as it contains ordinance provisions that regulate certain sign types based, in whole or in part, on the message of the sign. For example, Par. 13.B. of Section 12-203, includes provisions for signs within an office park and states, with emphasis added:

*“One (1) freestanding building identification sign may be permitted for each detached building which houses a principal use within an office park. Such sign(s) shall be limited to identifying the name of the building and/or the individual enterprises located therein, the address, trademark or identifying symbol or any combination thereof. No such sign shall exceed twenty (20) square feet in area or eight (8) feet in height or be located closer than ten (10) feet to any lot line.”*

The underscored text in the above provision is an example of a content-based regulation because the message of the sign is the basis for the regulation and, thus, it is recommended for deletion. Staff has reviewed each provision for similar language and has attempted to rewrite provisions with appropriate language while keeping the intent of their original meaning. This has proved challenging for certain sections of the existing ordinance, particularly Sections 12-103, Temporary Signs, and 12-104, Prohibited Signs. In these sections, many of the regulated sign types, such as political campaign signs and temporary signs for non-residential uses, are content-based. Therefore, these sections contain the most number of changes, as well as some of the more significant policy changes that are being recommended by staff.

Staff is proposing wholesale changes to temporary signs, which are referred to as “minor signs” in the proposed Ordinance, especially for non-residential land uses. All of the minor sign types are set forth in new Section 12-105. As proposed:

- Any non-residential land use, to include public uses that are currently exempt from sign regulations, will be allowed certain amounts of minor, aka temporary, signs, regardless of the specific land use or the zoning district in which it is located.
- For residential land uses, staff is proposing a new type of sign, a “yard sign,” which would afford homeowners the opportunity to display a limited number of small signs, such as campaign signs during election season or a yard sale sign.

In addition, while many of the sign types in this section are those customarily identified as being “temporary” by their intermittent and/or seasonal display, staff is not proposing display time limits for many of the minor sign types, especially minor signs for non-residential land uses and yard signs. As explained to the Board at previous Development Process Committee (DPC) meetings, it is staff’s intent to make any new regulations easy to enforce. In the case of minor signs, especially banners and promotional signs for businesses, the regulation of display duration, type of sign, size, height, etc. are interrelated. Staff’s position is that prescribing a display duration for some minor signs is difficult from an enforcement perspective and will require a permitting process to ensure compliance, which is a burden on both County resources and non-residential land uses. However, by forgoing a display duration, staff is proposing smaller signs and, in some cases, prohibitions on freestanding signs, which tend to have the most negative visual impact since they are typically displayed adjacent to a right-of-way.

Concerning prohibited signs, the current Ordinance allows off-site directional signs for some land uses but these provisions are all content-based, in that they require a specific message on the sign to ensure it is “directional” in nature. However, staff believes that the *Reed* decision simplifies the policy debate on this topic. If one cannot regulate content on signs, then the decision to allow any off-site signage is an all-or-nothing proposition. If off-site signs continue to be allowed, it would not be possible to stop a permit holder from allowing copy on the sign that may be unrelated to its intended use. For this reason, staff is proposing to eliminate all directional and off-site signs in the proposed draft Ordinance. Off-site signs are defined in the draft Ordinance and identified as a prohibited sign type in the new Section 12-106. However, accommodations have been made for allowing wayfinding and branding programs by the County, or by those organizations in partnership with the County. These displays are proposed

to be allowed in the Commercial Revitalization Districts and in those areas designated as activity centers in the adopted Comprehensive Plan.

2. A reorganization of all provisions in a more user-friendly format with a new section of defined terms and appropriate graphics.

As proposed, the draft Ordinance has been streamlined, much in the same fashion as is proposed for the entire Zoning Ordinance as part of the zMOD project. The provisions are organized in three separate parts: Part 1, General Provisions; Part 2, Sign Regulations by Use and District; and Part 3, Special Approvals and is significantly shorter (approximately 16 pages). In addition, a new definition section has been added, with all sign types and necessary technical terms now defined and located in the Article itself for convenience. Staff has also prepared a limited number of graphics to accompany the text, with the idea that more could be added as part of the future sign policy amendment to be completed as part of zMOD.

3. The establishment of electronic display signs, commonly referred to as “digital signs,” as a new type of sign with appropriate definition and use standards. The current Ordinance does not explicitly regulate electronic display signs and all current County policy has been done largely through Zoning Administrator interpretation. Given the rise of the technology, especially as a sign type preferred by religious and educational institutions that are typically located in residentially zoned areas, the idea of formally codifying a set of regulations has appeared on prior versions of the Zoning Ordinance Amendment Work Program. Staff believes now is the appropriate time to address digital sign copy given the nexus between the concepts of copy and content. As part of the draft Ordinance, staff is proposing:

- A new sign type, electronic display signs, as defined in new Section 12-102, that allows the display as part of a freestanding sign in all zoning districts. It is noted that the provisions allow the display as *part of* a permitted sign type – in this case, staff is proposing up to 50% of the permitted area of a permanent freestanding sign.
- Standards addressing the frequency of copy movement and the background contrast of the screen.

While staff is proposing a lower limit of 50% of the area of any freestanding sign, an alternative option has been included should the Board want to consider increasing the area. Most current installations typically incorporate the digital component at a much higher percentage of the overall freestanding sign – up to 100% of the sign face. However, accordingly, should the Board desire to allow the entire area of a freestanding sign to be digitized, staff recommends a lower

sign height and appropriate limits on brightness; these limits are found in the alternative option.

4. The establishment of more uniform regulation of signs in all zoning districts. In the current Ordinance, the sign provisions are generally organized depending on whether the principal land use is residential, commercial, or industrial and, further, whether a use requires special permit or special exception approval. As a result of the *Reed* decision, an Ordinance construct based on the uniformity of sign provisions among land uses is more appropriate – meaning that it is difficult to argue that one particular land use is entitled to specific amounts and types of signs, different from another, on the basis of that land use itself. While the use impacts of these land uses may differ, the impact of the accessory use of a sign for each land use is generally consistent. That being said, it is within the parameters of the *Reed* decision to regulate signs based on time, place, and manner and to establish a uniform policy and organize sign regulations based on their location, i.e., their zoning district. Therefore, it is appropriate and practical to regulate different types, amounts, sizes and heights of signs depending on zoning district, as the land use impact of a sign located in a residential district, which may be in close proximity or adjacent to residential uses, is different than a sign in a commercial or industrial district.

To achieve uniformity among provisions, staff is proposing a number of significant changes in the draft Ordinance:

- To eliminate problematic distinctions, staff has organized the majority of sign provisions, especially those relating to permanent sign types, into two sections: Section 12-202, Signs in a Residential District, and Section 12-204, Signs in Commercial and Industrial Districts.
- These sections prescribe a set amount of signage for a select number of land uses, with non-residential land uses generally being allotted the same types and amounts of signage, regardless of the particular land use.
- Staff is also proposing that public uses be subject to these regulations as well, since there is no justification to treat a public use, such as a school, any differently than a similar private land use.

In addition to provisions contained in the new Article 12 as discussed above, there are also several corresponding changes to other Articles and provisions of the Zoning Ordinance. While some of these changes are to address content neutrality, the majority are to update section or provision references or to eliminate redundancies since many of the references to signs found in other Articles are restatements of provisions contained in Article 12.

In developing this proposed amendment, staff has met individually with Board members and conducted extensive outreach to various stakeholder groups for the past year,



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October 30, 2018

including citizen groups, area business groups, Board-appointed committees, the zMOD citizen and land use attorney committees, and affected County agencies. The proposed amendment was discussed before the Board's Development Process Committee (DPC) on October 3, 2017, December 12, 2017, and on March 13, 2018. On September 10, 2018, staff circulated draft text for the Board's consideration and discussed all changes based on the comments received from stakeholders and the Board since the March 13, 2018 DPC meeting. Staff will continue its outreach effort throughout the public process and will continue to inform the Board of relevant feedback.

The full text of the proposed amendment is enclosed as Attachment 2. The Staff Comment will be published after authorization of the amendment and prior to the Planning Commission public hearing.

REGULATORY IMPACT:

The proposed Zoning Ordinance amendment will establish a new Article 12, Signs, which sets forth provisions for the regulation of signs in Fairfax County. While the majority of existing provisions will be carried forward, rewritten, and placed into the revised format, new regulations are proposed in the addition of new sign types and the deletion of others, revised provisions for minor (temporary) signs, new regulations for digital signs and the uniformity of sign regulations dependent upon zoning district. In addition, once the new Ordinance has been adopted, staff intends to streamline the permitting process to coincide with the effective date of the new regulations.

FISCAL IMPACT:

None. The new Sign Ordinance will utilize the existing fee structure for sign applications.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution  
Attachment 2 – Staff Report (Text Only)

STAFF:

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

ASSIGNED COUNSEL:

T. David Stoner, Deputy County Attorney, Office of the County Attorney (OCA)  
Cherie Halyard, Assistant County Attorney, OCA

**RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, held in the Board Auditorium of the Government Center Building, Fairfax, Virginia, on October 30, 2018, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, it is appropriate to regulate signs placed on private property for viewing by the public, in order to improve, promote and protect the public health, safety, convenience and general welfare; and

WHEREAS, the current Zoning Ordinance was adopted on June 12, 1978, and includes Article 12, Signs; and

WHEREAS, the existing provisions in Article 12 have been amended in part since their adoption but never in their entirety; and

WHEREAS, it is necessary to ensure that Article 12 comports with the 2015 holding by the United States Supreme Court in the case of *Reed vs. the Town of Gilbert*, which found that a municipality's regulation of signs differently based on the message conveyed is content-based and unlikely to survive the judicial test of strict scrutiny; and

WHEREAS, it is necessary to amend Article 12, Signs, in its entirety to ensure content neutrality, clarify outstanding issues regarding its interpretation, and ensure its compliance with Federal and State statutes and regulations; and

WHEREAS, it is necessary to make appropriate changes to certain other existing provisions of the Zoning Ordinance to accommodate proposed revisions to Article 12, and

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

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report and the Administrative Item, the Board of Supervisors authorizes the advertisement of public hearings during which the Planning Commission and the Board will consider the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

## PROPOSED AMENDMENT

*This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of October 30, 2018, and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.*

Repeal Article 12, Signs, in its entirety, and replace with a new Article 12, Signs, to read as follows and to include all graphics as shown, which have not been underscored and may be subject to rearrangement and resizing for editorial purposes:

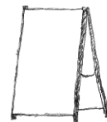
**ARTICLE 12****SIGNS****PART 1      12-100      GENERAL PROVISIONS****12-101      Purpose and Intent**

The purpose of this Article is to regulate all signs placed for viewing by the public, in order to improve, promote and protect the public health, safety, convenience and general welfare; promote traffic safety; ensure that the First Amendment right to free speech is protected; protect property values; protect and enhance the aesthetic character of the various communities in the County; facilitate travel by identifying locations; protect against danger in travel and transportation by reducing distractions and hazards to pedestrian and automobile traffic; and, further the stated purpose and intent of this Ordinance.

**12-102      Definitions**

For purposes of this Article, signs and their characteristics are defined as follows:

A-FRAME SIGN: A minor freestanding sign constructed to form a two-faced sign with supports that are connected at the top and separated at the base, forming an "A" shape.

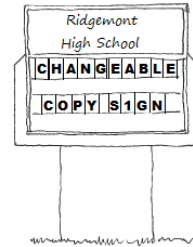


BUILDING MOUNTED SIGN: Any sign attached to and supported by a building, awning, canopy, marquee or similar architectural feature, or permanently attached, etched or painted



1 onto a window or door. For purposes of this Article, temporary window signs as  
2 defined herein are not building mounted signs.

3 CHANGEABLE COPY SIGN: A sign designed to accommodate  
4 manual changes in messages.



5 ELECTRONIC DISPLAY SIGN: Any sign that contains light  
6 emitting diodes (LEDs), fiber optics, light bulbs, plasma display  
7 screens or other illumination methods, which are electronically  
8 controlled and that contain a fixed or changeable copy and/or a  
9 change to the intensity of light or colors displayed.

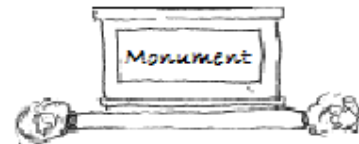
10 FLAG: A single piece of cloth or similar material, shaped like a pennant, rectangle or  
11 square, attachable by one straight edge to a pole or attached at the top of a pole and  
12 draped. For purposes of this Ordinance, a minor sign is not a flag.

13 FREESTANDING SIGN: Any sign other than a building mounted  
14 sign, that is permanently supported by a fence, retaining wall, entrance  
15 feature or by upright structural members or braces on or in the ground,  
16 such as a pole, pylon, or monument style structure.



17 MINOR SIGN: Any sign that is (1) designed to be easily moved, (2)  
18 typically not permanently attached to a structure or the ground, and (3)  
19 is not illuminated. Such signs include, but are not limited to, A-frame  
20 signs, banners, posters, window signs, yard signs or other moveable signs. For purposes  
21 of this Article, flags and vehicle signs are not minor signs.

22 MONUMENT SIGN: A freestanding sign, typically no  
23 more than 8 feet in height, that is supported primarily  
24 by an internal structural framework or that is integrated  
25 into landscaping or solid structural features other than  
26 support poles.



27 MOVING OR WINDBLOWN SIGN: Any sign of which all or any part is in motion by  
28 natural or artificial means (including fluttering, rotating, undulating, swinging,  
29 oscillating) or by movement of the atmosphere. For purposes of this Ordinance, a flag  
30 is not a moving or windblown sign.

31 OFF-PREMISE SIGN: A sign that directs attention to a product, service, attraction,  
32 event, or the like that is being offered at a location that is not the premises on which the  
33 sign is located.

34 ROOF SIGN: Any sign or portion thereof affixed to a building that extends above the  
35 lowest point of the roof level of the building, including signs painted onto a roof  
36 structure, or that is located on a chimney or other similar rooftop. For purposes of this  
37 Article, a roof sign does not include a sign attached to the penthouse of a building.

SIGN: Any device or structure, or part thereof, designed and used to attract attention to an institution, organization, business, product, service, event, or location by any means involving words, letters, figures, designs, symbols, fixtures, logos, colors, illumination, or projected images, which is (1) used to direct attention to identify a permitted land use, and (2) is visible from any street.

SIGN FACE: The part of a sign which is or can be used for visual representation or communication, including any background or surrounding material, panel, trim or ornamentation, color, and illumination that differentiates the sign from the building, structure, backdrop surface, or object upon or against which the sign is placed. The term does not include any portion of the support structure for the sign if no representation or message is placed or displayed on, or designed as part of, the support structure.

TENANT: An individual, entity, partnership, or corporation renting, leasing or owning non-residential space.

VEHICLE SIGN: Any sign that is painted, mounted, adhered, magnetically attached or otherwise permanently affixed to or incorporated into a vehicle or trailer, except for any signs not exceeding a total of 8 square feet for the entire vehicle or trailer and bumper stickers.



WINDOW SIGN: A minor sign that is (1) attached to the glass area of a window or placed behind the glass of a window, and (2) easily read from outside the building.

YARD SIGN: A minor sign associated with a residential use, which is attached to a structure or placed upon or supported by the ground independently of any other structure.

## **12-103 Applicability**

1. The regulations of this Article apply to all signs in Fairfax County and are in addition to any applicable provisions of Chapter 61 of the County Code (Buildings), and Title 33.2, Chapter 7, of the Virginia Code. Unless otherwise stated in this Article, these regulations do not apply to property owned by, or those signs required or sponsored by Fairfax County; the Commonwealth of Virginia, or any political subdivision of the Commonwealth; or, the United States.
2. These regulations do not regulate or restrict signs by content. However, some signs, such as off-premise signs and warning signs, have a targeted function that makes their regulation impossible without referring to the function. In these limited instances, the governmental interest is compelling enough to warrant their description and regulation, and whenever a sign is described in a manner that refers

1 to function, this Article is intended to be neutral with respect to the content of the  
2 speech appearing on it.

3 3. All signs are deemed to be accessory uses as defined in Article 20 and must be  
4 associated with a principal use and located on the same lot as its principal use.

5 4. Nothing in this Article excuses any person from compliance with all other  
6 applicable regulations, statutes or ordinances.

7 5. This Article does not apply to any sign placed in a public right-of-way and does not  
8 authorize or prohibit placement of any sign there.

9 **12-104 Administrative Provisions**

10 1. Except where otherwise noted in this Article, no sign may be constructed, erected,  
11 altered, refaced, relocated, or expanded without a sign permit.

12 2. The application for a sign permit must be filed with the Zoning Administrator on a  
13 County form, must include all pertinent information required by the Zoning  
14 Administrator to ensure compliance with this Ordinance, and must be accompanied  
15 by the filing fee set forth in Section 18-106.

16 3. All signs must comply with this Article, the structural requirements specified in the  
17 Virginia Uniform Statewide Building Code, Chapter 61 of the County Code, and,  
18 the performance standards specified in Article 14 of this Ordinance.

19 4. A sign permit expires if the sign is not erected and all necessary final inspection(s)  
20 are not approved within 12 months from the date of issuance.

21 5. The following are not a sign or are actions that do not require a sign permit:

22 A. The changing of the message on an allowed sign that is specifically designed  
23 for the use of replaceable copy, to include changeable copy signs and  
24 electronic display signs in accordance with Sections 12-203 and 12-205  
25 below.

26 B. Painting, cleaning and other routine maintenance and repair of a sign or sign  
27 structure.

28 C. Flags, no more than 3 per lot.

29 D. The display of address numbers as required by the County Code, and entrance  
30 numbers not exceeding a total of 2 square feet in area. When displayed on a  
31 residential building, any numbering must be mounted flush against the  
32 building.

33 E. Temporary, seasonal decorations.

- 1                   6. The following do not require a sign permit and are not counted toward maximum  
2                   allowed sign area:
- 3                   A. Signs not exceeding a total of 4 square feet in area warning the public against  
4                   hunting, fishing, swimming, trespassing, dangerous animals, the location of  
5                   utilities or other similar risks.
- 6                   B. Signs located on the outer surfaces of a temporary portable storage container.
- 7                   C. Vehicle signs, when the vehicle is (1) operable and (2) is parked at its  
8                   associated place of business within a duly designated parking space.
- 9                   D. Lettering and/or numbers permanently attached to or painted on the façade  
10                  of a building of any school, college, or university; such displays are limited  
11                  to no more than 10% of the area of the façade on which they are placed and  
12                  cannot be illuminated. (To be advertised up to 25% of the area of the façade  
13                  on which they are placed).
- 14                  E. Signs, erected by a public agency or appropriate organization in partnership  
15                  with the Board, located within or in proximity to the Commercial  
16                  Revitalization District boundaries or activity centers as shown on the adopted  
17                  comprehensive plan. Such signs are subject to approval by the Board and all  
18                  applicable outdoor advertising provisions of the Code of Virginia.
- 19
- 20                  7. All signs and their components must be maintained in good repair and in safe  
21                  condition.
- 22                  8. The Building Official or designated agent may require or cause the immediate  
23                  removal or repair, without written notice, of any sign determined to be unsafe or  
24                  that otherwise poses an immediate threat to the safety of the public. If action by the  
25                  County is necessary to render a sign safe, the cost of removal or repair will be at the  
26                  expense of the property owner or lessee as provided in Chapter 61 of the County  
27                  Code.
- 28                  9. Except as provided in Sections 12-105 and 12-107 below, if a property becomes  
29                  vacant and is unoccupied for a continuous period of 2 years, any sign on that  
30                  property is deemed abandoned and must be removed. If the owner fails to remove  
31                  the sign, the Zoning Administrator may give the owner 15 days written notice to  
32                  remove it, after which the Zoning Administrator may initiate action to gain  
33                  compliance.

34       **12-105       Minor Signs**

35       The following minor signs are allowed but cannot be illuminated, and, unless otherwise  
36       stated, do not require a sign permit:  
37

1. Signs posted by or under the direction of any public or court officer in the performance of official duties, or by trustees under deeds of trust, deeds of assignment or other similar instruments. These signs must be removed no later than 10 days after the last day of the period for which they are displayed.
2. Signs that are displayed on a lot or property that is actively marketed for sale, rent or lease, as follows:
  - A. A single building mounted or freestanding sign is allowed, except that 2 signs are permitted on a corner lot when each sign faces a different street frontage. Such sign(s) must be removed within 7 days of the settlement, rental or lease of the property.
  - B. Sign(s) located on a property developed with, or planned for development of, a single family detached or attached dwelling unit, cannot exceed 6 square feet in area and a height of 6 feet.
  - C. Sign(s) located on a property developed with, or planned for development of, a multiple family dwelling unit cannot exceed 12 square feet in area and a height of 8 feet.
  - D. Sign(s) located on a property developed with, or planned for development of, any non-residential use, or on a residential property containing a minimum of 20 acres, cannot exceed 32 square feet in area and a height of 8 feet
3. Signs during active construction or alterations to residential, commercial, and industrial buildings are permitted, as follows:
  - A. For a new residential, commercial or industrial development, one sign per lot, not to exceed 60 square feet in area and a height of 10 feet. For lots containing multiple road frontages, one additional sign per street frontage is allowed, limited to 32 square feet in area and a height of 8 feet. No sign may be located closer than 5 feet to any lot line.

All signs must be removed within 14 days following completion of the construction of the development, as determined by the Zoning Administration, and no sign may be displayed for more than 2 years from the date of the issuance of the first building permit for the development. If construction has not been completed within this timeframe and building permits are active for the development, a sign permit is required to allow the continued display of any sign.
  - B. For an individual single family dwelling unit undergoing construction, improvement or renovation, one sign, not to exceed 4 square feet in area or a height of 4 feet is allowed.

No sign can be displayed before commencement of the improvement or



1                    renovation work, and the sign must be removed within 7 days after the  
2                    improvement or renovation is completed with all necessary inspections  
3                    approved, or within 6 months, whichever is less.

4                    4. Yard signs on any lot developed with a residential use cannot exceed 12 square feet  
5                    in total area, with no single sign exceeding 4 square feet in area and a height of 4  
6                    feet. ***(To be advertised up to 16 square feet in total area).***

7  
8                    5. For non-residential uses, including public uses as defined in Article 20, minor signs  
9                    are permitted as follows:

10                    A. For non-residential uses located on a lot with frontage on a major thoroughfare,  
11                    minor signs are allowed, not to exceed 40 square feet in total sign area per lot,  
12                    with no single sign exceeding 24 square feet in area. As part of this total area, a  
13                    single freestanding sign is allowed, with a maximum height of 4 feet. ***(To be***  
14                    ***advertised up to 50 square feet in total sign area, with no limit on the number***  
15                    ***of freestanding signs, and a maximum freestanding sign height of 6 feet).***

16  
17                    B. For all other non-residential uses, building mounted minor signs are allowed,  
18                    not to exceed 24 square feet in total area per lot. ***(To be advertised up to 32***  
19                    ***square feet in total sign area and to limit the maximum size of a single sign***  
20                    ***to 24 square feet; and to include the option of a single or unlimited***  
21                    ***freestanding signs with a maximum height of 4 feet).***

22  
23                    For purposes of this provision, building mounted signs may include signs attached  
24                    to a fence, wall, existing freestanding sign or other similar accessory structure.

25  
26                    6. Window signs for any non-residential use are allowed if the total of all signs at a  
27                    given establishment does not cover more than 30 percent of the total area of the  
28                    window in which the signs are located.

29  
30                    7. For non-residential uses, including public uses as defined in Article 20, a single A-  
31                    frame sign not to exceed 16 square feet in area and a height of 4 feet, is allowed.  
32                    The sign must be located within 25 feet of a building or designated site entrance  
33                    that provides access to the use, and cannot impede pedestrian or vehicular traffic.

34                    **12-106**                    **Prohibited Signs**

35                    The following signs are prohibited in all zoning districts and areas of the County.

36                    1.    General Prohibitions:

37                    A.    Any sign not expressly permitted in this Article.

38                    B.    Any sign that violates any provision of any county, state or federal law or  
39                    regulation.

1 C. Any sign that violates any provision of Chapter 61 of the County Code and  
2 the Virginia Uniform Statewide Building Code.

3 2. Prohibitions Based on Materials or Design:

4 A. Any sign that does not meet the performance standards for outdoor lighting  
5 set forth in Part 9 of Article 14.

6 B. A moving or windblown sign, but not a changeable copy or electronic display  
7 sign, the hands of a clock, or a weather vane.

8 C. Any sign displaying flashing or intermittent lights, or lights of changing  
9 degrees of intensity of color, or that is not in accordance with Sections 12-  
10 203 and 12-205 below.

11 3. Prohibitions Based on Location:

12 A. Any off-premise sign, to include a sign located on a lot where no principal  
13 use exists or any sign that projects beyond a property line, except for a sign  
14 located on a lot being offered for sale, rent or lease, or on which buildings are  
15 being constructed, as provided for in Sect. 12-105 above.

16 B. Roof signs, except for signs located on a penthouse or screening wall, as  
17 provided for in Sect 12-205 below.

18 C. Any sign that obstructs a window, door, fire escape, stairway, ladder, opening  
19 or access intended for light, air, ingress to, or egress from, a building.

20 D. Any sign located on a corner lot that is in violation of Sect. 2-505.

21 E. Any sign that is found to be in violation of the Virginia Uniform Statewide  
22 Building Code with respect to minimum clearance.

23 F. Any sign which, due to its location, size, shape and/or color, may obstruct,  
24 impair, interfere with the view of, or be confused with, any traffic control  
25 sign, signal or device erected by a public authority or where it may interfere  
26 with, mislead or confuse traffic. These signs are subject to immediate  
27 removal and disposal by an authorized County official as a nuisance.

28 **12-107 Nonconforming Signs**

- 29 1. Signs lawfully existing on the effective date of this Ordinance or prior ordinances,  
30 which do not conform to this Ordinance, and signs which are accessory to a  
31 nonconforming use, are deemed to be nonconforming signs and may remain except  
32 as qualified below. Except as provided for in a Commercial Revitalization District,  
33 such signs cannot be enlarged, extended or structurally reconstructed or modified in

1 any manner; except a sign face may be changed if the new face is equal to or  
2 reduced in height and/or sign area from the existing sign.

3 2. The property owner bears the burden of establishing the nonconforming status of a  
4 sign and of the existing physical characteristics and location of a sign. Upon notice  
5 from the Zoning Administrator, a property owner must submit verification that a  
6 sign was lawfully existing at the time of erection. Failure to provide verification is  
7 cause to remove the sign or bring it into compliance with this Article.

8 3. Nothing in this Section prevents keeping a nonconforming sign that is in good  
9 repair; however, no nonconforming sign may be repaired, rebuilt, or restored if the  
10 Building Official has declared it unsafe, as provided for in Sect. 12-104 above  
11 unless the activity results in a sign that conforms to this Article.

12 4. Nonconforming signs may not be moved on the same lot, or to any other lot, unless  
13 the change in location will make the sign conform to this Article.

14 5. When a nonconforming sign is removed, any sign erected later must conform to  
15 this Article, except as provided for in a Commercial Revitalization District.

16 6. A nonconforming sign that is destroyed or damaged by any casualty to an extent of  
17 50 percent or less of its appraised value, may be restored within 2 years after the  
18 destruction or damage, but may not be enlarged in any manner. If a sign is  
19 destroyed or damaged to an extent more than 50 percent of its appraised value, it  
20 cannot be reconstructed unless it conforms to this Article.

21 7. A nonconforming sign that is changed to or replaced by a conforming sign will no  
22 longer be deemed nonconforming, and any new sign must conform to this Article.

23 8. A nonconforming sign must be removed if the structure to which it is accessory is  
24 demolished or destroyed by more than 50 percent of its appraised value. A  
25 nonconforming sign subject to removal under this paragraph must be removed  
26 within 30 days following written notice by the Zoning Administrator to the owner  
27 of the property. If the owner fails to comply with this notice the Zoning  
28 Administrator may initiate action to gain compliance with this Article.

29 9. If a nonconforming sign is located on property that becomes vacant and is  
30 unoccupied for a period of at least 2 years, the sign is deemed abandoned and the  
31 owner of the property must remove it. If the owner fails to do so, the Zoning  
32 Administrator may give the owner 30 days' written notice to remove it, except as  
33 otherwise provided in Sect. 12-104 above. If the owner fails to comply with the  
34 notice, the Zoning Administrator may enter onto the property and remove the sign.  
35 Such removal may be accomplished with the assistance of any agent designated by  
36 the Zoning Administrator or hired by the County for such purpose, and, the Zoning  
37 Administrator may charge the cost of removal to the property owner. In addition,  
38 the Zoning Administrator may initiate legal action in court for an injunction or

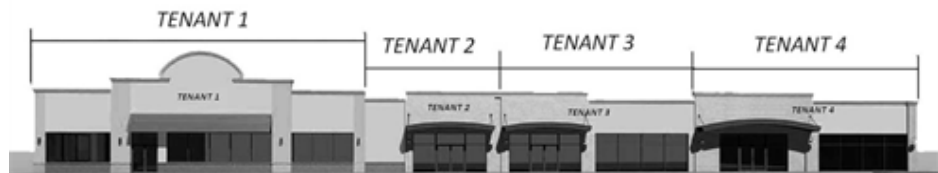
1            other appropriate remedy requiring the owner to remove an abandoned  
2            nonconforming sign.

- 3            10. The ownership of the sign or the property on which the sign is located does not  
4            affect the nonconforming status of the sign.

5    **PART 2      12-200      SIGN REGULATIONS BY USE AND DISTRICT**

6    **12-201      Calculation of Sign Area**

- 7            1. When building frontage is used to calculate allowable sign area, the following  
8            applies:
- 9                    A. Building frontage is the linear width of the wall taken at a height no  
10                   greater than 10 feet above grade.
- 11
- 12                   B. On buildings with a single tenant or with multiple tenants that access the  
13                   building via a common outside entrance(s), building frontage is the face or  
14                   wall that is architecturally designed as the front of the building and that  
15                   contains the main public entrance, as determined by the Zoning  
16                   Administrator.
- 17
- 18                   C. On buildings with more than a single tenant where each tenant has its own  
19                   outside entrance(s), building frontage for each tenant is the wall that  
20                   contains that tenant's main public entrance, as determined by the Zoning  
21                   Administrator.



- 22
- 23            2. When calculating any allowable building mounted sign area, the following applies:
- 24                    A. Building mounted  
25                    sign area is that area  
26                    within a single  
27                    continuous rectilinear  
28                    perimeter of not more  
29                    than 8 straight lines  
30                    intersecting at right  
31                    angles, which encloses the outer limits of all words, representations, symbols  
32                    and/or pictorial elements, together with all material, color and/or lighting



1 forming an integral part of the display or used to differentiate the sign from  
2 the background against which it is placed.

3 B. The area of building mounted signs composed of individual letters and/or  
4 symbols is calculated by one of the following methods:

5 (1) If the space between the proposed individual letters or symbols is less in  
6 dimension than the width of the largest letter or symbol, sign area is  
7 calculated in accordance with Par. 2A above.

8 (2) If the space between the proposed individual letters or symbols is greater  
9 than the width of the largest letter or symbol, sign area is calculated as the  
10 total combined area of rectangular enclosures surrounding each individual  
11 letter or symbol.

12 3. The following provisions apply to any freestanding signs:

13 A. The supports, uprights or structure on which any freestanding sign is  
14 supported are not included in calculating sign area unless they form an  
15 integral background of the display, as determined by the Zoning  
16 Administrator; however, when a sign is placed on a fence, wall, or other  
17 similar structure that is designed to serve a separate purpose other than to  
18 support the sign, the area of such structure is not included in the sign area. In  
19 such cases, the sign area is calculated in accordance with Par. 2A above.

20 B. The area of a freestanding sign designed with more than one sign face is  
21 calculated as follows:

22 (1) If the sign faces are separated by an interior  
23 angle of 45 degrees or more, all sign faces are  
24 calculated in the sign area.



25 (2) If the sign faces are separated by an interior  
26 angle that is less than 45 degrees, sign area is  
27 calculated based on the area of the largest single face.

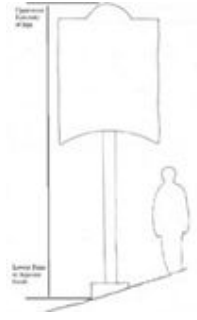
28 (3) If the sign faces are parallel to one another, the following applies:

29 (a) The area of the largest single face is used when  
30 the interior distance between the faces is 18  
31 inches or less.

32 (b) The area of the largest single face and the area of  
33 the side or interval between faces is used when the  
34 interior distance between the faces is greater than  
35 18 inches.



C. The height of a freestanding sign is calculated as the maximum vertical distance from the uppermost extremity of a sign and/or its support, to the lowest point of the adjacent grade.



**12-202 Signs in Residential Districts**

The following signs are allowed with approval of a sign permit, as accessory to residential or non-residential land uses in a residential district, to include public uses as defined in Article 20:

1. In a single family residential subdivision or a multiple family development, a freestanding sign is allowed at each major entrance, not to exceed 30 square feet in area and 8 feet in height. More than one sign may be placed at each major entrance but the total of all signs at a single entrance cannot exceed 30 square feet in area.

2. A rental office for a multiple family development is allowed one building mounted or freestanding sign not to exceed 4 square feet in area and a height of 4 feet.

3. Agricultural uses on a lot at least 20 acres in size are allowed a total of 60 square feet of sign area. No single sign can exceed 30 square feet in area and a height of 8 feet.

4. Hospitals, as follows:

A. A single building mounted sign for each building entrance, not to exceed 50 square feet in area.

B. A single freestanding sign at each entrance, not to exceed 80 square feet in area and 12 feet in height.

5. All other non-residential uses, including public uses as defined in Article 20, are allowed building mounted and freestanding signs in accordance with the following:

A. Building mounted signs cannot exceed 50 square feet in total area.

**OPTION 1:**

B. A single freestanding sign not to exceed 40 square feet in area and 8 feet in height. (To be advertised up to 20 feet in height).

**OPTION 2:**

B. Freestanding signs as follows:

1                   (1) For properties on a lot containing less than 5 acres, a single  
2                   freestanding sign, not to exceed 16 square feet in area and 4 feet in  
3                   height. (To be advertised up to 20 feet in height).

4                   (2) For properties on a lot containing a minimum of 5 acres but less than 20  
5                   acres, a single freestanding sign, not to exceed 32 square feet in area  
6                   and 6 feet in height. (To be advertised up to 20 feet in height).

7                   (3) For properties on a lot containing more than 20 acres, a single  
8                   freestanding sign, not to exceed 40 square feet in area and 8 feet in  
9                   height. (To be advertised up to 20 feet in height).

10                  However, the BZA, in approving a special permit, or the Board, in approving a  
11                  rezoning or special exception, may further limit any sign for any land use in furtherance  
12                  of those provisions set forth in Sections 8-007 and 9-007 of the Ordinance.

13    **12-203       Performance Standards for Signs in Residential Districts**

- 14                  1. Building mounted signs must be installed flush against the wall and cannot extend  
15                  above or beyond the perimeter of the wall or roof of the building to which they are  
16                  attached.
- 17                  2. Freestanding signs cannot be located closer than 5 feet to any property line.

18                  **OPTION 1:**

- 19                  3. Changeable copy and electronic display signs are allowed as part of any  
20                  freestanding sign, in accordance with the following:
- 21                       A. Only one changeable copy or electronic display sign is allowed per lot. The  
22                       area of the changeable copy or electronic display cannot exceed more than 50  
23                       percent of the maximum allowable area of that freestanding sign.
- 24                       B. The message or copy of an electronic display sign cannot move and/or change  
25                       more frequently than once every 8 seconds. The change of message or copy  
26                       must be instantaneous without rolling, fading, or otherwise giving the  
27                       illusion of movement, nor flash or vary in brightness.
- 28                       C. The background of the sign face of an electronic display sign cannot be white,  
29                       off-white or yellow in color.

30                  **OPTION 2:**

- 31                  3. Changeable copy and electronic display signs are allowed in accordance with the  
32                  following:  
33

- A. As part of a monument sign, with a maximum height of 6 feet. (To be advertised up to 8 feet in height).
  - B. The message or copy of an electronic display sign cannot move and/or change more frequently than once every 8 seconds. The change of message or copy must be instantaneous without rolling, fading, or otherwise giving the illusion of movement, nor flash or vary in brightness.
  - C. The background of the sign face of an electronic display sign cannot be white, off-white or yellow in color.
  - D. Electronic display signs must include a photo cell to control brightness and automatically dim at sunset to a nighttime level of 40-100 nits.
4. Illumination of signs must conform to the performance standards for outdoor lighting as set forth in Part 9 of Article 14.

#### **12-204 Signs in Commercial and Industrial Districts**

The following signs are allowed with approval of a sign permit, as accessory to land uses, including public uses as defined in Article 20, that are located in a commercial district, including the commercial area of a P district and/or commercial uses located in a mixed-use building or development; or in an industrial district:

1. Building mounted signs are allowed as follows:

- A. For buildings with a single tenant or with multiple tenants that access the building by one or more common outside entrances, signs are limited to 1½ square feet of sign area for the first 100 linear feet of building frontage, plus one square foot of sign area for each additional linear foot of building frontage. However, no single sign may exceed 200 square feet in area.
- B. For buildings with more than a single tenant where each tenant has its own outside entrance(s), signs cannot exceed 1½ square feet of sign area for each linear foot of building frontage occupied by each tenant, except as provided for in Sect. 12-301 below. The maximum sign area for any single tenant cannot exceed 200 square feet.

However, a single tenant, (1) having building frontage that results in an allowable sign area greater than 200 square feet and (2) occupying an area with more than one perimeter wall containing a main public entrance, may place up to a maximum of 200 square feet of total sign area on each such perimeter wall, although the combined sign area on any such wall cannot exceed 1 ½ times the length of the wall.



- 1 C. In addition to sign area allowed in accordance with Par. A or B above,  
2 hospitals are allowed a single building mounted sign for each building  
3 entrance. No such sign can exceed 50 square feet in area.
- 4 2. Freestanding signs are allowed as follows, unless further limited by Par. 3 below:
- 5 A. In a commercial district, a use may have one freestanding sign up to 80  
6 square feet in area and 20 feet in height. However, the use (1) must be  
7 located on a lot that has frontage on a primary highway or on a major  
8 thoroughfare and, (2) cannot be located on the same lot as a shopping center.
- 9 B. In an industrial district, a single freestanding sign not to exceed 80 square feet  
10 in area and 20 feet in height may be erected for each building that has  
11 frontage on a major thoroughfare. However, if one tenant occupies a group of  
12 separate buildings with frontage on a major thoroughfare, that tenant is  
13 allowed only one freestanding sign.
- 14 C. A hospital is allowed one freestanding sign at each entrance, and no such sign  
15 may exceed 80 square feet in area and 12 feet in height.
- 16 D. Shopping centers are allowed one freestanding sign, not to exceed 80 square  
17 feet in area and 20 feet in height. If a shopping center has frontage on 2 or  
18 more major thoroughfares, however, it may have a second freestanding sign  
19 (for a total of 2 freestanding signs).
- 20 E. For office and industrial parks:
- 21 (1) One freestanding sign is allowed at each major entrance to the office or  
22 industrial park, not to exceed 40 square feet in area and a height of 20  
23 feet.
- 24 (2) One freestanding sign is allowed for each detached building that houses a  
25 principal use within an office or industrial park, not to exceed 30 square  
26 feet and a height of 8 feet.
- 27 3. The following regulations only apply to uses located on commercially and  
28 industrially zoned land located within a Sign Control Overlay District; where  
29 applicable, they are in addition to and supersede, Par. 2 above:
- 30 A. A single tenant or building on a lot may have one freestanding sign if, (1) the  
31 lot has frontage on a primary highway or major thoroughfare and, (2) the  
32 single tenant or building is not located within or on the same lot as a  
33 shopping center. The sign cannot exceed 40 square feet in area and a height  
34 of 20 feet.
- 35 B. A shopping center is allowed one freestanding sign not to exceed 40 square  
36 feet in area and a height of 20 feet.

**Performance Standards for Signs in Commercial and Industrial Districts**

1. Building mounted signs may be located anywhere on the surface of a wall but no part of the sign may extend above or beyond the perimeter of a wall, except when the sign is (1) erected at a right angle to the wall, (2) does not extend into the minimum required yard and, (3) is not located closer than 2 feet to any street line.
2. A building mounted sign may be located on the wall of a penthouse or rooftop screening wall, as follows:
  - A. The sign must be mounted flat against the wall, and no part of the sign can extend above or beyond the perimeter of the wall.
  - B. The sign cannot be located more than 12 feet above the building roof supporting the penthouse or screening wall.
3. Freestanding signs may not project beyond any property line or be located within 5 feet of the curb of a service drive, travel lane or adjoining street. When located on a corner lot, a freestanding sign is subject to Sect. 2-505 of this Ordinance.

**OPTION 1:**

4. Changeable copy and electronic display signs are only allowed as part of any freestanding sign, in accordance with the following:
  - A. Only one changeable copy or electronic display sign is permitted per lot. The area of the changeable copy or electronic display cannot exceed more than 50 percent of the maximum allowable area of that freestanding sign.
  - B. The message or copy of an electronic display sign cannot move and/or change more frequently than once every 8 seconds. The change of message or copy must be instantaneous, without rolling, fading, or otherwise giving the illusion of movement, nor flash or vary in brightness.
  - C. The background of the sign face of an electronic display sign cannot be white, off-white or yellow in color.

**OPTION 2:**

4. Changeable copy and electronic display signs are allowed as part of any freestanding sign, in accordance with the following:
  - A. As part of a monument sign, with a maximum height of 6 feet. (To be advertised up to 8 feet in height).

1                   B. The message or copy of an electronic display sign cannot move and/or  
2                   change more frequently than once every 8 seconds. The change of message or  
3                   copy must be instantaneous, without rolling, fading, or otherwise giving the  
4                   illusion of movement, nor flash or vary in brightness.

5  
6                   C. The background of the sign face of an electronic display sign cannot be  
7                   white, off-white or yellow in color.

8  
9                   D. Electronic display signs must include a photo cell to control brightness and  
10                  automatically dim at sunset to a nighttime level of 40-100 nits.

11  
12               5. Illumination of signs must conform to the performance standards for outdoor  
13               lighting as set forth in Part 9 of Article 14.

14  
15    **12-206**       **Other Permitted Signs**

16               1. The following signs are only allowed in a commercial or industrial district, or the  
17               commercial area of a P district, in addition to those sign types and amounts allowed  
18               in Sect. 12-204 above:

19  
20               A. Service stations or service station/mini-marts are permitted one additional  
21               square foot of sign area to be displayed on each gasoline pump.

22  
23               B. Motor vehicle fuel price signs required by Article 4 of Chapter 10 of The Code.

24  
25               2. Accessory service uses permitted pursuant to Sect. 10-200 of this Ordinance are  
26               allowed a single building mounted sign not to exceed 15 square feet in area. These  
27               signs will be calculated as part of the total allowable building mounted sign area for  
28               the building.

29  
30    **Part 3**       **12-300**       **SPECIAL APPROVALS**

31    **12-301**       **Administrative Comprehensive Sign Plan**

32               As an alternative to calculating building frontage in accordance with Par. 1B of Sect.  
33               12-201 above, the Zoning Administrator may authorize a different allotment of sign  
34               area to the various tenants of a building or buildings by approval of an administrative  
35               comprehensive sign plan, as follows:

36               1. A request for an administrative comprehensive sign plan must include written  
37               authorization from the owner of the building(s), or an authorized agent,  
38               accompanying graphics showing the proposed size, height and location of all signs,  
39               and the required filing fee as set forth in Section 18-106.  
40

- 1 2. The total area for all signs cannot exceed the maximum allowable sign area for the  
2 building as determined in accordance with Par. 1B of Sect. 12-201 above. The  
3 maximum sign area for any single tenant cannot exceed 200 square feet.

4 However, a single tenant, (1) having building frontage that results in an allowable  
5 sign area greater than 200 square feet and (2) the tenant occupies an area with more  
6 than one perimeter wall containing a main public entrance, may place up to a  
7 maximum of 200 square feet of total sign area on each such perimeter wall,  
8 although the combined sign area on any such wall cannot exceed 1 ½ times the  
9 length of the wall.

10 **12-302 Special Permits**

- 11 1. The BZA may grant a special permit to increase the height of a freestanding sign in  
12 a neighborhood or community shopping center when it determines that the  
13 application of this Article would cause a hardship due to issues of topography.  
14 However, such freestanding sign cannot extend to a height greater than 26 feet  
15 above the elevation of the center line of the nearest street.
- 16
- 17 2. The BZA may grant a special permit to allow additional sign area and/or height, or  
18 a different arrangement of sign area distribution for a regional shopping center  
19 when it determines that the application of this Article would cause a hardship due  
20 to issues of topography or location of the regional shopping center. However, the  
21 total combined sign area for the regional shopping center cannot exceed 125  
22 percent of the sign area otherwise allowed by the provisions of this Article.
- 23
- 24 3. In cases where an individual or grouping of enterprises within a shopping center are  
25 located so that the building frontage is not visible from a street, the BZA may grant  
26 a special permit to allow building mounted sign(s) for such enterprises to be  
27 erected at the entrances, arcades or interior malls. However, the total combined  
28 sign area for the shopping center cannot exceed 125 percent of the sign area  
29 otherwise permitted.
- 30

31 **12-303 Special Exceptions**

- 32 1. In conjunction with the approval of a special exception for a hospital, the Board  
33 may approve additional signs for the use in accordance with Sect. 9-308.
- 34
- 35 2. In commercial and industrial districts, the Board may approve, either in conjunction  
36 with the approval of a rezoning or as a Category 6 special exception, a modification  
37 or waiver of the sign regulations in accordance with Sect. 9-620.
- 38

39 **12-304 Uses in P Districts**

40 The provisions set forth in the preceding Sections apply to signs accessory to uses in P  
41 districts. However, in keeping with the intent to allow flexibility in the design of

planned developments, the following is applicable to signs in P districts:

1. Signs may be permitted in a P district in accordance with a comprehensive sign plan subject to approval by the Planning Commission following a public hearing conducted in accordance with Sect. 18-109. The comprehensive sign plan will show the location, size, height and extent of all proposed signs within the specified area of the P district.
2. An application for a comprehensive sign plan may be submitted by any property owner, owner of an easement, lessee, contract purchaser or their agent. The application must be accompanied by a statement setting forth the names of the record owners of the properties upon which such signs are proposed to be located, and a fee as set forth in Sect. 18-106.
3. Any comprehensive sign plan must be in accordance with the standards for all planned developments as set forth in Part 1 of Article 16. All proposed signs must be in scale and harmonious with the development and so located and sized to ensure convenience to users of the development, while not adding to street clutter or otherwise detracting from architectural and urban design elements of the development.

**Amend Article 4, Commercial District Regulations, as follows:**

- **Amend Part 1, C-1 Low-Rise Office Transitional District, Section 4-105, Use Limitations; and Part 2, C-2 Limited Office District, Section 4-205, Use Limitations; by revising Par. 5 and deleting Par. 5G, in both sections, to read as follows:**

5. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

- **Amend Part 3, C-3 Office District, Section 4-305, Use Limitations; and Part 4, C-4 High Intensity Office District, Section 4-405, Use Limitations; by revising Par. 5, deleting Par. 5G and revising Paragraphs 6 and 6C, in both sections, to read as follows:**

5. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10)~~

square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.

6. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its associated vehicle, sale, rental and ancillary service establishment.

- **Amend Part 5, Neighborhood Retail Commercial District, Section 4-505, Use Limitations, by revising Par. 9, deleting Par. 9G, and revising Par. 10 to read as follows:**

9. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

10. Drive-through pharmacies ~~shall be~~ are permitted by right (a) when located on a lot ~~which~~ that is not abutting or ~~not~~ across a local or collector street from residentially zoned land, which land is either developed with dwellings or vacant; (b) when the lot is designed to minimize the potential for turning movement conflicts and to facilitate safe and efficient on-site circulation and parking; and (c) when there are adequate parking and stacking spaces for the use which are provided and located in such a manner as to facilitate safe and convenient vehicle and pedestrian access to all uses on the lot. Drive-through pharmacies which do not meet these limitations may be allowed by special exception in accordance with the provisions of Article 9.

~~In addition, signs shall be required to be posted in the vicinity of the stacking area stating the limitations on the use of the window service and/or drive through lane. Such signs shall not exceed two (2) square feet in area or be located closer than five (5) feet to any lot line.~~

- **Amend Part 6, C-6 Community Retail Commercial District, Section 4-605, Use Limitations, by revising Par. 8; deleting Par. 8G; and revising Paragraphs 9, 11, and 11C, to read as follows:**

8. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

- 1 9. Drive-through pharmacies ~~shall be~~ are permitted by right (a) when located on a lot ~~which that~~  
2 is not abutting or ~~not~~ across a local or collector street from residentially zoned land, which  
3 land is either developed with dwellings or vacant; (b) when the lot is designed to minimize  
4 the potential for turning movement conflicts and to facilitate safe and efficient on-site  
5 circulation and parking; and (c) when there are adequate parking and stacking spaces for the  
6 use which are provided and located in such a manner as to facilitate safe and convenient  
7 vehicle and pedestrian access to all uses on the lot. Drive-through pharmacies which do not  
8 meet these limitations may be allowed by special exception in accordance with the provisions  
9 of Article 9.

10  
11 ~~In addition, signs shall be required to be posted in the vicinity of the stacking area stating~~  
12 ~~the limitations on the use of the window service and/or drive through lane. Such signs shall~~  
13 ~~not exceed two (2) square feet in area or be located closer than five (5) feet to any lot line.~~  
14

- 15 11. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

16  
17 C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its  
18 associated vehicle, sale, rental and ancillary service establishment.  
19

- 20 - **Amend Part 7, Regional Retail Commercial District, Section 4-705, Use Limitations, by**  
21 **revising Par. 9; deleting Par. 9G; and revising Paragraphs 10, 12 and 12C, to read as**  
22 **follows:**  
23

- 24 9. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance  
25 with the following:  
26

27 G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No~~  
28 ~~such sign shall exceed thirty two (32) square feet in area or be less than ten (10)~~  
29 ~~square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet~~  
30 ~~to any street line.~~  
31

- 32 10. Drive-through pharmacies ~~shall be~~ are permitted by right (a) when located on a lot ~~which that~~  
33 is not abutting or ~~not~~ across a local or collector street from residentially zoned land, which  
34 land is either developed with dwellings or vacant; (b) when the lot is designed to minimize  
35 the potential for turning movement conflicts and to facilitate safe and efficient on-site  
36 circulation and parking; and (c) when there are adequate parking and stacking spaces for the  
37 use which are provided and located in such a manner as to facilitate safe and convenient  
38 vehicle and pedestrian access to all uses on the lot. Drive-through pharmacies which do not  
39 meet these limitations may be allowed by special exception in accordance with the provisions  
40 of Article 9.  
41

42 ~~In addition, signs shall be required to be posted in the vicinity of the stacking area stating~~  
43 ~~the limitations on the use of the window service and/or drive through lane. Such signs shall~~  
44 ~~not exceed two (2) square feet in area or be located closer than five (5) feet to any lot line.~~  
45

12. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

- C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its associated vehicle, sale, rental and ancillary service establishment.

**- Amend Part 8, Highway Commercial District, Section 4-805, Use Limitations, by revising Par. 11; deleting Par. 11G; and revising Paragraphs 12, 14, and 14C, to read as follows:**

11. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

- ~~G. There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

12. Drive-through pharmacies ~~shall be~~ are permitted by right (a) when located on a lot ~~which~~ that is not abutting or ~~not~~ across a local or collector street from residentially zoned land, which land is either developed with dwellings or vacant; (b) when the lot is designed to minimize the potential for turning movement conflicts and to facilitate safe and efficient on-site circulation and parking; and (c) when there are adequate parking and stacking spaces for the use which are provided and located in such a manner as to facilitate safe and convenient vehicle and pedestrian access to all uses on the lot. Drive-through pharmacies which do not meet these limitations may be allowed by special exception in accordance with the provisions of Article 9.

~~In addition, signs shall be required to be posted in the vicinity of the stacking area stating the limitations on the use of the window service and/or drive through lane. Such signs shall not exceed two (2) square feet in area or be located closer than five (5) feet to any lot line.~~

14. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

- C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its associated vehicle, sale, rental and ancillary service establishment.

**Amend Article 5, Industrial District Regulations, as follows:**

**- Amend Part 1, I-1 Light Industrial Research District, Section 5-105, Use Limitations, by revising Par. 6 and deleting Par. 6G, to read as follows:**

6. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

- ~~G. There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10)~~



square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.

- **Amend Part 2, I-2 Industrial Research District, Section 5-205, Use Limitations, by revising Par. 5 and deleting Par. 5G, to read as follows:**

- 5. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

- **Amend Part 3, I-3 Light Intensity Industrial District, Section 5-305, Use Limitations, by revising Par. 5, deleting Par. 5G, and revising Paragraphs 7 and 7C, to read as follows:**

- 5. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

- 7. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its associated vehicle, sale, rental and ancillary service establishment.

- **Amend Part 4, I-4 Medium Intensity Industrial District, Section 5-405, Use Limitations, by revising Par. 6, deleting Par. 6G, and revising Paragraphs 8 and 8C, to read as follows:**

- 6. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance with the following:

G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No such sign shall exceed thirty two (32) square feet in area or be less than ten (10) square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet to any street line.~~

- 8. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its associated vehicle, sale, rental and ancillary service establishment.

- 1 - **Amend Part 5, I-5 General Industrial District, Section 5-505, Use Limitations, by revising**  
2 **Par. 8 and deleting Par. 8G to read as follows:**

- 3  
4 8. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance  
5 with the following:

6  
7 G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No~~  
8 ~~such sign shall exceed thirty two (32) square feet in area or be less than ten (10)~~  
9 ~~square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet~~  
10 ~~to any street line.~~

- 11  
12 - **Amend Part 6, I-6 Heavy Industrial District, Section 5-605, Use Limitations, by revising**  
13 **Par. 7 and deleting Par. 7G to read as follows:**

- 14  
15 7. Quasi-public athletic fields and related facilities ~~shall be~~ are permitted by right in accordance  
16 with the following:

17  
18 G. ~~There shall be a sign which identifies the athletic field as an interim use of the site. No~~  
19 ~~such sign shall exceed thirty two (32) square feet in area or be less than ten (10)~~  
20 ~~square feet in area, exceed eight (8) feet in height or be located closer than five (5) feet~~  
21 ~~to any street line.~~

22  
23 **Amend Article 6, Planned Development District Regulations, as follows:**

- 24  
25 - **Amend Part 1, PDH Planned Development Housing District, Section 6-106, Use**  
26 **Limitations, by revising Par. 11 to read as follows:**

- 27  
28 11. Drive-through pharmacies ~~shall be~~ are permitted only on a lot which is designed to minimize  
29 the potential for turning movement conflicts and to facilitate safe and efficient on-site  
30 circulation and parking. Adequate parking and stacking spaces for the use ~~shall~~ are to be  
31 provided and located in such a manner as to facilitate safe and convenient vehicle and  
32 pedestrian access to all uses on the lot. ~~In addition, signs shall be required to be posted in the~~  
33 ~~vicinity of the stacking area stating the limitations on the use of the window service and/or~~  
34 ~~drive-through lane. Such signs shall not exceed two (2) square feet in area or be located~~  
35 ~~closer than five (5) feet to any lot line.~~

- 36  
37 - **Amend Part 2, PDC Planned Development Commercial District, Section 6-206, Use**  
38 **Limitations, by revising Paragraphs 11, 13 and 13C to read as follows:**  
39

1 11. Drive-through pharmacies ~~shall be~~ are permitted only on a lot which is designed to minimize  
2 the potential for turning movement conflicts and to facilitate safe and efficient on-site  
3 circulation and parking. Adequate parking and stacking spaces for the use ~~shall~~ are to be  
4 provided and located in such a manner as to facilitate safe and convenient vehicle and  
5 pedestrian access to all uses on the lot. ~~In addition, signs shall be required to be posted in the~~  
6 ~~vicinity of the stacking area stating the limitations on the use of the window service and/or~~  
7 ~~drive through lane. Such signs shall not exceed two (2) square feet in area or be located~~  
8 ~~closer than five (5) feet to any lot line.~~

9  
10 13. New vehicle storage ~~shall be~~ is permitted by right in accordance with the following:

11  
12 C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its  
13 associated vehicle, sale, rental and ancillary service establishment.

14  
15 - **Amend Part 3, PRC Planned Residential Community District, Section 6-305, Use**  
16 **Limitations, by revising Par. 12 to read as follows:**

17  
18 12. Drive-through pharmacies ~~shall be~~ are permitted only on a lot which is designed to minimize  
19 the potential for turning movement conflicts and to facilitate safe and efficient on-site  
20 circulation and parking. Adequate parking and stacking spaces for the use ~~shall~~ are to be  
21 provided and located in such a manner as to facilitate safe and convenient vehicle and  
22 pedestrian access to all uses on the lot. ~~In addition, signs shall be required to be posted in the~~  
23 ~~vicinity of the stacking area stating the limitations on the use of the window service and/or~~  
24 ~~drive through lane. Such signs shall not exceed two (2) square feet in area or be located~~  
25 ~~closer than five (5) feet to any lot line.~~

26  
27 - **Amend Part 5, Planned Tysons Corner Urban District, Section 6-505, Use Limitations, by**  
28 **revising Paragraphs 15 & 15C to read as follows:**

29  
30 15. New vehicle storage ~~shall only be~~ is permitted when located within a parking structure as a  
31 temporary use and only in accordance with the following:

32  
33 C. ~~There shall be no~~ No signs identifying are allowed for the use and/or the or its  
34 associated vehicle, sale, rental and ancillary service establishment.

35  
36 **Amend Article 7, Overlay and Commercial Revitalization District Regulations, as follows:**

37  
38 - **Amend Part 5, Sign Control Overlay District, Section 7-508, Use Limitations, by revising**  
39 **the provision to read as follows:**

40  
41 As specified in the underlying zoning district(s), and as qualified for signs by the provisions  
42 of Par. 3 of Sect. 12-204.

1 **Amend Article 8, Special Permits, as follows:**

2  
3 - **Amend Part 0, General Provisions, Section 8-004, Status of Special Permit Uses, by revising**  
4 **Par. 4J to read as follows:**

- 5  
6 4. Minor modifications to special permits are allowed when the Zoning Administrator  
7 determines that they substantially conform to the approved special permit and do not  
8 materially alter the character of the development. In making this determination, the Zoning  
9 Administrator may consider factors such as topography, engineering and design.

10  
11 Minor modifications may not:

- 12  
13 J. Expand the area or type of signage approved, although changes to color and typeface  
14 may be considered ~~provided they do not change the character of the approved sign;~~

15  
16 - **Amend Part 8, Group 8 Temporary Uses, Section 8-810, Standards and Time Limits for**  
17 **Temporary Farmers' Markets, by deleting Par. 7, as follows:**

- 18  
19 ~~7. One (1) temporary sign may be permitted in accordance with the provisions of Sect. 12-103.~~

20  
21 - **Amend Part 8, Group 8 Temporary Uses, Section 8-812, Standards and Time Limits for**  
22 **Temporary Portable Storage Containers, by deleting Par. 6, as follows:**

- 23  
24 ~~6. Signage on portable storage containers shall be in accordance with Par. 2S of Sect. 12-103.~~

25  
26 - **Amend Part 8, Group 8 Temporary Uses, Section 8-909, Additional Standards for Open-**  
27 **Air Produce Stands, by deleting Par. 6, as follows:**

- 28  
29 ~~6. One (1) sign may be permitted in accordance with the provisions of Sect. 12-103.~~

30  
31 **Amend Article 9, Special Exceptions, as follows:**

32  
33 - **Amend Part 0, General Provisions, Section 9-004, Status of Special Exception Uses, by**  
34 **revising Par. 4J to read as follows:**

- 35  
36 4. Minor modifications to special exceptions are allowed when the Zoning Administrator  
37 determines that they substantially conform to the approved special exception and do not  
38 materially alter the character of the development. In making this determination, the Zoning  
39 Administrator may consider factors such as topography, engineering and design.

40  
41 Minor modifications may not:

- 42  
43 J. Expand the area or type of signage approved, although changes to color and typeface  
44 may be considered ~~provided they do not change the character of the approved sign;~~

1 - **Amend Part 1, Category 1 Light Public Utility Uses, Section 9-105, Additional Standards**  
2 **for Mobile and Land Based Telecommunication Facilities, by revising Par. 2 to read as**  
3 **follows:**

- 4  
5 2. Except for a flag mounted on a flagpole as permitted under the provisions of ~~Par. 2 of Sect.~~  
6 ~~12-203~~ Article 12, no ~~commercial advertising or signs shall be~~ are allowed on any monopole,  
7 tower, antenna, antenna support structure, or related equipment cabinet or structure.  
8

9 - **Amend Part 3, Category 3 Quasi-Public Uses, Section 9-308, Additional Standards for**  
10 **Medical Care Facilities, by revising Par. 7 to read as follows:**

- 11  
12 7. For hospitals, the Board of Supervisors may approve additional on-site signs when it is  
13 determined, based on the size and nature of the hospital, that additional signs are necessary in  
14 order to ~~provide needed information to~~ better serve the public and that such signs will not  
15 have an adverse impact on adjacent properties. All proposed signs ~~shall be~~ are subject to the  
16 maximum area and height limitations for hospital signs set forth in Article 12. All requests  
17 ~~shall~~ must show the location, size, height and number of all existing and proposed signs, as  
18 ~~well as the information to be displayed on the signs.~~  
19

20 - **Amend Part 3, Category 3 Quasi-Public Uses, Section 9-311, Additional Standards for**  
21 **Alternate Use of Public Facilities, by revising Par. 4 to read as follows:**

- 22  
23 4. Signs as may be permitted in accordance with the provisions of ~~Par. 2M of Sect. 12-208~~ Sect.  
24 12-202 ~~shall be~~ are limited to one building-mounted and one freestanding sign for all  
25 alternate uses in a given public facility.  
26

27 - **Amend Part 5, Category 5 Commercial and Industrial Uses of Special Impact, Section 9-**  
28 **505, Additional Standards for Automobile-Oriented Uses, Car Washes, Drive-In Financial**  
29 **Institutions, Drive-Through Pharmacies, Quick-Service Food Stores, Restaurants,**  
30 **Restaurants with Drive-Through, Carryout Restaurants, Service Stations, and Service**  
31 **Stations/Mini-Marts, by deleting Par. 1E, as follows:**

- 32  
33 1. In all districts where permitted by special exception:

34  
35 ~~E. — For a drive through pharmacy, signs shall be required to be posted in the vicinity of~~  
36 ~~the stacking area stating the limitations on the use of the window service and/or~~  
37 ~~drive through lane. Such signs shall not exceed two (2) square feet in area or be~~  
38 ~~located closer than five (5) feet to any lot line.~~  
39

40 - **Amend Part 6, Category 6 Miscellaneous Provisions Requiring Board of Supervisors'**  
41 **Approval, Section 9-620, Waiver of Certain Sign Regulations, by revising Par. 1 to read as**  
42 **follows:**

- 43  
44 1. Such waiver may be for an increase in sign area, increase in sign height or different location  
45 of a sign, not otherwise provided by ~~Sect. 12-304~~ Sect. 12-302. Such waiver ~~shall~~ may not

1 allow the erection of a freestanding sign or off-site sign; not otherwise permitted by this  
2 Ordinance, or the establishment of any sign prohibited by the provisions of ~~Sect. 12-104~~  
3 Article 12.

4  
5 **Amend Article 10, Accessory Uses, Accessory Service Uses and Home Occupations, as follows:**

- 6  
7 - **Amend Part 1, Accessory Uses and Structures, Section 10-102, Permitted Accessory Uses,**  
8 **by revising Paragraphs 27 and 27H; revising Par. 28 and deleting Par. 28E; and deleting**  
9 **Par. 30G, to read as follows:**

10  
11 27. Temporary family health care structures ~~shall be~~ are permitted on lots zoned for and  
12 developed with single family detached dwellings, subject to the approval of the Zoning  
13 Administrator by issuance of a permit and compliance with the following provisions:

14  
15 H. No signs ~~promoting or advertising the structure shall be permitted on the structure or~~  
16 ~~on the lot~~ are allowed for a temporary family health care structure.

17  
18 28. Temporary portable storage containers ~~shall be~~ are allowed in any yard on lots containing a  
19 dwelling, subject to all of the following:

20  
21 E. ~~Signage on temporary portable storage containers shall be in accordance with Par. 2S~~  
22 ~~of Sect. 12-103.~~

23  
24 30. Wayside stands, but subject to the following limitations:

25  
26 G. ~~Notwithstanding the provisions of Article 12, a wayside stand may have one (1)~~  
27 ~~building-mounted sign, mounted flush against the stand, which does not exceed ten~~  
28 ~~(10) square feet in area.~~

29  
30 **Amend Article 14, Performance Standards, as follows:**

- 31  
32 - **Amend Part 9, Outdoor Lighting Standards, Section 14-902, Applicability and General**  
33 **Provisions, by revising Paragraphs 2 and 2D, to read as follows:**

34  
35 2. Except as provided in Sections 904 and 905 below, all outdoor lighting fixtures ~~shall~~ must  
36 comply with the following:

37  
38 D. Internally illuminated signs, ~~except those which bear a state or federal registered~~  
39 ~~trademark, shall~~ must have an opaque background and translucent text and symbols,  
40 or ~~shall~~ have a translucent background that is not white, off-white or yellow in color.  
41 ~~In addition, internally illuminated signs must comply with the provisions of Article~~  
42 ~~12.~~

43 All illuminated signage located on the sides of a canopy ~~shall~~ must be  
44 internally illuminated or backlit.  
45

1 **Amend Article 16, Development Plans, as follows:**

2  
3 - **Amend Part 2, Procedures for Review and Approval of a PRC District, Section 16-203,**  
4 **PRC Plan Approval, by revising Par. 8J, to read as follows:**

- 5  
6 8. Minor modifications to an approved rezoning and development plan may be permitted in a  
7 PRC plan when it is determined by the Zoning Administrator that they substantially conform  
8 to the approved rezoning and development plan and do not materially alter the character of  
9 the development. In making this determination, the Zoning Administrator may consider  
10 factors such as topography, engineering, and design.

11  
12 Minor modifications may not:

- 13  
14 J. Expand the area or type of signage approved, although changes to color and typeface  
15 may be considered ~~provided they do not change the character of the approved sign;~~

16  
17 - **Amend Part 4, Procedures for Review and Approval of All P Districts Except the PRC**  
18 **District, Section 16-403, Site Plan/Subdivision Plat Preparation, Building Permit,**  
19 **Residential Use Permit and Non-Residential Use Permit, by revising Par. 4J, to read as**  
20 **follows:**

- 21  
22 4. Minor modifications to a final development plan are allowed when the Zoning Administrator  
23 determines that they substantially conform to the approved final development plan and do not  
24 materially alter the character of the development. In making this determination, the Zoning  
25 Administrator may consider factors such as topography, engineering and design.

26  
27 Minor modifications may not:

- 28  
29 J. Expand the area or type of signage approved, although changes to color and typeface  
30 may be considered ~~provided they do not change the character of the approved sign;~~

31  
32 **Amend Article 17, Site Plans, as follows:**

33  
34 - **Amend Part 2, Required Improvements, Section 17-201, Improvements To Be Provided, by**  
35 **revising Par. 7, to read as follows:**

- 36  
37 7. Installation of adequate ~~‘No Parking’~~ signs along travel lanes or service drives to prohibit  
38 parking on same. Such signs ~~shall~~ must be located on each curbed side, no more than fifty  
39 (50) feet apart.

40  
41 **Amend Article 18, Administration, Amendments, Violations and Penalties, as follows:**

42  
43 - **Amend Part 1, Administration, Section 18-106, Application and Zoning Compliance Letter**  
44 **Fees, by revising Par. 5 and adding a new Par. 14, to read as follows:**

5. Fees for food trucks, small cell facilities, home occupations, ~~sign permits~~ and site plans, ~~shall be~~ as specified in Articles 2, 10, 12 and 17, respectively.

**14. Sign Permits and Administrative Comprehensive Sign Plans: \$95**

- **Amend Part 2, Amendments, Section 18-204, Proffered Condition Regulations, by revising Par. 4J, to read as follows:**

4. Minor modifications to the proffered conditions are allowed when the Zoning Administrator determines that they substantially conform to the proffered conditions and do not materially alter the character of the approved development. In making this determination, the Zoning Administrator may consider factors such as topography, engineering and design. Minor modifications are not amendments or variations to the proffered conditions.

Minor modifications may not conflict with a proffer or:

- J. Expand the area or type of signage approved, although changes to color and typeface may be considered ~~provided they do not change the character of the approved sign;~~

- **Amend Part 3, Appeals, Section 18-303, Time Limit on Filing, by revising Paragraphs 2, 2E and 2F, to read as follows:**

2. Appeals for notices of violation involving the following violations ~~shall~~ must be filed within ten (10) days from the date of the notice with the Zoning Administrator and the BZA:

- E. Erection of prohibited signs on private property in violation of ~~Paragraphs 1, 4, 5, 6, 7, 11, 12, 13 or 14 of Sect. 12-104~~ Par. 2 and Paragraphs 3A through 3E of Sect. 12-106.

- F. Erection, alteration, refacing or relocation of a sign on private property in violation of ~~Sect. 12-301~~ Par. 1 of Sect. 12-104.

- **Amend Part 4, Variances, Section 18-406, Unauthorized Variances, by revising Par. 6, to read as follows:**

6. No variance ~~shall~~ may be authorized that would relate to signs, ~~except that a variance may be considered to the provisions of Par. 14 of Sect. 12-104.~~

**Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3, Definitions, by deleting the references to Building-Mounted Sign, Freestanding Sign and Portable Sign, and also deleting the definition of Raceway and Sign, as follows:**

~~BUILDING MOUNTED SIGN: See SIGN, BUILDING MOUNTED.~~

~~FREESTANDING SIGN: See SIGN, FREESTANDING.~~



1  
2 ~~PORTABLE SIGN: See SIGN, PORTABLE.~~

3  
4 ~~RACEWAY: A structure or architectural component of a building specifically designed to support~~  
5 ~~and contain a continuous series of signs accessory to a series of tenants occupying space in a given~~  
6 ~~building. Such structures generally traverse the entire length of the building and may be illuminated~~  
7 ~~or constructed of materials so as to be different from the facade of the building.~~

8  
9 ~~SIGN: Any writing, letter work or numeral, pictorial presentation, illustration or decoration,~~  
10 ~~emblem, device, symbol or trademark, flag, banner or pennant or any other device, figure or similar~~  
11 ~~character which:~~

12  
13 ~~1. Is used to announce, direct attention to, identify, advertise or otherwise make anything~~  
14 ~~known; and~~

15  
16 ~~2. Is visible from the public right of way or from adjoining property.~~

17  
18 ~~SIGN, BUILDING MOUNTED: A sign attached to and deriving its support from a building.~~

19  
20 ~~SIGN, FREESTANDING: A nonmovable sign supported by a fence, retaining wall, or by upright~~  
21 ~~structural members or braces on or in the ground and not attached to a building.~~

22  
23 ~~—— SIGN, PORTABLE: Any sign not permanently affixed to the ground nor to a building,~~  
24 ~~including, but not limited to, a sign that is moveable, such as a sandwich board sign, A frame sign,~~  
25 ~~gas or hot air filled displays, balloons or banners.~~

26  
27 **Amend Appendix 7, Commercial Revitalization Districts, as follows:**

- 28  
29 - **Amend Part 1, Annandale Commercial Revitalization District, Section A7-109, Additional**  
30 **Provisions; Part 2, Bailey's Crossroads/Seven Corners Commercial Revitalization District,**  
31 **Section A7-209, Additional Provisions; Part 3, McLean Commercial Revitalization District,**  
32 **Section A7-309, Additional Provisions; Part 4, Richmond Highway Commercial**  
33 **Revitalization District, Section A7-409, Additional Provisions; and Part 5, Springfield**  
34 **Commercial Revitalization District, Section A7-509, Additional Provisions; by revising Par.**  
35 **4 in all sections to read as follows:**

36  
37 4. The sign provisions of Article 12 ~~shall~~ apply, except as follows:

- 38  
39 A. ~~Signs~~ that signs lawfully existing on the effective date of this Ordinance or prior  
40 ordinances, which do not conform to the provisions of this Ordinance, and signs  
41 ~~which~~ that are accessory to a nonconforming use, ~~shall be~~ are deemed to be  
42 nonconforming signs and may remain. Notwithstanding Paragraphs ~~1 and 4 of Sect.~~  
43 ~~12-110~~ 1 and 5 of Sect. 12-107, such signs ~~shall~~ may not be enlarged or extended but  
44 may be removed and replaced with a sign ~~which~~ that is reduced in height and/or sign  
45 area.

1  
2 B. ~~When erected by a public agency or County recognized revitalization organization,~~  
3 ~~there may be freestanding signs, located within or in proximity to the Commercial~~  
4 ~~Revitalization District boundaries, which identify the district or give directions~~  
5 ~~and/or distances to commercial areas or centers within the district. No such sign shall~~  
6 ~~give the name, direction, or distance to any specific business or identify a specific~~  
7 ~~product. Such signs, which may include a banner affixed to the signpost, shall not~~  
8 ~~exceed sixty (60) square feet in area or twenty (20) feet in height. In addition, within~~  
9 ~~the Commercial Revitalization District, there may be separately erected banners,~~  
10 ~~erected by a public agency or County recognized revitalization organization,~~  
11 ~~identifying the district or announcing districtwide events, but no individual~~  
12 ~~businesses or products. Such banners shall not exceed twenty (20) square feet in area~~  
13 ~~or twenty (20) feet in height. All banners shall be securely affixed at the top and the~~  
14 ~~bottom so as to preclude any fluttering or rotation by the movement of the~~  
15 ~~atmosphere. The banners shall also be subject to the applicable outdoor advertising~~  
16 ~~provisions of the Code of Virginia. When erected by a public agency, such signs~~  
17 ~~and/or banners shall not require a sign permit, but when erected by a County~~  
18 ~~recognized revitalization organization, a sign permit shall be required.~~

ACTION – 1

Delegation of Authority to Administer and Regulate the Sale and Rental of Workforce Dwelling Units to the Fairfax County Redevelopment and Housing Authority

ISSUE:

Delegation by the Board of Supervisors (Board) of authority to administer and regulate the sale and rental of Workforce Dwelling Units (WDUs) to the Fairfax County Redevelopment and Housing Authority (FCRHA). Delegation would include the Board's right to acquire certain WDUs pursuant to the WDU Program.

RECOMMENDATION:

The County Executive recommends that the Board delegate authority to administer and regulate the sale and rental of WDUs, including its ability to acquire WDUs, to the FCRHA.

TIMING:

Immediate.

BACKGROUND:

The Board adopted its Workforce Dwelling Unit Administrative Policy Guidelines (the Countywide WDU Policy) in 2007 and its Tysons Workforce Dwelling Unit Administrative Policy Guidelines (the Tysons WDU Policy; together, the WDU Policies) in 2010; the Board later amended the Tysons WDU Policy in 2017. The WDU Policies are a proffer-based incentive system designed to encourage the voluntary development of new workforce dwelling units affordable to a range of moderate-income workers in Fairfax County.

The WDU Policies establish key details of the WDU Program, including income eligibility tiers and the process for setting unit prices. The WDU Policies do not, however, set forth all the granular operational aspects of the Program; rather, the WDU Policies state that the Board may further administer and regulate the WDU Program to fill in these routine and operational concepts. Staff anticipates that a significant volume of sale and rental WDUs will be produced in the coming years and accordingly that administering and regulating the WDU Program will require additional work.

Staff recommends that the Board delegate this authority to administer and regulate the sale and rental of WDUs under the WDU Policies to the FCRHA because of the FCRHA's affordable housing mission and experience with the Affordable Dwelling Unit Program (ADU). The FCRHA currently administers the ADU Program, which served as

a template in designing the WDU Program. This delegation would not allow the FCRHA to revise or contradict any terms of the WDU Policies, nor would it affect the process by which proffers are reviewed. Instead, the FCRHA would merely administer and regulate the sale and rental of WDUs.

The WDU Policies also provide that the Board has the right to acquire WDUs at certain points in time, such as when new WDUs first come online and when an individual WDU owner opts to re-sell the unit. Given the FCRHA's existing portfolio of affordable housing and experience overseeing such units, staff further recommends that the Board delegate its rights under the WDU Policies and Program to acquire WDUs to the FCRHA. Without this delegation, the ability to acquire, administer, and manage WDUs will be hampered. Because the Board currently has operational authority over the WDU Program under the WDU Policies, routine decisions would regularly come before the Board for approval.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1: Countywide WDU Policy  
Attachment 2: Tysons WDU Policy

STAFF:  
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**ADOPTION OF A BOARD POLICY  
COUNTY OF FAIRFAX, VIRGINIA**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium, Lobby Level, Government Center Building, 12000 Government Center Parkway, Fairfax, Virginia, on Monday, October 15, 2007, the Board adopted a Board Policy being in the words and figures following, to-wit:

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF FAIRFAX  
COUNTY, VIRGINIA:**

Adopt a Board Policy, as follows:

**BOARD OF SUPERVISORS'**  
**WORKFORCE DWELLING UNIT ADMINISTRATIVE**  
**POLICY GUIDELINES**

**Adopted October 15, 2007**

The Workforce Dwelling Unit Administrative Policy Guidelines ("Policy") are established to assist in the provision of affordable housing for persons of low to moderate income. The provision of workforce housing is designed to promote a fuller range of housing choices by encouraging the proffering of workforce dwelling units consistent with the policies set forth in the Fairfax County Comprehensive Plan and to encourage the construction and continued existence of dwelling units affordable to households whose income is one hundred twenty (120) percent or less of the Area Median Income (AMI) for Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), as adjusted for family size. Such income limit shall be further divided into tiers, as set forth in this Policy, to provide for a range of housing opportunities for various household income levels up to one hundred twenty percent of AMI.

The provisions of this Policy are hereby adopted by the Board of Supervisors (Board) as the preferred administrative tool for the implementation and administration of workforce dwelling units that are proffered in conjunction with a rezoning application. As such, it is the intent of the Board that proffered workforce dwelling units accepted on or after October 15, 2007 include a proffer of compliance with these policy guidelines. In the event that a specific development warrants consideration of an alternative scheme for the administration and continued availability of proffered workforce dwelling units, it is the intent of the Board to consider such variations when the applicant can demonstrate that the alternate proposal furthers the workforce dwelling unit policies set forth in the Comprehensive Plan and offers appropriate controls to properly regulate, monitor, administer, and manage such units. Such controls shall be provided in sufficient detail to clearly demonstrate that the proffered workforce dwelling units will function in the manner intended by the provisions of the preferred administrative tools set forth below. For any workforce dwelling units proffered prior to the adoption of this Policy, the owner may elect to voluntarily comply with the provisions of this Policy, to the extent that such election does not conflict with any proffered conditions associated with the subject workforce dwelling units. To facilitate such voluntary compliance, the owner shall submit a request to the Director of the Zoning Evaluation Division of the Department of Planning and Zoning, who shall determine whether such request conforms to the proffered conditions applicable to the property.

Terms utilized herein that are not specifically defined shall have the meaning given to them in the Fairfax County Zoning Ordinance. The following specific administrative policy guidelines are hereby set forth for the uniform administration and assurance of the continued availability of workforce dwelling units:

**1. Integration and Dispersion**

Workforce dwelling units should be integrated into and dispersed throughout the development to the extent feasible. It is not the intent of the Board to promote the location of such workforce dwelling units in only the least desirable locations within a building or on a site.



**2. Workforce Dwelling Unit and Associated Bonus Market Rate Unit Floor Area**

- A. The minimum gross floor area for any workforce dwelling unit should be as follows:

Efficiency Unit:	450 square feet
1-Bedroom Unit:	600 square feet
2-Bedroom Unit:	750 square feet

The floor area for dwellings is to be determined in accordance with the gross floor area definition of the Zoning Ordinance, except the following features will not be deemed gross floor area: balconies, porches, decks, breezeways, stoops and stairs which may be roofed but which have at least one open side; or breezeways which may be roofed but which have two (2) open ends. An open side or open end shall have no more than fifty (50) percent of the total area between the side(s), roof and floor enclosed with railings, walls, or architectural features.

- B. In the event that the owner elects to utilize any density bonus offered through the Comprehensive Plan for the provision of workforce dwelling units, for each workforce dwelling unit provided, there shall be at least one associated bonus market rate unit of the same bedroom count that is of similar floor area. For the purposes of this provision, such associated bonus market rate unit may not be more than ten (10) percent larger than the workforce dwelling unit to which it is associated. At the owner's option, density bonus for workforce dwelling units may be utilized for non-residential uses, as permitted on the property, in an amount not to exceed the square footage of the workforce dwelling units provided.
- C. Nothing included herein precludes the developer from providing larger sized units, in terms of the square footage and/or number of bedrooms, as workforce dwelling units.

**3. Designation of Workforce Dwelling Units and Associated Bonus Market Rate Units on Approved Plans**

Approved site plans and record subdivision plats shall designate the specific lots or units that are the workforce dwelling units and any associated bonus market rate units. Such site plans and/or record subdivision plats shall also provide a tabulation of any bonus units and/or bonus floor area achieved on the site. If there is to be any change in the location of a workforce dwelling unit after the original approval of a site plan or subdivision, the owner shall be responsible for amending the approved plats and/or plans to reflect the designation of the alternate workforce dwelling unit prior to the issuance of a Residential Use Permit for the new workforce dwelling unit. However, in the case of a multiple family rental development that is under single ownership, the workforce dwelling units need not be specifically identified. In such rental developments, the site plan and/or record subdivision plats shall identify the development as a rental project and shall note the total number of workforce dwelling units and associated market rate units provided. For all for-sale developments, the floor area and bedroom count of each workforce dwelling unit and each associated bonus market rate unit shall be noted on the approved site plan and/or subdivision plat and building plan.

Workforce dwelling units that are accepted as part of proffered conditions associated with a rezoning application and are included on approved site plans and recorded subdivision plats shall be deemed

features shown for purposes of Va. Code Ann. §15.2-2232 and, as such, shall not require further approvals pursuant thereto in the event the Board shall acquire or lease such units.

For multiple section developments where all the workforce dwelling units are not to be provided in the first section of the development, the site plan and/or record subdivision plat for the first section and all subsequent sections shall contain a notation identifying in which section(s) the workforce dwelling units will be or have been provided and a total of all workforce dwelling units for which such site plan(s) and/or record subdivision plat(s) have been approved.

Under any instance whereby the location of the designated workforce dwelling unit is to be changed or the unit is converted from a rental to a condominium after the approval of the original site plan and/or subdivision, the owner/developer shall provide revised site plans and/or record subdivision plats and the associated documentation to reflect the change in location.

#### **4. Condominium Developments**

- A. If a development is initially built as a condominium, then the workforce dwelling units shall also be for-sale units and shall be specifically identified on the approved site plan and building plans and shall be designated as such as part of the recorded condominium declaration and disclosed in the required public offering statement.
- B. If a development is initially built as a rental project under single ownership and such development should subsequently convert to a condominium, then:
  - (1.) The development shall offer the same number of for-sale workforce dwelling units as there were rental workforce dwelling units.
  - (2.) The workforce dwelling units shall be specifically identified by unit number as part of the recorded condominium declaration.
  - (3.) The sales price for such workforce dwelling units being converted shall be established by the County Executive pursuant to this Policy. If the owner of such condominium conversion elects to renovate the workforce dwelling units, the County Executive shall consider the reasonable cost of labor and materials associated with such renovation.
  - (4.) The rental tenant occupants of the workforce dwelling units subject to the condominium conversion shall have the right to purchase the dwelling unit they occupy at the sales price established by the County Executive pursuant to this Policy. Subsequently, the Board shall have the right to purchase some or all of the workforce dwelling units that are not purchased by such rental tenants at the sales price established for such units by the County Executive pursuant to this Policy. Such units shall be offered to the Board and purchased by it in accordance with the provisions set forth below for for-sale workforce dwelling units.

#### **5. Limitations on Building Permits and Residential Use Permits**

- A. In any development, except for one that is comprised solely of rental multiple family units, building permits may be issued for all of the dwelling units in the development; however,



Residential Use Permits (RUPs) will not be issued for more than seventy-five (75) percent of the total number of units in the development until such time as RUPs have been issued for at least seventy-five (75) percent of the workforce dwelling units in the development. Additionally, the required Notice of Availability and Sales Offering Agreement shall be submitted prior to the issuance of the first RUP for any workforce dwelling unit in the development.

- B. A development that is comprised solely of rental multiple family units is not subject to the limitations on the issuance of Residential Use Permits contained in this provision, except that the Notice of Availability and Rental Offering Agreement required by this Policy shall be executed prior to the issuance of the first RUP for any dwelling unit in the development.

#### **6. Workforce Dwelling Unit Specifications**

- A. The Director of the Department of Housing and Community Development (DHCD) shall develop specifications for the prototype workforce housing products both for-sale and rental. All building plans for workforce dwelling units are to comply with such prototype standards for design and construction specifications. Any applicant or owner may voluntarily construct workforce dwelling units to a standard in excess of such specifications. In the event that workforce dwelling units are constructed in unit types other than multiple family dwelling units, only fifty (50) percent of any added cost for exterior architectural compatibility upgrades (such as brick facade, shutters, bay windows, etc.) and additional landscaping on the workforce dwelling unit lot may be included within recoverable costs, up to a maximum of two (2) percent of the sales price of the workforce dwelling unit. The allowance for additional landscaping may not exceed one-half (1/2) of the above-noted two (2) percent maximum.
- B. In the administration of workforce dwelling units, the design and construction specifications established in both rental and sales prices will be structured to make the units affordable to households whose incomes do not exceed one hundred twenty (120) percent of the area median income (AMI) of the Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), subject to the income tiers specified in this Policy.

#### **7. Administration of For-Sale Workforce Dwelling Units**

- A. The sale of workforce dwelling units shall be regulated by the Director of DHCD on behalf of the Board. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the sale and resale of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County.
- B. The Board has an exclusive right to purchase up to one-third (1/3) of the for-sale workforce dwelling units within a development for a ninety (90) day period beginning on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the Board that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and identify the unit or units being offered; the number of bedrooms, the floor area and amenities for each unit; the approved sales price for each unit and the evidence of issuance of a building permit for the units. Such written notice may be sent by the

owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive, but shall occur prior to the issuance of the first Residential Use Permit (RUP) for any workforce dwelling unit in the development. If the Board elects to purchase a particular workforce dwelling unit, the DHCD shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the respective ninety day period, provided a RUP has been issued for the unit prior to closing.

- C. The remaining two-thirds (2/3) of the for-sale workforce dwelling units within a development and any units that the Board does not elect to purchase are to be offered for sale exclusively for a ninety (90) day period to persons who meet the income criteria established by the DHCD, and who have been issued a Certificate of Qualification by the DHCD. This ninety (90) day period begins on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the DHCD that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and include the information described in Paragraph B, above. In addition, the owner shall provide marketing materials concerning the units and the development to be used in the sale of the units. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive. Notwithstanding the foregoing, after the first thirty (30) days of the ninety (90) day period referenced in this paragraph, the Board may elect to purchase up to one-half (1/2) of the workforce dwelling units offered pursuant to this paragraph by giving written notice of its election to do so for those units then available within the ninety (90) day period, which notice shall provide for an all cash closing within thirty (30) days from the end of the ninety (90) day period, provided a RUP has been issued prior to closing.
- D. After the expiration of the sixty (60) days of the ninety (90) day period(s) referenced in Paragraphs B and C above, the workforce dwelling units not sold are to be offered for sale to nonprofit housing groups, as designated by the County Executive, subject to the established workforce dwelling unit prices and the requirements of the applicable proffered conditions. The nonprofit housing groups shall have a thirty (30) day period within which to commit to purchase the units. This thirty (30) day period begins on the date of receipt of written notification from the owner, sent by registered or certified mail, advising them that a particular workforce dwelling unit is or will be ready for purchase. The notice shall state the number of bedrooms, floor area and amenities for each unit offered for sale. Such written notice may be sent by the owner any time after the commencement of the ninety (90) day period referenced in Paragraphs B and C above. If a nonprofit housing group elects to purchase a particular workforce dwelling unit, they shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the thirty (30) day period, provided a RUP has been issued for the unit prior to closing.
- E. After the expiration of the time period(s) referenced in Paragraphs B, C, and D above, the workforce dwelling units not sold may be offered to the general public as for-sale units subject to established workforce dwelling unit prices and the requirements of the proffered conditions.
- F. A schedule of County-wide cost factors and the cost calculation formula used to determine sales prices will be established initially and may be amended periodically by the County Executive, based upon a determination of all ordinary, necessary, and reasonable costs required to construct

the various workforce dwelling unit prototype dwellings by private industry in Fairfax County, after consideration by the County Executive of written comment from the public, the DHCD, and other information that may be available, such as the area's current real estate market and economic conditions.

- G. Sales prices will include, among other costs, a marketing and commission allowance of one and one-half (1 1/2) percent of the sales price for the workforce dwelling unit, provisions for builder-paid permanent mortgage placement costs and buy-down fees, and closing costs, except pre-paid expenses required at settlement, but will not include the cost of land. The provision of for-sale workforce housing is to be evenly distributed among each of three (3) income range tiers, as follows: up to 80%, up to 100%, and up to 120% of the Area Median Income (AMI) for the Washington D.C. Metropolitan Area as specified annually by the Department of Housing and Urban Development (HUD). Nothing provided herein will preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers.
- H. There will be a semiannual review and possible adjustment in workforce dwelling unit sales prices that will be applied to the workforce dwelling unit sales prices initially established by the County Executive adjusted according to the percentage change in the various cost elements as indicated by the U.S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices selected by the County Executive.

#### **8. Administration of Rental Workforce Dwelling Units**

- A. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the rental of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County. The regulation and monitoring of rental workforce dwelling units shall be by the DHCD on behalf of the Board.

For the initial rentals of units, the owner shall send the Board a Notice of Availability and Rental Offering Agreement in a form prescribed by the DHCD, to advise that a particular workforce dwelling unit or units are or will be completed and ready for rental. The Board or its designee has an exclusive right to lease up to one-third (1/3) of the rental workforce dwelling units. Such Notice of Availability and Rental Offering Agreement shall be submitted to and executed by the DHCD prior to the issuance of the first RUP for any dwelling within the development. The notice shall state the number of bedrooms, floor area, amenities, and rent for each unit offered for rental. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling units that are being offered for rental. If the Board elects to assume control for a particular workforce dwelling unit, the Board shall so notify the owner in writing within thirty (30) days from the execution of the notice by the Board. At the owner's option, the Board may lease additional rental units at the workforce dwelling unit rent or market rent as appropriate.

The remaining two-thirds (2/3) of the rental workforce dwelling units within a development are to be offered to persons who meet the established income criteria.

- B. Any workforce dwelling units required pursuant to the proffered conditions that are not leased by the Board are to be leased for a minimum six (6) -month period with a maximum renewable term of lease for one (1) year to tenants who meet the eligibility criteria established by the DHCD. The lease agreements for such units shall include conditions that require the tenant to



occupy the unit as his or her domicile, that prohibit the subleasing of the unit, that require continued compliance with the applicable eligibility criteria, and that require the tenant to annually verify under oath, on a form approved by the DHCD, his or her annual income and such other facts that the landlord may require in order to ensure that the tenant continues to meet the applicable eligibility criteria.

- C. Eligible tenants must continue to meet the income criteria established by the DHCD in order to continue occupancy of the workforce dwelling unit. However, a tenant who no longer meets such criteria may continue to occupy a workforce dwelling unit until the end of the lease term. Workforce dwelling units not leased by the Board may not be subleased.
- D. By the end of each month, the owner of a development containing rental workforce dwelling units leased to individuals other than the Board shall provide the DHCD with a statement verified under oath that certifies the following as of the first of such month:
  - (1.) The address and name of the development and the name of the owner.
  - (2.) The number of workforce dwelling units by bedroom count and floor area, other than those leased to the Board, which are vacant.
  - (3.) The number of workforce dwelling units by bedroom count and floor area that are leased to individuals other than the Board. For each such unit, the statement shall contain the following information:
    - (i) The unit address, bedroom count and floor area.
    - (ii) The tenant's name and household size.
    - (iii) The effective date of the lease.
    - (iv) The tenant's (household) income as of the date of the lease.
    - (v) The current monthly rent.
  - (4.) That to the best of the owner's information and belief, the tenants who lease workforce dwelling units meet the eligibility criteria established by the DHCD.
  - (5.) The owner will provide the DHCD with a copy of each new or revised annual tenant verification obtained from the renters of workforce dwelling units pursuant to Paragraph B above.
- E. Countywide rental prices shall be established by the County Executive. Within any rental development in a structure utilizing Building Construction Type 5 (combustible materials) one-half (1/2) of the workforce units are to be priced to serve households with an income of up to eighty (80) percent of the median income (AMI) for the Washington Standard Metropolitan Statistical Area as specified annually by HUD and one-half (1/2) of the workforce units are to be priced to serve households with an income of up to one hundred (100) percent of AMI. For all other Building Construction Types in a rental development, workforce housing should be evenly distributed among each of three (3) income range tiers, as follows: up to 80%, up to 100%, and

up to 120% of AML. Nothing provided herein shall preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers. The base figures shall be adjusted by the following factors for different workforce dwelling unit sizes based on the number of bedrooms in the dwelling unit:

Number of Bedrooms	Adjustment Factor
Efficiency (0 bedroom)	70%
1 Bedroom	85%
2 Bedroom	100%

The result of this calculation for each size workforce dwelling unit is then divided by twelve (12), then multiplied by twenty-five (25) percent and rounded to the nearest whole number to establish the rent for the unit, excluding utilities.

- F. There will be a semiannual review and possible adjustment in workforce dwelling unit rental prices that will be applied to the workforce dwelling unit rental prices initially established by the County Executive, adjusted according to the percentage change in the various cost elements as indicated by the U. S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices that are selected by the County Executive. In setting adjusted rental prices, the County Executive may establish different rental classifications and prices that reflect the age and condition of the various rental developments within Fairfax County.

#### **9. Term of Price Control of Workforce Dwelling Units**

- A. For for-sale workforce dwelling units, the price for subsequent resale shall be controlled for a period of thirty (30) years after the initial sale. However, upon any resale, conveyance, and/or transfer to a new owner of such workforce dwelling unit within the initial thirty (30) -year period of control, the prices for each subsequent resale and/or transfer to a new owner shall be controlled for a new thirty (30) -year period commencing on the date of such resale, conveyance, and/or transfer of the workforce dwelling unit. Each initial thirty (30) -year control period and each renewable subsequent thirty (30) -year control period may be referred to as a sales price control period. For any workforce dwelling unit that is owned for an entire thirty-year control period by the same individual(s), the price control term shall expire and the first sale of the unit after such expiration shall be in accordance with the provisions of this Policy.
- B. For rental workforce dwelling units, the price for subsequent rerental shall be controlled for a period of fifty (50) years from the date of issuance of the RUP for each workforce dwelling unit in the development.
- C. For condominium conversion workforce dwelling units, regardless of the length of time the unit was offered as a workforce rental unit, the initial term of price control for the first sale of the unit after the conversion from a rental unit shall be for a period of thirty years from the date of the initial sale. Subsequent resale of such units shall be administered under the provisions of Paragraph A, above.

**10. Initial Sale and Re-Sale of Workforce Dwelling Units**

- A. The initial sale of a workforce dwelling unit, including the initial sale of a condominium conversion unit, shall be for a sales price that is approved by the County Executive and shall be made only to a person or household that meets the applicable income qualifications for the occupancy of a workforce dwelling unit and have been issued a Certificate of Qualification by the Director of the DHCD. It is a violation of the proffered conditions associated with a workforce dwelling unit to purchase a unit or to sell it or otherwise transfer or pledge it as security for an amount higher than the approved sales price during any period of price control.
- B. The owner of each unit to be resold, conveyed, or otherwise transferred to another owner and for the conversion of rental workforce dwelling units to condominium workforce dwelling units shall provide the DHCD with written notification sent by certified mail that the workforce dwelling unit is being offered. The Board has the exclusive right to purchase such unit at a purchase price that does not exceed the control price of the unit at that time. The DHCD shall notify the owner in writing within thirty (30) days after receipt of the written notification from the owner advising whether or not the Board will enter into a contract to purchase the unit on the form approved by the DHCD and subject to certain conditions, such as acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within ninety (90) days after receipt by the DHCD of the written notification of the owner offering the unit for sale, in the event that all such conditions of the contract are satisfied.
- If the Board does not elect to purchase an available for-sale workforce dwelling unit, for the first sixty (60) days thereafter that each such individual workforce dwelling unit is offered, the for-sale unit is to be first be offered exclusively through the DHCD to persons who meet the DHCD's criteria, and who have been issued a Certificate of Qualification by the DHCD. Upon the expiration of the sixty (60) day period, the unit may be offered for sale to the general public to persons who meet income requirements hereunder and at the current controlled price.
- C. Units offered for sale shall not be offered for a price greater than the original selling price plus a percentage of the unit's original selling price equal to the increase in the U. S. Department of Labor's Consumer Price-Urban Area Index or such other index selected by the County Executive, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of original sale and the date of resale, plus an allowance for payment of closing costs on behalf of the subsequent purchaser that are paid by the seller. Those features deemed to be substantial and appropriate replacements or improvements of housing components and structural improvements are as set forth by the DHCD. No increase in sales price is allowed for the payment of brokerage fees associated with the sale of the unit, except that with respect to units purchased and resold by the Board, an increase of one and one half (1 1/2) percent of the resale price is allowed for marketing and transaction costs, and with respect to resale by other owners, an increase of one and one-half (1 1/2) percent of the sales price is allowed as a fee to be paid to a real estate broker or agent licensed to conduct residential real estate transactions in the Commonwealth of Virginia who meets the qualifications determined by the DHCD and who serves as a dual agent for both the qualified buyer and the seller in the resale of the workforce dwelling unit in accordance with sales procedures approved by the DHCD. The one and one-half (1 1/2) percent fee shall be paid to such real estate broker or agent by the seller at the time of settlement of the resale of the workforce dwelling unit as part of the disbursement of settlement proceeds.

- D. For the initial sale of a workforce dwelling unit after the expiration of the term of price control established for the unit, the Board has the exclusive right to purchase the unit. The owner of each such unit shall provide the DHCD with written notification sent by registered or certified mail that the unit is for sale. If the Board elects to purchase such unit, the DHCD shall so notify the owner in writing within thirty (30) days of receipt of the written notification from the owner and the all cash closing shall occur within sixty (60) days thereafter.

In all instances, whether or not the Board elects to purchase such unit, one-half (1/2) of the amount of the difference between the net sales price paid by the purchaser at such sale and the owner's purchase price plus a percentage of the unit's selling price equal to the increase in the U.S. Department of Labor's Consumer Price-Urban Area Index, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of the owner's purchase and the date of resale is to be contributed to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlements proceeds. Notice of such equity interest of the Fairfax County Housing Trust Fund may be evidenced by a document recorded among the land records of Fairfax County, Virginia, encumbering any workforce dwelling unit. Net sales price shall exclude closing costs such as title charges, transfer charges, recording charges, commission fees, points, and similar charges related to the closing of the sale of the property paid by the seller. All amounts necessary to pay and satisfy any and all liens, judgments, deeds of trust, or other encumbrances on the unit, other than the equity interest of the Fairfax County Housing Trust Fund, shall be paid by the seller out of proceeds of the seller from such sale, as determined in accordance with this paragraph, or shall be paid otherwise by the seller. In no event shall any such amounts required to be paid by the seller reduce the amount, as determined in accordance with this paragraph, which is to be contributed to the Fairfax County Housing Trust Fund pursuant to this paragraph.

#### **11. Financing Control and Foreclosure of Workforce Dwelling Units**

- A. The total aggregate amount of principal and accrued interest for all financing secured by an individual for-sale workforce dwelling unit shall not exceed the owner's purchase price (as adjusted in accordance with this Policy). Any financing in excess of the owner's purchase price, as adjusted, shall not be secured by any interest in the applicable individual for-sale workforce dwelling unit.
- B. The covenants required pursuant to the Policy shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest, except that the covenants may be released for an individual for-sale workforce dwelling unit in the event of foreclosure by an Eligible Lender, as such term is defined in Paragraph C below, as and only to the extent provided for in this Policy. In the event of foreclosure of a rental development containing workforce dwelling units, the covenants shall not be released.
- C. An Eligible Lender is defined as an institutional lender holding a first priority purchase money deed of trust on an individual for-sale workforce dwelling unit or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, provided that



such refinancing does not exceed the outstanding principal balance of the existing purchase money first trust indebtedness on the unit at the time of refinancing. An Eligible Lender shall have the right to foreclose on a rental project or a workforce dwelling unit, and the covenants on an individual workforce dwelling unit may terminate upon such foreclosure by the Eligible Lender or upon the sale of the workforce dwelling unit by a trustee on behalf of the Eligible Lender to a bona fide purchaser for value at a foreclosure sale if all the requirements set forth in this Policy, the applicable proffers, the covenants, and/or all other applicable regulations with respect to such foreclosure sale are satisfied. Such requirements include, but are not limited to, providing the County Executive and the Board written notice of the foreclosure sale proposed and the Right to Acquire, as such term is defined in this Policy.

- D. No sale, pledge of a security interest in, or other transfer or foreclosure of a workforce dwelling unit will affect the validity of the covenants, except as set forth in this Policy.
- E. Each Eligible Lender and any other lender secured by an interest in the workforce dwelling unit is required to provide written notice of a foreclosure to the County Executive and the DHCD at least ninety (90) days prior. At any time during such ninety (90) day period, the Board or a nonprofit agency designated by the County Executive shall have the Right to Acquire any individual for-sale workforce dwelling unit. The Right to Acquire entitles the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit(s) at or before any foreclosure sale for which such notice has been given upon payment in full of the outstanding indebtedness on the workforce dwelling unit owed to the lender, including principal, interest, and fees that together in the aggregate do not exceed the amount of the owner's purchase price, as adjusted in accordance with this Policy, and other reasonable and customary costs and expenses (the Outstanding First Trust Debt), with no owner, prior owner, or other party, whether secured or not, having any rights to compensation under such circumstances.
- F. In the event that neither the Board nor the nonprofit agency designated by the County Executive exercises the Right to Acquire and the individual for-sale workforce dwelling unit is sold for an amount greater than the Outstanding First Trust Debt, the remaining amount in excess of the Outstanding First Trust Debt shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlement proceeds.

## **12. Covenants and Deed Notification**

- A. In developments containing workforce dwelling units, Workforce Housing covenants that are applicable to the workforce dwelling units and that run in favor of the Board and are in the specific form prescribed by the Director of the DHCD providing, among other things, that the workforce dwelling units are subject to the provisions of this Policy and/or any other policies established through the proffered conditions, shall be recorded upon approval of the site plan and/or simultaneously with the recordation of the final subdivision plat or, in the case of a condominium, recorded simultaneously with the condominium declaration.
- B. The covenants shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest.
- C. In developments containing for-sale workforce dwelling units, at the time of the initial sale of an



individual workforce dwelling unit, the owner/applicant shall provide in the sales contract for each workforce dwelling unit offered for sale a copy of the recorded covenant running with the land in favor of the Board. The owner/applicant shall include in the deed for each workforce dwelling unit sold an express statement that the workforce dwelling unit is subject to proffered conditions setting forth specific terms and conditions and the covenants recorded pursuant to this Policy with a specific reference to the deed book and the page where such covenants are recorded and such deed may also attach a copy of the covenants. At the time of the initial sale and any resale of an individual workforce dwelling unit, the owner/applicant shall also include in the deed for each workforce dwelling unit sold an express statement that the total aggregate amount of indebtedness that may be secured by the workforce dwelling unit is limited and that other terms and conditions apply, including, but not limited to, a right for the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit on certain terms in the event of a pending foreclosure sale.

- D. In the case of a rental project, prior to the issuance of the first Residential Use Permit for the development and the offering for rent of any workforce dwelling units, the owner shall record a covenant running with the land in favor of the Board and which is on the specific form prescribed by the DHCD that provides that the workforce dwelling units are subject to proffered conditions setting forth specific terms and conditions, that no such unit may be rented for an amount that exceeds the limits set by the County Executive, that the covenant shall be senior to all instruments securing permanent financing, and that the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

### **13. Occupancy of Workforce Dwelling Units**

- A. Before an individual may purchase a workforce dwelling unit, he or she must obtain a Certificate of Qualification from the Director of the DHCD. Before issuing a Certificate of Qualification, the DHCD will make the determination that the applicant meets the criteria established by the DHCD for low and moderate income persons applicable to for-sale workforce dwelling units.
- B. Before an individual may rent a workforce dwelling unit, he or she must meet the eligibility criteria established by the DHCD for persons of low and moderate income. The landlord/owner is responsible for determining that the tenant meets the eligibility criteria applicable to tenants in rental workforce dwelling units.
- C. Except for circumstances specifically set forth in this Policy, it is a violation of this Policy for someone to sell a workforce dwelling unit to an individual who has not been issued a Certificate of Qualification by the DHCD.
- D. Except for circumstances specifically set forth in this Policy, it is a violation of this Policy for someone to rent or continue to rent a workforce dwelling unit to an individual who does not meet or fails to continue to meet the income eligibility criteria established by the DHCD.
- E. Purchasers or renters of workforce dwelling units must occupy the units as their domicile and shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the units. Owners of for-sale workforce dwelling units shall forward such affidavit to the DHCD on or before June 1 of each year that they own the unit. Renters shall provide such

affidavit to their landlords/owners by the date that may be specified in their lease or that may otherwise be specified by the landlord/owner.

- F. In the event the renter of a workforce dwelling unit fails to provide his or her landlord/owner with an executed affidavit as provided for in the preceding paragraph within thirty (30) days of a written request for such affidavit, then the lease will automatically terminate, become null and void, and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner. It is a violation of this Policy for an owner of a workforce dwelling unit to fail to provide the executed affidavit required by Paragraph E above.
- G. Except as specifically provided for in this Policy, in the event a renter of a workforce dwelling unit no longer meets the eligibility criteria established by the DHCD, as a result of increased income or other factors, then at the end of the lease term, the occupant will vacate the unit.
- H. In the event a renter fails to occupy a workforce dwelling unit for a period in excess of sixty (60) days, unless such failure is approved in writing by the DHCD, a default shall occur. The lease shall automatically terminate, become null and void and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner.
- I. Notwithstanding the provisions of Paragraphs F, G, and H above, if the landlord/owner of a rental project shall immediately designate an additional comparable unit as a workforce dwelling unit to be leased under the controlled rental price and requirements of this Policy, the renter of such unit referenced in Paragraphs F, G, and H above may continue to lease such unit at the market value rent.

**THIS BOARD POLICY is effective on this 15th day of October, 2007.**

  
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NANCY VEHRS  
Clerk to the Board of Supervisors

**BOARD OF SUPERVISORS'**  
**TYSONS CORNER URBAN CENTER WORKFORCE DWELLING UNIT**  
**ADMINISTRATIVE POLICY GUIDELINES**

**Adopted June 22, 2010**

The Planned Tysons Corner District Workforce Dwelling Unit Administrative Policy Guidelines ("Tysons Policy") are established to assist in the provision of affordable housing for persons of low to moderate income in the Tysons Corner Urban Center, as set forth in the adopted Comprehensive Plan. The provision of workforce housing is designed to promote a fuller range of housing choices by encouraging the proffering of workforce dwelling units consistent with the policies set forth in the Fairfax County Comprehensive Plan and to encourage the construction and continued existence of dwelling units affordable to households whose income is one hundred twenty (120) percent or less of the Area Median Income (AMI) for Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), as adjusted for family size. Such income limit is divided into multiple tiers, as set forth in this Tysons Policy, to provide for a range of housing opportunities for various household income levels up to one hundred twenty percent (120) of AMI.

The provisions of this Tysons Policy are hereby adopted by the Board of Supervisors (Board) as the preferred administrative tool for the implementation and administration of workforce dwelling units that are proffered in conjunction with a rezoning application. As such, it is the intent of the Board that proffered workforce dwelling units accepted in conjunction with a rezoning for property located within the Tysons Corner Urban Center include a proffer of compliance with these Tysons Policy Guidelines. In the event that a specific development warrants consideration of an alternative scheme for the administration and continued availability of proffered workforce dwelling units, it is the intent of the Board to consider such variations when the applicant can clearly demonstrate that the alternate proposal furthers the workforce dwelling unit policies set forth in the Comprehensive Plan and offers appropriate controls to properly regulate, monitor, administer, and manage such units. Such controls shall be provided in sufficient detail to clearly demonstrate that the workforce dwelling units will function in the manner intended by the provisions of the preferred administrative tools set forth below.

Terms utilized herein that are not specifically defined shall have the meaning given to them in the Fairfax County Zoning Ordinance. The following specific administrative policy guidelines are hereby set forth for the uniform administration and assurance of the continued availability of workforce dwelling units in the Tysons Corner Urban Center:

**1. Location of Workforce Dwelling Units**

The location, integration and dispersion of the workforce dwelling units shall be as identified in the approved proffered conditions and/or development plans associated with the rezoning application for which the workforce dwelling units were generated.

**2. Workforce Dwelling Unit Floor Area**

The minimum gross floor area for any workforce dwelling unit should be as follows:

Efficiency Unit:	450 square feet
1-Bedroom Unit:	600 square feet
2-Bedroom Unit:	750 square feet
3-Bedroom Unit:	900 square feet
4-Bedroom Unit:	1,050 square feet

The floor area for dwellings shall be determined in accordance with the gross floor area definition of the Zoning Ordinance, as modified for cellar space in the PTC - Planned Tysons Corner Urban District, except the following features will not be deemed gross floor area: balconies, porches, decks, breezeways, stoops and stairs which may be roofed but which have at least one open side; or breezeways which may be roofed but which have two (2) open ends. An open side or open end shall have no more than fifty (50) percent of the total area between the side(s), roof and floor enclosed with railings, walls, or architectural features.

Nothing included herein precludes the developer from providing workforce dwelling units as larger sized units, in terms of the square footage and/or the number of bedrooms.

### **3. Designation of Workforce Dwelling Units on Approved Plans**

Except for multiple family rental developments under single ownership, each approved site plan, record subdivision plat, condominium plat/plan, and/or building plan shall designate the specific lots or units that are the workforce dwelling units and any bonus market rate dwelling units. Such plans and/or plats shall also provide a tabulation of any bonus units and/or bonus floor area achieved on the site as a result of the provision of workforce dwelling units. If there is to be any change in the location of a workforce dwelling unit after the original approval of a site plan or subdivision, the owner shall be responsible for amending the approved plats and/or plans to reflect the designation of the alternate workforce dwelling unit prior to the issuance of a Residential Use Permit for the new workforce dwelling unit.

In the case of a multiple family rental development that is under single ownership, the site plan and/or record subdivision plats shall identify the development as a rental project and shall note the total number of workforce dwelling units and the number of bonus market rate units and/or bonus floor area provided.

For all for-sale developments, the floor area and bedroom count of each workforce dwelling unit shall be noted on each approved site plan, subdivision plat, condominium plats/plans and/or building plan. Additionally, the bedroom count mix of the market rate units within the project as a whole shall be noted on all such approved plats and/or plans to demonstrate that the workforce dwelling units are of the same mix as the market rate dwelling units in terms of bedroom count.

For multiple section developments where all the workforce dwelling units are not to be provided in the first section of the development, the site plan and/or record subdivision plat for the first section and all subsequent sections shall contain a notation identifying in which section(s) the workforce dwelling units will be or have been provided and a total of all workforce dwelling units for which such site plan(s) and/or record subdivision plat(s) have been approved. In the event that workforce dwelling units are approved to be provided at a location that is not on the same lot as the market rate dwelling units with which the workforce dwelling units are associated, all site plans, subdivision plats and/or building plans for all associated properties shall include a notation identifying the site plan(s) and/or subdivisions(s) that include the workforce dwelling units.



Workforce dwelling units that are accepted as part of proffered conditions associated with a rezoning application and are included on approved site plans and recorded subdivision plats shall be deemed features shown for purposes of Va. Code Ann. §15.2-2232 and, as such, shall not require further approvals pursuant thereto in the event the Board shall acquire or lease such units.

#### **4. Condominium Developments**

- A. If a building is initially built as a condominium, then the workforce dwelling units within that building shall also be for-sale units and shall be specifically identified on the approved site plan and building plans and shall be designated as such as part of the recorded condominium declaration and disclosed in the required public offering statement.
- B. If a building is initially built as a rental project under single ownership and such building should subsequently convert to a condominium, then:
  - (1.) The development shall offer the same number of for-sale workforce dwelling units as there were rental workforce dwelling units.
  - (2.) The workforce dwelling units shall be specifically identified by unit number as part of the recorded condominium declaration.
  - (3.) The sales price for such workforce dwelling units being converted shall be established by the County Executive pursuant to this Tysons Policy. If the owner of such condominium conversion elects to renovate the workforce dwelling units, the County Executive shall consider the reasonable cost of labor and materials associated with such renovation.
  - (4.) The rental tenant occupants of the workforce dwelling units subject to the condominium conversion shall have the right to purchase the dwelling unit they occupy at the sales price established by the County Executive pursuant to this Tysons Policy. Subsequently, the Board shall have the right to purchase some or all of the workforce dwelling units that are not purchased by such rental tenants at the sales price established for such units by the County Executive pursuant to this Tysons Policy. Such units shall be offered to the Board and purchased by it in accordance with the provisions set forth below for for-sale workforce dwelling units.

#### **5. Limitations on Building Permits and Residential Use Permits**

Building Permits may be issued for all of the dwelling units in a development, provided, however, that for any development, other than one comprised solely of rental multiple family dwelling units under single ownership, Residential Use Permits (RUPs) shall not be issued for more than seventy-five (75) percent of the total number of units in the development until such time as RUPs have been issued for at least seventy-five (75) percent of the workforce dwelling units in the applicable phase of the development. Additionally, the required Notice of Availability and Sales Offering Agreement shall be submitted prior to the issuance of the first RUP for any workforce dwelling unit in the development.

A rental multiple family dwelling unit development under single ownership shall not be subject to the limitation on the issuance of RUPs; however, the required Notice of Availability and Sales

Offering Agreement shall be submitted prior to the issuance of the first RUP for any dwelling unit in the development.

**6. Workforce Dwelling Unit Specifications**

- A. The Director of the Department of Housing and Community Development (DHCD) shall develop specifications for the prototype workforce housing products both for-sale and rental. All building plans for workforce dwelling units are to comply with such prototype standards for design and construction specifications. Any applicant or owner may voluntarily construct workforce dwelling units to a standard in excess of such specifications. In the event that workforce dwelling units are constructed in unit types other than multiple family dwelling units, only fifty (50) percent of any added cost for exterior architectural compatibility upgrades (such as brick facade, shutters, bay windows, etc.) and additional landscaping on the workforce dwelling unit lot may be included within recoverable costs, up to a maximum of two (2) percent of the sales price of the workforce dwelling unit. The allowance for additional landscaping may not exceed one-half (1/2) of the above-noted two (2) percent maximum.
- B. In the administration of workforce dwelling units, the design and construction specifications established in both rental and sales prices will be structured to make the units affordable to households whose incomes do not exceed one hundred twenty (120) percent of the area median income (AMI) of the Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), subject to the income tiers specified in this Policy.

**7. Administration of For-Sale Workforce Dwelling Units**

- A. The sale of workforce dwelling units shall be regulated by the Director of DHCD on behalf of the Board. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the sale and resale of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County.
- B. The Board has an exclusive right to purchase up to one-third (1/3) of the for-sale workforce dwelling units within a development for a ninety (90) day period beginning on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the Board that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and identify the unit or units being offered; the number of bedrooms, the floor area and amenities for each unit; the approved sales price for each unit and the evidence of issuance of a building permit for the units. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive, but shall occur prior to the issuance of the first Residential Use Permit (RUP) for any workforce dwelling unit in the development. If the Board elects to purchase a particular workforce dwelling unit, the DHCD shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the respective ninety day period, provided a RUP has been issued for the unit prior to closing.



- C. The remaining two-thirds (2/3) of the for-sale workforce dwelling units within a development and any units that the Board does not elect to purchase are to be offered for sale exclusively for a ninety (90) day period to persons who meet the income criteria established by the DHCD, and who have been issued a Certificate of Qualification by the DHCD. This ninety (90) day period begins on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the DHCD that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and include the information described in Paragraph B above. In addition, the owner shall provide marketing materials concerning the units and the development to be used in the sale of the units. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive. Notwithstanding the foregoing, after the first thirty (30) days of the ninety (90) day period referenced in this paragraph, the Board may elect to purchase up to one-half (1/2) of the workforce dwelling units offered pursuant to this paragraph by giving written notice of its election to do so for those units then available within the ninety (90) day period, which notice shall provide for an all cash closing within thirty (30) days from the end of the ninety (90) day period, provided a RUP has been issued prior to closing.
- D. After the expiration of the sixty (60) days of the ninety (90) day period(s) referenced in Paragraphs B and C above, the workforce dwelling units not sold are to be offered for sale to nonprofit housing groups, as designated by the County Executive, subject to the established workforce dwelling unit prices and the requirements of the applicable proffered conditions. The nonprofit housing groups shall have a thirty (30) day period within which to commit to purchase the units. This thirty (30) day period begins on the date of receipt of written notification from the owner, sent by registered or certified mail, advising them that a particular workforce dwelling unit is or will be ready for purchase. The notice shall state the number of bedrooms, floor area and amenities for each unit offered for sale. Such written notice may be sent by the owner any time after the commencement of the ninety (90) day period referenced in Paragraphs B and C above. If a nonprofit housing group elects to purchase a particular workforce dwelling unit, they shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the thirty (30) day period, provided a RUP has been issued for the unit prior to closing.
- E. After the expiration of the time period(s) referenced in Paragraphs B, C, and D above, the workforce dwelling units not sold may be offered to the general public as for-sale units subject to established workforce dwelling unit prices and the requirements of the proffered conditions.
- F. A schedule of County-wide cost factors and the cost calculation formula used to determine sales prices will be established initially and may be amended periodically by the County Executive, based upon a determination of all ordinary, necessary, and reasonable costs required to construct the various workforce dwelling unit prototype dwellings by private industry in Fairfax County, after consideration by the County Executive of written comment from the public, the DHCD, and other information that may be available, such as the area's current real estate market and economic conditions.
- G. Sales prices will include, among other costs, a marketing and commission allowance of one and one-half (1 1/2) percent of the sales price for the workforce dwelling unit, provisions for builder-paid permanent mortgage placement costs and buy-down fees, and closing costs, except pre-paid

expenses required at settlement, but will not include the cost of land associated with the workforce dwelling unit. Workforce dwelling units shall be distributed among each of five (5) income range tiers, as follows: 2% of the total number of dwelling units as WDUs serving up to 60% of Area Median Income (AMI) for the Washington D.C. Metropolitan Area as specified annually by the Department of Housing and Urban Development (HUD); 3% serving up to 70% AMI; 5% serving up to 80% AMI, 5% serving up to 100% AMI and 5% serving up to 120% AMI. Nothing provided herein will preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers.

- H. There will be a semiannual review and possible adjustment in workforce dwelling unit sales prices that will be applied to the workforce dwelling unit sales prices initially established by the County Executive adjusted according to the percentage change in the various cost elements as indicated by the U.S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices selected by the County Executive.

#### **8. Administration of Rental Workforce Dwelling Units**

- A. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the rental of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County. The regulation and monitoring of rental workforce dwelling units shall be by the DHCD on behalf of the Board.

For the initial rentals of units, the owner shall send the Board a Notice of Availability and Rental Offering Agreement in a form prescribed by the DHCD, to advise that a particular workforce dwelling unit or units are or will be completed and ready for rental. The Board or its designee has an exclusive right to lease up to one-third (1/3) of the rental workforce dwelling units. Such Notice of Availability and Rental Offering Agreement shall be submitted to and executed by the DHCD prior to the issuance of the first RUP for any dwelling within the development. The notice shall state the number of bedrooms, floor area, amenities, and rent for each unit offered for rental. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling units that are being offered for rental. If the Board elects to assume control for a particular workforce dwelling unit, the Board shall so notify the owner in writing within thirty (30) days from the execution of the notice by the Board. At the owner's option, the Board may lease additional rental units at the workforce dwelling unit rent or market rent as appropriate.

The remaining two-thirds (2/3) of the rental workforce dwelling units within a development are to be offered to persons who meet the established income criteria.

- B. Any workforce dwelling units required pursuant to the proffered conditions that are not leased by the Board are to be leased for a minimum six (6) month period with a maximum renewable term of lease for one (1) year to tenants who meet the eligibility criteria established by the DHCD. The lease agreements for such units shall include conditions that require the tenant to occupy the unit as his or her domicile, that prohibit the subleasing of the unit, that require continued compliance with the applicable eligibility criteria, and that require the tenant to annually verify under oath, on a form approved by the DHCD, his or her annual income and such other facts that the landlord may require in order to ensure that the tenant continues to meet the applicable eligibility criteria.



- C. Eligible tenants must continue to meet the income criteria established by the DHCD in order to continue occupancy of the workforce dwelling unit. However, a tenant who no longer meets such criteria may continue to occupy a workforce dwelling unit until the end of the lease term. Workforce dwelling units not leased by the Board may not be subleased.
- D. By the end of each month, the owner of a development containing rental workforce dwelling units leased to individuals other than the Board shall provide the DHCD with a statement verified under oath that certifies the following as of the first of such month:
  - (1.) The address and name of the development and the name of the owner.
  - (2.) The number of workforce dwelling units by bedroom count and floor area, other than those leased to the Board, which are vacant.
  - (3.) The number of workforce dwelling units by bedroom count and floor area that are leased to individuals other than the Board. For each such unit, the statement shall contain the following information:
    - (i) The unit address, bedroom count and floor area.
    - (ii) The tenant's name and household size.
    - (iii) The effective date of the lease.
    - (iv) The tenant's (household) income as of the date of the lease.
    - (v) The current monthly rent.
  - (4.) That to the best of the owner's information and belief, the tenants who lease workforce dwelling units meet the eligibility criteria established by the DHCD.
  - (5.) The owner will provide the DHCD with a copy of each new or revised annual tenant verification obtained from the renters of workforce dwelling units pursuant to Paragraph B above.
- E. Countywide rental prices shall be established by the County Executive such that rental workforce housing is affordable to households in the following income tiers: 2% of the total number of dwelling units as WDUs serving up to 60% of Area Median Income (AMI) for the Washington D.C. Metropolitan Area as specified annually by the Department of Housing and Urban Development (HUD); 3% serving up to 70% AMI; 5% serving up to 80% AMI, 5% serving up to 100% AMI and 5% serving up to 120% AMI.

Nothing provided herein shall preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers. The base figures shall be adjusted by the following factors for different workforce dwelling unit sizes based on the number of bedrooms in the dwelling unit:

Number of Bedrooms	Adjustment Factor
Efficiency (0 bedroom)	70%
1 Bedroom	85%
2+ Bedrooms	100%

The result of this calculation for each size workforce dwelling unit is then divided by twelve (12), then multiplied by twenty-five (25) percent and rounded to the nearest whole number to establish the rent for the unit, excluding utilities.

- F. There will be a semiannual review and possible adjustment in workforce dwelling unit rental prices that will be applied to the workforce dwelling unit rental prices initially established by the County Executive, adjusted according to the percentage change in the various cost elements as indicated by the U. S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices that are selected by the County Executive. In setting adjusted rental prices, the County Executive may establish different rental classifications and prices that reflect the age and condition of the various rental developments within Fairfax County.

#### **9. Term of Price Control of Workforce Dwelling Units**

- A. For for-sale workforce dwelling units, the price for subsequent resale shall be controlled for a period of thirty (30) years after the initial sale. However, upon any resale, conveyance, and/or transfer to a new owner of such workforce dwelling unit within the initial thirty (30) year period of control, the prices for each subsequent resale and/or transfer to a new owner shall be controlled for a new thirty (30) -year period commencing on the date of such resale, conveyance, and/or transfer of the workforce dwelling unit. Each initial thirty (30) year control period and each renewable subsequent thirty (30) -year control period may be referred to as a sales price control period. For any workforce dwelling unit that is owned for an entire thirty-year control period by the same individual(s), the price control term shall expire and the first sale of the unit after such expiration shall be in accordance with the provisions of this Tysons Policy.
- B. For rental workforce dwelling units, the price for subsequent rental shall be controlled for a period of fifty (50) years from the date of issuance of the RUP for each workforce dwelling unit in the development.
- C. For condominium conversion workforce dwelling units, regardless of the length of time the unit was offered as a workforce rental unit, the initial term of price control for the first sale of the unit after the conversion from a rental unit shall be for a period of thirty (30) years from the date of the initial sale. Subsequent resale of such units shall be administered under the provisions of Paragraph A above.

#### **10. Initial Sale and Re-Sale of Workforce Dwelling Units**

- A. The initial sale of a workforce dwelling unit, including the initial sale of a condominium conversion unit, shall be for a sales price that is approved by the County Executive and shall be made only to a person or household that meets the applicable income qualifications for the occupancy of a workforce dwelling unit and have been issued a Certificate of Qualification by

the Director of the DHCD. It is a violation of the proffered conditions associated with a workforce dwelling unit to purchase a unit or to sell it or otherwise transfer or pledge it as security for an amount higher than the approved sales price during any period of price control.

- B. The owner of each unit to be resold, conveyed, or otherwise transferred to another owner and for the conversion of rental workforce dwelling units to condominium workforce dwelling units shall provide the DHCD with written notification sent by certified mail that the workforce dwelling unit is being offered. The Board has the exclusive right to purchase such unit at a purchase price that does not exceed the control price of the unit at that time. The DHCD shall notify the owner in writing within thirty (30) days after receipt of the written notification from the owner advising whether or not the Board will enter into a contract to purchase the unit on the form approved by the DHCD and subject to certain conditions, such as acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within ninety (90) days after receipt by the DHCD of the written notification of the owner offering the unit for sale, in the event that all such conditions of the contract are satisfied.

If the Board does not elect to purchase an available for-sale workforce dwelling unit, for the first sixty (60) days thereafter that each such individual workforce dwelling unit is offered, the for-sale unit is to be first be offered exclusively through the DHCD to persons who meet the DHCD's criteria, and who have been issued a Certificate of Qualification by the DHCD. Upon the expiration of the sixty (60) day period, the unit may be offered for sale to the general public to persons who meet income requirements hereunder and at the current controlled price.

- C. Units offered for sale shall not be offered for a price greater than the original selling price plus a percentage of the unit's original selling price equal to the increase in the U. S. Department of Labor's Consumer Price-Urban Area Index or such other index selected by the County Executive, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of original sale and the date of resale, plus an allowance for payment of closing costs on behalf of the subsequent purchaser that are paid by the seller. Those features deemed to be substantial and appropriate replacements or improvements of housing components and structural improvements are as set forth by the DHCD. No increase in sales price is allowed for the payment of brokerage fees associated with the sale of the unit, except that with respect to units purchased and resold by the Board, an increase of one and one half (1 1/2) percent of the resale price is allowed for marketing and transaction costs, and with respect to resale by other owners, an increase of one and one-half (1 1/2) percent of the sales price is allowed as a fee to be paid to a real estate broker or agent licensed to conduct residential real estate transactions in the Commonwealth of Virginia who meets the qualifications determined by the DHCD and who serves as a dual agent for both the qualified buyer and the seller in the resale of the workforce dwelling unit in accordance with sales procedures approved by the DHCD. The one and one-half (1 1/2) percent fee shall be paid to such real estate broker or agent by the seller at the time of settlement of the resale of the workforce dwelling unit as part of the disbursement of settlement proceeds.
- D. For the initial sale of a workforce dwelling unit after the expiration of the term of price control established for the unit, the Board has the exclusive right to purchase the unit. The owner of each such unit shall provide the DHCD with written notification sent by registered or certified mail that the unit is for sale. If the Board elects to purchase such unit, the DHCD shall so notify the owner in writing within thirty (30) days of receipt of the written notification from the owner



and the all cash closing shall occur within sixty (60) days thereafter.

In all instances, whether or not the Board elects to purchase such unit, one-half (1/2) of the amount of the difference between the net sales price paid by the purchaser at such sale and the owner's purchase price plus a percentage of the unit's selling price equal to the increase in the U.S. Department of Labor's Consumer Price-Urban Area Index, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of the owner's purchase and the date of resale is to be contributed to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlements proceeds. Notice of such equity interest of the Fairfax County Housing Trust Fund may be evidenced by a document recorded among the land records of Fairfax County, Virginia, encumbering any workforce dwelling unit. Net sales price shall exclude closing costs such as title charges, transfer charges, recording charges, commission fees, points, and similar charges related to the closing of the sale of the property paid by the seller. All amounts necessary to pay and satisfy any and all liens, judgments, deeds of trust, or other encumbrances on the unit, other than the equity interest of the Fairfax County Housing Trust Fund, shall be paid by the seller out of proceeds of the seller from such sale, as determined in accordance with this paragraph, or shall be paid otherwise by the seller. In no event shall any such amounts required to be paid by the seller reduce the amount, as determined in accordance with this paragraph, which is to be contributed to the Fairfax County Housing Trust Fund pursuant to this paragraph.

#### **11. Financing Control and Foreclosure of Workforce Dwelling Units**

- A. The total aggregate amount of principal and accrued interest for all financing secured by an individual for-sale workforce dwelling unit shall not exceed the owner's purchase price (as adjusted in accordance with this Tysons Policy). Any financing in excess of the owner's purchase price, as adjusted, shall not be secured by any interest in the applicable individual for-sale workforce dwelling unit.
- B. The covenants required pursuant to the Tysons Policy shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest, except that the covenants may be released for an individual for-sale workforce dwelling unit in the event of foreclosure by an Eligible Lender, as such term is defined in Paragraph C below, as and only to the extent provided for in this Policy. In the event of foreclosure of a development comprised solely of rental multiple family dwelling units, where such development contains workforce dwelling units, the covenants shall not be released.
- C. An Eligible Lender is defined as an institutional lender holding a first priority purchase money deed of trust on an individual for-sale workforce dwelling unit or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, provided that such refinancing does not exceed the outstanding principal balance of the existing purchase money first trust indebtedness on the unit at the time of refinancing. An Eligible Lender shall have the right to foreclose on a rental project or a workforce dwelling unit, and the covenants on an individual workforce dwelling unit may terminate upon such foreclosure by the Eligible Lender or upon the sale of the workforce dwelling unit by a trustee on behalf of the Eligible Lender to a bona fide purchaser for value at a foreclosure sale if all the requirements set forth in

this Tysons Policy, the applicable proffers, the covenants, and/or all other applicable regulations with respect to such foreclosure sale are satisfied. Such requirements include, but are not limited to, providing the County Executive and the Board written notice of the foreclosure sale proposed and the Right to Acquire, as such term is defined in this Tysons Policy.

- D. No sale, pledge of a security interest in, or other transfer or foreclosure of a workforce dwelling unit will affect the validity of the covenants, except as set forth in this Tysons Policy.
- E. Each Eligible Lender and any other lender secured by an interest in the workforce dwelling unit is required to provide written notice of a foreclosure to the County Executive and the DHCD at least ninety (90) days prior. At any time during such ninety (90) day period, the Board or a nonprofit agency designated by the County Executive shall have the Right to Acquire any individual for-sale workforce dwelling unit. The Right to Acquire entitles the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit(s) at or before any foreclosure sale for which such notice has been given upon payment in full of the outstanding indebtedness on the workforce dwelling unit owed to the lender, including principal, interest, and fees that together in the aggregate do not exceed the amount of the owner's purchase price, as adjusted in accordance with this Policy, and other reasonable and customary costs and expenses (the Outstanding First Trust Debt), with no owner, prior owner, or other party, whether secured or not, having any rights to compensation under such circumstances.
- F. In the event that neither the Board nor the nonprofit agency designated by the County Executive exercises the Right to Acquire and the individual for-sale workforce dwelling unit is sold for an amount greater than the Outstanding First Trust Debt, the remaining amount in excess of the Outstanding First Trust Debt shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlement proceeds.

## **12. Covenants and Deed Notification**

- A. In developments containing workforce dwelling units, Workforce Housing covenants that are applicable to the workforce dwelling units and that run in favor of the Board and are in the specific form prescribed by the Director of the DHCD providing, among other things, that the workforce dwelling units are subject to the provisions of this Tysons Policy and/or any other policies established through the proffered conditions, shall be recorded upon approval of the site plan and/or simultaneously with the recordation of the final subdivision plat or, in the case of a condominium, recorded simultaneously with the condominium declaration.
- B. The covenants shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest.
- C. In developments containing for-sale workforce dwelling units, at the time of the initial sale of an individual workforce dwelling unit, the owner/applicant shall provide in the sales contract for each workforce dwelling unit offered for sale a copy of the recorded covenant running with the land in favor of the Board. The owner/applicant shall include in the deed for each workforce dwelling unit sold an express statement that the workforce dwelling unit is subject to proffered conditions setting forth specific terms and conditions and the covenants recorded pursuant to this Tysons Policy with a specific reference to the deed book and the page where such covenants

are recorded and such deed may also attach a copy of the covenants. At the time of the initial sale and any resale of an individual workforce dwelling unit, the owner/applicant shall also include in the deed for each workforce dwelling unit sold an express statement that the total aggregate amount of indebtedness that may be secured by the workforce dwelling unit is limited and that other terms and conditions apply, including, but not limited to, a right for the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit on certain terms in the event of a pending foreclosure sale.

- D. In the case of a rental project, prior to the issuance of the first Residential Use Permit for the development and the offering for rent of any workforce dwelling units, the owner shall record a covenant running with the land in favor of the Board and which is on the specific form prescribed by the DHCD that provides that the workforce dwelling units are subject to proffered conditions setting forth specific terms and conditions, that no such unit may be rented for an amount that exceeds the limits set by the County Executive, that the covenant shall be senior to all instruments securing permanent financing, and that the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

### **13. Occupancy of Workforce Dwelling Units**

- A. Before an individual may purchase a workforce dwelling unit, he or she must obtain a Certificate of Qualification from the Director of the DHCD. Before issuing a Certificate of Qualification, the DHCD will make the determination that the applicant meets the criteria established by the DHCD for low and moderate income persons applicable to for-sale workforce dwelling units.
- B. Before an individual may rent a workforce dwelling unit, he or she must meet the eligibility criteria established by the DHCD for persons of low and moderate income. The landlord/owner is responsible for determining that the tenant meets the eligibility criteria applicable to tenants in rental workforce dwelling units.
- C. Except for circumstances specifically set forth in this Tysons Policy, it is a violation of this Tysons Policy for someone to sell a workforce dwelling unit to an individual who has not been issued a Certificate of Qualification by the DHCD.
- D. Except for circumstances specifically set forth in this Tysons Policy, it is a violation of this Tysons Policy for someone to rent or continue to rent a workforce dwelling unit to an individual who does not meet or fails to continue to meet the income eligibility criteria established by the DHCD.
- E. Purchasers or renters of workforce dwelling units must occupy the units as their domicile and shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the units. Owners of for-sale workforce dwelling units shall forward such affidavit to the DHCD on or before June 1 of each year that they own the unit. Renters shall provide such affidavit to their landlords/owners by the date that may be specified in their lease or that may otherwise be specified by the landlord/owner.
- F. In the event the renter of a workforce dwelling unit fails to provide his or her landlord/owner with an executed affidavit as provided for in the preceding paragraph within thirty (30) days of a



written request for such affidavit, then the lease will automatically terminate, become null and void, and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner. It is a violation of this Tysons Policy for an owner of a workforce dwelling unit to fail to provide the executed affidavit required by Paragraph E above.

- G. Except as specifically provided for in this Tysons Policy, in the event a renter of a workforce dwelling unit no longer meets the eligibility criteria established by the DHCD, as a result of increased income or other factors, then at the end of the lease term, the occupant will vacate the unit.
- H. In the event a renter fails to occupy a workforce dwelling unit for a period in excess of sixty (60) days, unless such failure is approved in writing by the DHCD, a default shall occur. The lease shall automatically terminate, become null and void and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner.
- I. Notwithstanding the provisions of Paragraphs F, G, and H above, if the landlord/owner of a rental project shall immediately designate an additional comparable unit as a workforce dwelling unit to be leased under the controlled rental price and requirements of this Tysons Policy, the renter of such unit referenced in Paragraphs F, G, and H above may continue to lease such unit at the market value rent.

**THIS BOARD POLICY for the Tysons Corner Urban Center Workforce Dwelling Unit Administrative Guidelines is effective on this 22<sup>nd</sup> day of June, 2010.**



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NANCY VEHRs

Clerk to the Board of Supervisors

ACTION - 2

Authorization to Enter into Three Party Agreement with the Washington Metropolitan Area Transit Authority (WMATA) and Motivate, Inc., for Operation of Capital Bikeshare on WMATA Property

ISSUE:

Board approval for the Director of the Department of Transportation to execute an Agreement and subsequent renewals of the Agreement in substantial form as Attachment 1 with WMATA and Motivate, Inc., to locate and operate Capital Bikeshare stations on WMATA Property in Fairfax County. The Board previously approved a substantially similar version of the Agreement on October 6, 2016. The 2016 Agreement has expired.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors authorize the Director of the Department of Transportation to execute an Agreement in substantial form as Attachment 1, and subsequent renewals of the Agreement in substantially the same form, with WMATA and Motivate, Inc, to locate and operate Capital Bikeshare stations on WMATA property in Fairfax County.

TIMING:

Board action is requested on October 30, 2018, to allow Fairfax County Department of Transportation (FCDOT) to continue the operation of the previously installed station at the Tysons Corner Metrorail Station.

BACKGROUND:

Bikeshare is a transportation system that allows individuals to check out a bike and ride short to moderate distances from station to station. A system of bikeshare stations and bicycles are set up in an area to allow participants to travel between destinations that are generally further than walking, without driving. As a result, roadway congestion is reduced.

In the Washington D.C. area, Capital Bikeshare is the existing bikeshare system that operates in the District of Columbia, Arlington County, Alexandria, Montgomery County, and Prince George's County. There are currently over 500 stations in the Capital Bikeshare system in these jurisdictions. In January 2016, the Board authorized the establishment of a bikeshare system in Fairfax County, initially with 15 stations in Reston and



14 stations in Tysons. Fairfax County currently has funding to expand Capital Bikeshare in the Providence District, Reston and Vienna area.

This agreement sets the terms and conditions for Motivate, Inc, the bikeshare contractor for Fairfax County, to operate a bikeshare station (and install and operate any subsequent stations) on WMATA property at the Metrorail stations. These agreements between the local jurisdiction, WMATA and Motivate, Inc, to operate Capital Bikeshare stations at Metrorail stations are standard around the region.

FISCAL IMPACT:

There is no fiscal impact as a result of this agreement.

ENCLOSED DOCUMENTS:

Attachment 1 - Three Party Agreement

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation  
(FCDOT) Todd Wigglesworth, Chief, Coordination and Funding Division,  
FCDOT

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division,  
(FCDOT) Nicole Wynands, Bicycle Program Manager, Capital Projects and  
Traffic Engineering, (FCDOT)

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney, OCA

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

## REAL ESTATE PERMIT

**THIS REAL ESTATE PERMIT** (hereinafter "**Permit**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (hereinafter "**Effective Date**"), by and between the **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic with principal offices at 600 Fifth Street, NW, Washington, DC 20001 (hereinafter "**WMATA**") and **MOTIVATE INTERNATIONAL, INC., d/b/a Capital Bikeshare**, a Delaware corporation authorized to do business in the District of Columbia, the State of Maryland, and the Commonwealth of Virginia, with offices at 6035 Blair Road, NW, Washington, DC 20011 ("**Motivate**") and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY**, acting by and through the **Fairfax County Department of Transportation** with offices at 4050 Legato Road, Suite 400, Fairfax, VA 22033 (hereinafter "**the County**"). Motivate and the County are hereinafter jointly referred to as ("**Permittee**"). Permittee and WMATA are sometimes referred to herein jointly as the "**Parties**" or individually as a "**Party**."

## WITNESSETH:

**RECITAL 1**, Fairfax County ("**County**") and Motivate International, Inc. ("**Motivate**") entered into an Agreement dated September 26, 2016 (Alexandria Contract #00000576 and Contract #4400007032) and as extended July 1, 2018 ("**County-Motivate Agreement**"), attached hereto and made a part hereof as **Exhibits A and A-1**, in which the County contracted with Motivate to provide services related to the assembly, installation, operation, and maintenance of bicycles, bikeshare stations, and related equipment for the operation and maintenance of the Capital Bikeshare Program at locations in Fairfax County, Virginia; and

**RECITAL 2**, Permittee has requested permission from WMATA to enter upon and use a portion of WMATA's property at various Metrorail Stations in Fairfax County, Virginia and to install and operate Capital Bikeshare Stations ("**Bicycle Stations**") and to perform the related work as more fully described in Section 5 below; and

**RECITAL 3**, WMATA has agreed to allow Permittee and its contractor(s), subcontractor(s) and consultants (hereinafter "**Contractor**" and collectively with the Permittee "**Permitted Parties**" or individually a "**Permitted Party**") the right and privilege to enter upon and use WMATA property to perform the above-referenced work upon the terms and conditions specifically set forth in this Permit; and

**NOW, THEREFORE**, in consideration of the sum of **ONE DOLLAR** (\$1.00) and for the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.**  
The Recitals set forth above and attached Exhibits are incorporated herein by reference and have the same force and effect as if fully hereinafter set forth.
2. **Permitted Premises.**  
The Permitted Premises are located at the Tysons Corner Metrorail station, as further identified on **Exhibit B**, attached hereto and made a part hereof (hereinafter "**Permitted Premises**").

**3. Use of Permitted Premises.**

In accordance with the terms and conditions of this Permit, WMATA grants unto Permitted Parties the right to access the Permitted Premises for the following purposes:

- 3.1** Permittee is authorized to install and operate Bicycle Stations in the location and of the dimensions indicated on Exhibit B in accordance with WMATA's prior written approval.
- 3.2.** In no event will Permitted Parties enter the bus bay areas and bus bay lanes of any Metrorail station at any time. In the event Permitted Parties enter any bus bay area or bus bay lane, such entry shall constitute an event of default under Section 10 hereunder and WMATA shall have the right to terminate this Permit in accordance with Section 10.
- 3.3.** Permitted Parties may only advertise its services on the Bicycle Stations equipment. No other commercial advertising is allowed on the Permitted Premises or on any WMATA property or facility of any kind.

**4. Additional Bicycle Stations**

Upon the written request of County, WMATA may allow Permitted Parties to install Bicycle Stations at other Metrorail stations in Fairfax County, Virginia. In the event WMATA agrees to allow additional installations:

- 4.1.** Any additional Bicycle Station locations will be added to this Permit by an amendment, the form of which is attached hereto and made a part hereof as **Exhibit C**.
- 4.2.** Permittee shall not install any additional Bicycle Stations on any WMATA property without a fully executed amendment executed by all Parties.

**5. Conditions on Use.**

- 5.1.** This Permit may only be exercised by Permitted Parties upon WMATA's review and written approval of the Bicycle Station location and installation schedules to be submitted prior to or at the pre-construction meeting required in Section 5.8 below. Locations shall not block pedestrian or vehicle access to WMATA services or facilities, including but not limited to bus bays, bus loading areas and rail transit stations.
- 5.2.** All work shall be planned and performed in accordance with the direction of the Office of Parking ("**PARK**") staff or any other designated WMATA department.
- 5.3.** Permitted Parties shall submit at least five (5) copies of all product specifications for review and approval at the pre-construction meeting or within 30 business days of execution of this Permit to WMATA's Office of Parking, Attention: Pedestrian and Bicycle Project Manager, Room 5B, 600 Fifth Street, NW, Washington, DC 20001.
- 5.4.** WMATA will review and provide written comments or approval on the above submittals to Permitted Parties within thirty (30) business days after receipt of the documents. If approval is denied, a re-submittal for approval with all comments

resolved shall be made to WMATA. This action shall be repeated until WMATA conveys final written approval. The document submittal approved by WMATA shall constitute the Approved Construction Drawings and Specifications (hereinafter "**Approved Drawings and Specifications**"). No work on the Permitted Premises shall commence until Approved Drawings and Specifications are finalized. Permittee must complete installation of all Bicycle Stations within fifteen (15) calendar days of WMATA final approval or the date agreed to in the pre-construction meeting, whichever occurs first.

- 5.5. No changes may be made to the Approved Drawings and Specifications without the prior written approval of PARK's Pedestrian and Bicycle Project Manager (see **Subsection 5.8** below).
- 5.6. The safety and traffic maintenance plans, operation sequences and equipment positioning plans must ensure adequate safety for WMATA employees and the general public entering/exiting WMATA facilities by car, on foot, riding on WMATA trains and buses and on bicycles and must be approved by WMATA in writing prior to the start of any work.
- 5.7. WMATA's approval of the Drawings and Specifications is solely for WMATA's own purposes and benefit, does not constitute review or approval thereof for any other purpose or for Permitted Parties' or any third party's benefit, and may not be relied on for any such other purpose or benefit. WMATA accepts no liability and waives none of its rights under this Permit solely by reason of its approval of any drawings or specifications and including the Approved Bicycle Station location.
- 5.8. Permitted Parties shall contact Ms. Gail Tait-Nouri at (202) 962-1581 to schedule a pre-construction meeting. This request shall be made at least ten (10) business days prior to any planned start of work on the Permitted Premises. At this meeting, Ms. Tait-Nouri will provide contact information for the day-to-day WMATA operational contact.
- 5.9. Upon written approval from WMATA, Permitted Parties may conduct the necessary exploration or tests to determine the location of WMATA's existing facilities, if applicable.
- 5.10. Swinging a crane and suspended loads over WMATA property/facilities is strictly prohibited except with WMATA's written approval. If WMATA authorizes construction activities which involve swinging a crane and suspended loads over WMATA property/facilities, such work shall be performed only during the time agreed to by Office of Parking staff at the pre-construction meeting. Due to WMATA's operating requirements, crane work will be scheduled at WMATA's sole discretion. Crane certification/inspection paperwork must be submitted to WMATA's Construction Inspection Facilitator assigned by the Office of Joint Development and Adjacent Construction (JDAC). Attached to the crane certification must be: (i) the crane operation plans; and (ii) a description of the crane work plan and time frames. All construction equipment used in the work shall be oriented in accordance with the

instructions of WMATA's Construction Inspection Facilitator assigned by JDAC.

- 5.11. If in the future Permittee requires utilities during the term of this Permit, a new construction plan must be submitted to WMATA for approval at that time. All utilities and structures must be located by Permitted Parties in advance of work by using WMATA As-Built Drawings and Miss Utility information and must be protected from any damage. Permitted Parties should be aware that WMATA As-Built Drawings may not reflect current site conditions and WMATA will not be responsible for any damage caused by such inaccuracies. Any excavation in the vicinity of WMATA or any power company power feeders to the Metrorail system or other underground utilities within the Permitted Premises shall be through hand excavation.
- 5.12. Permitted Parties accept the Permitted Premises and adjacent areas in an "as is" condition, including any possible concrete over-pours, sheeting and shoring which remain in place, inaccurate location of utilities or portions of the facilities and similar conditions. It shall be Permitted Parties' responsibility to verify the actual location of existing facilities, structures and utilities on the Permitted Premises and Permitted Parties shall perform a pre-construction survey and provide WMATA with a copy. Permitted Parties agree that the existence of any unknown or inaccurately portrayed facility will not be the subject of a claim against WMATA.
- 5.13. Flammable liquids shall not be stored within twenty-five (25) feet horizontally or vertically, regardless of topographic or man-made barriers, of WMATA underground facilities, except in the tanks of automobiles. If a flammable liquid storage container of any kind is to be installed between twenty-five (25) and one hundred (100) feet of WMATA underground facilities, protective encasement of the storage container will be required in accordance with NFPA STD 130. Existing underground tanks located within one hundred (100) feet of WMATA facilities and scheduled to be abandoned are to be disposed of in accordance with Appendix C of NFPA STD 130.
- 5.14. WMATA reserves the right to inspect the Permitted Premises at any time. Additionally, WMATA reserves the right to inspect, at reasonable times, Permittee's activities for conformance with the Approved Construction Drawings and Specifications and Occupational Safety and Health Administration safety requirements to ensure that WMATA's interests (and operations) are not impeded at any time. WMATA's designated representative(s) shall have full access to the Permitted Premises for the purpose of determining the safety of the work and the impact on WMATA operations, and such person(s) shall have the absolute authority to stop all work if, in WMATA's sole opinion, Permitted Parties are acting in a manner that is unsafe for WMATA operations, the work is not in full compliance with the Approved Bicycle Station location and Approved Drawings and Specifications or is interfering with efficient WMATA operations.
- 5.15. WMATA reserves the right to require the relocation of the Bicycle Stations installed under this Agreement at its sole discretion, from time to time, as deemed necessary. Permittee will be provided with not less than thirty (30) days-notice and Motivate shall relocate the Bicycle Stations at its sole cost and expense.

- 5.16. Permittee shall furnish WMATA with copies of Contractor's claims, change orders and schedule updates.
- 5.17. Permittee's obligations under this Permit shall survive until WMATA's written acceptance of site restoration as further described in Section 13 herein.
- 5.18. If WMATA determines that directional signs are required at any location on WMATA property to safely direct and notify bicyclists, pedestrians, cars, and other vehicles of the route to the Bicycle Station, Permittee shall construct and install such signs with the prior written approval of WMATA.
- 5.19. Permittee's service vehicles may only park in the spot designated on the attached Exhibits entitled Bicycle Station Location and Access Plan, if designated, when servicing the Permitted Premises.
- 5.20. Permitted Parties shall maintain the Permitted Premises in a clean and presentable manner.

6. **Term of Agreement.**

This Permit commences on the Effective Date and terminates on June 30, 2020 (hereinafter "**Term**") unless terminated as provided in Section 9 and Section 10 herein. The Term of this Permit shall run concurrently with the County-Motivate Agreement, which includes three (3) one-year renewal option periods. The final option period terminates June 30, 2021, the expiration date.

6.1. Permitted Parties shall provide copies of all documents altering, amending, or extending the County-Motivate Agreement within fifteen (15) days of full execution of any such document.

6.2. Permitted Parties shall provide copies of all new agreements entered into between County and Motivate within fifteen (15) days of full execution of such new agreements.

7. **Extension Option.**

So long as WMATA has received copies of any extension agreements or documentation between the County and Motivate that extends the term of the County-Motivate Agreement, the Term of the Permit shall be extended accordingly to remain coterminous with the County-Motivate Agreement.

8. **Assignment.**

This Permit is not assignable or transferable by Permittee in any way. The rights, privileges, duties and obligations extended to or assumed by Motivate or the County are personal to each such party individually.

9. **Suspension/Termination.**

9.1. WMATA may suspend this Permit, in whole or in part, at its sole option and discretion at any time, if any condition created by Permitted Parties on or about the Permitted

Premises threatens the safety or security of the Permitted Premises, any WMATA operation or function, or the public, or is in violation of any applicable regulations, policies, instruction or directions by WMATA, or laws and rules whether federal, state, county or municipal, relating to this Permit and any Permitted Party's work hereunder. If Permitted Parties do not correct the condition which serves as the basis for WMATA's suspension decision within ten (10) calendar days following receipt of written notice of such condition from WMATA, then WMATA may terminate this Permit, in whole or in part, by notice to Permittee without any further opportunity to cure such condition.

- 9.2. This Permit may also be terminated or revoked by WMATA, in whole or in part, at its sole option and discretion, at any time, if deemed necessary by WMATA for the purposes of safety, security, operational necessity or any overriding public requirement.
- 9.3. This Permit may be terminated at any time by Permittee by providing ten (10) calendar days prior written notice to WMATA.
- 9.4. Upon termination or earlier revocation of this Permit, all Permitted Parties shall remove their equipment and restore the Permitted Premises within fifteen (15) calendar days to be scheduled and approved by JDAC staff in accordance with Section 13 below at the sole cost of Permittee. All obligations and liabilities of Permitted Parties under this Permit shall survive the termination of this Permit pursuant to this Section or the expiration of the Permit pursuant to Sections 6 and, if applicable, 7 above.

**10. Default/Termination.**

- 10.1. Permittee shall be deemed to be in default of this Permit if any Permitted Party shall fail to observe or perform any of the provisions, covenants, conditions, or agreements contained herein and such failure shall continue for a period of ten (10) calendar days after written notice is given by WMATA. If an event of default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, terminate this Permit by written notice to Permittee, whereupon this Permit shall end and all rights of Permitted Parties hereunder (but not their liabilities) shall expire and terminate. Upon such termination by WMATA, and without in any way limiting the remedies available to WMATA at law, in equity or under the terms of this Permit, Permittee shall at once remove all Permitted Parties, their persons and equipment from the Permitted Premises, and restore the Permitted Premises in accordance with Section 9.4 and Section 13 herein.
- 10.2. Upon the expiration or early termination of the Permit, the Parties agree as follows:
  - 10.2.1. Motivate International, Inc. shall immediately comply with the removal and restoration provisions of this Permit.

**10.2.2.** In the event that Motivate International, Inc. fails to comply with the removal and restoration provisions of this Permit, Fairfax County shall have the obligation to undertake the removal and restoration requirements.

**10.2.3.** In the event that neither Motivate International, Inc. nor Fairfax County has promptly complied with the removal and restoration provisions contain herein, WMATA may undertake the requirements on behalf of the Permitted Parties and may seek to recover its costs as allowed by law and equity.

**10.3.** Upon expiration or early termination of this Permit, WMATA may enter into or repossess the Permitted Premises either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such reentry, repossession or removal. Nothing in this Section 10 shall be deemed to limit in any way WMATA's independent right under Section 9 above to suspend or terminate this Permit.

**11. Conduct of Work.**

**11.1.** In the conduct of work undertaken herein, Permitted Parties shall require all parties working on the Permitted Premises to exercise all normal and reasonable safety precautions.

**11.2.** WMATA requires that all persons working under this Permit wear a Company issued identification card.

**12. Employee and Public Safety.**

Barricades, fences, signs, lanterns and other suitable devices necessary for employee and public safety shall be provided and adequately maintained by Permitted Parties at their sole cost and expense.

**13. Restoration.**

Upon the first to occur of the expiration or termination of this Permit, Permitted Parties shall remove all of their equipment, and restore the Permitted Premises to its previous condition, reasonable wear and tear accepted, or in accordance with the pre-approved plans and specifications and to WMATA's satisfaction.

**14. Responsibility for Licenses and Permits.**

Permitted Parties shall be responsible for obtaining any necessary licenses and permits for the work authorized under this Permit, including transportation and disposal of materials.

**15. Compliance with Orders and Directions of WMATA.**

With respect to all work authorized under this Permit, Permitted Parties shall at all times conform with and abide by the reasonable orders and directions of WMATA officials or their duly authorized representatives, regardless of whether such orders and directions are oral or written.

**16. Non-Interference with WMATA Activities.**

Pursuant to the terms of this Permit, Permitted Parties may only use the Permitted Premises



in such manner and at such times as not to interfere with the use, construction, maintenance, repair and operations of WMATA. Without limiting the foregoing, Permitted Parties must comply with any "maintenance of traffic" plan required by WMATA and/or the applicable jurisdictional Department of Transportation.

**17. Damage to WMATA Property.**

Motivate shall be responsible for, and must make good at its own expense, all damage to WMATA property caused in whole or in part by the acts or omissions of any Permitted Party and others acting on behalf of a Permitted Party in carrying out the operations authorized under this Permit. Motivate shall ensure that such repair or replacement is carried out within fifteen (15) business days of Permittee's receipt of notice from WMATA except in the case of an emergency as determined by WMATA in its sole discretion, in which event Motivate's obligation of repair or replacement shall be immediate upon receipt of notice from WMATA.

**18. Utility Charges.**

Permitted Parties shall not connect to any WMATA utilities at any time.

**19. Indemnification.**

**19.1.** Motivate International, Inc. shall, and shall contractually require all Contractors working on the Permitted Premises to, indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, actions, proceedings, liabilities, losses, demands, damages, obligations, penalties, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of Permittee or any Permitted Party, and for loss or damage to any property, occurring to the extent caused by the acts, errors or omissions of Permittee or any Permitted Party, or any employee, agent or representative of Permittee or any Permitted Party in connection with this Permit. Motivate's indemnification and defense obligations in the preceding sentence shall not apply to the extent any loss arises out of the negligence of the party to be indemnified hereunder.

**19.2.** Motivate International, Inc. shall, and shall contractually require all Contractors working on the Permitted Premises to, indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, actions, proceedings, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorney's fees, related to, arising from or attributable to any effluent or other hazardous waste or substance, toxic waste or substance, contaminant, pollutant, petroleum or petroleum-based product, asbestos, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Permitted Premises by Permitted Parties or anyone acting on their behalf.

**19.3.** If any claim, demand, action or proceeding relating to the indemnification required by this Section 19 is brought against WMATA, then upon written notice from WMATA to Motivate International, Inc. it shall, at its expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be

unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. Motivate shall be jointly and severally liable with any Contractor directly responsible for any claim, demand, action, proceeding, liability, loss, damage, obligation, penalty, cost, charge or expense arising under this Permit, and nothing in this Permit shall be deemed to relieve Motivate from ultimate liability for any obligation of Motivate or the County under this Permit.

- 19.4.** Motivate International, Inc. understands and agrees that it is Motivate International, Inc.'s and all Contractors working in the Permitted Premises, responsibility to provide indemnification to WMATA pursuant to this Section 19. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of insurance to fully fund any indemnification shall not relieve Motivate International, Inc. and Contractors of any obligation assumed under this indemnification.

**20. Insurance.**

- 20.1.** Motivate International, Inc. shall procure and cause all Contractors working on the Permitted Premises to procure, at their sole cost and expense, and maintain in force at all times during the Term of this Permit, the insurance listed in Section 20.11 below. No work may proceed until evidence of insurance has been received and approved in writing by WMATA, and WMATA may suspend any work in progress if it determines that work is proceeding without such approved insurance in effect. All insurance companies must have an A.M. Best rating of "A-/VII" or better and be approved by WMATA. All required insurance policies must:
- 20.1.1.** Be written in accordance with the requirements as applicable.
  - 20.1.2.** State or be endorsed to provide that the coverage afforded under the policies shall apply on a primary basis and not on an excess or contributing basis with any policies that may be available to WMATA.
  - 20.1.3.** Have self-insurance retentions or policy deductibles no greater than \$250,000, unless approved in writing by WMATA.
- 20.2.** As may be required in any insurance policy carried by any Permitted Party, this Permit is understood and agreed to be a written contract or an Insured Contract between that Permitted Party and WMATA.
- 20.3.** Motivate International, Inc. or Contractor shall give at least thirty (30) days prior written notice to WMATA's Office of Insurance if any required insurance policy is canceled, materially changed, or non-renewed, or if policy limits have been exhausted.
- 20.4.** The insurance limits required herein may be met through primary and umbrella/excess policies. "Claims Made" insurance policies are not acceptable unless approved in advance by WMATA.

- 20.5.** Motivate shall require each subcontractor working on the Permitted Premises, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to WMATA, or Motivate may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted to WMATA so stipulates.
- 20.6.** The limits of liability included herein are minimum limits.
- 20.7.** Motivate International, Inc. shall require Contractors to furnish evidence of all required insurance in the form of a certificate of insurance (hereinafter "**COI**"), including all applicable endorsements, at least three (3) business days prior to the start of any work on the Permitted Premises. However, if Railroad Protective Liability and/or Builder's Risk insurance is required, a copy of the entire policy shall be submitted to WMATA. WMATA reserves the right to receive copies of any other policies of required insurance as denoted below. If requested by WMATA, Permittee shall have Permitted Parties deliver to WMATA, within ten (10) business days of the request, a copy of such policies, certified by the insurance carrier as being true and complete.
- 20.8.** COIs provided by Motivate shall:
- 20.8.1.** Disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage.
  - 20.8.2.** Show WMATA as an Additional Insured for Commercial General Liability and Automobile Liability.
  - 20.8.3.** Reference this Permit by naming Motivate International, Inc. on the COI and "Real Estate Permit dated (enter Permit Effective Date).
  - 20.8.4.** Include as attachments all required endorsements.
  - 20.8.5.** Include policy numbers in all endorsements.
  - 20.8.6.** Show WMATA as the Certificate Holder.
- 20.9.** At least three (3) days prior to the expiration of the policies, Motivate International, Inc. shall have Permitted Parties provide renewal COIs and all applicable endorsements to WMATA, with terms and limits no less favorable than the expiring insurance policies (including the complete Railroad Protective Liability Insurance policy, if applicable).
- 20.10.** Evidence of insurance coverage shall be sent to:
- Director  
Office of Insurance  
Washington Metropolitan Area Transit Authority

600 Fifth Street, NW, Room 8F  
Washington, DC 20001

**20.11. Required Insurance.**

- 20.11.1. Commercial General Liability Insurance** with minimum limits of \$2,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow the form of the underlying policy and be extended to “drop down” to become primary in the event the primary limits are reduced or aggregate limits are exhausted. The coverage shall include Terrorism coverage and Additional Insured Endorsement naming WMATA.
- 20.11.2.** WMATA requires a copy of the additional insured endorsement(s) form(s) including ongoing and completed operations be attached to the certificate of insurance. Acceptable forms are the ISO forms: CG 20 26 04 13 (or an equally acceptable endorsement). WMATA requires that contractual exclusion for work within 50 feet of railroad property (if one exists) is deleted from Permittee’s General Liability Policy by way of ISO form CG 24 17.
- 20.11.3. Workers’ Compensation Insurance** meeting the statutory requirements of the jurisdiction where the work will be performed, including Employer’s Liability coverage with minimum limits of \$1,000,000 each accident or disease.
- 20.11.4. Business Automobile Liability Insurance** with minimum limits of \$2,000,000 per occurrence covering Permitted Parties against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle. WMATA shall be added as an Additional Insured on the policy.

**21. Non-Liability of WMATA or the County.**

WMATA and the County shall have no liability for any injury or property damage whatsoever, unless the same arises from its own gross negligence or willful misconduct. Neither the grant of this Permit, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this Permit shall be deemed to waive WMATA’s immunity as a sovereign entity. Nothing in this Permit shall be deemed to waive the County’s immunity as a sovereign entity.

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

**22. Non-Responsibility of WMATA.**

WMATA shall have no responsibility for the operation and maintenance of Permittee's Bicycle Stations.

**23. No Impairment of WMATA's Title.**

This Permit constitutes a mere license, and nothing in this Permit and no action or inaction by WMATA shall be construed to mean that WMATA has granted Permittee or any other person or entity any legal or equitable estate in the Permitted Premises, or any right, power, or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge, or other encumbrance upon the estate of WMATA in the Permitted Premises. In amplification and not in limitation of the foregoing, Motivate shall not allow any portion of the Permitted Premises to be used by any persons or entities in such manner as would likely impair WMATA's title or interest in the Permitted Premises or would result in a claim of adverse use, adverse possession, prescription, dedication or other similar claims with respect to the Permitted Premises or any part thereof.

**24. Compliance with All Laws, Rules and Regulations.**

Permitted Parties shall comply with all applicable laws, rules and regulations, policies, instructions and directives, whether federal or local, relating to this Permit and Permitted Parties' work hereunder. Should any Permitted Party's work involve use of, or create materials considered to be hazardous or toxic substances or waste which require special handling, Permittee shall ensure that disposal is made in accordance with applicable environmental laws and regulations including, but not limited to the *Resource Conservation Recovery Act* and the *Toxic Substances Control Act* and where required, shall include preparation and filing of reports and travel manifest documents. WMATA shall be provided with copies of all such reports and documents.

**25. Notices.**

Notices given in connection with this Permit shall be in writing and shall be sent by: (i) registered or certified mail, return receipt requested; (ii) hand delivery; (iii) a nationally recognized overnight courier service for next business day delivery; or (iv) any telecommunications device capable of creating a written record of such notice and its receipt. Notices and other communications shall be deemed to have been given on the date of actual receipt (refusal to accept delivery or inability to make delivery because the intended recipient has not provided a correct or current address shall constitute receipt as of the time of attempted delivery).

If to WMATA:  
Director  
Office of Real Estate  
and Parking  
WMATA  
600 Fifth Street, NW  
Washington, DC 20001

If to Permittee:  
Eric Gilliland  
Motivate International, Inc.  
6035 Blair Road, NW  
Washington, DC 20011

With a copy to Day-to Day Contact:  
Nicole Wynands

Bicycle Program Coordinator  
Department of Transportation  
Fairfax County  
4050 Legato Road, Suite 400  
Fairfax, VA  
22033 [Nicole.wynands@Fairfaxcou  
nty.gov](mailto:Nicole.wynands@Fairfaxcounty.gov) 703-877-5625

**26. Officials Not To Benefit.**

**26.1** No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person's family, shall be admitted to any share or part of this Permit, or to any benefit that may arise therefrom; but this provision shall not apply if this Permit is made with a corporation or other entity with which such official or family member has only a de minimis (in WMATA's sole opinion) contractual or ownership interest. Permittee warrants, represents and agrees that as of the date of this Permit, no person described in this Subsection, nor any entity with which such person is affiliated, has any such interest in any Permitted Party. Permittee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and agreement and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.

**26.2** No member, officer, or employee of WMATA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Permit.

**27. Gratuities.**

In connection with this Permit, or any amendments or modifications thereto, the giving of, or offering to give, gratuities (in the form of entertainment, gifts or otherwise) by a Permitted Party or any agent, representative, or other person deemed to be acting on behalf of a Permitted Party, or any contractor, subcontractor or supplier furnishing material to or performing work under this Permit, to any director, officer or employee of WMATA, or to any director, officer, employee of any of WMATA's agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any determinations with respect to performance under this Permit is expressly forbidden. The terms of this Section shall be broadly construed and strictly enforced in the event of violation hereto.

**28. Governing Law.**

This Permit shall be governed by the laws of the jurisdiction in which the Permitted Premises are located, however, to the extent that such law conflicts with the WMATA Compact, (Public Law 89-774, 80 Stat 1324, as amended), WMATA shall be governed by the WMATA Compact.

**29. Federal Transit Administration and Federal Interest.**

**29.1.** Permitted Parties acknowledge that WMATA is a recipient of Federal grants through the Federal Transit Administration (hereinafter "**FTA**"), which funded, in

part, the WMATA property. Permitted Parties further acknowledge that pursuant to FTA grant requirements, WMATA must demonstrate and retain satisfactory continuing control over the use of the WMATA property. Permitted Parties agree that it will not exercise any right permitted under this Permit in a manner which compromises or otherwise diminishes WMATA's obligation to retain satisfactory continuing control over the use of the WMATA property.

**29.2.** Permitted Parties acknowledge the Federal interest in the WMATA property and agree that it will take no action which compromises or otherwise diminishes such interest.

**29.3.** Permitted Parties acknowledge that WMATA must comply with all applicable Federal statutes, regulations, orders, certification and assurances or other Federal law (collectively referred to a "Federal laws"), including, but not limited to those set forth in the current Master Agreement governing transit projects supported with Federal assistance awarded through the FTA, Permitted Parties agree that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

**30. County's Financial Obligation.**

To the extent that there are any financial obligations incurred by the County under the terms of this Permit, such financial obligations shall be subject to appropriations by the appropriate County governmental body.

**31. Counterparts.**

The Parties hereto agree that this Permit may be executed in one or more identical counterparts, each of which shall be deemed to be an original thereof, and shall be enforceable against each of the Parties hereto.

**32. Authority.**

The Parties represent and warrant that they have the power and authority to enter into and perform their obligations under this Permit. Additionally, the signatories to this Permit represent and warrant that they have the legal authority to bind and commit the Party he/she represents.

**33. Entire Agreement.**

This Permit constitutes the entire agreement between the Parties. The Parties acknowledge that no representations or warranties have been made except as set forth herein. This Permit shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this Permit.

**IN WITNESS WHEREOF**, the Parties have caused this Permit to be executed in two counterparts as of the date and year first written above.

**WITNESS:**

**WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY**

Name: \_\_\_\_\_

\_\_\_\_\_  
Anabela Talaia  
Contracting Officer

**WITNESS:**

**MOTIVATE INTERNATIONAL, INC.**

Name: \_\_\_\_\_

\_\_\_\_\_  
John Reynolds  
Vice President of Operations

**WITNESS**

**FAIRFAX COUNTY GOVERNMENT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_





# County of Fairfax, Virginia

EXHIBIT A

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

Motivate International, Inc.  
5202 3<sup>rd</sup> Ave  
Brooklyn NY, 11220

SEP 26 2016

Attention: Eric Gilliland, General Manager

Reference: 4400007032 – Bikeshare Operation and Maintenance

Dear Mr. Gilliland:

## ACCEPTANCE AGREEMENT

**Contract Number: 4400007032**

This Acceptance Agreement signifies a contract award to Motivate International, Inc. to provide services for a Bike-Sharing Service Program for the public at large at locations acceptable to the County in accordance with City of Alexandria Contract #00000576. The period of the contract is from Date of Award through June 30, 2018 with three (3) one year renewal options periods.

The contract award shall be in accordance with;

- 1) This Acceptance Agreement;
- 2) The terms and conditions of Contract No. 4400007032.

Please note that this is not an order to proceed. Performance under this contract shall commence in accordance with paragraph 7, Method of Ordering. Please provide your Insurance Certificate in accordance with paragraph 12, Contract Insurance Provisions within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Procurement and Material Management website at [www.fairfaxcounty.gov/cregister](http://www.fairfaxcounty.gov/cregister) by entering 4400007032 in the contract number field.

All questions regarding this contract shall be directed to the Contract Specialist, Carmen Gray, at 703-324-3287 or via email at [carmen.gray@fairfaxcounty.gov](mailto:carmen.gray@fairfaxcounty.gov).

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Department of Procurement and Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone: 703-324-3201, TTY: 711, Fax: 703-324-3228

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## FAIRFAX COUNTY STANDARD TERMS AND CONDITIONS

THE PARTIES TO THIS CONTRACT, Fairfax County ("Fairfax County" or "the County") AND Motivate International Inc ("CONTRACTOR"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the CONTRACTOR to provide services for a Bike-Sharing Service Program for the public at large at locations acceptable to the County ("Project") in accordance with the terms and conditions of City of Alexandria Contract #00000576 with Motivate International Inc., ("Alexandria Contract") which are incorporated herein by reference and are made a part of this contract, and subject to the terms and conditions that follow. This contract and the Alexandria Contract shall constitute the whole and entire agreement between the County and the Contractor.
2. PERIOD OF CONTRACT:
  - 2.1. The period of this contract shall be from date of award through June 30, 2018 with three (3) additional one year option periods. The County Purchasing Agent, as defined below, shall have the sole option and discretion to renew this contract.
3. COMPENSATION
  - 3.1. Fairfax County agrees to pay the Contractor in accordance with the pricing set forth in the attached Motivate Response to RFP No. 00000576, Revised Required Submittal J – 2/27/2016 – Best and Final Offer ("Submittal J"). The parties agree that, at this time, the County has selected inclusive operations and maintenance with the three hour rebalancing limit. The parties further agree that County may modify this selection in accordance with section 6.B of the Alexandria Contract. The County further agrees to pay Contractor for the costs it has incurred and/or will incur for establishing and installing the Capital Bike Share System in Fairfax County as those costs are reflected on the attached Exhibit A. As the Contractor is not a bona fide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
4. AUTHORITY
  - 4.1. The Fairfax County Purchasing Agent ("Purchasing Agent") has the sole responsibility and authority for negotiating, placing and when necessary modifying every contract and purchase order (except for capital construction projects) issued by Fairfax County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned contract administrators. Specifically delegated employees are authorized to order supplies or services, and obligate the government of Fairfax County for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and shall not be binding on the County.
  - 4.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
5. DEFINITIONS
  - 5.1. All terms used in this agreement that are defined in the Fairfax County Purchasing Resolution, Article 1, Section 6 shall be used in accordance with such definitions.

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**6. INTERPRETATION OF CONTRACT:**

- 6.1. Any questions pertaining to this contract shall be directed to:

Carmen Gray, Contract Specialist I  
Department of Procurement and Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0014  
Telephone Number: (703) 324-3287  
e-mail: [Carmen.gray@fairfaxcounty.gov](mailto:Carmen.gray@fairfaxcounty.gov)

**7. METHOD OF ORDERING:**

- 7.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 7.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 7.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 7.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 7.5. Performance under this contract is not to begin each fiscal year until (i) issuance of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency and (ii) receipt of the purchase order or Procurement Card order by the Contractor. Purchase requisitions shall not be used for placing orders. Provided sufficient funds are appropriated, each fiscal year purchase order shall be sufficient to cover all compensation due the Contractor by the County under the Contract through the end of that fiscal year. Additional purchase orders may issue upon need during the fiscal year provided sufficient funds have been appropriated in advance to cover any additional purchase orders. Provided sufficient funds have been appropriated, the County shall issue the initial fiscal year purchase orders within ten (10) days after the start of each new fiscal year.
- 7.6. The Department of Procurement and Material Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

**8. INVOICING PROCEDURE:**

- 8.1. The contractor shall submit an invoice for each Purchase Order and submit to the BILL TO address shown on the order. The invoice shall contain the applicable Purchase Order number and the name of the department receiving the services.

**9. PAYMENT:**

- 9.1. On or before the tenth day of each month, the Contractor may submit its invoice for the Services performed during the previous month. The invoice shall bill for the Services at the fixed monthly rate specified in the Alexandria Contract or shall detail those Services provided and bill at the rates specified in the Alexandria Contract. The invoice shall additionally reflect the user revenue received. If the cost of the Services exceeds the user revenue, then the Contractor shall deduct the user revenue received from the cost of the Services provided and reflect this difference on its invoice. The County shall only be responsible for the payment of this difference. Conversely, if user revenue exceeds Contractor's costs, the Contractor shall pay the County this difference. The Purchasing Agent shall verify that the invoice is in accordance with this contract and, if

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appropriate, will approve the invoice and process it for payment. Payments shall be made within 30 days of receipt of an invoice. Fairfax County reserves the right to withhold any or all payments or portions due to contractor's failure to perform in accordance with the provisions of this contract, including any reasons stated in section 3.12(E) of the Alexandria Contract.

- 9.2 Unless otherwise stated in the contract, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date, including, but not limited to, the services reflected on Exhibit A.

#### 10. AUDIT RECORDS:

- 10.1. The contractor shall maintain adequate copies of books, records, vouchers, and records of treatment in such a manner that they may be audited in progress and upon three years following completion of the contract. The contractor, from the effective date of final payment or termination hereunder, shall preserve and make such records available to Fairfax County for a period of three (3) years thereafter.

#### 11. TAX EXEMPTION:

- 11.1. Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling (703) 324-3206.

#### 12. CONTRACT INSURANCE PROVISIONS:

- 12.1. Except as otherwise stated in RFP Section 1.7(L)(1)(g), and excepting damage to any property prior to acceptance by the contractor:

The contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

- 12.2. The contractor shall, during the continuance of all work under the contract provide the following:

- a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

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- d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000.00 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

- e. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
  2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - g. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
  - h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - i. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
  - j. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
  - k. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 12.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 12.4. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
- 12.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

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- 12.8. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it
- 12.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 12.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.
- 12.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
13. INDEMNIFICATION
- 13.1. The contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
14. CONTRACT ALTERATIONS:
- 14.1. Change orders requested by the Purchasing Agent shall not be valid or binding upon the parties unless made in writing and signed by the Purchasing Agent or his or her authorized agent and the Contractor. Should it become proper or necessary in the execution of this contract to make any change in design or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.
- 14.2. No payment shall be made to the contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- 14.3. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

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## 15. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

- 15.1. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the contractor desires to assign his or her right to payment of the contract, contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

## 16. TERMINATION FOR CONVENIENCE:

- 16.1. The contract will remain in force for the full period specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience, according to the terms of Section 16.2, or Cause, according to the terms of Section 17.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 16.2. The contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery of a Notice of Termination to the contractor at least thirty (30) days prior to the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

## 17. TERMINATION OF CONTRACT FOR CAUSE:

- 17.1. If, through any cause, the contractor fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the contractor under the contract shall, at the option of the County, become its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 17.2. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the contractor for the purpose of set off until such time as the exact amount of damages due to the County from the contractor is determined.

## 18. GUARANTIES &amp; WARRANTIES:

- 18.1. All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

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**19. GENERAL GUARANTY:****19.1. Contractor agrees to:**

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the contractor is not the patentee, assignee, licensee or owner.
- b. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- c. Protect the County from loss or damage to County owned property while it is in the custody of the contractor, except as otherwise stated in RFP Section 1.7(L)(1)(g).

**20. SERVICE CONTRACT GUARANTY:****20.1. Contractor agrees to:**

- a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the high degree of skill and competence.
- c. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor to the extent any services are not rendered in strict conformity with the contract.
- d. Stipulate that the presence of a County Inspector shall not lessen the obligation of the contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

**21. OFFICIALS NOT TO BENEFIT:**

- 21.1. Upon acceptance of this contract, the contractor certifies that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract in accordance with the Fairfax County Purchasing Resolution Article 2, Section 4.A.3.

**22. LICENSE REQUIREMENT:**

- 22.1. All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7.2, of The Code of the Fairfax County, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm).

**23. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

- 23.1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business



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in the Commonwealth as a domestic or foreign business entity if so required by Title 18.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

24. COVENANT AGAINST CONTINGENT FEES:

- 24.1. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

25. VENDOR RELATIONS DIVISION:

- 25.1. In connection with the performance of this contract, the contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. PLEASE COMPLETE THE ATTACHED BUSINESS CLASSIFICATION SCHEDULE.
- 25.2. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

26. INELIGIBILITY:

- 26.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 4, Section 1 of the Fairfax County Purchasing Resolution.

27. ORDER OF PRECEDENCE:

- 27.1. In the event of conflict, the provisions of this contract shall take precedence over the any other contract document.

28. DELAYS AND SUSPENSIONS:

- 28.1. The County may direct the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
- 28.2. If the County does not direct the contractor, in writing, to suspend, delay, or interrupt the contract, the contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for

4400007032

completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.

- 28.3. The contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

29. CONTRACTUAL DISPUTES:

- 29.1. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- 29.2. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

30. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:

- 30.1. The contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

31. NON-DISCRIMINATION:

- 31.1. During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

32. DRUG FREE WORKPLACE:

- 32.1. During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.

33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 33.1. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the contractor acknowledges the contractor's commitment and compliance with ADA.

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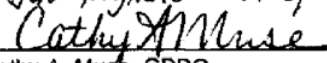
## 34. VENUE:

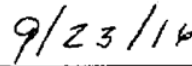
- 34.1. This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

## 35. IMMIGRATION REFORM AND CONTROL ACT:

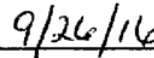
- 35.1. Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1988.

ACCEPTED BY:


Motivate International Inc.  
*John Reynolds VP Operations*  
  
 Cathy A. Muse, CPPO  
 Director/County Purchasing Agent



Date



Date

4400007032

## BUSINESS CLASSIFICATION SCHEDULE

## DEFINITIONS

**Small Business/Organization** – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Minority Business** – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 61% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

**Woman-Owned Business** – A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW.** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

**Examples:**

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	<input type="checkbox"/> B	<input checked="" type="checkbox"/> X <input type="checkbox"/> Y	Regardless of Ownership
2.	<input type="checkbox"/> C	<input type="checkbox"/> A	Women-Owned
3.	<input type="checkbox"/> X	<input type="checkbox"/> V	Minority-Owned

NAME OF FIRM: Motivate International Inc.

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**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The bidder:

☒ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ F2008631 \_\_\_\_\_ -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

4400007032

**EXHIBIT A**  
**One Time Set Up Charges**

		<b>TOTAL</b>
<b>Accounting and IT</b>	Website changes	\$4,500.00
	It support to accommodate new system, reporting changes	\$5,200.00
	Accounting support	\$2,500.00
<b>Legal</b>	Review of user agreement, lease agreements	\$3,500.00
	Business license, certificate of occupancy (if needed)	[\$1,500.00] <sup>1</sup>
<b>Labor</b>	Job advertising	\$500.00
	Employee interviews, training	\$5,500.00
	Pre-deployment coordination	\$7,000.00
<b>Operating Equipment</b>	Vehicle lease (4 months)	\$4,000.00
	Spare parts for servicas department	\$15,000.00
	Spare parts for tech department	\$15,000.00
	Cleaning supplies, vehicle maintenance equip	\$1,500.00
	Additional bike ohecker bikes, trailer, tools/supplies	\$2,200.00
	Tools/suppliee for service department	\$2,500.00
	Tools/supplies for tech department	\$2,500.00
	Purchase of direct connect radios, vehicle GPS	\$1,600.00
	Flatbed rental for installs	\$9,500.00
	Employee uniforms/FPE	\$800.00
<b>Facilities</b>	Facility search	\$800.00
	Certificate of occupancy work	\$600.00
	Temporary warahouse lease	[\$3,000.00] <sup>2</sup>
<b>Insurance</b>	General liability insurance (4 months)	\$1,660.00
	Insurance for vehicles (4 months)	\$1,660.00
<b>TOTAL</b>		<b>[\$96,660.00]<sup>3</sup></b>

<sup>1</sup> Contractor agrees to present the County with an invoice reflecting its actual costs for these Services. The bracketed amount here reflects a cap. It does not reflect an agreed to sum. The County shall review the invoices and shall only pay Contractor for its actual incurred costs not to exceed the cap, subject to prior written approval of the costs by the County.

<sup>2</sup> Contractor agrees to present the County with an invoice reflecting its actual costs for these Services. The bracketed amount here reflects a cap. It does not reflect an agreed to sum. The County shall review the invoices and shall only pay Contractor for its actual incurred costs not to exceed the cap, subject to prior written approval of the costs by the County.

<sup>3</sup> The County and Contractor shall agree in writing to a final total after the Contractor has presented and the County has reviewed the invoices discussed above.

**Motivate Response to RFP No. 00000576**  
**Revised Required Submittal J - 2/27/2016 - Best and Final Offer**

**PART IV - REQUIRED SUBMITTAL J, PRICING SCHEDULE**

Item #	Description	Cost per Dock/per Month			
		2 Hour Rebalancing Limit	3 Hour Rebalancing Limit	Innovative Rebalancing Proposal	
1.	Operations & Maintenance: Exclusive of station software, backend software, web license, hosting, and maintenance	\$94.14	\$92.04		
2.	Operations & Maintenance: Inclusive of station software, backend software, web license, hosting, and maintenance	\$98.86	\$96.17		
Item #	Description	Station Installation/ Relocation by boom truck (or equivalent) Per Station		Station/Plate Relocation by pallet jack (or equivalent) Per Station	
		27 Docks or Less	28 Docks or More	27 Docks or Less	28 Docks or More
1	Installation/Relocation	\$3,200   \$3,800	\$1,800   \$2,300	\$600   \$750	\$600
2	When other installations are occurring		\$1,400   \$2,100		\$400
Item #	Description	Administrative Tasks (Please specify)		Field/Labor Tasks (Please specify)	
		Other (Please specify)			
1	Hourly Rate for Other Work	See below		See below	
Item #	Description	1-4 Hours with Station		1-4 Hours without Station	
		5-8 Hours without Station		5-8 Hours without Station	
1	Bike Corals	\$3,057	\$4,076	\$1,019	\$2,038

**NOTE 1: PLEASE INPUT THE TOTAL FIGURE WHERE INDICATED ONLINE.**

Organization Name: Motivate International Inc.

Authorized Signature: \_\_\_\_\_

*Justin H. Harkins*

Administrative Tasks - Non-contractually required reporting - \$65.00 per hour

Field Labor Tasks - Station map or sticker removal/installation - \$45.86 per hour | Wrapping of bikes - \$45.86 per hour

Mobile Application - Upfront cost - \$40,000.00 | Additional per dock per month fee - \$1.76

## EXHIBIT A-1



## County of Fairfax, Virginia

## AMENDMENT

AMENDMENT NO. 1

JUN 11 2018

CONTRACT TITLE: Bikeshare Operating and Maintenance

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Motivate International, Inc.  
5202 3<sup>rd</sup> Ave  
Brooklyn NY, 11220

1000032038

4400007032

By mutual agreement, Contract 4400007032 is renewed for two (2) year at existing terms and conditions with new prices listed below, effective July 1, 2018 through June 30, 2020. In accordance with City of Alexandria Contract #00000576.

## Pricing Schedule

Item #	Description	Cost per Dock/ per Month							
		2 Hour Rebalancing Limit		3 Hour Rebalancing Limit		Innovative Rebalancing Proposal			
				Optional					
1.	Operations & Maintenance: Exclusive of station software, backend software, web license, hosting, and maintenance	\$96.89		\$94.73					
2.	Operations & Maintenance: Inclusive of station software, backend software, web license, hosting, and maintenance	\$101.75		\$98.98					
Item #	Description	Station Installation/ Relocation by boom truck (or equivalent)		Plate Installation/ Relocation by boom truck (or equivalent)		Station/ Plate Relocation by pallet jack (or equivalent)		Plate Installation/ Relocation by pallet jack (or equivalent)	
		Per Station		Per Station		Per Station		Per Station	
		27 Docks or Less	28 Docks or More	19 Docks or Less	20 Docks or More	27 Docks or Less	28 Docks or More		
1.	Installation/ Relocation	\$3,293.43	\$3,910.95	\$1,646.72	\$2,367.16	\$617.52	\$771.90		\$617.52
2.	When other Installations are occurring			\$1,440.88	\$2,161.32				\$411.68
Item #	Description	Administrative Tasks (Please specify)				Field/ Labor Tasks (Please specify)		Other (Please specify)	
1.	Hourly Rate for other work	\$66.90				\$47.20		\$47.20	
Item #	Description	1-4 Hours with Station		5-8 Hours with Station		1-4 Hours without Station		5-8 Hours without Station	
1.	Dike Corrals	\$3,146.26		\$4,195.01		\$1,048.75		\$2,097.51	

## ACCEPTANCE:

BY: Michael Boel  
(Signature)Michael Boel  
(Printed)W. A. F. R. M.  
(Title)6/15/2018  
(Date)

Patricia Innocenti  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Department of Procurement and Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



Amendment 1  
4400007032  
Page 2

DISTRIBUTION

Dept. of Finance – Accounts Payable/e  
Dept. of Transportation – Adam Lind/e  
Dept. of Transportation- Nicole Wynands/e  
Capital Projects & Operations-Chris Wells/e

Contractor: [ericgilliland@motivateco.com](mailto:ericgilliland@motivateco.com)  
Contract Specialist – Dyanna McMullen  
Assistant Contract Specialist – Team 2

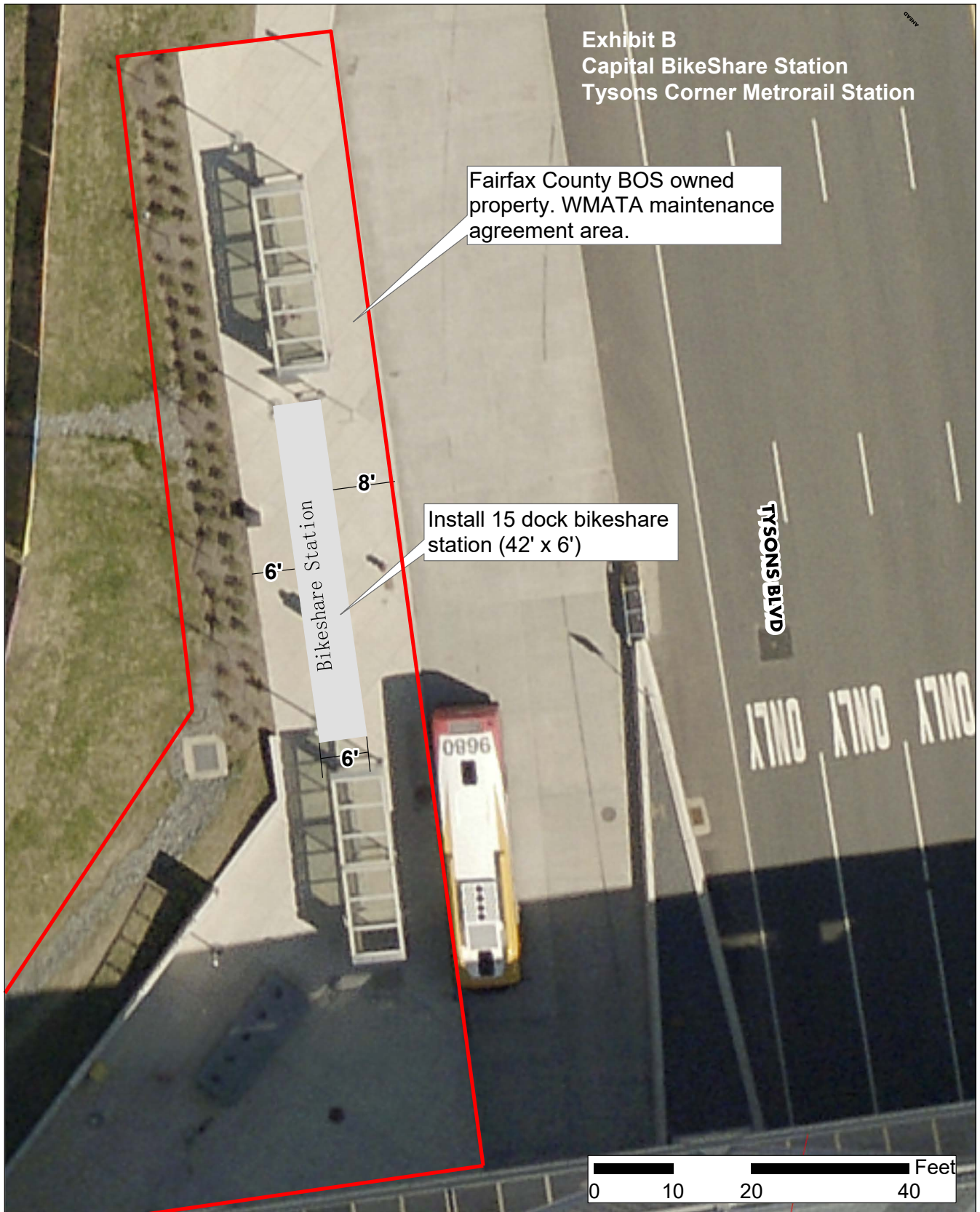


EXHIBIT C

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

AMENDMENT NO. 1 TO REAL ESTATE PERMIT

**THIS AMENDMENT NO. 1 TO REAL ESTATE PERMIT** (hereinafter "**Amendment**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, (hereinafter "**Effective Date**") by and between **THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY** (hereinafter "**WMATA**") and **MOTIVATE INTERNATIONAL, INC., d/b/a Capital Bikeshare and THE GOVERNMENT OF FAIRFAX COUNTY**, acting by and through the **Fairfax County Department of Transportation** (hereinafter jointly referred to as "**Permittee**").

**WITNESSETH:**

**RECITAL 1**, WMATA entered into Real Estate Permit dated , 201\_ ("**Permit**") with Permittee wherein WMATA agreed to allow Permittee to install and operate Capital Bikeshare Stations (hereinafter "**Bicycle Stations**") at certain Metrorail Stations in Fairfax County, Virginia; and

**RECITAL 2**, Permittee has requested permission to install Bicycle Stations at the \_\_\_\_\_ Metrorail Station.

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration stated herein, as of the Effective Date, the Parties mutually agree upon the following terms and conditions:

1. As of the Effective Date of this Amendment, the Permitted Premises as defined in Section 2 of the Permit shall be amended to include the \_\_\_\_\_ Metrorail Station as further defined below.
2. Permittee is authorized to install and operate a Bicycle Station in the location and of the dimensions indicated on Exhibit D , attached herein and made a part hereof, and in accordance with WMATA's prior written approval.

(optional)

3. Permittee's vehicles may only park in the spot designated on Exhibit E when servicing the Bicycle Stations.

**THIS REAL ESTATE PERMIT** is modified by this Amendment No. 1 To Real Estate Permit in no other manner than as set forth herein.

**IN WITNESS WHEREOF**, the Parties have agreed to this Amendment No. 1 to Real Estate Permit in its entirety and have executed same as of the day and year first set forth above.

**WITNESS:**

**WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY**

Name: \_\_\_\_\_

\_\_\_\_\_  
Anabela Talaia  
Contracting Officer

**WITNESS:**

**MOTIVATE INTERNATIONAL, INC.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**FAIRFAX COUNTY GOVERNMENT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACTION – 3

Delegation of Signature Authority, and Approval of a Standard Stormwater (SW) Device Maintenance Agreement Between Fairfax County and the Virginia Department of Transportation (VDOT), for the Purpose of Identifying Maintenance Responsibility of New Stormwater Management Devices and Facilities Constructed in State Right-of-Way Related to Transportation and Other County Capital Improvement Projects

ISSUE:

Board of Supervisors' approval of a Standard SW Device Maintenance Agreement with the Virginia Department of Transportation (VDOT) for the purpose of identifying maintenance responsibility for proposed SW Devices or Facilities within state right-of-way related to Transportation Improvement Projects and other County Capital Improvement Projects (Attachment 1).

To facilitate and expedite the execution of individual project agreements as they occur, the Fairfax County Department of Transportation (FCDOT) seeks Board of Supervisors' approval of delegation of signature authority for project specific SW Device Maintenance Agreements to the Director of the Department of Transportation or the Director of the Maintenance and Stormwater Management Division (MSMD) of the Department of Public Works and Environmental Services.

To formalize the signature authority on project specific SW Device Maintenance Agreements, a Board resolution formally authorizing the FCDOT Director and the MSMD Director is requested (Attachment 2).

RECOMMENDATION:

The County Executive recommends that the Board approve the proposed Stormwater Device Maintenance Agreement, substantially in the form of Attachment 1, and the resolution (Attachment 2) authorizing the Director of the Department of Transportation and the Director of the Maintenance and Stormwater Management Division (MSMD) to execute the said agreement for specific projects. It is understood that the agreement will only be signed by the Director of FCDOT or MSMD, and not both.

TIMING:

Board approval is requested on October 30, 2018, to enable staff to immediately continue progress on multiple capital improvement projects where such an agreement is necessary or required.

**BACKGROUND:**

During development of Capital Improvement Projects, particularly Transportation Improvement Projects, many proposed projects require and include certain stormwater management devices or facilities within state right-of-way for the capture and treatment of project runoff to comply with Stormwater Management (SWM) regulatory requirements which do not meet and / or exceed VDOT requirements. In addition, these devices or facilities may be innovative, advanced facilities, and / or less intrusive structures which do not meet VDOT standards. In such cases, VDOT does not accept maintenance of such SW Devices or Facilities and requires a SW Device Maintenance Agreement be executed prior to issuing a Land Use Permit for the purpose of identifying the maintenance responsibility of the new SW Device or Facility which will be constructed by the County as part of a Capital Improvement Project.

The SW Device Maintenance Agreement (Attachment 1) provides the mechanism to identify and document the maintenance responsibility and is required by VDOT to obtain a Land Use Permit to construct the capital improvement project.

Project specific SW Device Maintenance Agreement is prepared during the design phase after SW Device / or Facility design detail has been reviewed and approved by MSMD.

Board approval of the requested delegation of signature authority will allow the County staff to execute these SW Device Maintenance Agreements more efficiently and speed project implementation.

The Agreement (Attachment 1) and process set forth herein has been reviewed and coordinated with the Office of the County Attorney (OCA), VDOT Counsel, VDOT NOVA Permit Section, FCDOT, and MSMD.

**FISCAL IMPACT:**

There is no impact to the General Fund resulting from this agreement. All maintenance costs for these devices or facilities will be paid by the County Stormwater Operating Fund, Fund 400-C401000.

**ENCLOSED DOCUMENTS:**

Attachment 1 – Standard SW Device Maintenance Agreement  
Attachment 2 – Board Resolution

Board Agenda Item  
October 30, 2018

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, FCDOT  
James W. Patteson, Director, DPWES  
Ronald N. Kirkpatrick, Deputy Director, DPWES  
Randy Bartlett, Deputy Director, DPWES  
Chad Crawford, Director, MSMD, DPWES  
Karlee Copeland, Chief, Stormwater Management Maintenance, DPWES  
W. Todd Minnix, Chief, Transportation Design Division, FCDOT  
Fereshteh (Brook) Khorashadi, Section Chief, Transportation Design Division, FCDOT

ASSIGNED COUNSEL:

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

Stormwater Device Maintenance Agreement Dated: \_\_\_\_\_  
 Project Name & Number: \_\_\_\_\_

**STORMWATER DEVICE LOCATED WITHIN VDOT RIGHT-OF-WAY  
 AGREEMENT FOR  
 PROJECT \_\_\_\_\_**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Fairfax County (the "County"), party of the first part, and the Commonwealth of Virginia, Department of Transportation ("VDOT"), party of the second part, for the purpose of identifying maintenance responsibility of new stormwater management devices and facilities constructed in existing right-of-way by the project known as \_\_\_\_\_.

**RECITALS**

R-1 WHEREAS, the County approved the creation of the project known as \_\_\_\_\_ which includes the construction of transportation improvements on existing streets/ or roads in the systems of state highways.

R-2 WHEREAS, included in said project is the design and construction of transportation improvements which include certain stormwater management devices and facilities for capturing and treating project runoff which do not meet and/or exceed VDOT stormwater management requirements.

R-3 WHEREAS, a prerequisite for accepting any stormwater facility on the systems of state highways is the provision of adequate and acceptable means of ensuring the maintenance of such facilities.

R-4 WHEREAS, 24 VAC 30-151-690 (Land Use Permit Regulations) allows for the issuance by VDOT of a Land Use Permit for discharges to the secondary and/or primary highway right-of-way upon written approval of the local Health Department or the Virginia Department of Environmental Quality, or both.

R-5 WHEREAS, pursuant to 24 VAC 30-21-20 (General Rules and Regulations of the Commonwealth Transportation Board), permittees shall hold the Commonwealth harmless when exercising the privileges allowed in the permit.

R-6 WHEREAS, when stormwater devices are approved by the locality to be located in the right-of-way and incorporated into stormwater drainage facilities, the governing body of the locality shall acknowledge that VDOT is not responsible for the operation, maintenance, or liability of the stormwater management facility or facilities associated with the development and that VDOT will not allow construction of said transportation improvements until such agreement has been officially adopted by the local governing body.

NOW, THEREFORE, in consideration of the premises, the mutual covenants stated herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by all parties hereto, the parties agree as follows:

1. The County acknowledges that VDOT has no responsibility or liability due to the presence in the secondary/ or primary highway right-of-way of the stormwater management devices or treatments, or both associated with the project.
2. The County will not seek indemnification or contribution from VDOT to correct damages arising from improper maintenance or construction of these stormwater devices and facilities.
3. Subject to annual appropriations, the County assures the burden and all costs of inspection, maintenance, future improvements to the devices and treatments, or other costs related



Stormwater Device Maintenance Agreement Dated: \_\_\_\_\_  
Project Name & Number: \_\_\_\_\_

to the placement of devices or treatments within secondary and/or primary highway right-of-way are and shall be provided from sources other than those administered by VDOT.

4. The County shall require that a final plan for the device and facility has been provided to VDOT which complies with the department's Drainage Manual and the Department of Environmental Quality's Stormwater Handbook.

5. The County shall not request VDOT accept the proposed transportation improvements along state highways until a professional engineer, licensed by the Commonwealth or the manufacturer of the stormwater device as required by VDOT, certifies the construction of any stormwater management facility placed within the right of way of such street or road is constructed according to plans approved by VDOT.

6. All related adjustments and improvements to the stormwater management devices and facilities shall not be at VDOT's expense and, for that portion of such devices and facilities that exist outside of state highway right-of-way, shall be contained within an appropriate easement.

7. The County shall not allow the start of construction of proposed improvements along state highways that will have any portion of a stormwater management facility within the state right-of-way until the County has applied for a land-use permit for the stormwater facilities and has furnished all required information and data to the agency concerning the pertinent Municipal Separate Storm Sewer System permit.

8. VDOT agrees to issue a land-use permit for the stormwater facilities in conjunction with new transportation improvements if the facilities meet the appropriate requirements contained in the Department's Road Design Manual and Drainage Manual.

9. The parties expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary, or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms or provisions of this Agreement. In addition, the parties understand and agree that this Agreement is not to be construed as an indemnification against third party claims or a waiver of the County's sovereign immunity nor does it create any personal liability for any County agents or employees acting in their official capacity under this Agreement.

Stormwater Device Maintenance Agreement Dated: \_\_\_\_\_  
Project Name & Number: \_\_\_\_\_

Witness the following signatures and seals:

**COUNTY OF FAIRFAX**

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

\_\_\_\_\_  
Director, Department of Transportation

Or: \_\_\_\_\_

\_\_\_\_\_  
Director, Maintenance and Stormwater  
Management Division

COMMONWEALTH OF VIRGINIA, COUNTY OF \_\_\_\_\_, to wit:

(Name) \_\_\_\_\_, acknowledged the foregoing  
instrument before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC                      Notary registration number  
My commission expires: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA DEPARTMENT OF  
TRANSPORTATION**

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

\_\_\_\_\_  
Director of Land Use, Fairfax & Arlington Counties

**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, October 30, 2018, at which meeting a quorum was present and voting, the following resolution was adopted:

**SIGNATURE AUTHORITY RESOLUTION**

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

**AS AN ENDORSEMENT OF THE  
DELEGATION OF SIGNATURE AUTHORITY FOR EXECUTION OF INDIVIDUAL  
PROJECT SPECIFIC STORMWATER (SW) DEVICE MAINTENANCE AGREEMENTS  
WITH VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) TO THE DIRECTOR  
OF FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION AND THE DIRECTOR  
OF MAINTENANCE AND STORMWATER MANAGEMENT DIVISION OF THE  
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES**

**WHEREAS**, To facilitate and expedite the execution of individual project agreements as they occur, the Fairfax County Department of Transportation (FCDOT) seeks Board of Supervisors' approval of delegation of signature authority for project specific SW Device Maintenance Agreement (Attachment 1) with the Virginia Department of Transportation (VDOT) to the Director of the Fairfax County Department of Transportation and the Director of the Maintenance and Stormwater Management Division (MSMD) of the Department of Public Works and Environmental Services, and

**WHEREAS**, to formalize the delegation of signature authority on the said agreement, a Board resolution formally authorizing the FCDOT Director and the MSMD Director is requested.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation and the Director of the Maintenance and Stormwater Management Division of the Department of Public Works and Environmental Services to execute, on behalf of the County of Fairfax, the said Agreement (Attachment 1) for individual projects, as they occur.

Adopted this 30<sup>th</sup> day of October, 2018, Fairfax, Virginia.

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

Board Agenda Item  
October 30, 2018

ACTION - 4

Authorization to Execute a Project Administration Agreement with the City of Falls Church for the Construction of Pedestrian Enhancements and Signal Improvements on North West Street (Dranesville District)

ISSUE:

Board of Supervisors' approval of the Director of the Department of Transportation (FCDOT) executing a Project Administration Agreement (PAA) with the City of Falls Church, in substantially the form of Attachment II, for the construction of pedestrian enhancements and signal improvements on North West Street from Great Falls Street to Brilyn Place in the City of Falls Church and Fairfax County (Project).

RECOMMENDATION:

The County Executive recommends that the Board approve and sign a resolution, substantially in the form of Attachment I, authorizing the FCDOT Director to execute the PAA with the City of Falls Church for Fairfax County to administer construction of pedestrian enhancements and signal improvements on North West Street in the City of Falls Church and Fairfax County.

TIMING:

Board action is requested on October 30, 2018, to ensure that the Project moves forward expeditiously.

BACKGROUND:

FCDOT staff has been coordinating with the City of Falls Church staff to advance projects in both the County and the City that the Board approved January 28, 2014, as part of the Board's Transportation Priorities Plan (TPP). The North West Street project, from Great Falls Street to Brilyn Place, is a 300 foot long sidewalk project which includes approximately 50 feet of sidewalk within the City of Falls Church. The City requested that the County project also include design of signal improvements, crosswalks and ADA compliant handicap ramps at the intersection of North West Street and Great Falls Street, which is entirely within the City. Those components are the subject of a design agreement between Fairfax County and the City of Falls Church, and an agreement with the City of Falls Church for the Acquisition of Land Rights needed for the Project. Both of these agreements anticipated a construction agreement at the completion of the land acquisition phase.

Board Agenda Item  
October 30, 2018

Since land acquisition has been completed for both the City and County portions of the Project, the City requested that the County, through the Department of Public Works and Environmental Services' Utilities Design and Construction Division, provide construction administration services for the portions of the Project attributable to the City.

The City has agreed to compensate the County for the construction and administration of this portion of the Project, in an amount up to \$655,000 or such additional amount as may be appropriated by the Falls Church City Council. The attached agreement authorizes the County to administer the construction of these improvements for the City. The Falls Church City Council will also consider this agreement this fall.

FISCAL IMPACT:

County and City staff have estimated the total construction cost with contingencies of the pedestrian and signal improvements at the intersection of Great Falls Street and North West Street to be approximately \$1,205,000. The County and City shares under this agreement in amounts not to exceed are \$550,000 and \$655,000, respectively. Funding for this project was approved January 2014 in the TPP, and is available in Fund 30050 (Transportation Improvements). There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I – Resolution to Execute Agreement  
Attachment II - Agreement for the Joint Exercise of Construction of Transportation Improvements with the City of Falls Church

STAFF:

Robert A. Stalzer, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Joe LaHait, Debt Coordinator, Department of Management and Budget  
Todd Wigglesworth, Chief, Coordination and Funding Division (CFD), FCDOT  
W. Todd Minnix, Transportation Design Division (TDD), FCDOT  
Jim Beall, TDD, FCDOT  
Ray Johnson, CFD, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney, Office of the County Attorney (OCA)

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

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia on Tuesday, October 30, 2018, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Administration Agreement with the City of Falls Church for the construction of pedestrian enhancements and signal improvements on North West Street to be administered by Fairfax County.

Adopted this 30th day of October 2018, Fairfax, Virginia

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

**AGREEMENT FOR THE JOINT EXERCISE  
OF POWERS FOR THE CONSTRUCTION OF TRANSPORTATION  
IMPROVEMENTS**

For the construction of pedestrian enhancement and signal improvements on North West Street in the City of Falls Church, Virginia and the County of Fairfax, Virginia.

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, (“Effective Date”) by and between the City of Falls Church, Virginia (the “City”), and the County of Fairfax, Virginia (the “County”). (Together, the City and the County are referred to herein as the “Parties.”)

**RECITALS:**

WHEREAS, the City and the County agreed in a “Project Design Administration Agreement Between Fairfax County and the City of Falls Church” dated May 16, 2016, to work jointly to design certain transportation improvements on the north side of North West Street, between Brilyn Place and Great Falls Street, and certain modifications to the traffic signal at the intersection of North West Street and Great Falls Street (which improvements and modifications are referred to herein as “Improvements”), which will be located partly within Fairfax County and partly within the City of Falls Church; and

WHEREAS, the City and the County agreed in an “Agreement for the Joint Exercise of Power to Acquire Property Rights for Transportation Improvements” dated September 8, 2017, to work jointly to acquire certain property rights (“Land Acquisition”); and

WHEREAS, when the Land Acquisition of the Improvements is complete, a construction agreement is needed to enable the City and the County to construct the Improvements as designed (“Project”); and

WHEREAS, by the City and the County working jointly to complete the construction of the Project, efficiencies can be achieved for both localities and the Parties can ensure that the Project is completed in a timely manner; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective obligations regarding the construction for the Project; and

WHEREAS, the Improvements include completing the sidewalk on north side of North West Street from Brilyn Place to Great Falls Street for the County, and replacing the traffic

signal and associated facilities for the City as shown on the Final Approved Construction Plan in Attachment B-2; and

WHEREAS, the Parties have agreed that the County's construction Contractor and Construction Manager will coordinate with both City and County staffs for the construction of the Project; and

WHEREAS, the Parties have agreed that the County's Construction Manager will, on behalf of the City, monitor the Contractor, construction schedule and process as more fully described below; and

WHEREAS, the Parties have agreed that the City will pay the costs for County staff, its Contractor and its Construction Manager, to undertake the construction of the Project described in this Agreement under the terms and conditions set forth in this Agreement and pursuant to the Project Budget and Scope, and the Final Approved Construction Plan (attached hereto as Attachments B-1 and B-2); and

WHEREAS, funds in the amount of up to \$655,000 as shown in Attachment B-1, have been allocated by the City through its VDOT Revenue-Sharing grant to pay for the costs of its portion of Project construction; and

WHEREAS, the cost estimates shown in Attachment B-1 include estimates of the cost of County staff time to manage the project; and

WHEREAS, funds in the amount of up to \$550,000 as shown in Attachment B-1, have been allocated by the County from the 2014 Transportation Bond to pay for the costs of its portion of Project construction; and

WHEREAS, the Parties' respective governing bodies have, by resolution (attached hereto as Attachments C and D), authorized their respective contractors to execute this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. The Parties will work together cooperatively to construct the traffic signal and associated facilities for the Project, as shown on Attachment A (Plan Drawing by Kimley-Horn showing geographic limits of construction), on behalf of the City.



- A. The CITY portion of the project shall entail the areas indicated as “CITY PORTION” on Attachment A:
    - 1. Traffic signal and pedestrian crosswalks at the intersection of North West Street and Great Falls Street.
    - 2. Sidewalks and ADA handicap ramps in the northwest, southwest and southeast quadrants of the intersection of North West Street and Great Falls Street.
    - 3. Relocation of existing utilities as may be required for the City portion of the project.
    - 4. New roadway pavement; and milling and overlay of existing pavement, on the south side of the North West Street centerline, and the northwest quadrant of the intersection of North West Street and Great Falls Street.
  - B. The COUNTY portion of the project shall entail the areas indicated as “COUNTY PORTION” on Attachment A:
    - 1. ADA handicap ramps in the northeast quadrant of the intersection of North West Street and Great Falls Street.
    - 2. The sidewalk on the north side of North West Street between Great Falls Street and Brilyn Place.
    - 3. New curb and gutter and new storm sewer on Great Falls Street to the north of North West Street.
    - 4. Relocation of existing utilities as may be required for the County portion of the project.
    - 5. New roadway pavement; and milling and overlay of existing pavement, that is not included within the City portion of the project.
- II. The Parties will work together to manage the construction as follows:
- A. The County will complete all construction for the County Portions, at its own cost and expense.
  - B. For construction of the City Portions, the County will, through its staff, its Contractor and its Construction Manager, provide the following:
    - 1. Hold a preconstruction meeting to include the Parties, contractor, Construction Manager and the City, as appropriate.
    - 2. Review and approve all submittals, Requests for Information (RFIs), proposed change orders and/or any contract amendments, in coordination with City staff for approval.
    - 3. Schedule all inspections in coordination with City staff.
    - 4. Coordinate issuance of the Certificate of Completion and Project Acceptance with City staff.
    - 5. Bill the City monthly for costs of construction, construction management, inspections, and staff time to provide services stated in this Agreement. The County will include, with its billing, copies of any invoices from the Contractor and

Construction Manager and a statement of County staff time incurred including tasks that were performed.

6. Bill County staff time at the same rate as the County's Construction Division's time is billed to other departments in the County. The County represents that it has estimated that the construction of the City portion called for under this Agreement attributable to City cost responsibility to be approximately Four Hundred Seventy Nine Thousand Dollars (\$479,000) based on current estimated construction estimate for the project and that construction inspection, consultant services and Fairfax County oversight would be an additional One Hundred Seventy Six Thousand Dollars (\$176,000.)
  7. If the construction bid results in higher costs than estimated for the project based on Final Design, the overall project budget shall be discussed with and agreed to by the City prior to authorization of any additional City funds. As set forth in Attachment B-1, the Construction Budget, the County and the City may agree that additional amounts may be billed for services to be performed by the County, up to a maximum total of six hundred fifty five thousand dollars (\$655,000). The County shall not bill the City for any amount exceeding \$655,000, unless agreed to by the City in advance in writing. However, prior to total costs reaching that amount, the City and County staff will confer to identify cost-saving alternatives and/or resolve any differences.
  8. Track its expenses to be sure that all work can be completed for the amounts in the Budget as set forth in Attachment B-1. If the County determines that work is needed for which the billing exceeds the amount in Attachment B-1, it will provide acceptable prior notice to the City and will not proceed with such work until so directed in writing by the City.
- C. The City will do the following:
1. The City will pay all correct and accurate invoices submitted by the County, for work done pursuant to this Agreement, on the terms set forth herein. Such payment will be made within thirty (30) days of receipt by the City of such invoice. In the event the City believes that an invoice from the County is incorrect or inaccurate, it will notify the County within fifteen (15) days after receipt of such invoice, and its obligation to pay such invoice shall not commence until the concern is resolved. For County work performed by consultants, the City's timing of payment should be responsive to the standard time to pay outside consultants. The County will not unreasonably delay payment once work has been accepted for use.
  2. The City's obligations to pay for all work shall include the actual costs of contractors and consultants used for the construction of the City portion by the County as provided in this Agreement, the actual cost for County staff time, and reimbursement of other expenses, as set forth in Attachment B-1. The amounts in Attachment B-1 are estimates; if costs are higher than the estimates, the County shall notify the City of any difficulty in proceeding with the project at such cost, and the parties will work cooperatively to resolve the issue.
  3. The City shall retain its right to approve proposals for work to be performed by contractors and consultants prior to the County issuing a Notice to Proceed. The City will reimburse the County for all costs paid to contractors for work performed

pursuant to such proposals and on City parcels. Invoices shall be reviewed and approved by both Parties, as being for work actually performed and properly allocated to the City before any payment is made.

4. The City will respond in a timely way to any questions from County staff regarding change orders, contract amendments, or any other matters requiring input from City staff.
- D. The City will have no responsibility for construction of the County portion of the project, including any portion of the project for which the County requires construction that is located in the City.
- E. All facilities within the City shall be owned and maintained by the City after completion and acceptance by the City. All facilities within the County shall be owned and maintained by the County or the Virginia Department of Transportation after completion and acceptance by the County.
- F. Both parties shall:
1. Complete all work to be performed under the agreement in accordance with all laws and regulations applicable to each and/ or both parties.
  2. Maintain their respective records for the Project for a period of not less than three years from Project completion. Such records shall be subject to audit by either party.
  3. Hold progress meetings or teleconferences at least monthly to review the Project status.
  4. Work cooperatively to complete the Project in a timely, cost-effective and expeditious manner, and in accordance with all applicable laws and regulations.
  5. Upon notification of discovery of any hazardous substances in or on any property to be acquired, immediately confer to determine the scope of any investigation and the requisite responsive action.
  6. Meet and confer to resolve any dispute that may arise between the parties. Nothing herein limits the rights of either party to resolve disputes by means not described or provided for in this Agreement.
- G. Other Provisions
1. Subject to the provisions of paragraph E.6, the City or the County may terminate this Agreement, with or without cause, at any time upon thirty (30) days written notice to the other party. On termination of the Agreement, the County shall cease all work on behalf of the City, and prepare a final invoice and submit to the City. The City shall process the invoice as described above within 30 days of receipt of the invoice.
  2. The purpose of this Agreement is to provide for a cooperative, coordinated and efficient way to construct specified Improvements, so that the Project can continue and be completed in a timely way.

3. Requirements for funds to be paid by the City shall be subject to appropriation by the Falls Church City Council; all requirements for funds to be paid by the County shall be subject to appropriation by the Fairfax County Board of Supervisors.
4. The construction described herein is based on final plans for the Project and costs are based on a best estimate at this time of this Agreement. It is understood and agreed by both Parties that the plans may be modified slightly, subject to mutual agreement by the Parties.
5. This Agreement shall not be construed as a waiver of either party's sovereign immunity and nothing herein shall create or vest any rights in any third parties.
6. This Agreement modifies Section H, and other provisions that reference construction, of the May 16, 2016 "Project Design Administration Agreement" by modifying the City and County responsibilities for construction, except that the City remains responsible for all costs associated with construction of the City portion of the Project. All other provisions of the May 16, 2016 "Project Design Administration Agreement" and the September 8, 2017 "Agreement for the Joint Exercise of Power to Acquire Property Rights for Transportation Improvements" remain in force.
7. All notices under this Agreement shall be sent via US. Mail, postage prepaid, and email for:

**Fairfax County to:**

Tom Biesiadny  
 Director  
 Department of Transportation  
 4050 Legato Road, Suite 400  
 Fairfax, VA 22033-2895  
 Tom.Biesiadny@fairfaxcounty.gov

Jim Beall, P.E.  
 Section Chief  
 Department of Transportation  
 4050 Legato Road, Suite 400  
 Fairfax, VA 22033-2895  
 James.Beall@fairfaxcounty.gov

Wayne A. Kotter  
 Director, Utilities Design & Construction Division  
 Fairfax County Department of Public Works and Environmental Services (DPWES)  
 12000 Government Center Parkway  
 Fairfax VA 22035  
 Wayne.Kotter@fairfaxcounty.gov

**The City of Falls Church to:**

Michael J. Whitfield, CCM  
 Director, Public Works  
 City of Falls Church  
 300 Park Avenue, Suite 100 West  
 Falls Church, VA 22046  
 mwhitfield@fallschurchva.gov

Wyatt Shields  
 City Manager  
 City of Falls Church  
 300 Park Avenue, Suite 303 East  
 Falls Church, VA 22046

8. This Agreement, when properly executed, shall be binding upon both parties, and their successors and assigns.
9. This Agreement may be modified only in writing and by mutual agreement of both parties.
10. This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of either party, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.
11. This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia.
12. Nothing in this Agreement shall be construed as precluding further agreements between the City and the County to jointly undertake other aspects of work on the Project.

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:**

\_\_\_\_\_  
Tom Biesiadny, Director,  
Fairfax County Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**CITY OF FALLS CHURCH, VIRGINIA:**

\_\_\_\_\_  
Wyatt Shields  
City Manager, City of Falls Church

\_\_\_\_\_  
Date

---

Signature of Witness

---

Date

Attachment A: Plan Drawing Showing Geographic Limits of Construction

Attachment B-1: Project Cost Estimate and Budget for the City and County portions of work

Attachment B-2: Approved Construction plan (drawings)

Attachment C: City Resolution

Attachment D: County Resolution

DRAFT

**AGREEMENT FOR THE JOINT EXERCISE  
OF CONSTRUCTION OF TRANSPORTATION  
IMPROVEMENTS**

Attachment A: Plan Drawing Showing Geographic Limits of Construction

DRAFT





**AGREEMENT FOR THE JOINT EXERCISE  
OF CONSTRUCTION OF TRANSPORTATION  
IMPROVEMENTS**

Attachment B-2: **Approved Construction plan** (drawings)-  
**(NOTE: full set of approximately 38 sheets)**

DRAFT

**DRAFT AGREEMENT FOR THE JOINT EXERCISE  
OF CONSTRUCTION OF TRANSPORTATION  
IMPROVEMENTS**

Attachment C: City Resolution  
**TO BE INSERTED HERE**

DRAFT

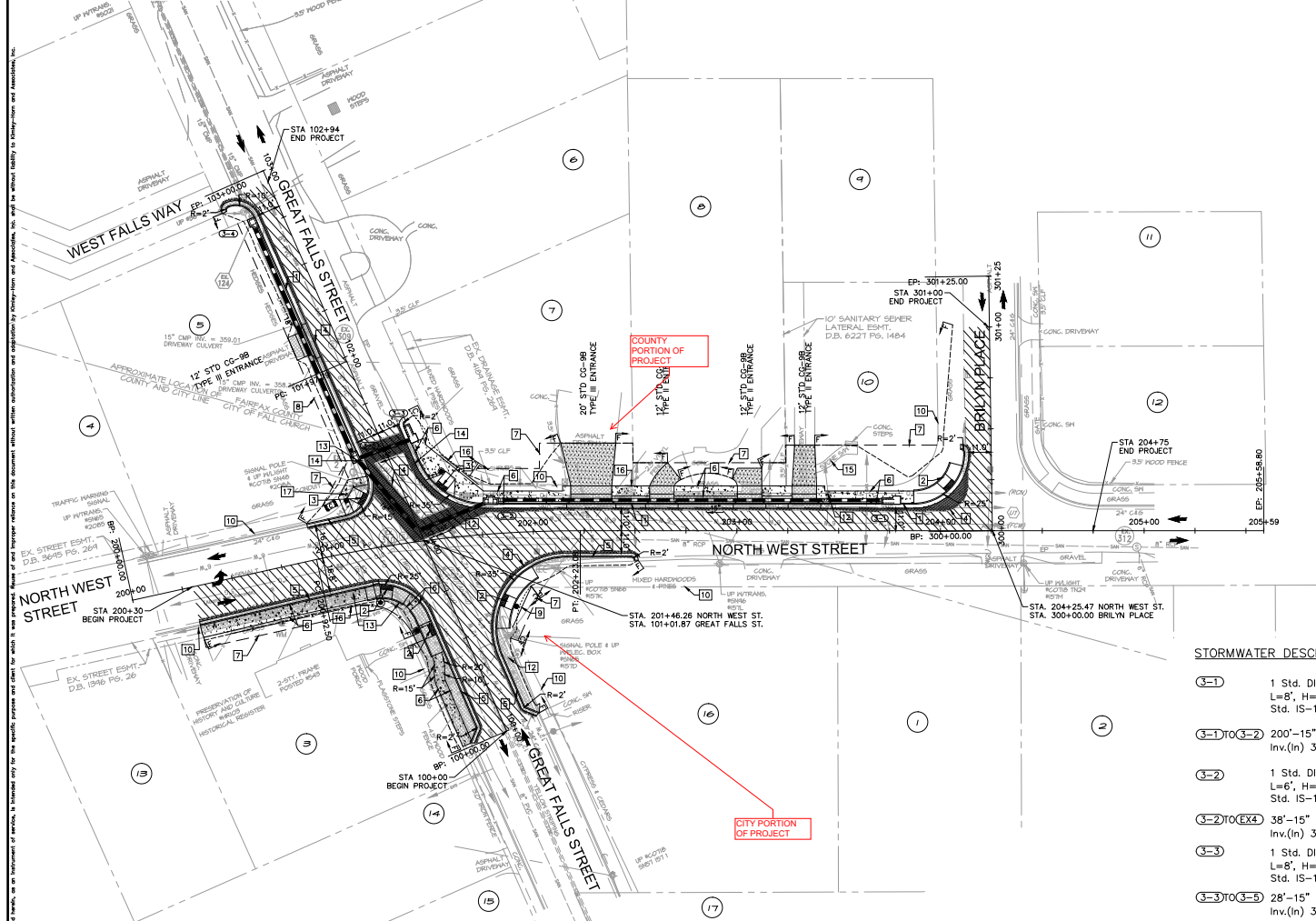
**AGREEMENT FOR THE JOINT EXERCISE  
OF CONSTRUCTION OF TRANSPORTATION  
IMPROVEMENTS**

Attachment D: County Resolution

TO BE INSERTED HERE

DRAFT

PROJECT MANAGER: JAMES BEALL, P.E. (703)877-5673  
 SURVEYED BY: FAIRFAX COUNTY (703)877-5600  
 DESIGN SUPERVISED BY: BRUCE BARNETT, P.E. (703)870-3599  
 DESIGNED BY: KIMLEY-HORN (703)674-1300



- LEGEND:**
- 1. FULL DEPTH PAVEMENT
  - 2. DRIVEWAY PAVEMENT
  - 3. MATCH EXISTING MATERIAL
  - 4. SAW CUT EXISTING PAVEMENT
  - 5. MILL AND OVERLAY
  - 6. DEMOLITION OF PAVEMENT
  - 7. TO BE REMOVED
  - 8. TO BE RELOCATED
  - 9. LIMITS OF CONSTRUCTION IN FILL
  - 10. LIMITS OF CONSTRUCTION IN CUT
  - 11. PROPOSED GRADING
  - 12. PROPOSED PERMANENT STORM DRAINAGE EASEMENT
  - 13. PROPOSED RIGHT OF WAY
  - 14. EXISTING RIGHT OF WAY
  - 15. EXISTING WATER METER TO BE RELOCATED
  - 16. EXISTING WATER VALVE TO BE ADJUSTED TO GRADE
  - 17. EXISTING GAS VALVE TO BE ADJUSTED TO GRADE
  - 18. EXISTING PIPE & STRUCTURE TO BE REMOVED
  - 19. RECONSTRUCT EXISTING STONE SIDEWALK
  - 20. REMOVE EXISTING FENCE AND REPLACE WITH APPROVED EQUAL
  - 21. RELOCATE EXISTING GUY WIRES (BY OTHERS)

**STORM SEWER**

EX. STORM STR-1	INV. IN 15" CMP FROM NORTH = 359.01 INV. OUT 15" CMP TO SOUTH = 358.36
EX. STORM STR-2	INV. IN 15" RCP TO EX. 4 = 357.44 TOP = 358.23 STRUCTURE PAVED OVER (PIPE SIZE AND MATERIAL UNKNOWN) BOTTOM OF STRUC. = 356.26
EX. STORM STR-3	INV. IN 15" RCP FROM EX. 2 = 355.30 TOP = 355.40 INV. IN 15" RCP FROM WEST = 343.23 INV. IN 15" RCP FROM EAST = 344.03 INV. OUT 18" RCP TO EX. 5 = 353.50
EX. STORM STR-4	TOP = 354.94 INV. IN 18" RCP FROM EX. 4 = 341.81 INV. IN 15" RCP FROM WEST = 343.23 INV. IN 15" RCP FROM EAST = 344.03 INV. OUT 18" RCP TO EX. 5 = 341.76
EX. STORM STR-5	TOP = 354.94 INV. IN 15" RCP FROM WEST = 343.23 INV. IN 15" RCP FROM EAST = 344.03 INV. OUT 18" RCP TO EX. 5 = 341.76

**SANITARY SEWER**

EX. SAN MH-A	INV. IN 8" DP FROM NORTH (0) = 354.83 INV. IN 8" DP FROM NORTH (5) = 358.18 INV. OUT 8" PVC TO EX. B = 354.64
EX. SAN MH-B	INV. IN 8" PVC FROM EX. A = 351.00 INV. OUT 8" PVC TO EX. D = 350.94
EX. SAN MH-C	TOP = 354.19 INV. IN 8" RCP FROM EAST = 350.27 INV. IN 8" RCP FROM SOUTH = 349.89 INV. OUT 8" RCP TO EX. D = 349.82
EX. SAN MH-D	TOP = 355.23 INV. IN 8" RCP FROM EX. B = 349.00 INV. IN 8" RCP FROM EX. C = 348.46 INV. OUT 8" RCP TO EX. E = 348.35
EX. SAN MH-E	TOP = 348.78 INV. IN 8" RCP FROM EX. D = 340.87 INV. OUT 8" RCP TO SOUTH = 340.94

**STORMWATER DESCRIPTIONS**

(3-1)	1 Std. DI-3B Req. L=8', H=3.9' Inv. 354.3 Std. IS-1 Req.	(3-4)	1 Std. DI-3B Req. L=4', H=6.4' Inv. 355.3 Modify to Accept 15" Pipe Std. IS-1 Req.
(3-1) TO (3-2)	200'-15" RCP-CLIII Req. (3' Cover) Inv.(In) 354.3, Inv.(Out) 353.7	(3-2) TO (3-5)	128'-18" RCP-CLIII Req. (4' Cover) Inv.(In) 355.3, Inv.(Out) 354.1
(3-2)	1 Std. DI-3C Req. L=6', H=6.3' Inv. 353.6 Std. IS-1 Req.	(3-5)	1 Std. DI-3B Req. L=4', H=6.0' Inv. 354.0 Std. IS-1 Req.
(3-2) TO (EX4)	38'-15" RCP-CLIII Req. (4' Cover) Inv.(In) 353.6 Inv.(Out) 353.5	(3-5) TO (EX4)	46'-18" RCP-CLIII Req. (4' Cover) Inv.(In) 354.0, Inv.(Out) 353.5
(3-3)	1 Std. DI-3B Req. L=8', H=5.8' Inv. 354.3 Std. IS-1 Req.	(EX4)	Modify Existing MH To Accept 15" and 18" Pipe Modify Existing MH To Remove 15" Pipe
(3-3) TO (3-5)	28'-15" RCP-CLIII Req. (4' Cover) Inv.(In) 354.3 Inv.(Out) 354.1		

GRAPHIC SCALE IN FEET  
 0 12.5 25 50

**Kimley»Horn**

© 2017 KIMLEY-HORN AND ASSOCIATES, INC.  
 11400 Commerce Park Drive, Suite 400, Reston, VA 20191  
 Phone: 703-674-1300

**EMERGENCY POLICE - FIRE - RESCUE 911**

**FAIRFAX COUNTY, VIRGINIA**  
 DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES  
 12000 GOVERNMENT CENTER PARKWAY, SUITE 449 FAIRFAX, VA., 22035-0052

**CAPITAL FACILITIES**  
 703-324-5800

**North West Street**  
**Sidewalk Improvements**  
 PLAN

PROJECT NO. ST-00036-003 FUND NO. 300-C30050

DESIGNED BY: DD SHEET  
 DRAFTED BY: TC  
 CHECKED BY: BB 3

PRE-FINAL PLANS  
 NOT FOR  
 CONSTRUCTION

NO.	DESCRIPTION	BY	APPROVED	DATE
1				

SCALE  
 HORIZ = 1"=25'  
 VERT = N/A

ATTACHMENT A

NORTH WEST STREET SIDEWALK IMPROVEMENTS - CITY OF FALLS CHURCH CONSTRUCTION COSTS						
ITEM	SPEC	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>GENERAL CONSTRUCTION &amp; EARTHWORK</b>						
00100	VDOT 513	MOBILIZATION	LS	1	\$32,893.53	\$32,893.53
00101	VDOT 517	CONSTRUCTION SURVEYING (CONSTR.)	LS	1	\$30,484.73	\$30,484.73
00110	VDOT 301	CLEARING & GRUBBING	LS	1	\$14,516.54	\$14,516.54
00120	VDOT 303	REGULAR EXCAVATION (EARTHWORK)	CY	50	\$50.00	\$2,500.00
	ATTD	NS MAINTENANCE OF TRAFFIC	LS	1	\$67,066.40	\$67,066.40
<b>DEMOLITION ITEMS</b>						
24410	VDOT 510	DEMOLITION OF PAVEMENT (CONCRETE RAMP/SIDEWALK, DRIVEWAYS, AND FULL DEPTH ASPHALT)	SY	147	\$10.00	\$1,465.56
11070	VDOT 315	SAW CUT EXISTING PAVEMENT	LF	279	\$8.00	\$2,232.00
24501	VDOT 510	NS REMOVE EXIST. CURB AND GUTTER	LF	208	\$10.00	\$2,080.00
69007	VDOT 509	FLOWABLE BACKFILL (ABANDON PIPE)	CY	0	\$270.00	\$0.00
24801	VDOT 510	NS REMOVE EXIST. DROP INLET	EA	0	\$500.00	\$0.00
24602	VDOT 510	NS REMOVE EXIST. FENCE	LF	43	\$20.00	\$860.00
<b>EROSION &amp; SEDIMENT CONTROL</b>						
27505	VDOT 303	TEMP. SILT FENCE TYPE A	LF	75	\$5.00	\$375.00
27461	VDOT 303	INLET PROTECTION, TYPE B	EA	4	\$250.00	\$1,000.00
	ATTD	TREE PROTECTION FENCING	LF	122	\$15.00	\$1,830.00
27012	VDOT 602	TOPSOIL CLASS A 2"	SY	63	\$4.00	\$250.22
	ATTD	SEEDING INCLUDING FERTILIZING	SY	63	\$3.00	\$187.67
<b>DRAINAGE ITEMS</b>						
01150	VDOT 302	15" RCP-CLIII	LF	0	\$85.00	\$0.00
01180	VDOT 302	18" RCP-CLIII	LF	0	\$100.00	\$0.00
06817	VDOT 302	DROP INLET DI-3B, L=4'	EA	0	\$5,500.00	\$0.00
06819	VDOT 302	DROP INLET DI-3B, L=8'	EA	0	\$6,000.00	\$0.00
06835	VDOT 302	DROP INLET DI-3C, L=6'	EA	0	\$6,000.00	\$0.00
00588	VDOT 501	UNDERDRAIN UD-4	LF	0	\$15.00	\$0.00
24825	VDOT 510	NS MODIFY EXIST. STRUCT.	EA	0	\$2,000.00	\$0.00
<b>INCIDENTAL ITEMS</b>						
12920	VDOT 502	ENTRANCE GUTTER CG-9B	SY	0	\$250.00	\$0.00
13220	VDOT 504	HYDR. CEMENT CONC. SIDEWALK 4"	SY	29	\$80.00	\$2,311.11
13220	VDOT 504	HYDR. CEMENT CONC. SIDEWALK 4" (CURB RAMPS)	SY	83	\$80.00	\$6,622.22
10121	VDOT 308	AGGREGATE BASE MATERIAL, TYPE I, NO. 21A, 4" DEPTH (SIDEWALK AND CURB RAMPS)	TON	10	\$40.00	\$381.33
13108	ATTD	CG-12 DETECTABLE WARNING SURFACE	SY	5	\$300.00	\$1,600.00
12020	VDOT 502	STD. CURB CG-2 (CURB RAMPS)	LF	63	\$35.00	\$2,205.00
12600	VDOT 502	STD. COMB. CURB AND GUTTER CG-6	LF	0	\$40.00	\$0.00
12610	VDOT 502	RAD. COMB. CURB AND GUTTER CG-6	LF	0	\$45.00	\$0.00
	ATTD	FALLS CHURCH STANDARD CURB AND GUTTER R.03 (2' WIDE)	LF	242	\$40.00	\$9,680.00
	ATTD	FALLS CHURCH STANDARD RIGHT OF WAY MONUMENT	EA	2	\$300.00	\$600.00
	ATTD	DECORATIVE FENCE AND GRAVEL (SW CORNER)	LF	40	\$100.00	\$4,000.00
<b>PAVEMENT ITEMS</b>						
16523	VDOT 515	FLEXIBLE PAVEMENT PLANING (ABOVE 2"-4")	SY	602	\$20.00	\$12,033.33
16340	VDOT 315	*ASPHALT CONCRETE SM-9.5D, 2" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	5	\$220.00	\$1,113.20
16362	VDOT 315	*ASPHALT CONCRETE IM-19.0A, 4" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	10	\$200.00	\$2,024.00
16390	VDOT 315	*ASPHALT CONCRETE BM-25.0A, 6" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	15	\$185.00	\$2,808.30
10121	VDOT 308	*AGGREGATE BASE MATERIAL, TYPE I, NO. 21B, 8" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	20	\$45.00	\$910.80
	ATTD	DRIVEWAY RESTORATION, TYPE III ASPHALT AND BASE MATERIAL	SY	0	\$80.00	\$0.00
	ATTD	DRIVEWAY RESTORATION, TYPE II CONCRETE AND BASE MATERIAL	SY	0	\$100.00	\$0.00
		*Pavement Layers are assumed. Proposed full depth pavement shall meet or exceed the depths and types of existing pavement layers.				
<b>PAVEMENT MARKING &amp; SIGNAGE</b>						
	ATTD	RELOC. EXIST. SIGN STRUCT. TY I (AT EACH LOCATION)	EA	3	\$700.00	\$2,100.00
54032	VDOT 704	TYPE B CLASS I PVMT LINE MRKG. 4" (YELLOW)	LF	36	\$2.00	\$72.00
54042	VDOT 704	TYPE B CLASS I PVMT LINE MRKG. 24" (WHITE)	LF	367	\$10.00	\$3,670.00
<b>TRAFFIC SIGNAL</b>						
56052	VDOT 700	BORED CONDUIT 4"	LF	390	\$ 45.00	\$ 17,550.00
56054	VDOT 700	3" PVC CONDUIT	LF	100	\$ 10.00	\$ 1,000.00
56022	VDOT 700	2" METAL CONDUIT	LF	30	\$ 14.00	\$ 420.00
56200	VDOT 700	TRENCH EXCAVATION ECI-1	LF	120	\$ 7.00	\$ 840.00
55587	VDOT 700	JUNCTION BOX JB-S2	EA	10	\$ 850.00	\$ 8,500.00
55060	VDOT 700	6 CONDUCTOR CABLE	LF	80	\$ 1.50	\$ 120.00
51607	VDOT 700	14/7 CONDUCTOR CABLE	LF	1040	\$ 1.60	\$ 1,664.00
52404	VDOT 700	AUDIBLE PEDESTRIAN SIGNAL (APS) PEDESTRIAN SIGNAL HEAD SP-9	EA	8	\$ 1,500.00	\$ 12,000.00
51212	VDOT 700	PEDESTAL POLE PF-2 12"	EA	2	\$ 650.00	\$ 1,300.00
51240	VDOT 700	CONCRETE FOUNDATION PF-2	EA	2	\$ 1,050.00	\$ 2,100.00
51951	VDOT 700	INSTALL SIGN	SF	20	\$ 100.00	\$ 2,000.00
51509	VDOT 700	VIDEO DETECTION SYSTEM	EA	1	\$ 13,000.00	\$ 13,000.00
51507	VDOT 700	VIDEO DETECTION CAMERA	EA	4	\$ 4,200.00	\$ 16,800.00
51508	VDOT 703	VIDEO DETECTION CABLE	LF	350	\$ 1.50	\$ 525.00
	ATTD	NS FURNISH AND INSTALL CONTROLLER AND CABINET	EA	1	\$ 27,000.00	\$ 27,000.00
51245	VDOT 700	CONCRETE FOUNDATION CF-1	EA	1	\$ 1,000.00	\$ 1,000.00
51238	VDOT 703	CONC. FOUND. SIGNAL POLE PF-8	EA	3	\$ 10,000.00	\$ 30,000.00
51475	VDOT 700	MP-3 SIGNAL MAST ARM POLE, ORNAMENTAL 20' MAST ARM	EA	1	\$ 11,000.00	\$ 11,000.00
51475	VDOT 700	MP-3 SIGNAL MAST ARM POLE, ORNAMENTAL 22' MAST ARM	EA	1	\$ 12,000.00	\$ 12,000.00
51475	VDOT 700	MP-3 SIGNAL MAST ARM POLE, ORNAMENTAL 42' MAST ARM	EA	1	\$ 16,500.00	\$ 16,500.00
51184	VDOT 703	TRAFFIC SIGNAL HEAD, LED, 3-SECTION, 12" LENS	EA	8	\$ 1,000.00	\$ 8,000.00
59000	VDOT 705	NS LIGHTING (Falls Church "Down Bell" Style Lighting)	LS	1	\$ 35,000.00	\$ 35,000.00
51942	VDOT 510	RELOCATE EXISTING SIGNAL EQUIPMENT	LS	1	\$ 2,500.00	\$ 2,500.00
51936	VDOT 703	REMOVE EXISTING CONTROLLER	EA	1	\$ 1,500.00	\$ 1,500.00
51935	VDOT 703	REMOVE EXISTING SIGNAL HEAD	EA	8	\$ 200.00	\$ 1,600.00
	ATTD	NS REMOVE EXIST. SPAN WIRE	LS	1	\$ 1,500.00	\$ 1,500.00
<b>CONSTRUCTION SUB TOTAL</b>						
						\$435,291.92
<b>CONTINGENCY</b>						\$43,529.19
<b>CONSTRUCTION TOTAL</b>						<b>\$478,821.12</b>

CEI (consultant) at 6%				\$28,729.27
Testing @25%				\$119,705.28
Fairfax County Staff Time Inspection and Oversight @5%				\$23,941.06
				\$0.00
<b>Total City of Falls Church costs</b>				<b>\$651,196.72</b>

USE

**\$655,000.00**

The County and the City may agree that additional amounts may be billed for services to be performed by the County, up to a maximum total of six hundred fifty five thousand dollars (\$655,000). The County shall not bill the City for any amount exceeding \$655,000, unless agreed to by the City in advance in writing.

NORTH WEST STREET SIDEWALK IMPROVEMENTS - FAIRFAX COUNTY CONSTRUCTION COSTS						
ITEM	SPEC	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>GENERAL CONSTRUCTION &amp; EARTHWORK</b>						
00100	VDOT 513	MOBILIZATION	LS	1	\$28,456.22	\$28,456.22
00101	VDOT 517	CONSTRUCTION SURVEYING (CONSTR.)	LS	1	\$25,259.47	\$25,259.47
00110	VDOT 301	CLEARING & GRUBBING	LS	1	\$12,210.23	\$12,210.23
00120	VDOT 303	REGULAR EXCAVATION (EARTHWORK)	CY	70	\$50.00	\$3,500.00
24265	ATTD	NS MAINTENANCE OF TRAFFIC	LS	1	\$56,334.84	\$56,334.84
<b>DEMOLITION ITEMS</b>						
24410	VDOT 510	DEMOLITION OF PAVEMENT (CONCRETE RAMP/SIDEWALK, DRIVEWAYS, AND FULL DEPTH ASPHALT)	SY	461	\$10.00	\$4,612.22
11070	VDOT 315	SAW CUT EXISTING PAVEMENT	LF	1007	\$8.00	\$8,056.00
24501	VDOT 510	NS REMOVE EXIST. CURB AND GUTTER	LF	0	\$10.00	\$0.00
69007	VDOT 509	FLOWABLE BACKFILL (ABANDON PIPE)	CY	2	\$270.00	\$540.00
24801	VDOT 510	NS REMOVE EXIST. DROP INLET	EA	1	\$500.00	\$500.00
24602	VDOT 510	NS REMOVE EXIST. FENCE	LF	90	\$25.00	\$2,250.00
<b>EROSION &amp; SEDIMENT CONTROL</b>						
27505	VDOT 303	TEMP. SILT FENCE TYPE A	LF	139	\$5.00	\$695.00
27461	VDOT 303	INLET PROTECTION, TYPE B	EA	7	\$250.00	\$1,750.00
	ATTD	TREE PROTECTION FENCING	LF	55	\$15.00	\$825.00
27012	VDOT 602	TOPSOIL CLASS A 2"	SY	386	\$4.00	\$1,544.89
	ATTD	SEEDING INCLUDING FERTILIZING	SY	386	\$3.00	\$1,158.67
<b>DRAINAGE ITEMS</b>						
01150	VDOT 302	15" RCP-CLIII	LF	237	\$85.00	\$20,145.00
01180	VDOT 302	18" RCP-CLIII	LF	200	\$100.00	\$20,000.00
06817	VDOT 302	DROP INLET DI-3B, L=4'	EA	2	\$5,500.00	\$11,000.00
06819	VDOT 302	DROP INLET DI-3B, L=8'	EA	2	\$6,000.00	\$12,000.00
06835	VDOT 302	DROP INLET DI-3C, L=6'	EA	1	\$6,000.00	\$6,000.00
00588	VDOT 501	UNDERDRAIN UD-4	LF	443	\$15.00	\$6,645.00
24825	VDOT 510	NS MODIFY EXIST. STRUCT.	EA	1	\$2,000.00	\$2,000.00
<b>INCIDENTAL ITEMS</b>						
12920	VDOT 502	ENTRANCE GUTTER CG-9B	SY	83	\$250.00	\$20,777.78
13220	VDOT 504	HYDR. CEMENT CONC. SIDEWALK 4"	SY	133	\$80.00	\$10,604.44
13220	VDOT 504	HYDR. CEMENT CONC. SIDEWALK 4" (CURB RAMPS)	SY	29	\$80.00	\$2,302.22
10121	VDOT 308	AGGREGATE BASE MATERIAL, TYPE I, NO. 21A, 4" DEPTH (SIDEWALK AND CURB RAMPS)	TON	44	\$40.00	\$1,749.73
13108	ATTD	CG-12 DETECTABLE WARNING SURFACE	SY	3	\$300.00	\$800.00
12020	VDOT 502	STD. CURB CG-2 (CURB RAMPS)	LF	24	\$35.00	\$840.00
12600	VDOT 502	STD. COMB. CURB AND GUTTER CG-6	LF	380	\$40.00	\$15,200.00
12610	VDOT 502	RAD. COMB. CURB AND GUTTER CG-6	LF	118	\$45.00	\$5,310.00
	ATTD	FALLS CHURCH STANDARD CURB AND GUTTER R.03 (2' WIDE)	LF	0	\$40.00	\$0.00
	ATTD	FALLS CHURCH STANDARD RIGHT OF WAY MONUMENT	EA	0	\$300.00	\$0.00
	ATTD	DECORATIVE FENCE AND GRAVEL (SW CORNER)	LF	0	\$100.00	\$0.00
<b>PAVEMENT ITEMS</b>						
16523	VDOT 515	FLEXIBLE PAVEMENT PLANING (ABOVE 2"-4")	SY	828	\$20.00	\$16,564.44
16340	VDOT 315	*ASPHALT CONCRETE SM-9.5D, 2" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	39	\$220.00	\$8,627.30
16362	VDOT 315	*ASPHALT CONCRETE IM-19.0A, 4" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	78	\$200.00	\$15,686.00
16390	VDOT 315	*ASPHALT CONCRETE BM-25.0A, 6" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	118	\$185.00	\$21,764.33
10121	VDOT 308	*AGGREGATE BASE MATERIAL, TYPE I, NO. 21B, 8" DEPTH (FOR FULL DEPTH PAVEMENT)	TON	157	\$45.00	\$7,058.70
	ATTD	DRIVEWAY RESTORATION, TYPE III ASPHALT AND BASE MATERIAL	SY	65	\$80.00	\$5,200.00
	ATTD	DRIVEWAY RESTORATION, TYPE II CONCRETE AND BASE MATERIAL	SY	47	\$100.00	\$4,677.78
		*Pavement Layers are assumed. Proposed full depth pavement shall meet or exceed the depths and types of existing pavement layers.				
<b>PAVEMENT MARKING &amp; SIGNAGE</b>						
50610	ATTD	RELOC. EXIST. SIGN STRUCT. TY I (AT EACH LOCATION)	EA	3	\$700.00	\$2,100.00
54032	VDOT 704	TYPE B CLASS I PVMT LINE MRKG. 4" (YELLOW)	LF	750	\$2.00	\$1,500.00
54042	VDOT 704	TYPE B CLASS I PVMT LINE MRKG. 24" (WHITE)	LF	22	\$10.00	\$220.00
		CONSTRUCTION SUB TOTAL				\$366,465.26
		CONTINGENCY		10%		\$36,646.53
		<b>CONSTRUCTION TOTAL</b>				<b>\$403,111.78</b>

CEI (consultant) at 6%				\$24,186.71
Testing @25%				\$100,777.95
Fairfax County Staff Time Inspection and Oversight @5%				\$20,155.59
				\$0.00
<b>Total Fairfax County costs</b>				<b>\$548,232.03</b>

USE				<b>\$550,000.00</b>
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Board Agenda Item  
October 30, 2018

ACTION - 5

Endorsement of Transportation Projects and Authorization for the Department of Transportation to Apply for Funding from the Commonwealth of Virginia's Pedestrian Safety Action Plan Grant Program (Braddock, Mason, Hunter Mill, Sully, Lee, Mount Vernon Districts)

ISSUE:

Board of Supervisors authorization is requested for the Department of Transportation (FCDOT) to apply for funding from the Virginia Department of Transportation (VDOT) Pedestrian Safety Action Plan (PSAP) Grant Program.

The applications require a project endorsement resolution (Attachment 1) from the local governing body. No Local Cash Match is required. No new General Fund resources are required. If the County is awarded funding, staff will submit another item to accept the awards and execute the Standard Project Administration Agreements with VDOT.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors authorize FCDOT to apply for funding in the amount of \$2,634,500 through the VDOT Pedestrian Safety Action Plan Grant Program and to adopt the project endorsement resolution (Attachment 1). Funding in the amount of \$2,634,500 will be requested in support of the following projects:

- Little River Turnpike at I-495 Ramps; TPE - \$1,050,500
- Little River Turnpike at Conwell Drive; TPE - \$330,000
- Columbia Pike at Lincolnia Drive; TPE - \$330,000
- South Lakes Drive at Tanbark Drive (East); TPE - \$385,000
- Franklin Farm Road at Old Dairy Road and Thorngate Drive; TPE - \$176,000
- Bluemont Way at Discovery Street; TPE - \$165,000
- Frye Road Crosswalk 300 Feet North of Richmond Highway; TPE - \$198,000

Each of these projects are further described in Attachment 2.

TIMING:

Board of Supervisors' approval is requested on October 30, 2018, to meet the VDOT project submission deadline of November 1, 2018.

BACKGROUND:

VDOT recently completed a statewide PSAP to identify sites where specific infrastructure countermeasures should be considered to improve pedestrian safety. The PSAP evaluated corridors according to the potential for pedestrian crashes, as well as specific sites with a history of reported pedestrian crashes.

VDOT's Traffic Engineering Division (TED) has limited funding available to implement an initial set of projects on priority corridors and sites identified in the PSAP. These Federal Highway Safety Improvement Program (HSIP) funds are available to build lower-cost, proven countermeasures including (but not limited to) the following:

- High visibility crosswalks, overhead crosswalk lighting.
- Advance stop or yield markings and signs, in-street pedestrian yield signs, turn restriction signs.
- Pedestrian refuge islands.
- Pedestrian countdown signals (for established crossings and signalized intersections).
- Rectangular Rapid-Flashing Beacons (RRFBs).
- Road Diets (pavement and marking reallocation).

Projects receiving PSAP funds must be scheduled for construction advertisement by March 2019. TED will work closely with VDOT Districts to scope specific projects and develop a schedule for installation. To meet this milestone, District offices will develop candidate projects according to this schedule:

- August 1 – November 1, 2018: submit candidate projects through Smart Portal.
- November 2018: TED notifies district offices which candidate projects are selected for funding.
- March 2019: districts/localities advertise projects.
- April 2019: districts/localities award projects for construction.
- December 2019: districts/localities complete projects.

Due to the expedited schedule and need to get the maximum return on limited PSAP funding, TED will only fund projects that meet the following criteria:

- The project does not require any right-of-way or easement acquisition.
- The project does not include widening the roadway.
- The project does not require removing, replacing, or relocating longitudinal curb and gutter.
- All projects must comply with accessibility standards, as maintained by the US Access Board and otherwise adopted by VDOT.
- The project should not include sidewalk construction.

Given the criteria of the PSAP (focusing specifically on priority corridors identified in the



Board Agenda Item  
October 30, 2018

study), scheduling requirements, and need for additional funding, County staff recommends forwarding the following projects to VDOT for FY2018-2019 funding consideration with grant requests equal to the Total Project Estimate (see Attachment 2 for additional project description details):

- Little River Turnpike at I-495 Ramps\*; Request - \$1,050,500
- Little River Turnpike at Conwell Drive\*; Request - \$330,000
- Columbia Pike at Lincolnia Drive; Request - \$330,000
- South Lakes Drive at Tanbark Drive (East); Request - \$385,000
- Franklin Farm Road at Old Dairy Road and Thorngate Drive; Request - \$176,000
- Bluemont Way at Discovery Street\*; Request - \$165,000
- Frye Road Crosswalk 300 Feet North of Richmond Highway; Request - \$198,000

*\*Previously approved by the Board in the Transportation Priorities Plan (TPP) adopted on January 28, 2014. VDOT's PSAP study focused on specific corridors in the Commonwealth, therefore not all suggested projects are in the TPP.*

Applications are due to VDOT on November 1, 2018. The applications submitted to VDOT will be reviewed by VDOT staff, and funding announcements will be made in November 2018.

FISCAL IMPACT:

Grant funding in the amount of \$2,634,500 is being requested from VDOT's PSAP Program to improve pedestrian safety at seven locations throughout the County. No Local Cash Match is required. No new General Fund resources are required. If the County is awarded funding, staff will submit another item to accept the awards and execute the Standard Project Administration Agreements with VDOT.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution Endorsing Transportation Projects Being Submitted through the Pedestrian Safety Action Program

Attachment 2 – Project Details

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, FCDOT

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Chris Wells, Transportation Planner, Capital Projects and Operations Division, FCDOT

Lauren Delmare, Transportation Planner, Capital Projects and Operations Division, FCDOT

Brent Riddle, Transportation Planner, Coordination and Funding Division, FCDOT

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

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, October 30, 2018, at which meeting a quorum was present and voting, the following resolution was adopted.

### **PROJECT ENDORSEMENT RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby endorses and approves submissions to the Virginia Department of Transportation, requests for funding through the Commonwealth of Transportation Board's FY2018-2019 Pedestrian Safety Action Plan Program Grant Program for the following projects with requested amounts not to exceed:

- Little River Turnpike at I-495 Ramps; TPE - \$1,050,500
- Little River Turnpike at Conwell Drive; TPE - \$330,000
- Columbia Pike at Lincolnia Drive; TPE - \$330,000
- South Lakes Drive at Tanbark Drive (East); TPE - \$385,000
- Franklin Farm Road at Old Dairy Road and Thorngate Drive; TPE - \$176,000
- Bluemont Way at Discovery Street; TPE - \$165,000
- Frye Road Crosswalk 300 Feet North of Richmond Highway; TPE - \$198,000

Adopted this 30<sup>th</sup> day of October 2018, Fairfax, Virginia

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

## List of Recommended Projects for Grant Submissions Fall 2018

## Attachment 2

### Pedestrian Safety Action Plan Projects

Project	Project Description	Grant Request	TPP ID	District
Little River Turnpike at I-495 Ramps	The project consists of crosswalk improvements at eight ramps connecting I-495 to Little River Turnpike, including relocating crosswalks to improve pedestrian visibility and adding Rectangular Rapid Flashing Beacons and pedestrian warning signage.	\$1,050,500	229 (subproject of)	Braddock, Mason
Little River Turnpike at Conwell Drive	The project consists of adding a pedestrian refuge island at the existing crosswalk across Little River Turnpike at Conwell Drive. The project also includes a short sidewalk segment and new curb ramps to connect the crosswalk to the existing sidewalks.	\$330,000	229 (subproject of)	Mason
Columbia Pike at Lincolnia Drive	The project consists of adding a pedestrian crossing across the south leg of the signalized intersection of Columbia Pike and Lincolnia Drive to improve safety and connectivity. The project includes adding curb ramps, a pedestrian refuge island, and pedestrian signal poles.	\$330,000	N/A	Mason
South Lakes Drive at Tanbark Drive (East)	This project consists of adding a pedestrian refuge island and Rectangular Rapid Flashing Beacons to the existing crosswalk across South Lakes Drive at the eastern intersection with Tanbark Drive near South Lakes High School.	\$385,000	N/A	Hunter Mill
Franklin Farm Road at Old Dairy Road and Thorngate Drive	This project consists of adding Rectangular Rapid Flashing Beacons and accompanying pedestrian warning signage to the two existing crosswalks across Franklin Farm Road at the intersections with Old Dairy Road and with Thorngate Drive.	\$176,000	N/A	Sully
Bluemont Way at Discovery Street	This project consists of adding a pedestrian refuge island and Rectangular Rapid Flashing Beacons to improve safety at the existing crosswalk at Bluemont Way and Discovery Street.	\$165,000	189.01	Hunter Mill

**List of Recommended Projects for Grant Submissions Fall 2018****Attachment 2**

Frye Road Crosswalk 300 Feet North of Richmond Highway	This project consists of a new pedestrian refuge island, curb ramps and Rectangular Rapid Flashing Beacons at the existing crosswalk on Frye Road approximately 300 feet north of Richmond Highway.	\$198,000	N/A	Lee/Mount Vernon
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ACTION – 6

Approval of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt and/or Taxable Bonds, and Authorization for the FCRHA to: 1) Submit an Application to Virginia Department of Housing and Community Development (VADHCD) for Tax-Exempt Bond Allocation; and 2) Make Housing Blueprint Loan to Parkwood Venture LP, to Finance the Acquisition and Rehabilitation of the Parkwood Apartments, Located at 6034 Vista Drive, Falls Church, Virginia (Mason District)

ISSUE:

It is requested that the Fairfax County Board of Supervisors (the Board) 1) approve the issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of tax-exempt and/or taxable bonds in an amount not to exceed \$30 million; 2) authorize the FCRHA to submit an application to the Virginia Department of Housing and Community Development (VADHCD) for tax-exempt bond allocations; and 3) authorize the FCRHA to make a Housing Blueprint loan in the amount of \$2,545,923 in each case, to finance the rehabilitation of the current 221 units and the addition of four units (total of 225 units) of affordable multifamily housing, known as Parkwood Apartments (the Project). Approval of these actions is necessary to finance the acquisition and rehabilitation of the Project.

RECOMMENDATION:

The County Executive recommends: 1) approving the FCRHA's issuance of private activity tax-exempt and/or taxable bonds in an amount not to exceed \$30 million for the acquisition and rehabilitation of the Parkwood Apartments; 2) authorizing the FCRHA to submit an application to VADHCD for tax-exempt bond allocation for Parkwood Apartments acquisition and rehabilitation; and 3) authorizing the FCRHA to make a Housing Blueprint loan in the amount of \$2,545,923 to finance the rehabilitation of the current 221 units and the addition of four units (total of 225 units) of affordable multifamily housing.

TIMING:

Immediate. MRK Partners Inc. (MRK Partners) submitted an application for Federal Housing Administration (FHA) financing with the U.S. Department of Housing and Urban Development (HUD) in August, 2018 and an application to the Virginia Housing and Development Authority (VHDA) in September, 2018 for four percent by-right tax credits for the Project. The application to VADHCD for tax-exempt bond allocation is considered on a first-come first-served basis and in order to secure the bond allocation, the FCRHA would like to submit the application to VADHCD immediately after the Board's approval.

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In addition, per VADHCD guidelines, the bond financing needs to close by December 14, 2018 and the Board needs to authorize certain actions regarding the bond issuance and approval of the Housing Blueprint Loan at its October 30, 2018 meeting.

BACKGROUND:

In July 2017, the Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for the Housing Blueprint Funds of \$12,945,923. In response to the NOFA, HCD received three proposals with financing requests totaling \$15,355,674. The FCRHA and the Board approved \$7,400,000 out of \$12,945,923 in February 2018 for Wesley Development Housing Corporation's (WDHC) Arden project. Another application was submitted by MRK Partners requesting \$3,000,000 for the rehabilitation of the Parkwood Apartments. After reviewing the application, the Selection Advisory Committee (SAC) recommended approval of MRK Partners/Parkwood of approximately \$2,545,923 for the rehabilitation of the Project. HCD will bring forward a recommendation for the third Blueprint proposal to the Board at a later date.

The Parkwood Project was built in 1949 and currently consists of 221 units in 17 buildings and one community building. Parkwood is operated under the Low Income Housing Tax Credit (LIHTC) Program with 100 percent of units at or below 60 percent of Area Median Income (AMI) and has extended use rent restrictions until 2025.

The Project was acquired by MRK Partners on July 27, 2017 in a competitive bid for \$34,450,000 using \$30,605,100 of Freddie Mac financing which is due in February 2020, and the remaining \$3,844,900 from MRK Partners.

APPLICANT:

MRK Partners is a privately held real estate investment and asset management company, based in California, specializing in the acquisition, repositioning, and preservation of affordable housing. MRK Partners' portfolio currently consists of projects located throughout California, Florida, Maryland, Michigan, Virginia, and the Washington, DC metro area.

Since its inception in 2015, MRK Partners has acquired a total of 2,648 units throughout the nation that either have already been or will be rehabilitated over the next few years. Of this total, MRK Partners will have rehabilitated 545 units in the Washington, DC metro region by the end of 2019, including the Parkwood Apartments.

MRK Partners has provided customized services for residents, such as after school programs, adult education classes, computer lab access, English as a Second Language, resume building and financial planning, health and wellness, and resident gardens, etc. Services are provided through non-profit partners and other providers, based on the region and property specific requirements.

PROJECT DESCRIPTION AND PROPOSED SCOPE OF REHABILITATION:

Located at 6034 Vista Drive, Falls Church, VA in the Mason District, the 221-unit Project operates under the LIHTC Program with 100 percent of units at or below 60 percent of AMI and has extended use rent restrictions until 2025. MRK Partners, through a special purpose borrower, will rehabilitate the Project and add four additional units (one 1-bedroom (BR) and three 2-BR) in some of the unused space in the apartment buildings.

The Project is conveniently located in the Culmore area, and is close to bus transit and a few blocks from the heavily traveled Leesburg Pike, which provides access to shopping centers, major employers, and is within five miles of several highways and interstates.

The Project is currently zoned Residential District, 20 Dwelling Units/Acre (R-20), which permits a density maximum of 20 dwelling units per acre, plus bonus density granted for the provision of affordable housing, for a total maximum of not more than 24 units per acre. MRK Partners will not need additional zoning approvals to add four new units to the Project. In addition, the Project is not subject to any proffered conditions, special exceptions, special permit or variance approvals.

MRK Partners has submitted a minor site plan for zoning and parking approval to include four units of new construction in the existing unused space. These units will increase the density to 19.53 dwelling units per acre which is within the allowed density of the R-20 District and will need additional parking spaces at the rate of 1.6 spaces per dwelling unit. MRK Partners will comply with all the Fairfax County zoning regulations.

The proposed rehabilitation of the Project will take place over a 12-month period and include the following:

- Unit interiors including kitchen cabinets, appliances, bathroom flooring, plumbing, carpet replacements and building systems.
- Exterior and Structural, including roofs, plumbing, pavement repair, new signage and updates to existing landscaping
- Amenities and services, including the three laundry facilities, a playground, a leasing office and a community room, will be renovated and maintained.
- Thirteen units will be updated to be Uniform Federal Accessibility Standards (UFAS) compliant including new cabinets and countertops lowered to an accessible height; door clearances to allow wheel chair access; door handles replaced by lever handles; appliances with front controls; and bathroom updates with new toilets and new sinks.

POTENTIAL BENEFITS:

- a) The rent restrictions under the current Extended Use Agreement expire in 2025, at which time, the Project could be converted to market rate. This provides an opportunity to preserve the Project for at least another 30 years.
- b) Thirteen units will be UFAS compliant serving residents with physical disabilities.
- c) The Project will undergo a major rehabilitation as described above.
- d) Four units will be leased at or below 50 percent of AMI within one year after the rehabilitation is complete, with the balance at or below 60 percent of AMI.

**RELOCATION:**

MRK Partners is working on a relocation plan, which will be reviewed and approved by HCD's Homeownership Division before the closing on the financing.

The need for temporary relocation of residents during construction is due to the re-pipe of the plumbing that will be completed at each building. The water will be shut off during this period. Therefore, tenants will need to be temporarily relocated for two weeks. Units will be walked prior to their rehabilitation and any issues that are discovered will be fixed before the tenants move back in their units.

Comprehensive Relocation and Housing Services (CRHS) has been identified as relocation consultants. In consultation with the relocation consultants, MRK Partners has budgeted \$650,000 for relocation to hotels in the area and other relocation related expenses.

**RENTS AND AFFORDABILITY RESTRICTIONS:**

The following tables represent the proposed rents for Parkwood Apartments:

<b>Unit Type</b>	<b>Number of Units</b>	<b>Square Footage</b>	<b>Gross Allowable Rents</b>	<b>Utility Allowance</b>	<b>Net Rents</b>	<b>AMI Levels (%)</b>
1BR/1BA	49	610	\$1,319	\$45	\$1,274	60
2BR/1BA	176	750	\$1,582	\$59	\$1,523	60
<b>Total</b>	<b>225</b>	<b>161,890</b>	<b>\$343,063</b>	<b>\$12,589</b>	<b>\$330,474</b>	

The Project, at closing, will continue to have 100 percent of the units affordable to households with incomes at or below 60 percent of AMI, and MRK Partners has committed to lease four of these units at or below 50 percent of AMI within one year after the rehabilitation is complete. Rent includes water, sewer and trash removal. Tenants will pay for electricity and natural cooking gas, which are individually metered.

**APPRAISED VALUE:**

HCD engaged an independent appraiser from the Robert Paul Jones Company, LLC to confirm and ensure that the valuation fully collateralizes the FCRHA Housing Blueprint loan. The cost for this appraisal will be borne by MRK Partners. According to the appraisal dated September 4, 2018, the 'post renovation' value based on restricted rents is \$39,630,000 and the 'forced liquidation decontrol value' is \$49,750,000.

The Fairfax County Department of Tax Administration has reviewed the appraisal and approved the values, as well as the methodology used to determine those values.

**Assessed Value (2018)**

Land: \$7,956,000  
Building \$21,643,040  
Total: \$29,599,040



OWNERSHIP STRUCTURE, FINANCING PLAN AND TERMS OF HOUSING  
BLUEPRINT LOAN

See Attachment 3.

TIMELINE:

Certain formal actions need to be undertaken by the FCRHA in connection with the issuance of private activity tax-exempt and/or taxable bonds. The Declaration of Intent was executed on July 13, 2017 evidencing the FCRHA's intent to issue the bonds. Pursuant to federal law, the FCRHA held the federally required Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing on October 24, 2018. For the issuance of the bonds, an application will be made by the FCRHA to VADHCD for a tax-exempt financing allocation under the state volume cap. With receipt of this allocation, Parkwood Venture LP will be eligible for four (4) percent, by-right, federal low-income housing tax credits. Prior to actually issuing the bonds, the FCRHA must authorize a final bond resolution.

The estimated timetable of the proposed actions is as follows:

Declaration of Intent Executed	July 13, 2017 <b>COMPLETED</b>
Finance Committee Presentation by the Developer & Approval of the Financing Plan	September 19, 2018 <b>COMPLETED</b>
FCRHA Approval of the Financing Plan & Authorization to Grant the TEFRA Hearing	September 27, 2018 <b>COMPLETED</b>
First advertisement for TEFRA Hearing	October 2018
Second advertisement for TEFRA Hearing	October 2018
FCRHA holds TEFRA Hearing: Authorization to Submit Financing Plan to Board of Supervisors	October 24, 2018
Board of Supervisors Resolution required under TEFRA	October 30, 2018
Application to VADHCD for allocation under state volume cap	November 2018
Final FCRHA Bond Resolution	December 5, 2018
Bond Sale by Underwriter	December 2018
Issuance of Bonds (Closing)	December 2018

CLOSING:

The Housing Blueprint Loan and tax-exempt and/or taxable bond financing will be closed following approvals by the FCRHA and the Board. However, requirements for the closing include, but are not limited to the following items being completed:

1. First mortgage loan, Housing Blueprint Loan and tax-exempt and/or taxable bond financing closing
2. Reservation of tax credits from VHDA
3. Commitment and disbursement from tax credit investor

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4. Approval of the Relocation Plan by HCD Staff
5. Final underwriting by HCD Staff
6. Receipt and approval of all third-party reports by HCD staff
7. Other factors as deemed necessary to protect the interest of the FCRHA and Fairfax County

STAFF IMPACT:

HCD staff has spent a considerable amount of time in the last 12 months underwriting and structuring the transaction with tax-exempt bonds and Housing Blueprint funds, working directly with MRK Partners on their first project in Fairfax County, and coordinating with the Office of the County Attorney on issues related to procurement, legal opinion, and design and environmental considerations.

FISCAL IMPACT:

Funding of approximately \$2,545,923 will be allocated from funds identified as part of the Fiscal Year 2018 Housing Blueprint Project in Fund 300-C30300, Penny for Affordable Housing Fund, project 2H38-180-000 with a project balance of \$13,290,148 as of October 4, 2018.

The FCRHA will receive an upfront bond issuance fee and monitoring fee at the time of closing as well as ongoing monitoring fees for the bonds and Housing Blueprint loan according to the following table. All the fees will go into Fund 810-C81000, FCRHA General Operating Fund at the time of closing in late 2018.

<b>One-time Fee (At closing)</b>		<b>Recurring Fee (Annual)</b>	
Bond Application Fee	\$5,000	Bond Monitoring Fee	\$10,000
Bond Issuance Fee	\$157,736	Housing Blueprint Monitoring Fee	\$5,000
Upfront Bond Monitoring Fee	\$130,000		
<b>Total</b>	<b>\$292,736</b>	<b>Total*</b>	<b>\$15,000</b>

\*The total recurring fee for the first year is \$15,000. Thereafter, the bond monitoring fee of \$10,000 will be received during the qualified project period of 15 years and the Housing Blueprint monitoring fee of \$5,000 will escalate annually at three percent and will be received for a period of at least 30 years.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – Vicinity Map

Attachment 3 – Ownership Structure, Financing Plan and Terms of Housing Blueprint Loan

Attachment 4 – Pro Forma

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STAFF:

Tisha M. Deeghan, Deputy County Executive  
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)  
Hossein Malayeri, Deputy Director, Real Estate, Finance and Development, HCD  
Aseem K. Nigam, Director, Real Estate Finance and Grants Management (REFGM), HCD  
Jyotsna Sharma, Associate Director, REFGM, HCD  
Debashish Chakravarty, Senior Real Estate Finance Officer, REFGM, HCD

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney  
Alan M. Weiss, Assistant County Attorney

## ATTACHMENT 1

### RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, October 30, 2018, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Redevelopment and Housing Authority (Authority) of Fairfax County, Virginia desires to issue, sell, and deliver its tax-exempt and/or taxable Multifamily Housing Revenue Bonds (Parkwood Apartments Project) in one or more series (Bonds) in an aggregate principal amount not to exceed \$30,000,000; and

WHEREAS, the Authority was established pursuant to Title 36 of the Va. Code Ann. (the Act), and pursuant to Section 36-19 of the Va. Code Ann., the Authority is authorized, among others, to make loans for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings; provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation project, or a rehabilitation district; and

WHEREAS, the proceeds of the Bonds will be used to finance the rehabilitation of the 225 units at Parkwood Apartments (the Project); and

WHEREAS, the Authority held a public hearing at 4500 University Drive, Fairfax, Virginia, on October 24, 2018 for which public notice was duly given on October 9, 2018, being no fewer than 14 days prior to the date of the public hearing as required under the regulations applicable to Section 147(f) of the Internal Revenue Code of 1986, as amended, and such notice was republished on October 16, 2018. The Board of Supervisors has received from the Authority a summary of statements made at the hearing and an extract of minutes of the meeting of the Authority relative to its proposed issuance of bonds to pay all or a portion of the cost of the Project.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors:

1. For the purposes and only for the purposes of compliance with Section 147(f)(2)(B) of the Internal Revenue Code of 1986, as amended, the Board of Supervisors does hereby approve the issuance of tax-exempt and/or taxable bonds for the Project in an aggregate principal amount not to exceed \$30,000,000.

The Board of Supervisors in no manner assumes any legal or moral obligation for the Bonds. The Bonds will be limited obligations of the Authority and payable from the revenues pledged thereto pursuant to the Trust Indenture pursuant to which the Bonds

## ATTACHMENT 1

will be issued. As required by the Act, the Bonds shall not be a debt of Fairfax County, Virginia, the Commonwealth of Virginia or any political subdivision thereof (other than the Authority) and neither Fairfax County, Virginia, nor the Commonwealth of Virginia or any political subdivision thereof (other than the Authority) shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority pledged thereto under the Indenture. The Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Board expresses no opinion as to the merits of the Project or of its financing.

This Resolution shall take effect immediately.

Adopted the 30th day of October, 2018, by the Fairfax County Board of Supervisors

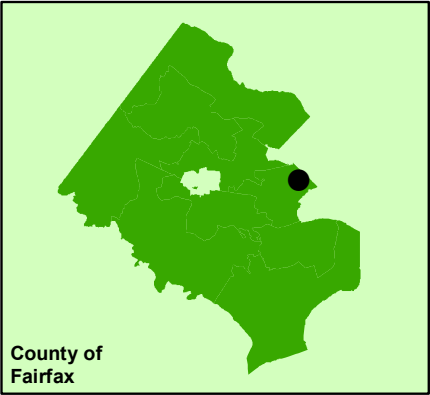
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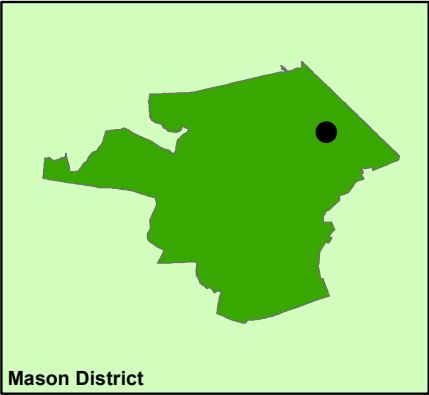
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Catherine A. Chianese  
Clerk to the Board of Supervisors

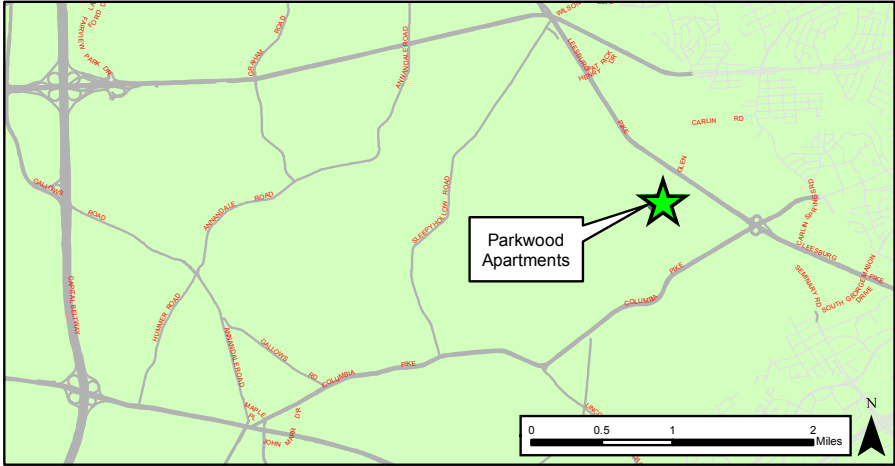
**Parkwood Apartments  
Falls Church, VA 22041**



County of  
Fairfax



Mason District



**OWNERSHIP STRUCTURE:**

Parkwood Venture LP, a Virginia limited partnership and owner of the Property, is the current ownership entity and will apply for financing of the project, including the Housing Blueprint and the tax-exempt and/or taxable Multifamily Housing Revenue Bonds in one or more series designated by the year issued in the aggregate principal amount not to exceed \$30,000,000.

The managing Administrative General Partner for Parkwood Venture LP is Sydne Garchik with 0.01 percent ownership interest. Of the 0.01 percent ownership, the Russell Family Trust makes up 65 percent of the Administrative General Partner, with Sydne Garchik as Trustee, and 35 percent of the Administrative General Partner is made up by Cyprus AHS.

The limited partner for Parkwood Venture LP is Boston Financial with the remaining 99.99 percent and an affiliate of Boston Financial, BFIM Special Limited Partner, Inc., as a special limited partner, with zero percent ownership.

**FINANCING PLAN:**

<b>Permanent Sources</b>	<b>Sources</b>
FHA Financing (FHA 221(d)(4) Loan) *	\$37,300,000
Second Mortgage Loan (Housing Blueprint Funds Loan)	2,545,923
Tax Credit Equity	18,069,102
Net Operating Income (Capitalized)	2,809,339
Deferred Developer Fee	2,565,284
<b>Total Permanent</b>	<b>\$63,289,648</b>
<b>Summarized Uses</b>	<b>Uses</b>
Acquisition Costs	\$36,403,737
Rehabilitation/Construction Costs	12,548,114
Construction Costs Contingency	1,227,884
Architecture and Engineering	279,641
Soft Cost Contingency	80,759
Relocation Costs	650,000
Financing Costs (Mortgage and Bonds)	
Total FHA Fees	718,940
Total Cash Collateralized Fees	139,875
Bond Issuance Fee and Monitoring Fees	292,818
Legal Bond Fees	259,544
Owner and Third Party Costs	587,000
Other legal Costs	213,000

Tax Credit Fee	192,016
Construction Period Interest	2,702,385
Real Estate Taxes, Utilities, Insurance	106,953
Working Capital Reserve	1,800,712
Developer's Fee	5,086,270
<b>Total Uses</b>	<b>\$63,289,648</b>

\*The short-term bonds in a not-to-exceed amount of \$30,000,000 would be collateralized by the proceeds of the FHA 221(d)(4) loan and/or other eligible funds at all times until paid off as described below.

MRK Partners is proposing to finance the acquisition of the Property using tax-exempt bonds that are fully cash-collateralized by the proceeds of a 221(d)(4) Federal Housing Administration (FHA)-insured loan and/or other eligible funds. At the same time as the bonds are issued, MRK Partners will secure from CBRE Capital Markets, an FHA lender, additional financing for the project in the form of an FHA-insured mortgage (the FHA Loan) in the approximate amount equal to \$37,300,000. This will be evidenced by a mortgage note and mortgage recorded in first lien position on the project.

MRK Partners will pay-off the Freddie Mac financing and the investors in the amount of \$36,189,354 with the bonds in the amount of \$28,868,000 and the remaining funds of \$7,321,354 from a portion of FHA Loan and/or other eligible funds. The rehabilitation and construction of the Property will be financed with the FHA-insured mortgage, the remainder of the tax-credit equity, and the capitalized net operating income. The Housing Blueprint loan will be disbursed after the rehabilitation and construction is complete.

MRK Partners will need a minimum bond amount of \$28,868,000 (50 percent of eligible basis plus land) to fund this project. However, in order to provide flexibility in the event of cost increase, it is requested that the Fairfax County Redevelopment and Housing Authority (FCRHA) approve a bond issuance of \$30,000,000. The final bond amount will be determined before the closing and upon completion of full underwriting. The short-term, tax-exempt bonds will be fully cash-collateralized by the proceeds of the FHA-insured mortgage and/or other eligible funds. It is expected that the FCRHA will request an allocation for private activity tax-exempt bond volume cap from the Virginia Department of Housing and Community Development (VADHCD) no later than December 15, 2018.

The bonds will be structured so that the FCRHA, the County, and the bond holders will not be at risk. No mortgage lien will secure the bonds. The bonds will be 100 percent cash-collateralized at all times by the proceeds of the FHA-insured mortgage loan made available by the FHA lender and/or other eligible funds. This structure, as described below in greater detail, allows the developer to bring additional equity to the project through four percent Low-Income Housing Tax Credits (LIHTCs). The short-term, tax-



exempt bonds will be paid off at the completion of the rehabilitation. If this action is approved, the FCRHA will issue the requested bonds in the original principal amount not to exceed \$30,000,000. Furthermore, these bonds will be nonrecourse to the FCRHA. The bonds will bear interest at an initial short-term fixed interest rate, currently estimated to be 210 basis points (2.1 percent). The tax-exempt bonds will be publicly offered by Stifel, Nicolaus & Company, Inc. and rated by Standard & Poor's Global rating agency.

At the same time as the bonds are issued, MRK Partners will secure the FHA Loan. The mortgage interest rate, currently estimated to be 4.7 percent, on the FHA-insured loan amortizing over the 40 years, will be locked in shortly before the closing of the bond transaction, based on an agreement to purchase Government National Mortgage Association (GNMA) Securities. These securities will be issued during the construction period as draws are made on the FHA Loan to a third-party (the GNMA Purchaser) arranged by CBRE Capital Markets and agreed to by MRK Partners.

To ensure the continuation of its affordability restrictions in the event of a foreclosure or a Deed in Lieu of the FHA Loan Mortgage is of paramount concern to the FCRHA, the FCRHA will be requesting U.S. Department of Housing and Urban Development (HUD) approval that the FCRHA's Land Use Restriction Agreement be recorded prior to the FHA Loan Mortgage. Furthermore, the FCRHA will be requesting that the FHA Loan documents be specifically modified to provide that the FCRHA affordability requirements are not subordinate to the FHA Loan Mortgage.

MRK Partners will apply for the FHA Loan and a commitment is expected in November 2018. As the bond proceeds are drawn upon from the construction account, an equal amount of proceeds of the FHA Loan derived from the sale of GNMA Securities will be issued and deposited into the collateral account held by the bond trustee under the bond indenture. The bond proceeds construction account and the collateral account combined will always equal the amount of bonds issued. This financing structure allows the bonds to be 100 percent cash-collateralized ensuring that the bond holders will never be at risk. This structure also allows MRK Partners to secure a low interest rate on the FHA Loan. The bonds will be redeemed at the time the project is placed in service. Keeping the bonds outstanding until the project is placed in service allows MRK Partners to receive an estimated \$18,069,102 in tax credit equity through four percent LIHTCs.

MRK Partners will earn a total development fee of \$5,086,270, out of which \$2,565,284 (approximately 50 percent) will be deferred and paid out of the Property's cashflow. The capitalized portion of the development fee in the amount of \$2,520,986 will be paid from the tax credit equity.

Terms of Housing Blueprint Loan:

The Housing Blueprint loan will be disbursed after the rehabilitation of the Property is

complete. As a first-time applicant for the Housing Blueprint Loans, HCD has taken extensive measures to underwrite and mitigate risks for this transaction. The Property meets HCD's underwriting criteria including a 15-year proforma with proposed rents and operating expenses, operating reserves, debt coverage ratio, and loan-to-value ratio. There will be no cross-collateralization/cross-default with other properties MRK Partners and/or Ms. Garchik, principal of MRK Partners, owns and operates. The Property's financial projections meet the FHA lender and tax credit equity provider's standards as well.

The Housing Blueprint Loan, the subordinate loan, will be closed simultaneously with all other permanent funding sources in this project. The interest rate for the Blueprint Loan will be two percent simple interest per annum. The Housing Blueprint Loan will be disbursed at construction completion. Interest will start accruing at the time the first mortgage and tax-exempt bonds begin to amortize.

The payment of all principal and interest will be deferred and simple interest will accrue for 30 years or such other term as is coterminous with the first mortgage, and tax-exempt bonds. The entire indebtedness will become due and payable upon (i) the transfer of the Property, unless approved in advance by the FCRHA, (ii) refinancing, unless approved in advance by the FCRHA, or (iii) failure to comply with the Housing Blueprint and/or first mortgage, and tax-exempt bond loan document requirements. The FCRHA will be "cash flow" loans, which means that principal and interest payments are deferred unless there is sufficient cash flow, in which case cash flow is applied first to the accrued interest and then to the principal. At the end of the term of 30 years or such other term as is coterminous with the first mortgage loan, and tax-exempt bonds, the outstanding principal balance along with any accrued interest shall become due and payable. The annual loan payments shall be payable only from 50 percent of the cash flow remaining after payment of the deferred developer fee in full. As mentioned in the attached proforma, during the 30-year term or such other term as is coterminous with the first mortgage loan, and tax-exempt bonds, refinancing may occur at the discretion of the FCRHA and as allowed by FCRHA policies. In the event that the Housing Blueprint Loans are paid off before maturity of the loans, the project owner shall maintain the affordability period according to the Housing Blueprint goals, for a minimum term of 30 years or for a term coterminous with the first mortgage, whichever is longer.

## 15 Year Pro Forma (Parkwood)

		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	Escalations	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Low Income Units	2.00%	3,965,688	4,045,002	4,125,902	4,208,420	4,292,588	4,378,440	4,466,009	4,555,329	4,646,436	4,739,365	4,834,152	4,930,835	5,029,452	5,130,041	5,232,642
Commercial	2.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Market Rate Units	5.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	2.25%	58,148	59,456	60,794	62,162	63,561	64,991	66,453	67,948	69,477	71,040	72,638	74,272	75,943	77,652	79,399
Less: Loss to Lease	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Residential Vacancy	5.00%	(198,284)	(202,250)	(206,295)	(210,421)	(214,629)	(218,922)	(223,300)	(227,766)	(232,322)	(236,968)	(241,708)	(246,542)	(251,473)	(256,502)	(261,632)
<b>EFFECTIVE GROSS RENTAL INCOME</b>		<b>3,825,552</b>	<b>3,902,208</b>	<b>3,980,401</b>	<b>4,060,161</b>	<b>4,141,520</b>	<b>4,224,509</b>	<b>4,309,162</b>	<b>4,395,511</b>	<b>4,483,591</b>	<b>4,573,437</b>	<b>4,665,082</b>	<b>4,758,565</b>	<b>4,853,922</b>	<b>4,951,191</b>	<b>5,050,409</b>
<b>Operating Expenses</b>	<b>3.00%</b>															
Real Estate and Other Taxes		347,493	357,918	368,656	379,716	391,107	402,840	414,925	427,373	440,194	453,400	467,002	481,012	495,442	510,305	525,614
Insurance		39,699	40,890	42,117	43,381	44,682	46,022	47,403	48,825	50,290	51,799	53,353	54,954	56,603	58,301	60,050
Utilities		300,910	309,937	319,235	328,812	338,676	348,836	359,301	370,080	381,182	392,617	404,396	416,528	429,024	441,895	455,152
Contract Services		14,856	15,302	15,761	16,234	16,721	17,223	17,740	18,272	18,820	19,385	19,967	20,566	21,183	21,818	22,473
Repair and Maintenance		97,564	100,491	103,506	106,611	109,809	113,103	116,496	119,991	123,591	127,299	131,118	135,052	139,104	143,277	147,575
Marketing		2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262	3,360	3,461	3,565	3,672	3,782
Payroll		303,565	312,672	322,052	331,714	341,665	351,915	362,472	373,346	384,546	396,082	407,964	420,203	432,809	445,793	459,167
Management Fee		133,894	136,577	139,314	142,106	144,953	147,858	150,821	153,843	156,926	160,070	163,278	166,550	169,887	173,292	176,764
Administrative		56,413	58,105	59,848	61,643	63,492	65,397	67,359	69,380	71,461	73,605	75,813	78,087	80,430	82,843	85,328
Replacement Reserves		67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500	67,500
<b>TOTAL OPERATING EXPENSES</b>		<b>1,364,394</b>	<b>1,401,967</b>	<b>1,440,641</b>	<b>1,480,449</b>	<b>1,521,419</b>	<b>1,563,592</b>	<b>1,607,002</b>	<b>1,651,685</b>	<b>1,697,677</b>	<b>1,745,019</b>	<b>1,793,751</b>	<b>1,843,913</b>	<b>1,895,547</b>	<b>1,948,696</b>	<b>2,003,405</b>
<b>NET OPERATING INCOME</b>		<b>2,461,158</b>	<b>2,500,241</b>	<b>2,539,760</b>	<b>2,579,712</b>	<b>2,620,101</b>	<b>2,660,917</b>	<b>2,702,160</b>	<b>2,743,826</b>	<b>2,785,914</b>	<b>2,828,418</b>	<b>2,871,331</b>	<b>2,914,652</b>	<b>2,958,375</b>	<b>3,002,495</b>	<b>3,047,004</b>
<b>Debt Service</b>	36,470,000															
Principal Payment		\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757	\$316,757
Interest Payment	4.700%	\$1,714,090	\$1,699,202	\$1,684,315	\$1,669,427	\$1,654,540	\$1,639,652	\$1,624,765	\$1,609,877	\$1,594,989	\$1,580,102	\$1,565,214	\$1,550,327	\$1,535,439	\$1,520,551	\$1,505,664
Loan Fees		\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815	\$90,815
Total Debt Service		\$2,121,662	\$2,106,774	\$2,091,887	\$2,076,999	\$2,062,112	\$2,047,224	\$2,032,337	\$2,017,449	\$2,002,561	\$1,987,674	\$1,972,786	\$1,957,899	\$1,943,011	\$1,928,123	\$1,913,236
Outstanding Balance		36,153,243	35,836,486	35,519,729	35,202,972	34,886,215	34,569,458	34,252,701	33,935,944	33,619,187	33,302,430	32,985,673	32,668,916	32,352,159	32,035,402	31,718,645
<b>Debt Service Coverage</b>		<b>1.16</b>	<b>1.19</b>	<b>1.21</b>	<b>1.24</b>	<b>1.27</b>	<b>1.30</b>	<b>1.33</b>	<b>1.36</b>	<b>1.39</b>	<b>1.42</b>	<b>1.46</b>	<b>1.49</b>	<b>1.52</b>	<b>1.56</b>	<b>1.59</b>
<b>Cash Flow</b>		<b>339,496</b>	<b>393,467</b>	<b>447,873</b>	<b>502,713</b>	<b>557,989</b>	<b>613,693</b>	<b>669,823</b>	<b>726,377</b>	<b>783,353</b>	<b>840,744</b>	<b>898,545</b>	<b>956,753</b>	<b>1,015,364</b>	<b>1,074,372</b>	<b>1,133,768</b>
<b>Bond Monitoring Fee</b>		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
<b>Housing Blueprint Monitoring Fee</b>	3.00% Escalation	5,000	5,150	5,305	5,464	5,628	5,797	5,971	6,150	6,335	6,525	6,721	6,923	7,131	7,345	7,565
<b>Deferred Developer Fee</b>	2,846,177															
Payment		324,496	378,317	432,568	487,249	542,361	597,896	83,290	-	-	-	-	-	-	-	-
Balance		2,521,681	2,143,364	1,710,796	1,223,547	681,186	83,290	-	-	-	-	-	-	-	-	-
<b>Remaining Cash Flow</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>570,562</b>	<b>710,227</b>	<b>767,018</b>	<b>824,219</b>	<b>881,824</b>	<b>939,830</b>	<b>998,233</b>	<b>1,057,027</b>	<b>1,116,203</b>
Housing Blueprint Fund (\$2,545,923)	2,545,923															
2% Interest (Paid)	\$50,918	\$0	\$0	\$0	\$0	\$0	\$0	\$285,281	\$122,063	\$46,257	\$39,512	\$32,060	\$23,883	\$14,963	\$5,280	\$0
Accrued Interest		\$50,918	\$101,836	\$152,754	\$203,672	\$254,590	\$305,508	\$71,145	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Principal		-	-	-	-	-	-	-	233,051	337,252	372,598	408,852	446,032	484,154	\$263,984	\$0
Principal Balance		\$2,545,923	\$2,545,923	\$2,545,923	\$2,545,923	\$2,545,923	\$2,545,923	\$2,545,923	\$2,312,872	\$1,975,620	\$1,603,022	\$1,194,170	\$748,138	\$263,984	\$0	\$0
<b>Cash Flow after Subordinate Debt</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$285,281</b>	<b>\$355,113</b>	<b>\$383,509</b>	<b>\$412,109</b>	<b>\$440,912</b>	<b>\$469,915</b>	<b>\$499,116</b>	<b>\$787,763</b>	<b>\$1,116,203</b>
Cash Flow to GP	90%	-	-	-	-	-	-	256,753	319,602	345,158	370,898	396,821	422,924	449,204	708,987	1,004,583
Cash Flow to LP Investor	10%	-	-	-	-	-	-	28,528	35,511	38,351	41,211	44,091	46,992	49,912	78,776	111,620

ACTION – 7

Authorization to Advertise a Public Hearing to Lease County Owned Property (Building W-2 and W-2A) at 9528 Workhouse Way to the Workhouse Arts Foundation (Mount Vernon District)

ISSUE:

Authorization to advertise a Public Hearing to lease County owned Property (Building W-2) at 9528 Workhouse Way to the Workhouse Arts Foundation, Inc.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to be held on November 20, 2018, at 4:30 p.m.

TIMING:

Board action is requested on October 30, 2018, to provide sufficient time to advertise the proposed public hearing to be held on November 20, 2018, at 4:30 p.m.

BACKGROUND:

The Workhouse Arts Center is a 56-acre, historically important County landmark, owned by Fairfax County and the site of the former Lorton prison operated by the District of Columbia Department of Corrections. Originally constructed in the early 1900's, the former Workhouse is listed on the National Park Service's Register of Historic Places, and was the site for imprisonment of the suffragists who were imprisoned at the Workhouse for picketing the White House in support of women's right to vote. The prison facility closed in 2001 and the following year was part of a 2,440-acre purchase by Fairfax County from the federal government. As reflected in the purchase price of \$4.235 million, the federal sale of the total acreage set aside much of the land to parks and open space, and required the County to develop an adaptive re-use plan for the associated buildings.

The County leased 56-acres of the site to the then Lorton Arts Foundation (LAF) which began implementation of the adaptive re-use plan on the Workhouse portion of this property in accordance with zoning proffers and other restrictions, restoring ten historic buildings on the campus resulting in the activation of approximately 84,000 improved square feet.

Following a financial and legal restructuring that occurred in 2014 with the County, LAF was reorganized as the Workhouse Arts Foundation (WAF) but maintained its status as a 501(c)(3) not-for-profit entity. WAF recently solicited private donations through a capital fundraising campaign for the renovation and construction of Building W-2 and W-2A for use as the Lucy Burns Museum. This museum contains exhibits about the 91 years of the history of the site as a correctional facility as well as the history of the American suffragist movement, an important role that this site and Fairfax County played in history.

The total cost for the Lucy Burns Museum project was \$2.1 million with substantial completion in early 2018. Because of these private investments in the rehabilitation of the historic structure as a museum, WAF is now eligible to apply for revenues through the sale of tax credits with the State of Virginia Department of Historic Resources (VDHR). Tax credits have previously been awarded to the campus for similar prior capital improvements, and estimates indicate that WAF is eligible for approximately \$400,000 for the improvements to the museum.

Per the terms of the legal restructuring that occurred in January 2014, the County holds a license agreement with WAF for the eleven buildings that are currently in operation. The State of Virginia requires a minimum leasehold period of 5 years. WAF's tax credit investor has advised that the lease term be at least six years to assure compliance with the minimum statutory requirements. Staff is supportive of a six-year lease term. As such, a public hearing is required for the County to enter a leasehold agreement for a six-year term for this building with WAF.

The County will continue to maintain ownership of the entire campus and oversight on all activities, operations, and maintenance. County staff and the WAF Board of Directors have agreed that WAF will establish a formal policy for the use of these funds and that those funds will primarily be deposited into an operating reserve account and managed in similar fashion to the County's Managed Reserve and Revenue Stabilization Fund. WAF's use of these funds would be subject to approval from their Board of Directors.

The request for revenue from the sale of tax credits must occur in the same calendar year in which the project became operational. The museum became operational in early 2018, thus the deadline for WAF to apply for and close on the tax credits is December 31, 2018. Staff proposes the public hearing on the lease to be held on November 20, 2018 at 4:30 p.m. to allow sufficient time for review and coordination with WAF of all necessary tax credit documents for timely financial closing.

FISCAL IMPACT:

Upon successful award of a lease for W-2, WAF anticipates to receive approximately \$400,000 in revenue via the sale of tax credits through VDHR. These revenues will go directly to WAF and be used as approved by the County.

ENCLOSED DOCUMENTS:

Attachment 1: Workhouse Arts Center Campus Map

Attachment 2: Lease agreement for Building W-2 and W-2A

STAFF:

Joseph Mondoro, Chief Financial Officer

Joseph LaHait, Debt Manager, Department of Management and Budget

Regina Coyle, Special Projects Coordinator, Department of Planning and Zoning

ASSIGNED COUNSEL:

Alan Weiss, Assistant County Attorney

### Open to Public

W-2 Museum  
 W-3 Youth Arts Center/W-3 Theatre  
 W-4 Artist Studios - Visual Arts  
 W-5 Artist Studios - Visual Arts  
 W-6 Artist Studios - Visual Arts  
 W-7 Artist Studios - Glass Program  
 W-7A Glass Hot Shop  
 W-8 Artist Studios - Ceramics Program  
 W-9 Artist Studios - Visual Arts  
 W-9A Art Supply Store  
 W-10 Artist Studios - Visual Arts  
 W-11 Art of Movement/Performing Arts Studios  
 W-16 McGuireWoods Gallery, Vulcan Gallery  
 and Artist Gift Shop  
 Amphitheater

### Future Renovation (continued)

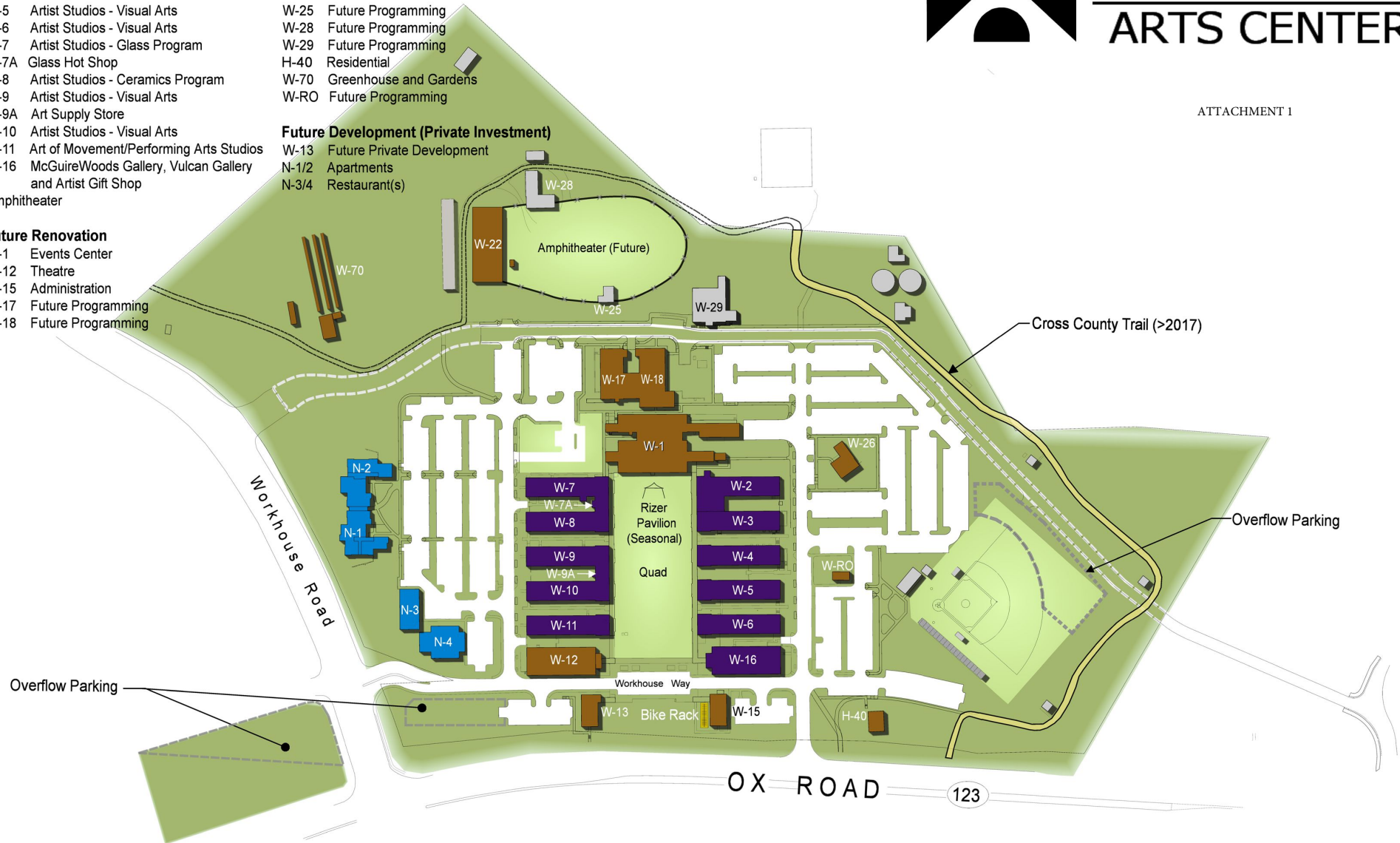
W-20 Future Programming  
 W-22 Music Barn  
 W-25 Future Programming  
 W-28 Future Programming  
 W-29 Future Programming  
 H-40 Residential  
 W-70 Greenhouse and Gardens  
 W-RO Future Programming

### Future Development (Private Investment)

W-13 Future Private Development  
 N-1/2 Apartments  
 N-3/4 Restaurant(s)

### Future Renovation

W-1 Events Center  
 W-12 Theatre  
 W-15 Administration  
 W-17 Future Programming  
 W-18 Future Programming



**ATTACHMENT 2**

**CA DRAFT 10-17-18**

**Workhouse Arts Foundation Lease**

LANDLORD: Board of Supervisors of Fairfax County, Virginia

TENANT: Workhouse Museum Development, LLC, a Virginia Limited Liability Company

List of Exhibits

Exhibit A - Property  
Exhibit B – Premises  
Exhibit C – Deed Restrictions  
Exhibit D – Proffers and Development Conditions

**LEASE AGREEMENT**

This **LEASE AGREEMENT** (“Lease”) is made as of the \_\_\_\_ day of December, 2018 (“**Effective Date**”), by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, in its proprietary capacity (“Landlord”) as the owner of certain land in Fairfax County, Virginia and not in its governmental or regulatory capacity, and **WORKHOUSE MUSEUM DEVELOPMENT, LLC**, a Virginia limited liability company whose sole member is The Workhouse Arts Foundation, Inc., a charitable 501(c)(3) non-stock corporation organized in the Commonwealth of Virginia, formerly known as The Lorton Arts Foundation, Inc. (“Tenant”).

**Recitals**

**R-1.** Landlord is the legal owner of approximately 55.6912 acres of land in Fairfax County, Virginia as described on Exhibit A attached hereto, together with all the improvements thereon

and adjacent property thereto that was formerly known as the Lorton Correctional Complex (“Property”).

**R-2.** Landlord, as licensor, and Tenant, as licensee, entered into a Temporary, Non-Exclusive, Revocable Agreement dated as of the 30<sup>th</sup> day of January, 2014, as amended (“License Agreement”), pursuant to which Landlord licensed a portion of the Property to Tenant on a temporary, non-exclusive basis. Tenant (as licensee) is currently using a portion of the Property for activities in furtherance of the corporate purposes of The Workhouse Arts Foundation, Inc. (the “Foundation”) in accordance with the permitted uses under License Agreement..

**R-3.** Pursuant to the License Agreement, Tenant (as licensee), has converted into the Lucy Burns Museum and now operates Building W-2 and W-2A on the Property (“Building W-2 and W-2A” are depicted on Exhibit B attached hereto and will be referred to herein as the “Premises”).

**R-4.** Tenant (as licensee) paid for the renovations to the Premises and is eligible for Commonwealth of Virginia historic tax credits which will enable Tenant receive approximately \$400,000 related to qualification for the tax credits (“Tax Credit Proceeds”).

**R-5.** Landlord is prepared to lease the Premises to Tenant under the terms of this Lease in order to enable Tenant to qualify for the historic tax credits on behalf of Workhouse Museum, L.P., in a transaction that the parties anticipate will close at the time Tenant is entering into this Lease.

**NOW, THEREFORE,** in consideration of the Premises, the foregoing recitals which are hereby incorporated into this Lease, the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord leases to Tenant, the Premises.



TO HAVE AND TO HOLD the Premises on the terms and conditions set forth herein.

The foregoing Lease rights are made subject to the following:

(a) All restrictions, regulations and statutes, and amendments and additions thereto, of any and all federal, state, county and municipal authorities having jurisdiction thereof;

(b) All covenants, restrictions, easements, reservations and agreements recorded prior to the date of execution of this Lease, including without limitation the deed restrictions set forth on Exhibit C (“Deed Restrictions”) attached hereto, which Deed Restrictions include an obligation for the Premises to comply with the Fairfax County Reuse Plan adopted July 26, 1999 (“Reuse Plan”);

(c) All conditions of the proffers and development conditions applicable to the Premises, a copy of which proffers and development conditions is attached hereto as Exhibit D (collectively, the “Proffers”);

(d) Any state of facts which an accurate survey may show;

(e) Building restrictions and regulations, zoning ordinances and regulations and any amendments thereto now or hereafter in force and effect;

(f) The lien of all taxes, assessments, water charges and sewer rents, if any;  
and

(g) The condition and state of repair of the improvements on the Premises (the “Improvements”).

## ARTICLE ONE

### Term of the Lease

**Section 1.01.** The term (“Term”) of this Lease shall be for six years beginning January 1,

2019, terminating on December 31, 2025, plus the partial month between the Effective Date and December 31, 2018.

**Section 1.02.** Upon expiration or earlier termination of this Lease, Tenant's interest in the Premises shall terminate and Landlord shall be entitled to the exclusive rights to the Premises including the Improvements.

**Section 1.03.** Notwithstanding the expiration or earlier termination of this Lease, Tenant covenants and agrees that it, its successors and its and their affiliates, at its sole expense, shall take and refrain from taking any and all actions and cooperate with Landlord in such manner that may be required or prudent, in the judgment of Landlord, to preserve and protect the historic tax credits received by Tenant and its affiliates from the Commonwealth of Virginia.

## **ARTICLE TWO**

### **Condition of Premises**

**Section 2.01.** Tenant represents that it has been in possession of the entire Premises pursuant to the License Agreement and is fully informed about the condition of Premises, is satisfied with the physical condition thereof and agrees to accept the same "as is." Tenant further acknowledges that Landlord has not made any representations as to such physical condition or as to any other matter or thing affecting or relating to the Premises. Tenant also hereby acknowledges that the existing improvements on the Premises may contain asbestos, lead-based paint, mercury and other environmental hazards that Tenant shall be required to abate in accordance with the Proffers and all other applicable governmental rules, regulations and laws.

## **ARTICLE THREE**

### **Use of Premises**

**Section 3.01.** Tenant shall use the Premises for the operation and maintenance of the Lucy Burns Museum and other cultural, educational and arts related activities in furtherance of the Foundation's corporate purposes open to the public (the "Workhouse Arts Center Museum"), but at all times subject to the right of Landlord to prohibit any uses it deems undesirable or unwise for any reason in Landlord's sole and absolute discretion.

Tenant shall not use or occupy, or permit or suffer the Premises, or any part thereof, to be used or occupied, (i) for any unlawful or illegal business, use or purpose, (ii) for any business, use or purpose involving or producing any Hazardous Material as hereinafter defined, (iii) in any such manner to constitute a nuisance of any kind, (iv) for any purpose or in any way in violation of any zoning and/or certificate of occupancy, or of any applicable insurance policies reasonably required to be maintained by Tenant under this Lease, (v) for any purpose inconsistent with the Deed Restrictions, Proffers, or the Reuse Plan, or (vi) for any purpose or in any way in material violation of any applicable governmental laws, ordinances, orders, directives, rules or regulations. Tenant shall indemnify and hold Landlord harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including without limitation attorneys' fees, including the value of legal services provided by the County Attorney's Office, arising out of, by reason of, or in account of, any violation of or default in the covenants of this Section 3.01. For purposes of the foregoing indemnity, Landlord shall include any successor assigns of Landlord's interest in the Premises, and also shall include all agencies, employees, contractors and agents of Landlord. The term "Hazardous Material" as used herein, means: (i) any substance, product, waste or other material of any nature whatsoever that is listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, the Hazardous Materials

Transportation Act, 49 U.S.C. § 5101, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, the Emergency Planning and Community Right of Know Act of 1986, 42 U.S.C. § 11001, *et seq.*, and the Virginia State Water Control Law, Va. Code Ann. § 62.1-44.2, *et seq.*; (ii) any substance, product, waste or other material of any nature whatsoever that may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil or products thereof, other than petroleum and petroleum products that are contained within regularly-operated motor vehicles; and (iv) asbestos.

**Section 3.02.** Tenant shall observe and comply with all conditions and requirements necessary to preserve and/or extend any and all governmental permits that are necessary for the operation of the Improvements.

**Section 3.03.** Tenant agrees that if and when any governmental or any other public authority shall require the execution and delivery of any instrument to evidence or consummate the conveyance or dedication of any street adjoining the Premises and/or if and when Fairfax County or the Commonwealth of Virginia or any other public authority or any public utility company or telecommunications service or cable television communications provider shall require the execution and delivery of any rights of way, easements or grants in, over or along any such streets or in, over, under or through the Premises for the purpose of providing water, gas, steam, electricity, telephone, television, internet service, storm and sanitary sewer or any other necessary or desirable service or facility for the benefit of the Premises, or that shall otherwise be reasonably necessary for service to the property in the vicinity of the Premises, then Tenant will

execute, acknowledge and deliver any such instrument or document as may be reasonably required. Tenant shall comply with all governmental regulations and other applicable regulatory agencies regarding mitigation for environmental impacts for wetland impacts and habitat impacts at Tenant's sole cost, expense and liability.

**Section 3.04.** Landlord shall be entitled to enter on and use the Premises at any time for any reason. Without limiting the foregoing, Landlord hereby reserves unto itself and reserves the right to assign as follows.

Landlord reserves unto itself and reserves the right to assign to public entities, public utilities or telecommunications or cable television providers the right to design, lay out, construct, utilize and maintain, anywhere on the Premises, utility lines, conduits, poles and facilities and other improvements for the purpose of providing for, including but not limited to, sanitary sewer, storm sewer, water, telephone, gas, electric, telecommunications service, cable television service and other utilities; provided, however, that Landlord will use reasonable efforts to avoid interfering with Tenant's operations on the Premises.

Landlord hereby further reserves unto itself and reserves the right to assign to other public entities, public utilities or telecommunications or cable television providers the right to design, lay out, construct, utilize and maintain rights-of-way, including, but not limited to, streets, sidewalks and trails, on any portion of the Premises; provided, however, that Landlord will use reasonable efforts to avoid interfering with Tenant's operations on Premises.

Landlord hereby further reserves unto itself the right to enter, maintain and improve any storm water facilities, including, but not limited to, sewers, ditches, pipes, ponds, spillways and other facilities and any sanitary sewer facilities that Landlord currently maintains or has the legal

obligation to maintain; provided, however, that Landlord will use reasonable efforts to avoid interfering with Tenant's operations on Premises.

## **ARTICLE FOUR**

### **Requirements of Workhouse Arts Center Museum Operations**

**Section 4.01.** The Workhouse Art Center Museum will be open all year for use, conditions permitting, on a schedule reasonably determined by Tenant and approved by Landlord.

**Section 4.02.** Tenant shall make the Improvements available for access by members of the general public (with reasonable restrictions regarding such access), with the exception of such space as Landlord may allow Tenant to make available for restricted use.

**Section 4.03.** It is hereby agreed that representatives of Tenant and Landlord will meet, on a schedule to be developed by the parties, for the purpose of discussing planned programming and other matters requiring direct communication between Tenant and Landlord. In no event shall Tenant perform or allow any programs or activities in the Premises that are objected to by Landlord.

**Section 4.04.** Tenant shall keep full and accurate accounts, records and books of all rents, income, receipts and revenues received from its use and operation of the Premises in accordance with generally accepted accounting principles applied on a consistent basis, all of which shall be maintained for inspection by Landlord for at least five years after each statement has been delivered to Landlord. Tenant's obligations under this Section 4.04 shall survive expiration or earlier termination of this Lease.

## **ARTICLE FIVE**

## **Lease Rent**

**Section 5.01.** Tenant covenants and agrees to pay to Landlord, promptly when due, without notice or demand and without deduction or setoff of any amount for any reason whatsoever, as rent for the Premises (“Monthly Rent”) during the term of this Lease a nominal amount of (\$1.00) per month in installments on the Effective Date and the first day of every month after Effective Date.

**Section 5.02.** All amounts payable under this ARTICLE FIVE, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord c/o Facilities Management Division, 12000 Government Center Parkway, Suite 424, Fairfax, Virginia, or at such other places as Landlord shall from time to time designate by notice to Tenant, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

**Section 5.03.** In addition to the Monthly Rent, Tenant shall also pay without notice or demand and without abatement, deduction or setoff (except as may be expressly provided for herein), all Taxes (as hereinafter defined in Section 6.01) and all other sums of money required to be paid by Tenant under the terms of this Lease (collectively, the “Additional Rent”).

**Section 5.04.** Any and all Additional Rent which may become due and payable to Landlord under this Lease if not paid timely shall bear interest from the date such Additional Rent shall become due and payable at the rate of 300 basis points above the Prime Rate as published in the *Wall Street Journal* (“Default Rate”).

## **ARTICLE SIX**

### **Taxes and Other Charges**

**Section 6.01.** Tenant agrees that it will pay and discharge, or cause to be paid and discharged, all federal, state and local taxes and charges (“Taxes”) when such become due and payable as required by applicable law, including, without limitation, all real estate taxes, personal property taxes, water charges, sewer charges and assessments associated with the Premises or Tenant's interest therein, if any.

**Section 6.02.** Any Taxes relating to a fiscal period of the taxing authority that falls in part within the Term and in part subsequent to the Term, shall, whether or not such Taxes shall be assessed, levied, imposed or become a lien upon the Premises or the Improvements, or shall become payable, during the Term, be apportioned and adjusted between Landlord and Tenant, for the period up to the last day of the Term, so that Tenant shall pay that proportion of such Taxes which that part of such fiscal period falling within the Term bears to such fiscal period and Landlord shall be responsible for the remainder thereof, if any. Tenant is responsible for all Taxes relating to the period prior to the Effective Date of this Lease.

**Section 6.03.** Tenant covenants to furnish to Landlord if requested by Landlord, within ten (10) days after the last date when any tax must be paid by Tenant as provided in this ARTICLE SIX, official receipts, if such receipts are then available to Tenant, of the appropriate taxing authority, or other proof satisfactory to Landlord, evidencing the payment thereof.

**Section 6.04.** If Tenant shall fail to pay any Taxes as in this ARTICLE SIX are required to be paid, after the same shall become due, Landlord shall have the right, at its option, to pay the same with all interest and penalties thereon. As provided in ARTICLE FIVE, the amount so paid shall constitute Additional Rent, but shall bear interest from the date of such payment at the Default Rate.

## **ARTICLE SEVEN**



## **Insurance**

**Section 7.01.** At all times during the Term, at its own cost and expense, Tenant shall keep or cause to be kept on the Improvements, and all equipment, fixtures, motors and machinery owned or leased by Tenant and installed in or used in connection with the Premises, including the Improvements, including all alterations, renovations, replacements, substitutions, changes and additions thereto, insurance against loss or damage by fire, vandalism, malicious mischief, sprinkler leakage (if sprinklered) and such other hazards, casualties, risks and contingencies now covered by or that may hereafter be considered as included within the standard form extended coverage insurance endorsement, in an amount equal to the Full Insurable Value thereof, hereinafter defined. The term “Full Insurable Value” shall mean actual replacement cost. Such Full Insurable Value shall be determined from time to time at the request of Landlord but at the expense of Tenant by the fire insurance company carrying the highest amount of fire insurance on the Premises or its agent, or by an appraiser selected by Tenant that is experienced in insurance appraisals who is approved in writing by Landlord. The failure of Landlord to request such appraisal shall not release Tenant from its obligations hereunder.

**Section 7.02.** At all times during the Term, at its own cost and expense, Tenant shall provide and keep in force comprehensive general liability insurance in standard form, protecting Tenant and Landlord, as an additional insured, against personal injury, including without limitation, bodily injury, death or property damage and elevator and contractual liability on an occurrence basis if available and if not, then on a claims made basis, in either case in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and with an annual aggregate limit of not less than Five Million Dollars (\$5,000,000), subject to adjustment every year to reflect the increase, if any, in the Consumer Price Index for all Urban Consumers ( 2013=100),

Washington, D.C.-Baltimore MSA, all Items, published by the United States Department of Labor, Bureau of Labor Statistics, or any substitute or successor index published by any successor governmental agency. All such policies shall cover the entire Premises and the Improvements, including parking, common areas, means of access and roadways therein, and streets and sidewalks adjacent thereto.

**Section 7.03.** At all times during the Term, at its own cost and expense, Tenant shall provide and keep in force for the benefit of Landlord and Tenant flood insurance in an amount satisfactory to Landlord and which otherwise complies with the national flood insurance program as set forth in the “Flood Disaster Protection Act of 1973, as amended” as well as subsequent amendments or successors thereto, provided that such insurance shall be required only if and so long as the Premises are or become included in a United States Department of Housing and Urban Development (or successor agency) designated flood prone area.

**Section 7.04.** At all times during the Term when Tenant is engaged in the construction or reconstruction of the Improvements, or repairs thereof, at its own cost and expense, Tenant shall provide and keep in force for the benefit of Landlord and Tenant “all risk” builders risk insurance on the Improvements and other improvements on the Premises under construction; provided however that nothing in this Section 7.04 shall be deemed to grant the right to Tenant to perform any construction or reconstruction without the prior written consent of Landlord, which consent may be granted or withheld in Landlord’s sole and absolute discretion.

**Section 7.05.** At all times during the Term, at its own cost and expense, Tenant shall purchase and keep in force worker's compensation insurance and employer's liability insurance for all employees of Tenant in strict compliance with the laws of the Commonwealth of Virginia.

**Section 7.06.** At all times during the Term, Tenant shall maintain business interruption insurance in form and substance reasonably acceptable to Landlord.

**Section 7.07.** All insurance to be provided by Tenant under this ARTICLE SEVEN shall name Tenant and Landlord as insureds as their respective interests may appear.

**Section 7.08.** All of the policies of insurance required by this Lease shall be (i) in form and substance as reasonably approved by Landlord, (ii) underwritten only by companies licensed in the Commonwealth of Virginia which have a then current Alfred M. Best Company, Inc. (or if it no longer exists, a then comparable rating service) general policyholder's rating of B+ or better (or the equivalent thereof) and a financial rating of VII or better (or the equivalent thereof), (iii) accompanied by evidence of payment of premiums thereon to the insurance companies or their agents, including evidence of current annual payment, if on an installment payment basis, (iv) contain standard waiver of subrogation clauses, and (v) provide that they may not be cancelled by the insurer for non-payment of premiums or otherwise until at least forty-five (45) days after a receipt of the proposed cancellation, and in any event shall not be invalidated, as to the interests of Tenant therein, by any act, omission or neglect of Tenant (other than nonpayment of premiums) which might otherwise result in a forfeiture or suspension of such insurance, including, without limitation, the occupation or use of the Premises including the Improvements for purposes more hazardous than those permitted by the terms of the policy. If requested by Landlord, copies of all insurance policies required by this Lease shall be delivered by Tenant to Landlord. All insurance policies shall be renewed by Tenant and proof of such renewals, accompanied by evidence of the payment of the premiums thereon to the insurance companies or their agents, shall be delivered to Landlord at least twenty (20) days prior to their respective expiration dates.

**Section 7.09.** If Tenant fails to obtain and maintain insurance as in this Lease provided, Landlord may, but shall not be obligated to, effect and maintain any such insurance coverage and pay premiums therefor. As provided in ARTICLE FIVE, all premiums so paid by Landlord shall constitute Additional Rent and shall bear interest at the Default Rate from the date of such payment by Landlord. Such Additional Rent shall be payable by Tenant to Landlord by the fifth day of the month following the month in which payment therefor is made by Landlord. In addition thereto, Landlord may recover from Tenant, and Tenant covenants and agrees to pay as Additional Rent to Landlord, any and all damages which Landlord may have sustained by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that any damages of Landlord shall not necessarily be limited to the amount of premiums thereon. Tenant shall make payment to Landlord by the fifth day of the month following the month in which any payments were made by Landlord or in which the amount of such damage was determined. The payment by Landlord of premiums for any such insurance policy shall not be, or be deemed to be, a waiver or release of the default of Tenant with respect thereto or the right of Landlord to pursue any other remedy permitted hereunder or by law as in the case of any other default hereunder or of default in the payment of rent. At the sole discretion of Landlord, Tenant may be deemed to meet certain insurance requirements of this ARTICLE SEVEN if Landlord determines that the risks associated therewith are covered by Landlord's policies of self-insurance. In such event Tenant shall not be required to maintain the insurance otherwise required hereunder provided that Tenant first agrees in writing with Landlord to be responsible for and pay the amount of any deductibles that Landlord would otherwise be required to pay for a claim under Landlord's self-insurance program.

## **ARTICLE EIGHT**

### **Applicable Laws and Regulations**

**Section 8.01.** Throughout the Term hereof Tenant shall, at its own cost and expense, observe and comply with all laws, rules, orders, ordinances and regulations of the County, state and federal governments and of each and every department, entity, bureau and duly authorized official thereof and of any successor or future governmental authority, department, entity, bureau and duly authorized official thereof having jurisdiction and/or any other corporation, body or organization possessing similar authority and exercising similar functions, which laws, requirements, rules, orders, ordinances and regulations are now operative, or which at any time during the Term of this Lease may be operative and in force and effect and applicable to the Premises, including the Improvements. The foregoing shall include, without limitation, the Deed Restrictions, the Proffers, the Reuse Plan, all zoning requirements, and approvals as shall be necessary from the Fairfax County Architectural Review Board and also shall include such abatement of environmental hazards as shall be required by applicable federal, state and/or local governmental authorities.

## **ARTICLE NINE**

### **Repairs and Maintenance**

**Section 9.01.** Throughout the Term, Tenant shall, without any cost or expense to Landlord: (i) take good care of and keep in good order and repair, or cause the same to be done, inside and out, the Improvements, all alterations, renovations, replacements, substitutions, changes and additions therein or thereto and the roofs and foundations thereof, all fixtures and appurtenances therein and thereto, all machinery and equipment therein, including without limitation, all machinery, pipes, plumbing, wiring, gas, steam and electrical fittings, sidewalks, water, sewer and gas connections, heating equipment, air conditioning equipment and

machinery, and all other fixtures, machinery and equipment installed in or connected with the Premises including the Improvements or used in their operations; (ii) make all repairs inside and outside, ordinary and extraordinary, structural or otherwise, necessary to preserve the Premises including the Improvements in good order, and promptly pay or cause the payment of the expense of such repairs; (iii) not cause or permit any waste to the Premises; (iv) keep the sidewalks, curbs and parking areas in good repair and reasonably free from snow, ice, dirt and rubbish; (v) give prompt written notice to Landlord of any fire or other casualty that may occur; and (vi) permit Landlord to enter the Improvements, the Premises, or any part thereof, to make repairs to the Improvements, to restore the same after damage or destruction by fire or other casualty or by partial condemnation, to complete repairs commenced but not completed by Tenant, to repair, at or before the end of the Term, all injury done by the installation or removal of Tenant's furniture, trade fixtures and property, and/or to comply with all orders and requirements of any governmental authority applicable to the Improvements and to any occupation thereof, where, in Landlord's judgment, such entry is necessary to prevent waste, physical deterioration, safety hazards and/or other circumstances that threaten the value of the Premises, and where Tenant is in default of its covenants and obligations herein with respect to any of the foregoing matters. When used in this Lease, the term "repairs" shall include routine maintenance, replacements, restoration and/or renewals when necessary, as well as painting and decorating.

If Tenant shall fail to perform its maintenance obligations required hereunder, Landlord, in addition to all other available remedies, may, but shall not be obligated, to enter upon the Premises and perform such failed maintenance obligations of Tenant, using any equipment or materials on the Premises suitable for such purpose. Tenant shall, on demand,

reimburse Landlord for its actual costs so incurred as well as the value of services provided by employees of Landlord, which shall be Additional Rent hereunder.

**Section 9.02.** If and to the extent deemed advisable by Landlord, Landlord shall provide, at Tenant's sole cost and expense, repair and maintenance services, including capital repairs and replacement as deemed appropriate by Landlord, that Tenant is obligated to perform pursuant to this Article Nine of this Lease. At Landlord's election, these maintenance services (the "Maintenance Services") may include security, custodial services, landscaping, and equipment maintenance, repair and replacement. Landlord shall furnish Tenant from time to time with invoices generally describing such Maintenance Services, which Tenant agrees to pay promptly in accordance with the terms herein. Landlord will provide Tenant with an estimate of the average monthly costs for the Maintenance Services (the "Estimate") which Tenant agrees to pay in equal quarterly installments on the first day of every month. If Landlord determines at any time that actual expenses are materially different from those in the Estimate, Landlord will make an appropriate adjustment therefor in the Estimate (the "Revised Estimate") and subsequent monthly installments will be modified to reflect the Revised Estimate. Within one hundred and twenty days following the expiration or earlier termination of this Lease, Landlord shall prepare a reconciliation of expenses based on the total actual costs for the Maintenance Services during the Term of this Lease. If the actual costs exceed the amounts already paid by Tenant to Landlord, Tenant shall promptly pay to Landlord the difference between the actual costs as determined by Landlord and the amounts previously paid by Tenant. If the actual costs for the Maintenance Services are less than the amounts paid by Tenant to Landlord, Landlord shall paid to Tenant the amount of the overpayment within sixty days of Landlord's determination of such overpayment.

## **ARTICLE TEN**

### **Public Utilities and Services**

**Section 10.01.** Tenant agrees to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, steam, air conditioning, telephone or other communication service or other public utility or public service used, rendered or supplied to, upon or in connection with the Premises including the Improvements throughout the Term, and to indemnify Landlord and hold Landlord harmless from and against any liability or damages on such account. Tenant shall also, at its sole cost and expense, procure or cause to be procured any and all necessary permits, licenses or other authorizations required for the lawful and proper use, occupation, operation and management of the Premises including the Improvements, and for the lawful and proper installation and maintenance thereon and therein of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service thereto. Tenant expressly agrees that Landlord is not, nor shall it be, required to furnish to Tenant, or any other occupant of the Premises, any water, sewer, gas, heat, electricity, light, power, steam, air conditioning, or any other facilities, equipment, labor, materials or services of any kind whatsoever.

## **ARTICLE ELEVEN**

### **Alterations and Additions**

**Section 11.01.** Tenant agrees that it will not (i) demolish the Improvements for the purpose of reconstruction, renovation or otherwise, or (ii) make any alterations, renovations, additions, changes or substitutions which would weaken or impair the structural integrity of the Improvements or lessen the market value thereof, without, in the case of each of the foregoing, the prior written consent of Landlord, which consent Landlord may grant or withhold in



Landlord's sole and absolute discretion. All of the foregoing shall be, without limitation, in compliance with the requirements of ARTICLE EIGHT hereof.

**Section 11.02.** If Landlord permits Tenant to make any alterations, renovations or additions, Tenant shall comply with all of the following:

- (a) The same shall be performed with diligence and in a first-class, workmanlike manner in accordance with all requirements for construction hereunder.
- (b) Tenant shall have delivered to Landlord detailed plans and specifications that are acceptable to Landlord in its sole discretion which detailed plans and specifications shall be prepared in full accordance guidelines as may be established by Landlord and shall have obtained the approval of any and all governmental authorities and departments having jurisdiction over the work, including the Fairfax County Architectural Review Board, if applicable.
- (d) Tenant shall not subject the Premises including the Improvements to any charge, liability, claim or lien of any kind or nature whatsoever by reason thereof.
- (e) Tenant or Tenant's contractor shall provide and maintain, at its own cost and expense, full workmen's compensation insurance with respect to such work as well as any other insurance as may then be required by law, and certificates of any such policies shall be delivered to Landlord on demand.
- (f) If, under the provisions of any insurance policies required to be provided and maintained hereunder, any consent to such demolition, alteration, change or addition by the insurers thereof shall be required to continue and keep such policies in full force and effect, Tenant shall obtain such consents and pay any premiums or charges that may be incurred.

(g) Landlord may inspect the excavation, the construction and all work and materials thereof during the course of construction and upon completion and Tenant shall permit Landlord to examine the plans, drawings and specifications relating thereto or, in the alternative, shall furnish Landlord with copies of same within ten (10) days after receipt of a request therefor. Landlord shall have the right to object to any deviation from such plans and specifications as approved and upon receipt of notice of any such objection, Tenant shall take such steps as shall be necessary to correct such deviation.

(h) Tenant shall comply with all applicable requirements of applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction thereof, including without limitation the requirements as set forth in ARTICLE EIGHT hereof, and the construction, when completed, shall comply with all applicable laws and regulations of any and all governmental authorities having jurisdiction thereof, including the Fairfax County Architectural Review Board.

(i) Tenant shall procure at its own expense all necessary permits required for the work. Upon completion, Tenant shall deliver to Landlord a set of “as built” plans for the work (if such plans exist) including those as set forth in ARTICLE EIGHT hereof.

(j) Tenant shall pay and discharge all costs, expenses, damages and other liabilities which may arise in connection with or by reason of such demolition, alteration, change, addition or construction work.

(k) If requested by Landlord, Tenant shall have furnished Landlord with an irrevocable letter of credit, contractor's performance bond or other surety in form and amount and from a financial institution, all as acceptable to Landlord, to provide Landlord with

assurances that Tenant shall pay for all work performed to avoid any liens on the Premises including the Improvements.

## ARTICLE TWELVE

### **No Financing Liens or other Encumbrances**

**Section 12.01.** It is expressly understood and agreed that by entering into this Lease Landlord is not agreeing to subordinate its fee simple interest in the Premises to any deed of trust or other debt financing incurred by Tenant.

**Section 12.02.** Tenant shall not suffer or permit any liens to stand against the Premises, including the Improvements, or any part thereof, by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to Tenant or anyone holding the Premises including the Improvements, or any part thereof, through or under Tenant. If any such lien against the Premises including the Improvements or any part thereof shall at any time be filed, Tenant shall cause the same to be discharged of record within five (5) business days after the date of filing the same, by either payment, deposit or bond. If Tenant shall fail to discharge any such lien against the Premises including the Improvements or any part thereof within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same after notice to Tenant either by deposit in court, by bonding, or by paying the amount claimed to be due. As provided in ARTICLE FIVE, any amount paid or deposited by Landlord for any of the aforesaid purposes,

and all legal and other expenses of Landlord, including attorneys' fees and the value of legal services if provided by the County Attorney's Office, and all necessary disbursements in connection therewith, in defending any such action or in procuring the discharge of such lien shall constitute Additional Rent, but shall bear interest from the date of payment or deposit at the Default Rate during the period that such payment or deposit is outstanding. Such Additional Rent shall become due and payable forthwith by Tenant to Landlord.

**Section 12.03.** Nothing in this Lease shall be deemed to be construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Premises including the Improvements, or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against Landlord's interest in the Premises including the Improvements. Notwithstanding the foregoing provisions of this Section 12.03, if such lien against the Premises including the Improvements or any part thereof is filed, Tenant shall either pay the same and have it discharged of record, or take such action as may be required to legally object to such lien, or to have such lien removed of record within five (5) days after the date of filing the same, and in all events to have such liens against the Premises including the Improvements or any part thereof discharged prior to the foreclosure thereof and the imposition of any penalty upon Landlord.

## **ARTICLE THIRTEEN**

### **Exculpation and Indemnification**

**Section 13.01.** As a material condition of this Lease, Tenant agrees that Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in or about the Premises including the Improvements or the appurtenances thereto, or for any injury or damage to the Premises including the Improvements, or to any property, whether belonging to Tenant or any other person, caused by any fire, breakage, leakage, defect or bad condition in any part or portion of the Premises including the Improvements or from steam, gas, electricity, water, rain or snow that may leak into, issue or flow from any part of the Premises including the Improvements from the drains, pipes or plumbing work of the same, or from the street, subsurface or any place or quarter, or due to the use, misuse or abuse of all or any of the hatches, openings, installations or hallways of any kind whatsoever, or from any kind of injury which may arise from any other cause whatsoever on the Premises including the Improvements, including defects in construction, latent or otherwise. The provisions of this Lease permitting Landlord the right to use of the Premises and to enter and inspect the same and the Improvements shall in no manner limit Landlord's rights to indemnification from Tenant pursuant to the terms of this ARTICLE THIRTEEN.

**Section 13.02.** Tenant shall indemnify and hold Landlord harmless from and against all liability, judgments, claims, demands, suits, actions, losses, penalties, fines, damages, costs and expenses, including without limitation attorneys' fees including the value of legal services provided by the County Attorney's Office, of any kind or nature whatsoever, due to or arising out of or from:

(a) Any breach, violation or nonperformance of any covenant, condition, provision or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed, and

(b) Claims of every kind or nature arising out of the use and occupancy of the Premises including the Improvements (and/or the construction and/or alteration thereof) by Tenant, including, without limitation, any damage to property occasioned or arising out of the use and occupancy thereof by Tenant, or any injury to any person, including death resulting at any time therefrom, occurring in or about the Premises including the Improvements.

For purposes of the foregoing indemnity and other indemnities in this Lease, the term “Landlord” shall include any successors or assigns of Landlord’s interest in the Premises, and also shall include all agencies, employees, contractors and agents of Landlord.

**Section 13.03.** No covenant, obligation or agreement contained in this Lease shall be considered to be a covenant, obligation or agreement of any director, officer, employee or agent of the Tenant or the Foundation in his or her individual capacity, and no person executing this Lease shall be liable personally or be subject to any personal liability or accountability (except for fraud or malfeasance) by reason of anything the Tenant or the Foundation states in or omits from this Lease.

## **ARTICLE FOURTEEN**

### **Inspection and Access**

**Section 14.01.** Tenant agrees that it shall permit Landlord and its agents to enter the Premises including the Improvements at any for any purpose, including without limitation (i) inspection; and (ii) making repairs that Tenant has neglected or refused to make in accordance with the agreements, terms, covenants and conditions of this Lease.

## **ARTICLE FIFTEEN**

### **Damage and Destruction**

**Section 15.01.** If, during the Term, the Improvements shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, and whether or not such destruction or damage is covered by insurance, Tenant shall give to immediate notice thereof, and, Tenant shall promptly repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt, at least to the conditions thereof immediately prior to such occurrence, subject to the requirements as set forth in ARTICLE ELEVEN hereof (“Restoration”). If the damage or destruction is caused by an event for which Tenant is not insured, for whatever reason, Restoration shall be made, at Tenant's sole cost and expense, in accordance with ARTICLE ELEVEN. Landlord shall in no event be called upon to perform or otherwise be held liable for such Restoration; provided however, that at Landlord election, Landlord shall have the right to cause the Restoration to be performed under the direction of Landlord or Landlord’s agents, employees or independent contractors, in which case Tenant shall be responsible for all of costs therefor, including without limitation the reasonable value of services performed by Landlord’s employees assigned to Restoration, all of which shall be deemed Additional Rent hereunder.

**Section 15.02.** The terms and conditions upon which any Restoration shall be performed by Tenant after any such destruction or damage by fire or any other cause, except by condemnation, and the terms and conditions upon which the proceeds of insurance of the kinds described in ARTICLE SEVEN shall be applied to the cost of such Restoration are as follows:

(a) Tenant shall submit to Landlord, design and development plans which shall be designed to restore the Premises including the Improvements thereon to at least the condition immediately prior to such destruction or damage and as completely similar in character

as is practicable and reasonable. The design and development plans shall be subject to the approval of Landlord.

(b) During such Restoration, Landlord and any architect, engineer or other representative whom Landlord may select to act on its behalf may inspect all work and materials as rendered and installed during the course of such Restoration and upon completion. Tenant shall keep copies of all plans, shop drawings and specifications relating to such Restoration on the building site and permit Landlord or its architect, engineer or other representative to examine them, or, in the alternative, shall furnish Landlord with copies of such plans, drawings and specifications. If during Restoration Landlord, or its architect, engineer or other representative, shall determine that the materials do not substantially conform to the approved plans or that the Restoration is not in accordance with the approved plans, notice in writing shall be given to Tenant, specifying the particular deficiency, omission or other respect in which Landlord determines that the Restoration does not conform with the plans as approved. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to any deficiencies, omissions or otherwise, and, if necessary for the purpose of effectuating such corrections, shall immediately remove such materials, replace such construction and furnish materials in accordance with said plans or with materials equally as good as those provided for in such plans.

(c) All of such Restoration and the performance thereof shall be subject to and shall be performed in accordance with the provisions of ARTICLE EIGHT and ARTICLE ELEVEN, including, without limitation, the provision to the effect that historic structures may be required to be restored to their original condition in conformance with the requirements of the



Fairfax County Architectural Review Board and otherwise in accordance with ARTICLE EIGHT hereof.

(d) Upon the completion of the Restoration, a set of the “as restored” plans shall be delivered by Tenant to Landlord.

**Section 15.03.** If (i) Tenant shall fail to cause required Restoration to be commenced within sixty (60) days from the date of such damage and destruction in accordance with the provisions of this Lease, or such longer time as Landlord may agree in its sole discretion if the restoration cannot practicably be commenced within such sixty (60) day period because of delays in obtaining insurance proceeds or other causes beyond the control of Tenant, or (ii) having commenced such Restoration, Tenant shall fail to complete it in accordance with such provisions with reasonable diligence, and such failure shall continue for a period of thirty (30) days after notice by Landlord to Tenant, Landlord may, at its option after at least five (5) days prior notice to Tenant that it elects so to do, make and complete such Restoration. In such event, and whether or not this Lease may have theretofore been terminated by reason of any default by Tenant, Landlord shall have the right, as the Restoration progresses, to obtain and apply the insurance proceeds to the cost of such Restoration to the extent that they shall not theretofore have been applied to the payment or reimbursement of costs and expenses of Landlord and/or Tenant as aforesaid.

**Section 15.04.** If prior to the completion of such Restoration, whether by Tenant or Landlord, this Lease shall terminate or expire for any reason, Landlord shall have the right to receive and retain such insurance proceeds to the extent that they shall not theretofore have been applied to the payment or reimbursement of the costs and expenses of Tenant and/or Landlord, as aforesaid.

## ARTICLE SIXTEEN

### **Condemnation**

**Section 16.01.** If, at any time during the Term of this Lease, the whole or substantially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, this Lease shall terminate on the date of such taking and any Monthly Rent provided to be paid by Tenant shall be apportioned and paid to the date of such taking.

**Section 16.02.** If less than substantially all of the Premises shall be taken, this Lease shall be deemed terminated as to the part so taken as of the date of such taking, but with respect to the part not taken shall continue in full force and effect, without reduction, abatement or effect of any nature whatsoever upon the Term of this Lease or the liability of Tenant to pay all Monthly Rent and Additional Rent and other sums of money and charges herein provided to be paid by Tenant.

**Section 16.03.** In the event of any taking referred to in Section 16.01 or 16.02, Landlord shall be entitled to all condemnation proceeds.

**Section 16.04.** For purposes of this ARTICLE SIXTEEN, the Premises or a part thereof, as the case may be, shall be deemed to have been taken or condemned on the date on which actual possession of the Premises or a part thereof, as the case may be, is acquired by any lawful power or authority or the date on which title vests therein, whichever is earlier. Any right of entry which may be granted by Landlord or Tenant to any condemning authority shall not affect the date on which the Premises or a part thereof, as the case may be, shall be deemed to have been taken or condemned.

## ARTICLE SEVENTEEN

### **Landlord's Rights of Consent, Approval and Participation**

**Section 17.01.** In recognition of Landlord's substantial expertise in in all forms of property management, including building maintenance, security services, capital improvements, information technology, and financial management and budget preparation, Landlord and Tenant agree that Landlord shall have the right, upon its election, to maintain oversight over some or all of Tenant's facilities management operations at the Premises, as determined by Landlord, to enable Landlord to provide consultation regarding competent budget management, general building maintenance, security, and office management services. Tenant agrees to permit representatives of Landlord to review all books and records of Tenant and all operations of Tenant at Premises for the purpose of enabling Landlord to recommend cost saving efficiencies in the conduct of Tenant's operations.

**Section 17.02.** Landlord shall have the right to approve Tenant's annual operating and capital budget. Tenant agrees to cooperate and coordinate with Landlord in the preparation of Tenant's annual budget. Following such consultation, Tenant agrees to provide Landlord with a thorough budget in form acceptable to Landlord, describing in detail all estimated expenses and revenues of Tenant, and reflecting the comments that Landlord may provide to Tenant. Without limiting the foregoing, Tenant agrees that such annual budget shall include line items for the replenishment of reserves for capital systems. The annual budget that Tenant is obligated to furnish to Landlord shall not be deemed final until approved by Landlord. Following approval of the budget, Tenant shall be obligated to carry on its operations at the Premises in full conformance with the approved budget. If at any time Tenant is unable to operate in material conformance with the approved budget, or if Tenant experiences a material change in its

financial condition from that reflected in the approved budget, Tenant shall notify Landlord thereof, and Tenant shall make such revisions to the approved budget as may be necessary for to the budget to reflect the actual financial circumstances of Tenant. Any such revisions to the annual budget shall be subject to the consent of Landlord and such revisions to the budget shall not be deemed approved until Landlord shall have given its written consent. All of Tenant's operations at the Premises shall be in conformance with the approved annual budget, as may be revised in accordance with the terms hereof, with the consent of Landlord.

**Section 17.03.** To insure that Landlord is fully informed as to the full scope of Tenant operations at the Premises, Landlord shall be entitled to prior written notice of, and the right to attend and participate in all meetings of the board of directors of Tenant and Tenant's sole member, the Workhouse Arts Foundation, and all meetings of the executive committee, management committee, or other committees of the board of directors of Tenant. Landlord shall not be deemed a member of the board of Tenant, or of any of their committees, and shall not have any voting rights at such meetings, but shall be entitled to attend and participate in all such meetings whether open or closed and whether or not confidential information shall be discussed.

## **ARTICLE EIGHTEEN**

### **Assignment and Subletting**

**Section 18.01.** Tenant shall not sell, assign or in any manner transfer this Lease or any interest therein or the estate of Tenant hereunder, or rent, sublet, sublease or underlet the Premises including the Improvements as an entirety in a single transaction or a series of related transactions, without the prior written consent of Landlord first had and obtained in each case, which consent may be granted or withheld in the sole and absolute discretion of Landlord; provided, however, that Landlord consents to Tenant subletting the Premises to Workhouse

Museum, L.P. pursuant to a sublease (“Approved Sublease”) in form and substance approved in advance by Landlord. The Approved Sublease will be subordinate to this Lease and subject to all of the terms and conditions of the Lease. Landlord understands that the Approved Sublease is required so that the Tax Credits can be claimed by the Tenant under a sublessor-sublessee pass-through arrangement.

**Section 18.02.** If the Premises or any part thereof be sublet or occupied by anybody other than Landlord or the Approved Subtenant in violation hereof, Landlord may, (i) collect rent from any purchaser, assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, and (ii) accept any such purchaser, assignee, subtenant or occupant as tenant, without waiving any rights or remedies of Landlord hereunder.

## **ARTICLE NINETEEN**

### **Annual Statements**

**Section 19.01.** Tenant agrees that, it will deliver or cause to be delivered to Landlord within sixty (60) days after the fiscal year then ended the following items:

- (a) An annual audit of Tenant, containing a balance sheet, income statement and statement of changes in financial condition for such fiscal year, prepared in accordance with generally accepted accounting principles applied on a consistent basis and certified by a public accountant firm approved by Landlord in Landlord’s discretion; and
- (b) Other information pertaining to Tenant as Landlord may reasonably request.

## ARTICLE TWENTY

### Events of Default

**Section 20.01.** If any one or more of the following events shall occur:

(a) Tenant shall desert or abandon the Premises for a period of ten (10) days;

or

(b) Tenant shall default in making timely payment to Landlord of any Monthly Rent, Additional Rent, or of any money advanced by Landlord or otherwise collectible as Additional Rent; or

(c) Tenant shall fail to pay any tax, assessment, water rent, rate or charge, sewer rent or other governmental imposition, or any other charges or lien against the Premises including the Improvements which Tenant is required to pay under this Lease and the same shall not be paid within ten (10) days after Tenant receives notice of the delinquency; or

(d) Tenant shall default in complying with any other agreement, term, covenant or condition of this Lease and such default in compliance shall continue for a period of ten (10) days after notice by Landlord or such longer period as Landlord may agree if the default cannot reasonably be cured within ten (10) days provided Tenant has commenced curing within such ten (10) days and continues with diligence thereafter to complete the cure and provided further that the Premises is in no manner materially adversely affected by the failure of Tenant to cure the default within the original ten (10) day cure period; or

(e) Tenant shall fail to maintain its status as a 501(c)(3) non-profit entity in good standing and authorized to do business in the Commonwealth of Virginia; or

(f) Except for the Approved Sublease, if any interest of Tenant hereunder shall be transferred, assigned or subleased (in a single transaction or a series of related

transactions) without Landlord's prior written consent, then an "Event of Default" shall be deemed to have occurred in which case, Landlord may immediately cancel and terminate this Lease any other notice to quit required hereunder or by law being expressly waived by Tenant whereupon Tenant shall then quit and surrender to Landlord the Premises including the Improvements and any other improvements on, under or above the Premises, and Landlord may enter into or repossess the same, either by force, summary proceedings or otherwise.

**Section 20.02.** If this Lease is terminated pursuant to any provision hereof, all of the right, title, estate and interest of Tenant, (i) in and to the Premises including the Improvements, (ii) in and to equipment, fixtures and machinery therein or upon the Premises including the Improvements and other improvements on, under and above the Premises, (iii) in and to all revenue, rents, issues and profits thereof whether then accrued or to accrue, and (iv) in and to all insurance policies and all insurance monies paid or payable thereunder, shall terminate and Landlord, without further action on the part of either party and without cost or charge to Landlord, shall have unlimited and sole title thereto and ownership thereof, free of any claim thereto by Tenant.

## **ARTICLE TWENTY-ONE**

### **Deed Restrictions**

**Section 21.01.** It is expressly agreed and understood by the parties hereto that the Deed Restrictions as set forth on Exhibit C must be complied with at all times without qualification as determined in the sole discretion of Landlord, it being understood and agreed that such Deed Restrictions could affect other property of Landlord and accordingly Landlord must be afforded the opportunity to ensure absolute compliance.

## ARTICLE TWENTY-TWO

### **Remedies of Landlord**

**Section 22.01.** If an Event of Default shall have occurred with regard to the payment of any Additional Rent, Landlord may, at its election, pay the same for the account and at the expense of Tenant. If Landlord shall incur any expenses, including, without limitation, attorneys' fees (including the value of legal services if provided by the County Attorney's Office), in instituting, prosecuting or defending any action or proceeding instituted by reason of any default by Tenant, Tenant shall reimburse Landlord for the amount of such expenses. As provided in ARTICLE FIVE, should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord one or more sums of money in addition to the Monthly Rent, the amount thereof shall be deemed Additional Rent shall be immediately payable by Tenant to Landlord and subject to interest at the Default Rate. The provisions of this Section 22.01 shall survive the termination of this Lease.

**Section 22.02.** If an Event of Default shall have occurred, in addition to other rights of Landlord hereunder, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed hereunder by law or in equity as if specific remedies, indemnity or reimbursement were not herein provided.

**Section 22.03.** In the event of any termination of this Lease, whether by expiration, forfeiture, cancellation, surrender, operation of law, issuance of a final court order or otherwise, Landlord may enter the Premises including the Improvements and other improvements on, under or above the Premises, to remove therefrom Tenant, its agents, employees, licensees and any subleasees, persons, firms or corporations and all of their respective property, using such force for that purpose as may be necessary without being liable for prosecution or damages therefor,



and thereupon Landlord shall be entitled to retain possession of the Premises including Improvements and other improvements on, under or above the Premises with all additions, alterations and improvements thereon and fixtures and appurtenances thereto, free from any interest of Tenant therein.

**Section 22.04.** If a judgment is entered for the recovery of possession of the Premises in any action or proceeding, Tenant, for itself and for any and all persons claiming through or under Tenant, hereby waives any right of redemption provided or permitted by any statute, law or decision now or hereafter in force, and does hereby waive, surrender and give up all rights or privileges which it or they may or might have, under and by reason of any present or future law or decision, to redeem the Premises including the Improvements or for a continuation of this Lease for the Term hereby demised after having been dispossessed or ejected therefrom by process of law or otherwise.

**Section 22.05.** No receipt of monies by Landlord from Tenant after the termination hereof in any lawful manner shall reinstate, continue or extend the Term, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of any Monthly Rent or Additional Rent then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover exclusive possession of the Premises including the Improvements by proper suit, action, proceedings or other remedy; it being agreed that after the service of notice of termination as herein provided and the expiration of the time therein specified, after the commencement of any suit, action, proceedings or other remedy, or after a final order or judgment for exclusive possession of the Premises, Landlord may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, suit, action, proceedings, order or judgment; and any and all such monies so collected

shall be deemed to be payments on account of the use and occupation of the Premises, or, at the election of Landlord, on account of Tenant's liability hereunder. Landlord, at its option, may make such alterations and repairs in or to the Premises including the Improvements and other improvements as in its judgment Landlord considers advisable and necessary, and the making of such alterations and repairs shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to re-rent the Premises.

**Section 22.06.** The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, or by law or in equity.

## **ARTICLE TWENTY-THREE**

### **Lease Contingent on Tax Credit Proceeds**

**Section 23.01.** This Lease is contingent on Tenant closing qualifying for the historic tax credits for the Premises and closing on the tax credit documentation by no later than December 31, 2018. If Tenant does not close the tax credit financing and does not receive the Tax Credit Proceeds by March 31, 2019, this Lease shall automatically terminate effective April 1, 2019, or such earlier date that Landlord determines that Tenant will be unable to close on the tax credit financing by March 31, 2019.

**Section 23.02.** As a material inducement to Landlord entering into this Lease, Tenant agrees to use the Tax Credit Proceeds for a capital reserve account and/or an operating reserve account and other uses, such as acquisition of exhibits for the Premises, consented to by Landlord. Landlord agrees not to unreasonably withhold its consent to the prudent use of the Tax Credit Proceeds.

## **ARTICLE TWENTY-FOUR**

### **No Waiver**

**Section 24.01.** Waiver by Landlord of any breach by Tenant of any covenant or condition herein contained, or failure by Landlord to exercise any right or remedy in respect of any such breach, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or of any subsequent breach of any such covenant or condition, or bar any right or remedy of Landlord in respect of any such subsequent breach, nor shall the receipt of any amounts due or portion thereof (regardless of any endorsement on any check or any statement in any letter accompanying any payment) by Landlord, whether the same be reserved and provided for herein as a Monthly Rent or Additional Rent under any of the covenants or provisions herein contained, operate as an accord and satisfaction or a waiver of the right of Landlord to enforce the payment of any kind previously due or as a bar to the termination of this Lease and the recovery of the Premises because of default in the payment of such payments previously due, by any appropriate remedy Landlord may select.

## **ARTICLE TWENTY-FIVE**

### **Notices**

**25.01.** Any notice or other communication required or permitted hereby, or convenient to Tenant or Landlord in the consummation of the transactions contemplated hereby, shall be deemed delivered upon receipt (i) when sent by registered or certified mail, return receipt requested postage prepaid, (ii) when sent by an expedited courier services, fees prepaid, and addressed to the respective parties and either a receipt is acknowledged therefor, or the courier service certifies that the party refused receipt, or (iii) when sent by electronic mail provided the

party receiving such electronic mail promptly confirms to the other party receipt of such electronic mail.

Notices to Landlord shall be sent to:

Fairfax County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, Virginia 22035  
Attention: Bryan J. Hill  
Email: Susan.Robinson@fairfaxcounty.gov

With copies to:

Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, Virginia 22035  
Attention: County Attorney  
Email: Elizabeth.Teare@fairfaxcounty.gov

and:

Fairfax County Risk Management Department  
12000 Government Center Parkway, Suite 424  
Fairfax, Virginia 22035  
Attention: Leasing Department  
Email: michael.lambert@fairfaxcounty.gov

Notices to Tenant shall be sent to:

Workhouse Arts Foundation  
9518 Workhouse Way  
Lorton, Virginia 22079  
Attention: Ava Spece  
Email: AvaSpece@workhousearts.org

With a copy to:

Michael W. Graff, Jr.  
McGuireWoods LLP  
1750 Tysons Boulevard, Suite 1800  
Tysons, Virginia 22102  
Email: mgraфф@mcguirewoods.com

## **ARTICLE TWENTY-SIX**

### **Captions**

**Section 26.01.** The captions and headings in this Lease are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Lease or the intent of any provision thereof.

## **ARTICLE TWENTY-SEVEN**

### **Time of the Essence**

**Section 27.01.** Time is of the essence with regard to each and every term herein to which time is an element.

## **ARTICLE TWENTY-EIGHT**

### **No Commissions**

**Section 28.01.** Tenant represents to Landlord that no brokerage commissions or other compensation are due or payable to any person, firm, corporation or other entity with respect to or account of any action taken by or on behalf of Tenant with respect to this Lease.

## **ARTICLE TWENTY-NINE**

### **Integration and Interpretation**

**Section 29.01.** The terms and conditions herein set forth all the promises, agreements, conditions and understandings between Landlord and Tenant pertaining to leasing of the Premises, and there is no promise, agreement, condition or understanding either oral or written, between the parties other than as are herein set forth. This Lease has been negotiated at arm's length with both parties having the opportunity to consult with legal counsel with respect to all

provisions hereof. In the event of any ambiguity in any of the terms or provisions, this Lease shall not be interpreted against or in favor of either Landlord or Tenant, nor shall there be any presumption against or in favor of either Landlord or Tenant. No prior writings, including without limitation, drafts of this Lease and modifications thereto, shall be given any force or effect.

[Signatures Follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first hereinabove written.

**LANDLORD:**

**BOARD OF SUPERVISORS OF FAIRFAX  
COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Bryan J. Hill., County Executive

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX: to-wit:

The foregoing Lease was acknowledged before me this \_\_\_\_ day of December, 2018, by Bryan J. Hill, the County Executive of the Board of Supervisors of Fairfax County, Virginia, the Landlord hereunder.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**TENANT:**

**WORKHOUSE MUSEUM DEVELOPMENT,  
LLC**

By: The Workhouse Arts Foundation, Inc.,  
its sole member

By: \_\_\_\_\_  
Ava Spece, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX

The foregoing Lease was acknowledged before me this \_\_\_\_ day of December, 2018, on behalf of Workhouse Museum Development, LLC, the Tenant hereunder, by Ava Spece, the President of The Workhouse Arts Foundation, Inc., the sole member of Workhouse Museum Development, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**Property**  
**LEGAL DESCRIPTION**

ALL that certain lot, piece or parcel of land, together with all improvements thereon, situate, lying and being in the Mount Vernon Magisterial District, Fairfax County, Virginia, said lot or parcel being more particularly described as follows:

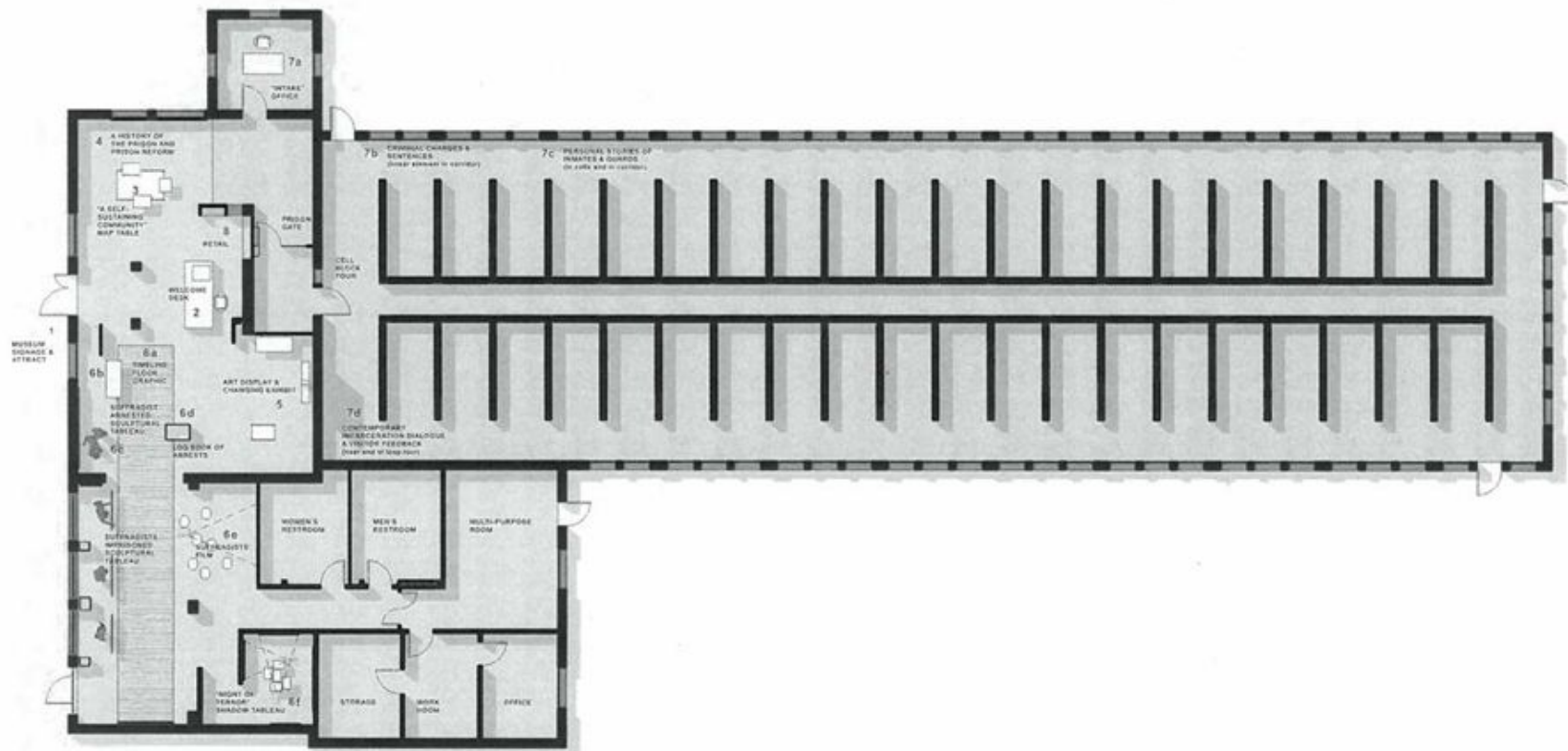
BEGINNING at a point in the centerline of Lorton Road - Virginia State Route #642 - variable width right-of-way and prescriptive right-of-way, and being a corner to Parcel "E" of the Plat of Division; thence departing the centerline of said Lorton Road and with the lands of said Parcel "E" the following two (2) courses: South 47° 04' 06" East, a distance of 1109.10 feet; thence South 37° 55' 10" West, a distance of 703.97 feet to a point, said point being an iron pipe set in a corner of Parcel "H" of the Plat of Division; thence departing said Parcel "E" and with the lands of said Parcel "H" the following four (4) courses and distances: South 01° 42' 33" East, a distance of 445.36 feet; thence, South 55° 15' 02" West, a distance of 486.80 feet; thence, South 06° 53' 35" East, a distance of 261.70 feet; thence, South 00° 29' 44" East, a distance of 290.34 feet to a point, said point being an iron pipe set in a corner of Parcel "I" of the Plat of Division; thence departing said Parcel "H" and with the lands of said Parcel "I" the following two (2) courses and distances: North 64° 43' 24" West, a distance of 923.51 feet; thence, North 77° 50' 42" West, a distance of 33.77 feet to a point in the centerline of Ox Road Virginia State Route #123 - 30' prescriptive right-of-way, and being a corner to the lands of Fairfax County Water Authority - Deed Book 10373 at Page 1122; thence departing said Parcel "I" and with the centerline of said Ox Road and the lands of said Fairfax County Water Authority the following seven (7) courses and distances: North 19° 29' 12" East, a distance of 136.89 feet; thence, North 10° 07' 47" East, a distance of 66.04 feet; thence North 05° 36' 58" East, a distance of 185.21 feet; thence, North 00° 42' 37" East, a distance of 175.05 feet; thence North 04° 08' 21" West, a distance of 799.14 feet; thence North 04° 00' 00" West, a distance of 654.47 feet; thence, North 05° 42' 34" West, a distance of 36.65 feet to a point in the centerline of said Ox Road (formerly Fairfax Courthouse Road); thence departing the lands of said Fairfax County Water Authority and with the centerline of the former Fairfax Courthouse Road, as it formerly existed, the following two (2) courses and distances: South 22° 43' 11" East, a distance of 450.70 feet; thence South 07° 48' 11" East, a distance of 306.00 feet to a point at the centerline intersection of said former Fairfax Courthouse Road and former Telegraph Road as it formerly existed; thence departing said former Fairfax Courthouse Road and with the former centerline of said Telegraph Road the following two (2) courses and distances: North 15° 39' 49" East, a distance of 251.30 feet; thence, North 48° 14' 49" East, a distance of 157.24 feet to a point in the centerline of the aforesaid Lorton Road; thence with the centerline of said Lorton Road the following eleven (11) courses and distances: North 61° 49' 06" East, a distance of 66.67 feet; thence, North 66° 03' 57" East, a distance of 129.41 feet; thence, North 68° 12' 08" East, a distance of 96.50 feet; thence, North 60° 15' 02" East, a distance of 33.98 feet; thence, North 52° 04' 06" East, a distance of 35.13 feet; thence, North 40° 50' 14" East, a distance of 41.74 feet; thence, North 30° 34' 00" East, a distance of 40.94 feet; thence, North 22° 17' 56" East, a distance of 80.73 feet; thence, North 15° 38' 58" East, distance of 154.19 feet; thence, North 18° 28' 01" East, a distance of 43.45 feet; thence, North 25° 52' 32" East, a distance of 27.82 feet to the point of Beginning. Containing 55.6912 acres of land, more or less.

Less and Except those portions dedicated for public street purposes in Deed Book 19655 at Page 1646, in Deed Book 19918 at Page 2006, and Deed Book 22130 at Page 1001, among the said land records.

**EXHIBIT B**

Premises

## Proposed Interpretive Plan



### Open to Public

W-2 Museum  
W-3 Youth Arts Center/W-3 Theatre  
W-4 Artist Studios - Visual Arts  
W-5 Artist Studios - Visual Arts  
W-6 Artist Studios - Visual Arts  
W-7 Artist Studios - Glass Program  
W-7A Glass Hot Shop  
W-8 Artist Studios - Ceramics Program  
W-9 Artist Studios - Visual Arts  
W-9A Art Supply Store  
W-10 Artist Studios - Visual Arts  
W-11 Art of Movement/Performing Arts Studios  
W-16 McGuireWoods Gallery, Vulcan Gallery and Artist Gift Shop  
Amphitheater

### Future Renovation (continued)

W-20 Future Programming  
W-22 Music Barn  
W-25 Future Programming  
W-28 Future Programming  
W-29 Future Programming  
H-40 Residential  
W-70 Greenhouse and Gardens  
W-RO Future Programming

### Future Development (Private Investment)

W-13 Future Private Development  
N-1/2 Apartments  
N-3/4 Restaurant(s)

### Future Renovation

W-1 Events Center  
W-12 Theatre  
W-15 Administration  
W-17 Future Programming  
W-18 Future Programming



**EXHIBIT C**

Deed Restrictions



Standalone Cover Sheet Version 1.0

Page 1 of 1

## Fairfax County Land Records Cover Sheet - USA TO BOARD

**Instrument(s)**

DEED

**Grantor(s)**

UNITED STATES OF AMERICA \_I\_N

**Grantee(s)**

BOARD OF SUPERVISORS OF FAIRFAX COUNTY \_I\_N

Consideration	4235000.00	Consideration %	100
Tax Exemption	811	Amount Not Taxed	
DEM Number		Tax Map Number	106-4- /01/ /0054
Original Book		Original Page	
Title Company	ESCROW ONE LTD	Title Case	4829
Property Descr.	METES & BOUNDS		
Certified	No	Copies	0
		Page Range	



Print

Next Page

Prepared by:

Alan Weiss, esq.

Consideration: \$4,235,000.00

GENERAL SERVICES ADMINISTRATION  
LORTON CORRECTIONAL FACILITIES COMPLEX (LCC)  
CONTROL NO. 4-G-VA-717

**QUITCLAIM DEED**

Escrow One, LTD  
3937 University Drive  
Fairfax, VA 22030-2527

Tax ID# 106-4- /01/ 10054

Box 125

Tax Exempt  
Grantee: 58.1-811(A)(2)  
Code: 58.1-811(3)  
Grantee: 58.1-811(C)  
Code:

THIS INDENTURE, made this the 11<sup>th</sup> day of July, 2002, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of Section 141 of Public Law 105-277, enacted October 21, 1998, and Section 11201 of Public Law 105-33, enacted August 5, 1997, regulations and orders promulgated thereunder, Grantor, also called Government, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY Virginia, a body corporate and politic, whose mailing address is 12000 Government Center Parkway, Fairfax, Virginia, 22035-0064, Grantee, also called County.

**WITNESSETH:**

WHEREAS, the Grantor is the owner of certain real property known as the "Lorton Correctional Facilities Complex ("LCC") located in Fairfax County, Virginia, as shown on the plat attached hereto (the "Property"), having acquired the Property by virtue of deeds and eminent domain, all as more fully set forth among the land records of Fairfax County, Virginia (the "Land Records");

WHEREAS, the above-cited sections of the Public Laws state that the property on which the LCC is located shall be transferred from the District of Columbia to the General Services Administration ("GSA");

WHEREAS, the GSA has received the property and complied with applicable environmental and historic preservation laws, including the "Final Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) for the Proposed Disposal of the Lorton

Correctional Complex, Fairfax County, Virginia," dated July 20, 2001, with Lead Agency, General Services Administration, Cooperative Agency, the County of Fairfax, Virginia, and a "Memorandum of Agreement," signed by the Advisory Committee on Historic Preservation, June 28, 2001, and the County, May 30, 2001, and the GSA April 9, 2001, among other signatures;

WHEREAS, the County, pursuant to the above cited Section 141 of Public Law 105-277, has submitted a reuse plan that complies with all requisite approvals to the Administrator of General Services, and that maximizes use of the land for open space, park land or recreation;

WHEREAS, the Administrator of General Services has, pursuant to the cited sections, cooperated with the District of Columbia Corrections Trustee to maintain the security of the LCC until its closure, completed the remediation of environmental contamination in compliance with applied Federal and State environmental laws, and incorporated the Fairfax County reuse plan and the Department of the Interior's land transfer reports into a disposition strategy;

WHEREAS, the Administrator of General Services has identified a portion of the property ("recreational property") for use for open space, park land or recreation in the Fairfax County plan and by this conveyance to the County will transfer said recreational property along with other property, and provide that the County and its successors and assigns use the recreational property only for open space, park land or recreation and that the transfer of that recreational property will be at fair market value considering the highest and best use of the property to be open space, park land and recreation;

WHEREAS, the County has obtained permission from the Northern Virginia Regional Park Authority and the Fairfax County Park Authority to be the public entity to obtain the recreational property and transfer portions of the property to those entities subject to the conditions that the recipient use the transferred property only for open space, park land or recreation;



WHEREAS, the Administrator of General Services has also pursuant to Section 141 (g)(4)(B) of the Lorton Technical Corrections Act of 1998 reported on plans to comply with Paragraph (g)(4) of the Act to the required congressional committees;

WHEREAS, the Administrator of General Services has authority under the above-cited Act and the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, to dispose of Government property; and

WHEREAS, the GSA and National Park Service were to ensure that the said transfer complies with all applicable environmental and historic preservation laws and the Grantee has provided additional land descriptions suitable for transferring the Property, and GSA has completed the necessary surveys to determine the presence of any hazardous substances, contaminants or pollutants, and has taken all action necessary to protect human health and the environment and will take any additional response action necessary pursuant to the CERCLA covenant contained herein.

NOW THEREFORE,

That the Grantor, as provided in the Lorton Technical Corrections Act of 1998, Public Law 105-277, for and inconsideration of \$4,235,000.00, has transferred, and does by these presents transfer, remise, release and forever quitclaim "as-is, where-is" without representation or warranty, expressed or implied, except as hereinafter stated, unto the Grantee, its successors and assigns, all right, title, interest, claim and demand which said Grantor has or may have had in and to all that property commonly known as "a portion of the Lorton Correctional Complex," situated within the County of Fairfax, State of Virginia, consisting of 2,323 acres, and being more specifically described in Exhibit "A," which is attached hereto, made a part hereof and consists of ten (10) page(s), together with all appurtenances, rights, privileges, easements, benefits and agreements appurtenant thereto, all water rights and all sewer rights allocated to the property, any land lying in

the bed of any street, road, avenue or right-of-way in front of or adjoining the property, and all rights and entitlements to development of the property granted by governmental or quasi-governmental bodies or entities having jurisdiction or authority over the property.

SUBJECT, to any and all existing easements, restrictions, and rights for streets, public roads, highways, railroads, pipelines, waterlines, drainage and public utilities; if any, recorded in the chain of title among the land records of Fairfax County, Virginia, and subject specifically to the easements, permits, licenses and leases listed in Exhibit "B", which is attached hereto, made a part hereof and consists of one (1) page.

The Grantee covenants for itself and its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that is identified as open space, park land, or recreation (the "recreational property") in the above-referenced Fairfax County reuse plan, being those parcels identified as being those parcels identified as A-1, A-2, E, and I on Exhibit "A," that in accordance with Section 141(b)(4) of the Lorton Technical Corrections Act of 1998 the identified property or any part thereof is hereby conveyed at fair market value considering the highest and best use of the property to be open space, park land, and recreation being the public purpose for which it was conveyed, and shall be used and maintained in perpetuity only for open space, park land, or recreation, even if the plan is amended with respect to the property to permit other uses, subject to the Grantee's right to grant easements for utilities and dedicate portions thereof for public streets consistent with the Fairfax County Reuse Plan as presently set forth. Further, in the event that Grantee, its successors or assigns, or any licensee, lessee, tenant in possession, concessionaire or occupier of the recreational property conveyed herein, seeks to change the use (i) to such that a notice and approval is required pursuant to Va. Code Ann. § 15.2-2232 (Michie Supp.2001) or any successor statute, or (ii) to any significant commercial use for which the

State statute does not require notice (such change in use as described in clauses (i) and (ii) above being referred to hereinafter as a "Change in Use"), then the following shall apply: Grantor shall have the right to object, comment upon, or concur in a Change in Use provided that Grantor delivers to Grantee or its successor written notice of its objection within forty five (45) days after Grantor receives written notice from Grantee or its successors and assigns of the proposed Change in Use. If Grantee or its successors or assigns fails to notify Grantor of a Change in Use, Grantor shall still have the right to reasonably object thereto if a Grantor notifies Grantee or its successor within forty five (45) days after Grantor first learns of such Change in Use. Failure of Grantor to object, comment upon, or concur in a purported Change in Use within forty five (45) days of Grantor's receipt of the notice or, if there is no notice, within forty five (45) days after Grantor first learns of such Change in Use, shall be considered consent that such use is permitted hereunder. If Grantor does timely object to the purported Change in Use in accordance with the terms immediately hereinbefore, Grantor and Grantee or its successor shall enter into discussions with each other in good faith for a period of forty five (45) days after Grantor's timely objection to attempt to resolve the dispute. If the parties are unable to resolve the dispute within such forty five (45) day period, Grantee or its successor may proceed with the purported Change in Use, subject to Grantor's right to enforce this covenant in a timely matter. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction if the conveyed property or portion thereof ceases to be used or maintained for the purpose for which it was conveyed.

GRANTEE ALSO COVENANTS for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and its heirs,

successors and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed the sole beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

The Grantee, agrees and covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof to the following: The property lies in the 100-year flood plain of the Potomac-Shenandoah River Basin (Virginia State River Basin I). The Grantee agrees to comply with all Federal, State, and local regulations pertaining to land use and development of properties subject to flooding. The Grantee and all successors shall, to the extent permitted by Virginia law, save the Grantor harmless in the event of damage to or loss of life or property resulting directly or indirectly from flooding. Further, the conveyed property contains identified wetlands sites as delineated in Exhibit "C". Any use of the property will be subject to compliance with Federal, State, and local regulations governing wetlands, including but not limited to Executive Order 11990, Protection of Wetlands, and Section 404 of the Clean Water Act, as may be appropriate.

The Grantee by acceptance of this deed for itself and its successors or assigns agrees to comply with any conditions and requirements in Exhibit "D", the "Notice of the Presence of Asbestos Warning," which is attached hereto, made a part hereof, and consists of one page; and also agrees to comply with all Federal, State and local laws relating to above-ground and underground

storage tanks and any transformers located on the conveyed property. The Grantee, for itself and any successors and assigns, has been urged, invited and cautioned to inspect the property for asbestos, been furnished listing of storage tanks on the property and has made utility and asbestos surveys of the property and has agreed that in no case will failure to inspect constitute grounds for a claim against the Grantor or for failure to complete performance of the Offer to Purchase and Acceptance.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee has received information from the Grantor about lead-based paint and lead-based paint hazards, and has been informed of its obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance thereof.

A portion of the property is located within the boundaries of the National Register-eligible Lorton Correctional Complex Historic Area. Grantee, for itself, its successors and assigns, and every successor in interest to the conveyed property or portion thereof, agrees to comply with the Memorandum of Agreement dated June 29, 2001, and containing covenants to preserve the historic integrity of the property, all as more fully set forth in Exhibit "E" which is attached hereto, made a part hereof, and consists of twenty three (23) pages.

**(A) NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice that Exhibit F provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

(B) **CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either;

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The property hereby conveyed is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, unto the said Grantee, its successors and assigns, forever.

WITNESS the following signature and seal.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

By: *James Brandon*  
JAMES BRANDON  
Contracting Officer  
Property Disposal Division  
General Services Administration  
Region IV, Atlanta, Georgia

WITNESSES

*Betty L. Jennings*  
*Glenda L. Green*

STATE OF GEORGIA     )  
                                      )  
COUNTY OF FULTON    )

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, JAMES BRANDON, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document dated the 11<sup>th</sup> day of July, 2002, and acknowledged the same.

Given under my hand and seal this 11<sup>th</sup> day of July, 2002.



*Glenda L. Green*  
Glenda L. Green  
Notary Public  
State of Georgia

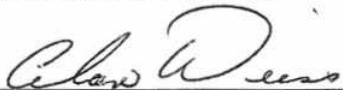
My Commission Expires 3/4/2006

This instrument prepared by Gabriel N. Steinberg, Attorney, GSA, 77 Forsyth Street, Suite 600, Atlanta, Georgia 30303.



Accepted on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by the said Board.

APPROVED AS TO FORM:

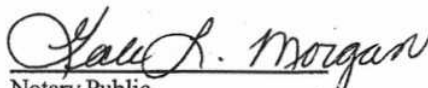
  
County Attorney

Accepted by:

  
Anthony H. Griffin, County Executive

COMMONWEALTH OF VIRGINIA     )  
  )  
COUNTY OF FAIRFAX             ) to-wit

The foregoing instrument was acknowledged before me this 12 day of July 2002 by Anthony H. Griffin, County Executive, on behalf of the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA.

  
Notary Public

My Commission expires: 12-31-03

GSA Revised: 04/02/02

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

See attached legal description for: A-1, A-2, D, E, F, G, H, I, J, Q. as identified in Lorton  
Correctional Complexes(LLC) Plat of Division Based on the Boundary Survey (provided by Fairfax  
County) Performed by Greenhorne & O'Mara, Inc, dated December 14, 2001

**EXHIBIT A**  
**Page 1 of 10**



GENERAL CIVIL  
TRANSPORTATION  
ENVIRONMENTAL  
GEOGRAPHIC SCIENCES

December 21, 2001

**METES AND BOUNDS DESCRIPTION OF  
PARCEL A-1  
PART OF THE LORTON CORRECTIONAL COMPLEXES (LCC)  
PLAT OF DIVISION  
BASED ON THE BOUNDARY SURVEY PERFORMED BY  
GREENHORNE & O'MARA, INC.  
DECEMBER 21, 2001  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point in the centerline of Pohick Road ~ Virginia State Route #641 ~ variable width and prescriptive right-of-way, said point being North 36°11'16" East, 51.65 feet from the easternmost corner of Section 19 ~ Newington Forest ~ Deed Book.5426 at Page 1053, and North 35°50'10" West, 18.27 feet from a found concrete monument stamped "1914"; thence with the centerline of said Pohick Road the following nine (9) courses:

South 19°00'58" East, a distance of 571.49 feet; thence,  
South 14°49'05" East, a distance of 121.15 feet; thence,  
South 09°42'26" East, a distance of 175.40 feet; thence,  
South 12°43'50" East, a distance of 111.71 feet; thence,  
South 22°55'29" East, a distance of 112.60 feet; thence,  
South 39°53'36" East, a distance of 108.31 feet; thence,  
South 47°39'33" East, a distance of 149.45 feet; thence,  
South 41°04'53" East, a distance of 95.90 feet; thence,

South 28°31'43" East, a distance of 25.40 feet to a point in the most northerly corner of Parcel L, the property of Pulte Homes, Inc.; thence departing Pohick Road and running along and with the line of said Parcel L the following 32 (thirty two) courses:

South 05°28'03" East, a distance of 146.22 feet; thence,  
South 14°43'09" West, a distance of 186.03 feet; thence,  
South 28°30'17" West, a distance of 260.58 feet; thence,  
South 61°22'58" West, a distance of 214.41 feet; thence,  
South 32°50'34" East, a distance of 220.33 feet; thence,  
South 66°48'46" East, a distance of 112.97 feet; thence,  
South 25°01'49" East, a distance of 181.43 feet; thence,  
South 00°00'17" West, a distance of 292.03 feet; thence,

**EXHIBIT A  
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Lorton Correctional Complexes  
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South 22°16'16" East, a distance of 171.67 feet; thence,  
South 61°46'41" East, a distance of 119.75 feet; thence,  
South 82°42'22" East, a distance of 176.34 feet; thence,  
South 27°17'05" East, a distance of 143.85 feet; thence,  
South 37°12'27" West, a distance of 157.64 feet; thence,  
South 00°20'54" West, a distance of 367.14 feet; thence,  
South 79°57'04" East, a distance of 47.49 feet; thence,  
South 06°57'10" East, a distance of 87.47 feet; thence,  
South 22°27'13" East, a distance of 210.82 feet; thence,  
South 81°34'28" East, a distance of 57.85 feet; thence,  
North 34°27'59" East, a distance of 258.13 feet; thence,  
South 80°22'01" East, a distance of 80.42 feet; thence,  
South 53°54'47" East, a distance of 57.73 feet; thence,  
North 82°49'11" East, a distance of 133.86 feet; thence,  
South 22°43'32" East, a distance of 98.73 feet; thence,  
South 75°58'12" East, a distance of 34.95 feet; thence,  
South 20°34'00" East, a distance of 38.07 feet; thence,  
South 89°32'32" East, a distance of 155.98 feet; thence,  
South 55°14'11" East, a distance of 56.30 feet; thence,  
South 14°11'30" East, a distance of 21.23 feet; thence,  
South 72°42'00" East, a distance of 63.33 feet; thence,  
North 72°57'40" East, a distance of 55.11 feet; thence,  
North 53°31'36" East, a distance of 131.19 feet; thence,

North 06°09'21" East, a distance of 59.44 feet to a point in the centerline of the aforesaid Pohick Road; thence running along and with the centerline of said Pohick Road the following six (6) courses:

South 41°42'07" East, a distance of 52.46 feet; thence,  
South 30°08'58" East, a distance of 72.88 feet; thence,  
South 25°35'05" East, a distance of 188.90 feet; thence,  
South 29°06'13" East, a distance of 92.10 feet; thence,  
South 39°07'42" East, a distance of 90.53 feet; thence,  
South 46°46'02" East, a distance of 365.79 feet; thence

Departing the centerline of Pohick Road South 44°44'02" East, a distance of 128.21 feet to a set concrete monument on a northern line of the lands of Ruth Jackley Cranford, et al ~ Deed Book 5803 at Page 839; thence with the lands of said Cranford et al the following three (3) courses:

South 64°13'24" West, a distance of 70.80 feet; thence,  
South 68°11'24" West, a distance of 321.36 feet; thence,

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 Parcel A-1  
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South 62°53'14" West, a distance of 27.05 feet to a point in the center of Pohick Creek, said point also being the southeasternmost corner of another parcel of the lands of Ruth Jackley Cranford et al ~ Deed Book 5803 at Page 839; thence running along and with said Pohick Creek, said Cranford and then with the lands of Dorothy R. Brodie, et al ~ Deed Book 2608 at Page 324 the following 24 (twenty four) courses:

North 10°50'59" West, a distance of 234.20 feet; thence,  
 North 38°35'12" West, a distance of 156.06 feet; thence,  
 North 29°39'11" West, a distance of 151.61 feet; thence,  
 North 56°00'54" West, a distance of 63.27 feet; thence,  
 North 86°04'33" West, a distance of 39.71 feet; thence,  
 North 69°35'27" West, a distance of 108.15 feet; thence,  
 North 77°38'47" West, a distance of 431.52 feet; thence,  
 South 77°36'34" West, a distance of 99.63 feet; thence,  
 South 11°46'38" East, a distance of 61.89 feet; thence,  
 South 18°44'53" East, a distance of 328.21 feet; thence,  
 South 19°07'15" West, a distance of 48.67 feet; thence,  
 South 43°08'48" West, a distance of 82.66 feet; thence,  
 South 16°08'22" West, a distance of 68.73 feet; thence,  
 South 32°48'16" East, a distance of 147.66 feet; thence,  
 South 17°52'18" East, a distance of 220.47 feet; thence,  
 South 00°36'02" East, a distance of 113.10 feet; thence,  
 South 30°51'30" West, a distance of 191.34 feet; thence,  
 South 06°40'05" West, a distance of 189.19 feet; thence,  
 South 19°52'27" West, a distance of 258.59 feet; thence,  
 South 21°57'57" West, a distance of 237.34 feet; thence,  
 South 37°19'53" West, a distance of 211.69 feet; thence,  
 South 17°04'25" West, a distance of 59.15 feet; thence,  
 South 22°30'20" East, a distance of 41.39 feet; thence,

South 12°04'56" East, a distance of 121.13 feet to a point in the western right-of-way of Interstate Route #95 ~ variable width right-of-way; thence departing Pohick Creek and the lands of Brodie, et al and running along and with the line of said Interstate Route #95 the following two (2) courses:

12.81 feet along the arc of a curve deflecting to the left having a radius of 11416.11 feet, a delta of 00°03'52", a tangent of 6.41 feet and a chord bearing and distance of South 43°45'25" West, 12.81 feet; thence,

South 50°04'25" West, a distance of 263.44 feet to a point in the most easterly corner of Parcel K, the lands of Pulte Homes, Inc.; thence departing Interstate Route #95 and running along and with the line of said Parcel K the following 111 (one hundred and eleven) courses:



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North 69°00'21" West, a distance of 220.94 feet; thence,  
 North 44°32'36" West, a distance of 116.53 feet; thence,  
 North 14°53'22" West, a distance of 111.32 feet; thence,  
 North 20°23'29" East, a distance of 30.91 feet; thence,  
 South 67°11'54" East, a distance of 115.71 feet; thence,  
 North 46°19'34" East, a distance of 96.24 feet; thence,  
 North 00°09'23" East, a distance of 75.70 feet; thence,  
 North 79°57'59" East, a distance of 26.23 feet; thence,  
 South 49°23'33" East, a distance of 122.89 feet; thence,  
 North 26°51'29" East, a distance of 68.70 feet; thence,  
 North 09°57'26" East, a distance of 165.66 feet; thence,  
 North 24°39'43" West, a distance of 42.22 feet; thence,  
 North 52°57'44" West, a distance of 104.59 feet; thence,  
 North 68°15'15" West, a distance of 244.60 feet; thence,  
 North 53°29'15" East, a distance of 138.30 feet; thence,  
 North 22°02'53" East, a distance of 42.17 feet; thence,  
 North 16°26'53" West, a distance of 49.97 feet; thence,  
 North 05°11'49" East, a distance of 153.28 feet; thence,  
 North 11°51'26" West, a distance of 68.18 feet; thence,  
 North 37°53'10" West, a distance of 63.57 feet; thence,  
 North 75°27'25" West, a distance of 45.51 feet; thence,  
 South 54°03'02" West, a distance of 106.36 feet; thence,  
 South 15°46'22" West, a distance of 50.84 feet; thence,  
 South 45°24'35" West, a distance of 155.77 feet; thence,  
 South 70°00'04" West, a distance of 173.02 feet; thence,  
 South 36°26'25" West, a distance of 31.02 feet; thence,  
 South 79°30'56" West, a distance of 65.54 feet; thence,  
 North 19°31'17" West, a distance of 76.75 feet; thence,  
 North 08°09'18" East, a distance of 118.63 feet; thence,  
 North 65°26'21" West, a distance of 38.52 feet; thence,  
 South 62°40'45" West, a distance of 335.80 feet; thence,  
 South 56°25'43" West, a distance of 557.30 feet; thence,  
 South 80°19'47" West, a distance of 73.53 feet; thence,  
 North 67°04'53" West, a distance of 117.81 feet; thence,  
 North 84°35'09" West, a distance of 115.93 feet; thence,  
 North 35°02'17" East, a distance of 143.69 feet; thence,  
 North 06°32'01" West, a distance of 87.01 feet; thence,  
 North 58°11'52" East, a distance of 47.42 feet; thence,  
 North 19°22'39" East, a distance of 116.33 feet; thence,  
 North 22°22'04" West, a distance of 124.18 feet; thence,  
 North 46°55'41" West, a distance of 102.27 feet; thence,

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North 16°05'30" East, a distance of 61.61 feet; thence,  
North 75°31'41" East, a distance of 111.49 feet; thence,  
South 75°40'09" East, a distance of 70.21 feet; thence,  
North 85°16'11" East, a distance of 467.50 feet; thence,  
South 47°43'44" East, a distance of 29.07 feet; thence,  
North 78°58'46" East, a distance of 26.32 feet; thence,  
North 33°47'14" East, a distance of 91.97 feet; thence,  
North 80°50'24" East, a distance of 55.92 feet; thence,  
North 41°43'17" East, a distance of 86.78 feet; thence,  
North 04°20'03" West, a distance of 100.57 feet; thence,  
North 35°39'58" West, a distance of 31.25 feet; thence,  
North 06°23'09" East, a distance of 248.58 feet; thence,  
South 56°04'25" East, a distance of 99.67 feet; thence,  
North 41°50'29" East, a distance of 95.43 feet; thence,  
North 08°27'45" East, a distance of 192.11 feet; thence,  
North 89°20'26" West, a distance of 332.01 feet; thence,  
South 67°16'03" West, a distance of 93.35 feet; thence,  
South 07°39'58" East, a distance of 92.12 feet; thence,  
South 43°45'10" West, a distance of 45.58 feet; thence,  
South 81°06'27" West, a distance of 91.20 feet; thence,  
South 63°40'02" West, a distance of 191.47 feet; thence,  
North 88°10'23" West, a distance of 406.66 feet; thence,  
North 21°02'04" West, a distance of 196.32 feet; thence,  
South 60°07'51" West, a distance of 31.63 feet; thence,  
North 49°13'51" West, a distance of 105.08 feet; thence,  
South 49°53'13" West, a distance of 284.40 feet; thence,  
South 58°30'43" West, a distance of 222.24 feet; thence,  
North 01°59'40" West, a distance of 498.14 feet; thence,  
South 77°41'09" West, a distance of 101.65 feet; thence,  
North 69°14'29" West, a distance of 114.12 feet; thence,  
South 68°22'20" West, a distance of 133.54 feet; thence,  
South 77°56'41" West, a distance of 318.99 feet; thence,  
North 54°53'19" West, a distance of 270.20 feet; thence,  
North 64°21'33" West, a distance of 638.71 feet; thence,  
South 52°57'14" West, a distance of 321.87 feet; thence,  
South 00°37'57" West, a distance of 43.86 feet; thence,  
South 88°24'46" West, a distance of 81.29 feet; thence,  
South 25°30'17" West, a distance of 141.54 feet; thence,  
South 54°29'15" East, a distance of 52.48 feet; thence,  
South 36°37'56" East, a distance of 43.65 feet; thence,  
South 14°35'37" East, a distance of 43.88 feet; thence,

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South 06°26'57" West, a distance of 53.37 feet; thence,  
 South 03°59'39" East, a distance of 340.51 feet; thence,  
 South 16°59'54" West, a distance of 74.19 feet; thence,  
 South 33°11'56" West, a distance of 136.72 feet; thence,  
 South 58°20'38" West, a distance of 121.88 feet; thence,  
 South 86°21'23" West, a distance of 81.72 feet; thence,  
 North 49°03'44" West, a distance of 182.35 feet; thence,  
 North 20°32'06" West, a distance of 60.59 feet; thence,  
 North 20°59'02" West, a distance of 46.36 feet; thence,  
 North 07°21'04" West, a distance of 256.88 feet; thence,  
 North 27°09'04" West, a distance of 96.00 feet; thence,  
 North 05°17'00" West, a distance of 130.01 feet; thence,  
 North 22°34'39" East, a distance of 75.91 feet; thence,  
 North 62°20'42" East, a distance of 172.31 feet; thence,  
 North 29°07'54" East, a distance of 251.98 feet; thence,  
 North 40°50'29" East, a distance of 58.35 feet; thence,  
 North 64°36'24" East, a distance of 57.61 feet; thence,  
 North 28°33'52" East, a distance of 204.83 feet; thence,  
 South 66°50'23" West, a distance of 131.76 feet; thence,  
 North 87°46'54" West, a distance of 391.33 feet; thence,  
 North 76°29'36" West, a distance of 192.32 feet; thence,  
 South 75°30'45" West, a distance of 145.59 feet; thence,  
 South 37°31'28" West, a distance of 73.14 feet; thence,  
 North 12°27'53" West, a distance of 225.81 feet; thence,  
 North 76°50'11" West, a distance of 449.79 feet; thence,  
 North 54°18'13" West, a distance of 58.50 feet; thence,  
 North 85°53'27" West, a distance of 236.31 feet; thence,

South 71°29'43" West, a distance of 350.76 feet to a common easterly corner of Parcel C and Parcel E, part of the aggregate lands of United States Of America, said point also being in the centerline of Silverbrook Road ~ State Route #600 ~ variable and prescriptive Right-of-way; thence departing Parcel K and Parcel C and running along and with the line of said Parcel E and the centerline of Silverbrook Road,

North 35°10'09" West, a distance of 138.19 feet to a point in the southwesterly corner of Parcel J, Section 3, Newington Heights; thence departing Parcel E and the centerline of Silverbrook Road and running along and with the line of said Newington Heights, Section 3, Section 2 and Section 1 the following 48 (forty eight) courses:

North 70°41'50" East, a distance of 211.24 feet; thence,  
 North 35°38'50" East, a distance of 110.00 feet; thence,  
 North 88°25'50" East, a distance of 710.10 feet; thence,

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South 18°55'10" East, a distance of 152.10 feet; thence,  
 South 64°04'10" East, a distance of 300.62 feet; thence,  
 South 50°55'33" East, a distance of 77.78 feet; thence,  
 South 73°39'14" East, a distance of 18.81 feet; thence,  
 North 68°07'54" East, a distance of 90.12 feet; thence,  
 North 25°41'37" East, a distance of 30.00 feet; thence,  
 North 78°00'18" East, a distance of 51.67 feet; thence,  
 South 30°33'16" East, a distance of 43.90 feet; thence,  
 South 83°03'18" East, a distance of 67.53 feet; thence,  
 South 55°35'54" East, a distance of 55.15 feet; thence,  
 North 53°22'43" East, a distance of 12.58 feet; thence,  
 North 78°27'03" East, a distance of 26.17 feet; thence,  
 South 72°23'50" East, a distance of 80.90 feet; thence,  
 North 80°05'00" East, a distance of 85.22 feet; thence,  
 South 64°06'03" East, a distance of 27.51 feet; thence,  
 North 72°28'32" East, a distance of 36.22 feet; thence,  
 North 36°41'12" East, a distance of 17.79 feet; thence,  
 North 89°23'23" East, a distance of 10.68 feet; thence,  
 South 26°03'27" East, a distance of 28.94 feet; thence,  
 North 71°10'16" East, a distance of 63.89 feet; thence,  
 South 65°15'05" East, a distance of 40.93 feet; thence,  
 North 51°04'13" East, a distance of 23.20 feet; thence,  
 North 07°56'45" East, a distance of 12.95 feet; thence,  
 North 68°58'42" East, a distance of 68.66 feet; thence,  
 South 79°21'21" East, a distance of 22.67 feet; thence,  
 South 37°29'34" East, a distance of 33.61 feet; thence,  
 North 73°34'13" East, a distance of 34.48 feet; thence,  
 North 47°53'12" East, a distance of 25.06 feet; thence,  
 South 51°57'35" East, a distance of 40.59 feet; thence,  
 North 83°40'44" East, a distance of 18.33 feet; thence,  
 South 64°37'56" East, a distance of 26.87 feet; thence,  
 North 82°06'00" East, a distance of 20.76 feet; thence,  
 South 54°52'52" East, a distance of 68.49 feet; thence,  
 South 35°46'41" East, a distance of 46.95 feet; thence,  
 South 51°17'34" East, a distance of 54.23 feet; thence,  
 South 58°48'50" West, a distance of 41.88 feet; thence,  
 South 19°28'10" East, a distance of 44.16 feet; thence,  
 South 89°25'20" East, a distance of 12.37 feet; thence,  
 South 53°34'14" East, a distance of 105.77 feet; thence,  
 North 47°28'07" East, a distance of 27.89 feet; thence,  
 South 47°51'48" East, a distance of 65.76 feet; thence,

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 Page 8 of 10

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Parcel A-1  
Lorton Correctional Complexes  
December 21, 2001

North 53°33'17" East, a distance of 23.57 feet; thence,  
North 14°24'29" East, a distance of 65.88 feet; thence,  
South 89°03'20" East, a distance of 89.00 feet; thence,

South 68°08'48" East, a distance of 65.31 feet to a point in the southwesterly corner of Section 24,  
Newington Forest; thence departing Section 1, Newington Heights and running along and with the line of  
said Newington Forest, Section 24, Section 15, Section 25 and Section 19,

North 36°11'16" East, a distance of 4596.05 feet to the Point of Beginning.

Containing 300.9493 ACRES of land, more or less.

DD/em

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2d

GSA Revised: 04/02/02

**EXHIBIT A**

**SURVEY**

**Reference Lorton Correctional Complexes (LCC) Plat of Division Based on the boundary Survey  
(provided by Fairfax County) performed by Greenhorne & O'Mara, Inc. dated December 14, 2001**

**EXHIBIT A  
Page 10 of 10**

The foregoing legal description is further identified on a plat showing a boundary survey prepared by Greenhorne & O'Mara, Inc. filed with the Survey Branch of the Fairfax County Department of Public Works and Environmental Services; ~~\_\_\_\_\_~~

GSA Revised: 04/02/02

## EXHIBIT B

Permits, Easements, Licenses, Leases

<u>TYPE</u>	<u>PURPOSE</u>	<u>DATE</u>
<u>Permit</u>		
Virginia Electric & Power Company	Construction of 230,000 volt transmission line; 10,500 linear feet of overhead lines to service the Energy/Resource Recovery Center.	6/23/89
<u>Easements</u>		
Fairfax County Water Authority	Waterline (15") along Furnace Road.	6/28/99
Fairfax County Board of Supervisors.	Sewer line (10") along Hooes Road	1/20/00
Fairfax County Water Authority	Waterline (42") from Silverbrook Road to Ox Road.	10/12/00
<u>Licenses</u>		
Fairfax County Board of Supervisors	Installation and maintenance of an antennae for public safety purposes.	1/18/00
D.C. Department of Corrections	Use of former Nike Site and Sewage Treatment Plant (Demolition purposes)	Pending
<u>Leases</u>		
Fairfax County Board of Supervisors	Design and construct, operate and maintain an energy/resource recovery facility.	1985
Northern Virginia Regional Park	Plan, administer, operate and maintain a recreational complex within the Lorton Authority Reformatory Tract.	6/20/78

EXHIBIT B  
Page 1 of 1

GSA Revised: 04/02/02

**EXHIBIT D**

**NOTICE OF THE PRESENCE OF ASBESTOS**

- (a) The Purchaser is warned that the property offered for sale contains asbestos-containing material. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
- (b) Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. GSA will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall conditions of all or any portion of the property, including without limitation, any asbestos hazards or concerns.
- (c) No warranties either express or implied are given with regard to the condition of the property including, without limitations, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- (d) The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on the best information available to the GSA sales office and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- (e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.
- (f) The Purchaser further agrees that in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

**EXHIBIT D**  
**Page 1 of 1**

Exhibit E

MEMORANDUM OF AGREEMENT

BETWEEN THE GENERAL SERVICES ADMINISTRATION (GSA), THE BUREAU OF LAND MANAGEMENT (BLM), THE COUNTY OF FAIRFAX, VIRGINIA (THE COUNTY), THE FAIRFAX COUNTY PARK AUTHORITY (FCPA), THE FAIRFAX COUNTY PUBLIC SCHOOLS (FCPS), THE FEDERATION OF LORTON COMMUNITIES (FOLC), THE LORTON HERITAGE SOCIETY (LHS), THE NORTHERN VIRGINIA REGIONAL PARK AUTHORITY (NVRPA), THE VIRGINIA DEPARTMENT OF HISTORIC RESOURCES (VDHR), AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION (THE COUNCIL).

PURSUANT TO 36 CFR SECTION 800.6  
REGARDING THE TRANSFER OF THE LORTON CORRECTIONAL  
COMPLEX OUT OF FEDERAL OWNERSHIP

WHEREAS, the General Services Administration (GSA) proposes the transfer of the Lorton Correctional Complex, a property of approximately 2,700 acres, out of Federal ownership in accordance with the *Lorton Technical Corrections Act* of 1998, and

WHEREAS, the General Services Administration plans to transfer portions of the Lorton Correctional Complex to the following parties: the County of Fairfax, Virginia, the Fairfax County Park Authority, the Fairfax County Public Schools, the Northern Virginia Regional Park Authority, and the Bureau of Land Management (BLM), and

WHEREAS, BLM may exchange the portion called the Lorton Exchange Tract (in excess of 200 acres north of Silverbrook Road identified in the Fairfax County Reuse Plan, dated July 26, 1999 as land available for residential development in Land Units 1 and 2) for Meadowood Farm (in excess of 800 acres) on Mason Neck; and

WHEREAS, the BLM has conducted Phase IA and B studies on the Lorton Exchange Tract and determined that the exchange may have an adverse effect on the following potentially-eligible archaeological sites: 44 FX 2485 and 44 FX 2487; and

WHEREAS, the BLM has completed Phase IA studies for Meadowood Farm and will conduct additional studies needed to comply with Section 106 of the National Historic Preservation Act after the BLM has acquired the property and identified the proposed undertakings associated with management of the farm, and these compliance activities will be covered under separate Memorandum of Agreement documents; and

WHEREAS, GSA has determined that future development may have an adverse effect on yet unidentified archaeological resources in areas that have a high potential for disturbance and have a moderate or high sensitivity for the presence of archaeological sites (see Attachment C); and

WHEREAS, consultation by GSA with VDHR has resulted in the determination that the Lorton Correctional Complex contains a National Register-eligible Historic District of approximately 552

acres with 136 contributing resources and 106 non-contributing resources (hereinafter "Eligible District"); and

WHEREAS, a specific delineation of the boundaries of the Area of Potential Effect to historic structures, the Eligible District and the contributing resources within has been made in the January, 2000 *Final Historic Structures Determination of Eligibility Report*, prepared by GSA and concurred with by the Virginia Department of Historic Resources. (Report located in the files of VDHR, site number 029-947)

WHEREAS, GSA has determined that the property transfer will have an adverse effect upon the Eligible District, has consulted with the Virginia State Historic Preservation Officer (VDHR), and the Advisory Council on Historic Preservation (the Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), and has entered into this MOA in order to mitigate this adverse effect; and

WHEREAS, GSA and VDHR have also invited the Bureau of Land Management (BLM), the County of Fairfax Virginia, the Fairfax County Park Authority, the Fairfax County Public Schools, the Federation of Lorton Communities, the Lorton Heritage Society, and the Northern Virginia Regional Park Authority to participate in the consultation and to concur in this Memorandum of Agreement.

NOW THEREFORE, if GSA decides to proceed with the property transfer in a manner consistent with the terms that have been the subject of consultation to date, and summarized in the foregoing, upon the execution of this MOA GSA and the entities to whom GSA transfers the property in whole or in part shall ensure that the following stipulations are carried out.

Stipulations

GENERAL STIPULATIONS

- 1) **Enforcement of Compliance with the Stipulations of this MOA:** All parties to this agreement who accept title from GSA to property which is the subject of this MOA agree to enforce the terms of this MOA as a condition of the transfer. GSA and BLM, if BLM ultimately consummates the exchange and transfers title to the Lorton Exchange Tract, shall in any deed conveying any of the Lorton Correctional Complex property place a covenant on the property which requires compliance with the provisions of this MOA and specifies that such covenant shall run with the land. The County, GSA and BLM, if BLM ultimately consummates the exchange and transfers title to the Lorton Exchange Tract, shall each have the authority to enforce, and responsibility for enforcing, the provisions of this MOA.

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- 2) **Archival documentation:** GSA shall turn over survey materials from GSA's Determination of Eligibility Report, and other related archival material housed with the D.C. Department of Corrections or District of Columbia Archives that enters into GSA custody and control, to the Virginia Room of the Fairfax Public Library, and/or another repository located within Fairfax City or County designated by the Fairfax Public Library. The materials include, at a minimum, any plans and drawings, 35mm photographic negatives, and a complete set of 3 1/2" x 5" prints, along with a written photo log and photographic contact sheets.
- 3) **Creation of museum/display:** One or more building(s)— to be identified by the County after consultation with LHS and FCPA—will be used for the creation of a permanent display or museum dedicated to the history of the Prison, the D.C. Department of Corrections, and/or the surrounding community. The museum may be operated by the FCPA or the County or LHS. However, there is no requirement to operate the museum unless funding is available. In the event that an organization such as the American Correctional Association (ACA) establishes a museum at Lorton, this requirement may be assigned to that organization as part of the conditions upon their use of the Lorton property. This would have to be coordinated with that organization. Coordination with the organization establishing a museum would be the responsibility of the County or the FCPA, whichever organization is in possession of the structure(s) proposed for museum use. If both possess the structure(s), coordination will be required with both.
- 4) **Stabilizing Contributing Resources:** While GSA has custody and control of the Lorton property, GSA will follow the procedures outlined in Preservation Brief 31, *Mothballing Historic Buildings*, to secure and stabilize all contributing resources within the Eligible District until the property is transferred out of Federal ownership.

Resources that are unlikely to be adaptively re-used may be excluded from this requirement by mutual agreement of the County, FCPA, LHS, GSA, and VDHR.

#### NEW CONSTRUCTION, ALTERATION, DEMOLITION, AND ADAPTIVE USE OF STRUCTURES WITHIN THE ELIGIBLE DISTRICT

- 5) **Rehabilitations according to Secretary of the Interior's Standards:** All exterior rehabilitations or exterior alterations of contributing structures within the Eligible District shall be performed in keeping with the *Secretary of the Interior's Standards for Rehabilitating Historic Buildings*, U.S. Department of the Interior, National Park Service, 1995. Ordinary and necessary repairs and routine maintenance that do not materially affect the external visual appearance of historic features shall not be considered alterations under this stipulation.
- 6) **Designation as a historic overlay district and review of undertakings within the Eligible District:**

If the Eligible District is a locally-designated historic overlay district, all parties to this MOA agree that any undertaking within the Eligible District shall be reviewed according to the following process:

An "undertaking" shall be defined for the purposes of this MOA as a project, activity, or program which alters structures or grounds within the Eligible District funded in whole or in part under the direct or indirect jurisdiction of a signatory to this MOA, including those actions carried out by or on behalf of a signatory to this MOA; those carried out with the financial assistance of a signatory to this MOA; and those requiring a permit, license or approval of a signatory to this MOA. The following shall not be considered an "undertaking:" Alterations to interiors of contributing structures, unless the specific interior feature is listed in Attachment A; demolition of non-contributing structures within the Eligible District, and alterations to the interior of non-contributing structures within the Eligible District.

Examples of an undertaking include, but are not limited to: alteration of the exterior of a contributing structure, demolition of a contributing structure, new construction within the Eligible District, re-grading or landscaping of 2,500 square feet or more, and road construction of roads that have not been identified in the approved reuse plan.

Should the Fairfax County Board of Supervisors designate the Eligible District as a historic overlay district, the laws and regulations of Fairfax County shall apply to the review of undertakings within the Eligible District. (Fairfax County Zoning Ordinance, Overlay and Commercial Revitalization District Regulations, Part 2, 7-200, et seq., Historic Overlay Districts), with the following additions:

- a) Undertakings that may affect structures with contributing interior features, as identified by Attachment A, shall also be subject to Fairfax County Architectural Review Board (ARB) review. (Note: The interiors of the buildings of the Central and Maximum Security facilities will be surveyed by GSA for potential historic significance following the release of care & custody of those facilities to GSA by the D.C. Department of Corrections.)
- b) The party proposing the undertaking shall submit plans, photographs and other pertinent documentation to the ARB. The documentation submitted shall meet or exceed the minimum standards required by the ARB for review of a project within a locally-designated Fairfax County historic overlay district. Copies of the documentation shall be simultaneously forwarded by the ARB to the LHS and VDHR. LHS and VDHR shall have thirty (30) days prior to the meeting of the ARB to provide comment in writing on the proposed undertaking to the ARB. Upon expiration of the thirty (30) day period, or receipt of comments from both VDHR and LHS, the undertaking may be placed on the agenda of the ARB for review according to the procedures and regulations of the ARB.
- c) Should changes be made to the proposed undertaking as a result of the meeting and decisions of the ARB, the record of the changes and the ARB meeting at which the decision was made shall be forwarded to both VDHR and the LHS.
- d) Any signatory to this MOA shall have the same rights granted to persons aggrieved by any decision of the ARB in 7-204.9 of the Fairfax County Zoning Ordinance, except as limited by Administrative Condition B5, to wit:

7-204.9: "Any person aggrieved by any decision of the ARB may appeal such decision to the Board of Supervisors, provided such appeal, which specifies the grounds for appeal, is filed in

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writing with the Clerk to the Board of Supervisors within thirty (30) days of the ARB's decision."

Any signatory to this MOA shall also have the right, if aggrieved by the decision of the Board of Supervisors, to appeal such decision to the Circuit Court of Fairfax County as outlined in 7-204.11 of the Fairfax County Zoning Ordinance.

The procedure described under this stipulation shall take effect upon transfer of the Eligible District out of Federal ownership. Should a portion of the Eligible District be transferred out of Federal ownership while the Federal government retains ownership of the remainder of the Eligible District, the requirements of this stipulation shall apply to only those portions that have been transferred out of Federal ownership.

**7) Review of undertakings within the Eligible District if the Eligible District is not a Fairfax County historic overlay district**

If the Eligible District is not designated as a local historic overlay district, all parties to this MOA agree that any undertaking within the Eligible District shall be reviewed according to the following process:

- a) For the purposes of this MOA, the ARB shall have those powers and responsibilities granted to it over the Eligible District that it has over a locally-designated Fairfax County historic overlay district, as defined in the Fairfax County Zoning Ordinance, Overlay and Commercial Revitalization District Regulations, Part 2, 7-200, et seq., Historic Overlay Districts. Undertakings that may affect structures with contributing interior features, as identified by Attachment A, shall also be subject to ARB review.
- b) The party proposing the undertaking shall submit plans, photographs and other pertinent documentation to the ARB. The documentation submitted shall meet or exceed the minimum standards required by the ARB for review of a project within a locally-designated Fairfax County historic overlay district. Copies of the documentation shall be simultaneously forwarded by the ARB to the LHS and VDHR.
- c) LHS and VDHR shall then have thirty (30) days to provide comment in writing on the proposed undertaking to the ARB. Upon expiration of the thirty (30) day period, or receipt of comments from both VDHR and LHS, the undertaking may be placed on the agenda of the ARB for review according to the procedures and regulations of the ARB.
- d) Should changes be made to the proposed undertaking as a result of the meeting and decisions of the ARB, the record of the changes and the ARB meeting at which the decision was made shall be forwarded to both VDHR and the LHS.
- e) If the LHS or VDHR should object to the decision of the ARB, the LHS or VDHR or both may formally protest the decision in writing to the Clerk to the Fairfax County Board of Supervisors within fifteen (15) calendar days of the decision. Upon expiration of this fifteen (15) day period, if no written comment from VDHR or LHS has been recorded formally objecting to the ARB's decision, the undertaking may be approved or implemented by the Fairfax County Board of Supervisors with no further opportunity for objection under the procedures of this MOA granted to either the VDHR or LHS.

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- f) Upon receipt of any such objection from VDHR or LHS, a thirty (30) day moratorium period shall be placed on the execution of the undertaking. During this thirty (30) day period, a historic preservation issues meeting or conference call shall be held with representatives of the objecting party (VDHR, LHS or both), the party proposing the undertaking, Fairfax County, and the Council. Other parties may attend this meeting and provide comment during a designated comment period within the meeting. Failure of the objecting party to make themselves available for such a meeting within the thirty (30) day period shall render their objection void at the expiration of the thirty (30) days. An extension of fifteen (15) days may be requested in writing to the Clerk of the Fairfax County Board of Supervisors prior to the expiration of the thirty (30) day period by the objecting party. If representatives of the party proposing the undertaking fail to make themselves available during this thirty (30) day period, the moratorium period shall be extended until the meeting is held.
- g) During this meeting, the parties shall negotiate regarding specific objections to the undertaking. The Council shall act as mediator of the process, suggesting preservation treatments and processes that may serve to provide a compromise between the party proposing the undertaking and the objecting party (ies). Within fifteen (15) calendar days of the historic preservation issues meeting, the following shall be forwarded to the Fairfax County Board of Supervisors:
  - 1. If the proposed undertaking is a demolition, the results of the adaptive use study undertaken as per stipulation 8.
  - 2. The written objection of the objecting parties.
  - 3. Minutes from the meeting between the objecting party (ies) and the party proposing the undertaking that have been prepared by the Council.
  - 4. A written response from the party proposing the undertaking to the objecting party.
  - 5. The comments of the Council.
- h) The Fairfax County Board of Supervisors shall then act to approve or disapprove the decision of the ARB according to the procedures stated in the laws and regulations pertaining to a Fairfax County historic overlay district.
- i) The procedure described under this stipulation shall take effect upon transfer of the Eligible District out of Federal ownership. Should a portion of the Eligible District be transferred out of Federal ownership while the Federal government retains ownership of the remainder of the Eligible District, the requirements of this stipulation shall apply to only those portions that have been transferred out of Federal ownership.
- 8) **Adaptive use studies of contributing resources:** If any contributing resources are proposed for demolition within the Eligible District, other than those listed in Attachment B, such resources shall be examined for the feasibility of adaptive use. The performance of such studies shall be the responsibility of the party proposing the demolition.

There is no requirement to perform feasibility studies for the contributing resources listed in Attachment B, if proposed for demolition.

- a) Within 6 months of the date of the execution of the agreement, the County shall have prepared a proposed scope and format for the feasibility study. The proposed scope and format for the study shall be circulated to VDHR, the LHS, and the Council. LHS and VDHR shall then have thirty (30) days to object to the scope or format for the study. Should VDHR or the LHS



- object to the scope or format for the study, they may register in writing a formal objection to the Clerk of the Fairfax County Board of Supervisors. Should neither VDHR nor LHS object to the proposed scope or format within the thirty (30) day period, the Fairfax County Board of Supervisors shall act to approve or disapprove the scope and format for the study.
- b) Upon receipt of any such objection from VDHR or LHS, a meeting or conference call shall be held with representatives of the objecting party (VDHR, LHS or both), the Fairfax County Board of Supervisors, and the Council. Other parties may attend this meeting and provide comment during a designated comment period within the meeting. Failure of the objecting party to make themselves available for such a meeting within a thirty (30) day period shall render their objection void at the expiration of the thirty (30) days. An extension of fifteen (15) days may be requested in writing to the Clerk of the Fairfax County Board of Supervisors prior to the expiration of the thirty (30) day period by the objecting party. If representatives of the party proposing the undertaking fail to make themselves available during this thirty (30) day period, the moratorium period shall be extended until the meeting is held.
  - c) Within fifteen (15) calendar days of the meeting, the following shall be forwarded to the Fairfax County Board of Supervisors:
    - 1. The written objection of the objecting parties.
    - 2. Minutes from the meeting, that have been prepared by the Council, between the objecting party (ies) and the party proposing the scope and format of the feasibility study.
    - 3. The comments of the Council.
  - d) The Fairfax County Board of Supervisors shall then act to approve or disapprove the proposed scope and format for the feasibility studies. Once the scope and format have been approved by the Fairfax County Board of Supervisors, it shall be used for all future studies. Any changes to the scope or format shall require a new circulation of the proposed scope or format to LHS and VDHR, with an opportunity for objection granted to LHS and VDHR and approval of the new scope or format by the Fairfax County Board of Supervisors.
  - e) The feasibility study shall be included with the documentation provided to the Fairfax County ARB under stipulation 6 or 7, whichever is applicable.
  - f) If it is found by the party proposing demolition that it is not feasible to reuse the contributing buildings, and this finding is concurred with by the Fairfax County Board of Supervisors, then demolition may proceed following the completion of the photographic documentation required in stipulation number 9. If the party proposing demolition states that it is not feasible to reuse the buildings, but the Fairfax County Board of Supervisors does not agree, the Fairfax County Board of Supervisors shall be empowered to place a moratorium on demolition for a period of a minimum of three months, to require that the property be offered on the open market at fair market value to persons or entities who are willing to adaptively reuse the contributing resource. The precise length of the moratorium period will be determined according to the Fairfax County Zoning Ordinance, Overlay and Commercial Revitalization District Regulations, Historic Overlay Districts, 7-204.12(C). If the contributing resource is the property of Fairfax County, the moratorium period shall be for a minimum of six months. If a suitable purchaser cannot be found within the moratorium period, the party proposing the demolition may proceed to demolish the contributing resource after complying with stipulation number 9.
  - g) The procedure described under this stipulation shall take effect upon transfer of the Eligible District out of Federal ownership. Should a portion of the Eligible District be transferred out

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of Federal ownership while the Federal government retains ownership of the remainder of the Eligible District, the requirements of this stipulation shall apply to only those portions that have been transferred out of Federal ownership.

- 9) **Photographic documentation:** Any contributing buildings that are to be demolished shall be photographed with a large format (4" x 5" minimum negative) camera using black & white film prior to their demolition. Photographic recordation shall be done to the standards of the Historic American Buildings Survey (HABS). The number and angle of views shall be coordinated with FCPA prior to the taking of the photographs and completed photos shall be approved by FCPA prior to demolition. Such photographs shall be submitted to the Virginia Room of the Fairfax County Public Library, the District of Columbia Archives, and VDHR. The negatives shall be submitted to VDHR. The photographic documentation shall be the responsibility of the party proposing the demolition.
- 10) **Development of redevelopment or adaptive use strategies:** All parties to this MOA agree that they shall invite LHS, FOLC, VDHR, the ARB, the Fairfax County Economic Development Authority (EDA), Fairfax County Redevelopment and Housing Authority, and the Fairfax County History Commission to participate in the development of any redevelopment or adaptive use strategies for private development within the Eligible District. Such participation shall include, at a minimum, a period of thirty (30) calendar days prior to the release of any Requests for Proposal (RFPs) related to redevelopment or adaptive use for the LHS, ARB and VDHR to comment on the proposed RFP.

#### ARCHAEOLOGICAL STUDIES

The prehistoric and historic archaeological resources shall be identified and evaluated and treatment plans shall be developed for National Register-eligible properties in accordance with the procedures outlined below before approval of any ground-disturbing activities at the Lorton Correctional Complex. The specific procedures are outlined below.

##### 11) Phase I Studies (Identification):

- a) GSA has conducted a Phase IA study of the entire Lorton Correctional Complex property. The BLM has completed a Phase IB of the Lorton Exchange Tract.
- b) GSA shall perform Phase IB testing at the Lorton Correctional Complex property, excluding the Lorton Exchange Tract. The testing shall encompass those areas that have a high potential for disturbance from implementation of the Fairfax County Land Use Plan and have a moderate or high sensitivity for the presence of archaeological resources. This totals approximately 224 acres, and is delineated in Attachment C to this MOA. GSA shall submit a report meeting the federal standards entitled Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-44742, September 29, 1983), VDHR's Guidelines for Preparing Identification and Evaluation Reports for Submission Pursuant to Sections 106 and 110, National Historic Preservation Act, Environmental Impact Reports of State Agencies, Virginia Appropriations Act, 1992 Session Amendments (June 1992) to VDHR for review and comment. If no comments are received within 30 days, GSA can assume concurrence with the recommendations on eligibility made in the report.

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- c) If, in the future, ground disturbing activities are proposed by the future owners of the Lorton property in areas of moderate or high sensitivity that have yet to undergo Phase IB testing (approximately 436 acres), the party proposing the ground-disturbing activity shall perform Phase IB field testing for archaeological resources and shall consult with VDHR and the County on the need for Phase II testing. If Phase II testing is determined to be required by the County in consultation with VDHR, then the party shall perform the Phase II testing and any required Phase III Treatment.
- d) All field testing shall be performed according to the published standards of VDHR for archaeological investigations within the Commonwealth of Virginia. To wit: Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-44742, September 29, 1983), VDHR's Guidelines for Preparing Identification and Evaluation Reports for Submission Pursuant to Sections 106 and 110, National Historic Preservation Act, Environmental Impact Reports of State Agencies, Virginia Appropriations Act, 1992 Session Amendments (June 1992).

#### 12) Phase II studies (Evaluation):

Avoidance of potentially eligible archaeological sites is considered by VDHR to be the preferred treatment of identified sites. Avoidance of archaeological sites would obviate the need for Phase II investigations, reducing the cost of the undertaking and protecting the site.

- a) In areas where GSA conducts Phase IB testing, GSA in consultation with the VDHR and the County of Fairfax will identify the potentially-eligible archaeological resources and determine the need for Phase II-level studies.
- b) The owner of a property containing archaeological sites shall conduct Phase II archaeological studies prior to undertaking ground-disturbing activities that may adversely affect archaeological sites 44 FX 2485, 44 FX 2487, or any sites identified as per stipulation 11.
- c) Phase II-level studies shall be conducted in accordance with "Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines" and the "Virginia Department of Historic Resources Guidelines for Archaeological Investigations."
- d) Based on the results of the Phase II studies, the County of Fairfax shall determine, in consultation with the VDHR, if the sites meet the National Register criteria for eligibility (36 CFR Part 60.4). If the VDHR does not object to the County's recommendation on eligibility within thirty (30) days of receiving the recommendation and supporting documentation, then the County will assume concurrence. If a site is not eligible for listing in the National Register, then the proposed activities may proceed.

#### 13) Phase III (Treatment of Archaeological Resources):

- a) If an archaeological site is determined to be eligible for listing in the National Register, then a treatment plan shall be prepared by the owner of the potentially impacted site in consultation with the County and VDHR. The preferred treatments are avoidance, preservation in situ, or incorporation into protected areas. Avoidance, preservation in situ, and incorporation into protected areas shall all be explored before data recovery is selected as a treatment option. If a preferred treatment is not implemented, then the treatment plan will involve data recovery and, if appropriate, curation of artifacts and public interpretation.

#### EXHIBIT E

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ATG

- b) The County shall submit the treatment plan to the VDHR for review and comment prior to its implementation. The VDHR will have thirty (30) days to review the plan and comment. Any comments received within thirty (30) days of VDHR's receipt of the plan shall be addressed in the final treatment plan. If the VDHR does not comment within thirty (30) days, then the County will assume concurrence and proceed with implementing the plan.

**14) Dispute Resolution for Archaeological Resources:**

- a) If the County of Fairfax and the VDHR disagree on the National Register eligibility of a site, then VDHR will refer the eligibility issue to the Council and the Council will obtain an opinion from the Keeper of the National Register.
- b) If the County and VDHR disagree regarding the impacts of the project or the appropriate treatment plan, then VDHR will obtain the comments of the Council. The Council will provide comments within thirty (30) days of receiving the request for comment and the supporting documentation.
- c) If after receiving the comments of the Council or the Keeper, the County and VDHR still cannot agree on an issue of National Register eligibility, anticipated effects on eligible properties, or treatment, then the County, in cooperation with the VDHR, will submit the issue to the Board of Supervisors for resolution.

Administrative Conditions

**A. Amendments**

Any party to this MOA may propose to GSA that the MOA be amended, whereupon GSA shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR Part 800.6.

**B. Resolving Objections**

- 1. Should any party to this MOA object in writing to GSA regarding any action carried out or proposed with respect to the implementation of this MOA, GSA shall consult with the objecting party to resolve the objection. If after initiating such consultation GSA determines that the objection cannot be resolved through consultation, GSA shall forward all documentation relevant to the objection to the Council including GSA's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
  - a) Advise GSA that the Council concurs in GSA's proposed response to the objection, whereupon GSA shall respond to the objection accordingly;
  - b) Provide GSA with recommendations, which GSA shall take into account in reaching a final decision regarding its response to the objection; or
  - c) Notify GSA that the objection will be referred for comment, and proceed to refer the objection and comment.

**EXHIBIT E**

**Page 10 of 22**

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2. Should the Council not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, GSA may assume the Council's concurrence in its proposed response to the objection.
3. GSA shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; GSA's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.
4. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to any such measure or its manner of implementation be raised by a member of the public, GSA shall notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.
5. Nothing in this agreement shall prevent a party to this agreement from seeking redress in a court of law to enforce the terms of this agreement, except in the case where any party to this Memorandum of Agreement is given the opportunity to raise objections and does not raise any objections in a timely manner. Such party shall not be permitted to seek redress in a court of law to enforce the terms of this Memorandum of Agreement with respect to the matter to which it raised no timely objections. If a court of law should find that the process outlined in either stipulation 6 or 7, whichever is applicable, was not followed, the party proposing the undertaking agrees to an immediate moratorium on the undertaking that shall continue until the process is completed.

C. Review of Implementation

If the stipulations have not been implemented within two years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR Part 800.6 to make such revisions.

D. Termination

1. If the BLM discontinues its role in the proposed exchange or if the exchange proposal is suspended, then the BLM will cease to be a party to this MOA as it relates to the Lorton Exchange Tract. If the BLM discontinues its role, then GSA shall assume the BLM's responsibilities as delineated in this MOA.
2. If GSA determines that it cannot implement the terms of this MOA, or if the Council or the VDHR determines that the MOA is not being properly implemented, GSA or the Council or the VDHR may propose to the other parties to this MOA that it be terminated.

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3. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.
4. Should such consultation fail, GSA or the Council or VDHR may terminate the MOA by so notifying all parties.
5. Should this MOA be terminated, GSA shall either:
  - a) Consult in accordance with 36 CFR Part 800.6 to develop a new MOA; or
  - b) Request the comments of the Council pursuant to 36 CFR Part 800.7.

Execution of this Memorandum of Agreement by GSA, the Council, and VDHR, and implementation of its terms, evidence that GSA has afforded the Council an opportunity to comment on the property transfer and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

## GENERAL SERVICES ADMINISTRATION

By: Gordon S. Creed Date: April 9, 2001  
 Name  
 Gordon S. Creed  
 Deputy Assistant Commissioner  
 Office of Property Disposal  
 Name/Title (printed)

## VIRGINIA DEPARTMENT OF HISTORIC RESOURCES

By: [Signature] Date: 4/9/01  
 Name  
Kathleen S. Kilpatrick, Director  
 Name/Title (printed)

## ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 6/28/01  
 John M. Fowler, Executive Director

ATG

CONCUR:

BUREAU OF LAND MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name

\_\_\_\_\_  
Name/Title (printed)

EXHIBIT E

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ATHG



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eastern States  
7450 Boston Boulevard  
Springfield, Virginia 22153  
<http://www.blm.gov/eso>



2200 (9100)

JUN 26 2001

Mr. Phil Youngberg  
Environmental Manager  
General Services Administration  
77 Forsyth Street, Suite 450  
Atlanta, Georgia 30303

Dear Mr. Youngberg:

The purpose of this correspondence is to provide official notification that, having discontinued its role in the Lorton exchange proposal, the Bureau of Land Management (BLM) declines the offer to be a signatory to the Memorandum of Agreement, regarding the transfer of the Lorton Correctional Complex out of Federal ownership. BLM assumes that per Section D.1 of the proposed MOA, GSA shall assume any responsibilities in the proposed agreement which would otherwise have been assigned to BLM. Should you have questions concerning this matter, you may contact Charles Bush, Meadowood Project Manager, on (703) 440-1745.

Sincerely,

Acting State Director  
Eastern States



WILD HORSES & BURROS • CADASTRAL SURVEY • GENERAL LAND OFFICE RECORDS • MINERALS • RENEWABLE RESOURCES



PAGE 02

GSA

69802620869

12:12 1002/03/01

CONCUR:

COUNTY OF FAIRFAX

By: ATHG Date: 5/30/01  
Name

ANTHONY H. GRIFFIN, COUNTY EXECUTIVE  
Name/Title (printed)

EXHIBIT E

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ATHG

CONCUR:

FAIRFAX COUNTY PARK AUTHORITY

By: Paul L. Balding Date: 5/14/01  
Name

PAUL L. BALDING, DIRECTOR  
Name/Title (printed)

CONCUR:

FAIRFAX COUNTY PUBLIC SCHOOLS

By: Jane K. Strauss Date: 6/15/01  
Name

Jane K. Strauss, Chairman, Fairfax Co. School Board  
Name/Title (printed)

EXHIBIT E

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ATG

CONCUR:

FEDERATION OF LORTON COMMUNITIES

By: *Linnwood Gorchum* Date: *June 18, 2000*  
Name

*Linnwood Gorchum - President Lorton Federation*  
Name/Title (printed)

EXHIBIT E

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*A7/G*



CONCUR:

LORTON HERITAGE SOCIETY

By: Harry Lattimore Date: 6-18-01  
Name

Harry Lattimore, President  
Name/Title (printed)

By: Irena G. Chilton Date: 6-18-01  
Name

Irena A. Chilton, Project Manager  
Name/Title (printed)

EXHIBIT E

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A716

CONCUR:

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

By:  Date: May 15, 2021  
Name

Walter L. Mess, Chairman  
Name/Title (printed)

EXHIBIT E

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**Attachment A: Structures with contributing interior features,  
Eligible District**

Occoquan Workhouse, Residences, Farm Buildings & Miscellaneous:

- H-40: Intact original woodwork and interior doors.
- H-41: Laurel Hill home, not comprehensively surveyed, but original features known to exist.
- H-42: Intact original fireplace, front door, woodwork & interior doors.
- H-43: Intact original fireplace, woodwork and interior doors.
- H-49: Intact original fireplace, woodwork, and interior doors.
- H-51: Intact original fireplace, woodwork and interior doors
- H-53: Intact original fireplace, woodwork, built-in bookcases and interior doors.
- H-63: Intact original fireplace, front door, woodwork and interior doors.
- W-12: Gymnasium/Assembly Hall. The proscenium, stage, and undivided interior space.
- W-22: Livestock Barn: Intact livestock stalls

Central Facility (Reformatory & Penitentiary)

There are no architecturally significant interior features in the open-plan Central Facility buildings that set them apart for special preservation. However, one of the dormitories, survey No. R-20, retains its open, visible timber framing which may remain behind the ceilings of the other dormitory structures. This framing system contributes visually to the historic character of the dormitories and should be considered for preservation in any re-use plan for these buildings.

**Attachment B:** Contributing structures that do not require Feasibility Studies for Adaptive Use, prior to demolition, Eligible District

*(The structures identified as not requiring feasibility studies for adaptive reuse fall into one of two categories:*

- 1) Structures of a unique construction or unusual function that are unlikely to be adaptable.*
- 2) Structures that are small and of a simple construction and floor plan--usually a single open space.)*

*Additional contributing structures may be added to or removed from this list by the County. LHS and VDHR shall be given 30 days to review and comment on revisions to the list.*

	Key Number/Name	Building Name
1	W-29	Former Heating Plant
2	W-30	Equipment Storage - Farm
3	W-37	Building "H", by former sewage tanks
4	W-66	Storage Shed (Farm)
5	W-68	Farm Barn
6	W-70	Greenhouse (Farm)
7	W-86	Building by former sewage tanks
8	W-98	Former Slaughterhouse Building
9	W-Conc. Pad Tank Cover	Underground water tank associated with former sewage tanks
10	W-Corn Crib	
11	W-Farm Shed #1	Apple Barn Storage Shed
12	W-Farm Shed #2	Smoke House
13	W-Feed Barn #1	
14	W-Feed Barn #2	
15	W-Garage/Storage	Former Poultry Incubator
16	W-Guard Shack #1	
17	W-Guard Shack #2	
18	W-Guard Shack #3	
19	W-Guard Shack #4	
20	W-Sewage Tank #1	
21	W-Sewage Tank #2	
22	W-Steam Tunnels	Underground utility tunnels
23	W-Storage Barn #1	
24	Former Sewage Plant Bldg. #01	
25	Former Sewage Plant Bldg. #02	
26	Former Sewage Plant Bldg. #03	
27	Former Sewage Plant Bldg. #04	
28	Stoney Lonesome	Cemetery
29	R-38	OFACM Shops
30	R-56	Tower # 3
31	R-61	Tower # 8
32	R-76	OFACM (Storage Shed)
33	R-85	OFACM (Paint Shop)
34	R-86	Security & Storage
35	Boxing Area	
36	Storage	Small shed directly south of R-30 (Steam Heating Plant)
37	R-Steam Tunnels	Underground utility tunnels

BK 13112 2216

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BK 13112 2217

**Attachment C:** Overlay Map dated June 9, 2000  
Levels of Potential Land Disturbance and Archaeological Sensitivity.

23  
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**EXHIBIT F**

Pursuant to the legislation, Congress provided that the U.S. General Services Administration (GSA) take custody and control of the Property, remediate it, and transfer it out of federal ownership. The District of Columbia, Department of Corrections (DOC) and its predecessors have operated the facility since 1910. The information below reflects a complete search of GSA files and includes all information shared by DOC. GSA excavated and removed soils contaminated with hazardous substances and wastes and petroleum products for proper characterization and off-site disposal in regulated and permitted facilities. GSA remediated soils and groundwater to the residential standard. All remedial action has been documented and is on file with the Virginia Department of Environmental Quality.

The following hazardous substances and petroleum products are known to have been released or disposed of on the Property:

Hazardous Substance	Lead	Ash	Paint/Sediment	Petroleum Fuels	CS/CN Tear Gas
Quantity lbs (kg) <sup>2</sup>	4,980,000 lbs (2,258,928 kg)	15,728,100 lbs (7,134,266 kg)	31,999,840 lbs (14,515,127 kg)	143,847,400 lbs (65,249,181 kg)	100 lbs <sup>3</sup> (45 kg)
Dates of Release <sup>4</sup>	1950 to 1984	1950 to 1972	1960 to 1975	1950 to 1975	1960 to 1984
CASRN	7439-92-1	7439-92-1	7439-92-1; 7440-47-3	68334-30-5; 8006-61-9	532-27-4; 3811-04-9; 564-93-0; 81-88-9; 001-309-484; 7631-86-9;
Regulatory Synonym	Lead	Lead	Lead Based Paint; Lead; Chromium	Diesel; Gasoline	Chloroacetophenone; Potassium chlorate; Magnesium carbonate; o-Chlorobenzalmononitrile; Magnesium Oxide; Fumed Silica; Tear gas; Mace; CS/CN;
RCRA Hazardous Waste Classification	D008	D008	D007, D008	N/A <sup>5</sup>	N/A <sup>6</sup>

Note 1: Soils were contaminated with Diesel Fuel #2, with small amounts of gasoline (less than 1%).

Note 2: The quantity listed is that of the contaminated soil affected by the release of the substance. The actual quantity of substance released is unknown.

Note 3: Some areas of the Property are known training grounds for riot control. The actual amount of substance released is unknown, but most was dispersed into the air. The amount of residues collected in canisters found on the Property total approximately 100 lbs.

Note 4: Release of hazardous substances took place over a period of time. These times spans are approximated to the best of GSA's knowledge.

Note 5: Petroleum substances are regulated separately under RCRA, not as a hazardous waste and not as a hazardous substance under CERCLA. The contaminated soil did not exhibit the characteristic for the constituents of gasoline including benzene, toluene, ethylbenzene, or xylenes.

Note 6: These specific compounds are not listed as a RCRA hazardous waste.

Exhibit F  
Page 1 of 1

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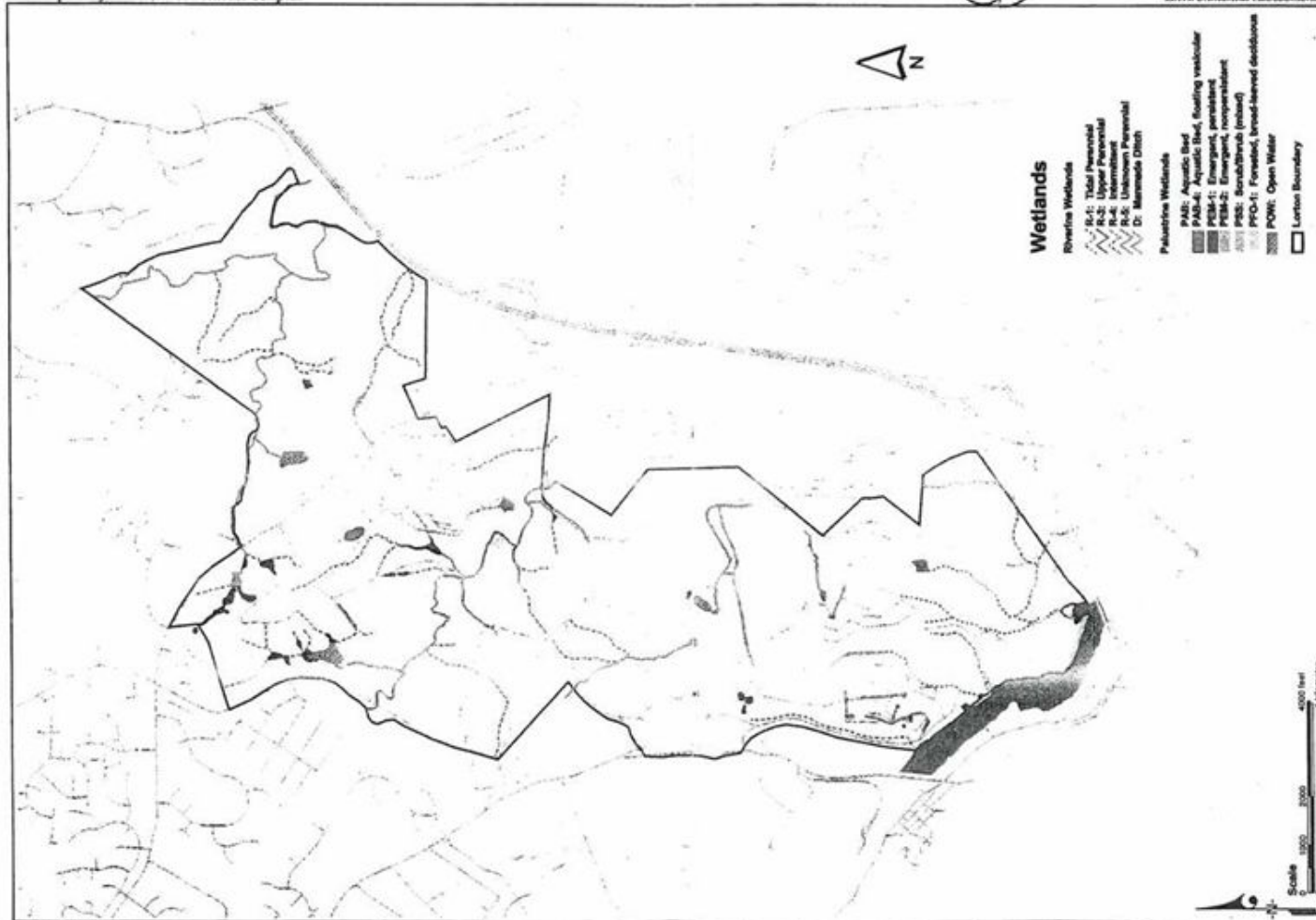
07/15/2002  
RECEIVED PARKS & RECREATION  
J. J. [Signature]

Plat Attached

EXHIBIT C

GSA Disposal of the Lorton Correctional Complex

Environmental Assessment



3.0 Affected Environment

EXHIBIT C  
Page 1 of 1

Figure 3-3: Wetlands and Surface Waters

**Greenhorn & O'Mara, Inc.**  
9001 Edmonston Road  
Greenbelt, Maryland 20770

3-11



**EXHIBIT D**

Proffers and Development Conditions



## County of Fairfax, Virginia

---

2010  
Planning Commission

February 1, 2010

Peter F. Murphy, Jr.  
Chairman  
Springfield District

Walter L. Alcorn  
Vice Chairman  
At-Large

Suzanne F. Harsel  
Secretary  
Braddock District

Frank de la Fe  
Parliamentarian  
HunterMill District

Jay Donahue  
Dranesville District

Earl Flanagan  
Mount Vernon District

Janet R. Hall  
Mason District

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Kenneth A. Lawrence  
Providence District

John L. Litzenger  
Sully District

Rodney L. Lusk  
Lee District

Timothy J. Sargeant  
At-Large

Barbara J. Lippa  
Executive Director

Sara Robin Hardy  
Assistant Director

Lori Greenlief, Land Use Planner  
McGuire Woods LLP  
1750 Tysons Blvd.; Suite 1800  
McLean, VA 22102

**RE: FDPA 2003-MV-033-02**  
Lorton Arts Foundation, Inc.  
Mount Vernon District

Dear Ms. Greenlief:

The purpose of this letter is to formally advise you, as the agent for the applicant on the above referenced case, that on Thursday, January 28, 2010, the Planning Commission voted unanimously (Commissioners Hall and Harsel absent from the meeting) to approve FDPA 2003-MV-033-02, subject to the Development Plan Conditions dated January 28, 2010, as attached.

Also enclosed for your information is a copy of the verbatim excerpts from the Commission's action on this application. If you need additional information, please let me know.

Sincerely,

Barbara J. Lippa  
Executive Director

Attachments (a/s)

cc: Gerald Hyland, Supervisor, Mount Vernon District  
Earl Flanagan, Commissioner, Mount Vernon District  
Suzanne Lin, Staff Coordinator, ZED, DPZ  
January 28, 2010 Date File  
O-8c File

---

Fairfax County Planning Commission  
12000 Government Center Parkway, Suite 330  
Fairfax, VA 22035-0001  
703-324-2865, TTY 703-324-7951, FAX 703-324-3948  
[www.fairfaxcounty.gov/planning](http://www.fairfaxcounty.gov/planning)



## PROPOSED DEVELOPMENT CONDITIONS

January 28, 2010

FDPA 2003-MV-033-02

If it is the intent of the Planning Commission to approve Final Development Plan Amendment FDPA 2003-MV-033-02 to allow an arts center on property located at Sub-Parcel G of Tax Map 106-4 ((1)) 58, staff recommends that the Planning Commission condition the approval by requiring conformance with the following development conditions. These development conditions supercede those previously approved. Those conditions marked with the asterisk represent conditions brought forward from the previously approved Final Development Plan. (\*) These conditions are in addition to the proffered commitments approved with PCA 2003-MV-033.

1. The northern façade of each of the two artists' residences (Buildings N-1 and N-2) (the façade that faces toward Lorton Road) shall be no higher than forty-five (45) feet as measured from the grade along that façade to the mid-point of the roof, if a peaked roof is proposed, or to the top of the roof, if a flat roof is proposed.\*
2. Bike racks, benches, picnic areas and a place to obtain water shall be provided within the Arts Center in one or more locations along the Laurel Hill Greenway trail subject to the approval of the Fairfax County Park Authority. \*
3. A sidewalk shall be provided at the westernmost entrance along Lorton Road. The sidewalk shall extend from the trail along Lorton Road to connect to the internal pedestrian network.\*
4. The left turn lanes from Ox Road (Rt. 123) to the Regional Park Entrance (opposite the Quarry Entrance) and/or to Lorton Road (Rt. 642) shall be lengthened upon demand of either the County or the Virginia Department of Transportation when it is determined that longer turn lanes are warranted by the amount of traffic generated by Lorton Arts Foundation turning left onto Lorton Road or the Regional Park Entrance.\*
5. If it is determined by the applicant and the Fairfax County Department of Transportation (FCDOT) that a one-way traffic circulation pattern is needed, such change in pattern shall be coordinated with and approved by FCDOT. A one-way circulation pattern may be implemented without the need for a Proffered Condition Amendment or a Final Development Plan amendment so long as the overall site layout is in substantial conformance with the plan as may be approved by the Board of Supervisors. \*
6. Contrary to access geometrics as delineated on the Ox Road (Route 123) joint access with the Northern Virginia Regional Park Authority, the regional park access shall "T" into the access roadway serving the Lorton Arts Federation site (the subject site) unless an alternative design is approved by the Fairfax County Department of Transportation (FCDOT). The final design shall be subject to FCDOT review and approval.\*



7. Prior to site plan submission, engineering techniques designed to preserve existing vegetation on the north side of the proposed residences shall be diligently pursued and these efforts shall be documented and coordinated with Urban Forest Management in order to maximize the survivability of trees in that area.\*
8. The proffers approved with PCA 2003-MV-033 shall remain in effect.
9. All resources identified as contributing to the National Register D.C. Workhouse and Reformatory Historic District on the subject property [Sub-Parcel G of Tax Map 106-4 ((1)) 58] shall be retained and maintained. Each resource shall be maintained sufficiently in order to protect said resource from demolition by neglect. Joint inspections of these resources by the County and the applicant shall take place at least once per calendar year to ensure sufficient protection. In addition, an initial inspection to determine the benchmark condition of the contributing resources shall be conducted by the County and the Applicant within 60 days of the approval of this FDPA. Inspections should include coordination with agencies such as the Cultural Resources Management and Protection Section (CRMPS) of the Fairfax County Park Authority (FCPA), the Department of Planning and Zoning (Historic Resources, Historic Preservation Planner), and may also include coordination with other officials such as the Zoning Administrator, Building Official or other permitting officials. Should it be determined by the County that the resources are found not to be sufficiently protected, corrective compliance measures shall be implemented to ensure the resources remain in substantially the same condition as the established benchmark. This condition shall not apply to those contributing resources previously specifically identified in RZ/FDP 2003-MV-033 for removal.
10. Buildings WB-12 and WB-13 shall be identified on the property with an appropriate plaque, marker or similar identification. The Fairfax County History Commission (FCHC) shall be consulted regarding the text of the identification and the site it is to be located. In addition, the text shall be subject to the review and approval of the FCHC. Depictions of the architecture, design, use, history and relationship to the overall workhouse of buildings WB-12 and WB-13 shall be displayed within the prison museum proposed to be located within the Workhouse.
11. Although Sheet 8 of the FDPA depicts a rectangular athletic field instead of a baseball field, the field shall only be used as a little league baseball field.
12. Fill placed in the infield and outfield areas of the ballfield, S-08, (including the debris mound near Route 123) shall be removed and restored to its original condition (as depicted on Exhibit 1) and topography as determined by the Zoning Administrator in accordance with the following schedule:
  - No later than April 30, 2010 the applicant shall prepare and submit a grading plan, (if determined necessary by DPWES and Zoning Enforcement officials) with erosion and sediment controls, as necessary, to Fairfax County for approval.

- All corrections to the plan shall be made by the applicant within 14 days of the receipt of the County comments.
- Within 90 days of the approval of the grading plan, the applicant shall begin the restoration of the site as depicted on Exhibit 1.
- Within 130 days from the initiation of the grading activity, the applicant shall excavate and complete the removal of all excavated materials to a lawful location. Additional time for excavation and removal may be sought upon a showing to the Zoning Administrator that, although diligently pursued, the excavation and removal cannot be complete within 130 days. However, in no event shall the restoration period extend past December 31, 2010.

The entire site shall be stabilized and seeded within 15 days of completion of the grading activities and the area of the removal shall be inspected by County staff, to include Zoning Enforcement officials, both before and after the fill removal.

13. The historic bleachers identified as WT-12 on the FDPA and as listed in the National Register Historic District, shall be restored to their original condition in consultation with County Historic Resources staff and the VDHR within 45 days of the removal of fill and debris on the ballfield and bleacher area as described in Condition 12. Removal of the fill and debris on the bleachers shall be conducted in a manner which allows the bleachers to be uncovered without damage to the historic resource and this work shall be conducted by an archaeological consultant with extensive experience in deeply buried urban sites, and with the engineering capability to evaluate the structural stability of the bleachers once uncovered. Once the deep fill and debris is removed, the surface of the bleachers (if they are stable) shall be flat shoveled by archaeologists to remove any additional soil from the surface. All aspects of this work (the scope of work, the consultant to be used, equipment, and methods) shall be coordinated with the Cultural Resources Management and Protection Section (CRMPS) of the Fairfax County Park Authority (FCPA) prior to commencement.
14. All necessary permits shall be obtained prior to conducting any construction, renovation, or demolition work onsite.
15. Written notification shall be provided to the District Supervisor and the Department of Planning and Zoning, (Historic Resources, Historic Preservation Planner) for review and comment prior to submitting a request for a demolition permit.
16. At the end of each calendar year, a written report shall be provided to the District Supervisor and the Department of Planning and Zoning, (Historic Resources, Historic Preservation Planner) regarding any construction and demolition activities that have taken place onsite for the previous year. This report shall also include any applicable permits and/or required documentation.
17. ARB approval shall be obtained prior to the relocation of W0-04, the message board structure near the music barn. Should ARB approval not be granted for this relocation, then the music barn driveway access may need to be redesigned in substantial conformance with the approved FDPA or another revision to the FDPA shall be required.



18. This FDPA is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to the FDPA shall be in substantial conformance with the approved FDPA entitled "Lorton Workhouse Arts Center", prepared by Walter L. Phillips, Inc. and dated November 13, 2009 as revised through January 12, 2010. Minor modifications to the approved FDPA may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

Planning Commission Meeting  
January 28, 2010  
Verbatim Excerpt

FDPA 2003-MV-033-02 – LORTON ARTS FOUNDATION, INC.

After Close of the Public Hearing

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

Commissioner Flanagan: Thank you, Mr. Chairman. First of all, I'd like to say that I was aware of Commissioner Sargeant's request, and I agree with it. So, I was hoping to make it a separate friendly amendment rather than voting on the amendment.

Chairman Murphy: Okay.

Commissioner Flanagan: I MOVE THAT THE PLANNING COMMISSION APPROVE FDPA 2003-MV-033-02, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JANUARY 25, 2010, WITH THE FOLLOWING LANGUAGE ADDED AS CONDITION 18: "THIS FDPA IS SUBJECT TO THE PROVISIONS OF ARTICLE 17, SITE PLANS, AS MAY BE DETERMINED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES. ANY PLANS SUBMITTED PURSUANT TO THIS FDPA SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED FDPA ENTITLED LORTON WORKHOUSE ARTS CENTER, PREPARED BY WALTER L. PHILLIPS, INC., AND DATED NOVEMBER 13, 2009, AS REVISED THROUGH JANUARY 12, 2010. MINOR MODIFICATIONS TO THE APPROVED SPECIAL EXCEPTION (*sic*) MAY BE PERMITTED, PURSUANT TO PARAGRAPH 4 OF SECTION 9-004 OF THE ZONING ORDINANCE – "

Suzanne Lin, Zoning Evaluation Division, Department of Planning and Zoning: Commissioner – I'm sorry. Commissioner Flanagan, I made a mistake there. The last sentence says, to the approved Special Exception. It should be TO THE APPROVED FDPA.

Commissioner Flanagan: – after –

Ms. Lin: – MINOR MODIFICATION TO THE APPROVED FDPA MAY BE PERMITTED, PURSUANT TO PARAGRAPH 4, instead of Special Exception.

Commissioner Flanagan: Yes.

Ms. Lin: Thank you.

Commissioner Flanagan: So it should be – insert to the FDPA for special exception?

Kristen Abrahamson, ZED, DPZ: Just replace the words Special Exception with FDPA.

Commissioner Flanagan: All right.

Ms. Abrahamson: It was an error. We apologize.

Commissioner Flanagan: And also, I'd like to accept currently the amendment suggested by Commissioner –

Chairman Murphy: Hold on. Let's vote on this first, okay. Are you finished with the motion?

Commissioner Sargeant: Mr. Chairman, doesn't he need a second that I offered a friendly amendment?

Chairman Murphy: Yes, okay. Seconded by Mr. Sargeant. Discussion of the motion? Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. I would like to offer A FRIENDLY AMENDMENT WITH REGARD TO DEVELOPMENT CONDITION NUMBER 9 TO INSERT THE FOLLOWING WORDS, "WITHIN THE SUBJECT PROPERTY," AFTER THE WORDS "REFORMATORY HISTORIC DISTRICT," SO THAT THE SENTENCE WOULD READ: "ALL RESOURCES IDENTIFIED AS CONTRIBUTING TO THE NATIONAL REGISTER, DC WORKHOUSE AND REFORMATORY HISTORIC DISTRICT WITHIN THE SUBJECT PROPERTY SHALL BE RETAINED AND MAINTAINED."

Commissioner Flanagan: I agree wholeheartedly with that amendment.

Chairman Murphy: Okay. Mr. Flanagan agrees. And I presume the seconder agrees with what he just said.

Commissioner Sargeant: Yes, thank you.

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Just for the record. Mr. Hart.

Commissioner Hart: Germane to the friendly amendment, I'd just like to ask staff if it would be more precise to refer to a specific Tax Map number. Because the phrase "the subject property" might be construed as referring to the historic district property rather than the instant application, which I think could be defined with a specific objective Tax Map number. I mean, like, I would ask staff wouldn't it be better with the Tax Map number.

Ms. Abrahamson: It's really clear to us "subject property" is subject to the development conditions. But we can put the Tax Map reference in too. That's not a problem.



Chairman Murphy: Okay.

Commissioner Sargeant: Mr. Chairman, I think the specificity is a good idea.

Chairman Murphy: Okay.

Commissioner Flanagan: I'll accept that.

Chairman Murphy: Wow, this should have been last week.

Commissioner Hart: Or even earlier.

Chairman Murphy: All right. Further discussion of the motion? All those in favor of the motion to approve FDPA 2003-MV-033-2, subject to the conditions as amended this evening by Mr. Sargeant and Mr. Flanagan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried unanimously with Commissioners Hall and Harsel absent from the meeting.)

JN



## County of Fairfax, Virginia

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

August 4, 2009

Lori Greenlief  
McGuire Woods LLP  
1750 Tysons Boulevard, Suite 1800  
McLean, Virginia 22102

RE: Proffered Condition Amendment Application PCA 2003-MV-033

Dear Ms. Greenlief:

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at a regular meeting held on August 3, 2009, approving Proffered Condition Amendment Application PCA 2003-MV-033 in the name of Lorton Arts Foundation, Incorporated. The Board's action amends the proffers for Rezoning Application RZ 2003-MV-033, previously approved for mixed use development to permit modifications to proffers and site design with an overall Floor Area Ratio (FAR) of 0.22. The subject property is located on the east side of Ox Road and south of its intersection with Lorton Road on approximately 53.08 acres of land zoned PDC [Tax Map 106-4 ((1)) 58], in the Mount Vernon District and is subject to the proffers dated July 29, 2009.

**The Board also:**

- Modified the transitional screening and barrier requirement along the northern and western property lines to that shown on the CDPA/FDPA.

Did not say

- Modified the barrier requirement along the northern boundary and between the artist's residences and the workhouse in favor of that shown on the CDPA/FDPA and referenced in the proffers.

(NOTE: At its public hearing on July 15, 2009, the Planning Commission approved Final Development Plan Amendment FDPA 2003-MV-033, subject to development conditions dated July 13, 2009, and to the Board of Supervisors approval of PCA 2003-MV-033.).

Sincerely,

Nancy Velts  
Clerk to the Board of Supervisors  
NV/dms  
Enclosure

Office of the Clerk to the Board of Supervisors  
12000 Government Center Parkway, Suite 533  
Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)  
<http://www.fairfaxcounty.gov/bosclerk>

Cc: Chairman Sharon Bulova  
Supervisor Gerald Hyland, Mount Vernon District  
Janet Coldsmith, Director, Real Estate Division. Dept. of Tax Administration  
Regina Coyle, Director, Zoning Evaluation Division, DPZ  
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning  
Angela K. Rodeheaver, Section Chief, Transportation. Planning Division  
Ellen Gallagher, Capital Projects and Operations Div., Dept. of Transportation  
Ken Williams, Plans & Document Control, ESRD, DPWES  
Department of Highways-VDOT  
Sandy Stallman, Park Planning Branch Manager, FCPA  
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division  
District Planning Commissioner  
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on the 3<sup>rd</sup> day of August, 2009, the following ordinance was adopted.

**AN ORDINANCE AMENDING THE ZONING ORDINANCE  
PROFFERED CONDITION AMENDMENT PCA 2003-MV-033**

**WHEREAS**, Lorton Arts Foundation, Incorporated, filed in the proper form an application to amend the proffers for RZ 2003-MV-033 hereinafter described, by amending conditions proffered and accepted pursuant to Virginia Code Ann. 15.2-2303(a), and

**WHEREAS**, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

**WHEREAS**, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

**NOW, THEREFORE, BE IT ORDAINED**, that that certain parcel of land situated in the Mount Vernon District, and more particularly described as follows (see attached legal description):

Be, and hereby is further restricted by the amended conditions proffered and accepted pursuant to Virginia Code Ann., 15.2-2303(a), which conditions are incorporated into the Zoning Ordinance as it affects said parcel, and

**BE IT FURTHER ENACTED**, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcels.

GIVEN under my hand this 3<sup>rd</sup> day of August, 2009.

  
\_\_\_\_\_  
Nancy Vehrs  
Clerk to the Board of Supervisors





PLEASE TYPE  
OR PRINT IN BLACK INK

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX  
APPLICATION FOR ZONING MAP AMENDMENT

RECEIVED  
Department of Planning & Zoning

JUL 17 2008

Zoning Evaluation Division

APPLICATION NO. PCA/FDPA 2003-MV-033

(Assigned by \_\_\_\_\_)

TITION

TO: THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

I (We), Lorton Arts Foundation, Inc., the applicant(s),  
petition you to adopt an ordinance amending the Zoning Map of Fairfax County, Virginia, by  
reclassifying from the PDC District to the PDC  
District the property described below and outlined in red on the Zoning Section Sheet(s)  
accompanying and made a part of this application.

PROPERTY DESCRIPTION

1. LEGAL DESCRIPTION:  
Laurel Property Division 13116 2200

Parcel G	Block(s)	Subdivision	Deed Book	Page No.
Lot(s)				

2. TAX MAP DESCRIPTION:  
106-4 (1) 58 53.08

Map No.	Double Circle No.	Single Circle No.	Parcel(s)/Lot(s) No.	Total Area(Ac.or Sq.Ft.)
---------	-------------------	-------------------	----------------------	--------------------------

3. POSTAL ADDRESS OF PROPERTY: (If any)  
9601 Ox Road New Address 5717 WORKHOUSE WAY VB 2/12/09  
Lorton, VA 22079 LORTON, VA 22079

4. ADVERTISING DESCRIPTION: (Ex. South of Rt. 236, 1000 feet west of Rt. 274)  
East side of Ox Road south of its intersection with Lorton Road

5. PRESENT USE: See attached

6. PROPOSED USE: See attached

7. SUPERVISOR DISTRICT: Mount Vernon

The name(s) and address(es) of owner(s) of record shall be provided on the affidavit form attached and made part of this application.

The undersigned has the power to authorize and does hereby authorize Fairfax County staff representatives on official business to enter on the subject property as necessary to process the application.

Gregory A. Riegle, Esq./ Lori R. Greenlief, Land Use Planner

Type or Print Name of Applicant or Agent

Signature of Applicant or Agent

McGuireWoods LLP, 1750 Tysons Boulevard, Suite 1800, McLean, VA 22102

Address

(703) 712-5433 (Lori)

Telephone No.

Home

Work

Please provide name and telephone number of contact person if different from above.

DO NOT WRITE IN THIS SPACE

Date application received: \_\_\_\_\_ Application Fee Paid: \$4,410.00

Date application accepted: 9/4/08 Virginia Ruffin Form RZ (10/89)

PCA 2003-0204 / FDPA 2003-0205  
9/4/08 JS

## PROPOSED DEVELOPMENT CONDITIONS

July 13, 2009

FDPA 2003-MV-033

If it is the intent of the Planning Commission to approve Final Development Plan Amendment FDPA 2003-MV-033 to allow an arts center on property located at Sub-Parcel G of Tax Maps 106-4 ((1)) 54, staff recommends that the Planning Commission condition the approval by requiring conformance with the following development conditions. These development conditions supercede those previously approved. Those conditions marked with the asterisk represent conditions brought forward from the previously approved Final Development Plan. (\*)

1. The northern façade of each of the two artists' residences (Buildings N-1 and N-2) (the façade that faces toward Lorton Road) shall be no higher than forty-five (45) feet as measured from the grade along that façade to the mid-point of the roof, if a peaked roof is proposed, or to the top of the roof, if a flat roof is proposed.\*
2. Bike racks, benches, picnic areas and a place to obtain water shall be provided within the Arts Center in one or more locations along the Laurel Hill Greenway trail subject to the approval of the Fairfax County Park Authority. \*
3. A sidewalk shall be provided at the westernmost entrance along Lorton Road. The sidewalk shall extend from the trail along Lorton Road to connect to the internal pedestrian network.\*
4. The left turn lanes from Ox Road (Rt. 123) to the Regional Park Entrance (opposite the Quarry Entrance) and/or to Lorton Road (Rt. 642) shall be lengthened upon demand of either the County or the Virginia Department of Transportation when it is determined that longer turn lanes are warranted by the amount of traffic generated by Lorton Arts Foundation turning left onto Lorton Road or the Regional Park Entrance.
5. If it is determined by the applicant and the Fairfax County Department of Transportation (FCDOT) that a one-way traffic circulation pattern is needed, such change in pattern shall be coordinated with and approved by FCDOT. A one-way circulation pattern may be implemented without the need for a Proffered Condition Amendment or a Final Development Plan amendment so long as the overall site layout is in substantial conformance with the plan as may be approved by the Board of Supervisors.
6. Contrary to access geometrics as delineated on the Ox Road (Route 123) joint access with the Northern Virginia Regional Park Authority, the regional park access shall "T" into the access roadway serving the Lorton Arts Federation site (the subject site) unless an alternative design is approved by the Fairfax County Department of Transportation (FCDOT). The final design shall be subject to FCDOT review and approval.

- 
7. Prior to site plan submission, engineering techniques designed to preserve existing vegetation on the north side of the proposed residences shall be diligently pursued and these efforts shall be documented and coordinated with Urban Forest Management in order to maximize the survivability of trees in that area.



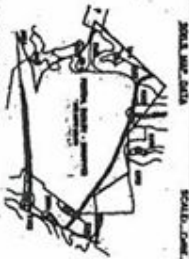
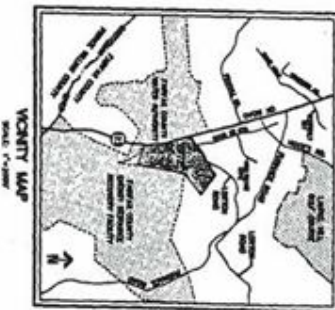
## FAIRFAX COUNTY, VIRGINIA

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中國人民銀行

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五

DATE	NAME	COMPLAINT
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12/2/2012	12/2/2012	12/2/2012
12/3/2012	12/3/2012	12/3/2012
12/4/2012	12/4/2012	12/4/2012
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12/6/2012	12/6/2012	12/6/2012
12/7/2012	12/7/2012	12/7/2012
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12/30/2012	12/30/2012	12/30/2012
12/31/2012	12/31/2012	12/31/2012

DATE	CONTRACT NO.	PERCENTAGE
10/1/01	101	100%
10/1/01	102	100%
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10/1/01	199	100%
10/1/01	200	100%

② based on weekly means or forecasts & one-period  
new period requirement is at minimum of 87  
plus half of actual, one-periods

**1. WHAT IS THE PROBLEM?**

For example, the Springfield (Ill.) firm estimates the cost of weekly 15-minute station reports will be around \$100,000. The company is planning to conduct reports for 10 years or so, but its price for limited station time during peak hours is less than \$100,000 per hour. The firm estimates that 100,000 people listen to the report.

## COVER SHEET

**CDPA/FDPA**

LORTON WORKHOUSE ARTS CENTER  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA

REVISION APPROVED BY:



WALTER L. PHILLIPS

Civil Engineers Land Surveyors Planners Landscape Architects  
357 Park Avenue Falls Church, Virginia 22046  
Phone 552-6962 Fax 552-6963 [www.fmc.com](http://www.fmc.com)







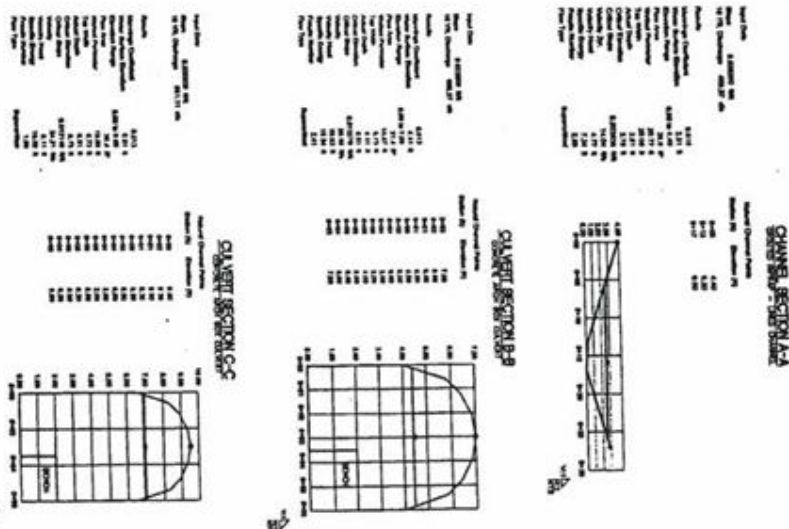








O'FALLON, ILLINOIS



CONSTRUCTED AND APPROVED AS PART OF SITE PLAN 1183-SP-014-2

## OUTFALL ANALYSIS

CDPA/FDPA  
LORTON WORKHOUSE ARTS CENTER  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA

REVISION APPROVED BY					
NO.	DESCRIPTION	DATE	BY	APPROVED	DATE



WALTER L. PHILLIPS

INCORPORATED  
CIVIL ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS  
327 PARK AVENUE FALLS CHURCH, VIRGINIA 22046  
(703) 332-4963 FAX (703) 332-0001 WWW.WJPHG.COM

ZAPS USER GENERATED REPORTS  
ZONING APPLICATION SUMMARY REPORT  
APPLICATION NUMBER: PCA 2003-MV-033

DECISION DATE: 8-3-2009

HEARING BODY: BOS

CRD: NO

MAGISTERIAL DISTRICT:

APPLICANT NAME LORTON ARTS FOUNDATION, INC.

STAFF COORDINATOR: SLIN00

ACTION: APPROVE

## DECISION SUMMARY:

ON AUGUST 3, 2009, THE BOARD UNANIMOUSLY APPROVED PCA  
2003-MV-033, ON A MOTION BY SUPERVISOR HYLAND, SUBJECT  
TO PROFFERS DATED JULY 29, 2009.

## ZONING INFORMATION

## EXISTING ZONING

<u>DISTRICT</u>	<u>AREA</u>
PDC	53.08 ACRES
<b>TOTAL</b>	<b>53.08 ACRES</b>

## APPROVED AREA

<u>DISTRICT</u>	<u>AREA</u>
PDC	53.08 ACRES
<b>TOTAL</b>	<b>53.08 ACRES</b>

## TAX MAP NUMBERS

106-4- /01/ /0058-

## APPROVED ZONING DISTRICT DATA

ZONING DISTRICT: PDC

## APPROVED RESIDENTIAL DEVELOPMENT

<u>LAND USE</u>	<u>DWELLING</u> <u>UNITS</u>	<u>LAND</u> <u>AREA</u>	<u>UNIT OF</u> <u>MEASURE</u>	<u>NO.</u> <u>OF</u> <u>UNITS</u>
EATING/EST				
MFD	40	53.08	ACRES	
MUSEUM/CTR				
RETAIL/EST				
<b>TOTAL</b>				
<b>TOTAL</b>	<b>40</b>	<b>53.08</b>	<b>ACRES</b>	

## APPROVED NON-RESIDENTIAL DEVELOPMENT

<u>FLOOR AREA</u>	<u>UNIT OF</u> <u>MEASURE</u>	<u>LAND</u> <u>AREA</u>	<u>UNIT OF</u> <u>MEASURE</u>	<u>FAR</u>
262,881.00	SQ FEET	53.08	ACRES	0.11
262,881.00	SQ FEET	53.08	ACRES	0.12

## PROFFER INFORMATION

PROFFER STATEMENT DATE: 07-29-2009

<u>ITEM</u>	<u>DUE DATE</u>	<u>TRIGGER NO.</u>	<u>TRIGGER EVENT</u>	<u>CONTRIB AMT</u>	<u>EXPIRATION DATE</u>
ARCHITECTURAL REVIEW (ARB)	01-01-0001	0	N/A	\$	01-01-0001
ARCHITECTURE / BUILDING MATERIALS	01-01-0001	0	N/A	\$	01-01-0001
ARCHITECTURE / GREEN BUILDING / LEE	01-01-0001	0	N/A	\$	01-01-0001
BEST MANAGEMENT PRACTICES (BMP)	01-01-0001	0	N/A	\$	01-01-0001
DRAINAGE	01-01-0001	0	N/A	\$	01-01-0001
HISTORIC STRUCTURE / SITE PRESERV/	01-01-0001	0	N/A	\$	01-01-0001
HOURS OF OPERATION	01-01-0001	0	N/A	\$	01-01-0001
LANDSCAPING - ENVIRONMENT	01-01-0001	0	N/A	\$	01-01-0001

---

**PROFFER INFORMATION**

PROFFER STATEMENT DATE: 07-29-2009

<u>ITEM</u>	<u>DUE DATE</u>	<u>TRIGGER NO.</u>	<u>TRIGGER EVENT</u>	<u>CONTRIB AMT</u>	<u>EXPIRATION DATE</u>
LIGHTING / GLARE	01-01-0001	0	N/A	\$	01-01-0001
LIMITS OF CLEARING AND GRADING	01-01-0001	0	N/A	\$	01-01-0001
LOW IMPACT DESIGN (LID) / RAINGARDE	01-01-0001	0	N/A	\$	01-01-0001
NOISE ATTENUATION (STUDY / WALL)	01-01-0001	0	N/A	\$	01-01-0001
NOTIFICATION - HOUSING	01-01-0001	0	N/A	\$	01-01-0001
OTHER - GENERAL	01-01-0001	0	N/A	\$	01-01-0001
OTHER - LAND USE	01-01-0001	0	N/A	\$	01-01-0001
PARKING	01-01-0001	0	N/A	\$	01-01-0001
PHASING - LAND USE	01-01-0001	0	N/A	\$	01-01-0001
PHOTOGRAPHIC DOCUMENTATION	01-01-0001	0	N/A	\$	01-01-0001
PROFFERED PLANS	01-01-0001	0	N/A	\$	01-01-0001
RECREATION - TRAILS	01-01-0001	0	N/A	\$	01-01-0001
RECREATION FACILITIES	01-01-0001	0	N/A	\$	01-01-0001
ROAD PHASING	01-01-0001	0	N/A	\$	01-01-0001
SCREEN MECHANICAL EQUIPMENT	01-01-0001	0	N/A	\$	01-01-0001
SIDEWALK / TRAIL	01-01-0001	0	N/A	\$	01-01-0001
SIGNAGE	01-01-0001	0	N/A	\$	01-01-0001
TREE PRESERVATION / SURVEY	01-01-0001	0	N/A	\$	01-01-0001
TREE SAVE FENCING	01-01-0001	0	N/A	\$	01-01-0001
TURN LANE(S) (INCLUDES ACCEL AND D	01-01-0001	0	N/A	\$	01-01-0001
URBAN FORESTRY REVIEW	01-01-0001	0	N/A	\$	01-01-0001
USE RESTRICTIONS	01-01-0001	0	N/A	\$	01-01-0001
	01-01-0001	0	N/A	\$	01-01-0001
ARCHEOLOGY	01-01-0001	0	N/A	\$	01-01-0001

---

**WAIVERS/MODIFICATIONS**

APPROVED WAIVERS/MODIFICATIONS

MODIFY BARRIER REQUIREMENT

MODIFY TRANSITIONAL SCREENING REQUIREMENT

---

**SUPPLEMENTAL MOTIONS**SUPPLEMENTAL MOTIONS APPROVED

---



**ZAPS USER GENERATED REPORTS  
ZONING APPLICATION SUMMARY REPORT  
APPLICATION NUMBER: FDPA 2003-MV-033**

DECISION DATE: 7-15-2009

HEARING BODY: PC

CRD: NO

MAGISTERIAL DISTRICT:

APPLICANT NAME LORTON ARTS FOUNDATION, INC.

STAFF COORDINATOR: SLIN00

ACTION: APPROVE

**DECISION SUMMARY:**

ON JULY 15, 2009, THE PLANNING COMMISSION UNANIMOUSLY A  
PPROVED CDPA/FDPA 2003-MV-033, ON A MOTION BY COMMISSIO  
NER FLANAGAN; SUBJECT TO DEVELOPMENT CONDITIONS DATED J  
ULY 13, 2009 AND TO THE BOARD'S APPROVAL OF THE PCA.

**ZONING INFORMATION****EXISTING ZONING**

<u>DISTRICT</u>	<u>AREA</u>
PDC	53.08 ACRES
<b>TOTAL</b>	<b>53.08 ACRES</b>

**APPROVED AREA**

<u>DISTRICT</u>	<u>AREA</u>
PDC	53.08 ACRES
<b>TOTAL</b>	<b>53.08 ACRES</b>

**TAX MAP NUMBERS**

106-4- /01/ /0058-

**APPROVED ZONING DISTRICT DATA**

ZONING DISTRICT: PDC

**APPROVED RESIDENTIAL DEVELOPMENT****APPROVED NON-RESIDENTIAL DEVELOPMENT**

<u>LAND USE</u>	<u>DWELLING</u> <u>UNITS</u>	<u>LAND</u> <u>AREA</u>	<u>UNIT OF</u> <u>MEASURE</u>	<u>NO.</u> <u>OF</u> <u>ADU'S</u>	<u>FLOOR AREA</u>	<u>UNIT OF</u> <u>MEASURE</u>	<u>LAND</u> <u>AREA</u>	<u>UNIT OF</u> <u>MEASURE</u>	<u>FAR</u>
EATING/EST					262,881.00	SQ FEET	53.08	ACRES	0.11
MFD	40	53.08	ACRES						
MUSEUM/CTR									
RETAIL/EST									
<b>TOTAL</b>					262,881.00	SQ FEET	53.08	ACRES	0.12
<b>TOTAL</b>	40	53.08	ACRES						

**DEVELOPMENT CONDITION INFORMATION**

DEVELOPMENT CONDITION STATEMENT DATE: 07-13-2009

<u>ITEM</u>	<u>DUE DATE</u>	<u>TRIGGER NO.</u>	<u>TRIGGER EVENT</u>	<u>CONTRIB AMT</u>	<u>EXPIRATION DATE</u>
BICYCLE RELATED FACILITIES	01-01-0001	0	N/A	\$	01-01-0001
DRIVEWAY AND DRIVEWAY ENTRANCES	01-01-0001	0	N/A	\$	01-01-0001
HEIGHT - BUILDING / STRUCTURE	01-01-0001	0	N/A	\$	01-01-0001
SIDEWALK / TRAIL	01-01-0001	0	N/A	\$	01-01-0001
TURN LANE(S) (INCLUDES ACCEL AND D	01-01-0001	0	N/A	\$	01-01-0001
URBAN FORESTRY REVIEW	01-01-0001	0	N/A	\$	01-01-0001
	01-01-0001	0	N/A	\$	01-01-0001



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## DEVELOPMENT CONDITION INFORMATION

DEVELOPMENT CONDITION STATEMENT DATE: 07-13-2009

<u>ITEM</u>	<u>DUE DATE</u>	<u>TRIGGER NO.</u>	<u>TRIGGER EVENT</u>	<u>CONTRIB AMT</u>	<u>EXPIRATION DATE</u>
ADVANCED DENSITY CREDIT	01-01-0001	0	N/A	\$	01-01-0001

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### WAIVERS/MODIFICATIONS

#### APPROVED WAIVERS/MODIFICATIONS

MODIFY BARRIER REQUIREMENT

MODIFY TRANSITIONAL SCREENING REQUIREMENT

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### SUPPLEMENTAL MOTIONS

#### SUPPLEMENTAL MOTIONS APPROVED

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**LEGAL DESCRIPTION:**

**PROPERTY OF FAIRFAX COUNTY BOARD OF SUPERVISORS;  
PARCEL 'G' LORTON CORRECTIONAL COMPLEXES**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE MOUNT VERNON MAGISTERIAL DISTRICT FAIRFAX COUNTY, VIRGINIA, SAID LOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF LORTON ROAD (STATE ROUTE #642 - VARIABLE WIDTH RIGHT-OF-WAY) AND PRESCRIPTIVE RIGHT-OF-WAY, AND BEING A CORNER COMMON TO PARCEL 'E', (TM 107-3((1))0019) (DB 14553 PG 0791); THENCE DEPARTING THE CENTERLINE OF SAID LORTON ROAD AND WITH THE LANDS OF SAID PARCEL 'E' THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTH 47 DEGREES 04 MINUTES 06 SECONDS EAST, 1,109.10 FEET TO AN IRON PIPE SET;  
SOUTH 37 DEGREES 55 MINUTES 10 SECONDS WEST, 703.97 FEET TO AN IRON ROD WITH CAP FOUND, A CORNER COMMON TO PARCEL 'H' (TM 113-1((1))0014) (DB 13116 PG 2200); THENCE DEPARTING SAID PARCEL 'E' AND WITH THE LANDS OF SAID PARCEL 'H' THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 01 DEGREE 42 MINUTES 33 SECONDS EAST, 445.36 FEET TO AN IRON PIPE SET;  
SOUTH 55 DEGREES 15 MINUTES 02 SECONDS WEST, 486.80 FEET TO AN IRON PIPE SET;  
SOUTH 06 DEGREES 53 MINUTES 35 SECONDS EAST, 261.70 FEET TO AN IRON PIPE SET;  
SOUTH 00 DEGREES 29 MINUTES 44 SECONDS EAST, 290.34 FEET TO AN IRON PIPE SET, SAID POINT BEING A CORNER COMMON TO PARCEL 'I' (TM 113-1((1))0015) (DB 13116 PG 2200); THENCE DEPARTING SAID PARCEL 'H' AND WITH THE LANDS OF SAID PARCEL 'I' THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 64 DEGREES 43 MINUTES 24 SECONDS WEST, 923.51 FEET, TO A POINT;  
NORTH 77 DEGREES 50 MINUTES 42 SECONDS WEST, 33.77 FEET, TO A POINT IN THE CENTERLINE OF OX ROAD (STATE ROUTE #123 - 30 FOOT PRESCRIPTIVE RIGHT-OF-WAY), AND A CORNER COMMON TO THE LANDS OF THE FAIRFAX COUNTY WATER AUTHORITY OF FAIRFAX VIRGINIA (FCWA) (TM 106-4((1))0056) (DB 1073 PG 1122); THENCE DEPARTING SAID PARCEL 'I' AND WITH THE CENTERLINE OF SAID OX ROAD AND THE LANDS OF SAID FCWA THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

NORTH 19 DEGREES 29 MINUTES 12 SECONDS EAST, 136.89 FEET, TO A POINT;  
NORTH 10 DEGREES 07 MINUTES 47 SECONDS EAST, 66.04 FEET, TO A POINT;  
NORTH 05 DEGREES 36 MINUTES 58 SECONDS EAST, 185.21 FEET, TO A POINT;  
NORTH 00 DEGREES 42 MINUTES 37 SECONDS EAST, 175.05 FEET, TO A POINT;  
NORTH 04 DEGREES 08 MINUTES 21 SECONDS WEST, 799.14 FEET, TO A POINT;  
NORTH 04 DEGREES 00 MINUTES 00 SECONDS WEST, 654.47 FEET, TO A POINT;  
NORTH 05 DEGREES 42 MINUTES 34 SECONDS WEST, 36.65 FEET, TO A POINT IN THE CENTERLINE OF SAID OX ROAD (FORMERLY FAIRFAX COURTHOUSE ROAD); THENCE DEPARTING THE LANDS OF SAID FCWA AND WITH THE CENTERLINE OF THE FORMER FAIRFAX COURTHOUSE ROAD, AS IT FORMERLY EXISTED, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTH 22 DEGREES 43 MINUTES 11 SECONDS EAST, 450.70 FEET;  
SOUTH 07 DEGREES 48 MINUTES 11 SECONDS EAST, 306.00 FEET TO AN IRON PIPE SET AT THE CENTERLINE INTERSECTION OF SAID FORMER FAIRFAX COURTHOUSE ROAD AND FORMER TELEGRAPH ROAD, AS IT FORMERLY EXISTED; THENCE DEPARTING SAID FORMER

RECEIVED  
Department of Planning & Zoning

JUL 17 2008

Zoning Evaluation Division

FAIRFAX COURTHOUSE ROAD AND WITH THE CENTERLINE OF SAID TELEGRAPH ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 15 DEGREES 39 MINUTES 49 SECONDS EAST, 251.30 FEET, TO AN IRON PIPE SET;  
NORTH 48 DEGREES 14 MINUTES 49 SECONDS EAST, 157.24 FEET, TO A POINT IN THE CENTERLINE OF THE AFORESAID LORTON ROAD; THENCE WITH THE CENTERLINE OF SAID LORTON ROAD THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

NORTH 61 DEGREES 49 MINUTES 06 SECONDS EAST, 66.67 FEET, TO A POINT;  
NORTH 66 DEGREES 03 MINUTES 57 SECONDS EAST, 129.41 FEET, TO A POINT;  
NORTH 68 DEGREES 12 MINUTES 07 SECONDS EAST, 96.50 FEET, TO A POINT;  
NORTH 60 DEGREES 15 MINUTES 02 SECONDS EAST, 33.98 FEET, TO A POINT;  
NORTH 52 DEGREES 04 MINUTES 06 SECONDS EAST, 35.13 FEET, TO A POINT;  
NORTH 40 DEGREES 50 MINUTES 14 SECONDS EAST, 41.74 FEET, TO A POINT;  
NORTH 30 DEGREES 34 MINUTES 00 SECONDS EAST, 40.94 FEET, TO A POINT;  
NORTH 22 DEGREES 17 MINUTES 56 SECONDS EAST, 80.73 FEET, TO A POINT;  
NORTH 15 DEGREES 38 MINUTES 58 SECONDS EAST, 154.19 FEET, TO A POINT;  
NORTH 18 DEGREES 28 MINUTES 01 SECONDS EAST, 43.45 FEET, TO A POINT;  
NORTH 25 DEGREES 52 MINUTES 32 SECONDS EAST, 27.82 FEET TO THE POINT OF BEGINNING, CONTAINING 55.69168 ACRES OF LAND, MORE OR LESS.

## SAVE AND EXCEPT

BEGINNING AT A POINT IN THE CENTERLINE OF LORTON ROAD (STATE ROUTE #642 - VARIABLE WIDTH RIGHT-OF-WAY) AND PRESCRIPTIVE RIGHT-OF-WAY, AND BEING A CORNER COMMON TO PARCEL 'E', (DB 14553 PG 0791); THENCE DEPARTING THE CENTERLINE OF SAID LORTON ROAD AND WITH THE LANDS OF SAID PARCEL 'E' (TM 107-3((1))0019) (DB 14553 PG 0791) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTH 47 DEGREES 04 MINUTES 06 SECONDS EAST, 1109.10 FEET, TO AN IRON PIPE SET;  
SOUTH 37 DEGREES 55 MINUTES 10 SECONDS WEST, 703.97 FEET, TO AN IRON ROD WITH CAP FOUND, A CORNER COMMON TO PARCEL 'H' (TM 113-1((1))0014) (DB 13116 PG 2200);

THENCE DEPARTING SAID PARCEL 'E' AND WITH THE LANDS OF SAID PARCEL 'H' THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 01 DEGREE 42 MINUTES 33 SECONDS EAST, 445.36 FEET, TO AN IRON PIPE SET;  
SOUTH 55 DEGREES 15 MINUTES 02 SECONDS WEST, 486.80 FEET, TO AN IRON PIPE SET;  
SOUTH 06 DEGREES 53 MINUTES 35 SECONDS EAST, 261.70 FEET, TO AN IRON PIPE SET;  
SOUTH 00 DEGREES 29 MINUTES 44 SECONDS EAST, 290.34 FEET, TO AN IRON PIPE SET, SAID POINT BEING A CORNER COMMON TO PARCEL 'I' (TM 113-1((1))0015) (DB 13116 PG 2200);

THENCE DEPARTING SAID PARCEL 'H' AND WITH THE LANDS OF SAID PARCEL 'I', NORTH 64 DEGREES 43 MINUTES 24 SECONDS WEST, 796.52 FEET, TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF OX ROAD (STATE ROUTE #123 - VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE DEPARTING SAID PARCEL 'I' AND WITH SAID OX ROAD THE FOLLOWING NINE (9) COURSES AND DISTANCES:

NORTH 01 DEGREES 39 MINUTES 48 SECONDS EAST, 81.24 FEET, TO A CONCRETE MONUMENT FOUND;  
NORTH 06 DEGREES 37 MINUTES 59 SECONDS WEST, 151.49 FEET, TO A CONCRETE MONUMENT FOUND;

NORTH 05 DEGREES 07 MINUTES 32 SECONDS EAST, 69.38 FEET, TO A CONCRETE MONUMENT FOUND;  
NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, 65.64 FEET, TO A POINT;  
NORTH 00 DEGREES 11 MINUTES 03 SECONDS EAST, 101.76 FEET, TO A CONCRETE MONUMENT FOUND;  
NORTH 04 DEGREES 00 MINUTES 02 SECONDS WEST, 160.90 FEET, TO A CONCRETE MONUMENT FOUND;  
NORTH 07 DEGREES 24 MINUTES 47 SECONDS WEST, 66.21 FEET, TO A CONCRETE MONUMENT FOUND;  
NORTH 01 DEGREES 59 MINUTES 45 SECONDS WEST, 433.29 FEET, TO A POINT;  
NORTH 10 DEGREES 36 MINUTES 52 SECONDS WEST, 357.29 FEET, TO A CONCRETE MONUMENT FOUND IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LORTON ROAD;

THENCE WITH SAID LORTON ROAD THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

ALONG AN ARC 144.73 FEET TO THE LEFT, HAVING A RADIUS OF 1381.39 FEET, THE CHORD OF WHICH IS NORTH 64 DEGREES 55 MINUTES 49 SECONDS EAST, 144.66 FEET, TO A POINT;  
SOUTH 07 DEGREES 48 MINUTES 11 SECONDS EAST, 159.08 FEET, TO AN IRON PIPE SET;  
NORTH 15 DEGREES 39 MINUTES 49 SECONDS EAST, 207.68 FEET, TO A POINT;  
NORTH 61 DEGREES 20 MINUTES 44 SECONDS EAST, 104.83 FEET, TO A POINT;  
NORTH 21 DEGREES 04 MINUTES 03 SECONDS EAST, 83.15 FEET, TO A CONCRETE MONUMENT FOUND;  
NORTH 27 DEGREES 51 MINUTES 13 SECONDS WEST, 9.54 FEET, TO A POINT;  
NORTH 48 DEGREES 14 MINUTES 49 SECONDS EAST, 15.63 FEET, TO A POINT IN THE CENTERLINE OF SAID LORTON ROAD;

THENCE WITH SAID LORTON ROAD THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

NORTH 61 DEGREES 49 MINUTES 06 SECONDS EAST, 66.67 FEET, TO A POINT;  
NORTH 66 DEGREES 03 MINUTES 57 SECONDS EAST, 129.41 FEET, TO A POINT;  
NORTH 68 DEGREES 12 MINUTES 07 SECONDS EAST, 96.50 FEET, TO A POINT;  
NORTH 60 DEGREES 15 MINUTES 02 SECONDS EAST, 33.98 FEET, TO A POINT;  
NORTH 52 DEGREES 04 MINUTES 06 SECONDS EAST, 35.13 FEET, TO A POINT;  
NORTH 40 DEGREES 50 MINUTES 14 SECONDS EAST, 41.74 FEET, TO A POINT;  
NORTH 30 DEGREES 34 MINUTES 00 SECONDS EAST, 40.94 FEET, TO A POINT;  
NORTH 22 DEGREES 17 MINUTES 56 SECONDS EAST, 80.73 FEET, TO A POINT;  
NORTH 15 DEGREES 38 MINUTES 58 SECONDS EAST, 154.19 FEET, TO A POINT;  
NORTH 18 DEGREES 28 MINUTES 01 SECONDS EAST, 43.45 FEET, TO A POINT;  
NORTH 25 DEGREES 52 MINUTES 32 SECONDS EAST, 27.82 FEET, TO THE POINT OF BEGINNING, CONTAINING 52.31107 ACRES OF LAND, MORE OR LESS.

## SAVE AND EXCEPT

COMMENCING AT A POINT, SAID POINT BEING NORTH 12 DEGREES 54 MINUTES 49 SECONDS WEST, 118.14 FEET FROM A CONCRETE MONUMENT FOUND IN THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF LORTON ROAD (STATE ROUTE #642 - VARIABLE WIDTH AND 30-FOOT PRESCRIPTIVE RIGHT-OF-WAY), AND THE EASTERLY RIGHT-OF-WAY OF OX ROAD (STATE ROUTE #123 - VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY), TO THE TRUE POINT OF BEGINNING; THENCE WITH THE CENTERLINE OF SAID OX ROAD AND EASTERLY LINE OF THE LANDS OF THE FAIRFAX COUNTY WATER AUTHORITY OF FAIRFAX, VIRGINIA (TM 106-4((1))0056) (DB 10373, PG 1122) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 04 DEGREES 00 MINUTES 00 SECONDS WEST, 472.13 FEET, TO A POINT;



NORTH 05 DEGREES 42 MINUTES 34 SECONDS WEST, 36.65 FEET, TO A POINT IN THE CENTERLINE OF SAID OX ROAD (FORMERLY FAIRFAX COURTHOUSE ROAD);

THENCE DEPARTING THE LANDS OF SAID FAIRFAX COUNTY WATER AUTHORITY OF FAIRFAX, VIRGINIA AND WITH THE CENTERLINE OF THE FORMER FAIRFAX COURTHOUSE ROAD, AS IT FORMERLY EXISTED, SOUTH 22 DEGREES 43 MINUTES 11 SECONDS EAST, 322.99 FEET, TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF SAID OX ROAD;

THENCE DEPARTING SAID CENTERLINE OF OX ROAD AND WITH THE RIGHT-OF-WAY OF SAID OX ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 66 DEGREES 33 MINUTES 52 SECONDS WEST, 10.00 FEET, TO A CONCRETE MONUMENT FOUND;

SOUTH 07 DEGREES 15 MINUTES 56 SECONDS WEST, 38.10 FEET, TO A CONCRETE MONUMENT FOUND;

SOUTH 19 DEGREES 56 MINUTES 32 SECONDS EAST, 95.76 FEET, TO A POINT;

SOUTH 19 DEGREES 00 MINUTES 46 SECONDS WEST, 31.75 FEET, TO A CONCRETE MONUMENT FOUND IN SAID LORTON ROAD;

THENCE DEPARTING THE AFORESAID OX ROAD AND WITH SAID LORTON ROAD, SOUTH 63 DEGREES 41 MINUTES 02 SECONDS WEST, 107.65 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.76755 ACRES OF LAND, MORE OR LESS.

PROFFERED CONDITIONS FOR PROFFER CONDITION AMENDMENT  
BY

LORTON ARTS FOUNDATION, INC.

PCA/FDPA 2003-MV-033

July 29, 2009

Pursuant to Section 15.2-2303(a) of the Code of Virginia, 1950, as amended, the property owner and Applicant in this proffer condition amendment proffer that the development of the parcels under consideration and shown on the Fairfax County Tax Maps as Tax Map Reference 106-4-((1))-58 (hereinafter referred to as the "Property") will be in accordance with the following conditions if, and only if, said proffer condition amendment application is granted. In the event said application request is denied, these proffers shall be null and void. The Owner and the Applicant ("Applicant"), for themselves, their successors and assigns, agree that these proffers shall be binding on the future development of the Property unless modified, waived or rescinded in the future by the Board of Supervisors of Fairfax County, Virginia, in accordance with applicable County and State statutory procedures. The following proffered conditions supersede those associated with RZ 2003-MV-033. The proffer conditions are:

1. CONCEPTUAL DEVELOPMENT PLAN/FINAL DEVELOPMENT PLAN

(a) Substantial Conformance. Subject to the provisions of Article 16 of the Zoning Ordinance, under which minor modifications to an approved development plan are permitted and any additional requirements of these proffered conditions, the development shall be in substantial conformance with the Conceptual Development Plan Amendment/Final Development Plan Amendment (CDPA/FDPA), containing ten (10) sheets prepared by Walter L. Phillips, Inc. dated August 25, 2008 and revised through

July 13, 2009. For the purpose of these proffers, the structures and uses on the Property may be collectively referred to as "the Workhouse."

(b). Amendment to CDPA/FDPA. Notwithstanding the above, it shall be understood that the Applicant has the right to request a Final Development Plan Amendment (FDPA) for elements other than CDPA elements for all or a portion of the CDPA/FDPA in accordance with the provisions set forth in Section 16-402 of the Zoning Ordinance. For the purpose of this Proffer, CDPA elements shall include those principal and secondary uses permitted by these proffers, the maximum floor area ratio, the general layout and the general orientation of access points to public roads, parking, and open space areas.

## 2. PHASING

(a) Phasing of New Construction. The approval of PCA 2003-MV-033 shall constitute the ability to construct any of the proposed renovations/new construction shown on the CDPA/FDPA pursuant to the approval of the required site plan and provided conditions contained in the following proffers 2(b) and 2(c) are satisfied.

(b) Parking Requirements and Phasing of Parking. Minimum parking requirements shall be fulfilled at all times by providing the number of spaces required by the applicable provision of Article 11 of the Zoning Ordinance for each use as the site plan is approved for each use. A parking reduction or shared parking agreement per the Zoning Ordinance shall be requested at such time as it is determined that the minimum parking requirements cannot be met as a cumulative total on the Property. The parking reduction shall be approved prior to the approval of a site plan for the specific use. If the parking reduction is not approved, either a proffered condition amendment shall be sought to add parking or

currently approved uses will be reduced in size/scale to meet current parking requirements. Minimum parking may be fulfilled through a combination of "permanent" and overflow spaces in the location general identified on the CDPA/FDPA. It is intended that a waiver of the dustless surface requirement will be requested at the time of site plan for the spaces shown as such on the CDPA/FDPA.

(c) Phasing of Infrastructure. The Applicant shall demonstrate to the satisfaction of DPWES prior to each site plan approval that supportive utility infrastructure (i.e. sanitary sewer, water, etc.) is available to service the development and uses reflected on any individual site plan. If necessary, an additional sewer pump station and/or related infrastructure shall be provided.

(d) Trails. The Laurel Hill Greenway shall be provided as outlined in Proffer 9 below. The connecting trails shall be provided at the same time as the Laurel Hill Greenway, as generally shown on the CDPA/FDPA.

(e) Road Improvements. Entrance improvements, road widening and associated pedestrian facilities shall be provided in accordance with Proffer 10 below.

### 3. ARCHITECTURAL REVIEW

(a) Architectural Approval for New Structures. All construction and development shall be subject to review by the Architectural Review Board to the extent required by Article 7 of the Zoning Ordinance for Historic Overlay Districts and/or the Memorandum of Agreement executed by the Advisory Council for Historic Preservation on June 28, 2001 ("MOA"), as may be applicable.



(b) Signage. Notwithstanding the locations for signs and entry features shown on the CDPA/FDPA, all signs shall comply with Article 12 of the Zoning Ordinance. The Applicant further reserves the right to pursue a Comprehensive Sign Plan in accordance with Section 12-205. All signs shall be further identified and reviewed as part of plans forwarded to the ARB in accordance with Section (a) above and the sign permits shall be forwarded as required by Part 2 of Article 7, Historic Overlay Districts.

(c) Notification of Requirements for Architectural Review Board Approval. Separate notation shall be placed on all site plan submissions reading "all development actions for this rezoning are subject to Architectural Review Board review and approval," or similar text.

(e) Architecture of Artists Colony (N-1, N-2). Building materials associated with this use shall be compatible to those associated with the historic structures on the Property as approved by the ARB. All facades and fenestration (the arrangement, proportioning, and design of windows and doors in a building) of the Artists Colony shall be architecturally treated with elements in order to add variety to the façade, subject to ARB approval in accordance with the Historic Overlay District Provisions as required by the MOA.

(f) Screening of Service Areas. All dumpsters shall be screened using materials that are compatible to the approved architecture as approved by the ARB. All dumpsters and their screening shall be further identified and reviewed as part of plans forwarded to the ARB in accordance with Section (a) above.

4. DOCUMENTATION OF HISTORIC STRUCTURES TO BE DEMOLISHED

(a) Documentation of Contributing Buildings to be demolished. Prior to any demolition of a contributing building (W21A, W21, H42, H43 and W40 and possibly W-29), each structure shall be photographed with a large format camera (4"x 5" minimum negative) using black and white film. Photographic recordation shall be done to the standards of the Historic American Buildings Survey (HABS). The number and angle of views shall be coordinated with the Fairfax County Park Authority (FCPA) prior to the taking of photographs and the completed photos shall be approved by the FCPA prior to demolition of the buildings. Such photographs shall be submitted to the Virginia Room of the Fairfax County Public Library, the District of Columbia Archives, and the Virginia Department of Historic Resources (VDHR). A copy of the photos shall be kept at the Prison Museum in Buildings W-02 and W-03. The negatives shall be submitted to VDHR. The construction, occupants and significant events associated with each building to be demolished shall be documented in writing by qualified professional in consultation with Fairfax County DPZ and the Cultural Resource Management and Protection Section of the FCPA. Where applicable, such photographic and written documentation shall be done to a standard as required for determination for National Register eligibility based on the "VDHR Preliminary Information Form".

(b) Incorporation of Demolished Buildings at the Prison Museum. Depictions of the architecture, design, use, history and relationship to the overall workhouse of the contributing buildings to be demolished shall be displayed within the Prison Museum proposed to be located within the Workhouse.

(c) Historical Identification of Contributing Buildings. Any contributing building to be demolished shall be identified on the property with an appropriate plaque, marker or similar identification. The Applicant shall consult with the Fairfax County History Commission in determining the specific site and text of such identification and the site and text shall be subject to the review and approval of the Fairfax County History Commission.

5. PROTECTION OF HISTORIC STRUCTURES

(a) All renovation of existing structures shall be subject to review by the ARB to the extent required by Article 7 of the Zoning Ordinance for Historic Districts and/or the MOA as may be applicable. On-site development and demolition activity in proximity to the historic structures to remain shall be done in substantial conformance with the procedures that follow:

(i) Around each historic structure or group of historic structures, an area of land not less than ten (10) feet from the structure(s) will be enclosed with chain link fencing (one (1) opening per side permitted), consisting of at least six (6)-foot steel posts driven 18 inches into the ground and placed no further than ten (10) feet apart, so as to prevent accidental damage by heavy construction equipment during on-site demolition and earth moving activities. Steel posts and fencing may be removed once such activities are completed, to provide necessary access to the structure and the land adjacent to it. Nothing herein shall preclude activity within this area as long as such activities do not harm the building or its foundation, as described in 5(a)ii below.



(ii) For each protected building or structure, a line of foundation protection shall be delineated from the base of the foundation, with such line to be shown on all grading and/or site plans (e.g. a plan section or profile), including rough grading plans. If the building foundation is concrete, a line of protection shall be drawn at a 45-degree angle from the base of the foundation projecting downward. If the building foundation consists of rock or rubble, the Applicant's structural engineer will determine if a wider line of protection is necessary to the satisfaction of DPWES. If activities such as excavation, installation of utilities, stabilization/development activities related to the Greenway, or building restoration/modification are necessary within this area of protection, measures will be taken to insure the stability of the building foundation per current structural engineering standards and to the satisfaction of DPWES. A wider area may be required where deemed necessary by the County. Nothing herein shall preclude surface grading around the buildings to a depth of 6 to 12 inches, landscaping, or other activities that will not harm the building foundation.

(b) Archeological Investigation. Prior to the first site plan approval, the Property shall be subject to a Phase I archeological survey conducted in conformance with the MOA. If warranted by the initial Phase I survey, as determined by Fairfax County, subsequent Phase II archeological evaluation and/or Phase III archeological data recovery excavations shall occur with the scope of work of such potential Phase II and Phase III analyses and any associated recovery of artifacts being consistent with the requirements of the MOA and subject to review and approval by the Cultural Resource Management and Protection Section (the Section) of the Fairfax County Park Authority. Prior to the

design of any Phase I, II or III archaeological study, the Applicant or consultant shall consult with the Manager of the Section as to the scope and schedule of the studies.

6. PERMITTED USES/HOURS OF OPERATION

(a) Permitted Uses. As described on the CDPA/FDPA, the Property may be developed with the following permitted principal and secondary uses.

- Museum/Cultural Center and Similar Facilities to include Gallery, Demonstration and Exhibit Areas (generally, W-2 – W-11, W-16 and W-29 if retained)\*
- Theater (W-12),
- Music Barn (W-22) with outdoor grassed seating area
- Performing Arts Center (W-17, W-18, W-18A)
- Events Center (W-01)
- Office uses in support of or affiliated with Workhouse functions or activities
- Residential-multifamily (N-1, N-2)
- Eating Establishments, (N-3, N-4, W-13)
- Commercial Recreational Use (Events Center, W-01) to consist of meetings, receptions, exhibitions and similar functions/uses
- Ballfields
- School of Special Education to include classes in the visual, performing, movement, and culinary arts and which may include select college level courses (to be restricted per Proffer 6g)

- Accessory retail and other accessory services uses limited to 20% of total gross square footage on site (Gross square footage of gallery space shall not be included in the 20% calculation.).
- Outdoor retail display in the horticultural area, limited to a total of 2,700 square feet

This proffer shall not preclude establishment of accessory and accessory service uses. Such accessory uses may include, but shall not be limited to the incorporation of certain food service and eating establishments within otherwise permitted uses.

(b) Location of Certain Uses. The Artists Colony, Freestanding Eating Establishments, Music Barn, Theater, Events Center and Performing Arts Center shall be located in the buildings so designated on the CDPA/FDPA. Other permitted uses may be located within varying locations, subject to conformance with these proffered conditions.

(c) Occupancy of Artists Colony. Occupancy of those residential units identified as the "Artists Colony" (N-1, N-2) shall be limited to persons directly involved with an activity of the Workhouse, including, but not limited to, artists, producers, directors, interns, fellowship recipients, educators, apprentices, paid and volunteer staff of the Workhouse, enrollees in Workhouse classes and other members of the Lorton Arts Foundation. Preference in leasing shall be given to visual and performing artists. The units in N-1 and N-2 shall be designed as live/work apartments to include all the elements of a dwelling unit as defined by the Zoning Ordinance in addition to studio workspace. The first floor shall be designed to include gallery/exhibition space. Additionally, twice a year, the Artist Colony (N-1 and N-2) shall be open to the public as part of a program to educate the community about the live/work apartment concept.

(d) Hours of Operation. The hours of operation at the Museum/Cultural Center, Theater, Events Center, Music Barn and Eating Establishments shall be limited to the following:

(i) Museum/Cultural Center

Attendance by outside visitors at the Museum/Cultural Center (W-02, W-03) and associated artist studio(s) shall be limited to the hours between 8:00 a.m. and midnight seven days per week.

(ii) Theater

Performances at the Theater (Building W-12) shall be permitted between the hours of 8:00 a.m. and midnight seven days per week.

(iii) Performing Arts Center.

The hours of operation at the Performing Arts Center (W-17, W-18, W-18A) shall be between the hours of 8:00 a.m. and 1:00 a.m. seven days per week. Performances and events shall end no later than 11:00 pm. The remaining hours between 11:00 p.m. and 1 a.m. shall be for breakdown of performances and events.

(iv) Events Center

The hours of operation at the Events Center (Building W-01) shall be from 7:00 a.m. to 2:00 a.m. seven days a week. Events shall end no later than midnight, except for New Year's Eve and five (5) other similar events falling on a Friday,

Saturday, or holiday. The remaining hours between midnight and 2 a.m. shall be for breakdown of performances and events.

(v) Music Barn

The hours of operation at the Music Barn (Building W-22) shall be 8:00 a.m. to 1:00 a.m. seven days per week. Performances shall end by 11:00 pm. The hours of performances at the Music Barn may be further restricted based on the noise study in Proffer Number 8 (k). The remaining hours between 11:00 p.m. and 1 a.m. shall be for breakdown of performances and events

(vi) Free-Standing Eating Establishments

Any free-standing Eating Establishments shall be permitted to operate within the hours of 11:00 a.m. to 11:00 p.m. from Sunday through Thursday and 11:00 a.m. to 1:00 a.m. on Friday and Saturday. Other eating establishments or food sales activities shall be limited by the hours of the building in which they are located.

There shall be no "hourly" restrictions on the use and occupancy of structures and facilities by the individual artists and/or staff/employees of the Workhouse.

- (e) Culinary Arts Program. The classes associated with the culinary arts program shall be a part of the school of special education and part of the total enrollment of 450 students. The areas devoted to the culinary arts programs shall include elements such as brewery/wine-making, bakery, creamery and the like. Activities to take place in such areas shall include demonstration and exhibition, classes and accessory sales of produced goods to visitors of the Workhouse. The areas shall not have the characteristics to be deemed an eating establishment or food



production facility and any area devoted to accessory retail sales associated with the culinary arts program shall be limited to 10% of the square footage of the culinary arts area.

- (f) School of Special Education. The school of special education may be located within any building on the property. The maximum daily enrollment of the School of Special Education shall be 450 students with no more than 450 on site at any one time. The Applicant, in association with a University(s), may offer college or university level accredited classes provided the classes are reasonably related to the visual, performing, culinary or literary arts and/or other programming or activity occurring at the Workhouse from time to time. There will be no dorms, dining facilities or similar elements specifically for the university students on the property.
- (g) Energy Star. The appliances utilized in the Artist's Residences (N-1 and N-2), including dishwashers, refrigerators and freezers, and clothes washers shall be Energy Star Certified or an equivalent rating.

7. SCHEDULING OF EVENTS.

(a) Limitations for Certain Venues.

- (i) Except as provided for in Paragraph (b) below, at no time shall scheduled events having a combined total projected attendance or ticket sales of more than 1200 Outside Guests be concurrently scheduled at either the Music Barn (W-22), Theater (W-12), Performing Arts Center (W-17, W-18, W-18B), Events Center (W-01) and/or

common/lawn areas of the Workhouse. For the purpose of these proffers, a scheduled event shall mean a performance, concert, social gathering, conference or similar function whereby attending of an amount or duration above and beyond that associated with other permitted uses is expected. For the purpose of these proffers, "Outside Guests" shall mean those persons attending scheduled events based on tickets available or permitted seating capacity and/or persons "guaranteed" for catering purposes that are not employees, vendors or contractors of the Workhouse, its assigns, or affiliated franchise facilities, or individuals otherwise engaged in technical or production elements of any such scheduled event. The term "concurrently scheduled" shall mean such scheduled events having a published starting or projected ending time within 44 minutes of one another.

(ii) Peak Hour Restrictions. Irrespective 7(a)(i) above and 7(b)(i) below, during weekday (Monday-Friday) peak hour (5:00 pm-7:00 pm) periods, the term "concurrently scheduled" shall mean scheduled events having a published starting or ending time within 119 minutes of one another.

(iii) Monitoring. To confirm compliance with these occupancy requirements, the schedule of starting or ending times for any scheduled events and projected attendance based on tickets sold/distributed, persons "guaranteed" for catering purposes or other similar information shall be furnished to DPZ on request.

(iv) Use of Non-Paved Parking. Any time a total projected attendance of 700 Outside Guests is anticipated, staff shall be available to direct guests and visitors to designated overflow parking areas on the site.

The restrictions above shall not preclude occupancy by any Workhouse facility staff and/or technical professionals for set up, rehearsals and similar purposes.

(b) Special Events.

(i) For the purpose of these proffers, a "Special Event" shall be an event associated with an otherwise Permitted Use that has a number of Outside Guests that exceed the occupancy limitation in 7(a) above. Such events are anticipated to involve numbers of artists, exhibitors, performers and Outside Guests beyond that associated with day to day operation of the Workhouse. A Special Event may also occur over the course of a multi-day period, which shall not exceed three (3) consecutive days.

(ii) During the first five (5) years of operation following the issuance of the first NonRUP, the Applicant reserves the right to schedule up to six (6) so-called "Special Events" per year. The initial Special Event shall be limited to up to 600 outside guests above that otherwise allowed by Proffer 7(a).

(iii) Following the first five (5) years of operation, the number of Special Events may be increased to allow a total of twelve (12) Special Events per year, subject to approval by the County upon a determination that the special events met the applicable County codes, regulations and ordinances, complied with the terms of the agreements in (d) below and that in the judgment of the County, traffic associated with the special event did not result in an unacceptable level of congestion.

(c) Sanitation for Special Events. All such Special Events shall require the provision of additional temporary bathroom facilities or similar sanitation measures as may be required by the Fairfax County Health Department. It shall be the responsibility of the

Applicant to obtain any and all necessary Health Department approvals prior to all such Special Event.

(d) Off-Site Parking for Special Events.

(i) Special Events shall require the provision of off-site parking arrangements sufficient to accommodate those vehicular trips reasonably projected to occur as a result of the Special Event and any regularly scheduled or permitted uses and activities at the Workhouse. Prior to the first Special Event, the Applicant shall provide documentation to the Department of Planning and Zoning, Zoning Administration Division and shall identify: (1) areas reserved, rented or leased for off-site parking, and (2) the nature and/or form of the associated agreement with the off-site land owner, and (3) a description of any proposed shuttle operation to/from the same (collectively, the "Parking Plan"). The amount of off-site parking shall be based, at a minimum, on the number of Outside Guests expected at the first Special Event and may reflect a greater number of Outside Guests, based on anticipated attendance at future events. Such off-site parking arrangements shall be subject to review and approval to confirm the general sufficiency of available on and off-site parking by DPZ in consultation with Fairfax County Department of Public Works and Environmental Services based on historic operational characteristics of the Workhouse, similar local events, or other similar objective and professionally accepted methodology.

(ii) To the extent the number of Outside Guests at future Special Events does not exceed that described in the Parking Plan, no further review of off-site parking shall be required in connection with future Special Events after the approval of the Parking

Plan. In the event subsequent Special Events propose greater numbers of persons then reflected in the Parking Plan, the Parking Plan shall be revised and reviewed as generally outlined in item 7(d)(i) above. Regardless of the need for further parking review, DPZ and FCDOT shall receive thirty (30) days written notice of all scheduled Special Event.

(iii) In the event following any Special Event, the County identifies objective problems concerning the adequacy or availability of off-site parking, additional review in accordance with item 7(d)(i) above shall occur prior to the next scheduled Special Event.

(e) Use of Tents

Tents for outdoor performances or events may be used on the property provided that any one tent is not erected for more than six (6) months or exceeds 5,000 square feet. Fire Marshall approval shall be obtained for the tent(s), if required, and attendance limits as otherwise stated in these proffers shall apply.

8. ENVIRONMENTAL

(a) Stormwater Management.

(i) Stormwater management and associated BMP measures shall be provided in accordance with the Public Facilities Manual (PFM) as determined by DPWES, unless requirements for the same are waived or modified under the appropriate authority given to DPWES. Any required structural detention facilities shall be located in substantial conformance with the locations of water features or areas reserved for the same on the CDPA/FDPA. The Applicant shall locate, design and construct any off-site stormwater



facilities and other adequate outfall improvements for the Property in accordance with the requirements of DPWES.

(ii) The Applicant intends to seek the necessary waivers to provide portions of the required stormwater management on the adjacent FCPA property as generally shown on the CDPA/FDPA. The Applicant shall coordinate the location, design, and construction of those portions of any off-site SWM/BMP facility with the FCPA prior to site plan submission for the facility, and the same shall be subject to review and approval by the FCPA in conjunction with site plan approval. Offsite SWM/BMP facilities constructed by the Applicant shall include any landscaping screening of the facility in addition to that shown on the CDPA/FDPA, maintenance access to the facility, location/screening of proposed outfall structures, and combined outfall as required by the FCPA and DPWES. Such features shall be identified on the appropriate site plan involving any such SWM/BMP facilities submitted to the County and the FCPA. The Applicant further agrees that any excess capacity associated with the proposed off-site facility may be utilized by the FCPA in connection with the development of its property. If for any reason, arrangements for off-site stormwater management area not available, the Applicant reserves the right to locate all of the required stormwater management on-site in substantial conformance with the CDPA/FDPA. Maintenance of any off-site SWM/BMP facility shall be the responsibility of the Applicant.

(iii) Low Impact Development Techniques. The Applicant shall pursue incorporation of low impact development techniques subject to approval by DPWES. Such measures may include, but shall not be limited to, (i) infiltration trenches, (ii) rain gardens, (iii) rain cisterns, (iv) permeable paving or gravel in select locations. To

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increase public awareness of such measures, a narrative and/or pictorial description of any approved low impact development techniques shall be displayed within the Prison Museum or other alternative location suitable for public viewing.

(b) Landscaping.

Landscaping of the parking areas, internal streets, the SWM ponds, and the periphery of the property shall be provided in substantial conformance with the landscaping concepts generally shown on the CDPA/FDPA, subject to changes to reflect Low Impact Development Techniques if such changes are in substantial conformance with landscaping shown on the CDPA/FDPA and shall be subject to review and approval of the Urban Forestry Management Division (UFMD).

(c) Adherence to Limits of Clearing and Grading.

The limits of clearing and grading shall be generally consistent with that shown on the CDPA/FDPA. The Site/subdivision plan shall clearly identify these areas as shown on the CDPA/FDPA. As part of future site plans, the applicant shall provide management practices for the protection of understory plant materials, leaf litter and soil conditions found in areas to be left undisturbed, subject to the approval of the UFMD. The applicant shall actively monitor the site to ensure that inappropriate activities such as the storage of construction materials, dumping of construction debris, and traffic by construction equipment and personnel do not occur within these areas. The applicant shall restore understory plant materials, leaf litter and soil conditions to the satisfaction of UFMD if these are found to be damaged, removed or altered in manner not allowed in writing by the UFMD.

If it becomes necessary to install utilities determined necessary by DPWES within areas to be left undisturbed, they shall be located and installed in the least disruptive manner possible as determined by UFMD in coordination with the Environmental and Site Review Division, DPWES. In addition, the applicant shall develop and implement a replanting plan for the portions of protected areas disturbed for utility installation taking into account planting restrictions imposed by utility easement agreements.

Any work occurring in or adjacent to the areas to be left undisturbed, such as root pruning, installation of tree protection fencing and silt control devices, removal of trash, or plant debris, or extraction of trees designated to be removed shall be performed in a manner that minimizes damage to any tree, shrub, herbaceous, or vine plant species that grows in the lower canopy environment; and minimizes impacts to the existing top soil and leaf litter layers that provide nourishment and protection to that vegetation, all as approved by UFMD. The use of power equipment in these areas shall be limited to small hand-operated equipment such as chainsaws. Any work that requires the use of larger motorized equipment such as, but not limited to, tree transplanting spades, skid loaders, tractors, trucks, stump-grinders, or any accessory or attachment connected to such equipment shall not occur unless reviewed and approved in writing by UFMD.

(d) Root Pruning and Mulching.

The applicant shall (1) root prune the roots of trees to be preserved that may be damaged during clearing, demolition, grade changes, utility installation and/or the



installation of retaining walls; (2) mulch to a minimum depth of 3 inches within the areas to be left undisturbed where soil conditions are poor, lacking leaf litter or prone to soil erosion; and then (3) provide tree protection fencing approved by the UFMD, where deemed necessary by UFMD. The areas that will be root pruned and mulched shall be clearly identified on the Tree Preservation Plan. All treatments for such trees and vegetation shall be clearly specified, labeled, and detailed on any erosion and sediment control sheets and demolition plan sheets of the site plan submission. The details for these treatments shall be included in the Tree Preservation Plan and shall be subject to the review and approved of UFMD.

All root pruning and mulching work shall be performed in a manner that protects adjacent trees and vegetation that are required to be preserved and may include, but not be limited to, the following:

- Root pruning shall be done with a trencher or vibratory plow to a depth of 18 inches.
- Root pruning shall take place prior to any clearing and grading and/or demolition of structures.
- Root pruning shall not sever or significantly damage structural or compression roots in a manner that may compromise the structural integrity of trees or the ability of the root system to provide anchorage for the above ground portions of the trees.
- Root pruning shall be conducted with the on-site supervision of a certified arborist.
- Tree protection fencing shall be installed immediately after root pruning, and shall be positioned directly in the root pruning trench and backfilled for stability, or just outside the trench within the disturbed area.

- Immediately after the phase II E&S activities are complete, mulch shall be applied at a depth of 3 inches within designated areas without the use of motorized equipment
- Mulch shall consist of (specify mulch type) wood chips, shredded hardwood and/or pine bark mulch. Hay or straw mulch shall not be used within tree preservation areas. UFMD, DPWES shall be informed in writing when all root pruning and tree protection fence installation is complete.

(e) Tree Protection Fencing.

All individual trees to be preserved/conserved and all areas designated to be left undisturbed shall be protected by tree protection fencing and signage as set forth below. Tree protection fencing shall be erected at the drip line of individual trees to be preserved and at the limits of clearing and grading, and shall be shown on the demolition and phase II erosion and sediment control sheets. Tree protection fencing may consist of four foot high, 14 gauge welded wire attached to 6 foot steel posts driven 18 inches into the ground and placed no further than 10 feet apart (see attached detail); or, super silt fence as may be approved by UFMD to the extent that required trenching for super silt fence does not sever or wound compression roots which can lead to structural failure and/or uprooting of trees.

All tree protection fencing shall be installed prior to Phase II clearing and grading activities, including the demolition of any existing structures. The installation of all tree protection fencing shall be performed under the supervision of a certified arborist or landscape architect and accomplished in a manner that does not harm existing vegetation that is required to be preserved/conserved. At least three days prior to the

commencement of any clearing, grading, or demolition activities and prior to the installation of tree protection fencing, UFMD and the District Supervisor shall be notified in writing and given the opportunity to inspect the site to assure that all individual trees to be preserved and all areas to be left undisturbed have been correctly delineated. UFMD shall provide written notice to the applicant as to whether or not the areas have been delineated correctly. If it is determined by UFMD that the areas are not delineated correctly, no grading or construction activities shall occur on the subject property until the delineation is corrected and field verified by UFMD.

The applicant shall provide signs that identify and help protect all areas to be left undisturbed. These signs will be highly visible, posted in appropriate locations along the limits of clearing and grading, and attached to the tree protection fencing. Under no circumstances will the signs be nailed or in any manner attached to the trees or vegetation within the areas to be left undisturbed.

(f) Tree Preservation Walk-Through

The applicant shall retain the services of a certified arborist or landscape architect and shall have the limits of clearing and grading marked with a continuous line of flagging prior to the pre-construction meeting. Prior to commencement of any land disturbing activities, the applicant's certified arborist or landscape architect shall walk the limits of clearing and grading with a representative from the UFMD, to determine where adjustments to the clearing limits can be made to increase the size of the area to be left undisturbed, and to increase the survivability of trees to be conserved or preserved that occur along the edge of the limits of clearing and grading, and/or identify hazardous trees

that need to be removed. Any adjustments agreed to by the applicant and UFMD shall be agreed upon and memorialized in writing by both the applicant and UFMD before any such adjustments are implemented, and such adjustments shall be implemented. Trees to be removed shall be tagged in the field. Trees that are identified in writing by an authorized representative of UFMD as dead or dying may be removed as part of the clearing operation. Any tree that is so identified shall be removed using a chain saw and such removal shall be accomplished in a manner that avoids damage to surrounding trees and associated understory vegetation. If a stump must be removed, this shall be done using a stump grinding machine in a manner causing as little disturbance as possible to the adjacent trees and associated understory vegetation and soil conditions.

(g) Site Monitoring

At all times during the installation of tree protection fencing and during any clearing or removal of trees, vegetation, or structures, or transplanting of trees or vegetation on the site, or other similar activities, a representative of the applicant who is a certified arborist or landscape architect shall be present to monitor the process and ensure that the activities are conducted in accordance with the proffers and as approved by the UFMD. The monitoring schedule shall be described and detailed in the Tree Preservation Plan and shall be reviewed and approved in writing by UFMD.

(h) Tree Preservation

At the time of site plan review for the respective portions of the site, the applicant shall submit a tree survey that identifies the trunk location, species, size, crown spread and condition analysis rating for all individual and groups of trees shown on the CDPA/FDPA to be preserved, as well as all on and off-site trees, living or dead with

trunks 6 inches in diameter and greater (measured at 4 ½ feet from the base of the trunk or as otherwise allowed in the 9th edition of the Guide for Plant Appraisal published by the International Society of Arboriculture) located within 25 feet of the approved limits of clearing and grading shall also be submitted for review by the UFMD.

(i) Protection and Preservation of White Oaks

Safeguards, as depicted on the CDPA/FDPA, shall be implemented during construction of the restaurant(s) in order to avoid or minimize disturbance to the two specimen white oak trees on the north side of the water line easement near the location of the restaurants. The grading plan shall reflect no future grading within the dripline of those trees beyond that shown on the CDPA/FDPA.

(j) Lighting.

All light fixtures shall be in conformance with the provisions of Part 9 of Article 14, Outdoor Lighting Standards. The maximum height of light standards used in the parking lots shall be 24 feet. The types and locations of all light fixtures shall be subject to the review and approval of the ARB. The location and type of all light fixtures shall be identified on the plans forwarded to the ARB in accordance with Proffer 3, Architectural Review, Paragraph (a).

(k) Noise Mitigation for Music Barn.

(i) Prior to the issuance of a Building Permit for the Music Barn (W-22), the Applicant shall demonstrate through a noise impact study reviewed and approved by DPWES and DPZ (herein the Noise Study) that noise impacts, at the periphery of the property, generated by the indoor and outdoor events at the Music Barn, based on the



nature, type and size of events proposed, can be mitigated to the levels prescribed by the Zoning Ordinance, the Comprehensive Plan and/or the County Code through the appropriate combination of structural and operational requirements. Once the Noise Study is approved, the Applicant shall adhere to the operational and mitigation requirements of the same. Nothing herein shall preclude the Applicant from preparing a subsequent Noise Study to reflect changes to the nature, type and size of events and proposed mitigation measures from that reflected in the approved Noise Study. Any subsequent Noise Study shall also be subject to review and approval by DPWES and DPZ.

(ii) Interior Noise Mitigation for Residential Uses. In order to mitigate interior noise to DNL 45dBA, each dwelling shall have the following acoustical attributes: (1) exterior walls shall have a laboratory sound transmission class (STC) rating of at least 39; (2) doors (excluding garage doors) and windows shall have an STC rating of at least 28. If glazing (excluding garage doors) constitutes more than 30% of any facade, then such windows shall have the same STC rating as the facade; and (3) materials to seal and caulk between surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission. Any units requiring mitigation shall be identified on the site plan. Compliance with these building material standards will be demonstrated by the Applicant, to the satisfaction of DPWES, prior to the issuance of building permits for the units.

(l) The Applicant shall include a LEED®-accredited professional as a member of the design team who will work with the team to explore and potentially incorporate sustainable design elements and innovative technologies into the construction of building

N-3, N-4 and N-5. At the time of site plan submission, the Applicant will provide documentation to the Environment and Development Review Branch of DPZ demonstrating compliance with the commitment to engage such a professional. The Applicant will include, as part of the site plan submission and building plan submission for the restaurants (N-3 and N-4) and the maintenance office (N-5), a summary report of such elements and technologies which may include, but shall not be limited to: construction waste diversion, use of recycled materials, use of regional materials, outdoor air delivery monitoring and controllability of systems, use of low emitting materials such as sealants, paints, carpets, etc., use of native and drought-tolerant plants for landscaping around the buildings, and provision of bicycle racks.

9. RECREATION

(a) Parks and Recreation Contribution. The Applicant shall expend the sum of nine hundred fifty-five dollars (\$955.00) per approved dwelling unit within the Artists Colony for onsite recreation facilities. Such recreational facilities (e.g. gazebos, croquet lawns, bocce courts, badminton courts, sitting areas or similar amenities, and trails providing connections to the Greenway and to County-Wide trails) that do not require fully enclosed structures may be provided within any open space area that is proximate to the Artists Colony without the requirement of a CDPA/FDPA or a proffered condition amendment provided that such are determined to be in substantial conformance with the CDPA/FDPA and are subject to the approval of the ARB as required by these proffers. The balance of any funds not expended onsite, if any, or on the construction of offsite

trails (excluding the Laurel Hill Greenway), shall be provided to the FCPA for recreation facilities in the vicinity.

(b) Use of Ballfield.

(i) The ballfield identified on the CDPA/FDPA shall be the subject of a "sublease" or similar arrangement whereby the FCPA, or its designee is given, rights for access to and programming of the ballfield for practice and routinely scheduled games, along with proportional maintenance obligations based on the amount and nature of use by the FCPA or its designee. Other than these maintenance obligations, such rights shall be given to the FCPA at no cost.

(ii) No "tournament type" activity may be scheduled without permission from the Applicant.

(iii) To prevent conflict with Workhouse activities and special events, specific timing and days of use shall be coordinated between the Applicant and the FCPA or its designee on a semi-annual basis, or more frequently if warranted.

(iv) During Special Events, which are to be identified on a semi-annual basis, the Applicant reserves the right to limit use of the ballfield.

(v) To the extent possible, the ballfield shall remain open for play during construction activity.

(c) Laurel Hill Greenway.



(i) The Applicant shall design, permit and construct, or cause to be constructed, the Laurel Hill Greenway and trail as generally shown on the CDPA/FDPA. The trail shall ultimately be field located in consultation with FCPA Staff and as a result, minor modifications from the configuration shown on the CDPA/FDPA may occur as needed to address topographic or other functional considerations.

(ii) The Laurel Hill Greenway improvements shall coincide with the construction by others of the adjacent portion or portions of the Greenway not addressed in this proffer as obligations of the Applicant, but in no event shall the improvements be constructed later than June 30, 2015.

(iii) The Applicant shall coordinate with the FCPA on the design of the trail in the Laurel Hill Greenway prior to site plan submission for areas of the property involving the trail. The trail shall be typically fourteen (14) feet. As a guideline, approximately ten (10) feet of the trail width is to be surfaced with asphalt, and approximately four (4) feet of the trail width is to be surfaced with stone dust as may be modified as a more detailed plan is designed by the FCPA. The landscaping, trail width, surface materials, and location shall be shown on the Site Plan associated with Phase 3 or such earlier version as may be necessitated by the phasing requirements of these proffer conditions.. The trail is to be maintained by others.

(iv) All improvements to the site within seventy-five (75) feet of the Greenway shall be reviewed and approved by the FCPA, which approval shall not preclude the improvements shown on the CDPA/FDPA.

10. TRANSPORTATION

(a) Interim Lorton Road Improvements. If the eastern (or second) Lorton Road entrance is constructed prior to the improvement of Lorton Road to a four-lane divided facility, the Applicant shall construct interim left and right turn lanes at the easternmost entrance and shall design the entrance in consultation with FCDOT in such a way as to minimize future changes once the final vertical elevation of Lorton Road is determined. The design and configuration of such turn lanes shall be subject to review and approval by VDOT and DPWES.

(b) Access to Non-Paved Parking. Vehicular access to the parking areas labeled as "unpaved parking" and located south and east of the ball field may be provided via a gravel driveway or similar "pervious" material to include grasscrete or similar products from paved travel ways. The location of the access is subject to approval by DPWES. The Applicant further reserves the right to install walkways to provide pedestrian access from on-site overflow areas to the Workhouse.

(c) Access to Northern Virginia Regional Park to the south. Prior to the issuance of the Non-RUP for any venue or combination of venues for which seating or capacity exceeds 620 persons, an additional access point connecting to the entrance road to Occoquan Regional Park shall be constructed, provided that any necessary approvals are obtained from the property owner. It is noted that notwithstanding that shown on the CDPA/FDPA, the intersection shall be designed with the park entrance aligning as a T-intersection into the Lorton Arts driveway unless a different alignment is determined to be appropriate per FCDOT and VDOT. The Applicant shall coordinate with the UFMD to ensure the least amount of vegetative disturbance as possible.

(d) Easternmost Access Point to Lorton Road. Prior to the issuance of the Non-RUP for any venue or combination of venues for which seating or capacity exceeds 1000 persons, the easternmost access point to Lorton Road, as shown on the CDPA/FDPA, shall be constructed. At this time, the westernmost entrance on Lorton Road shall be converted to right-in, right-out only.

11. WATER LINE

Lorton Arts Foundation shall continue to dialogue with the Fairfax County Water Authority (FCWA) regarding the relocation of the water line on site. Either Lorton Arts Foundation shall move the water line or shall fund the relocation to be completed by FCWA, unless a different resolution is agreed upon by FCWA. If relocating the water line is the resolution, no building permits for new construction shall be issued until either relocation of the water line has commenced or funds have been transmitted to FCWA for such relocation. New construction shall not be construed to mean renovations to existing buildings. Lorton Arts Foundation shall vacate the existing water line easement, if necessary.

Signatures to follow on next page

LORTON ARTS FOUNDATION, INC.  
(Applicant/Lessee of Tax Map No. 106-4-((1)) 58

By: Sharon L. Mason  
Name: Sharon L. Mason  
Title: Executive Director

FAIRFAX COUNTY BOARD OF SUPERVISORS,  
a body corporate and politic  
(Title Owner/Lessor of Tax Map No. 106-4-((1)) 58.

By: Anthony H. Griffin  
Name: ANTHONY H. GRIFFIN  
Title: COUNTY EXECUTIVE

Board Agenda Item  
October 30, 2018

10:20 a.m.

Matters Presented by Board Members

11:10 a.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
  - 1. *Andrew Cooper, et al. v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2018-0012818 (Fx. Co. Cir. Ct.)
  - 2. *Romina Gentica Farkas v. Fairfax County Department of Family Services*; Record No. 2042-17-4 (Va. Ct. App.)
  - 3. *Randon Millir v. Virginia Department of Social Services and Fairfax County Department of Family Services*, Case No. CL-2018-0013656 (Fx. Co. Cir. Ct.)
  - 4. *Zhihua He v. George Robbins*, Case No. CL-2018-0011920 (Fx. Co. Cir. Ct.)
  - 5. *Robert Lee v. PFC C.M. Lincoln*, Case No.: GV17-015635 (Fx. Co. Gen. Dist. Ct.)
  - 6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kiet Tuan Nguyen and Jenny Nguyen*, Case No. GV18-020123 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
  - 7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Arthur B. Hough and Anita S. Hough*, Case No. GV18-009878 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
  - 8. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Nicholas A. Nikzad and Pamela L. Nikzad*, Case No. GV18-019772 (Fx. Co. Gen. Dist. Ct.) (Town of Vienna; Hunter Mill District)
  - 9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ragheb Aburish*, Case No. CL-2017-0015519 (Fx. Co. Cir. Ct.) (Mason District)
  - 10. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Jonathan Clark and Carolyn Clark*, Case No. CL-2017-0016073 (Fx. Co. Cir. Ct.) (Mason District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jean Marie Maria*, Case No. CL-2018-0014161 (Fx. Co. Cir. Ct.) (Mason District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rockley L. Miller and Susan B. Miller*, Case No. CL-2017-0010524 (Fx. Co. Cir. Ct.) (Mason District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Hugh Weathers and Phillip Weathers*, Case No. CL-2018-0014154 (Fx. Co. Cir. Ct.) (Mount Vernon District)
14. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County v. Hua Xu, a/k/a Eileen Hua Xu*, Case No. CL-2017-0014132 (Fx. Co. Cir. Ct.) (Mount Vernon District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard L. McEntee and Virginia L. McEntee*, Case No. GV18-014956 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. New Horizon Food, Inc., Sana U. Choudhry, and Shaquia S. Choudhry*, Case No. GV18-018969 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
17. *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)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Frank A. March*, Case No. GV18-020124 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
19. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia, and Leslie B. Johnson, Fairfax County Zoning Administrator v. Chom Sun Cholihan and Sidney Harris*, Case No. CL-2017-0009711 (Fx. Co. Cir. Ct.) (Sully District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Wilfred Ibanez and Teresa Ibanez*, Case No. CL-2018-0008401 (Fx. Co. Cir. Ct.) (Sully District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Zachary L. Faley and Maureen E. Faley*, Case No. GV18-019809 (Fx. Co. Gen. Dist. Ct.) (Sully District)
22. *Board of Supervisors of Fairfax County v. Cava Development, LLC*, Case No. GV18-020696 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

Board Agenda Item  
October 30, 2018

3:30 p.m.

Public Hearing on RZ 2017-DR-023 (Tradition Homes, LLC) to Rezone from R-1 to R-3 to Permit Residential Development with a Total Density of 2.26 Dwelling Units Per Acre, Located on Approximately 5.76 Acres of Land (Dranesville District)

This property is located on the E. side of Dranesville Road approximately 960 feet S. of its intersection with Wiehle Avenue. Tax Map 10-2 ((1)) 5.

PLANNING COMMISSION RECOMMENDATION:

On September 20, 2018, the Planning Commission voted 10-0-1 (Commissioner Niedzielski-Eichner abstained from the vote and Commissioner Strandlie was absent from the meeting) to recommend to the Board of Supervisors approval of RZ 2017-DR-023 subject to the execution of proffered conditions consistent with those dated September 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)  
Jay Rodenbeck, Planner, DPZ



Board Agenda Item  
October 30, 2018

3:30 p.m.

Public Hearing on SEA 97-Y-050 (Arlington Fairfax Chapter, Inc. of the Izaak Walton League of America) to Amend SE 97-Y-050 Previously Approved for a Private Club and Public Benefit Associations to Add Land Area and to Modify Site Design and Development Conditions, Located on Approximately 110.56 Acres of Land Zoned R-C, R-2 and WS (Sully District)

This property is located at 14620 and 14708 Mount Olive Road, Centreville, 20122. Tax Map 64-2 ((1)) 20 and 65-1 ((1)) 25B

PLANNING COMMISSION RECOMMENDATION:

On October 11, 2018, the Planning Commission voted 11-0 (Commissioner Strandlie was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 97-Y-050, subject to the development conditions dated September 25, 2018;
- Approval of a waiver of Paragraph 2 of Section 17-201 of the Zoning Ordinance (ZO) to require a major regional paved trail requirement on I-66;
- Approval of a waiver of Paragraph 4 of Section 13-304 of the ZO to waive the barrier requirement for the southeastern and northeastern boundaries in favor of existing vegetation as depicted on the SEA Plat;
- Approval of a modification of Paragraph 2 of Section 17-201 of the ZO for construction of a major paved trail along Mount Olive Road in favor of an option to construct or escrow funds with Fairfax County equivalent to the construction costs when the education and training facility is implemented, as conditioned; and
- Approval of a modification of the transitional screening requirement in Paragraph 3B of Section 13-303 of the ZO in favor of the existing vegetation as shown on the SEA Plat along the southwestern, southeastern, and northeastern boundaries.

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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)  
Zach Fountain, Planner, DPZ

**To be Deferred**

Board Agenda Item  
October 30, 2018

3:30 p.m.

Public Hearing on PRC B-846-05 (Woodfield Acquisitions, LLC) to Amend the PRC Plan Associated with RZ-B-846 to Permit High Density Residential Development on a Portion of the Site with Existing Office to Remain at a Density of 46.9 Dwelling Units Per Acre and an Overall Floor Area Ratio of 1.30. Located on Approximately 6.56 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with PCA-B-846-04 and DPA-HM-117-03)

and

Public Hearing on PCA-B-846-04 (Woodfield Acquisitions, LLC) to Amend the Proffers for RZ-B-846 Previously Approved for Office to Permit Residential Development on a Portion of the Site with the Existing Office to Remain at a Density of 46.9 Dwelling Units Per Acre and an Overall Floor Area Ratio of 1.30 and Associated Modifications to Proffers and Site Design, Located on Approximately 6.56 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with DPA-HM-117-03 and PRC-B-846-05)

and

Public Hearing on DPA-HM-117-03 (Woodfield Acquisitions, LLC) to Permit the Third Amendment of the Development Plan for DP-117 to Permit Residential Development on a Portion of the Site and Office to Remain at a Density of 46.9 Dwelling Units Per Acre and Overall Floor Area Ratio of 1.30 and Associated Modifications to Site Design, Located on Approximately 6.56 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with PCA-B-846-04 and PRC-B-846-05)

This property is located on the S. side of Dulles Airport Access and Toll Road at the terminus of Roland Clarke Place approximately 336 feet N. of its intersection with Sunrise Valley Drive. Tax Map 17-4 ((14)) (1A) 2 and 3.

This property is located on the S. side of Dulles Airport Access and Toll Road at the terminus of Roland Clarke Place approximately 336 feet N. of its intersection with Sunrise Valley Drive. Tax Map 17-4 ((14)) (1A) 2 and 3.

**To be Deferred**

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This property is located on the S. side of Dulles Airport Access and Toll Road at the terminus of Roland Clarke Place approximately 336 feet N. of its intersection with Sunrise Valley Drive. Tax Map 17-4 ((14)) (1A) 2 and 3.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission public hearing was held on October 11, 2018, the decision was deferred to November 1, 2018. The Commission's recommendation will be forwarded subsequent to the public hearing.

**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)  
Mary Ann Tsai, Planner, DPZ

**To be Deferred**

Board Agenda Item  
October 30, 2018

3:30 p.m.

Public Hearing on PCA 2002-LE-005 (Alwadi, LLC) to Amend the Proffers for RZ-2002-LE-005 Previously Approved for Commercial Development to Permit a Shopping Center and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.18, Located on Approximately 1.23 Acres of Land Zoned C-8, CRD and HC (Lee District)

This property is located on the N. side of Richmond Highway approximately 500 feet E. of Martha Street. Tax Map 101-4 ((1)) 11A and 12.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing will be held on November 29, 2018. The Commission's recommendation will be forwarded subsequent to the public hearing.

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)  
Harold Ellis, Planner, DPZ

Board Agenda Item  
October 30, 2018

4:00 p.m.

Public Hearing on SE 2017-DR-027 (Peter J. Fitzgerald, Jr.) to Permit a Cluster Subdivision and a Waiver of Minimum District Size, Located on Approximately 5.39 Acres of Land Zoned R-1 (Dranesville District)

This property is located at 7327 Georgetown Pike, McLean, 22102. Tax Map 21-3 ((1)) 23 and 23A; 021-3 ((16)) A, 1 and 2.

PLANNING COMMISSION RECOMMENDATION:

On September 27, 2018, the Planning Commission voted 9-0-1 (Commissioners Migliaccio and Clarke were absent from the meeting and Commissioner Strandlie abstained as she was not present for the public hearing) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2017-DR-027, subject to the development conditions dated September 7, 2018;
- Approval of a waiver of Paragraph 1 of Section 3-106 of the Zoning Ordinance to allow a minimum district size of 5.39 acres; and
- Approval of modification of Section 17-201 of the Zoning Ordinance, to permit a minor paved trail along Saigon Road as shown on the Special Exception Plat in place of any trails and bike trails shown for the subject property on the Comprehensive Plan.

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)  
Bob Katai, Planner, DPZ

Board Agenda Item  
October 30, 2018

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2017-CW-6CP, Non-Office Building Repurposing

ISSUE:

Plan Amendment (PA) 2017-CW-6CP proposes to amend Appendix 13 of the Land Use element of the Policy Plan (“Guidelines for Office Building Repurposing”) to include Plan flexibility for the repurposing of existing non-office commercial structures, such as retail uses, to compatible alternative commercial, service, office, light industrial, governmental or institutional uses. Additional minor edits to the Policy Plan are proposed to integrate consideration of non-office commercial building repurposing into adopted county policies, where applicable.

PLANNING COMMISSION RECOMMENDATION:

On September 27, 2018, the Planning Commission voted 10-0 (Commissioners Migliaccio and Clarke were absent from the public hearing) to recommend that the Board of Supervisors adopt the staff recommendation presented on pages 15 to 21 of the staff report for PA 2017-CW-6CP, dated September 13, 2018. The recommendation supports amending Appendix 13 of the Land Use element of the Policy Plan to include Plan flexibility for the repurposing of existing non-office commercial structures, such as retail uses, to compatible alternative commercial, service, office, light industrial, governmental or institutional uses and modifying associated Policy Plan guidance.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – September 27, 2018  
Board of Supervisors’ public hearing – October 30, 2018

BACKGROUND:

On December 5, 2017, the Board of Supervisors authorized PA 2017-CW-6CP as a follow-on motion to the approval of the Office Building Repurposing PA 2016-CW-4CP, which established guidance in the Policy Plan portion of the Comprehensive Plan (the Plan) to facilitate repurposing of vacant, partially vacant, or underutilized existing office

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buildings to other uses. The Board of Supervisors directed staff to evaluate the need for similar Plan flexibility to support the repurposing of vacant non-office structures in the county.

Following the authorization, staff confirmed that a narrower focus on retail and other commercial structures should be pursued that would respond to concerns that retail and related commercial markets will undergo significant changes in coming years, which may lead to vacancy issues in retail structures. The proposed Plan amendment would add Plan flexibility to enable existing policies to be responsive to changes in the retail market.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt, dated September 27, 2018, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2018%20verbatim/verbatim92718pa2017-cw-6cpnon-officebuildingrepurposing.pdf>

The Staff Report for PA 2017-CW-6CP has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-zoning/sites/planning-zoning/files/assets/documents/compplanamend/nonofficebuildingrepurposing/2017-cw-6cp.pdf>

STAFF:

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

Marianne R. Gardner, Director, Planning Division (PD), DPZ

Meghan Van Dam, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPZ

Michael Lynskey, Planner II, PPDB, PD, DPZ



Board Agenda Item  
October 30, 2018

4:30 p.m.

Public Hearing on PCA 84-P-007-04 (Centerpointe [Fairfax] Holdings, LLC) to Amend the Proffers, Conceptual Development Plan for RZ 84-P-007 Previously Approved for Office Use to Permit Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 1.54, Located on Approximately 6.55 Acres of Land Zoned PDC, WS and HC (Springfield District)

This property is located on the N. and W. side of Legato Road and E. side of West Ox Road. Tax Map 46-3 ((1)) 41B and 41C.

PLANNING COMMISSION RECOMMENDATION:

On October 18, 2018, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of PCA 84-P-007-04, subject to the execution of proffered conditions consistent with those dated September 26, 2018 and contained in Appendix 1 of the staff report; and
- Vacation of the parking reduction for Centrepointe Fairfax Holdings LLC, approved on June 29, 1987.

In a related action, on October 18, 2018, the Planning Commission voted 12-0 to approve FDPA 84-P-007-05 subject to the development conditions dated October 3, 2018 and contained in Appendix 2 of the staff report and subject to the Board of Supervisors' approval of PCA 84-P-007-04.

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)  
Jay Rodenbeck, Planner, DPZ

**CANCELLED**

Board Agenda Item  
October 30, 2018

4:30 p.m. -

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Zoning for Wireless Telecommunications Infrastructure

ISSUE:

The proposed amendment is on the 2018 Zoning Ordinance Amendment Work Program and is in response to House Bill 1258 and Senate Bill 405, which were adopted by the 2018 Virginia General Assembly with an effective date of July 1, 2018. The new legislation allows localities to issue zoning permits for certain types of wireless telecommunication facilities while prohibiting localities from requiring special exception approval for such facilities. The proposed amendment would implement House Bill 1258 and Senate Bill 405.

PLANNING COMMISSION RECOMMENDATION:

At the Planning Commission meeting on September 20, 2018, the Planning Commission deferred its public hearing until October 18, 2018. The Planning Commission recommendation will be provided under separate cover at or before the October 30, 2018, Board's public hearing.

RECOMMENDATION:

The County Executive will provide a recommendation at or before the October 30, 2018, Board's public hearing on this matter, pending a recommendation from the Planning Commission.

TIMING:

Board of Supervisors' authorization to advertise - July 31, 2018; Planning Commission public hearing – was deferred to October 28, 2018, at the September 20, 2018 Planning Commission meeting; Board of Supervisors' public hearing was deferred to October 30, 2018 at 4:30 p.m., at the September 25, 2018 Board of Supervisors meeting. At the October 16, 2018 Board meeting, the Board of Supervisors withdrew the pending Zoning Ordinance amendment regarding Zoning for Wireless Telecommunications Infrastructure, directed staff to review and revise the amendment, and bring the revised amendment to the Board for authorization to advertise. As a result of this motion, the scheduled public hearings on the pending amendment were cancelled.

**CANCELLED**

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**BACKGROUND:**

On July 1, 2018, new wireless telecommunications legislation took effect after the 2018 Virginia General Assembly adopted House Bill 1258 and Senate Bill 405. Virginia Code § 15.2-2316.3 now defines the term “administrative review-eligible project” (AREP) to include two types of projects: (1) the installation or construction of a new structure that is not more than 50 feet in height (and meets all other applicable criteria); and (2) the co-location on an existing structure of a wireless facility that is not a small cell facility. Virginia Code § 15.2-2316.4:1 prohibits localities from requiring a special exception for AREPs, but it allows localities to require administrative review for the issuance of a zoning permit for those projects. The legislation allows localities to continue requiring a special exception for projects that do not qualify as AREPs or small cell facilities, subject to limits on localities’ ability to require certain information or to disapprove applications for certain reasons.

Until the legislation took effect on July 1, co-locations that fell within the by-right limitations in Sect. 2-514 of the Fairfax County Zoning Ordinance were processed without a zoning permit. Co-locations were subject to § 15.2-2232 of the *Code of Virginia* and required a Planning Commission feature-shown review under the Comprehensive Plan and a \$750 feature-shown application fee (unless they qualified for review under Section 6409 of the Spectrum Act, in which they were subject only to a \$500 Sect. 6409 application fee). All new monopoles and towers, regardless of height, and other co-locations, which did not meet the Sect. 2-514 standards (or the Sect. 6409 criteria), were subject to special exception approval by the Board, with a \$16,375 application fee, and a 2232 Review by the Planning Commission. The special exception and 2232 Review were processed simultaneously and there was no separate 2232 review application fee.

With the new legislation, co-locations of non-small cell facilities on existing structures and the installation of qualifying new structures up to 50 feet in height can no longer require special exception approval, but the County could require a permit for AREPs with a \$500 application fee. The County may also continue to require special exception approval for other projects subject to an application fee that does not exceed actual direct costs. Since no change was made to § 15.2-2232, a “2232 review” would still be required.

To harmonize the County’s regulatory framework with the new legislation, the Board of Supervisors on July 31, 2018, adopted a combined 2232/zoning permit for all AREPs with a fee of \$500. AREPs are now processed administratively without a public hearing and are subject to review criteria that determines whether a permit can be approved.

**CANCELLED**

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These objective criteria are based on existing guidelines in the Comprehensive Plan and Sect. 2-514 of the Zoning Ordinance and include reasonable requirements for the presentation and appearance of projects. The proposed amendment would codify the new AREP review criteria and fee.

The proposed Zoning Ordinance Amendment would implement the new wireless telecommunication legislation, and would codify the new combined 2232/zoning permit requirement for all AREPs. The proposed amendment, among other things, would:

- (1) Add new wireless-related definitions that are consistent with Virginia Code § 15.2-2316.3.
- (2) Revise Sect. 2-514 to:
  - a) Delete provisions that have been superseded by the new legislation and delete replacement pole provisions with an option to include new replacement pole provisions.
  - b) Require Zoning Administrator approval of an AREP to include (i) certain new structures that do not exceed 50 feet in height and (ii) co-location on existing structures of non-small cell facilities, subject to limitations.
  - c) Add new structure limitations. Specifically:
    - i) New structures may not exceed 50 feet in height, provided that such structures with attached wireless facilities may not extend more than 10 feet above the tallest existing utility pole within 500 feet of the new structure within the same public right-of-way (ROW) or within the existing line of utility poles and may not be located within any Historic District.
    - ii) New structures must be designed to support small cell facilities and be constructed of materials and colors that closely replicate or match existing utility poles within the same ROW or line of poles.
    - iii) Associated equipment, wires, cables and conduits mounted on the new structure must be designed to minimize visual impact through the use of matching materials or colors or by requiring any cables or wires to be completely enclosed within a cabinet or structure, .and by minimizing the distance these facilities may extend from the structure
    - iv) Property owner consent must be provided.
    - v) New structures are subject to the undergrounding restriction in Par. (2)f below.

**CANCELLED**

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- vi) A minimum distance of 300 feet must be provided between the new structure and other wireless support structures and associated wireless facilities, except where this requirement would result in a prohibition on the provision of personal wireless service. (This provision was advertised with a range of 200 to 500 feet).
- d) Add new co-location limitations. Specifically:
  - i) Antennas and associated mounting must be fully enclosed, flush mounted, or fully screened.
  - ii) When located on the existing structure, equipment cabinets must be fully enclosed in an existing structure or designed to match or blend with the structure on which it is located.
  - iii) As an option, co-location may occur on a replacement utility pole or light pole, provided that the replacement pole is located within a 6 foot perimeter of the existing pole, and the replacement pole meets specified maximum height and diameter limitations. (The amendment was advertised flexibility to allow the Board to delete the replacement pole paragraph).
  - iv) Consent from the existing structure owner must be provided.
- e) Limit ground-mounted equipment associated with an AREP to one equipment cabinet or structure per provider with height, size, location and screening limitations for such equipment.
- f) Allow the Zoning Administrator to disapprove an application for a new structure if proposed to be located in an area where the Comprehensive Plan encourages undergrounding of public utilities and (a) the Comprehensive Plan objective pre-existed at least 3 months prior to the submission of the application; (b) co-location on existing structures in that area is still allowed; (c) replacement structures are still allowed; (d) disapproval does not unreasonably discriminate or prohibit the provision of personal wireless service; and (e) any new structure may not have above-ground wiring or cables connecting to electricity or facilities on other structures. (The Board may adopt text making the Zoning Administrator's disapproval of such an application mandatory, or it may eliminate this undergrounding requirement entirely.)
- g) Allow wireless telecommunication hub sites to locate in all C Districts, I-1 through I-6 Districts, commercial areas of P districts, and in all R district on lots that are not vacant, open space, or are residentially developed.

**CANCELLED**

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h) Clarify that new structures that are not AREPs are Standard Process Projects under § 15.2-2316.3 and require special exception approval by the Board.

(6) Replace all references to mobile and land based telecommunication facilities with references to wireless facilities.

As of July 1, localities may charge a reasonable fee for AREP applications not to exceed \$500. On July 31, 2018, the Board established a \$500 AREP application fee with the adoption of a Board item. The proposed amendment carries forward the \$500 AREP application fee previously established by the Board. The legislation did not set a ceiling on the fee for standard process projects, but the fee must not exceed the actual direct costs to process the application, including permits and inspection. The cost basis for either fee must be provided on request. Staff has reviewed the actual cost of processing a standard process project, including staff review time, inspections, advertising, and production costs, and has estimated that the actual costs are at least \$6,200. That cost estimate is based on a total of 165 hours of staff time to accept and review the application, site visits to the property, prepare staff report, attend public hearings, and close out the file. The assumed hourly rate for staff time is based on a pay rate of 25% above the base level of the pay scale, as the majority of staff are at the midpoint of the pay scale. In addition, the cost estimate includes actual advertising and production costs. Therefore, staff is recommending a standard process project application fee of \$6,200, which is lower than actual costs.

Until the legislation took effect, co-locations that fell within the by-right size limitations in the Zoning Ordinance were processed without a zoning permit. They were subject to feature-shown review under the Comprehensive Plan and a \$750 application fee adopted by the Board of Supervisors last year (unless they qualified for review under Section 6409 of the Spectrum Act, in which case they were subject to only a \$500 Section 6409 application fee). The proposed amendment codifies the July 31 Board action which resulted in a \$500 application fee for a combined zoning/2232 AREP permit. Other co-locations that meet the requirements of Sect. 6409 of the Spectrum Act have been and will continue to be processed administratively for a \$500 fee.

Since 2016, the County has required a special exception and 2232 review for all new structures. Those applications were processed concurrently for a \$16,375 fee. Starting July 1, the new 50-foot (or less) structures qualify as AREPs, the County may not require a special exception for those structures, and they may only be charged a \$500 fee. All other new structures will still require special exception approval and are considered "standard process projects" under the new legislation.

**CANCELLED**

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A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 1.

**REGULATORY IMPACT:**

To harmonize the County's regulatory framework with the new legislation, the Board of Supervisors on July 31, 2018, adopted a combined 2232/zoning permit for all AREPs with a fee of \$500. AREPs are now processed administratively without a public hearing and are subject to review criteria that determines whether a permit can be approved. The proposed amendment would codify the new AREP review criteria and fee.

Projects that do not qualify for review under Section 6409 of the Spectrum Act, as small cell facilities (last year's amendment), or AREPs will be processed as standard process projects. Under the new legislation, the County has 10 business days to provide notice to the applicant of any deficiencies in an AREP or standard process project application. Otherwise, the application will be deemed complete. Once an application is complete, the Zoning Administrator must approve or deny the application within:

1. 90 days for a proposed co-location on an existing structure (or less per federal law);
2. 150 days for new structures (or less per federal law).

These applications are deemed approved if the Zoning Administrator fails to act within the referenced deadlines. The deadlines may be extended by mutual agreement between the applicant and the Zoning Administrator.

**FISCAL IMPACT:**

As of July 1, the County may charge an application fee of only \$500 for an AREP application. Based on the patterns exhibited in FY 2018, it is estimated that this change could result in a small potential revenue loss of \$5,500. Similarly, the reduction of the special exception fee from \$16,375 to \$6,200 could result in a potential revenue loss of approximately \$40,700, for a total potential revenue loss to the County of \$46,200. There may be more significant revenue impacts if behavior regarding permit applications changes as a result of this legislation or if the Board selects a different special exception fee than staff's recommended amount of \$6,200. Department of Planning and Zoning staff will work with staff from the Department of Management and Budget to monitor these fees and notify the Board if budgetary adjustments are needed to revenues.

**CANCELLED**

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ENCLOSED DOCUMENTS:

None

STAFF:

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

ASSIGNED COUNSEL:

Laura S. Gori, Senior Assistant County Attorney, OCA



Board Agenda Item  
October 30, 2018

4:30 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern