

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
February 19, 2019**

**AGENDA**

- 9:30 Presentations
- 10:00 Report on General Assembly Activities
- 10:10 Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
- 10:20 County Executive's Presentation of the Proposed FY 2020 and FY 2021 Multi-Year Budget Plan
- 10:50 Items Presented by the County Executive

**ADMINISTRATIVE  
ITEMS**

- 1 Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Springfield Multi-Use Transit Hub (Lee District)
- 2 Authorization to Advertise a Proposed Amendment to the Code of the County of Fairfax, Virginia (County Code) Re: Repeal of Chapter 71 (Expedited Building Plan Review)
- 3 Approval of "\$200 Additional Fine for Speeding" and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Braddock and Mount Vernon Districts)
- 4 Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Zoning for Wireless Telecommunications Infrastructure

**ACTION ITEMS**

- 1 Approval of a Resolution Endorsing the Richmond Highway Widening Project for Submission to the United States Department of Transportation's Infrastructure for Rebuilding America (INFRA) FY 2019 Discretionary Grant Program (Lee and Mount Vernon Districts)
- 2 Approval of Fairfax Connector March 2019 Service Changes

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
February 19, 2019**

**ACTION ITEMS  
(Continued)**

3 Board of Supervisors Authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to Make Two Housing Blueprint Loans to Arrowbrook Apartments I, LLC to Finance the Development of Arrowbrook Centre Apartments, Herndon, Virginia (Dranesville District); and Board of Supervisors Designation of the Arrowbrook Apartments Site as a Revitalization Area Pursuant to Virginia Code § 36-55-30:2

4 Endorsement of the Residential Traffic Administration Program (RTAP) Revised Traffic Calming General Operating Procedures

**CONSIDERATION  
ITEMS**

1 Amendments to the Fairfax Falls Church Community Services Board Bylaws

11:00 Matters Presented by Board Members

11:50 Closed Session

**PUBLIC  
HEARINGS**

4:00 Public Hearing on the De-Creation of Small and Local Sanitary District for Refuse/Recycling and/or Vacuum Leaf Collection Service to 522 South Larrimore Street (Mason District) and the Enlargement of Small District for Providing County Refuse, Recycling and Vacuum Leaf Collection Service to the Luckett Avenue Area (Providence District)

4:00 Public Hearing to Consider Adopting an Ordinance Expanding the Greenway Downs Residential Permit Parking District, District 13 (Providence District)

4:00 Public Hearing to Lease County-Owned Property at 12111 Braddock Road to STC THREE, LLC (Springfield District)

4:00 Public Hearing to Lease County-Owned Property at 5645 Revercomb Court to NCWPCS MPL 27 – Year Sites Tower Holdings LLC (Springfield District)

4:30 Public Comment



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

**Tuesday**  
**February 19, 2019**

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9:30 a.m.

RECOGNITIONS

- CERTIFICATE — To recognize the Chantilly High School Girls Volleyball Team for winning the state championship. Requested by Supervisors Smith and Herrity.

DESIGNATIONS

- PROCLAMATION — To designate February 2019 as African-American History Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION — To designate March 2019 as TB Awareness Month in Fairfax County. Requested by Chairman Bulova.

STAFF:

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

Board Agenda Item  
February 19, 2019

10:00 a.m.

Report on General Assembly Activities

ENCLOSED DOCUMENTS:

None. Materials to be distributed to the Board of Supervisors on February 19, 2019, and printed copy available for review in the Office of the Clerk to the Board.

PRESENTED BY:

Supervisor Jeff McKay, Chairman, Board of Supervisors' Legislative Committee  
Bryan J. Hill, County Executive

Board Agenda Item  
February 19, 2019

10:10 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard February 19, 2019  
(An updated list will be distributed at the Board meeting.)

STAFF:

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

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

**APPOINTMENTS TO BE HEARD FEBRUARY 19, 2019**  
**(ENCOMPASSING VACANCIES PROJECTED THROUGH FEBRUARY 28, 2019)**  
 (Unless otherwise noted, members are eligible for reappointment)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kerrie Wilson (Appointed 1/10-1/18 by Foust) Term exp. 1/19	Dranesville District Representative		Foust	Dranesville
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
Ernestine Heastie (Appointed 2/04-2/18 by L. Smyth) Term exp. 1/19	Providence District Representative	<b>Ernestine Heastie</b>	L. Smyth	Providence

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Alisha Keirstead; appointed 6/17 by Storck) Term exp. 9/20 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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

**AIRPORTS ADVISORY COMMITTEE (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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)**

<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 Alternate 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
Jane Dawber (Appointed 3/13-9/16 by Hudgins) Term exp. 6/18	Women's Sports Alternate Representative		By Any Supervisor	At-Large

**CONFIRMATION NEEDED:**

- Mr. Roland Taylor as the Town of Herndon Alternate Representative

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 Resigned	Mason District Representative		Gross	Mason

**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>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Amado Fernandez (Appointed 6/16 by K. Smith) Term exp. 2/19	Alternate #3 Representative		By Any Supervisor	At-Large
David R. Conover (Appointed 1/16 by Foust) Term exp. 2/19	Design Professional #2 Representative		By Any Supervisor	At-Large
George Page (Appointed 1/18 by Hudgins) Term exp. 2/19	Design Professional #4 Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Grant Sitta; appointed 9/10-9/15 by Gross) Term exp. 9/19 Resigned	Mason District Representative		Gross	Mason

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Valerie Inman (Appointed 1/18 by Foust) Term exp. 9/18	Dranesville District Representative		Foust	Dranesville
Mercedes O. Dash (Appointed 3/15 by L. Smyth) Term exp. 9/17	Providence District Representative	<b>Mercedes O. Dash</b>	L. Smyth	Providence
Gita D'Souza Kumar (Appointed 7/12-3/15 by Frey; 6/17 by K. Smith) Term exp. 2/19	Sully District Representative		K. Smith	Sully

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Patrick J. Scott (Appointed 10/16 by Hudgins) Term exp. 5/18	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by 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>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
VACANT (Formerly held by Rosemarie Annunziata; appointed 10/05-1/08 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/17	At-Large #3 Representative	<b>Sara J. Simmons</b> (Bulova)	By Any Supervisor	At-Large

**COMMISSION ON AGING (2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Gwenn Minton; appointed 10/18 by Hudgins) Term exp. 5/20 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Lanita R. Thweatt (Appointed 2/17 by Storck) Term exp. 2/19	Mount Vernon District Representative		Storck	Mount Vernon
Donita K. Hines (Appointed 4/16 by L. Smyth) Term exp. 2/19	Providence District Representative	<b>Donita K. Hines</b>	L. Smyth	Providence
Jennifer Read Campbell (Appointed 3/16 by K. Smith) Term exp. 2/19	Sully District Representative		K. Smith	Sully

**CONFIRMATION NEEDED:**

- Ms. Marcia E. McDevitt as the League of Women Voters Representative

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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

**DULLES RAIL TRANSPORTATION IMPROVEMENT  
DISTRICT ADVISORY BOARD, PHASE I (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Thomas D. Fleury (Appointed 6/01-3/14 by L. Smyth) Term exp. 3/18	At-Large #5 Representative	<b>Thomas D. Fleury</b> (L. Smyth)	By Any Supervisor	At-Large

**DULLES RAIL TRANSPORTATION IMPROVEMENT  
DISTRICT ADVISORY BOARD, PHASE II (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT Formerly held by Jeffrey T. Chod; appointed 1/14-1/16 by Bulova) Term exp. 1/20 <i>Resigned</i>	BOS At-Large #5 Representative		By Any Supervisor	At-Large

**ECONOMIC ADVISORY COMMISSION (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Robert Yuen-Pai Tsien (Appointed 4/16 by K. Smith) Term exp. 12/18	Sully District Representative		K. Smith	Sully

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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

**CONFIRMATION NEEDED:**

- Mr. Kevin Pullen as the League of Women Voters Representative

**ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert A. Robbins (Appointed 12/13-4/16 by L. Smyth) Term exp. 1/19	Providence District Representative	<b>Robert A. Robbins</b>	L. Smyth	Providence

**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>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Tapan Banerjee (Appointed 2/07-3/16 by Foust) <i>Not eligible for reappointment</i>	Dranesville District Representative		Foust	Dranesville
Michele Hymer Blitz (Appointed 6/06-3/16 by Hudgins) Term exp. 11/18 <i>Not eligible for reappointment</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
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-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.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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>
VACANT (Formerly held by Birgit M. Retson; appointed 2/16-6/17 by K. Smith) Term exp. 6/20 <i>Resigned</i>	Consumer #6 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 - 1	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>
Robert E. Beach (Appointed 11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Braddock District Resident</i>	Architect Representative		By Any Supervisor	At-Large
Michael Irwin (Appointed 12/05-12/06 by Connolly; 1/10-4/15 by L. Smyth) Term exp. 12/18 <i>Providence District Resident</i>	Citizen #8 Representative	<b>Michael Irwin</b> (L. Smyth)	By Any Supervisor	At-Large
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
VACANT (Formerly held by Stephanie Sedgwick; appointed 1/18 by Term exp. 12/20 <i>Dranesville District Resident Resigned</i>	Historian #3 Representative		By Any Supervisor	At-Large

**HUMAN RIGHTS COMMISSION (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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

**HUMAN SERVICES COUNCIL (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Audrey F. Morton (Appointed 2/16 by K. Smith) Term exp. 7/19 <i>Resigned</i>	Sully District #2 Representative		K. Smith	Sully

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

**CONFIRMATION NEEDED:**

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Mingzhi Chen (Appointed 6/16 by Cook) Term exp. 1/19	Braddock District Representative		Cook	Braddock

**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 Resigned	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 Resigned	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Jeffrey Levy; Appointed 7/02-6/13 by Hyland) Term exp. 6/16 Resigned	Mount Vernon District Representative		Storck	Mount Vernon

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by L. Smyth) Term exp. 6/14 Resigned	Providence District Representative		L. Smyth	Providence

**POLICE CIVILIAN REVIEW PANEL (3 Years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Gregory Gadson (Appointed 11/18) Term exp. 2/19	Seat #6 Representative		By Any Supervisor	At-Large
Anna Northcutt (Appointed 5/18) Term exp. 2/19	Seat #7 Representative		By Any Supervisor	At-Large
Adrian Steel (Appointed 2/17) Term exp. 2/19	Seat #8 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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Deloris Bailey; appointed 9/17 by Hudgins) Term exp. 9/21 <i>Resigned</i>	Hunter Mill District #2 Representative		Hudgins	Hunter Mill
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

**ROAD VIEWERS BOARD (1 year)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Micah D. Himmel (Appointed 12/11-1/18 by L. Smyth) Term exp. 12/18	At-Large #5 Representative		By Any Supervisor	At-Large

**SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Claire L. Tse; appointed 9/16-12/17 by Hudgins) Term exp. 12/20 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carmen L. Powell; appointed 7/17-12/17 by Hudgins) Term exp. 12/20 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

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**SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)**

Continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Elizabeth Novak (Appointed 10/05- 1/16 by Gross) Term exp. 12/18	Mason District Representative		Gross	Mason

**SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)**

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

**TENANT LANDLORD COMMISSION (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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 Deceased	Condo Owner Representative		By Any Supervisor	At-Large

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**TENANT LANDLORD COMMISSION (3 years)**

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher Lee Kocsis (Appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18	Landlord Member #2 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

**TRANSPORTATION ADVISORY COMMISSION (2 years)**

<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

**TREE COMMISSION (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Thomas D. Fleury; appointed 1/17 by L. Smyth) Term exp. 10/17 Resigned	Providence District Representative		L. Smyth	Providence

<b>TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2 YEARS)</b>
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Laurie DiRocco (Appointed 5/14-2/17 by Bulova) Term exp. 2/19	Adjacent Community Member Representative #1		Bulova	At-Large
Sally Horn (Appointed 2/13-2/17 by Bulova) Term exp. 2/19	Adjacent Community Member Representative #2		Bulova	At-Large
James Policaro (Appointed 2/13-2/17 by Bulova) Term exp. 2/19	Commercial or Retail Ownership Representative #1		Bulova	At-Large
Cory Scott (Appointed 1/16-1/18 by L. Smyth) Term exp. 2/19	Commercial or Retail Ownership Representative #2	<b>Cory Scott</b>	L. Smyth	At-Large
Barry Mark (Appointed 3/15-2/17 by Bulova) Term exp. 2/19	Commercial or Retail Ownership Representative #3		Bulova	At-Large
Mark Zetts (Appointed 2/13-2/17 by Foust) Term exp. 2/19	Dranesville District Representative		Foust	Dranesville
Jay Klug (Appointed 2/13-2/17 by Hudgins) Term exp. 2/19	Hunter Mill District Representative #1		Hudgins	Hunter Mill
Raymond Baxter (Appointed 2/13-2/17 by Hudgins) Term exp. 2/19	Hunter Mill District Representative #2		Hudgins	Hunter Mill

Continued on next page

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher M. Auth (Appointed 2/15-2/17 by L. Smyth) Term exp. 2/19	Providence District Representative #1	<b>Christopher M. Auth</b>	L. Smyth	Providence
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
VACANT (Formerly held by Pindar Van Arman; appointed 11/16-2/17 by L. Smyth) Term exp. 2/19 <i>Resigned</i>	Residential Owners and HOA/Civic Association Representative #1		L. Smyth	Providence
Douglas M. Doolittle (Appointed 6/15-3/17 by L. Smyth) Term exp. 2/19	Residential Owners and HOA/Civic Association Representative #2		L. Smyth	Providence
Claudia Diamond (Appointed 2/13-2/17 by Hudgins) Term exp. 2/19	Residential Owners and HOA/Civic Association Representative #3		Hudgins	Hunter Mill

**CONFIRMATION NEEDED:**

- Honorable Stuart Mendelsohn as the Chamber of Commerce Lessees of Non-Residential Space Representative

**UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA) (4 years)**

**CONFIRMATIONS NEEDED:**

- Mr. Shahram Mohsenin as the Fairfax County #1 Representative
- Mr. Michael McGrath as the Fairfax County Alternate #1 Representative

**WATER AUTHORITY (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Linda Singer; appointed 7/04-6/16 by Hudgins) Term exp. 6/19 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

Board Agenda Item  
February 19, 2019

10:20 a.m.

County Executive's Presentation of the Proposed FY 2020 and FY 2021 Multi-Year Budget Plan

ENCLOSED DOCUMENTS:

None. Materials will be available online after 12 p.m. on February 19, 2019:

<https://www.fairfaxcounty.gov/budget/advertised-budget-plan>

PRESENTED BY:

Bryan J. Hill, County Executive

Board Agenda Item  
February 19, 2019

10:50 a.m.

Items Presented by the County Executive

Board Agenda Item  
February 19, 2019

ADMINISTRATIVE – 1

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Springfield Multi-Use Transit Hub (Lee District)

ISSUE:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Springfield Multi-Use Transit Hub, ST-000033-001, in Fund 400-C40010, County and Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for March 19, 2019, at 4:00 p.m.

TIMING:

Board action is requested on February 19, 2019, to provide sufficient time to advertise the proposed public hearing on March 19, 2019, at 4:00 p.m.

BACKGROUND:

This project includes a six-level structure located on County-owned property on the opposite side of Old Keene Mill Road that will accommodate approximately 1,100 parking spaces, and will enhance commuters' transportation options with the installation of a bus transit center, commuter spaces, short-term parking area for pick up and drop off, and a pedestrian bridge over Old Keene Mill Road, connecting the garage to Springfield Plaza.

Land rights for these improvements are required on two properties by the Land Acquisition Division (LAD). The construction of this project requires the acquisition of Deed of Dedication, Storm Drainage, Sanitary Sewer, and Grading Agreement and Temporary Construction Easements.

Negotiations are in progress with the affected property owners; however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code

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Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:

Funding is available in Grant ST-000033-001, Springfield Multi-Use Transit Hub, in Fund 400-C40010, County and Regional Transportation Projects. This project is included in the Adopted FY2019 - FY2023 Capital Improvement Program (with future Fiscal Years to FY2028). No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

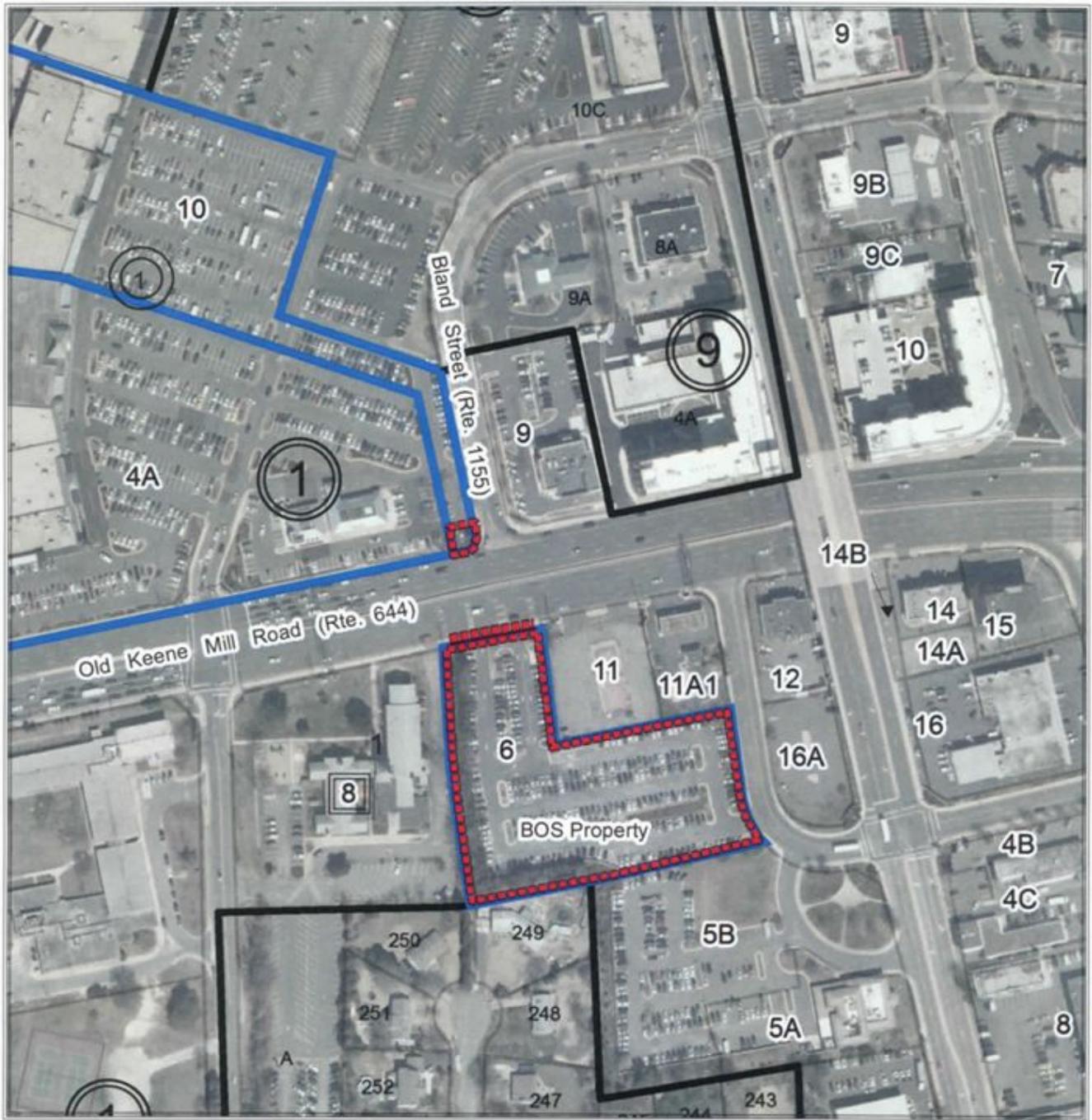
Attachment A - Project Location Map  
Attachment B - Listing of Affected Properties

STAFF:

Rachel Flynn, Deputy County Executive  
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)  
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:

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



### SPRINGFIELD MULTI-USE TRANSIT HUB

Project ST-000031-001

Tax Map: 080-3

Lee District

Affected Properties: 

Proposed Improvements: 



LISTING OF AFFECTED PROPERTIES  
Project ST-000033-001  
Springfield Multi-Use Transit Hub  
(Lee District)

<u>PROPERTY OWNER(S)</u>	<u>TAX MAP NUMBER</u>
1. Springfield Plaza, LLC  Address: 6402 Springfield Plaza	080-3-01-0004-A
2. Springfield Plaza, LLC  Address: 6400 Springfield Plaza	080-3-01-0010

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February 19, 2019

ADMINISTRATIVE - 2

Authorization to Advertise a Proposed Amendment to the Code of the County of Fairfax, Virginia (County Code) Re: Repeal of Chapter 71 (Expedited Building Plan Review)

ISSUE:

Board of Supervisors (Board) authorization to advertise a public hearing to repeal Chapter 71 (Expedited Building Plan Review) in its entirety. The statutory authority for Chapter 71 (Expedited Building Plan Review), § 36-105.2 of the Code of Virginia (State Code), expired in 2002. Chapter 71 (Expedited Building Plan Review) is outdated and not needed. No changes to the County's Expedited Building Plan Review Program, which currently operates under the authority provided in the Virginia Uniform Statewide Building Code (VA USBC), are proposed with this amendment.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of the proposed amendment as set forth in Attachment A.

TIMING:

Board action is requested on February 19, 2019, to provide sufficient time to advertise a public hearing before the Board on March 19, 2019 at 4:00 p.m.

BACKGROUND:

Chapter 71 (Expedited Building Plan Review) was adopted by the Board in 1997, pursuant to the enabling authority in § 36-105.2 of the State Code. At that time, expedited building plan review was only available for Fairfax County under that statute. The enabling authority provided under this section of the State Code expired on July 1, 2002. Also in 2002, provisions for expedited building plan review programs were incorporated into the VA USBC. This allowed expedited building plan review to be used state-wide at the discretion of the local Building Official. The provisions for expedited building plan review programs currently are in § 109.4.1 of the VA USBC. The only impact of the proposed amendment is to eliminate outdated provisions from the County Code.

The county's Expedited Building Plan Review Program has operated continuously since 1997. The program offers a method to obtain a building permit in at least half the usual

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time. The program enables owners, developers, designers and homeowners to hire county-certified, private-sector, registered design professionals to “peer review” construction documents for code compliance prior to submission to the county. Once submitted, permit issuance is accelerated as the peer reviewed plans are given priority status during the building, mechanical, electrical and plumbing plan review process. During FY 2018, plans for 274 permits were approved under this program.

PROPOSED AMENDMENT:

The proposed amendment will repeal Chapter 71 (Expedited Building Plan Review) in its entirety (Attachment 1).

REGULATORY IMPACT:

There is no regulatory impact. No changes to current requirements or programs are proposed.

FISCAL IMPACT:

There is no fiscal impact to the County. The proposed amendment has no impact on staffing or fees.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed amendment to Chapter 71 (Expedited Building Plan Review)

STAFF:

Rachel Flynn, Deputy County Executive  
William D. Hicks, P.E., Director, Land Development Services  
Brian F. Foley, Building Official

ASSIGNED COUNSEL:

Paul Emerick, Assistant County Attorney

**PROPOSED AMENDMENT  
TO  
THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA  
REPEALING  
CHAPTER 71 (EXPEDITED BUILDING PLAN REVIEW)**

1 **Amend The Code of the County of Fairfax Virginia by repealing Chapter 71 (Expedited**  
2 **Building Plan Review) in its entirety.**

3  
4 **CHAPTER 71.**

5  
6 **~~Expedited Building Plan Review.~~**

7  
8 ~~§ 71-1-1. Purpose of Chapter.~~

9 ~~§ 71-1-2. Definitions.~~

10 ~~§ 71-1-3. Criteria for participation in Expedited Building Plan Review Program.~~

11 ~~§ 71-1-4. Criteria for maintaining peer reviewer designation; revocation of designation.~~

12 ~~§ 71-1-5. Procedure for expedited review.~~

13 ~~§ 71-1-6. Responsibilities and obligations.~~

14  
15 **~~Section 71-1-1. Purpose of Chapter.~~**

16  
17 ~~The governing body of Fairfax County, Virginia, acting pursuant to the Virginia Code, § 36-~~  
18 ~~105.2, hereby establishes an optional, separate processing procedure for the review of certain~~  
19 ~~building plans. The procedure is called the Expedited Building Plan Review Program, and its~~  
20 ~~purpose is to expedite the County's review of certain qualified building plans, provided such~~  
21 ~~plans meet the requirements of the Virginia Uniform Statewide Building Code. Each component~~  
22 ~~of a plan (i.e., architectural, structural, mechanical, plumbing, and electrical) shall be reviewed~~  
23 ~~by a County-designated peer reviewer prior to submission of the building plan to Fairfax County~~  
24 ~~Land Development Services. Plans reviewed and recommended for submission by County-~~  
25 ~~designated peer reviewers shall qualify for the separate processing procedure.~~

26  
27 **~~Section 71-1-2. Definitions.~~**

28  
29 ~~(1) *BOCA* shall mean the Building Officials and Code Administrators International, Inc.~~

30 ~~(2) *Building Official* shall mean that individual, or his duly appointed representative,~~  
31 ~~appointed by the Director of Land Development Services, charged with the administration and~~  
32 ~~enforcement of the Virginia Uniform Statewide Building Code (VUSBC) and the Code of the~~  
33 ~~County of Fairfax, Building, Electrical, Mechanical, and Plumbing and Gas Provisions.~~

34 ~~(3) *Building plan(s) or plan(s)* shall mean all drawings that together with the specifications~~  
35 ~~describe the proposed building construction in sufficient detail and provide sufficient~~  
36 ~~information to enable the Building Official to determine whether it complies with the VUSBC.~~

37 ~~(4) County-designated peer reviewer shall mean a peer reviewer so designated by the~~  
 38 ~~Building Official who is certified in one or more of the components of a plan, i.e., architectural,~~  
 39 ~~structural, mechanical, plumbing, and electrical.~~

40 ~~(5) VUSBC shall mean the Virginia Uniform Statewide Building Code.~~

41  
 42 **Section 71-1-3. Criteria for participation in Expedited Building Plan Review Program.**

43  
 44 ~~(a) Persons who meet the qualifications set forth in subsection (b) below are eligible to~~  
 45 ~~review and recommend for submission to the Building Official building plans for expedited~~  
 46 ~~review under this Chapter only upon their designation as peer reviewers by the Building Official.~~

47 ~~(b) Persons who apply to the Building Official to become peer reviewers must meet the~~  
 48 ~~following qualifications:~~

49 ~~(1) Valid licensure as an architect or professional engineer in the Commonwealth of~~  
 50 ~~Virginia pursuant to Code of Virginia, § 54.1-400 et seq.;~~

51 ~~(2) Plan review certification from Building Officials and Code Administrators~~  
 52 ~~International, Inc. (BOCA) for the following specified building plan components which a peer~~  
 53 ~~reviewer would be authorized to design under Code of Virginia, Title 54.1, Chapter 4 (§ 54.1-~~  
 54 ~~400 et seq.);~~

55 ~~(A) Architectural and structural plans: BOCA certified building plans examiner;~~

56 ~~(B) Mechanical plans: BOCA certified mechanical plans examiner;~~

57 ~~(C) Plumbing plans: BOCA certified plumbing plans examiner;~~

58 ~~(D) Electrical plans: BOCA certified electrical plans examiner; and~~

59 ~~(3) Successful completion of an initial educational program as specified by the Building~~  
 60 ~~Official.~~

61 ~~(c) A person who has prepared design plans for any building plan component shall not serve~~  
 62 ~~as a peer reviewer for such component.~~

63 ~~(d) When designating a person as a peer reviewer, the Building Official shall specify the~~  
 64 ~~building plan components which the person is authorized to review and recommend for~~  
 65 ~~submission pursuant to this Chapter, and will assign a Peer Reviewer Designation Number to~~  
 66 ~~such person.~~

67 ~~(e) A person who has been designated as a peer reviewer shall review only those~~  
 68 ~~components of a building plan which are specified by the Building Official pursuant to~~  
 69 ~~subsection (d) above in the peer reviewer designation and which the peer reviewer is authorized~~  
 70 ~~to design under Code of Virginia, Title 54.1, Chapter 4 (§ 54.1-400 et seq.).~~

71  
 72 **Section 71-1-4. Criteria for maintaining peer reviewer designation; revocation of**  
 73 **designation.**

74  
 75 ~~(a) In order to maintain peer reviewer designation, persons must continue to meet the~~  
 76 ~~qualifications specified in Section 71-1-3(b) above and recommend for submission building~~  
 77 ~~plans which consistently meet the requirements of the VUSBC and the County Code.~~

78 ~~(b) Persons designated as peer reviewers shall successfully complete an annual educational~~  
 79 ~~program as specified by the Building Official.~~

80 ~~(c) Persons designated as peer reviewers shall maintain BOCA certification for those~~  
 81 ~~building plan components specified in Section 71-1-3(b)(2) which the peer reviewer desires to be~~  
 82 ~~authorized to review and recommend for submission pursuant to this Chapter. Designated peer~~

83 reviewers shall provide evidence of such certification when registering for the annual education  
84 program, and upon request of the Building Official.

85 (d) Peer reviewer designation may be revoked by the Building Official for failure to comply  
86 with the requirements of this Chapter. Any such revocation shall be in writing and shall reference  
87 the provision(s) of this Chapter with which the peer reviewer has not complied.

88 (e) Peer reviewer designation may be reinstated by the Building Official upon a  
89 determination that the basis for revocation of peer reviewer designation has been remedied to the  
90 satisfaction of the Building Official and upon the further determination that the person meets the  
91 qualifications specified in Section 71-1-3(b).

92  
93 **Section 71-1-5. Procedure for expedited review.**

94  
95 (a) Before a property owner or authorized agent may submit building plans to the Building  
96 Official for review and approval under the Expedited Building Plan Review Program, such plans  
97 shall have first been reviewed and recommended for submission by a County-designated peer  
98 reviewer(s), as required by this Chapter. It shall be the responsibility of the property owner or  
99 authorized agent to obtain the necessary review and recommendation from County-designated  
100 peer reviewers prior to submission of such plans to the Building Official.

101 (b) Plans reviewed and recommended for submission by County-designated peer reviewers  
102 shall be reviewed by the County on a priority basis.

103 (c) The separate processing program established pursuant to this Chapter shall include  
104 periodic detailed review by the Building Official of plans recommended for submission by  
105 County-designated peer reviewers.

106 (d) The Building Official shall maintain a tracking system to monitor the recommendations  
107 of the individual County-designated peer reviewers and the consistency with which building  
108 plans recommended by them conform to the applicable provisions of the VUSBC and the County  
109 Code.

110 (e) The Peer Reviewer Designation Number signifying Building Official designation as a  
111 peer reviewer, the peer reviewer's signature and Virginia Architect's or Engineer's License  
112 number shall be included with the statement set forth in subsection (g) below and shall be  
113 incorporated into building plans submitted to the Building Official pursuant to this Chapter.

114 (f) Each component of the building plan must be reviewed and recommended for  
115 submission to the Building Official by a designated peer reviewer and must include the  
116 statement(s) required by subsection (g) below.

117 (g) Building plans accepted by the Building Official for review under the Expedited  
118 Building Plan Review Program must contain a signed statement or statements from a County-  
119 designated peer reviewer(s) recommending submission of the plans for expedited review. Such  
120 statement(s) shall be dated and signed, and shall read as follows: "By signing this document I  
121 certify that I have reviewed the [insert the applicable component(s) of the plan that have been  
122 peer reviewed and recommended for submission i.e., architectural, structural, mechanical,  
123 plumbing, and/or electrical] component(s) of the enclosed building plan, identified by Tax Map  
124 number [insert tax map number], Use Group [insert Use Group], Type of Construction [insert  
125 type of construction], and have found such component(s) of the plan to be in conformance with  
126 the applicable provisions of the [insert year of current VUSBC edition] VUSBC and County  
127 Codes to the best of my professional knowledge and belief. Accordingly, I recommend the  
128 aforementioned components of the enclosed plan for submission under the Expedited Building

129 Plan Review Program. I further certify that I am a designated peer reviewer and that I am  
130 authorized to review and recommend for submission the building plan component(s) specified in  
131 the preceding sentence."  
132

133 **~~Section 71-1-6. Responsibilities and obligations.~~**  
134

135 Nothing contained in this Chapter shall be construed as relieving persons who prepare and  
136 submit plans of the responsibilities and obligations which they would otherwise have with regard  
137 to the preparation of plans, nor shall it relieve the County of its obligations to review all plans in  
138 the manner prescribed by law.

Board Agenda Item  
February 19, 2019

ADMINISTRATIVE - 3

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

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board approve resolutions (Attachment I and Attachment III) for the installation of “\$200 Additional Fine for Speeding” signs on the following roads:

- Lorton Station Boulevard (Mount Vernon District)
- Mount Vernon Highway (Mount Vernon District)

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

- Two “Watch for Children” signs on Elizabeth Lane (Braddock District)
- One “Watch for Children” sign on Iva Lane (Braddock District)

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

TIMING:

Board action is requested on February 19, 2019.

BACKGROUND:

Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed

Board Agenda Item  
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and volume criteria are met. Lorton Station Boulevard, from Lorton Road to Pohick Road (Attachment II) and Mount Vernon Highway, from Mount Vernon Memorial Highway to Old Mount Vernon Road (Attachment IV) meet the RTAP requirements for posting of the “\$200 Additional Fine for Speeding Signs”. On January 14, 2019, (Mount Vernon Highway) and January 22, 2019, (Lorton Station Boulevard), FCDOT received written verification from the appropriate local supervisor’s office confirming community support (Mount Vernon District).

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not be in conflict with any other traffic control devices. On December 5, 2018, (Elizabeth Lane and Iva Lane) FCDOT received verification from the appropriate supervisor’s offices confirming community support for the referenced “Watch for Children” signs (Braddock District).

FISCAL IMPACT:

For the “\$200 Additional Fine for Speeding” signs an estimated cost of \$2,000 is to be paid out of the VDOT secondary road construction budget.

Funding in the amount of \$2,000 for the requested “Watch for Children” signs is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Lorton Station Boulevard

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Lorton Station Boulevard

Attachment III: “\$200 Additional Fine for Speeding” Signs Resolution – Mount Vernon Highway

Attachment IV: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Mount Vernon Highway

STAFF:

Rachel Flynn, Deputy County Executive

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

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Jasmin Kim, Transportation Planner, Traffic Engineering Section, FCDOT

**RESOLUTION**

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS  
LORTON STATION BOULEVARD (MOUNT VERNON DISTRICT)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, February 19, 2019, at which a quorum was present and voting, the following resolution was adopted:

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

**WHEREAS**, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Lorton Station Boulevard from Lorton Road to Pohick Road. Such road also being identified as a Collector Road; and

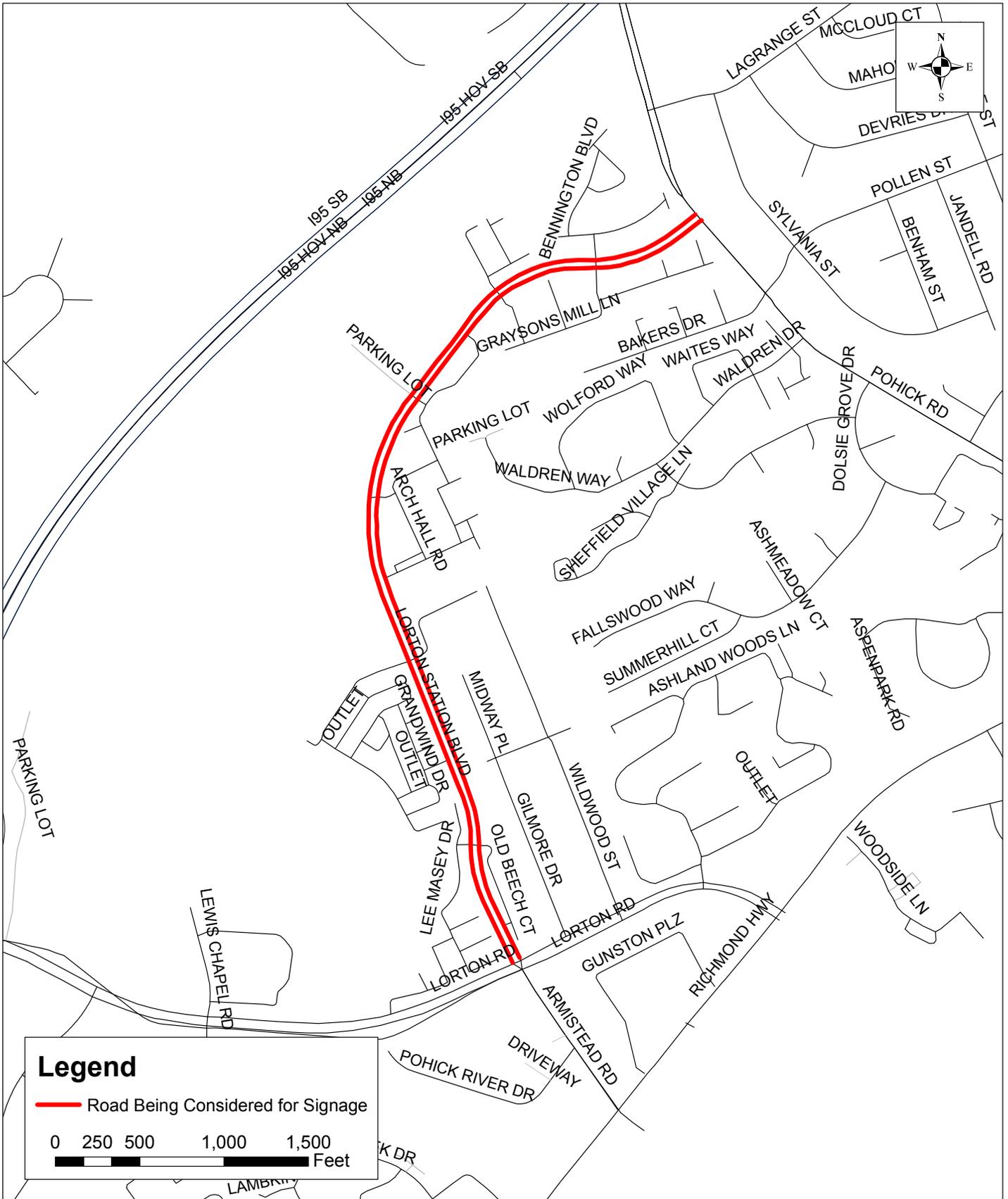
**WHEREAS**, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Lorton Station Boulevard.

**NOW, THEREFORE BE IT RESOLVED** that "\$200 Additional Fine for Speeding" signs are endorsed for Lorton Station Boulevard from Lorton Road to Pohick Road.

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

A Copy Teste:

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



January 2019

Fairfax County Department of Transportation  
 Residential Traffic Administration Program (RTAP)  
**PROPOSED \$200 FINE FOR SPEEDING**  
**LORTON STATION BLVD**  
**Mount Vernon District**



**RESOLUTION**

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS  
MOUNT VERNON HIGHWAY (MOUNT VERNON DISTRICT)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, February 19, 2019, at which a quorum was present and voting, the following resolution was adopted:

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

**WHEREAS**, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Mount Vernon Highway from Mount Vernon Memorial Highway to Old Mount Vernon Road. Such road also being identified as a Collector Road; and

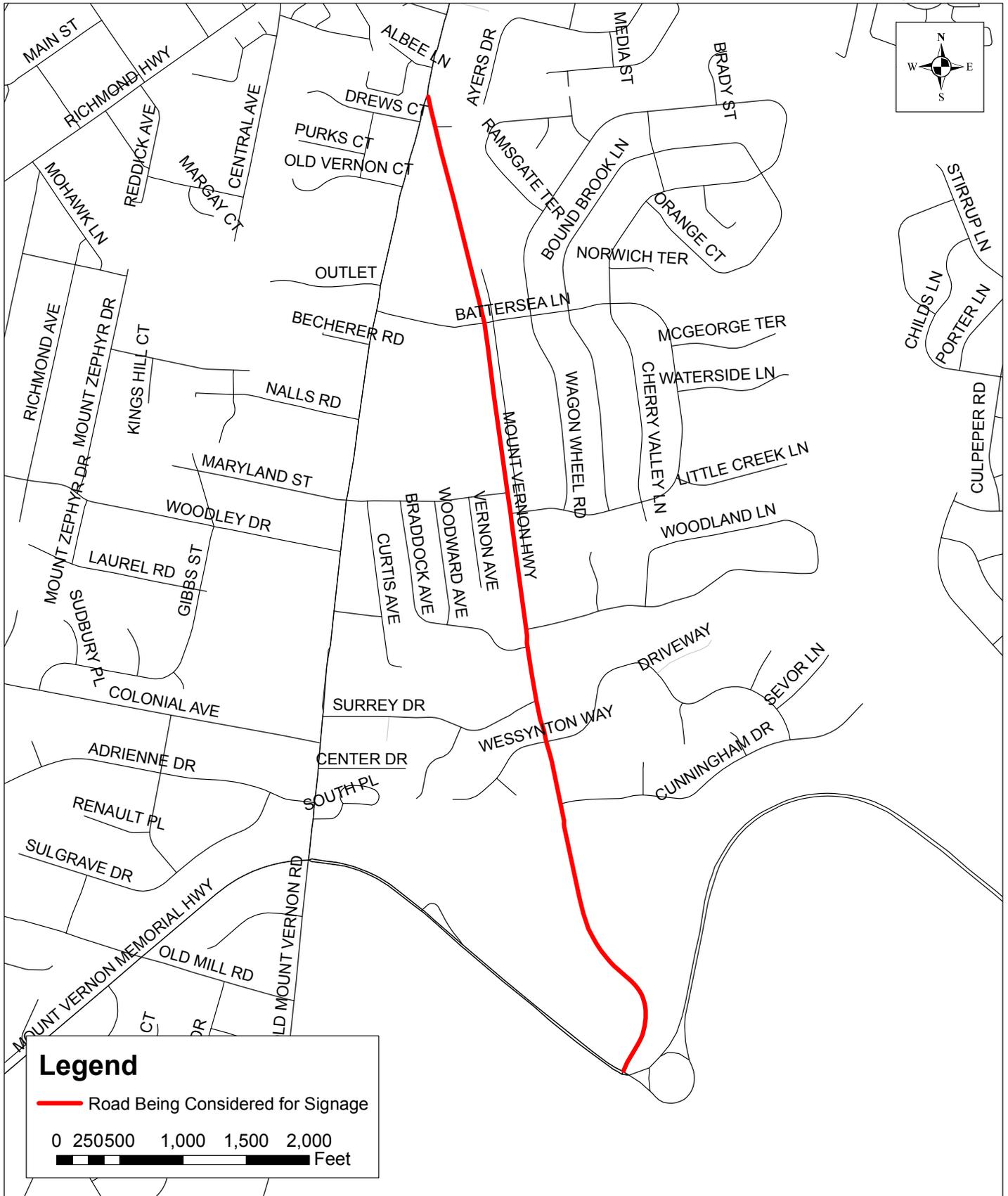
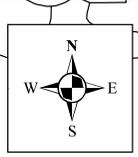
**WHEREAS**, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Mount Vernon Highway.

**NOW, THEREFORE BE IT RESOLVED** that "\$200 Additional Fine for Speeding" signs are endorsed for Mount Vernon Highway from Mount Vernon Memorial Highway to Old Mount Vernon Road.

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

A Copy Teste:

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



January 2019



Fairfax County Department of Transportation  
 Residential Traffic Administration Program (RTAP)  
**PROPOSED \$200 FINE FOR SPEEDING**  
 Mount Vernon Highway  
 Mount Vernon District



Board Agenda Item  
February 19, 2019

ADMINISTRATIVE – 4

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance  
Amendment Re: Zoning for Wireless Telecommunications Infrastructure

ISSUE:

Authorization to advertise public hearings on a proposed amendment to the Zoning Ordinance in response to 2018 legislation on wireless telecommunications infrastructure and the September 26, 2018, Declaratory Ruling and Order adopted by the Federal Communications Commission.

RECOMMENDATION:

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

TIMING:

Board of Supervisors' action is requested on February 19, 2019, to provide sufficient time to advertise the proposed Planning Commission public hearing on March 20, 2019, at 7:30 p.m., and the proposed Board public hearing on April 9, 2019, at 2:30 p.m.

BACKGROUND:

This proposed amendment seeks to implement 2018 Virginia legislation and a Declaratory Ruling and Order adopted by the Federal Communications Commission on September 26, 2018 (FCC Ruling). Table 1 highlights the proposed Zoning Ordinance changes, including various options for advertisement. These changes are described in more detail below. Table 1 is intended for summary and illustrative purposes only and is not intended to replace or modify the proposed text.

**Table 1:**

Section	Proposed Changes	Options for Advertisement
2-104	Delete Zoning Ordinance exemption of wires, cables, conduits, or other similar equipment for distribution of utilities (and address these facilities in new Sect. 2-522	
2-501	Allow certain wireless facilities and associated support structures on same lot as a dwelling unit.	Delete or make subject to Special Exception (SE approval).
2-514(1)	<p>Repeal existing section and replace:</p> <ul style="list-style-type: none"> <li>(i) Intro: Permit specified wireless facilities and associated support structures if they meet requirements of 2-514, 18-106 (fees), and 15.2-2232; facilities and support structures must otherwise meet 2-519, 2-520, 2-522, or obtain SE approval.</li> <li>(ii) Co-locations: Allow on any existing structure, subject to mitigation requirements.</li> <li>(iii) Allow maintenance or replacement of wireless facilities or support structures within a 6-foot perimeter with facilities or structures substantially the same size or smaller with advertised options for replacement poles.</li> </ul>	<p>Include option to deny applications that don't meet Sect. 2-522 (rather than only requiring an SE).</p> <p>Allow co-locations on replacement structures.</p> <p>Replacement Pole options:</p> <ol style="list-style-type: none"> <li>1. <b>Property zoned for single family dwellings and not on major thoroughfare</b>, either: <ul style="list-style-type: none"> <li>(a) height must stay the same and diameter can increase by 25% or up to 30 inches; or</li> <li>(b) height may increase by 15 feet and diameter must not exceed 30 inches.</li> </ul> </li> <li>2. <b>Property zoned for single family dwellings and on major thoroughfare</b>: replacement may not exceed 80 feet in height (or if already 80+ feet, not more than 15 feet higher) and diameter may not exceed 30 inches.</li> <li>3. <b>Property zoned for multifamily and developed with 35-foot tall buildings</b>: height must not exceed 100 feet (or if already 100+ feet,</li> </ol>

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Section	Proposed Changes	Options for Advertisement
		<p>not more than 15 feet higher) and diameter must not exceed 42 inches</p> <p>4. <b>Property used for athletic fields:</b> replacement pole must not exceed 125 feet in height or 60 inches in diameter.</p> <p>5. <b>All other property:</b> replacement must not exceed 100 feet in height (or if already 100+ feet, not more than 15 feet higher) and diameter must not exceed 60 inches.</p> <p>Option to adopt any alternative with size limits between 0 and the proposed numbers above or to delete all alternatives, except that routine maintenance or replacement within a 6-foot radius that are substantially similar, the same size or smaller will remain.</p>
2-514(3) to (6)	<p>Hub Sites: Essentially the same size and locational limits permitted under current Sect. 2-514.</p> <p>No advertising; identifies when red marker light is required; Electronic submissions after hours deemed received the next business day.</p>	
2-519	<p>Expands small cell facilities provisions to include option for installation on a new structure 50-feet or lower in height.</p> <p>Clarifies requirements for a complete application.</p> <p>Describes the administrative review-eligible project (AREP) structures on which small cells may be installed, including permit, fee, size, and locational requirements. Requires architectural review board (ARB) review if located in a historic district.</p>	<p>Delete requirement for Zoning Administrator approval of installation on new structures if permitted by right in new Sect. 2-522; or to delete Zoning Administrator approval of applications for new structures in the street or utility easement if the Board selects Alternative B under Sect. 2-522.</p> <p>Option to require special exception approval of AREP</p>

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Section	Proposed Changes	Options for Advertisement
		applications in historic districts.
<p><b>New</b> Sect. 2-522</p>	<p>Establish requirements for all new utility distribution or transmission poles and their associated facilities</p> <p>Establish minimum spacing requirement between poles. Allow denials in areas planned for undergrounding of all utilities.</p> <p>Any new structure proposed to be in a historic district is subject to ARB review</p>	<p><b>Alternative A:</b> Exempt all of these new poles from the Ordinance, other than any required building permits or zoning permits required for the facilities on the poles.</p> <p><b>Alternative B:</b> Poles and facilities up to 50 feet in height are exempt if located in the street or utility easement; and poles and facilities in historic districts or on private property require SE approval. Additional Option: Delete SE requirement but require ARB review of new poles and facilities in historic districts.</p> <p><b>Alternative C:</b> Establish aesthetic requirements for all such new poles and associated facilities and ground mounted equipment [Option – allow any maximum equipment size from 100 to 750 square feet of gross floor area and from 8 to 12 feet in height].</p> <p>Additional options: <b>Minimum spacing</b> – 0 to 500 feet between any new pole and existing pole; or delete altogether. <b>Undergrounding:</b> Make Zoning Administrator denial mandatory or delete provision altogether. <b>Historic District:</b> option to delete ARB review.</p>

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Section	Proposed Changes	Options for Advertisement
New Sect. 2-523	Incorporate definitions from the <i>Code of Virginia</i> relating to wireless facilities and support structures. Expand small cell definition to include co-locations on new structures. Define associated support structures.	
Articles 3 through 5	Identify where wireless facilities and associated support structures are permitted.	
Article 7	Incorporate ARB review of new utility distribution and transmission poles and their associated facilities in historic districts.	Delete required ARB review of these poles and facilities if they are permitted by right under Alternative A of Sect. 2-522.
Article 9	Revise Sect. 9-101(5) and (6) to exempt utility poles that comply with Sect. 2-522.  Amend 9-105 to subject wireless facilities and their associated support structures to SE requirements if they do not meet the provisions of Sect. 2-514, 2-519, or 2-522.	Option for SE requirement for any poles and lines that comply with Sect. 2-522 but are located outside of the right-of-way
Article 18	Codify AREP fees and standard process project fees at \$500 and \$6,200, respectively.	
Article 20	Delete mobile and land based telecommunication facility and small cell facility definitions; revise definitions of wireless telecommunication hub site, telecommunication facility, and utility distribution or transmission pole.	

On July 1, 2018, new telecommunications legislation took effect after the 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. See Attachment 2 (also defines wireless facilities, various types of support structures, and other related terms).

Virginia Code § 15.2-2316.4:1 prohibits localities from requiring a special exception for structures and facilities that qualify as AREPs, but it allows localities to require

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administrative review for the issuance of a zoning permit for those projects. This statute is self-executing, so by Action Item, the Board previously approved a permit and review criteria. This proposed Zoning Ordinance amendment would incorporate the new process and criteria into the Zoning Ordinance following public hearings before the Planning Commission and the Board, and it includes additional changes to comply with the FCC Ruling.

As of July 1, 2018, localities may charge a reasonable fee for AREP applications not to exceed \$500. The legislation did not set a ceiling on the fee for standard process projects, but under Virginia law, the fee “shall 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. The amendment would incorporate two new fees into the Zoning Ordinance: (1) \$500 for administrative review-eligible projects; and (2) \$6,200 for standard process projects.

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. By Action Item dated October 16, 2018, the Board previously approved a reduction in that fee to \$500 for AREP applications. The proposed Zoning Ordinance amendment would codify this fee change.

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, new 50-foot (or less) structures that qualify as AREPs are no longer subject to special exception approval and may only be charged a \$500 fee. The proposed amendment would require special exception approval for certain new structures that do not qualify as AREPs (and would instead be considered “standard process projects”). This proposed amendment would reduce the special exception fee for standard process projects to \$6,200 (see Fiscal Impact section for more details). By Action Item dated October 16, 2018, the Board previously approved a reduction in the special exception application filing fee to \$6,200. The proposed Zoning Ordinance amendment would codify this change in fee.

The amendment would also delete and replace the term Mobile and Land-based Telecommunications Facility and the many references to it throughout the Ordinance, because the term is outdated. It would also delete provisions in Section 2-514 that have been superseded by law.

The amendment also proposes a change that relates to the electronic submission of application forms anticipated to occur with the new PLUS system. Due to the short turnaround to review certain wireless facility applications, the after-hours submission of electronic application forms could have a detrimental effect on staff’s ability to conduct a

meaningful review of applications. For example, staff has only 10 days to review and provide notice of any deficiencies in small cell permit applications. If an application was submitted electronically after hours on the Friday of a three-day weekend, staff's available time to review would be significantly reduced. If the County did not accept electronic submissions, this scenario would not occur. To balance the convenience of electronic submissions (once available) with the need to protect staff's review time, the proposed amendment establishes that applications submitted electronically after hours will be deemed received on the next business day.

Draft text for the proposed Zoning Ordinance amendment is included in Attachment 3. Staff anticipates that this draft text may be refined in response to feedback received before the public hearings are advertised.

REGULATORY IMPACT:

The proposed Zoning Ordinance amendment would require wireless services providers and wireless services infrastructure providers to obtain a permit from the Department of Planning and Zoning for all AREPs, except for such poles that the Board may choose to exempt from the Zoning Ordinance. The permit application for AREP projects will involve a combined zoning and 2232 review. Both reviews will be conducted administratively for a single \$500 fee. Projects that do not qualify as small cell facilities or AREPs or that are not otherwise exempt or permitted by right will be processed as standard process projects.

FISCAL IMPACT:

The Board approved a \$500 permit fee for review of AREP applications on October 16, 2018. 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 Board approved a reduction of the special exception fee from \$16,375 to \$6,200, and this amendment proposes to codify that change. This reduction could result in a potential revenue loss of approximately \$33,000. There may be more significant revenue impacts if behavior regarding permit applications changes as a result of this legislation. 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.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – New Legislation

Attachment 3 – Staff Report - Draft Zoning Ordinance Amendment text

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STAFF:

Rachel Flynn, 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, Office of the County Attorney  
Wemi Peters, Assistant County Attorney, Office of the County Attorney

**RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on February 19, 2019, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the 2018 Virginia General Assembly adopted new zoning for wireless communications infrastructure legislation (legislation) with the adoption of House Bill 1258 and Senate Bill 405;

WHEREAS, the legislation took effect on July 1, 2018, and defines an administrative review-eligible project as the installation or construction of a new structure that is not more than 50 feet in height and meets other applicable criteria or the co-location on any existing structure of a wireless facility that is not a small cell facility;

WHEREAS, the legislation prohibits localities from requiring special exception approval for administrative review-eligible projects, but allows localities to require the issuance of zoning permits for such projects;

WHEREAS, the Federal Communications Commission's Declaratory Ruling and Order (FCC Ruling) regarding small wireless facilities was adopted on September 26, 2018, and took effect on January 14, 2019, except that it gave localities until April 15, 2019, to adopt aesthetic requirements and certain other regulations on small wireless facilities;

WHEREAS, the current Zoning Ordinance requires special exception approval for all new structures and for co-locations that do not meet the requirements of Section 2-514 of the Zoning Ordinance and, to the extent they conflict with the new Virginia legislation and the FCC Ruling, those zoning provisions have been superseded; and

WHEREAS, it may be appropriate to amend the Zoning Ordinance to permit Zoning Administrator approval of administrative review-eligible projects, to incorporate new fees and definitions, to incorporate aesthetic standards that apply to utility poles and associated facilities, to delete outdated provisions, and to include other associated revisions, including changes to existing provisions as necessary to accommodate these proposed changes; 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 Administrative Item and in the proposed amendment text, 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.

Given under my hand this 19<sup>th</sup> day of February, 2019.

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors

## VIRGINIA ACTS OF ASSEMBLY -- 2018 RECONVENED SESSION

## CHAPTER 835

*An Act to amend and reenact § 15.2-2316.3 of the Code of Virginia and to amend the Code of Virginia by adding sections numbered 15.2-2316.4:1, 15.2-2316.4:2, and 15.2-2316.4:3, relating to zoning for wireless communications infrastructure.*

[H 1258]

Approved April 18, 2018

**Be it enacted by the General Assembly of Virginia:**

**1. That § 15.2-2316.3 of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding sections numbered 15.2-2316.4:1, 15.2-2316.4:2, and 15.2-2316.4:3 as follows:**

**§ 15.2-2316.3. Definitions.**

As used in this article, unless the context requires a different meaning:

*"Administrative review-eligible project" means a project that provides for:*

*1. The installation or construction of a new structure that is not more than 50 feet above ground level, provided that the structure with attached wireless facilities is (i) not more than 10 feet above the tallest existing utility pole located within 500 feet of the new structure within the same public right-of-way or within the existing line of utility poles; (ii) not located within the boundaries of a local, state, or federal historic district; (iii) not located inside the jurisdictional boundaries of a locality having expended a total amount equal to or greater than 35 percent of its general fund operating revenue, as shown in the most recent comprehensive annual financial report, on undergrounding projects since 1980; and (iv) designed to support small cell facilities; or*

*2. The co-location on any existing structure of a wireless facility that is not a small cell facility.*

*"Antenna" means communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.*

*"Base station" means a station that includes a structure that currently supports or houses an antenna, transceiver, coaxial cables, power cables, or other associated equipment at a specific site that is authorized to communicate with mobile stations, generally consisting of radio transceivers, antennas, coaxial cables, power supplies, and other associated electronics.*

*"Co-locate" means to install, mount, maintain, modify, operate, or replace a wireless facility on, under, within, or adjacent to a base station, building, existing structure, utility pole, or wireless support structure. "Co-location" has a corresponding meaning.*

*"Department" means the Department of Transportation.*

*"Existing structure" means any structure that is installed or approved for installation at the time a wireless services provider or wireless infrastructure provider provides notice to a locality or the Department of an agreement with the owner of the structure to co-locate equipment on that structure. "Existing structure" includes any structure that is currently supporting, designed to support, or capable of supporting the attachment of wireless facilities, including towers, buildings, utility poles, light poles, flag poles, signs, and water towers.*

*"Micro-wireless facility" means a small cell facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, not longer than 11 inches.*

*"New structure" means a wireless support structure that has not been installed or constructed, or approved for installation or construction, at the time a wireless services provider or wireless infrastructure provider applies to a locality for any required zoning approval.*

*"Project" means (i) the installation or construction by a wireless services provider or wireless infrastructure provider of a new structure or (ii) the co-location on any existing structure of a wireless facility that is not a small cell facility. "Project" does not include the installation of a small cell facility by a wireless services provider or wireless infrastructure provider on an existing structure to which the provisions of § 15.2-2316.4 apply.*

*"Small cell facility" means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet and (ii) all other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet, or such higher limit as is established by the Federal Communications Commission. The following types of associated equipment are not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation boxes, back-up power systems, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.*

*"Standard process project" means any project other than an administrative review-eligible project.*

*"Utility pole" means a structure owned, operated, or owned and operated by a public utility, local government, or the Commonwealth that is designed specifically for and used to carry lines, cables, or wires for communications, cable television, or electricity.*

*"Water tower" means a water storage tank, or a standpipe or an elevated tank situated on a support structure, originally constructed for use as a reservoir or facility to store or deliver water.*

*"Wireless facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (i) equipment associated with wireless services, such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services, such as microwave backhaul, and (ii) radio transceivers, antennas, coaxial, or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.*

*"Wireless infrastructure provider" means any person that builds or installs transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.*

*"Wireless services" means (i) "personal wireless services" as defined in 47 U.S.C. § 332(c)(7)(C)(i); (ii) "personal wireless service facilities" as defined in 47 U.S.C. § 332(c)(7)(C)(ii), including commercial mobile services as defined in 47 U.S.C. § 332(d), provided to personal mobile communication devices through wireless facilities; and (iii) any other fixed or mobile wireless service, using licensed or unlicensed spectrum, provided using wireless facilities.*

*"Wireless services provider" means a provider of wireless services.*

*"Wireless support structure" means a freestanding structure, such as a monopole, tower, either guyed or self-supporting, or suitable existing structure or alternative structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include any telephone or electrical utility pole or any tower used for the distribution or transmission of electrical service.*

**§ 15.2-2316.4:1. Zoning; other wireless facilities and wireless support structures.**

*A. A locality shall not require that a special exception, special use permit, or variance be obtained for the installation or construction of an administrative review-eligible project but may require administrative review for the issuance of any zoning permit, or an acknowledgement that zoning approval is not required, for such a project.*

*B. A locality may charge a reasonable fee for each application submitted under subsection A or for any zoning approval required for a standard process project. The fee shall not include direct payment or reimbursement of third-party fees charged on a contingency basis or a result-based arrangement. Upon request, a locality shall provide the applicant with the cost basis for the fee. A locality shall not charge market-based or value-based fees for the processing of an application. If the application is for:*

*1. An administrative review-eligible project, the fee shall not exceed \$500; and*

*2. A standard process project, the fee shall not exceed the actual direct costs to process the application, including permits and inspection.*

*C. The processing of any application submitted under subsection A or for any zoning approval required for a standard process project shall be subject to the following:*

*1. Within 10 business days after receiving an incomplete application, the locality shall notify the applicant that the application is incomplete. The notice shall specify any additional information required to complete the application. The notice shall be sent by electronic mail to the applicant's email address provided in the application. If the locality fails to provide such notice within such 10-day period, the application shall be deemed complete.*

*2. Except as provided in subdivision 3, a locality shall approve or disapprove a complete application:*

*a. For a new structure within the lesser of 150 days of receipt of the completed application or the period required by federal law for such approval or disapproval; or*

*b. For the co-location of any wireless facility that is not a small cell facility within the lesser of 90 days of receipt of the completed application or the period required by federal law for such approval or disapproval, unless the application constitutes an eligible facilities request as defined in 47 U.S.C. § 1455(a).*

*3. Any period specified in subdivision 2 for a locality to approve or disapprove an application may be extended by mutual agreement between the applicant and the locality.*

*D. A complete application for a project shall be deemed approved if the locality fails to approve or disapprove the application within the applicable period specified in subdivision C 2 or any agreed extension thereof pursuant to subdivision C 3.*

*E. If a locality disapproves an application submitted under subsection A or for any zoning approval required for a standard process project:*

*1. The locality shall provide the applicant with a written statement of the reasons for such disapproval; and*

*2. If the locality is aware of any modifications to the project as described in the application that if made would permit the locality to approve the proposed project, the locality shall identify them in the written statement provided under subdivision 1. The locality's subsequent disapproval of an application*

for a project that incorporates the modifications identified in such a statement may be used by the applicant as evidence that the locality's subsequent disapproval was arbitrary or capricious in any appeal of the locality's action.

F. A locality's action on disapproval of an application submitted under subsection A or for any zoning approval required for a standard process project shall:

1. Not unreasonably discriminate between the applicant and other wireless services providers, wireless infrastructure providers, providers of telecommunications services, and other providers of functionally equivalent services; and

2. Be supported by substantial record evidence contained in a written record publicly released within 30 days following the disapproval.

G. An applicant adversely affected by the disapproval of an application submitted under subsection A or for any zoning approval required for a standard process project may file an appeal pursuant to subsection F of § 15.2-2285, or to § 15.2-2314 if the requested zoning approval involves a variance, within 30 days following delivery to the applicant or notice to the applicant of the record described in subdivision F 2.

**§ 15.2-2316.4:2. Application reviews.**

A. In its receiving, consideration, and processing of a complete application submitted under subsection A of § 15.2-2316.4:1 or for any zoning approval required for a standard process project, a locality shall not:

1. Disapprove an application on the basis of:

a. The applicant's business decision with respect to its designed service, customer demand for service, or quality of its service to or from a particular site;

b. The applicant's specific need for the project, including the applicant's desire to provide additional wireless coverage or capacity; or

c. The wireless facility technology selected by the applicant for use at the project;

2. Require an applicant to provide proprietary, confidential, or other business information to justify the need for the project, including propagation maps and telecommunications traffic studies, or information reviewed by a federal agency as part of the approval process for the same structure and wireless facility, provided that a locality may require an applicant to provide a copy of any approval granted by a federal agency, including conditions imposed by that agency;

3. Require the removal of existing wireless support structures or wireless facilities, wherever located, as a condition for approval of an application. A locality may adopt reasonable rules with respect to the removal of abandoned wireless support structures or wireless facilities;

4. Impose surety requirements, including bonds, escrow deposits, letters of credit, or any other types of financial surety, to ensure that abandoned or unused wireless facilities can be removed, unless the locality imposes similar requirements on other permits for other types of similar commercial development. Any such instrument shall not exceed a reasonable estimate of the direct cost of the removal of the wireless facilities;

5. Discriminate or create a preference on the basis of the ownership, including ownership by the locality, of any property, structure, base station, or wireless support structure, when promulgating rules or procedures for siting wireless facilities or for evaluating applications;

6. Impose any unreasonable requirements or obligations regarding the presentation or appearance of a project, including unreasonable requirements relating to (i) the kinds of materials used or (ii) the arranging, screening, or landscaping of wireless facilities or wireless structures;

7. Impose any requirement that an applicant purchase, subscribe to, use, or employ facilities, networks, or services owned, provided, or operated by a locality, in whole or in part, or by any entity in which a locality has a competitive, economic, financial, governance, or other interest;

8. Condition or require the approval of an application solely on the basis of the applicant's agreement to allow any wireless facilities provided or operated, in whole or in part, by a locality or by any other entity, to be placed at or co-located with the applicant's project;

9. Impose a setback or fall zone requirement for a project that is larger than a setback or fall zone area that is imposed on other types of similar structures of a similar size, including utility poles;

10. Limit the duration of the approval of an application, except a locality may require that construction of the approved project shall commence within two years of final approval and be diligently pursued to completion; or

11. Require an applicant to perform services unrelated to the project described in the application, including restoration work on any surface not disturbed by the applicant's project.

B. Nothing in this article shall prohibit a locality from disapproving an application submitted under subsection A of § 15.2-2316.4:1 or for any zoning approval required for a standard process project:

1. On the basis of the fact that the proposed height of any wireless support structure, wireless facility, or wireless support structure with attached wireless facilities exceeds 50 feet above ground level, provided that the locality follows a local ordinance or regulation that does not unreasonably discriminate between the applicant and other wireless services providers, wireless infrastructure providers, providers of telecommunications services, and other providers of functionally equivalent

services; or

2. That proposes to locate a new structure, or to co-locate a wireless facility, in an area where all cable and public utility facilities are required to be placed underground by a date certain or encouraged to be undergrounded as part of a transportation improvement project or rezoning proceeding as set forth in objectives contained in a comprehensive plan, if:

a. The undergrounding requirement or comprehensive plan objective existed at least three months prior to the submission of the application;

b. The locality allows the co-location of wireless facilities on existing utility poles, government-owned structures with the government's consent, existing wireless support structures, or a building within that area;

c. The locality allows the replacement of existing utility poles and wireless support structures with poles or support structures of the same size or smaller within that area; and

d. The disapproval of the application does not unreasonably discriminate between the applicant and other wireless services providers, wireless infrastructure providers, providers of telecommunications services, and other providers of functionally equivalent services.

C. Nothing in this article shall prohibit an applicant from voluntarily submitting, and the locality from accepting, any conditions that otherwise address potential visual or aesthetic effects resulting from the placement of a new structure or facility.

D. Nothing in this article shall prohibit a locality from disapproving an application submitted under a standard process project on the basis of the availability of existing wireless support structures within a reasonable distance that could be used for co-location at reasonable terms and conditions without imposing technical limitations on the applicant.

**§ 15.2-2316.4:3. Additional provisions.**

A. A locality shall not require zoning approval for (i) routine maintenance or (ii) the replacement of wireless facilities or wireless support structures within a six-foot perimeter with wireless facilities or wireless support structures that are substantially similar or the same size or smaller. However, a locality may require a permit to work within the right-of-way for the activities described in clause (i) or (ii), if applicable.

B. Nothing in this article shall prohibit a locality from limiting the number of new structures or the number of wireless facilities that can be installed in a specific location.

2. That any publicly-owned or privately-owned wireless service provider operating within the Commonwealth or serving residents of the Commonwealth shall, by January 1, 2019, and annually thereafter until January 1, 2025, provide to the Department of Housing and Community Development a report detailing by county, city, and town enhanced service capacity in previously served areas and expansion of service in previously unserved geographic areas that are provided access to wireless services. Notwithstanding any other provision of law, the Department shall maintain the confidentiality of company-specific data but may publicly release aggregate data.

3. That the Secretariats of Commerce and Trade and Public Safety and Homeland Security shall convene a group of stakeholders, to include representatives from the Department of Housing and Community Development, the Virginia Economic Development Partnership, the Virginia Tobacco Region Revitalization Commission, and the Department of Emergency Management, industry representatives, and representatives of affected communities, to develop a plan for expanding access to wireless services in unserved and underserved areas of the Commonwealth. The plan shall be completed by December 15, 2018. The plan shall include the following components: a definition of unserved and underserved areas, identification of barriers to access to wireless services in such areas, a proposed expedited review process for such areas, identification of ways to encourage industry to locate in such areas, and consideration of a lower fee for such an expedited review process.



**FAIRFAX  
COUNTY**

# **STAFF REPORT**

V I R G I N I A

## **PROPOSED ZONING ORDINANCE AMENDMENT**

**Zoning for Wireless Telecommunications Infrastructure**

### **PUBLIC HEARING DATES**

**Planning Commission**

**March 20, 2019 at 7:30 p.m.**

**Board of Supervisors**

**April 9, 2019 at 2:30 p.m.**

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

February 19, 2019

LK



Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 48 hours advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

## PROPOSED AMENDMENT

*This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of February 19, 2019 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.*

1 Amend Article 2, General Regulations, as follows:

2  
3 - Amend Part 1, Scope of Regulations, by revising Par. 1A of Sect. 2-104, Exemptions, to  
4 read as follows:

5  
6 1. The following structures and uses shall be exempt from the regulations of this Ordinance:

7  
8 A. ~~Wires, cables, conduits, Vaults, laterals, pipes, mains, valves or other similar~~  
9 ~~equipment for the distribution to consumers of telephone or other communications,~~  
10 ~~electricity, gas, or water, or the collection of sewage or surface water operated or~~  
11 ~~maintained by a government entity or a public utility including customary meter~~  
12 ~~pedestals, telephone utility pedestals, distribution transformers and temporary utility~~  
13 ~~facilities required during building construction, for the distribution to consumers of~~  
14 ~~utilities operated or maintained by a government entity or a public utility, whether~~  
15 ~~any such facility is located underground or aboveground; but only when such~~  
16 ~~facilities are located in a street right-of-way or in an easement less than twenty five~~  
17 ~~(25) feet in width. This exemption shall does not include any substation located on~~  
18 ~~or above the surface of the ground or any such distribution facility located in an~~  
19 ~~easement of twenty five (25) feet or more in width which shall be regulated by the~~  
20 ~~provisions of Part 1 of Article 9. [Advertise an option to include utility distribution~~  
21 ~~or transmission poles up to 50 feet in height if the Board selects Alt. A under Sect.~~  
22 ~~2-522, or to include utility distribution or transmission poles up to 50 feet in height~~  
23 ~~and located in road right-of-way if the Board selects Alt. B under Sect. 2-522.]~~  
24

25 - Amend Part 5, Qualifying Use, Structure Regulations, Sect. 2-501, Limitation on the  
26 Number of Dwelling Units on a Lot, by revising the introductory paragraph to read as  
27 follows:

28  
29 There ~~shall be not~~ must not be more than one (1) dwelling unit on any one (1) lot,  
30 nor ~~shall may~~ a dwelling unit be located on the same lot with any other principal building. This  
31 provision ~~shall not be deemed, however, to~~ does not preclude multiple family dwelling units  
32 as permitted by the provisions of this Ordinance; an accessory use or accessory service use as  
33 may be permitted by the provisions of Article 10; an accessory dwelling unit as may be  
34 approved by the BZA in accordance with the provisions of Part 9 of Article 8; single family

1 attached dwellings in a rental development; or a condominium development as provided for in  
 2 Sect. 518 below; ~~or antennas and/or related unmanned equipment structures for a mobile and~~  
 3 ~~land based telecommunications facility mounted on a utility distribution pole, utility~~  
 4 ~~transmission pole or light/camera standard or wireless facilities and associated support~~  
 5 ~~structures, but only~~ in accordance with the provisions of ~~Sect. 2-514~~ Sections 2-514, 2-519, 2-  
 6 520, and 2-522 below. *[Advertise option to delete or to include a reference to Article 9, as*  
 7 *applicable, to correspond with Alternative C of Sect. 2-522, below.]*  
 8

9 In addition, in all districts, the Board or BZA, in conjunction with the approval of a special  
 10 exception or special permit use, may allow dwelling units for a proprietor, owner and/or  
 11 employee and his/her family whose business or employment is directly related to the special  
 12 exception or special permit use. Such dwelling units may either be located within the same  
 13 structure as the special exception or special permit use or in separate detached structures on  
 14 the same lot. If located in separate detached structures, such dwelling units ~~shall~~ must meet the  
 15 applicable bulk regulations for a principal structure set forth in the specific district in which  
 16 located, and any locational requirements set forth as additional standards for a special  
 17 exception or special permit use ~~shall not be~~ are not applicable to detached structures occupied  
 18 by dwelling units.  
 19

- 20 - **Repeal Sect. 2-514, Limitations on Mobile and Land Based Telecommunication Facilities,**  
 21 **in its entirety and replace it with a new Sect. 2-514, Wireless Facilities and Their**  
 22 **Associated Support Structures, to read as follows: as follows:**  
 23

#### 24 **2-514 Limitations on Wireless Facilities and Their Associated Support Structures**

25  
 26 Wireless facilities and their associated support structures, including, without limitation,  
 27 wireless support structures, existing structures, and replacement structures (except as  
 28 otherwise specified below), are permitted on any lot in any zoning districts when such  
 29 facilities, equipment, and supporting structures meet the following limitations and are not  
 30 specifically precluded by any applicable proffered condition, development condition,  
 31 special permit or special exception condition- In addition, wireless facilities and support  
 32 structures, including those located within the right-of-way, are subject to the requirements  
 33 of Sect. 15.2-2232 of the Code of Virginia and to the application fees as provided for in  
 34 Sect. 18-106. Wireless facilities and their associated support structures that do not meet the  
 35 following limitations or the limitations in Sect. 2-519, Sect. 2-520, or Sect. 2-522 require  
 36 special exception approval. [Option – advertised to allow the Board to consider the denial  
 37 of applications that do not meet Sect. 2-522.]  
 38

- 39 1. Co-locations: The proposed co-location of wireless facilities s on any existing  
 40 structure [Option – and on certain replacement structures] that are not small cell  
 41 facilities and that do not fall under Sect. 6409 of the Spectrum Act are deemed a  
 42 type of administrative review-eligible project, as defined in Sect. 15.2-2316.3 of  
 43 the Code of Virginia, subject to approval by the Zoning Administrator of an  
 44 administrative review-eligible project permit, compliance with the provisions  
 45 below, and payment of the applicable fee in Sect. 18-106.  
 46

- 1           A. The antennas and associated mounting must be enclosed in a canister or other  
 2 enclosure, be flush mounted, be fully screened by a wall, vegetation, or other  
 3 existing structure, or provide other means of fully mitigating visual impacts.  
 4
- 5           B. Related equipment cabinets or structures are subject to the following:  
 6
- 7               (1) When located on the existing structure, equipment cabinets must be fully  
 8 enclosed within the existing structure, designed to match or blend with the  
 9 structure on which they are located, or provide other means of fully  
 10 mitigating visual impacts.  
 11
- 12               (2) Any ground-mounted equipment associated with an administrative review-  
 13 eligible project is subject to the provisions of Par. 2B of Sect. 2-522.  
 14
- 15           C. Routine maintenance or the replacement of existing wireless facilities or  
 16 associated support structures, including light poles, within a six-foot perimeter  
 17 with wireless facilities or wireless support structures that are substantially  
 18 similar or the same size or smaller is permitted, and eligible facilities requests  
 19 may also be permitted in accordance with Sect. 2-520, and a co-location may  
 20 occur on such a replacement structure, subject to the following, or as may  
 21 otherwise be reviewed and approved under Sect. 2-520;  
 22

23           *Alternative A for Par. (1)*  
 24

- 25               (1) When located in zoning districts that are zoned for single family dwellings  
 26 and are residentially developed, vacant, or common open space and not  
 27 located on a major thoroughfare, the replacement pole must be no taller than  
 28 the existing pole. The diameter of such replacement pole must be no more  
 29 than 25 percent greater than the existing pole, up to a maximum diameter of  
 30 30 inches.  
 31

32           *Alternative B for Par. (1)*  
 33

- 34               (1) When located in zoning districts that are zoned for single family dwellings  
 35 and are residentially developed, vacant, or common open space and not  
 36 located on a major thoroughfare, the replacement pole or standard cannot  
 37 be more than 15 feet higher than the existing pole. The diameter of such  
 38 replacement pole or standard must not exceed 30 inches.  
 39
- 40               (2) When located in zoning districts that are zoned for single family dwellings  
 41 and are residentially developed, vacant, or common open space and located  
 42 on a major thoroughfare, the height of a replacement pole or standard,  
 43 including antennas, must not exceed 80 feet. However, if the height of the  
 44 existing pole exceeds 80 feet, the replacement pole or standard cannot be  
 45 more than 15 feet higher. The diameter of such replacement pole or  
 46 standard must not exceed 30 inches.

- 1  
2  
3  
4  
5  
6  
7  
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9
- (3) When located in zoning districts that are zoned for multiple family and are residentially developed with buildings that are 35 feet or less in height, vacant, or common open space, the height of a replacement pole or standard, including antennas, must not exceed 100 feet. However, if the height of the existing pole exceeds 100 feet, the replacement pole or standard cannot be more than 15 feet higher. The diameter of such replacement pole or standard must not exceed 42 inches.
- 10  
11  
12  
13
- (4) The height of a replacement light/camera standard on property used for athletic fields, must not exceed 125 feet, including antennas. The diameter of such light/camera standard cannot exceed 60 inches.
- 14  
15  
16  
17  
18  
19
- (5) In all other instances, the height of a replacement pole or standard, including antennas, must not exceed 100 feet. However, if the height of the existing pole exceeds 100 feet, the replacement pole or standard cannot be more than 15 feet higher. The diameter of such replacement pole or standards must not exceed 60 inches.

20  
21  
22  
23  
24

*[Option – advertised to allow the Board to adopt alternatives for Par. C with any numbers between 0 and the numbers proposed above; or to allow the Board to retain Par. C without alternatives in accordance with Sect. 15.2-2316.4:3 of the Code of Virginia.]*

25  
26  
27  
28

D. Applicants must provide with their application documentation of permission from the owner of the existing or replacement structure to co-locate wireless facilities on that structure.

29  
30

2. Wireless telecommunication hub sites are subject to the following:

31  
32

A. Hub sites are permitted:

- 33  
34  
35  
36  
37  
38
- (1) In all C Districts, I-1, 1-2, I-3, I-4, I-5 and I-6 Districts, and in the commercial areas of P districts.
- (2) In all R districts on lots that are not vacant, open space, or residentially developed.

39  
40

B. The hub site must not exceed 12 feet in height or 750 square feet of gross floor area.

41  
42  
43

C. The maximum permitted floor area ratio for the zoning district must not be exceeded.

44  
45

D. The hub site must meet the minimum yard requirements of the district in which it is located, except that hub sites located in a utility transmission easement or street

1 right-of-way may be located a minimum of 20 feet from the utility transmission  
 2 easement or street right-of-way.

3  
 4 E. Hub sites are not subject to the fence/wall height limitations of Sect. 10-104. Hub  
 5 sites located within a utility easement must be screened by a solid fence, wall or  
 6 berm 8 feet in height, an evergreen hedge with an ultimate height of at least 8 feet  
 7 and a planted height of at least 48 inches, or an 8 foot tall fence, wall, berm and  
 8 or landscaping combination. Hub sites located outside of a utility transmission  
 9 easement are subject to the transitional requirements of Article 13 for a light public  
 10 utility use. If a hub site is added to an existing fenced or screened enclosure that  
 11 contains wireless equipment structures, the screening requirement for the hub site  
 12 may be satisfied with the existing screening, provided that the screening meets the  
 13 requirements listed above.

14  
 15 F. A wireless telecommunication hub site that is located within an existing or principal  
 16 or accessory structure is not subject to Paragraphs 2B through 2E above.

17  
 18 3. For the purposes of this section, the height of hub sites and replacement utility poles or  
 19 light poles will be measured as follows:

20  
 21 A. The height of a hub site is the vertical distance between the lowest point of finished  
 22 ground level adjacent to the structure and the highest point of the roof for flat roofs;  
 23 to the deck line of mansard roofs; and to the average height between the eaves and  
 24 the ridge for gable, hip and gambrel roofs.

25  
 26 B. Replacement utility poles and light pole height is the vertical distance between the  
 27 lowest point of finished ground level adjacent to the structure and the highest point  
 28 of the structure, including antennas.

29  
 30 4. Commercial advertising is not allowed on any portion of a wireless facility or its associated  
 31 support structure.

32  
 33 5. Except for co-location on a light pole, signals, lights, or illumination are not permitted on  
 34 wireless facilities or their support structures up to 100 feet in height unless required by the  
 35 Federal Communications Commission, the Federal Aviation Administration, or the  
 36 County. On wireless facilities greater than 100 feet in height, a steady red marker light  
 37 must be installed and operated at all times, unless the Zoning Administrator waives the red  
 38 marker light requirement upon a determination by the Police Department that such marker  
 39 light is not necessary for flight safety requirements for police and emergency helicopter  
 40 operations. All steady red marker lights must be shielded to prevent the downward  
 41 transmission of light.

42  
 43 6. All applications involving wireless facilities, including without limitation small cell  
 44 facilities, standard process projects, administrative review-eligible projects, and eligible  
 45 facility requests under the Spectrum Act, that are submitted electronically outside of the

1 Department of Planning and Zoning's regular business hours will be deemed received by  
 2 the Department on the next business day.

3  
 4 - **Amend Sect. 2-519, Small Cell Facilities, to read as follows:**

5  
 6 The installation of a small cell facility by a wireless services provider or wireless infrastructure  
 7 provider on an existing structure may be permitted on any lot in any zoning district subject to  
 8 approval by the Zoning Administrator of a small cell facility zoning permit and compliance  
 9 with the provisions below. An application proposing the installation of a small cell facility on  
 10 a new structure is subject to the requirements of this Section, the requirements of Paragraphs  
 11 Sect. 2-522, as applicable, and approval by the Zoning Administrator of an Administrative  
 12 Review-Eligible Project permit. *[Advertised to delete the requirement of Zoning*  
 13 *Administrator approval if structures up to 50 feet are permitted by right in Sect. 2-522.]*

14  
 15 ~~For the purposes of this provision, an existing structure will be deemed any structure that is~~  
 16 ~~installed or approved for installation at the time a wireless services provider or wireless~~  
 17 ~~infrastructure provider (provider) provides notice to the County or the Virginia Department of~~  
 18 ~~Transportation of an agreement with the owner of the structure to co-locate equipment on that~~  
 19 ~~structure. It includes any structure that is currently supporting, designed to support, or capable~~  
 20 ~~of supporting the attachment of wireless facilities, including towers, buildings, utility poles,~~  
 21 ~~light poles, flag poles, freestanding signs, and water towers. It also includes, without~~  
 22 ~~limitation, any structure located within the right of way~~

23  
 24 ~~A wireless infrastructure provider means any person that builds or installs transmission~~  
 25 ~~equipment, wireless facilities, or structures designed to support or capable of supporting~~  
 26 ~~wireless facilities, but that is not a wireless services provider.~~

27  
 28 1. General Requirements

29  
 30 ~~1A.~~ The provider applicant must demonstrate that each small cell facility complies with  
 31 the following:

32  
 33 ~~A.(1)~~ (1) Each antenna is located inside an enclosure of no more than six (6) cubic feet  
 34 in volume, or, in the case of an antenna that has exposed elements, the antenna  
 35 and all of its exposed elements could fit within an imaginary enclosure of no  
 36 more than six (6) cubic feet; and

37  
 38 ~~B.(2)~~ (2) All other wireless equipment associated with the facility has a cumulative  
 39 volume of no more than ~~twenty-eight (28)~~ twenty-eight (28) cubic feet or such higher limit as  
 40 is established by the Federal Communication Commission.

41  
 42 The following types of associated equipment are not included in the equipment  
 43 volume calculation: electric meter, concealment, telecommunications demarcation  
 44 boxes, backup power systems, grounding equipment, power transfer switches, cut-  
 45 off switches, and vertical cable runs for the connection of power and other services.  
 46

1           2B. Before installing any small cell facility, the provider must obtain an approved zoning  
 2 permit for each facility in accordance with Paragraphs 2 or 3, below. Each permit  
 3 request must include the specific location of each proposed small cell facility  
 4 including specific identification of the existing or new structure on which the facility  
 5 will be installed, specifications showing the size of the antennas and associated  
 6 equipment of each small cell facility, and a statement from the owner of the structure  
 7 consenting to co-location of the small cell facility on the structure. This information  
 8 must be provided as part of any permit application.

9  
 10           C. A small cell facility must be removed by the wireless services provider or wireless  
 11 infrastructure provider that installed the facility or is otherwise responsible for the  
 12 facility within 120 days after the owner of the existing structure withdraws or revokes  
 13 its consent for co-location of such facility; the owner of the existing structure removes  
 14 the existing structure; or such facility is no longer in use, in which case it will be  
 15 deemed abandoned and must be removed by such provider on that basis.

16  
 17           D. Notwithstanding the above, the installation, placement, maintenance, or replacement  
 18 of micro-wireless facilities that are suspended on cables or lines that are strung  
 19 between existing utility poles in compliance with national safety codes will not be  
 20 subject to this provision. For the purposes of this provision, a micro-wireless facility  
 21 is a small cell facility that is no greater than 24 inches in length, 15 inches in width,  
 22 and 12 inches in height, and that has an exterior antenna, if any, no more than 11  
 23 inches in length.

## 24           2. Small Cell Facilities on Existing Structures

25  
 26  
 27           A. The applicant must complete a small cell facility application for each zoning permit  
 28 request on forms provided by the County and must file completed forms with the  
 29 Zoning Administrator. A single application may include up to thirty-five (35) permit  
 30 requests. The application form may require certification by the applicant that the small  
 31 cell facility will not materially interfere with or degrade the County's existing public  
 32 safety communications system.

33  
 34           3. ~~Each permit request must include the specific location of each proposed small cell~~  
 35 ~~facility including specific identification of the existing or new structure on which the~~  
 36 ~~facility will be installed, specifications showing the size of the antennas and associated~~  
 37 ~~equipment of each small cell facility, and a statement from the owner of the structure~~  
 38 ~~consenting to co-location of the small cell facility on the structure.~~

39  
 40           4. ~~The Zoning Administrator must approve or deny the application within sixty (60)~~  
 41 ~~days of receipt of a complete application. Within ten (10) days after receipt of an~~  
 42 ~~application and a valid electronic mail address for the applicant, the Zoning~~  
 43 ~~Administrator will notify the applicant by electronic mail whether the application is~~  
 44 ~~incomplete and specify any missing information; otherwise, the application will be~~  
 45 ~~deemed complete. The sixty (60) day review period may be extended by the Zoning~~  
 46 ~~Administrator in writing for a period not to exceed an additional thirty (30) days. The~~

1 application will be deemed approved if the Zoning Administrator fails to act within  
 2 the initial sixty (60) days or an extended thirty (30) day period.

3  
 4 5B. The application for a small cell facility must be accompanied by the following filing  
 5 fees made payable to the County of Fairfax:

6  
 7 ~~A.~~(1) \$100 each for up to five ~~(5)~~ small cell facilities on a single application; and

8  
 9 ~~B.~~(2) \$50 for each additional small cell facility on a single application.

10  
 11 3. Small Cell Facilities on New Administrative Review-Eligible Project Structures: *[Advertise*  
 12 *an option to delete Zoning Administrator approval of AREP applications if the Board*  
 13 *selects Alt. A under Sect. 2-522, or to delete Zoning Administrator approval of AREP*  
 14 *applications proposing installation in the street or utility easement if the Board selects*  
 15 *Alt. B under Sect. 2-522.]*

16  
 17 A. Must comply with the following provisions, as well as the provisions of Sect. 2-522.

18  
 19 *Alternative A for Par. B*

20  
 21 B. May not exceed 50 feet in height, provided that any such structure with attached  
 22 wireless facilities is:

23  
 24 (1) Not more than 10 feet above the tallest existing utility pole within 500 feet of the  
 25 new structure within the same public right-of-way or within the existing line of  
 26 utility poles;

27  
 28 (2) Not located within any local, state, or historic district, including Historic Overlay  
 29 Districts under Article 7; and

30  
 31 (3) Designed to support small cell facilities.

32  
 33 *Alternative B for Par. B*

34  
 35 B. May locate on any property, provided that any such structure with attached wireless  
 36 facilities is:

37  
 38 (1) Not more than 50 feet in height; and

39  
 40 (2) Designed to support small cell facilities.

41  
 42 C. New structures that meet the requirements of this section are a type of administrative  
 43 review-eligible project (AREP) under the Code of Virginia.

- 1           D. Applicants may apply for Zoning Administrative approval of an AREP permit for a  
 2 standalone structure or may apply for Zoning Administrator approval of a combined  
 3 AREP permit with small cell facilities.  
 4
- 5           E. A single or combined permit under Par. 2D, above, is subject to the AREP fee under  
 6 Sect. 18-106, the fee for small cell facilities under Par. 2 above, or both, if combined.  
 7
- 8           F. Any application for an AREP and its proposed facilities that meets all other  
 9 requirements of this Section but proposes its location in a historic district is subject to  
 10 Architectural Review Board review under Article 7. *[Advertise an option to require*  
 11 *special exception approval under Art. 9.]*  
 12
- 13           6. ~~The Zoning Administrator may deny a proposed location or installation of a small cell~~  
 14 ~~facility only for the reasons listed below. Any denial of the application must be in~~  
 15 ~~writing and accompanied by an explanation for the denial.~~  
 16
- 17           A. ~~Material potential interference with other pre-existing communications facilities~~  
 18 ~~or with future communications facilities that have already been designed and~~  
 19 ~~planned for a specific location or that have been reserved for future public safety~~  
 20 ~~communications facilities;~~  
 21
- 22           B. ~~The installation adversely impacts public safety or other critical public service~~  
 23 ~~needs;~~  
 24
- 25           C. ~~The installation is on publicly owned or publicly controlled property and the~~  
 26 ~~installation would have an adverse aesthetic impact or due to the absence of all~~  
 27 ~~required approvals from all departments, authorities, and agencies with~~  
 28 ~~jurisdiction over such property; or~~  
 29
- 30           D. ~~When located in a Historic Overlay District and such location conflicts with Part~~  
 31 ~~2 of Article 7.~~  
 32
- 33           7. ~~A small cell facility must be removed by the wireless services provider or wireless~~  
 34 ~~infrastructure provider that installed the facility or is otherwise responsible for the~~  
 35 ~~facility within 120 days after the owner of the existing structure withdraws or revokes~~  
 36 ~~its consent for co-location of such facility; the owner of the existing structure removes~~  
 37 ~~the existing structure; or such facility is no longer in use, in which case it will be~~  
 38 ~~deemed abandoned and must be removed by such provider on that basis.~~  
 39
- 40           8. ~~Notwithstanding the above, the installation, placement, maintenance, or replacement~~  
 41 ~~of micro wireless facilities that are suspended on cables or lines that are strung~~  
 42 ~~between existing utility poles in compliance with national safety codes will not be~~  
 43 ~~subject to this provision. For the purposes of this provision, a micro wireless facility~~  
 44 ~~is a small cell facility that is no greater than twenty four (24) inches in length, fifteen~~  
 45 ~~(15) inches in width, and twelve (12) inches in height, and that has an exterior antenna,~~  
 46 ~~if any, no more than eleven (11) inches in length.~~

- 1  
2 - Add new Sect. 2-522 to read as follows:  
3

4 **Sect. 2-522 Requirements for New Utility Distribution or Transmission Poles and their**  
5 **Associated Facilities** *[Advertise with the Option to Delete this Section entirely*  
6 *or to adopt any one or any combination of alternatives below.]*  
7

8 *Alternative A for Sect. 2-522:*  
9

10 New Utility Distribution or Transmission Poles not more than 50 feet in height with attached  
11 facilities are exempt from this Ordinance, except that they remain subject to any applicable  
12 building permit requirements of the County and any associated facilities installed on the poles  
13 remain subject to any applicable zoning requirements.  
14

15 *Alternative B for Sect. 2-522:*  
16

- 17 1. New Utility Distribution or Transmission Poles not more than 50 feet in height with attached  
18 facilities that are proposed to be located within the street or utility easement are exempt  
19 from this Ordinance, except that they remain subject to any applicable building permit  
20 requirements of the County and any associated facilities installed on the poles remain  
21 subject to any applicable zoning requirements.  
22
- 23 2. New Utility Distribution or Transmission Poles not more than 50-feet in height with  
24 attached facilities that do not qualify as administrative review-eligible projects under Sect.  
25 2-519 are required to obtain special exception approval under Part 1 of Article 9.  
26 *[Advertised with the option to delete this provision and not require a special exception for*  
27 *any new structure under this section but still require Zoning Administrator approval of*  
28 *any new structure and ARB review of any new structure proposed to locate in a historic*  
29 *district.]*  
30

31 *Alternative C for Sect. 2-522:*  
32

- 33 1. Wiring, Cables, and Conduit Requirements  
34
- 35 A. All wiring and cables must be firmly secured to the utility distribution or transmission  
36 pole (referred to in this section as “new structure”).  
37
- 38 B. All mounting brackets and wiring, cables, and conduits that are not located in a fully  
39 enclosed structure must be the same color as, or otherwise demonstrated to match or  
40 blend with, the new structure on which they are mounted.  
41
- 42 C. Spools or coils of excess fiber optic or cables or any other wires may not be stored on  
43 the new structure except completely within approved enclosures or cabinets.  
44
- 45 2. Equipment and Facilities  
46

1 A. All equipment and support structures located on the new structure:

- 2  
3 (1) Must be the same color or material as the new structure and covered by rust-proof  
4 treatment or materials.  
5  
6 (2) Must be flush mounted to the new structure or supported by mounting brackets.  
7  
8 (3) The support brackets may not extend beyond the new structure by more than eight  
9 inches.

10  
11 B. Ground-mounted equipment associated with a new structure or as otherwise required  
12 in this Ordinance is subject to the following:

- 13  
14 (1) Each provider is limited to no more than one equipment structure associated with  
15 each new structure.  
16  
17 (2) May not exceed 12 feet in height or 500 square feet of gross floor area. [Advertised  
18 to allow the Board to consider any maximum equipment size from 100 to 750 sq.  
19 ft. of GFA and from 8 to 12 feet in height.]  
20  
21 (3) Must be located a minimum distance of 10 feet from all lot lines or street right-of-  
22 way lines.  
23  
24 (4) Notwithstanding the fence/wall height limitations of Sect. 10-104, the equipment  
25 must be screened by a solid fence, wall or berm 8 feet in height, an evergreen hedge  
26 with an ultimate height of 8 feet and a planted height of 48 inches, or an 8-foot-tall  
27 fence, wall, berm and/or landscaping combination.

28  
29 Equipment located within an existing principal or accessory structure, or equipment  
30 designed as a bench, mailbox, light pole, or other structure exempt from the minimum  
31 yard requirements under Par. 2 of Sect. 2-104, is not subject to the provisions of this  
32 paragraph.

33  
34 C. Any antennas and associated mounting must be enclosed in a canister or other enclosure  
35 or provide other means of fully mitigating visual impacts.

- 36  
37 3. All new structures under this section must be constructed of materials and colors designed  
38 to match or closely replicate existing utility poles within the same right-of-way or line of  
39 poles.  
40  
41 4. The minimum horizontal distance between any new structure under this section and any  
42 other existing, or permitted but unconstructed, utility distribution or transmission pole is  
43 not less than 300 feet. [Advertised to allow the Board to consider any distance from 0 to  
44 500 feet or to eliminate this provision altogether.]  
45  
46 5. The Zoning Administrator may disapprove an application for a new structure if it is

1 proposed to be located in an area where all cable and public utility facilities are encouraged  
 2 to be undergrounded as part of a transportation improvement project or rezoning  
 3 application proceeding as set forth in the Comprehensive Plan objectives and: *[Advertised*  
 4 *to make the Zoning Administrator's disapproval of such an application mandatory, or*  
 5 *eliminate this Par. 5 in its entirety.]*  
 6

7 A. The undergrounding requirement or objective existed at least three months before  
 8 submission of the application for the new structure;  
 9

10 B. Co-location of wireless facilities is still permitted on existing utility poles, government-  
 11 owned structures with government consent, existing wireless support structures, or  
 12 buildings within that area;  
 13

14 C. Replacement of existing utility poles and wireless support structures with poles or  
 15 support structures of the same or smaller size within that area is permitted;  
 16

17 D. Disapproval does not unreasonably discriminate between the applicant and other  
 18 wireless service providers, wireless infrastructure providers, providers of  
 19 telecommunications services, and other providers of functionally equivalent services;  
 20 and.  
 21

22 6. Any new structure that is approved by the Zoning Administrator under this paragraph may  
 23 not have any above-ground wiring or cables that connect facilities on new structures to  
 24 electricity or facilities on other structures. Any such wiring or cables must be placed  
 25 underground, unless there are existing above-ground cables in the immediate vicinity of  
 26 the new structure.  
 27

28 7. Any application for a new structure that is proposed to be located in a Historic District is  
 29 subject to review by the Architectural Review Board in accordance with Article 7 of this  
 30 Ordinance. *[Advertised with the option to delete this provision.]*  
 31

32 - **Add new Sect. 2-523 to read as follows:**  
 33

#### 34 **Sect. 2-523 Wireless Facilities Definitions**

35  
 36 The following terms contained in Sect. 2-514, Sect. 2-519, 2-520, Sect. 2-522 and elsewhere  
 37 in the Ordinance are defined in Sect. 15.2-2316.3 of the *Code of Virginia*: administrative  
 38 review-eligible project, co-locate, existing structure, new structure, project, small cell facility,  
 39 wireless facility, wireless infrastructure provider, wireless services provider, and wireless  
 40 support structure; however, the term small cell facility as used in this Ordinance is expanded  
 41 to include the placement of such facilities on certain new structures under Par. 2 of  
 42 Sect. 2-519, above. Except as otherwise specified, the term associated support structures  
 43 includes wireless support structures, existing structures, new structures, and administrative  
 44 review-eligible project structures; however, the term does not include any structures that  
 45 exceed 50 feet in height.  
 46

1  
2 **Amend Article 3, Residential District Regulations, as follows:**

- 3  
4 - **Amend Part A, R-A Rural Agricultural District, Sect. 3-A04, Special Exception Uses, by**  
5 **deleting Par. 1A, adding new Par. 1C to read as follows, and re-lettering all affected**  
6 **paragraphs accordingly.**

7  
8 For specific Category uses, regulations and standards, refer to Article 9.

9  
10 1. Category 1 – Light Public Utility Uses, limited to:

11  
12 ~~A. Mobile and land based telecommunication facilities~~

13  
14 C. Wireless facilities and associated support structures that are not subject to Sections  
15 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

- 16  
17 - **Amend Part 12, R-12 Residential District, Twelve Dwelling Units/Acre, Sect. 3-1202,**  
18 **Permitted Uses, by deleting Par. 7, adding new Par. 8 to read as follows, and**  
19 **re-numbering the affected paragraph accordingly.**

20  
21 ~~7. Mobile and land based telecommunication facilities, subject to the provisions of~~  
22 ~~Sect. 2-514.~~

23  
24 8. Wireless Facilities and associated support structures, subject to the provisions of Sections  
25 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

- 26  
27 - **Amend Part 16, R-16 Residential District, Sixteen Dwelling Units/Acre, Sect. 3-1602,**  
28 **Permitted Uses, by deleting Par. 7, adding new Par. 8 to read as follows, and**  
29 **re-numbering the affected paragraph accordingly.**

30  
31 ~~7. Mobile and land based telecommunication facilities, subject to the provisions of~~  
32 ~~Sect. 2-514.~~

33  
34 8. Wireless Facilities and associated support structures, subject to the provisions of Sections.  
35 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

- 36  
37 - **Amend Part 20, R-20 Residential District, Twenty Dwelling Units/Acre, Sect. 3-2002,**  
38 **Permitted Uses, by deleting Par. 7, adding new Par. 8 to read as follows, and**  
39 **re-numbering the affected paragraph accordingly.**

40  
41 ~~7. Mobile and land based telecommunication facilities, subject to the provisions of~~  
42 ~~Sect. 2-514.~~

43  
44 8. Wireless Facilities and associated support structures, subject to the provisions of  
45 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

- 1  
2 - **Amend Part 30, R-30 Residential District, Thirty Dwelling Units/Acre, Sect. 3-3002, Permitted Uses, by deleting Par. 5, adding new Par. 6 to read as follows, and re-numbering the affected paragraph accordingly.**

3  
4  
5  
6 ~~5. Mobile and land based telecommunication facilities, subject to the provisions of Sect. 2-514.~~

7  
8  
9 6. Wireless Facilities and associated support structures, subject to the provisions of Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

10  
11  
12  
13 **Amend Article 4, Commercial District Regulations, as follows:**

- 14  
15 - **Amend Part 1, C-1 Low-Rise Office Transitional District, Sect. 4-102, Permitted Uses, by deleting Par. 4, adding new Par. 10 to read as follows, and re-numbering all affected paragraphs accordingly.**

16  
17  
18  
19 ~~4. Mobile and land based telecommunication facilities, subject to the provisions of Sect. 2-514.~~

20  
21  
22 10. Wireless Facilities and associated support structures, subject to the provisions of Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

- 23  
24  
25 - **Amend Part 2, C-2 Limited Office District, Sect. 4-202, Permitted Uses, by deleting Par. 4, adding new Par. 10 to read as follows, and re-numbering all affected paragraphs accordingly.**

26  
27  
28  
29 ~~4. Mobile and land based telecommunication facilities, subject to the provisions of Sect. 2-514.~~

30  
31  
32 10. Wireless Facilities and associated support structures, subject to the provisions of Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

33  
34  
35 **Amend Part 3, C-3 Office District, Sect. 4-302, Permitted Uses, by deleting Par. 9, adding new Par. 17 to read as follows, and re-numbering all affected paragraphs accordingly.**

36  
37  
38 ~~9. Mobile and land based telecommunication facilities, subject to the provisions of Sect. 2-514.~~

39  
40  
41 17. Wireless Facilities and associated support structures, subject to the provisions of Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

- 42  
43  
44 - **Amend Part 4, C-4 High Intensity Office District, Sect. 4-402, Permitted Uses, by deleting Par. 10, adding new Par. 19 to read as follows, and re-numbering all affected paragraphs accordingly.**

1  
2 ~~10. Mobile and land based telecommunication facilities, subject to the provisions of~~  
3 ~~Sect. 2-514.~~

4  
5 19. Wireless Facilities and associated support structures, subject to the provisions of Section  
6 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

7  
8 **Amend Part 5, C-5 Neighborhood Retail Commercial District, Sect. 4-502, Permitted**  
9 **Uses, by deleting Par. 17, adding new Par. 30 to read as follows, and re-numbering**  
10 **all affected paragraphs accordingly.**

11  
12 ~~17. Mobile and land based telecommunication facilities, subject to the provisions of~~  
13 ~~Sect. 2-514.~~

14  
15 30. Wireless Facilities and associated support structures, subject to the provisions of Sections  
16 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

17  
18 - **Amend Part 6, C-6 Community Retail Commercial District, Sect. 4-602, Permitted Uses,**  
19 **by deleting Par. 18, adding new Par. 36 to read as follows, and re-numbering all affected**  
20 **paragraphs accordingly.**

21  
22 ~~18. Mobile and land based telecommunication facilities, subject to the provisions of~~  
23 ~~Sect. 2-514.~~

24  
25 36. Wireless Facilities and associated support structures, subject to the provisions of  
26 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

27  
28 **Amend Part 7, C-7 Regional Retail Commercial District, Sect. 4-702, Permitted Uses, by**  
29 **deleting Par. 23 adding new Par. 42 to read as follows, and re-numbering all affected**  
30 **paragraphs accordingly.**

31  
32 ~~23. Mobile and land based telecommunication facilities, subject to the provisions of~~  
33 ~~Sect. 2-514.~~

34  
35 42. Wireless Facilities and associated support structures, subject to the provisions of  
36 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

37  
38 - **Amend Part 8, C-8 Highway Commercial District, Sect. 4-802, Permitted Uses, by**  
39 **deleting Par. 24, adding new Par. 44 to read as follows, and re-numbering all affected**  
40 **paragraphs accordingly.**

41  
42 ~~24. Mobile and land based telecommunication facilities, subject to the provisions of~~  
43 ~~Sect. 2-514.~~

44  
45 44. Wireless Facilities and associated support structures, subject to the provisions of  
46 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

1  
2  
3 **Amend Article 5, Industrial District Regulations, as follows:**  
4

- 5 - **Amend Part 1, I-1 Light Industrial Research District, Sect. 5-102, Permitted Uses, by**  
6 **deleting Par. 6, adding new Par. 12 to read as follows, and re-numbering all affected**  
7 **paragraphs accordingly.**

8  
9 ~~6. Mobile and land based telecommunication facilities, subject to the provisions of~~  
10 ~~Sect. 2-514.~~

11  
12 12. Wireless Facilities and associated support structures, subject to the provisions of  
13 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]  
14

- 15 - **Amend Part 2, I-2 Industrial Research District, Sect. 5-202, Permitted Uses, by deleting**  
16 **Par. 7, adding new Par. 13 to read as follows, and re-numbering all affected paragraphs**  
17 **accordingly.**

18  
19 ~~1. Mobile and land based telecommunication facilities, subject to the provisions of~~  
20 ~~Sect. 2-514.~~

21  
22 13. Wireless Facilities and associated support structures, subject to the provisions of  
23 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]  
24

- 25 - **Amend Part 3, I-3 Light Intensity Industrial District, as follows:**  
26

- 27 - **Amend Sect. 5-302, Permitted Uses, by revising Par. 10, deleting Par. 11, adding new**  
28 **Par. 18, renumbering all affected paragraphs accordingly, and to read as follows:**  
29

30 10. Light public utility uses (Category 1), all uses except radio or television broadcasting  
31 tower facilities, microwave facilities, satellite earth stations, and ~~mobile and land~~  
32 ~~based telecommunication~~ wireless facilities and associated support structures.  
33

34 ~~11. Mobile and land based telecommunication facilities, subject to the provisions of~~  
35 ~~Sect. 2-514.~~

36  
37 18. Wireless Facilities and associated support structures, subject to the provisions of  
38 Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]  
39

- 40 - **Amend Sect. 5-304, Special Exception Uses, by revising Par. 1 to read as follows:**  
41

42 1. Category 1 – Light Public Utility Uses, limited to:

43 A. ~~Mobile and land based telecommunication facilities~~  
44  
45

1            BA. Radio and television broadcasting tower facilities, microwave facilities and  
2            satellite earth stations

3  
4            B. Wireless facilities and associated support structures that are not subject to  
5            Sections 2-515, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

6  
7            - **Amend Part 4, I-4 Medium Intensity Industrial District, as follows:**

8  
9            - **Amend Sect. 5-402, Permitted Uses, by revising Par. 12, deleting Par. 13, adding new**  
10            **Par. 25, renumbering all affected paragraphs accordingly, and to read as follows:**

11  
12            12. Light public utility uses (Category 1), all uses except radio or television broadcasting  
13            tower facilities, microwave facilities, satellite earth stations, and ~~mobile and land~~  
14            ~~based telecommunication~~ wireless facilities and associated support structures.

15  
16            ~~13. Mobile and land based telecommunication facilities, subject to the provisions of~~  
17            ~~Sect. 2-514.~~

18  
19            25. Wireless Facilities and associated support structures, subject to the provisions of  
20            Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

21  
22            - **Amend Sect. 5-404, Special Exception Uses, by revising Par. 1 to read as follows:**

23  
24            1. Category 1 – Light Public Utility Uses, limited to:

25            ~~A. –Mobile and land based telecommunication facilities~~

26  
27  
28            BA. Radio and television broadcasting tower facilities, microwave facilities and  
29            satellite earth stations

30  
31            B. Wireless facilities and associated support structures that are not subject to  
32            Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

33  
34            - **Amend Part 5, I-5 General Intensity Industrial District, as follows:**

35  
36            - **Amend Sect. 5-502, Permitted Uses, by revising Par. 13, deleting Par. 15, adding new**  
37            **Par. 32, renumbering all affected paragraphs accordingly, and to read as follows:**

38  
39            13. Light public utility uses (Category 1), all uses except radio or television broadcasting  
40            tower facilities, microwave facilities, satellite earth stations, and ~~mobile and land~~  
41            ~~based telecommunication~~ wireless facilities and associated support structures.

42  
43            ~~15. Mobile and land based telecommunication facilities, subject to the provisions of~~  
44            ~~Sect. 2-514.~~

1           32. Wireless Facilities and associated support structures, subject to the provisions of  
 2           Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

3  
 4       - **Amend Sect. 5-504, Special Exception Uses, by revising Par. 1 to read as follows:**

5  
 6       1. Category 1 – Light Public Utility Uses, limited to:

7  
 8           A. ~~Mobile and land based telecommunication facilities~~

9  
 10          BA. Radio and television broadcasting tower facilities, microwave facilities and  
 11             satellite earth stations

12  
 13          B. Wireless facilities and associated support structures that are not subject to  
 14             Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

15  
 16       - **Amend Part 6, I-6 Heavy Industrial District, as follows:**

17  
 18       - **Amend Sect. 5-602, Permitted Uses, by revising Par. 16, deleting Par. 18, adding new**  
 19       **Par. 33, renumbering all affected paragraphs accordingly, and to read as follows:**

20  
 21       16. Light public utility uses (Category 1), all uses except radio or television broadcasting  
 22             tower facilities, microwave facilities, satellite earth stations, and ~~mobile and land~~  
 23             ~~based telecommunication wireless facilities and associated support structures.~~

24  
 25       ~~18. Mobile and land based telecommunication facilities, subject to the provisions of~~  
 26       ~~Sect. 2-514.~~

27  
 28       33. Wireless Facilities and associated support structures, subject to the provisions of  
 29       Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

30  
 31       - **Amend Sect. 5-604, Special Exception Uses, by revising Par. 1 to read as follows:**

32  
 33       1. Category 1 – Light Public Utility Uses, limited to:

34  
 35           A. ~~Mobile and land based telecommunication facilities~~

36  
 37          BA. Radio and television broadcasting tower facilities, microwave facilities and  
 38             satellite earth stations

39  
 40          B. Wireless facilities and associated support structures that are not subject to  
 41             Sections 2-514, 2-519 or 2-520. [Advertised an option to add Sect. 2-522.]

42  
 43  
 44       **Amend Article 7, Overlay and Commercial Revitalization District Regulations, Part 2,**  
 45       **Historic Overlay Districts, Sect. 7-204, Administration of Historic Overlay District**  
 46       **Regulations, by revising Par. 1; introductory paragraph to Par. 3; Par. 3D; introductory**

1 paragraph to Par. 5; Paragraphs 5A, 5C and 5F; introductory paragraph to Par. 6; Par. 6K,  
2 and Paragraphs 7 and 8 to read as follows:

3  
4 *[Advertise option to delete required ARB review of utility distribution or transmission poles 50*  
5 *feet or lower and their associated facilities if they are permitted by right under Alt. A of*  
6 *Sect. 2-522.]*

7  
8 1. All applications for rezoning, special exception, special permit, variance, sign permits,  
9 building permits, as qualified below, and all site plans, subdivision plats, grading plans,  
10 and ~~small cell facility permits~~ applications for any new utility distribution or transmission  
11 poles and their associated facilities, as qualified below, ~~shall~~ must be referred to the ARB for  
12 its review and recommendation or decision in accordance with the provisions of this Part.

13  
14 3. ARB approval ~~shall be~~ is required ~~prior to~~ before the issuance of Building Permits by the  
15 Director and approval of sign or ~~small cell facility~~ permits by the Zoning Administrator, and  
16 the ARB may review and provide a recommendation regarding applications for new utility  
17 distribution or transmission poles or their associated facilities, in accordance with ~~for~~ the  
18 following:

19  
20 D. Small Cell Facility Zoning Permits or Zoning Approvals for the installation of any ~~small~~  
21 ~~cell facility, as defined in Sect. 2-519, on an existing structure~~ new utility distribution  
22 or transmission poles or their associated facilities located on, adjacent to, or visible from  
23 a major thoroughfare, historic byway, road listed or determined to be eligible for listing  
24 in the National Register, or a contributing or historic property in a Historic Overlay  
25 District. The ARB will recommend approval or denial of any ~~such small cell facility~~  
26 permit application no later than ~~forty five (45) days~~ after it a complete application is  
27 filed with the Department of Planning and Zoning. If such recommendation is not  
28 rendered within that time, forty five (45) days, the Zoning Administrator ~~will make the~~  
29 ~~decision without a recommendation from the ARB~~ may consider the recommendation  
30 of the ARB in making the final decision on the permit, provided that the  
31 recommendation is made within any applicable deadline under local, state, or federal  
32 law for action on such permit application.

33  
34 5. ARB procedures for the review of Building Permits, sign permits, ~~and small cell facility~~  
35 ~~permits~~ applications for new utility distribution or transmission poles or their associated  
36 facilities (“utility facility application”), as required by Par. 3 above, shall be in accordance  
37 with the following:

38  
39 A. The applicant ~~shall~~ must forward to the ARB copies of the Building Permit, sign or ~~small~~  
40 ~~cell facility permit~~ utility facility application, including any accompanying materials  
41 filed with such application;

42  
43 C. In reviewing applications, the ARB ~~shall~~ must not make any requirements except for the  
44 purpose of preventing developments architecturally incompatible with the historic  
45 aspects of the Historic Overlay District. The ARB ~~shall~~ will consider the following in  
46 determining the appropriateness of architectural features:

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- (1) The exterior architectural features, including all signs, which are visible from a public right-of-way or contributing or historic property;
- (2) The general design, size, arrangement, texture, material, color and fenestration of the proposed building, structure, or ~~small-cell~~ utility facility and the relation of such factors to similar features of historic or contributing buildings or structures within the Historic Overlay District;
- (3) The extent to which the building, structure, ~~small-cell~~ utility facility, or sign would be harmonious with or architecturally incompatible with historic or contributing buildings or structures within the district;
- (4) The extent to which the building or structure will preserve or protect historic places and areas of historic significance in the County;
- (5) The extent to which the building or structure will promote the general welfare of the County and all citizens by the preservation and protection of historic places and areas of historic interest in the County.

F. The ARB, on the basis of the information received from the applicant and from its general background and knowledge, and upon application of the appropriate criteria set forth in this Par. 5 and Par. 7 below shall approve, approve with modifications, or disapprove the application. If the ARB approves or approves with modification the application, it shall authorize the Director to issue the Building Permit or the Zoning Administrator to approve the sign permit. If the ARB disapproves the application, it shall so notify the applicant and the Director or the Zoning Administrator. With respect to ~~small-cell~~ utility facility permit applications, the ARB will make its recommendation of approval or disapproval to the Zoning Administrator, who will then decide whether to issue the permit based on the application as a whole and including the ARB's recommendation.

6. For all applications and plans subject to ARB review, the ARB may require the submission of any or all of the following information and any other materials as may be deemed necessary for its review.

K. With respect to ~~small-cell facility~~ permit applications for new utility distribution or transmission poles or their associated facilities, the ARB may request submission of photographic simulations of the proposed facility as it would appear on the existing structure; schematic drawings showing the color, proposed material, and scale of the proposed facility relative to the existing structure; or other similar materials that will assist the ARB in timely reviewing such permit applications.

7. To facilitate the review of applications, the ARB ~~shall~~ will formulate and adopt guidelines for ~~the installation of small-cell facilities on existing structures or~~ the new construction and the exterior alteration of existing buildings, structures, and sites located within Historic

1 Overlay Districts based on the standards below. The ARB may also formulate and adopt  
 2 recommendations for the installation of new utility distribution or transmission poles or their  
 3 associated facilities based solely on the standards below.  
 4

- 5 8. Approval authorizing issuance of a Building Permit or a sign permit by the ARB, or Board  
 6 of Supervisors on appeal as provided for below, ~~shall will~~ be valid for two (2) years or for  
 7 such longer period as may be deemed appropriate by the approving body from the date of  
 8 approval or from December 6, 1994 whichever occurs later, and shall continue for the life of  
 9 the Building Permit or sign permit. Approval of ~~a small cell facility~~ new utility distribution  
 10 or transmission poles or their associated facilities shall will remain valid unless it is subject  
 11 to removal under Sect. 2-519 or is otherwise required to be removed by state or federal law.

12 However, if no Building Permit or sign permit has been issued within the initial approval  
 13 period, the ARB may grant an extension of the approval for a period not to exceed one (1)  
 14 year provided the applicant requests an extension prior to the original expiration date and the  
 15 ARB finds that the proposed project and conditions within the Historic Overlay District are  
 16 essentially the same as when the approval was first granted.  
 17  
 18

19 **Amend Article 9, Special Exceptions, Part 1, Light Public Utility Uses, as follows:**  
 20

- 21 - **Amend Sect. 9-101 Category 1 Special Exception Uses, by revising Paragraphs 5 and 6,**  
 22 **deleting Par. 8, and adding a new Par. 9 to read as follows:**  
 23

- 24 5. Telecommunication facilities, including central offices and repeat stations, but not  
 25 including ~~ordinary~~ telephone or telegraph transmission poles and lines ~~located in public~~  
 26 ~~rights-of-way or easements of not more than twenty five (25) feet in width that comply~~  
 27 with Sect. 2-522. *[Advertised with an option to require a special exception for any*  
 28 *poles and lines that comply with Sect. 2-522 but are located outside of the right-of-*  
 29 *way and/or in a historic overlay district.]*  
 30

- 31 6. Utility transmission facilities, including but not limited to ~~poles, structures, wires,~~  
 32 ~~conduits, cables,~~ vaults, laterals, pipes, mains, valves or other similar equipment for the  
 33 transmission of telephone or other communication, electricity, gas or water, ~~but not~~  
 34 including poles, wires, cables, and conduits that comply with Sect. 2-522. *[Advertised*  
 35 *with an option to require an SE for any poles and lines that comply with Sect. 2-522*  
 36 *but are located outside of the right-of-way and/or in a historic overlay district.]*  
 37

38 For the purpose of this Part, utility transmission facilities ~~shall do~~ not include:  
 39 Transmission lines approved by the State Corporation Commission pursuant to Sect. 56-  
 40 46.1 of the Code of Virginia, as amended.

- 41 ~~A. Ordinary distribution facilities for delivery of such utilities to customers where such~~  
 42 ~~facilities are located in the public right-of-way or are located in easements, or strips~~  
 43 ~~of property owned in fee simple not more than twenty five (25) feet in width; or~~  
 44

- 45 ~~B. Transmission lines approved by the State Corporation Commission pursuant to~~  
 46 ~~Sect. 56 46.1 of the Code of Virginia, as amended.~~

1  
2 8. ~~Mobile and land based telecommunication facilities.~~

3  
4 9. Wireless facilities and associated support structures.

5  
6 - **Amend Sect. 9-102 Districts in Which Category 1 Uses May be Located, to read as follows:**

7  
8  
9 1. Category 1 uses may be permitted by right in the following districts:

10 R-12, R-16, R-20, R-30 Districts: Limited to use & 9

11 All P Districts: All uses when represented on an approved development plan or as  
12 permitted by Sect. 2-514

13 All C Districts: Limited to uses 5 and & 9

14 I-1, I-2 Districts: Limited to uses 5 and & 9

15 I-3, I-4, I-5, I-6 Districts: Limited to uses 1, 2, 4, 5, 6, 7 and & 9

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17  
18  
19  
20  
21 2. Category 1 uses may be allowed by special exception in the following districts:

22 R-A District: Limited to uses 5, 6, 7 and & 9

23 All other R Districts: All uses

24 All C Districts: All uses

25 I-I District: Limited to use 4

26 I-1, I-2 Districts: All uses

27 I-3, I-4, I-5, I-6 Districts: Limited to uses 3 and & 9

28  
29  
30  
31 - **Amend Sect. 9-105 to read as follows:**

32  
33 **9-105 Additional Standards for ~~Mobile and Land Based Telecommunication~~ Wireless**  
34 **Facilities**

35  
36 Wireless facilities and their associated support structures that do not meet the  
37 provisions of Sect. 2-514, Sect. 2-519, 2-520, or Sect. 2-522 are Standard Process  
38 Projects under Sect. 15.2-2316.3 of the Code of Virginia and are subject to the  
39 following standards:

40  
41 1. Except for antennas completely enclosed within a structure, all antennas and their  
42 supporting mounts ~~shall~~ must be of ~~a material or the same color that as, or~~  
43 otherwise demonstrated to closely matches match and blends blend with the  
44 structure on which it is mounted.  
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46

- 2. ~~Except for a flag mounted on a flagpole as permitted under the provisions of Par. 2 of Sect. 12-203, no~~ Commercial advertising or signs ~~shall be~~ are not allowed on any monopole, tower, antenna, antenna support structure, or related equipment cabinet or structure.
- 3. If any additions, changes or modifications are to be made to monopoles or towers, the Director ~~shall have~~ has the authority to require proof, through the submission of engineering and structural data, that the addition, change, or modifications conforms to structural wind load and all other requirements of the Virginia Uniform Statewide Building Code.
- 4. ~~No~~ Signals, lights or illumination ~~shall be~~ are not permitted ~~on an antenna~~ unless required by the Federal Communications Commission, the Federal Aviation Administration or the County; provided, however, that on all antenna structures ~~which~~ that exceed 100 feet in height, a steady red marker light ~~shall~~ must be installed and operated at all times, unless the Zoning Administrator waives the red marker light requirement upon a determination by the Police Department that such marker light is not necessary for flight safety requirements for police and emergency helicopter operations. All such lights ~~shall~~ must be shielded to prevent the downward transmission of light.
- 5. All antennas and related equipment cabinets or structures ~~shall~~ must be removed within 120 days after such antennas or related equipment cabinets or structures are no longer in use.
- 6. Any antennas, equipment, and associated support structures that are clearly depicted on the special exception plat may be approved as part of the wireless facility and would not be subject to a separate small cell facility permit or an administrative review-eligible permit that would otherwise be required for such installations.

**Amend Article 18, Administration, Amendments, Violations and Penalties, Part 1, Administration, Sect. 18-106, Application and Zoning Compliance Letter Fees, by revising the Category 1 special exception fee in Par. 1, revising Par. 12, and adding a new Par. 14 to read as follows:**

All appeals and applications as provided for in this Ordinance and requests for zoning compliance letters ~~shall~~ must be accompanied by a filing fee in the amount to be determined by the following paragraphs unless otherwise waived by the Board for good cause shown; except that no fee ~~shall~~ is be required where the applicant is the County of Fairfax or any agency, authority, commission or other body specifically created by the County, State or Federal Government. All fees ~~shall~~ must be made payable to the County of Fairfax. Receipts therefore ~~shall~~ will be issued in duplicate, one (1) copy of which receipt ~~will~~ shall be maintained on file with the Department of Planning and Zoning.

1. Application for a variance, appeal, special permit or special exception:

Application for a:

Category 1 special exception \$16375

**Note:** Category 1 uses that are standard process projects under Sect. 15.2-2316.4:1 of the Code of Virginia are subject to Par. 14 below.

12. Reviews required to comply with Sect. 15.2-2232 of the Code of Virginia, as provided for in this Ordinance:

2232 Review with public hearing: \$1500

2232 Feature Shown without public hearing: \$750

2232 Review with other rezoning, special permit or special exception: \$0

2232 Feature Shown for Distributed Antenna Systems (DAS): \$750

**Note:** For purposes of computing fees for DAS, there ~~shall~~ will be a \$750 fee for the first node, a \$100 fee for each node thereafter, and a maximum of 20 nodes per single application.

For public facilities requiring review under Sect. 15.2-2232 that are also subject to Sect. 15.2-2316.4:1 of the Code of Virginia, only Par. 14 below applies.

14. Reviews required to comply with Sect. 15.2-2316.4:1 of the Code of Virginia, as provided for in this Ordinance, and Sect. 15.2-2232 of the Code of Virginia:

Administrative Review-Eligible Project: \$500

Standard Process Project: \$6200

**Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3 Definitions, by deleting the Mobile and Land Based Telecommunication Facility and Small Cell Facility definitions; by revising the Telecommunication Facility and the Utility Distribution or Transmission Pole definitions; renaming and revising the Mobile and Land Based Telecommunication Hub Site definition to be a Wireless Telecommunication Hub; and by placing all definitions in correct alphabetical sequence, all to read as follows:**

~~MOBILE AND LAND-BASED TELECOMMUNICATION FACILITY: Omnidirectional and directional antennas such as whip antennas, panel antennas, cylinder antennas, microwave dishes, and receive only satellite dishes and related equipment for wireless transmission with low wattage transmitters not to exceed 500 watts, from a sender to one or more receivers, such as for mobile~~

1 cellular telephones and mobile radio system facilities. Such antennas and equipment, due to  
 2 cumulative volume on a single structure or in a single location, exceed the limits set forth in Sect.  
 3 2-519. For the purposes of this Ordinance, a mobile and land based telecommunication facility  
 4 shall include those facilities subject to the provisions of Sect. 2-514 of this Ordinance and/or Sect.  
 5 15.2-2232 of the *Code of Virginia*, including, monopoles and telecommunication towers. A mobile  
 6 and land based telecommunication facility does not include a SMALL CELL FACILITY.

7  
 8 ~~MOBILE AND LAND BASED WIRELESS TELECOMMUNICATION HUB SITE:~~ An  
 9 equipment cabinet or structure that serves a ~~mobile and land based telecommunication~~ wireless  
 10 facility system when there are no antennas located on the same lot as the equipment cabinet or  
 11 structure.

12  
 13 ~~SMALL CELL FACILITY:~~ A type of ~~WIRELESS FACILITY~~, as defined in Sect. 15.2-2316.3  
 14 of the Code of Virginia, that includes antennas and associated equipment installed on an existing  
 15 structure. The antennas and equipment associated with a small cell facility may be of the same  
 16 type as a Mobile and Land Based Telecommunication Facility under this Ordinance, but must meet  
 17 all cumulative volume and other requirements of Sect. 2-519. Any wireless facility that does not  
 18 meet all of the provisions contained in Sect. 2-519 will not be deemed a small cell facility, but will  
 19 be deemed a ~~MOBILE AND LAND BASED TELECOMMUNICATION~~ WIRELESS FACILITY  
 20 and subject to Sect. 2-514.

21  
 22 TELECOMMUNICATION FACILITY: Facilities that process information through the use of  
 23 TELECOMMUNICATION, including telephone or telegraph central offices and repeat stations.  
 24 For the purposes of this Ordinance, a ~~MOBILE AND LAND BASED TELECOMMUNICATION~~  
 25 ~~FACILITY~~, WIRELESS FACILITY, a SMALL CELL FACILITY, a radio and television  
 26 broadcasting tower facility, microwave facility, or a SATELLITE EARTH STATION will not be  
 27 deemed a telecommunication facility.

28  
 29 UTILITY DISTRIBUTION OR TRANSMISSION POLE: A utility distribution or transmission  
 30 pole is a ground-mounted self-supporting vertical structure made of fabricated metal, treated wood  
 31 or concrete used to elevate electrical and communication distribution lines, ~~and~~ antennas, and  
 32 related facilities and equipment to a suitable height, whose primary function is the support of wires,  
 33 conductors, and associated apparatus used for the distribution of electrical energy, ~~and/or land line~~  
 34 communication signals, or other similar utilities.

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ACTION - 1

Approval of a Resolution Endorsing the Richmond Highway Widening Project for Submission to the United States Department of Transportation's Infrastructure for Rebuilding America (INFRA) FY 2019 Discretionary Grant Program (Lee and Mount Vernon Districts)

ISSUE:

Board approval of a resolution (Attachment 1) endorsing the Richmond Highway Widening (Napper Road to Mount Vernon Highway) Project is requested, so that the Department of Transportation (FCDOT) can apply for grant funding through the United States Department of Transportation's (USDOT) Infrastructure for Rebuilding America discretionary grant program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution in substantially the form of Attachment 1 endorsing the Project for submission for the INFRA grant program.

TIMING:

Board of Supervisors' approval is requested on February 19, 2019, to meet the USDOT deadline of March 4, 2019.

BACKGROUND:

The USDOT has recently solicited applications for the INFRA program, a discretionary grant program authorized under the Fixing America's Surface Transportation (FAST) Act. The FAST Act is the current Federal surface transportation program authorization. The deadline for applications is March 4, 2019. Individual awards for implementation projects can be a minimum of \$5 million for small projects, and a minimum of \$25 million for large projects. Up to 60 percent of a project's costs are eligible for federal INFRA funding, and total federal funding is capped at 80 percent. A 20 percent match is required.

The applications for program funding will be evaluated based on the ability to address:

- Support for national or regional economic vitality,
- Leveraging of federal funding,
- Potential for innovation, and
- Performance and accountability in project delivery.

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The INFRA program emphasizes project readiness, and will consider factors influencing readiness, based on environmental review, and construction start date within 18 months of obligation of INFRA funds. Eligible projects include:

- Highway freight projects on the National Highway Freight Network ([https://ops.fhwa.dot.gov/freight/infrastructure/nfn/maps/nhfn\\_map.htm](https://ops.fhwa.dot.gov/freight/infrastructure/nfn/maps/nhfn_map.htm))
- Highway or bridge project on the National Highway System ([https://www.fhwa.dot.gov/planning/national\\_highway\\_system/](https://www.fhwa.dot.gov/planning/national_highway_system/))
- Railway-highway grade crossing or grade separation projects
- Other freight project (e.g. intermodal/rail freight).

Due to the emphasis on project readiness, and the need to obligate funding by Fall 2020, the Richmond Highway widening project most closely meets the grant requirements. Staff recommends requesting \$80 million funding for this Project. The project description, and funding breakdown is provided in Attachment 2.

There is no target date for award announcements; however, USDOT has indicated that awards may be announced in Summer/Fall 2019. If the County is successful in securing INFRA funding for the Project, staff will return to the Board requesting approval of grant funding agreement.

FISCAL IMPACT:

The proposed INFRA requests is for a total of \$80 million. A 20 percent cash match would be required, if awarded. Match requirement for the Project would be \$20 million, and staff anticipates using existing approved NVTa regional funding to satisfy this cash match. This grant application has no staff positions associated, nor does it have an impact on the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution of Endorsement  
Attachment 2 – Project Description

STAFF:

Rachel Flynn, 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 Operations Division, FCDOT  
Todd Minnix, Chief, Transportation Design Division, FCDOT  
A.J. Hamidi, Transportation Planner, Capital Projects and Operations Division, FCDOT  
Brent Riddle, Transportation Planner, Coordination and Funding Division, FCDOT  
Ray Johnson, Funding Section Chief, 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, February 19, 2019, 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 submission to the United States Department of Transportation request for \$80,000,000 in funding through the Infrastructure for Rebuilding America (INFRA) FY 2019 Discretionary Grant Program for Richmond Highway Widening Project (Napper Road to Mount Vernon Highway).

Adopted this 19<sup>th</sup> day of February 2019, Fairfax, Virginia

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

### RICHMOND HIGHWAY WIDENING PROJECT and FUNDING

**Description:** The Richmond Highway widening project is 2.9 miles in length and is located between Mount Vernon Memorial Highway (south) and Napper Road. This project will provide a six lane facility complementing the recently completed Richmond Highway project from Telegraph Road to Mount Vernon Memorial Highway. This project includes pedestrian and bicycle facilities and provisions for future Bus Rapid Transit (BRT). This segment is the last stretch of four lane Richmond Highway in Fairfax County.

PROJECT	COST ESTIMATE*	PROGRAMMED FUNDING	FUNDING GAP & PROPOSED SOURCES	FUNDING SOURCES
RICHMOND HIGHWAY WIDENING (Mount Vernon Highway to Napper Road)	\$390,000,000	\$1,000,000		NVTA 70% (FY 15/16)
		\$36,100,000		RSTP (Federal)
		\$5,000,000		Revenue Sharing
		\$3,700,000		Local Funds (C&I)
		\$127,000,000		NVTA 70% (FY 18/23)
			<i>\$217,200,000</i>	<i>SMART SCALE, NVTA 70%, and/or Federal Discretionary Sources</i>
<b>TOTAL</b>		<b>\$172,800,000</b>	<b>\$217,200,000</b>	<b>\$390,000,000</b>

*Italics indicates funding gaps and potential funding sources to address funding gaps.*

\*Cost estimates subject to refinement as projects develop.

Board Agenda Item  
February 19, 2019

ACTION - 2

Approval of Fairfax Connector March 2019 Service Changes

ISSUE:

Board of Supervisors' approval of Fairfax Connector's March 2019 service changes to implement routing and/or running time adjustments on Routes 161, 162, 321, 322, and 699; new service on Routes 308 and 467; and minor service adjustments on Routes 334, Reston Internal Bus Service (RIBS) 1, and RIBS 3.

RECOMMENDATION:

The County Executive recommends the Board approve the Fairfax Connector's March 2019 service change proposals outlined below.

TIMING:

Board approval is requested on February 19, 2019, to allow for implementation on March 30, 2019.

BACKGROUND:

Fairfax Connector staff proposes service changes for implementation on March 30, 2019, to improve the customer experience and increase ridership through increased on-time performance, service reliability, and effectiveness. The proposed service changes are described below. Additional background information and proposal details are provided in Attachment III.

PROPOSAL DETAILS:

*Routes 161 and 162: Hybla Valley*

Staff recommends the following service adjustment to Routes 161 and 162:

- The 10:38 P.M. weekday trip on Route 161 has low ridership, with average daily boardings of five passengers. This trip will be eliminated, and the time will be redistributed to running time on Routes 161 and 162. The five riders could utilize either the 9:38 P.M. trip on Route 161 or the 10:16 P.M. trip on Route 162.

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*Route 308: Franconia-Springfield Metrorail / VRE Station – Mount Vernon Hospital*

The new Route 308 will provide a much faster and more direct connection between Richmond Highway, South County Government Center, and Springfield. A map of Route 308 is included in Attachment II.

The following details the proposed level of service, estimated annual revenue hours, and estimated annual operating cost for the new Route 308 service:

- On weekdays, the route will operate from 5:45 A.M. to 10:30 P.M. The buses will operate on a 30-minute frequency during peak periods and 45-minute frequency during off-peak periods.
- On Saturdays, the route will operate on a 45-minute frequency from 7:00 A.M. to 8:20 P.M.
- The route will not operate on Sundays.
- The estimated total annual revenue hours are 12,600.
- The estimated total annual operating cost is \$1.5 million.

*Routes 321 and 322: Springfield*

Staff recommends the following service adjustments to Routes 321 and 322:

- Realign Routes 321 and 322 onto Bren Mar Drive off of Edsall Road, bypassing Indian Run Parkway.
- Modify weekday peak headways on Routes 321 and 322 from 20 minutes to 30 minutes, with the exception of 60-minute headways after 10:00 P.M.
- The estimated annual reduction in hours is 4,930.
- The estimated annual savings is \$586,900.

*Route 467: Dunn Loring – Tysons*

The new Route 467 will provide mid-day service in the Town of Vienna to fill in service area gaps due to the operational hours of Route 462. A map of Route 467 is included in Attachment II.

The following details the proposed level of service, estimated annual revenue hours, and estimated annual operating cost for the new Route 467 service:

- On weekdays, the route will operate mid-day and late evening service from 9:00 A.M. to 3:30 P.M. and from 8:00 to 11:40 P.M. The buses will operate on a 40-minute frequency during mid-day and 75-minute frequency during late evening.
- On Saturdays, the route will operate on a 75-minute frequency from 9:00 A.M. to 6:15 P.M.
- The route will not operate on Sundays.

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- The estimated total annual revenue hours are 4,676.
- The estimated total annual operating cost is \$555,849.

*Route 699: Government Center – Downtown D.C.*

To deal with increased ridership and timing on Route 699, which has led to several over-capacity trips, staff will add one additional trip during the morning and another during the afternoon with minor timing adjustments.

- The new morning trip will start at 7:15 A.M., while the new afternoon trip will be at 6:00 P.M.
- The estimated additional total annual revenue hours are 420.
- The estimated additional total annual operating cost is \$50,000.

*Public Involvement*

To inform the public of the service changes and receive feedback from passengers, staff posted detailed information on the Fairfax Connector website and social media accounts, installed flyers on all buses, hosted two public meetings to directly engage the public, and reviewed / responded to public comments and questions. The public comments were incorporated into the proposal, where feasible. A total of 432 comments were received. A summary of the public feedback and responses are included as Attachment IV.

OTHER MINOR SERVICE CHANGES:

*Route 334: Newington Circulator*

Effective January 8, 2018, Route 334 was adjusted due to a Virginia Department of Transportation road construction project in the area of Backlick Road and Cinder Bed Road. The Route 334 alignment was adjusted to operate in the same route pattern during the morning and afternoon, which resulted in improved service reliability and positive customer feedback. Staff recommends the existing Route 334 detour pattern become the permanent route alignment.

*Routes RIBS 1 and 3: Lake Anne – Hunters Woods*

To improve travel time on Routes RIBS 1 and 3 and adjust these routes for new development at Tall Oaks, which resulted in the elimination of the existing bus turn-around at Tall Oaks, staff recommends the following service adjustments:

- Eliminate the turn-around at the Tall Oaks development to improve travel time.
- Rebalance the routes by adjusting running times on route segments to improve on-time performance issues.
- Buses will continue to serve Wiehle Avenue bus stops north and south of North Shore Drive.

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TITLE VI:

The service changes to Routes 161, 162, 321, 322, and 699; implementation of new Routes 308 and 467; and minor service adjustments to Routes 334, RIBS1, and RIBS 3 proposed for implementation in March 2019, were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular C4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The analysis showed the proposed service adjustments for Routes 161, 162, 321, 322, and 699 will not create a negative disparate impact on minority riders or a negative disproportionate burden on low-income riders, but instead will result in an overall service improvement for Fairfax Connector riders and the serviced communities. Routes 308 and 467 did meet the threshold for major service change, but when a Title VI disparate impact and disproportionate burden analyses were performed, it was found that Routes 308 and 467 resulted in greater access and mobility for the low-income population. There is no requirement to conduct a Title VI evaluation of disparate impact or disproportionate burden analysis for the changes to Routes 334, RIBS 1, and RIBS 3 since the service adjustments on these routes do not meet the threshold for a major service change. As a result, no Title VI impacts were found for any of the March 2019 service changes. The Title VI analysis is included as Attachment V.

FISCAL IMPACT:

The service changes to Routes 161, 162, 321, 322, and 699; implementation of new Routes 308 and 467; and minor service adjustments to Routes 334, RIBS1, and RIBS 3 will constitute adjustments in total system revenue hours, which will be absorbed within the existing FY 2019 Fairfax Connector budget (40000). The net cost of these service changes will have a neutral impact on the FY 2019 budget. Therefore, there will be no fiscal impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I – News Release  
Attachment II – Route Maps  
Attachment III – Background Information and Proposal Details  
Attachment IV – Public Comments Summary  
Attachment V – Service Equity (Title VI) Analysis

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Dwayne Pelfrey, Division Chief, Transit Services Division, FCDOT  
Michael Felschow, Planning Section Chief, Transit Services Division, FCDOT



# NEWS RELEASE

Attachment I

## Public Feedback Sought on Proposed Improvements to Fairfax Connector Service

### FOR IMMEDIATE RELEASE

November 16, 2018

#C37\_18

Fairfax County Department of Transportation (FCDOT) is requesting public feedback on proposed Fairfax Connector service changes to existing routes [161/162](#), [321/322](#), and [699](#), and on the establishment of **new routes 308 and 467**. The proposed changes aim to increase ridership and to enhance customer experience through improved connectivity, on-time performance and service reliability. FCDOT will host two outreach events on the proposed changes with the same information presented at both meetings:

- Tuesday, Nov. 27, 2018, from 6:00-8:00  
[Key Middle School](#), 6402 Franconia Rd, Springfield  
Transit Connection: Fairfax Connector [Route 310](#)
- Wednesday, Nov. 28, 2018 from 6:00-8:00  
[Fairfax County Government Center](#), 12000 Government Center Pkwy, Fairfax  
Transit Connection: Fairfax Connector [Route 605](#), [Routes 621/623](#), and [Metrobus 1C](#)

The meetings will include a [presentation](#) at 7:00 p.m. on the proposed changes. Fairfax Connector representatives will be on hand to answer questions and take feedback from attendees.

### Proposed Changes

#### **Route 308 (new service) – Richmond Highway**

- Provides weekday and Saturday service between Franconia-Springfield Metrorail Station and Mount Vernon Hospital via Jeff Todd Way and Richmond Highway.

**Route 467 (new service) - Vienna–Tysons** – (This proposal has been through a public input process earlier in 2018. However, additional comments are welcomed)

- Provides complementary, mid-day and evening service to Route 462. This route provides mid-day, late evening and Saturday service from the Vienna Park neighborhood to the Mosaic District, the Town of Vienna, and

#### **Route 161/162 – Hybla Valley Circulator**

- Adjusts timing of Routes 161/162 to address on-time performance issues. Eliminate one late-night trip on Route 161.

#### **Route 321/322 - Greater Springfield Circulator**

- Adjusts rush-hour service frequency to every 30 minutes and implement a minor re-route of service off Indian Run Parkway to Bren Mar Drive to improve on-time performance.

#### **Route 699 – Government Center – Downtown D.C.**

- Adds one(1) morning and one(1) afternoon trip to address increased demand for service and address capacity issues.

## Public Feedback is Welcomed

Rider feedback is welcomed on the proposed changes until 5 p.m. on Friday, January 4, 2019. To comment on the proposed route changes:

- Fill out a comment form at the public meeting on November 27 and 28, 2018.
- Fill out a [survey](http://www.fairfaxconnector.com) at [www.fairfaxconnector.com](http://www.fairfaxconnector.com)
- Email comments to [fairfaxconnector@fairfaxcounty.gov](mailto:fairfaxconnector@fairfaxcounty.gov)
- Call 703-339-7200, TTY 703-339-1608 (Mon. - Fri., 5 a.m. -10 p.m.; Sat.- Sun., 7 a.m. - 9 p.m.)

## Stay Connected and Informed

- Visit [www.fairfaxconnector.com](http://www.fairfaxconnector.com)
- Call 703-339-7200, TTY 703-339-1608 (Mon. - Fri., 5 a.m. -10 p.m.; Sat.- Sun., 7 a.m. - 9 p.m.)
- Follow us on [Twitter](#) & [Facebook](#)
- Visit a Connector Transit Store:

<b>Franconia-Springfield Metro Station</b> 6880 Frontier Drive, Springfield, VA 22150 Monday - Friday: 6:30 a.m. - 7 p.m.	<b>Stringfellow Park and Ride</b> 4920 Stringfellow Road, Centreville, VA Monday, Tuesday and Thursday: 6:30 - 10:30 a.m., 3 - 7 p.m.
<b>Herndon-Monroe Park and Ride</b> 12530 Sunrise Valley Drive, Herndon, VA 20171 Monday, Tuesday and Thursday: 6:30 - 10:30 a.m., 3 - 7 p.m.	<b>Tysons West*Park Transit Station</b> 8300 Jones Branch Drive, McLean, VA 22102 Monday - Friday: 10 a.m. - 6 p.m.
<b>Reston Town Center Transit Station</b> 12051 Bluemont Way, Reston, VA 20190 Monday - Friday: 6:30 a.m. - 7 p.m.	<b>Wiehle-Reston East Metro Station</b> 11389 Reston Station Boulevard, Reston, VA 20190 Monday - Friday: 6:30 a.m. - 7 p.m.

###

## Fairfax County Transportation News and Information

Sign-up for alerts at [www.fairfaxcounty.gov/alerts](http://www.fairfaxcounty.gov/alerts)

Follow FCDOT on [Facebook](#) or visit [www.fairfaxcounty.gov/transportation/news](http://www.fairfaxcounty.gov/transportation/news)

Follow Fairfax Connector on [Twitter](#) or [Facebook](#) or visit [www.fairfaxcounty.gov/connector/news](http://www.fairfaxcounty.gov/connector/news)

## Media Relations

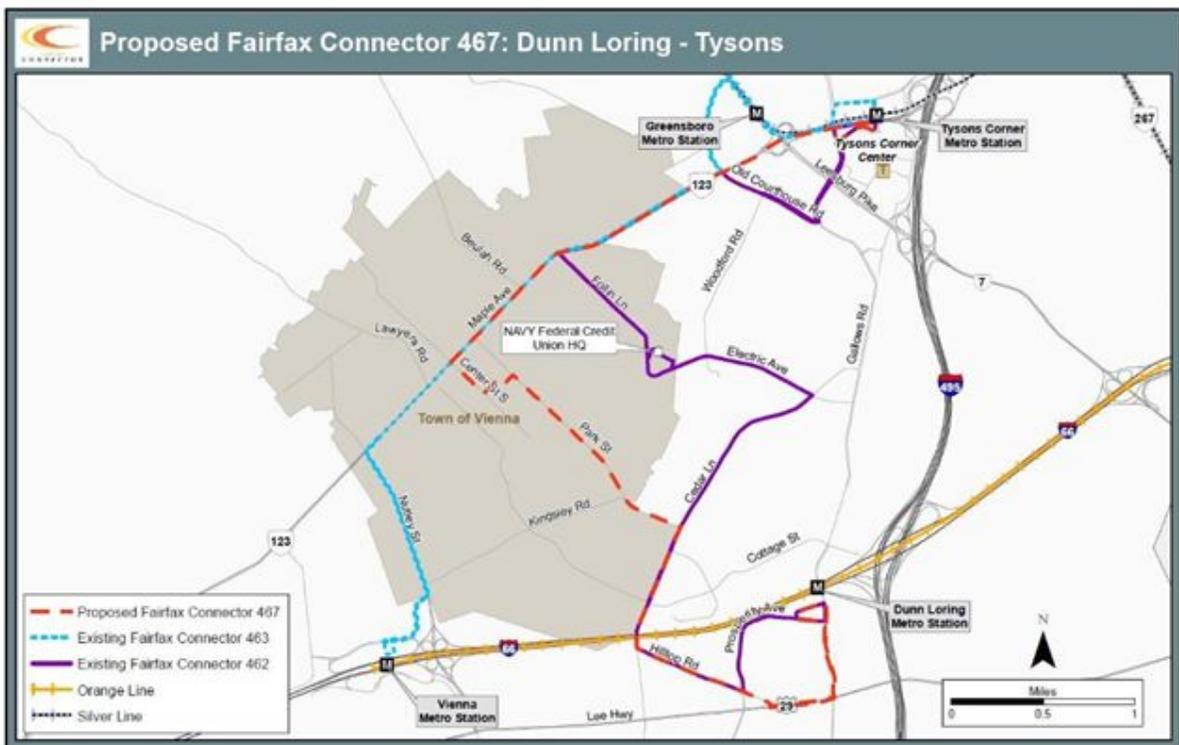
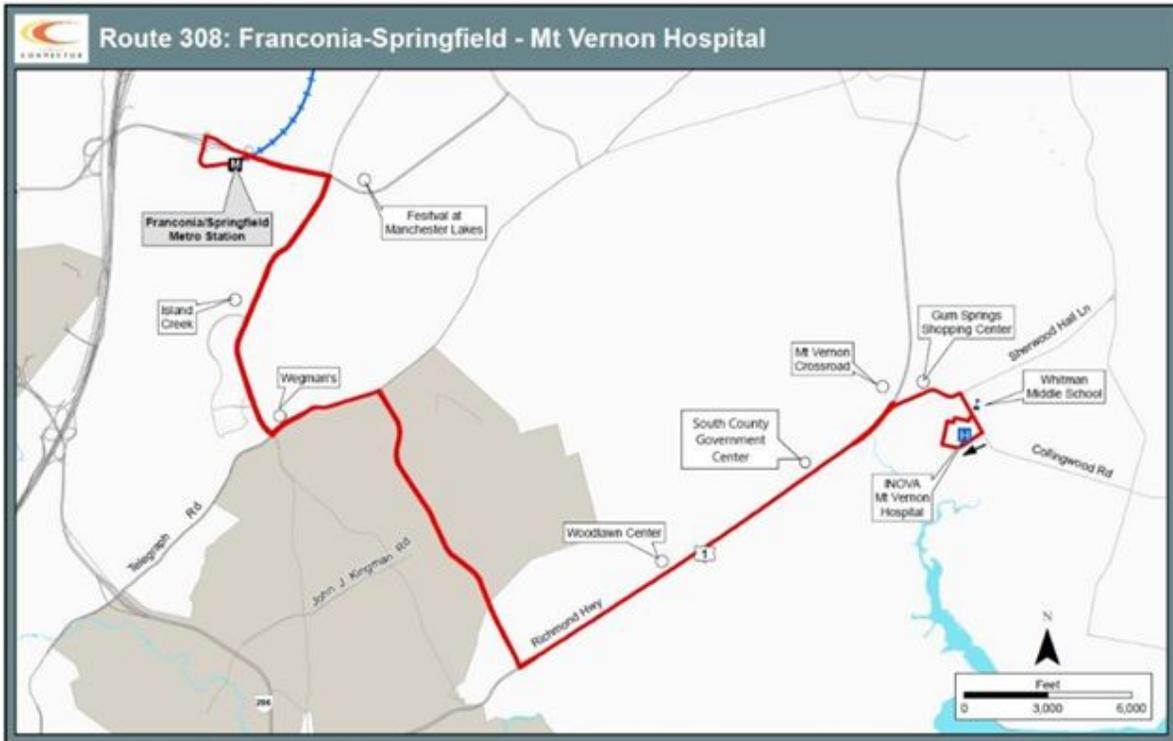
Robin P. Geiger, Head of Communications, [Fairfax County Department of Transportation](#), via e-mail

Call 703-877-5602, TTY 711 (direct) | 703-826-6457 (cell) | 703-268-8953 (after hours)

## Accessibility

Fairfax County Department of Transportation (FCDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities

Act (ADA). If you need this information in an alternate format or would like to request reasonable accommodations for persons with disabilities or limited English proficiency for events, contact FCDOT at 703-877-5600, TTY 711. Requests for assistance must be received at least 7 business days in advance of an event.



ROUTE 321

ROUTE 322

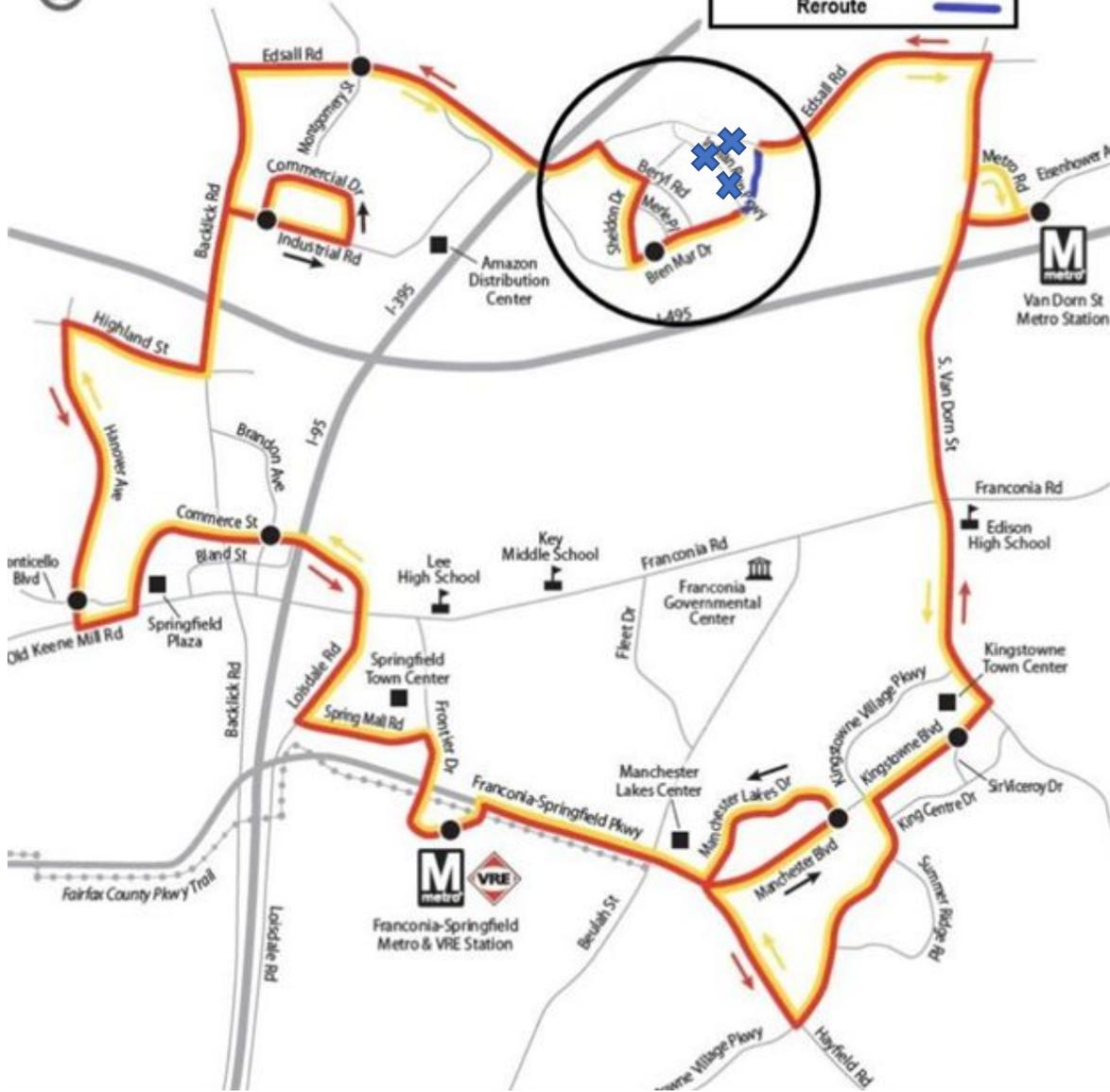
Greater Springfield Circulator

**Bren Mar Drive Reroute**



**LEGEND**

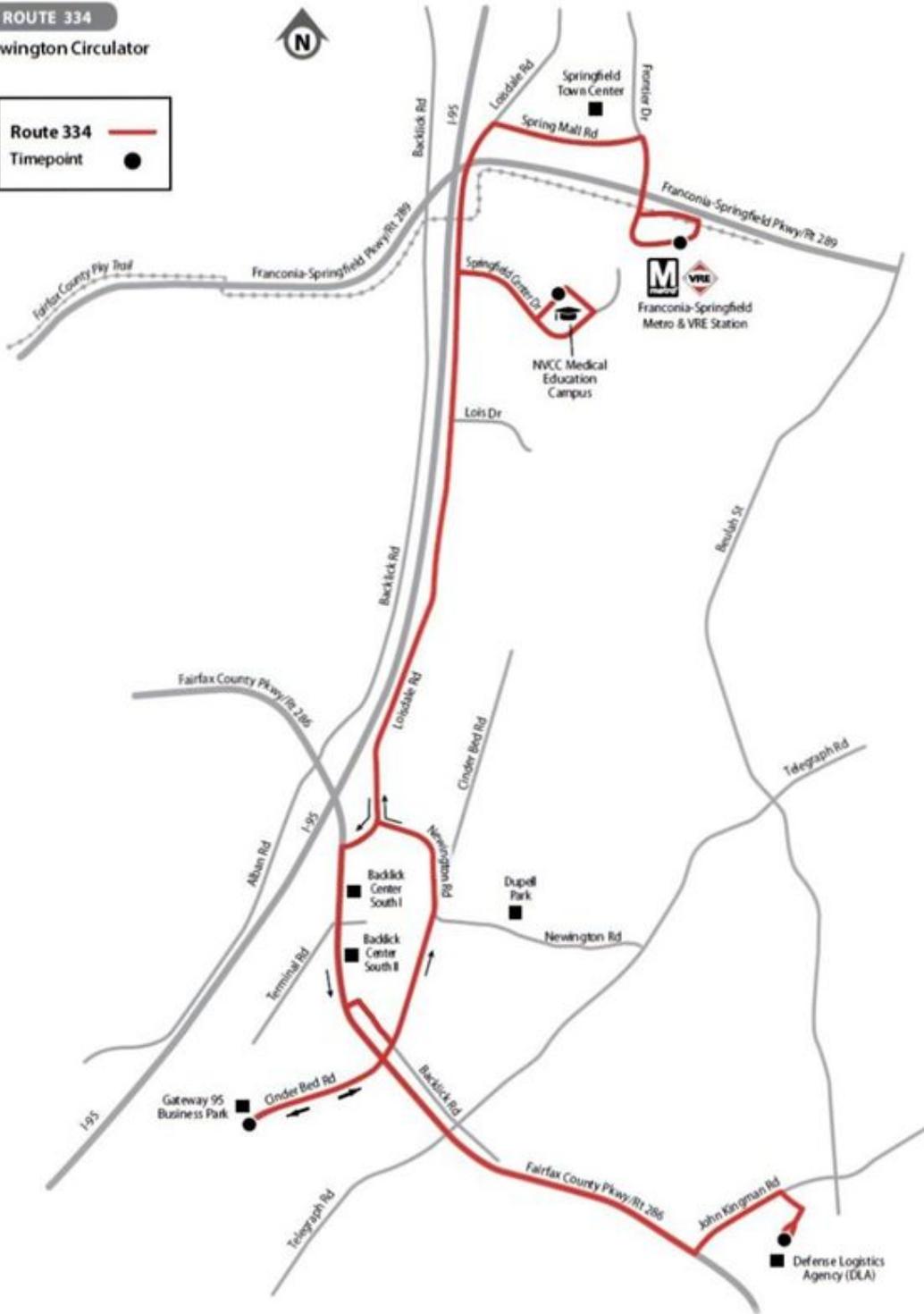
- Route 321 Counter-Clockwise Loop (Red line with counter-clockwise arrow)
- Route 322 Clockwise Loop (Yellow line with clockwise arrow)
- Timepoint (Black dot)
- Reroute (Blue line)



**ROUTE 334**  
**Newington Circulator**

**LEGEND**

- Route 334 ———
- Timepoint ●



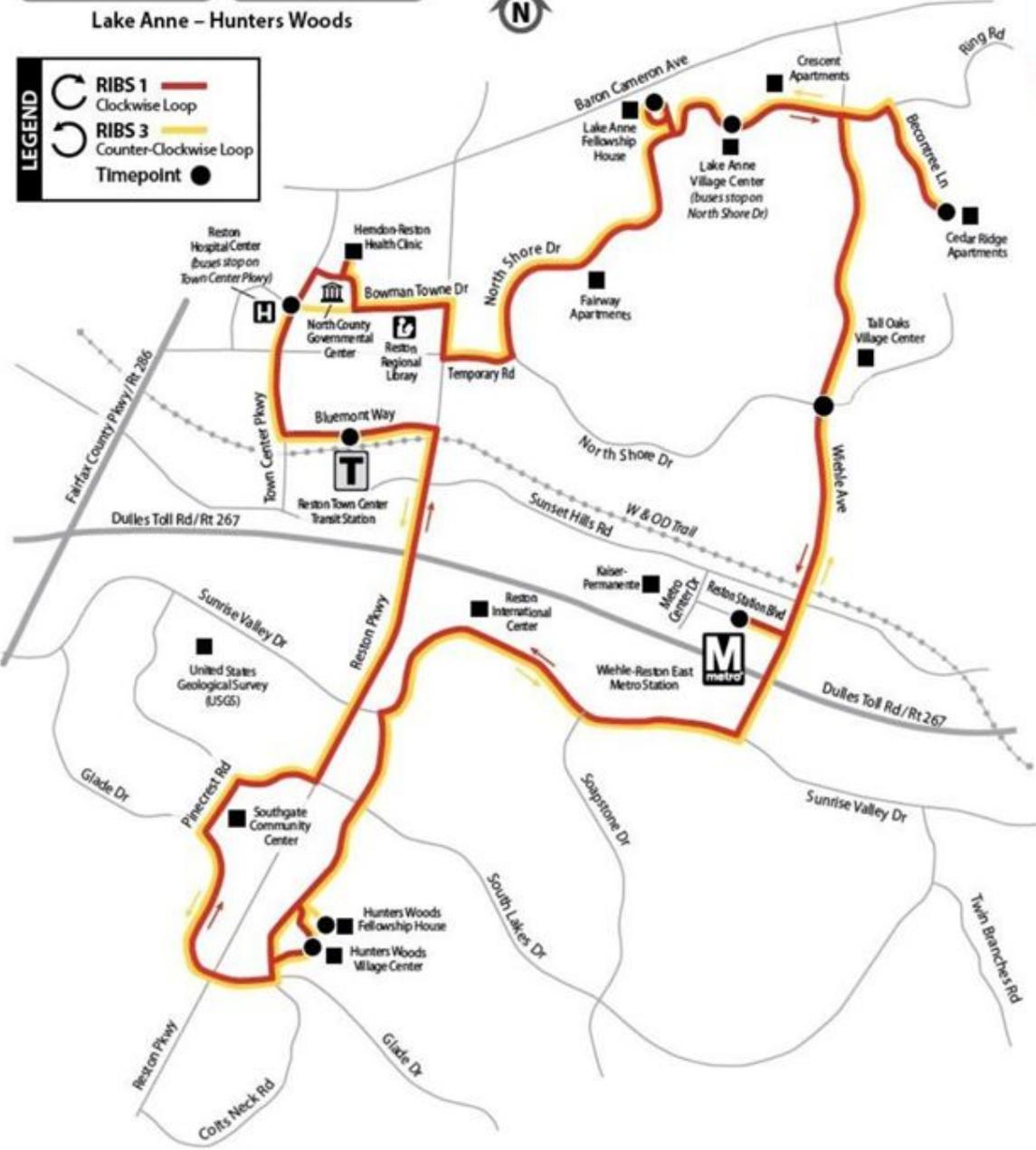
**RIBS 1**      **RIBS 3**

**Lake Anne – Hunters Woods**



**LEGEND**

- RIBS 1** Clockwise Loop
- RIBS 3** Counter-Clockwise Loop
- Timepoint



## Background Information and Proposal Details

### Service Changes

#### *Routes 161 and 162: Hybla Valley*

The 2016 Transit Development Plan (TDP) recommended rebalancing the level of service on Routes 161 and 162. Revenue hours will be shifted from Route 161 to Route 162 to improve on-time performance on Route 162.

The Routes 161 and 162 circulators serve a transit-dependent, largely minority population. The two routes cover the same streets, but in different directions. Nearly 70 percent of riders use these routes five days a week. More than 75 percent of the riders alight at the Huntington Metrorail Station. Staff conducted a detailed analysis of Routes 161 and 162, which showed an imbalance of hours between Routes 161 and 162. Route 161 operates with a surplus of time, while Route 162 has a shortage of time.

Staff recommends the following service adjustment to Routes 161 and 162:

- The 10:38 P.M. weekday trip on Route 161 has low ridership, with average daily boardings of five passengers. This trip will be eliminated, and the time will be redistributed to running time on Routes 161 and 162. The five riders could utilize either the 9:38 P.M. trip on Route 161 or the 10:16 P.M. trip on Route 162.

#### *Route 308: Franconia-Springfield Metrorail / VRE Station – Mount Vernon Hospital*

The 2016 TDP recommended implementing a new route linking the Franconia-Springfield Metrorail / VRE Station to Mount Vernon Hospital via Richmond Highway and Jeff Todd Way. This proposed new route has generated significant support from public outreach activities conducted during the TDP process.

Route 308 was scheduled for implementation in FY 2017, but was delayed due to funding availability. The new Route 308 service will provide one-seat connections between the following communities and destinations:

- Franconia-Springfield Metrorail / VRE Station and neighboring communities
- Kingstowne community
- New Hilltop Village Retail Center (including Wegmans superstore)
- Lansdowne Centre
- South County Government Center
- Retail and commercial establishments along Richmond Highway
- Mount Vernon Hospital and neighboring communities

Route 308 will provide a much faster and more direct connection between Richmond Highway, South County Government Center, and Springfield. The projected average travel time for the new 11-mile route is 38 minutes from the Franconia-Springfield Metrorail / VRE Station to the South County Government Center. This projected travel time provides a significant improvement over the current transit travel time via the Huntington Metrorail Station, which exceeds one hour.

The following details the proposed level of service, estimated annual revenue hours, and estimated annual operating cost for the new Route 308 service:

- On weekdays, the route will operate from 5:45 A.M. to 10:30 P.M. The buses will operate on a 30-minute frequency during peak periods and 45-minute frequency during off-peak periods.
- On Saturdays, the route will operate on a 45-minute frequency from 7:00 A.M. to 8:20 P.M.
- The route will not operate on Sundays.
- The estimated total annual revenue hours are 12,600.
- The estimated total annual operating cost is \$1.5 million.

#### *Routes 321 and 322: Springfield*

Routes 321 and 322 have been experiencing on-time and schedule performance issues. There was running time issues with the weekday morning and evening peak period trips between the Van Dorn Street Metrorail Station and the Bren Mar Drive / Merle Place timepoint on Route 321 and between the Van Dorn Street Metrorail Station and Kingstowne Boulevard on Route 322. In May 2018, staff implemented minor adjustments to the public timetables for these routes by shifting time from segments with extra time and layover time.

Subsequently, staff has completed a detailed analysis and identified the need for additional schedule adjustments to Routes 321 and 322. The analysis showed the need for a headway reduction to improve schedule reliability and a minor realignment to minimize operational issues along Indian Run Parkway. The following issues were noted:

- The average weekday on-time performance is 70% for Route 321 and 70.7% for Route 322, whereas the Fairfax Connector goal is 85%.
- The routes experience significant delays along the Indian Run Parkway alignment, due to a narrow roadway with parking on both sides that restricts bus movements.
- These reliability issues have resulted in an overall decrease in customer satisfaction.

Staff recommends the following service adjustments to Routes 321 and 322:

- Realign Routes 321 and 322 onto Bren Mar Drive off of Edsall Road, bypassing Indian Run Parkway.
- Modify weekday peak headways on Routes 321 and 322 from 20 minutes to 30 minutes, with the exception of 60-minute headways after 10:00 P.M.
- The estimated annual reduction in hours is 4,930.
- The estimated annual savings is \$586,900.

#### *Route 467: Dunn Loring – Tysons*

On February 6, 2018, and July 18, 2018, the FCDOT Director and Transit Services Division staff met with Vienna Mayor Laurie DiRocco and representatives of the faith-based community regarding elimination of the WMATA Metrobus Route 2T and options for replacing the service. The discussion focused on resident's travel needs including the Vienna Community Center, as well as shopping and employment destinations along

Route 123, Mosaic, and Tysons. The discussion also included problems associated with unregulated cabs filling the void for the Vienna Park Apartments' residents. The group shared the survey results of 125 residents that identified travel needs including access to employment, shopping, and services along Maple Avenue / Route 123 and service jobs in Tysons.

The following options were discussed at the meeting:

- Private shuttle funded by the churches
- Changes to existing Fairfax Connector services in the area
- Possible development of a Route 123 trolley that would also provide service to the Vienna Park Apartments

The new Route 467 will provide mid-day service in the Town of Vienna to fill in service area gaps due to the operational hours of Route 462. The route will improve connectivity to businesses along Maple Avenue and in Tysons, and will link to Dunn Loring Metrorail Station.

The following details the proposed level of service, estimated annual revenue hours, and estimated annual operating cost for the new Route 467 service:

- On weekdays, the route will operate mid-day and late evening service from 9:00 A.M. to 3:30 P.M. and from 8:00 to 11:40 P.M. The buses will operate on a 40-minute frequency during mid-day and 75-minute frequency during late evening.
- On Saturdays, the route will operate on a 75-minute frequency from 9:00 A.M. to 6:15 P.M.
- The route will not operate on Sundays.
- The estimated total annual revenue hours are 4,676.
- The estimated total annual operating cost is \$555,849.

The productivity of Route 467 will be assessed over the first 24 months of operation. If Route 467 does not achieve a minimum level of 137 passengers per day or 5.5 passengers per trip, staff will examine whether the route should be refined or discontinued.

*Route 699: Government Center – Downtown D.C.*

Route 699 was implemented in December 2017 to reduce congestion within the I-66 corridor inside the Beltway. In May 2018, staff implemented a realignment, based on the first several months of operations, extending Route 699 north on 18<sup>th</sup> Street NW to Pennsylvania Avenue and then south on 19<sup>th</sup> Street NW. However, Route 699 has continued to experience on-time performance issues, due to the increasing impact of I-66 construction.

To deal with increased ridership and timing on Route 699, which has led to several over-capacity trips, staff will add one additional trip during the morning and another during the afternoon with minor timing adjustments.

- The new morning trip will start at 7:15 A.M., while the new afternoon trip will start at 6:00 P.M.
- The estimated additional total annual revenue hours are 420.
- The estimated additional total annual operating cost is \$50,000.

#### Other Minor Service Changes

##### *Route 334: Newington Circulator*

Effective January 8, 2018, Route 334 was adjusted due to a Virginia Department of Transportation road construction project in the area of Backlick Road and Cinder Bed Road. The Route 334 alignment was adjusted to operate in the same route pattern during the morning and afternoon, which resulted in improved service reliability and positive customer feedback. Staff recommends the existing Route 334 detour pattern become the permanent route alignment.

##### *Routes RIBS 1 and 3: Lake Anne – Hunters Woods*

To improve travel time on Routes RIBS 1 and 3 and adjust these routes for new development at Tall Oaks, which resulted in the elimination of the existing bus turn-around at Tall Oaks, staff recommends the following service adjustments:

- Eliminate the turn-around at the Tall Oaks development to improve travel time.
- Rebalance the routes by adjusting running times on route segments to improve on-time performance issues.
- Buses will continue to serve Wiehle Avenue bus stops north and south of North Shore Drive.

## Public Comment Summary

The following is a summary of public comments received regarding the January 2019 service change proposal, including comments received at the public meetings on November 27 and 28, 2018. Staff received a total of 432 written, email, and telephone comments.

Route(s)	Comment	Response
161	This bus is very much needed. Not only is the Connector the bus that stops running the earliest, but more service is needed -- we need the buses to run every half hour on these routes. With a large amount of elderly and handicapped individuals living in the area and on the route the between Lockheed Blvd and the corner of the CVS and 711, a bus stop is very much needed at that corner with the Verizon store. The walk between the stretch of the stops of Fordson Rd. and Harrison Blvd. and Lockheed Blvd is very dangerous for the communities living at the apartments. There is a high volume of foot traffic traveling the stop of at Fordson in front of the McDonald's. A stop is needed, where more than 3 large apartment complexes are located and several different handicapped persons are living with no bus stop. This bus stop should be provided with a trash can. Trash cans should be provided at all bus stops.	FCDOT will consider a bus stop at the corner of Fordson and Lockheed on Routes 161/162.
161	Yes	
161	Sounds reasonable. I do not use these routes.	
308	Yes	
308	As a person who is legally blind and requires good bus and rail service to get around, I would greatly appreciate this new FC route 308, provided it goes past 7900 Telegraph Road in Alexandria. As things stand now, there is one FC route that passes by there and it is rush hour only service. At that address, there is new housing being constructed for active seniors, age 55+. Many of these residents will appreciate additional bus service as they age and don't care to drive any longer. In addition, many of us are unable to afford close in properties where bus service is more plentiful. We pay taxes just like everyone else and should	

	have equal opportunity to get around our fine County just like everyone else.	
308	Public transportation to hospitals is a good idea. Although, this route is not one that I would use.	
321/322	Yes	
321/322	Sounds reasonable. I do not use these routes.	
321/322	The reduction in service of this is troubling. For many people in my neighborhood, the 321/322 is the only bus route available to take to metro without a significant walk. Service should be maintained at every 20 minutes during rush hour.	On-time performance issues related to the 20-minute peak headway means that the route was not actually providing service every 20 minutes during rush hour. The new schedule will be more reliable.
321/322	If you are going to reduce service you should stagger the 322 and 232 schedule times at Van Dorn. Most people on those routes can take either bus and having them come at the same time does not make sense. Currently they both leave Van Dorn at 5:51pm on weekdays leaving one bus almost empty and making customers wait 20 minutes should they miss both.	This suggestion (and making better bus-to-bus and rail-to-bus connections) will be considered by FCDOT as part of the Franconia-Springfield route optimization effort that is now ongoing.
321/322	I will be starting a new job in the lovely Alexandria area! I will be travelling 2 hours from DC. I have to take the 321 to and from VanDorn Metro. I would like to know if this route could run more frequently, during both peak and non-peak hours?	
321/322	Your website says the proposed changes aim to increase ridership and to enhance customer experience through improved connectivity, on-time performance and service reliability. How does reducing frequency of service and eliminating several bus stops on Indian Run Parkway meet these challenges?  Currently, Metro bus and the Fairfax Connector share bus stops on Indian Run. This is efficient in that if one service is late the individual has a choice to use the other service. Your proposal would require people to change bus stops to have this same service.  Riding the metro from downtown to Van Dorn station is a long commute. Adding 10 minutes waiting for the bus does not improve the customer experience.	On-time performance issues related to the 20-minute peak headway means that the route was not actually providing service every 20 minutes during rush hour. The new schedule will be more reliable.  Narrow travel lanes and parked cars on Indian Run Parkway and Bren Mar Drive slow buses down and contribute to on-time performance issues this route experiences.

	<p>Please at least consider delaying any change to these services until after the Metro or WMATA finishes their infrastructure work. When all platforms are closed from Van Dorn and Springfield to Reagan National Airport, the 321-322 will be our only option. Also, moving the stops increases our walking distance to and from the stop.</p> <p>I do not see any benefit to the consumer in your proposed changes. I think you are solely trying to increase your on-time performance because the traffic light at Van Dorn and Edsall Road is difficult to maneuver and possibly makes a 20 minute on time experience difficult for your drivers. If so, let's make changes to avoid this intersection not make changes to the neighborhood route.</p> <p>Also, I had written previously to relocate the bus stop at Bren Mar and Indian Run. It is not safely located since it was moved for construction purposes. It should return to the platform closest to the corner of Bren Mar Dr and Indian Run so that pedestrians are not navigating across the street on in the street for lack of a sidewalk. Perhaps your elimination of stops on Indian Run is your way to avoid correcting this problem.</p> <p>Please reconsider your changes or at least delay implementation pending Metro's upcoming infrastructure work. Thank you.</p>	
321/322	<p>If I understand the proposed changes for 321/322 correctly, the schedule frequency for the buses would revert back to once every 30 minutes where now it is once every 20 minutes, and the route would change slightly by eliminating the bus turning onto Indian Run Parkway and instead have it continue straight on Bren Mar Drive to connect to Edsall Road. It is unlikely that I can attend either of the public hearings, so I would like to give my feedback this way.</p> <p>1) The current schedule of the buses running every 20 minutes has been wonderful for those trying to connect from rail to bus, particularly in the evening rush hour commute. There are many times that the trains will get delayed, and no matter</p>	<p>On-time performance issues related to the 20-minute peak headway means that the route was not actually providing service every 20 minutes during rush hour. The new schedule will be more reliable.</p> <p>Narrow travel lanes and parked cars on Indian Run Parkway and Bren Mar Drive slow buses down and contribute to on-time performance issues this route experiences.</p>

	<p>how hard you plan your trip home, the train arrives within minutes of when the buses leave the station. Your option used to be, when you miss this connection, to wait a full half hour for the next bus or to take a taxi or Uber. For some reason, the 20-minute wait is much easier to stomach. I would encourage the every 20-minute schedule to be kept for rush hour time frames and then shift to every 30 minutes. Also, I would keep the every 30-minute schedule running through 9PM.</p> <p>2) I see little advantage of rerouting the bus off Indian Run Parkway onto Bren Mar Drive. First, too many people in the neighborhood would lose easy access to bus stops. I believe there are currently 4 stops on Indian Run Parkway and they serve those in the neighborhood who live by the stream. There is also one stop on Edsall Road right at the end of the eastern side of the stream which would not be included if the route is changed (a loss of 5 stops?). I don't know how many additional stops would be added to Bren Mar Drive, but those added to the stretch of Bren Mar Drive that would become the new path do not serve nearly the population that the ones currently along Indian Run Parkway do. Also the route as it is now along Indian Run Parkway is flat and can be easily navigated to connect with Edsall Road during bad weather. If you change the route to stay on Bren Mar Drive, the bus would have to go up a hill to connect to Edsall Road (which always gets plowed/treated before neighborhood streets). That hill always causes problems in snowy or icy weather. Even I refuse to go up it with my car during those weather events.</p> <p>I like the route and the schedule as they currently are. Just the other day I told a neighbor that the connector is now running every 20 minutes now. Her comment was, "That's great! That change from 30 minutes to 20 minutes really makes a difference." I agree!</p>	
699	Add buses to peak commute time. 10-15 interval	
699	Yes	
699	I wholeheartedly concur with the additional	

	trip increases for route 699. I would suggest the early AM bus interval be at 10-12 minutes from 0630-0715, and the PM bus interval be at 10-12 minutes from 430pm-520pm to accommodate the peak rush times for this line.	
699	Please make evening service more reliable!!	
699	Yes, thanks!	
699	We need a bus with a stop at Metro Center and other areas East of the WH.	
699	Please add a stop near Foggy Bottom station. We are a few GWU students who take the bus to go to GWU Foggy Bottom campus.	
699	Add one more bus between 4 pm and 5 pm in the evening. No additional bus stops needed. Drivers need to drive it like an express bus not local bus.	
699	Great idea and vote for it! Sometimes it's hard to get a seat on the bus	
699	Add two in the morning. Also, Start similar service from Stringfellow Park and Ride to Washington DC.	
699	Please add one bus in the morning for 7:15 am and one in the afternoon for 6:50pm.	
699	Yes, please add more departures from the govt center, maybe up until 9 am. And last departure from DC at 7 pm from Virginia Ave. Thanks	
699	- 8:40 AM additional morning trip - 7:10 PM additional evening trip - if you have plans to introduce additional stops in Virginia, please introduce a stop at Stringfellow park n ride.	
699	Agreed. Please add a trip around 8:15 am. Or multiple buses in that time frame.	
699	Please consider adding more trips every 15 minutes from 7am - 8:45am and from 4pm thru 7pm in the evening. At least 3 times a week, the bus I take is standing room only. At times, leaving DC, bus drivers had to leave people waiting at the bus stop behind and a 20-minute wait is a long time for the next bus.	
699	Yes, an additional morning trip would be helpful because there are always long lines in the morning and several people end up having to stand all the way to DC. A later evening trip would be greatly appreciated as I don't always finish work by 6:40 to catch the last bus and then I end up having to take the metro, and an additional bus/Uber to my	

	car in the commuter lot. An additional later bus would solve this problem tremendously as I often miss it. Thank you!	
699	Great idea!	
699	This is a great route for those near 66. I told a State Department colleague about this route after seeing a bus advertising it on 267. She uses it everyday now! I live in Herndon and would love a similar route directly into DC (with the same DC stops as the 699) that bypasses the Tysons and Arlington metro stops. I would even pay a premium for this. I recommend the Herndon Park and Ride as the pickup. Alternatively, the 5A could be adjusted to include stops in DC similar to the 699 (right now it is just Rosslyn and L'Enfant) and that is not as useful for DC commuters as it is for Dulles bound persons. Thank you for considering adding a 699 like express bus along the 267 Dulles Toll Road.	
699	YES. Very often people are standing. I would suggest running two buses at a time for the busiest morning and afternoon trips, or using one of those accordion-style buses that seat more people.	
699	Please add few more stops in DC McPherson square or Farragut West. It will help lot of people travelling to DC. Please add more stops.	
699	This is very much needed as buses are packed and many people are left standing for the whole journey to/from DC. If overcrowding is not addressed soon, I will stop riding the 699. I think the additional buses would need to be added between 7-8am and 5-6pm to have any positive impact.	
699	As a commuter who takes 699 on a daily basis, I very much welcome this idea and urge Fairfax County to either add more trips. Commuters often have to stand for 50+ minutes from the Government Center to DC due to limited schedule and capacity. It would also be of great help if Fairfax Connector does a better job communicating via social media (Facebook, Twitter) and/or website to give an update related to delayed or cancelled services. There were several times when a bus didn't come as scheduled, and there was no communication from the Fairfax Connector on social media. Another example involves Celebrate Fairfax (change	

	of pickup/drop-off location and route) and Veterans Day. Many of us who don't work in the government had work on Veterans Day and were not aware that 699 wasn't running that day and waited for the bus. Please find a way to communicate better with commuters and make a good use of social media.	
699	This improvement is desperately needed in the afternoon. The route is standing room only for people getting on at the 19th and F stop on the 4:05 run.	
699	Can you please include a bus service from DC every 15 mins between 4pm and 5pm	
699	Please add one more bus between 6:30AM and 7:30AM. In the evening between 4:00PM and 5:00PM	
699	Actually, adding few more trips will help since this bus is running full Capacity + standing most of the time	
699	This is definitely needed because there have been many times in the past few months that I've had to stand or I see others standing, and occasionally the entire bus is completely packed (not just semi-packed). I'd like one more bus after the 8:25am bus (it would be good to have one more bus that runs a little later in the morning), and one additional bus right after the 5:38pm bus (there's high demand during this time). I'd also like to address the safety concern. These buses are not like the chartered coach buses that have seat belts; and also when people are left standing, that's not safe either. At high speed on the highway, no seat belts and standing on the bus are just not safe at all.	
699	Excellent decision. This bus has been life changing. It would be great if some of the incoming buses in the afternoon could be routed to take passengers downtown.	
699	Yes please!!!!	
699	Due to the high demand for the bus service, Route 699 buses for 7:05 am, 7:25 am, 4:50 pm, and 5:05 pm have been very crowded. Lots of people have no seats available to seat down and need to stand for one hour at times after long hours of work, which creates a lot of stress on the commuters. Adding two more buses in the morning and two in the afternoon would be more ideal in order to resolve the capacity issues.	

699	I feel this is a very good idea. Over the past year the 6:40AM and 4:25PM routes have gone from very few riders to standing room very quickly. I look forward to adding more than one trip in the near future.	
699	Strongly support adding additional trips. I suggest between the 7:05 and 7:24 departures and between 5:05 and 5:25 afternoon departures to account for federal employees likely commuting times.	
699	Please add more routes for morning and evening! More frequent buses would be greatly appreciated	
699	Sounds reasonable. I do not use this route.	
699	Please provide complementary mid-day service to Route 699 which only provides morning and evening rush-hour service. This would help people who need to get out of the DC office in the afternoon for kid's activities or doctor appointments.	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.
699	Just wanted to request that you please do not add any additional stops. It increases the commute time. If you want to eliminate any stop it would be the Virginia Ave and 19th street, since people rarely get off that stop. Most of the Govt Folks have to be at work for 8 hours + 30/45 mins Lunch time and any delay results in more hours spent at work.	
699	Could you please increase the frequency of 699 buses that go from Fairfax govt center to DC. Nowadays it gets filled so fast and many of them stand and commute the entire 40 minutes' ride.  Also, could you please consider having additional services from Stringfellow park and ride. This will make it easier for so many of us who commute to DC from that area (Greenbriar, Poplar tree and Fairlakes communities). Many of the World bank staff are in these areas and it will help us all immensely.	FCDOT will be submitted a grant request to The Northern Virginia Transportation Commission (NVTC) for additional funding to address the capacity issue and running time.
699	Hello - I am back with the same request to increase the frequency of 699. I take the buses usually in the morning - either 7:45 or 8:05 and eve 4:35 bus. It's always full and I am lucky to get a seat on some days. It's not fun to be standing for the entire 45 mins to one hour ! Please consider increasing the frequency of the bus - esp between 7:30-8:30 and 4:00- 5:30. Also please consider	

	having some buses leave from Stringfellow park and ride. It will help a lot of commuters	
699	I would like to request additional buses between 630 am and 730 am and also between 4pm and 5 pm. Now people are waiting in long lines and at least 12 -15 people standing in the bus. Please pass this along or I can even talk directly if I have a number.to report. Appreciate your time	
699	I'd like to express full support to the following proposal: <ul style="list-style-type: none"> <li>• Adds one (1) morning and one(1) afternoon trip to address increased demand for service and address capacity issues. If possible, please add more trips!</li> </ul>	
699	Peak time is b/w 640am and 725am and 450pm and 550pm. We need more buses those peak times! Full capacity and standing. Serious issues there.	
699	Please add more routes from Stringfellow P&R	
699	Frequency could be increased between 7-8 a.m. because weather is very cold and we wait for 15 minutes to get a seat on the bus. The same way in the afternoon between 4:30 to 5:30.	
699	Yes. I've been told that the line may extend further to approach a metro station. I'm concerned for the amount of time it will take from the first stop returning to Fairfax until the last stop. The extended length of time and the slow traffic makes the 699 bus less appealing.  ****BUT, I do believe an express 699 Bus that leaves from one spot (like other Maryland buses do) would be very effective even if it is only one every hour on the return to Fairfax trip. Perhaps the one stop would be on E Street so it can take the E Street exit (not get off on Virginia), make the pickup at a location on E that works, and then turn back on E Street to 66 without sitting through slow DC traffic to get to all the stops. An express 699 bus would be very popular and many would walk the extra block or two to get on it to save the 25-30 minutes in commuting time.	
699	Add another bus at the 7-8am window departing buses every 10 mins for this window. Add an additional bus in the 5-6pm window departing every 10 min.	

699	I think there is an opportunity to make a second DC route, maybe to Navy Yard area. I would love mid-day return route. Love this bus.	
699	Stop in the other side of the White House like 15th or 14th. Make it every 10 or 15 min instead	
699	I very much appreciate the free parking & friendly drivers. I have had a lot of issue however w/late buses from DC home. It is not reliable. Additionally, many have to stand, which I'm not sure is safe on I-66.	The service changes are designed to reduce these issues. In addition, FCDOT submitted a grant request to NVTC to improve timing and capacity issues.
699	just additional times	
699	more buses to 15-20 increments w/ no big gaps like the one from 6:40 to the next time.	
699	sometimes busses don't show-up and we have to wait for the next bus.	The service changes are designed to reduce these issues. In addition, FCDOT submitted a grant request to NVTC to improve timing and capacity issues.
699	bus gets really crowded around 5pm (19th & H), need more frequent bus around this time there are currently 2 stops on the way back, but not all drivers stop here.	
699	it would help if there are additional runs between 4:30 & 5:15 from DC	
699	1. a larger bus- more people are finding out about 699 --> getting crowded 2. a "getaway" bus at 1pm for folks who want to work half days or Fridays before holidays.	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.
699	this bus is the best thing the county has done in the 21 years that I have lived here. Bravo, it is life changing. Thank you so much	
699	Add more routes because always crowded no seats during sometime.	
699	-Can this be extended to Stringfellow P&R  -Sometimes it gets crowded in both ways --> better buses like Loudon, Manassas buses will be helpful	
699	this is a fantastic addition to your service! I know it is likely impractical, but it seems if you added more rush hours departures (7-9am and 4-6pm) they would fill up.	
699	More frequent departure trips to and from DC. Add a 8:40am, 8:15am. More trips during the 8-9 hour. The bus is getting crowded so more buses are needed.	
699	buses in the afternoon are always late. Sometimes don't show up. an accurate schedule is helpful	The service changes are designed to reduce these issues. In addition, FCDOT submitted a

		grant to NVTC to improve timing and capacity.
699	Please have the service from Stringfellow Park & Ride	
699	It would be good to add 2 more rides in the morning 9 and another one at 9:30 (with 30 minutes)	
699	Make a stop nearer to Farragut North	
699	Adding some additional stops in DC and around Fairfax, VA	
699	Adding more routes	
699	Maybe add another bus in-between 6:40 & 7:05 & 7:25 and in afternoon around 4:45 because of standing room only. Maybe add another route to Lafante area or fed triangle	
699	bus with more seats	
699	This route is wonderful. I would not change my commute for any reason. Thank you!	
699	We need more bus before 3:25pm	
699	great bus! Drivers are awesome and so convenient.	
699	its a great service	
699	We love the bus! Please keep routes! :)	
699	Please add more buses. When bus is crowded, people have to stand up, and the ride lasts one hour. It is uncomfortable for people who stand.	
699	no concerns, a very pleasant way to get to DC	
699	It's been great! Could use better info on website.	
699	go to I street	
699	Need more frequent buses between 6:30-7:45am	
699	need to add a bus b/w 6:40am + 7:05am.	
699	more buses between 4-5pm  I frequently stand. Stop or another bus near L'Enfant.	
699	please add a bus!! especially during rush 4:00-6:00pm	
699	Great addition thank you consider day after thanksgiving a work day	
699	More trips	
699	adding multiple buses to current times	
699	6:55am bus	
699	Everything's been great so far.	
699	leave on-time arrive on-time	The service changes are designed to reduce these issues. In addition, FCDOT submitted a

		grant to NVTC to improve timing and capacity.
699	Buses are currently 20-30 mins apart. 15-20 mins apart would be nice. and on time.	
699	I would add more afternoon trip to depart at 6:50 pm at VA Avenue, and 5:10am depart from Government Center	
699	Add a mid-day bus	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.
699	For afternoon trip, add 5:15pm or 5:20pm for one departure. From Virginia Ave NW and 21st St NW	
699	Thank you for your service! 699 saves my time!	
699	Departing DC to the Govt Center- there is only one destination (the Govt Center). Yet some bus drivers stop across from Fairfax Corner to let one passenger off. This is frustrating to the other passengers.	
699	Add a new route to DC that starts near Vienna.	
699	Too many stops in D.C. in the afternoon. Stops are very close together.	
699	More training needed for drivers. Sometimes, they missing bus stop. And, sometimes they go wrong way (route). Also, some drivers are too tough.	
699	bus has been super convenient and the bus drivers are so friendly. The only hitch is days like after the day and day after thanksgiving and figuring other commutes. will not run the week of Christmas or around the holidays!	
699	this bus is very crowded in the evening rush. Maybe buses with larger capacity would be better or even paying more for charter buses that went directly to DC. Also add more stops or more routes to Metro Center or McPherson	
699	Please add larger bus to T-Th pm schedule. also be helpful to have bus come every 15 min. in pm. Could bus also drop off closer to Farragut West Metro. Could then swing down, 9th St as usual	
699	Adding more buses to the busy times when many people have to stand.	
699	I would rather have it come more often. every 15 min instead of 20	
699	shorten the intervals	
699	bigger bus?	
699	more buses in 7:00am Thanks	

699	one of the am options helps relieve crowding on 7:05 + 7:25 runs that I have.	
699	more trips but at the same time- just more buses.	
699	Can increase bus during peak hours	
699	More frequent buses (every 10 mins) at peak morning time (between 7 & 8:30am)	
699	Great benefit. Switched over from Metro and won't go back. Glad to see it growing. Need "tour" buses 55+ passengers w/restroom if possible, to handle the growing lines.	
699	Additional buses at 7am would be the more valuable than extending service before and after.	
699	Increase bus frequency to every 10 minutes. Add new line to other side of ellipse-Reagan Building	
699	I would like to see more trips added around 7:00am instead.	
699	-now that it is cold, I suggest the bus to arrive earlier so we can wait inside the bus.  -sometimes the bus is too cold.  -the drivers are very nice.	
699	Would like to have bus starting at noon from DC	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.
699	I would suggest adding more during peak hours 7:05-8, 4:30-6. People are always standing during peak hours and its dangerous on 66. Its a great service but it just needs more during the times when most people are using it.	
699	the above proposed times DO NOT help the full buses at 7:25am and 7:45am. and 4pm-5pm. Please add buses 7-8am and 4-5pm so people don't have to stand the whole way. The above proposed times can't shift to earlier or later buses due to children and school.	
699	A 7:30pm or 7:40pm bus from DC would be great	
699	leave 21st NW at 1:45pm daily	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.
699	more frequent routes	
699	1. reduce interval between buses from 20 to 10 minutes during peak commute	

	2. employ bus fleet w/larger capacity	
699	this is a great service, it really facilitated my commute if you add one or two more service after the last trip from DC to Fairfax, it will be perfect. Thank you for the buses and 699.	
699	more frequent runs during peak morning & afternoon hours	
699	I would love, if possible, to offer shuttles from the Fair Lakes area, since I live in Camden Monument Place. I end up walking from Govt Center to Fair Lakes Parkway	
699	add more buses. always I will be standing. waiting in line. can be 15 min sometimes when bus doesn't come & here to until 40 min.	
699	The bus that departs the government center at 7:05 a.m. needs another bus to arrive 20 minutes before and another bus to depart 20 minutes after the 7:45 a.m. bus. I have had to stand on each bus in the mornings going into DC. I truly appreciate the opportunity to provide feedback and am grateful to ride the 699 express bus.	
699	Adding one more service between 7 and 7:30am would be great	
699	Metro Center Stop	
699	I wish this route had started 10 years earlier. Please give advance notice to ridership when the route will not be running-such as day after thanksgiving this year.	
699	Add "Stringfellow" parking lot	
699	No additional stops, drive fast	
699	Please add another bus @ 7:05am	
699	Pick-up at Fairfax Town Center on the way to Government Ctr.	
699	I would like another route up Penn to 7th St.	
699	21st & VA in the afternoon @ 5:15 2nd bus @ 6:05am to accommodate full buses	
699	Add more buses during peak hours, example, depart Govt. Center at 7:15am.	
699	The route and service work very well. I'd suggest: 1. Adding an additional trip between 6:50 and 7:45am; and 2. an app that provided real-time tracking of the bus and send just-in-time service alerts. Thank you!	Bus Tracker provides this information.
699	Add one more bus trip between 6:40 and 7:05 a lot of people have to stand. Preferably add one 6:50am	
699	Maybe get the longer buses or send 2 at a time for the busiest times. There are often	

	people standing on the 7:05 and (4:50 & 5:05) buses.	
699	The suggested departure times above do not address the crowding on the 7:05am bus, or the return bus at 4:55 - need to add more buses around these times.	
699	I love this service-Thank you! You might consider adding more buses during peak hours rather than just add more earlier or later. I would also consider dropping some of the stops downtown-There are too many stops too close by each other. If you need more revenue, you could also consider charging for parking-even 2-3 dollars a day could help and would be cheaper than Metro parking. Thanks for this service-it's made me (and my family, friends, and dog!) much happier!	
699	When you made bus that leaves Va. Ave, at 5:05, that added 20 min. to my commute, please make that bus leave Va. Ave at 5:10pm	
699	-move late departures at DC (-8:00pm)  -remove stops with very few passengers  (-only one stop at VA, remove stop at DC before 18th & E)	
699	Usually the 7:05am & the 7:25 am buses are very packed and people are standing it would be good to add additional stop between these 2 buses.	
699	It would be greatly appreciated if later routes were added, as I often miss the last bus, and it is more difficult to take metro, and a second bus to get to my car at Government center	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.
699	The 7:05 is usually standing room please add another bus	
699	the bus is busiest between 7 + 8 am is it possible to add a bus or two between then?	
699	I think there needs to be an additional sometime between 7-8am	
699	Add one more stop at Penn Ave and 18th St. or stop a H and 18 or stop at I and 18	
699	more buses @ high volume times	
699	Yes, passengers should be allowed to take the bus 2 ways  1. Coming back to VA in the morning from DC	

	2. Buses are always crowded. add more buses going to DC from Govt Ctr in the afternoon	
699	It was a wonderful idea to start this bus route to DC. Please add a few extra trips and keep it going	
699	Add more buses	
699	Add the new bus between 7:30-8:30am & 4:30-5:30	
699	adding more 7-8am rides top if possible	
699	Need to start additional bus between 7 to 8am AND 5 to 6pm.- to accommodate rush, heavy rush hour & to avoid standing.	
699	Fill in the gaps in the afternoon for a consistent 15 min separation.	
699	I suggest you to give a free ride to DC or back to Gov Center after riders use the pass 20 times in a row.	
699	It would be great if you start service from Stringfellow Park & Ride	
699	Consistency w/evening departure times, multiple 20+ minutes wait in the evening.	
699	Need add more bus afternoon	
699	Go to further stops in DC (past White House, Union Station)	
699	Do you have plans to add an additional stop in Virginia. I live in Centreville, VA. It takes 7-10 mins from my place to Fairfax County govt. center. Could you please add a stop to Stringfellow park and ride?	
699	More buses are actually needed between 7 am - 8 am, as well as from 4 pm - 5 pm	
699	I would like to see an additional stop at the Stringfellow Road Park and Ride for 699. I have seen so many folks who commute to DC from this park and ride are now driving to Govt center to take 699. Please consider this! Thanks!	
699	Increase the frequency of trips (i.e. less wait time between buses to ease overcrowding)	
699	Bigger busses and/or more comfortable seats	
699	the 7:25 is always Standing Room Only and many buses home are too. Is it possible to have larger buses?	
699	Passengers should be allowed to ride both ways. From Gov. Ctr to DC in the afternoon, PM route and from DC to Gov. Ctr. In the morning, AM route. Please add more buses. Buses are always crowded, specially in the afternoon.	

699	The above options don't help the congested 7am - 8am and 4pm-5pm buses. Frequently the buses are packed and people have to stand the entire time. I and others have kids that the earliest they can be dropped off at school is 7am and they have to be picked up by 6pm and the proposed buses above don't help that at all. Please add additional buses during the 7-8am and 4-5pm hours so we aren't forced to stand the whole trip.	
699	Re Additional trips: Adding earlier or later times doesn't help me much... my commute is still 90 minutes (door to door) and I need to be in by 9am... I might use an alternate trip time on days where my schedule is off but that would be rare. Honestly, running more busses during the popular times (I'm guessing that's 7am to 8am, right?) would be more beneficial. Although, it doesn't bother me if I have to stand in the morning. (My afternoon trip is generally less crowded and I can usually get a seat.) Btw - So much better than metro!! Quiet, more comfortable, cheaper, shorter walk to and from my car, no driving on 66 to get to the Park and Ride. I drive to Ffx from Centreville... would love an express bus to DC from there one day (maybe when the 66 express lanes are done?)	
699	We need more buses for 7:05 and 7:25am full capacity	
699	What we really need are more frequent buses around the 7am departures and the 5pm routes out of the city. The 7:05 and 7:25 buses are packed; same with the 5:05 and 5:25 buses. Adding one at 7:15am and 5:15pm would be a huge help, along with a later departure for when we need to work late. Thank you!	
699	<ol style="list-style-type: none"> <li>1. Add a trip between 6:40 and 7:05 am.</li> <li>2. Add one mid-day trip inbound and outbound.</li> <li>3. Allow for two morning and afternoon trips to either take passengers back to Fairfax and back to the city respectively.</li> <li>4. Add a route further into the city center with stops along metro center, convention center and L'Enfant.</li> </ol>	The passenger can use Metrorail and Route 621 to return back to the Government Center during mid-day.

	<p>5. Make the new 698 route extend into Crystal City instead of stopping at the Pentagon.</p> <p>6. Make the buses longer or have two buses pick up on certain times.</p>	
699	<p>It would make sense to have departure times that coincide with commuter's schedule. Would like to have at least 2 earlier departure times in the afternoon and at least one earlier departure in the mornings.</p>	
699	<p>Would prefer that you had an Express from government center to pentagon</p>	
699	<p>Please add a stop closer to 19th and L Street. Thank you for significantly improving my commute.</p>	
699	<p>Great service, try to increase the frequency. Buses are crowded. Most of them stand for a long-distance commute.</p>	
699	<p>Do not let buses get too crowded.</p>	
699	<p>During the cold weather, heater should be turned on before passengers start to board, especially in the morning leaving Government Center.</p>	
699	<p>PLEASE offer a route between 12 pm and 3:25 -- at least on Fridays. Many Fed employees get off early on Fridays, (between 1 pm and 3pm), so having that additional pick up would make a huge difference.</p>	
699	<p>I preferred to take this route over the metro, cheaper and faster. I wish they have some weekend schedule as well.</p>	

The following public comments are from a previous public comment period (September to October 2018).

467	This would be a fantastic, useful service to help provide transportation from a portion of Vienna that disappeared when the 2T was eliminated.	
467	yes	
467	Please consider weekend service for 467.	
467	<p>I currently live near the Mosaic District. It rocks! FC 467 would be nice, assuming it stops directly in front of the Mosaic. A Metrobus goes past there but riders have to walk about 1/4 mile to catch that bus. Too far, considering they'll be carrying bags and other packages. On a related note, I was very sad to learn the 2T Metrobus was discontinued due to low ridership. It was my link to downtown Vienna. I now have to take a two-seat ride to get there. Depending on the day and time, my ride time has increased from approximately 15 minutes to approximately 40 minutes. Too long! Metro claimed this 2-seat ride was the same as the 2T, thus could be discontinued. Not the same! I am legally blind and Metro took care of MetroAccess paratransit riders who live along this 2T route by grandfathering them in. Thus, allowing them to continue to use MetroAccess along this route. However, bus riders with disabilities were put in a very scary situation and have no way to get around. This could have caused them to lose their jobs and be a prisoner in their own homes. FC 467 should help with this. However, Fairfax County should make 2T bus riders with disabilities whole again as well as they likely don't drive. One suggestion would be to offer these riders (and also riders who don't have disabilities) the option of taking a ride share such as Lyft or Uber to the nearest Metrorail and back, just like the 2T bus did. The ride-share would be paid for by Fairfax County minus say, a \$2 fare paid by the rider. Fairfax County would still save a lot of money. Another option would be for Fairfax County or Metro to use much smaller buses or jitneys instead of large gas-guzzling buses. Former 2T bus riders are feeling very left out right now. Everyone in the DMV deserves good bus service, not just those who happen to live on a popular bus route in the DMV. On yet</p>	

	<p>another related note, when will Fairfax County riders with paratransit-eligibility be getting our alternative to paratransit? DC and MD paratransit eligible riders have had their options for over a year. Once again, we are feeling left out. Finally, I'm very concerned about the Fairfax County representation on the Metro board. Supervisor Cathy Hudgins did a wonderful job in that capacity. With the reduction in board size, we need representatives like her to advocate for us regarding matter stated above.</p>	
467	<p>Tysons needs more circular routes. Easy to get to Tysons, but most destinations require walking far distances.</p>	<p>FCDOT will consider this suggestion under the Tysons route optimization process.</p>
467	<p>I live off Cottage St just a few blocks from Cedar Lane Apartments. I know the need for replacement for the 2T bus. There is no other way for the people in this neighborhood without cars to get to the grocery store, doctor appointments &amp; work.</p>	
467	<p>All best for the efforts to get the bus back.</p>	
467	<p>I support the 467 bus service being started. I would love to take it to work, H-Mart, the metro, library, and the community center. I believe this would help a lot of people who need to go to those places. Please consider implementing the 467 route. Thank you for your consideration.</p>	
467	<p>As a former user of the 2T bus, I miss having it as an option to commute. Although I only used it on occasion, its lost has made me turn to Lyft when I do need transportation. I am glad that you are considering a replacement route and know the impact it will have on the local community.</p>	
467	<p>I support the restoration of the 467 bus near Vienna Park Apartments.</p>	
467	<p>As a user of the Fairfax Connector – I have a convenient stop to and from the Vienna Metro, I know how important it is to have a close bus stop to my home. The residents of Vienna Park have had the benefits of those taken from them. These residents need the route. Thank you for your consideration.</p>	
467	<p>Please replace the route of the 2T bus in Vienna, VA. This route is critical for lower income families living in this area to travel between home and work, run errands, and provide a method for their middle school children to safely travel to the library and</p>	

	community center. Thank you for your consideration.	
467	This service is very much needed for those in the community without cars. The County should strive to look out for all its residents by providing for everyone.	
467	Please implement the replacement bus #467.	
467	I support the Fairfax Connector change proposal, especially to help the underserved residents of Vienna Park Apartments.	
467	I support the new bus line.	
467	I support the 467 bus route.	
467	I support the implementation of the replacement of the 2T bus line.	
467	As a member of Vienna Baptist Church, I am aware of the dire need of public transportation for residents along the old 2T bus line that formerly was routed through Vienna. We need desperately for residents to have safe reliable transportation to get to work, shopping, medical appointments, etc. Please institute a replacement bus line for the old 2T bus. Thank you.	
467	Customer called at 4:59PM to show support for the purposed winter changes. Customer mentioned new route 467.	
467	Customer called at 10:43AM to show support for the purposed winter changes. Customer mention new route 467.	
467	I need to mobilize myself to get to work, I am 57 years old. And my job is to walk all day and it would hardly be done in walking to my job and this route of this bus I would take. Thank you.	This comment was translated from Spanish.
467	I need the bus to go to work. It's very important.	This comment was translated from Spanish.
467	There are people who need the bus and the transport is very important.	This comment was translated from Spanish.
467	The bus is important in the Community of Vienna, to go to the mall, to the library, and to the supermarket.	This comment was translated from Spanish.
467	I use the bus for my job.	This comment was translated from Spanish.
467	The bus has affected me to go to the market.	This comment was translated from Spanish.
467	I need the bus to go to the supermarket.	This comment was translated from Spanish.
467	I need the bus to go to the supermarket.	This comment was translated from Spanish.

467	I'm a member of the Vienna Community I use the bus to go buy food, for my job, and to get to the shopping center. I take the bus in front of 711. It is important that everyone has public transportation to get to the market, the doctor, etc. And it's good for the elderly who do not drive and for the poor people and please put them the service. Thank you.	This comment was translated from Spanish.
467	I am a member of the Vienna Community and I would like you to put the 467 for our service, because it is very important for us to go to work, super, the doctor and many more. Thank you. I ask that you please implement the route.	This comment was translated from Spanish.
467	I want you to extend the 467 to buy food, take my children to the pediatrician and the dentist. The most important stop for me is that of Park Apartment.	This comment was translated from Spanish.
467	I need the 467 bus to go to the market, to the doctor. Please implement it as soon as possible.	This comment was translated from Spanish.
467	The bus is always needed for anything or an emergency. We need it daily and soon.	This comment was translated from Spanish.
467	I use the public transportation for the market and to take my children to the doctor. It would be very important to have the bus. All day.	This comment was translated from Spanish.
467	We need the bus in the community to go to the doctor. All day.	This comment was translated from Spanish.
467	We need the bus here in the community to make purchases, to go to the doctor.	This comment was translated from Spanish.
467	I need the 467 bus to go to work, to the store. I am a member of the Vienna Community. We urgently need this.	This comment was translated from Spanish.
467	My family needs to get to work, to go to the store, to take the girls to the doctor or for any other emergency. We need you to put it because it is important. Many people need it.	This comment was translated from Spanish.

## Title VI Service Equity Analysis – Proposed March 2019 Fairfax Connector Service Changes

### Summary of Analysis Results

The service changes proposed for implementation in March 2019 were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular C-4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. Routes 161, 162, 308, 321, 322, 467, and 699 are included in these changes. Of these routes, only Routes 308 and 467 are qualified as experiencing a major service change. Further analysis suggested these routes would not create a disparate impact on minority riders or a disproportionate burden on low-income riders. The proposed service changes will have a positive impact on Fairfax Connector riders, including the communities along the routes.

### Relevant Fairfax County Title VI Program Elements

A service equity analysis may require the evaluation of as many as four items depending on the route's nature, proposed changes, and served environment. The policies listed in this section are contained in the Fairfax County Title VI Program, as approved by the Board of Supervisors on July 25, 2017.

A major service change is defined as either an increase or decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

A disparate impact occurs when the difference between minority riders and non-minority riders affected by a proposed service change or fare change is 10 percent or greater.

A disproportionate burden occurs when the difference between low-income riders and non-low-income riders affected by a proposed service change or fare change is 10 percent or greater.

An adverse effect occurs when the proposed service change meets any of the following criteria for minority or low-income populations:

- *New or additional service*: if other service was eliminated to release resources
- *Headway change*: if headway increased by at least 20 percent
- *Alignment change*: if at least 15 percent of the alignment is eliminated or modified
- *Span of service change*: if the span of service decreases by at least 10 percent
- *Elimination of entire route*

“If a transit provider chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if the transit provider finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service change, the transit provider may implement the service change *only* if:

- “the transit provider has a substantial legitimate justification for the proposed service change; *and*

- “the transit provider can show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider’s legitimate program goals.” (*Circular C-4702.1B*, page IV-16; emphasis in original.)

FCDOT measured the minority population living within the service area of the affected route alignments and compared the percentage of minority population within that area to the percentage of non-minorities living in that area to determine whether the service change would cause a disparate impact. Additionally, the percentage of low-income households within the service area of the affected route alignment was measured and compared to the percentage of non-low-income households in that area to determine whether a service change would cause a disproportionate burden.

### **Overview**

The March 2019 service changes involve Routes 161, 162, 308, 321, 322, 467, and 699.

#### *Routes 161 and 162: Hybla Valley*

- Eliminates one late-night trip on Route 161 due to low ridership and shifts this time to running time on Routes 161 and 162
- Shifts excess layover time on Route 162 to running time

#### *Route 308: Franconia-Springfield Metrorail / VRE Station – Mount Vernon Hospital*

- Adds a new Route 308 to provide weekday and Saturday service between the Franconia-Springfield Metrorail / VRE Station and Mount Vernon Hospital via Jeff Todd Way and Richmond Highway

#### *Routes 321 and 322: Springfield*

- Addresses on-time performance issues by shifting weekday peak headways to 30 minutes
- Reroutes service onto Bren Mar Drive, bypassing Indian Run Parkway

#### *Route 467: Dunn Loring – Tysons*

- Adds a new Route 467 to provide complementary midday, evening, and Saturday service to Route 462, which only provides morning and evening peak service in response to community requests

#### *Route 699: Government Center – Downtown DC*

- Adds one additional trip in the morning and another in the afternoon to help address capacity issues due to high ridership on Route 699

Each of the above routes included in the service changes was first evaluated against the major service change threshold defined in Fairfax County Title VI Program. Table 1 shows that Routes 308 and 467 met the major service change threshold.

**Table 1: Proposed Service Changes**

Route	Proposed Service Change	Percent Change in Revenue Hours			Percent Change in Revenue Miles		
		Weekday	Sat.	Sun.	Weekday	Sat.	Sun.
161 / 162	Adjust running time to improve on-time performance	-1.2%	0%	0%	-3.7%	0%	0%
308	Add new local route	100%	100%	n/a	100%	100%	n/a
321 / 322	Adjust headways to improve on-time performance	-15.5%	-0.1%	-0.1%	-19.9%	0%	0%
467	Add new local route	100%	100%	n/a	100%	100%	n/a
699	Add one AM and PM trip to address capacity issues	9.5%	0%	0%	9.5%	0%	0%

**Route 308**

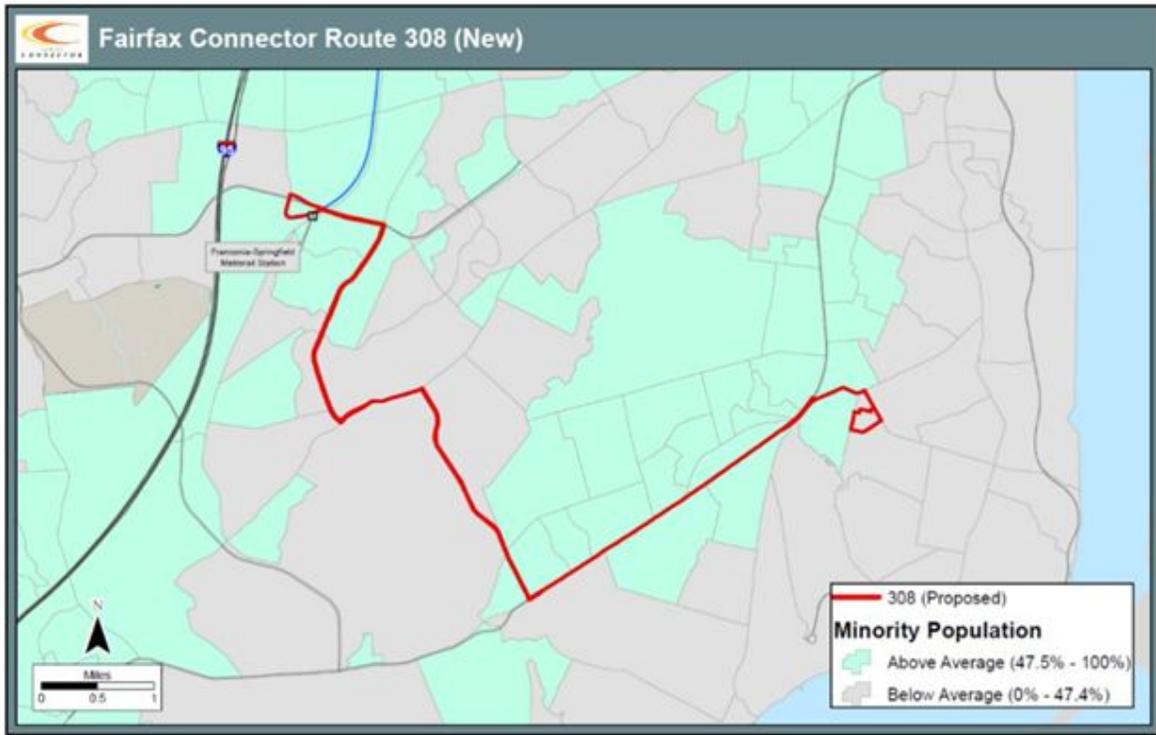
FCDOT plans to add new service between Franconia-Springfield Metrorail / VRE Station and Mount Vernon Hospital. Route 308 was examined to determine whether the new route would create a disparate impact and/or disproportionate burden. If such an impact was identified, then further justification for the service change would be needed.

*Disparate Impact:* The minority population living within one-quarter mile of the Route 308 service area is 63 percent, and the non-minority population living in that area is 37 percent (see Table 2). The difference between the minority population and non-minority population affected by the proposed service change is 26 percent, which exceeds the disparate impact threshold of positive 10 percent. Therefore, adverse effects related to the Route 308 proposed service change will be analyzed.

**Table 2: Route 308 Disparate Impact**

Route	Total Route Households	Minority Households	Non-minority Households	Percent Minority	Percent Non-minority	Difference	Disparate Impact
308	8,666	5,457	3,209	63%	37%	26%	Yes

Figure 1 shows the proposed Route 308 alignment in relation to predominantly minority census block groups.



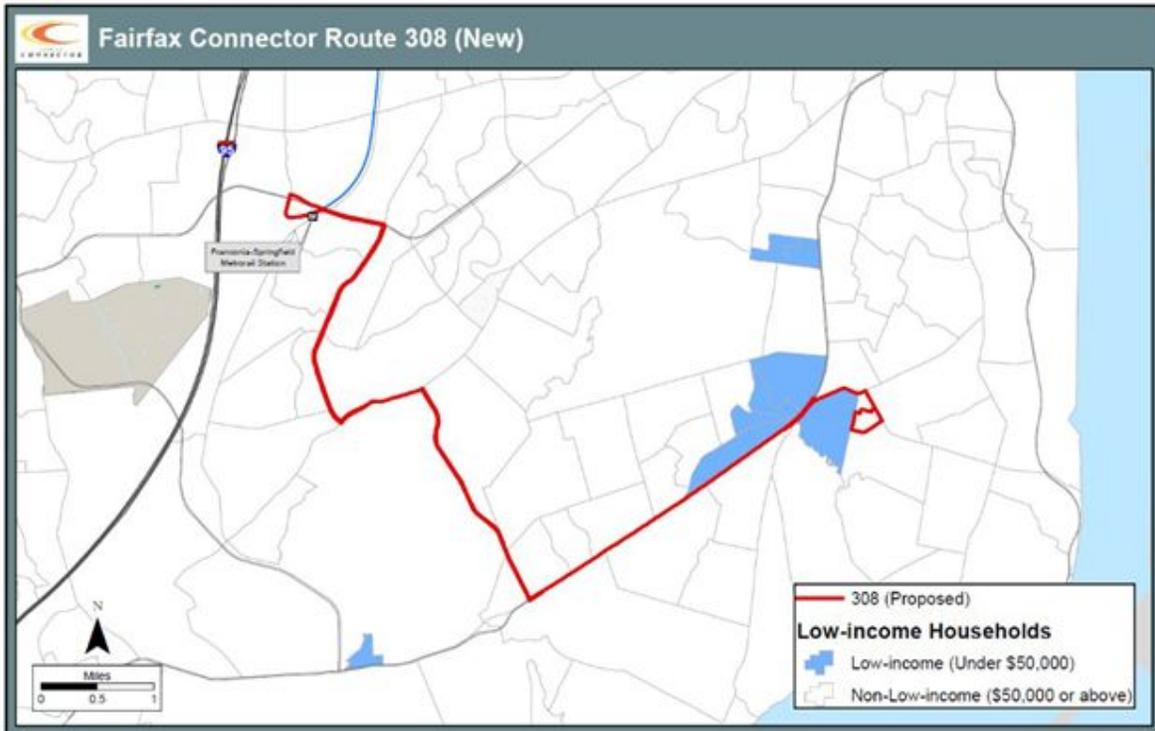
**Figure 1: Route 308 Minority Population Map**

*Disproportionate Burden:* The low-income households living within the Route 308 service area is 34 percent. This is 32 percent less than the percentage of non-low-income households (see Table 3). The difference between the low-income households and non-low-income households does not exceed the disproportionate burden threshold of a positive 10 percent. Therefore, implementing the proposed new Route 308 will not create a disproportionate burden on low-income households. Route 308 will provide service to neighborhoods that currently have no transit service.

**Table 3: Route 308 Disproportionate Burden**

Route	Total Route Households	Low-income Households	Non-low-income Households	Percent Low-income	Percent Non-low-income	Difference	Disproportionate Burden
<b>308</b>	8,666	2,924	5,472	34%	66%	-32%	No

Figure 2 shows the proposed Route 308 alignment in relation to predominantly low-income census block groups.



**Figure 2: Route 308 Low-income Households Map**

*Adverse Effects:* The proposed addition of Route 308 was evaluated for adverse effects, because the difference between minority population and non-minority population affected by the proposed service change exceeds the threshold of disparate impact. The service change will increase access to jobs for minority populations and all populations throughout the region and will not result in a service reduction to other minority populations within Fairfax County. Therefore, the proposed new Route 308 will not create a disparate impact.

### **Route 467**

FCDOT plans to add Route 467 midday, evening, and Saturday service to complement existing Route 462 service.

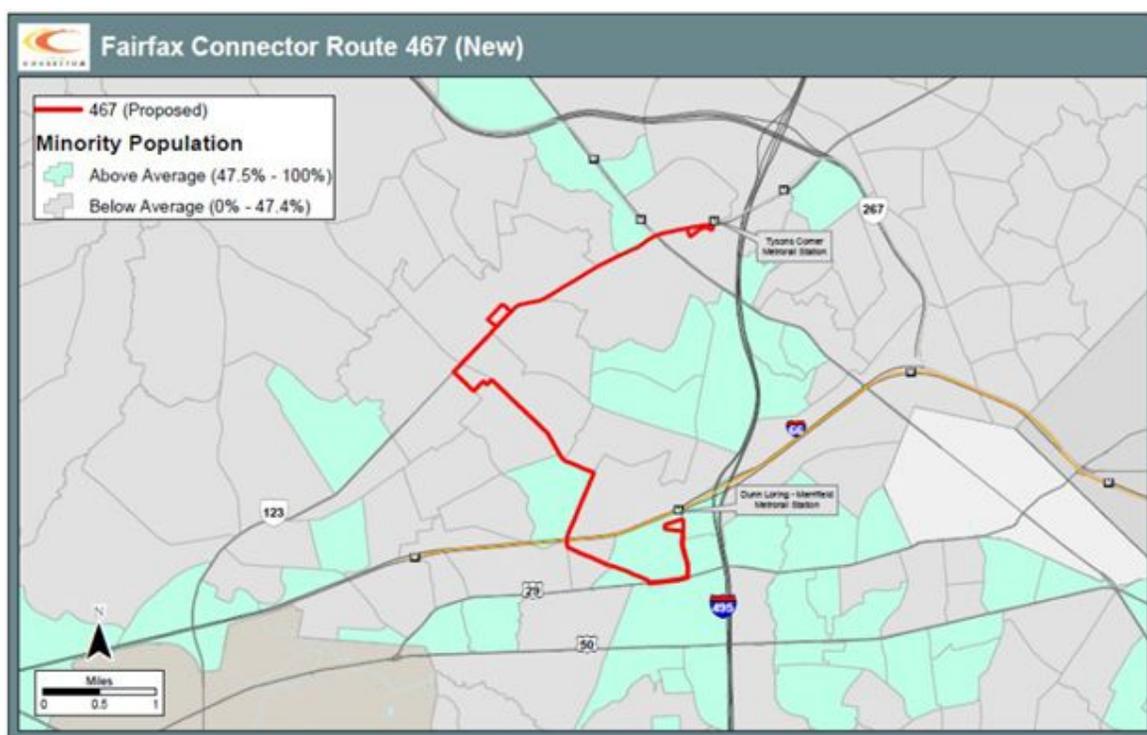
*Disparate Impact:* The minority population living within one-quarter mile of the Route 467 service area is 44 percent, and the non-minority population living in that area is 56 percent (see Table 4). The difference between the minority population and non-minority population affected by the proposed service change is negative 12 percent, which does not exceed the disparate impact threshold of positive 10 percent. The implementation of Route 467 will result in increased access to jobs for minority populations and all populations throughout the region and will not result in a service reduction to other

minority populations within Fairfax County. Therefore, the proposed new Route 467 will not create a disparate impact.

**Table 4: Route 467 Disparate Impact**

Route	Total Route Households	Minority Households	Non-minority Households	Percent Minority	Percent Non-minority	Difference	Disparate Impact
467	5,853	2,580	3,273	44%	56%	-12%	No

Figure 3 shows the proposed Route 467 alignment in relation to predominantly minority census block groups.



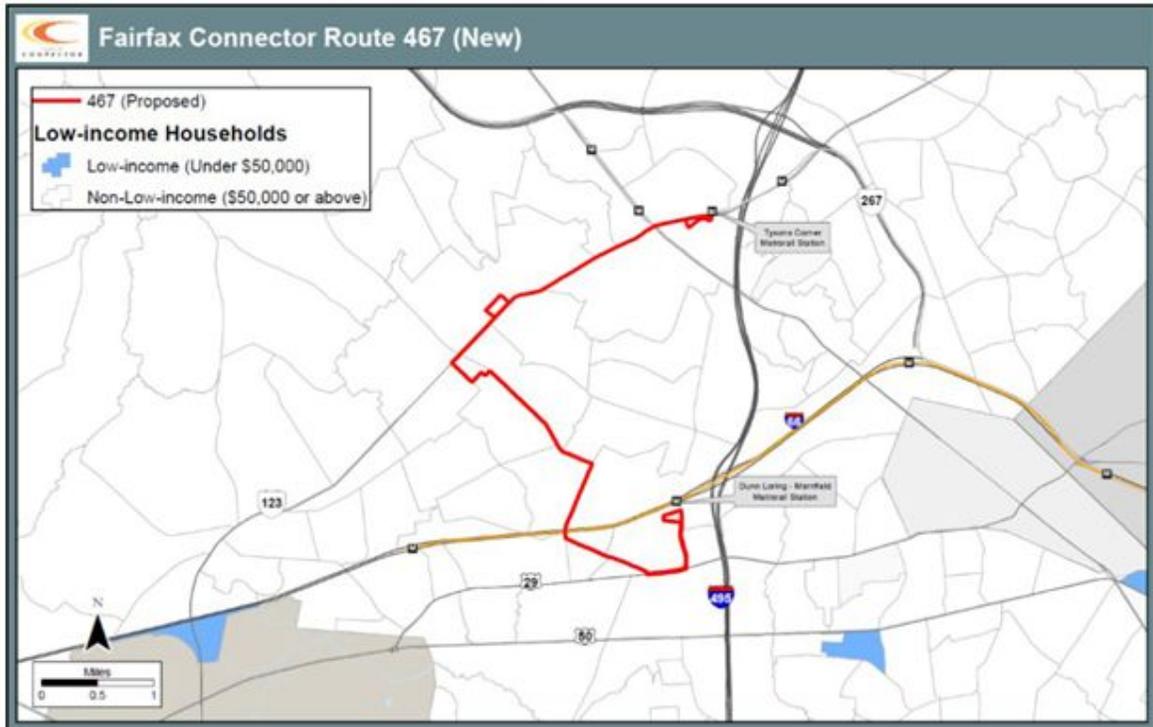
**Figure 3: Route 467 Minority Population Map**

*Disproportionate Burden:* The low-income households living within the Route 467 service area is 15 percent. This is 70 percent less than the percentage of non-low-income households (see Table 5). The difference between the low-income households and non-low-income households does not exceed the disproportionate burden threshold of 10 percent. Therefore, implementing the new Route 467 will not create a disproportionate burden on low-income households.

**Table 5: Route 467 Disproportionate Burden**

Route	Total Route Households	Low-Income Households	Non-low-income Households	Percent Low-income	Percent Non-low-income	Difference	Disproportionate Burden
467	5,853	861	4,992	15%	85%	-70%	No

Figure 4 shows the proposed Route 467 alignment in relation to predominantly low-income census block groups.



**Figure 4: Route 467 Low-Income Households Map**

**Conclusion**

The service changes proposed for implementation in March 2019 were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular C-4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The analysis showed that the proposed service changes to Routes 161, 162, 321, 322, and 699 will not meet the major service change threshold. Therefore, no disparate impact or disproportionate burden analysis was conducted on those routes. The proposed service changes to new Routes 308 and 467 did meet the major service change threshold, so disparate impact and disproportionate burden analyses were conducted for Routes 308 and 467.

As presented in this documentation, the implementation of Routes 308 and 467 will not result in a disparate impact to minority populations or a disproportionate burden to low-income populations. Based on route alignments, hours of operation, and access to key destinations, Routes 308 and 467 will improve mobility for the community (including identified Title VI populations), connecting Fairfax County residents to work, school, shopping, and appointments. Overall, the proposed service changes for March 2019 will improve service for Fairfax Connector riders.

ACTION – 3

Board of Supervisors Authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to Make Two Housing Blueprint Loans to Arrowbrook Apartments I, LLC to Finance the Development of Arrowbrook Centre Apartments, Herndon, Virginia (Dranesville District); and Board of Supervisors Designation of the Arrowbrook Apartments Site as a Revitalization Area Pursuant to Virginia Code § 36-55-30:2

ISSUE:

- 1) The Board of Supervisors is requested to authorize the Fairfax County Redevelopment and Housing Authority (FCRHA) to make two Housing Blueprint Loans in the Aggregate Amount of \$7,744,225 for Arrowbrook Apartments I, LLC and Arrowbrook Apartments II, LLC (preliminarily estimated to be divided as \$694,225 for Arrowbrook Apartments I and \$7,050,000 for Arrowbrook Apartments II) to finance the development of 274 units of affordable multifamily housing, known as Arrowbrook Centre Apartments (the Project), in the Dranesville District.
- 2) The Board of Supervisors is requested to designate the Arrowbrook Apartments Site as a Revitalization Area pursuant to Virginia Code § 36-55-30:2.

RECOMMENDATION:

- 1) The County Executive recommends that the Board authorize the FCRHA to make the proposed loans in the aggregate amount of \$7,744,225 to Arrowbrook I, LLC and Arrowbrook II, LLC (in amounts preliminarily estimated to be \$694,225 for Arrowbrook Apartments I and \$7,050,000 for Arrowbrook Apartments II).
- 2) The Board of Supervisors is requested to designate the Arrowbrook Apartments Site as a Revitalization Area pursuant to Virginia Code § 36-55-30:2.

TIMING:

Immediate. SCG Development Partners, LLC (SCG Development) will apply for nine percent competitive tax credits for approximately 130 units for Arrowbrook Apartments I, LLC before March 14, 2019 with Virginia Housing Development Authority (VHDA).

Subsequent to an award of nine percent tax credits, SCG Development will submit an application for four percent tax credits for approximately 144 units for Arrowbrook Apartments II, LLC. However, VHDA would require commitment of both Housing Blueprint Loans at the time SCG Development applies for nine percent tax credits. Both

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application submissions require approval of the subordinate Housing Blueprint Funds financing. The FCRHA approved award of the Housing Blueprint Loans at its meeting on January 31, 2019.

BACKGROUND:

In July 2018, The Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for Housing Blueprint Funds of \$7,744,225. In response to the NOFA, HCD received two proposals totaling \$9,458,469. The financing requests came from a) SCG Development for developing Arrowbrook Centre Apartments in the amount of \$7,725,000 in Housing Blueprint Funds and \$2,000,000 in federal funds and, b) Wesley Housing for additional funds to develop the Arden project in the amount of \$1,733,469. Wesley Housing was previously awarded \$7,400,000 for the Arden project in fiscal year (FY) 2018.

After reviewing the two applications, the Selection Advisory Committee (SAC) recommended an award of \$7,744,225 in Housing Blueprint Funds for FY 2019 to SCG Development for the development of Arrowbrook Centre Apartments. No federal funds are being awarded for this project.

Ownership:

Arrowbrook Centre LLC, a wholly owned subsidiary of The Ruth and Hal Launders Charitable Trust, a Virginia charitable trust classified as a tax-exempt private foundation under federal tax law, currently owns the parcel of land containing approximately 4.6 acres. SCG Development entered into a Memorandum of Agreement and option for a ground lease with Arrowbrook Centre LLC on September 13, 2018 to develop a mixed-use residential and retail use building. It is expected that the ground lease will be executed before the application for nine percent competitive tax credits in March 2019. The option to ground lease will expire in Fall 2019.

Applicant:

SCG Development is a privately held real estate development firm focused on creating quality affordable and workforce rental residences with a portfolio of over 40 properties across the country, ranging from high-rise new construction, to adaptive reuse of historic buildings, to the acquisition and rehabilitation of existing apartment communities.

SCG Development has developed and rehabilitated 4,000 units throughout the nation. They are headquartered in Fairfax County and have done extensive work in Washington D.C., Maryland and Virginia. The most recent successful project they developed is The Residences at Government Center in Fairfax, Virginia, which is a 270-unit project using

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tax credits, and is an EarthCraft Home-certified gold apartment complex. This project has received several notable awards including the 2018 International Economic Development Council Excellence in Economic Development Silver Award Recipient, the 2017 Best Affordable Development Award at the Virginia Governor's Housing Conference, and the 2017 Outstanding Project Innovation Award from the National Council for Public-Private Partnerships (NCPFP). SCG Development has also developed other properties in the Greater Washington D.C. and Virginia area, a few of which are, Forest Village Apartments in Fredericksburg, VA (192 units), Georgia Commons in Washington D.C. (130 units), Park Heights Apartments in Baltimore, MD (100 units) and Mallard Cove Apartments (160 units) and Marsh Landing Apartments (250 units) in Portsmouth, VA (410 units). Based on its 2017 audited financial statements, SCG Development Partners, LLC & Subsidiaries, have total assets of \$217,645,932, cash balance of \$6,718,822 and net worth of \$96,875,119.

SCG Development has brought together a team that includes local firms with long-time local principals and employees that have an extensive knowledge of the development process from inception to completion.

Project Description

The site is located at the intersection of the future Arrowbrook Centre Drive (currently known as Field Point Road) and Centreville Road in Herndon, Virginia, with Innovation Metro Station under construction within a mile of this site.

The site has zoning approval of Planned Development Commercial District, which includes multifamily dwelling units. The site plan is undergoing the approval process and is expected to be completed in April, 2019.

Although acting as one contiguous building, SCG Development will create three separate condominiums within the project, including Arrowbrook Apartments I, LLC for nine percent Low-Income Housing Tax Credit (LIHTC) condominium, Arrowbrook Apartments II, LLC for a four percent LIHTC condominium, and a retail condominium that will be developed by SCG Development and sold back to Arrowbrook Centre LLC. The scope of the retail condominium is outside the LIHTC financing transactions for Arrowbrook Apartments I, LLC and Arrowbrook Apartments II, LLC.

The structured parking garage will be a five-story structure consisting of approximately 425 parking spaces for the residential units plus an additional 49 parking spaces for the retail condominium. Residential apartments will surround the garage on three sides.

The project is located in a highly desirable location in Herndon and is part of the Arrowbrook Centre mixed-use development that includes Arrowbrook Centre Park, an

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actively selling Pulte for-sale townhome and condominium community, and future high-rise hotel/office/condominium buildings.

The units at Arrowbrook Centre Apartments will feature:

- Laminated wood flooring in kitchen and living areas
- Carpeting in bedrooms
- Ceramic tile flooring and shower surrounds in bathrooms
- Washer and Dryer in every unit
- Refrigerator, Dishwasher, Stove, Garbage Disposal
- Pre-wired for TV, phone, internet services
- Programmable thermostats

The Common Area Amenities at Arrowbrook Centre Apartments will include:

- Controlled access throughout the property, including the parking garage
- Business Center with conference room/study areas
- Fitness Center
- Cyber Lounge
- Bicycle Storage
- Outdoor Courtyard with grilling and seating
- Quick access to Dog Park (at Arrowbrook Centre Park) and Children's Playground
- Structured Parking with direct floor access
- Ground Floor Retail

A variety of support services are under consideration for Arrowbrook Centre Apartments, including on-site job training opportunities and Innovation Incubator space for assisting residents with starting their own companies and matching residents with other employers.

Potential Benefits

- a) Addition of 274 units of affordable housing in a highly cost-burdened Herndon/Reston area.
- b) Arrowbrook Centre Apartments will offer 42 three-bedroom units that are in high demand in the area.
- c) The project is within a mile of the Innovation Center Metro station, Worldgate shopping and restaurants, food stores and Clocktower Shopping Center.
- d) The project will remain affordable for at least 50 years pursuant to an agreement with VHDA.

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- e) The project will incorporate green building, universal and sustainable design features. It will also be LEED-certified.
- f) The project will have 15 Americans with Disabilities Act compliant units.
- g) The FCRHA will have the Right of First Refusal.

Rents and Affordability Restrictions:

The following tables represent the proposed rents for Arrowbrook Centre Apartments, Arrowbrook Apartments I for nine percent LIHTC and Arrowbrook Apartments II for four percent LIHTC:

**Arrowbrook Apartments I, LLC (Nine Percent LIHTC)**

<b>Unit Type</b>	<b>Number of Units</b>	<b>Gross Allowable Rents</b>	<b>Utility Allowance</b>	<b>Net Rents</b>	<b>Area Median Income (AMI) Levels (%)</b>
1BR	1	\$879	\$107	\$772	40
1BR	5	\$1,099	\$107	\$992	50
1BR	4	\$1,319	\$107	\$1,212	60
2BR	3	\$1,099	\$151	\$948	40
2BR	40	\$1,319	\$151	\$1,168	50
2 BR	46	\$1,582	\$151	\$1,431	60
3 BR	1	\$1,219	\$211	\$1,008	40
3 BR	15	\$1,524	\$211	\$1,313	50
3 BR	15	\$1,828	\$211	\$1,617	60
<b>Total</b>	<b>130</b>	<b>\$191,978</b>	<b>\$21,050</b>	<b>\$170,928</b>	

**Arrowbrook Apartments II, LLC (Four Percent LIHTC)**

<b>Unit Type</b>	<b>Number of Units</b>	<b>Gross Allowable Rents</b>	<b>Utility Allowance</b>	<b>Net Rents</b>	<b>Area Median Income (AMI) Levels (%)</b>
Studio	24	\$1,231	\$96	\$1,135	60
1BR	20	\$1,319	\$107	\$1,212	60
2 BR	89	\$1,582	\$151	\$1,431	60
3 BR	11	\$1,828	\$211	\$1,617	60
<b>Total</b>	<b>144</b>	<b>\$216,830</b>	<b>\$20,204</b>	<b>\$196,626</b>	

Utility allowance includes electric, water, sewer and trash removal.

**Revitalization Area Designation and Tax Credit Application**

Applying for Low Income Housing Tax Credits, which is a critical source of project equity, is a highly competitive process, with points awarded by VHDA to projects that meet specific criteria. A project is eligible for 15 additional points if it is located in a Revitalization Area as described in Virginia Code pertaining to VHDA in § 36-55.30:2 (VHDA Revitalization Statute). If the Board designates the Arrowbrook Apartments site as a “Revitalization Area”, the designation will be used solely for the purpose of enabling Arrowbrook Apartments I LLC, to get additional points for its nine percent tax credit application. The designation will in no manner affect any areas in Fairfax County that have, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts pursuant to Board actions on the County Comprehensive Plan that are separate and distinct from those set forth in the VHDA Revitalization Statute.

Staff has determined that the Arrowbrook Apartments site meets the above-referenced code definition because (i) the development of the area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

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To receive the 15 points, a County Board resolution is needed to designate the development site as a Revitalization Area pursuant to the VHDA Revitalization Statute criteria (Attachment 1).

Appraised Value

The 2018 assessed value for the land is \$10,640,000.

HCD engaged an independent appraiser from JMSP, Inc. to confirm and ensure that the valuation fully collateralizes the FCRHA Housing Blueprint Loans. According to the appraisal dated December 27, 2018, the prospective value based on restricted rents is \$47,400,000 and the 'forced liquidation decontrol value' is \$77,700,000.

The Department of Tax Administration is reviewing the appraisal for approved values as well as the methodology used to determine those values.

Financing Plan and Terms of Housing Blueprint Loans

Please see Attachment 2.

STAFF IMPACT:

Real Estate Finance staff continues to spend a considerable amount of time since September 2018 to underwrite and structure the transaction with tax-exempt bonds and Housing Blueprint funds, working directly with SCG Development, and coordinating with other HCD Staff and the Office of the County Attorney.

FISCAL IMPACT:

Funding of approximately \$7,744,225 will be allocated from funds identified as part of the Fiscal Year 2019 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 January 8, 2019.

The FCRHA will receive an ongoing monitoring fee of \$5,000, escalating at three percent annually for a period of at least thirty years for the Housing Blueprint Loan. All the fees will go into Fund 810-C81000, FCRHA General Operating Fund at the time of closing in late 2019.

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ENCLOSED DOCUMENTS:

Attachment 1 - Resolution: Exhibit A

Attachment 2 - Financing Plan and Terms of Housing Blueprint Loans

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

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney

Alan M. Weiss, Assistant County Attorney

RESOLUTION OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY,  
VIRGINIA DESIGNATING THE ARROWBROOK APARTMENTS SITE A  
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

RECITALS

R-1. The Board of Supervisors (“Board”) has been requested to authorize the Fairfax County Redevelopment and Housing Authority to make two Housing Blueprint Loans in the aggregate amount of \$7,744,225 to affiliates of SCG Development Partners LLC (collectively, the “Developer”) to assist in the development on a 274-unit multifamily affordable housing project (“Development”) on a site in the Dranesville District as depicted on Exhibit A attached hereto (“Development Site”).

R-2. The Development will provide critically need affordable housing for low and moderate income residents whose tenancy and local employment is essential to future economic development in Fairfax County.

R-3. The Developer’s financing plan for the Development includes, among other things, an application to the Virginia Housing and Development Authority (“VHDA”) for competitive nine percent tax credits pertaining to a portion of the 274-unit proposed Development.

R-4. The VHDA tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

R-5. The definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

R-6. The Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the Development Site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to

produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The above-referenced proposed Development is located in an area that is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

# Arrowbrook Centre Apartments Proposed Revitalization Area - 4.6 Acres

Exhibit A



Financing Plan:

The project will be divided into three condominium regimes for ownership and financing purposes only, legally dividing the ownership of the property and related rights between two ownership entities controlled by the developer (the ownership entities). The apartments will all be rental. All condominiums will have shared common elements.

SCG Development is proposing to finance the development using both nine percent and four percent LIHTC. The overall project will be financed using three separate financing mechanisms under three separate condominium regimes: a) Arrowbrook Apartments I, LLC for 130 units with nine percent LIHTC, a first mortgage from a private lender, subordinate financing from the FCRHA and General Partner (GP) Loan; b) Arrowbrook Apartments II, LLC for 144 units with four percent LIHTC with short term tax-exempt bonds, Federal Housing Administration (FHA) financing, subordinate financing from FCRHA and GP loan; and c) the third condominium will provide an approximate 36,000 gross square foot retail structure, for which the financing details are in preliminary stages and is expected to be sold back to Arrowbrook Centre, LLC for approximately \$4,500,000.

The project will provide 274 affordable units and serve an income mix of 40 percent of Area Median Income (AMI), 50 percent of AMI and 60 percent of AMI levels. The construction will take place over a period of 24 months after closing and is expected to commence in Summer 2020.

SCG Development is still finalizing the details and may request that the loan amounts between the two transactions be adjusted, however, the aggregate amount will remain at \$7,744,225. No FCRHA funding will be disbursed until the entire 274-unit project is complete.

**Ground Lease**

SCG Development will enter into the Ground Lease with Arrowbrook Centre, LLC for an extended term not to exceed ninety-nine (99) years. In consideration of its conveyance of the Ground Lease, SCG will pay to Arrowbrook Centre LLC, at closing, the sum of \$5 million paid upfront as a lump sum amount. Under the terms of the Ground Lease, SCG Development will develop 274 affordable apartment homes proposed at Arrowbrook Centre Apartments and also pay additional rent payments in the aggregate sum of \$750,000 (\$50,000 per year) during the first fifteen years based on the availability from the cashflow with the entitled priority over the subordinate loans, equity investors and the developer. In addition, SCG Development will, upon the final completion of construction, convey to Arrowbrook Centre, LLC the retail portion of the new building comprised of approximately 36,000 gross rentable square feet. The retail portion of the building will be a fully separate condominium owned and operated by Arrowbrook

Centre, LLC. In case the financial contingencies regarding the tax credit approvals and tax-exempt bonds are not secured by September 30, 2019, the option to exercise the ground lease may be terminated.

**Arrowbrook Apartments I, LLC (Nine Percent LIHTC)**

<b>Permanent Sources</b>	<b>Sources</b>
FHA Financing (FHA 221(d)(4) Loan)	15,700,000
Subordinate Financing (Housing Blueprint Funds Loan)	694,225
Tax Credit Equity	29,634,000
Deferred Developer Fee	366,369
<b>Total Permanent</b>	<b>\$46,394,594</b>
<b>Summarized Uses</b>	<b>Uses</b>
Acquisition Costs	\$5,000,000
Construction Costs	27,320,858
Construction Costs Contingency	1,603,964
Architecture and Engineering	2,971,033
Soft Cost Contingency	368,066
Financing and Legal Costs	
FHA Fees	748,000
Tax Credit Fees	264,356
Owner and Third Party Costs	15,000
Construction Period Interest	2,944,721
FF&E	260,000
Real Estate Taxes, Utilities, Insurance	105,000
Working Capital Reserve	958,828
Developer's Fee	3,834,768
<b>Total Uses</b>	<b>\$46,394,594</b>

For the Arrowbrook I, LLC, nine percent LIHTC transaction, SCG Development plans to seek an FHA loan at an interest rate of 5.75 percent with 40 year amortization. The Housing Blueprint Loan will be disbursed after the construction is complete.

**Arrowbrook Apartments II, LLC (Four Percent LIHTC)**

<b>Permanent Sources</b>	<b>Sources</b>
FHA Financing (FHA 221(d)(4) Loan)	20,500,000
Subordinate Financing (Housing Blueprint Funds Loan)	7,050,000
Tax Credit Equity	12,779,000
Deferred Developer Fee	3,457,062
<b>Total Permanent</b>	<b>\$43,786,062</b>
<b>Summarized Uses</b>	<b>Uses</b>
Construction Costs	29,509,286
Construction Costs Contingency	1,443,703
Architecture and Engineering	3,239,748
Soft Cost Contingency	241,773
Financing and Legal Costs (Mortgage and Bonds)	
FHA Fees	859,000
Bond Issuance Fee and Monitoring Fees	330,000
Tax Credit Fees	319,159
Owner and Third Party Costs	15,000
Construction Period Interest	2,988,887
FF&E	144,000
Real Estate Taxes, Utilities, Insurance	105,000
Working Capital Reserve	1,096,640
Developer's Fee	3,493,866
<b>Total Uses</b>	<b>\$43,786,062</b>

For the Arrowbrook II, four percent LIHTC transaction, SCG Development will apply for FCRHA tax-exempt bonds that are fully cash-collateralized by the proceeds of a 221(d)(4) Federal Housing Administration (FHA) loan. At the same time as the bonds are issued, SCG Development will secure FHA financing for the project in the form of an FHA-insured mortgage (the FHA Loan) in the approximate amount equal to \$20,500,000. This will be evidenced by a mortgage note and mortgage recorded in first lien position on the project. The Housing Blueprint Loan will be disbursed after the construction is complete. Based on the information provided, SCG Development will need a minimum bond amount of \$22,000,000 (50 percent of eligible basis plus land) to fund this project, which will be determined before the closing and upon completion of full underwriting.

SCG Development has used a similar financing structure for the Residences at Government Center. Staff will bring forward an item discussing the short-term bond financing structure for approval at a later date.

### Terms of Housing Blueprint Loans

The subordinate Housing Blueprint Loans, the subordinate loans, will be closed simultaneously with all other permanent funding sources in this project. The interest rate for the Blueprint Loans will be two percent simple interest per annum. The Housing Blueprint Loans will be disbursed at construction completion. Interest will start accruing at the time the first mortgages 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 mortgages. 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 requirement of Housing Blueprint Loans and/or first mortgages. The Housing Blueprint Loans 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 loans, 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. 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 mortgages, whichever is longer.

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ACTION - 4

Endorsement of the Residential Traffic Administration Program (RTAP) Revised Traffic Calming General Operating Procedures

ISSUE:

Board endorsement of the revised Traffic Calming General Operating Procedures.

RECOMMENDATION:

The County Executive recommends that the Board endorse the Residential Traffic Administration Program (RTAP) revised Traffic Calming General Operating Procedures (Attachments I and II).

TIMING:

Board considered revisions to the Traffic Calming Operating Procedures on February 5, 2019. At that time decision was deferred to February 19, 2019. Board action is requested on February 19, 2019.

BACKGROUND:

On January 22, 2002, the Board of Supervisors adopted the Virginia Department of Transportation's (VDOT's) traffic calming program for permanent use in the County's Residential Traffic Administration Program (RTAP), following a successful pilot program. Since then the traffic calming program has been very popular with over 450 traffic calming measures implemented throughout the county.

At the December 11, 2018, Transportation Committee meeting, staff informed the Board that they were reviewing the guidelines and procedures of the existing Traffic Calming Program (Attachment III) to reflect changes made by VDOT to its *Traffic Calming Guide for Neighborhood Streets*. Revisions to the RTAP Traffic Calming General Operating Procedures have been developed, with support from the Board transportation aides and VDOT.

The revisions to the RTAP Traffic Calming General Operating Procedures were presented to the Board of Supervisors on February 5, 2019. The Board recommended that further changes were needed and directed staff to address several concerns and present the changes to the Board Transportation Committee on February 12, 2019 and

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deferred a decision until recommended changes were incorporated into the revisions under consideration.

The traffic calming process is mostly unchanged, but the new procedures do include several modifications. These include modifications made to reflect changes made by VDOT:

- description of Collector and Arterial Road qualification
- requirement of a resolution from the Board of Supervisors to VDOT seeking endorsement of approved traffic calming plans
- an increased threshold to indicate community support
- inclusion of commercial property in the ballot process
- new traffic calming options

Other modifications are being requested by FCDOT and these include:

- shorter and more flexible traffic calming device spacing distances
- new procedure for requesting the modification of an installed traffic calming plan
- new procedure for requesting the removal of installed traffic calming devices
- lowering the minimum qualifying criteria, a road must meet to enter the program
- general edits to clarify process

These operating procedures will apply to all new requests for traffic calming received by FCDOT, as well as existing traffic calming projects for which FCDOT has not held a community task force meeting prior to their adoption on February 19, 2019. Projects for which FCDOT has held a community task force meeting prior to February 19, 2019 will proceed under the previous operating procedures unless the task force chooses to proceed through the Traffic Calming Program using the new operating procedures.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I: Fairfax County Department of Transportation, Residential Traffic Administration Program (RTAP), Traffic Calming General Operating Procedures, (revision 2/19/2019).

Attachment II: Fairfax County Department of Transportation, Residential Traffic Administration Program (RTAP), Traffic Calming General Operating Procedures, (revision 2/19/2019 with track changes)

Attachment III: Board transportation Committee Traffic Calming Presentation, December 11, 2018

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STAFF:

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT  
Neil Freschman, Chief, Traffic Engineering Section, FCDOT  
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT  
David Loss, Transportation Planner, Traffic Engineering Section, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney, Office of County Attorney



# County of Fairfax, Virginia

Attachment I

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

## Fairfax County Department of Transportation Residential Traffic Administration Program (RTAP) Traffic Calming Program General Operating Procedures Adopted February 19, 2019

*Based on VDOT Traffic Calming Guide for Neighborhood Streets, November 2017*

### **Intent:**

The development of a traffic calming plan is a community-initiated process under the leadership of a traffic calming task force and the overall direction of the Fairfax County Department of Transportation (FCDOT). The Traffic Calming Program is administered by FCDOT in collaboration with the local District Supervisor's office, and based on guidelines established by the Virginia Department of Transportation (VDOT).

### **Goal:**

The Traffic Calming Program develops traffic calming plans that enhance public safety, uphold standard traffic engineering principles, reflect community desires, and are financially responsible.

### **Initial Contact:**

When a Board of Supervisors (BOS) member is initially contacted for a traffic calming project in a community, FCDOT will first determine if the street(s) meets the basic eligibility requirements for the Traffic Calming Program. To meet the basic eligibility requirements a street must:

- Be in the state system of highways owned and maintained by VDOT.
- Be classified as a local, collector, or arterial road.
- Function as a residential street.
- Have a speed limit of 25 miles per hour (MPH).

If these requirements are met, the community members may formally request to enter the street(s) into the Traffic Calming Program.

### **Step 1: Study Initiation**

To enter into the Traffic Calming Program, a request shall be made to the District Supervisor either by the Home Owners Association (HOA) or Civic Association (CA) for the neighborhood. If there is no HOA or CA, then a request shall be made by either 10 residences or 10% of residences along the street (whichever is less). For neighborhoods where there is an association, the District Supervisor may also choose

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



to accept a request made by 10 residences or 10% of residences along the street (whichever is less). Once received, the request is forwarded to FCDOT.

The request needs to include the following:

- The name and termini of the street(s) being requested for a review.
- Contact information of community members, typically 4 to 5 residents, who can serve as community task force members. One resident needs to be identified as a lead contact for the task force.

Responsibilities of task force members will include:

- Informing the community of the request for a traffic calming study.
- Providing community expectations to FCDOT prior to the development of the conceptual traffic calming plan.
- Reviewing and approving the conceptual traffic calming plan.
- Securing affected property owners' signatures.
- Building community support for the conceptual traffic calming plan.
- Distributing, by mail or in person, the ballots to the property owners in the defined ballot area.
- Arranging all costs associated with the production, distribution, and return postage of the ballots.

### **Step 2: Traffic Count and Speed Study**

FCDOT conducts an engineering review, a traffic count, and a speed survey of the study area to determine if the street(s) have an existing speeding concern.

- A preliminary field review is made to determine if the geometry of the street(s) can accommodate traffic calming measures. FCDOT considers features including road grade, sight distance, drainage, and location of road access points.
- The street(s) must have a traffic volume between 500 and 6,000 vehicles per day.
- The recorded 85<sup>th</sup> percentile speed of vehicles must be equal to or greater than 35 MPH in at least one direction of travel.

FCDOT provides the results of the study to the District Supervisor. If a street(s) does not qualify, the community may request that FCDOT conduct one additional study within the next two years.

### **Step 3: Conceptual Plan Development and Task Force Meeting**

After the street(s) qualify, FCDOT develops a conceptual traffic calming plan, taking into account device spacing and sight distance requirements, roadway geometry, existing traffic control devices, and existing utility locations. Based on its conceptual

plan, FCDOT will identify the ballot area for the project. The ballot area comprises residences and businesses on the street identified for traffic calming and residences and businesses on other streets whose sole or primary access is the street identified for traffic calming, and who would be considerably inconvenienced if they chose an alternate route.

Program criteria require a minimum distance of 400 feet between proposed or existing vertical traffic calming devices or stop conditions. The minimum spacing for horizontal traffic calming devices is 200 feet between other traffic calming measures. In addition, FCDOT requires a minimum of 150 feet of sight distance to a device to ensure that drivers will have adequate time to take precautionary measures.

FCDOT may consider locating a horizontal traffic calming device at or near the location of another measure when it believes doing so would provide a significant enhancement to the effectiveness of the measure.

FCDOT may allow one measure to be placed on a single block or in an area of high pedestrian activity (e.g. a school or park entrance) that is not long enough to meet the minimum spacing requirements. This will be determined on a case-by-case basis.

After the draft plan is developed, FCDOT meets with the task force and District Supervisor's staff, to review the conceptual plan and available options, solicit feedback, and seek concurrence of the plan from the task force members. Adjustments to the conceptual plan may be made at this time.

Once the conceptual plan is finalized, FCDOT identifies directly affected properties and provides Affected Property Forms to the task force. FCDOT considers a property to be directly affected if a physical device is proposed to be placed in the roadway such that it is directly adjacent to the property's boundaries. Task force members are responsible for obtaining concurrence signatures from the directly affected property owners. If necessary, further adjustments to the conceptual plan may be made by FCDOT. If adjustments are made, consultation with the task force members and District Supervisor is required.

In addition to obtaining concurrence on the Affected Property Forms, FCDOT recommends that the task force begins building community support for the traffic calming plan during this step. Early community engagement is critical to developing a plan that will be both effective and garner widespread support in the neighborhood.

#### **Step 4: Community Meeting**

Once the task force has obtained the signatures from all directly affected residences and has determined that significant community support has been developed, then the task force, FCDOT, and the District Supervisor's office determine a suitable date and location for a community-wide informational meeting. The task force must advertise

the meeting to the entirety of the ballot area at least two weeks in advance, and must coordinate with FCDOT to ensure that an acceptable advertising method was used. Examples include US mail, community newsletters or listservs, flyers, or road-side signage.

The task force and FCDOT present the proposed traffic calming plan at the informational meeting, explain the ballot process, and solicit feedback from the community. Based on this feedback, the task force determines whether to amend the conceptual plan or proceed to a community vote. If the task force chooses to amend the plan, then another community-wide informational meeting must be held before proceeding to the vote.

#### **Step 5: Community Vote**

After the community information meeting, representatives of the task force, in collaboration with the District Supervisor's office, conduct a vote to approve or disapprove the proposed traffic calming plan. The following rules will govern the approval of any traffic calming plan:

- Voting shall be conducted by ballot, with only one vote per occupied residence or business allowed.
- Wording on the ballot must be approved by FCDOT. A sample ballot template will be provided by FCDOT.
- Accompanying the ballot shall be voting procedures, a copy of the plan, and a letter providing information about the types and locations of all traffic calming devices being proposed.
- Ballots must be received (or postmarked) by a date - as pre-determined by the task force - to the appropriate District Supervisor's office. **Ballots must be submitted by the person being balloted. Task force members or any person helping with the distribution of ballots may not collect and return ballots.**
- A person who is a renter of a particular residence may vote in lieu of the owner of a particular residence, if such owner currently does not reside at the address, and approved by the HOA/CA and District Supervisor's office.
- Properties that are vacant, bank-owned properties, and properties in foreclosure may be considered as unoccupied and will not be included in the ballot process.
- The proposed traffic calming plan shall be approved as one integrated plan, i.e., a "YES" vote indicates approval for all measures in the proposed traffic calming plan; a "NO" vote indicates disapproval for all measures in the proposed traffic calming plan.
- Ballots received after the official postmark or 'received by' dates are to be unopened and not counted.
- Blank ballots or ballots marked with more than one vote are to be considered a "NO" vote.

- More than 50% of the occupied residences or businesses in the ballot area must support the traffic calming plan for the plan to be implemented.
- All costs for ballot production, distribution, and return postage are the responsibility of the task force.

If the ballot measure is successful, FCDOT will take the proposal to the BOS for its endorsement. In the event of a failed ballot measure, a community must wait 2 years from the date the voting period closed before requesting entry back into the Traffic Calming Program.

**Step 6: Fairfax County Board of Supervisors Endorsement**

If the proposed traffic calming plan is approved by the community, BOS action is required to endorse the plan. Upon BOS endorsement, the BOS resolution and traffic calming plan are then conveyed to VDOT. After VDOT reviews and confirms the plan, FCDOT will schedule installation of the devices.

**Modification of Existing Measure(s)**

Modification of an existing traffic calming plan includes the addition of new measures, relocation of existing measures, and/or changing the type of devices installed on the roadway.

A community must wait a minimum of 2 years after the installation of traffic calming measures before requesting its modification. After 2 years but prior to 5 years, a request by the HOA/CA or a petition signed by greater than 50 percent of residences along the candidate road will be required to start the process for modification of existing traffic calming measures. After 5 years have elapsed, the community can make such a request using the same criteria as is used to initiate a new traffic calming project.

Requirements for entry into the program and the traffic calming process remain the same.

**Removal of Existing Measure(s)**

Removal of existing traffic measures entails the elimination of one or more installed devices without replacing them with a different type of measure or moving them to a new location on the same roadway.

A community must wait a minimum of 2 years after the installation of traffic calming measures before requesting its removal. After 2 years but prior to 10 years, a request by the HOA/CA or a petition signed by greater than 50 percent of residences along the candidate road will be required to start the process for removal of existing traffic calming measures. After 10 years have elapsed, the community can make such a request using the same criteria as is used to initiate a new traffic calming project.

The traffic calming process will remain the same, with the exception that a community seeking to remove installed traffic calming devices does not need the road to meet the speed and volume qualification criteria. (FCDOT will still collect this data, however.) The community must identify which specific traffic calming devices it wishes to have removed. The proposal will be presented at a community information meeting, and then the task force will conduct a vote to approve or disapprove the plan to remove the traffic calming devices. If the ballot measure is successful, then FCDOT will take the proposal to the BOS for its endorsement.

**Appendix A: List of Traffic Calming Devices**

FCDOT categorizes its traffic calming devices as either vertical or horizontal measures. Below are measures that are part of the Traffic Calming Program.

Vertical traffic calming devices:

- Raised crosswalk
- Speed cushion
- Speed hump
- Speed table

Horizontal traffic calming devices:

- Bulb-out
- Chicane
- Choker
- Crosswalk refuge
- Pavement markings (to narrow travel lane)
- Raised median



# County of Fairfax, Virginia

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

## Fairfax County Department of Transportation Residential Traffic Administration Program (RTAP) Traffic Calming Program General Operating Procedures Adopted February 19, 2019

Based on VDOT Traffic Calming Guide for Neighborhood Streets, November 2017

### Intent:

The development of a traffic calming plan is a community-initiated process under the leadership of a traffic calming task force and the overall direction of the Fairfax County Department of Transportation (FCDOT). The Traffic Calming Program is administered by FCDOT in collaboration with the local District Supervisor's office, and based on guidelines established by the Virginia Department of Transportation (VDOT).

### Goal:

~~The development of a particular Traffic Calming Program develops traffic calming plan is to reflect community desires plans that are supported within traditional enhance public safety, uphold standard traffic engineering principles, public safety, reflect community desires, and financial affordability are financially responsible.~~

### Initial Contact:

When ~~the~~ Board of Supervisors (BOS) member is initially contacted for a traffic calming project in a community, ~~a review of the basic requirements as they apply to the street(s) is done to~~ FCDOT will first determine if the street(s) meets the basic eligibility requirements for ~~an engineering review for acceptance into the traffic calming program. FCDOT will conduct~~ Traffic Calming Program. To meet the basic eligibility review requirements a street must:

~~The basic eligibility requirements are:~~

- ~~o 1. Street must be~~ Be in the state system of highways owned and maintained by VDOT.
- ~~Be~~ classified as a Local or Collector Road.
- ~~o 2. If the street is classified as a local, collector, then the street must be residential in nature (with at least 12 dwellings per 1000 feet of roadway). or arterial road.~~
- ~~o 3. Street must have~~ Function as a residential street.
- ~~o Have a 25 mph speed limit of 25 miles per hour (MPH).~~

Fairfax County Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895  
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www.fairfaxcounty.gov/fcdot



If these requirements are met, the community members may formally request to enter the street(s) into the Traffic Calming Program.

### **Step 1: Study Initiation**

The To enter into the Traffic Calming Program, a request for the initiation of an engineering review and traffic calming study is made shall be made to the District Supervisor either by the Home Owners Association (HOA) or Civic Association (CA) of the community to the District Supervisor for the neighborhood. If there is no HOA or CA, a letter containing signatures from residents of then a request shall be made by either 10 households residences or 10% of residences along the street that (whichever is less). For neighborhoods where there is being requested for a review an association, the District Supervisor may be accepted. also choose to accept a request made by 10 residences or 10% of residences along the street (whichever is less). Once received, the request is forwarded to FCDOT for study.

The request needs to include the following:

- 1.—The name and termini of the street(s) being requested for a review.
- 2.—Contact information of community members, typically 4 to 5 residents, who can serve as community task force members. One resident needs to be identified as a lead contact for the task force.

Responsibilities of task force members will include:

- Informing the community of the request for a traffic calming study.
- Providing community expectations to FCDOT prior to the development of the conceptual traffic calming plan.
- Reviewing and approving the conceptual traffic calming plan.
- Securing affected property owners' signatures.
- Building community support for the conceptual traffic calming plan.
- Distributing, by mail or in person, the ballots to the property owners in the defined ballot area.
- Arranging all costs associated with the production, distribution, and return postage of the ballots.

### **Step 2: Traffic Count and Speed Study**

FCDOT conducts an engineering review and, a traffic count, and a speed survey of the road study area to determine if the street(s) qualify for the development of a conceptual traffic calming plan. have an existing speeding concern.

- A preliminary field review is made to determine if the geometry of the road street(s) can accommodate traffic calming measures, e.g., FCDOT

considers features including road grade, sight distances, drainage, and location of road access points.

- ~~Street~~The street(s) must have a traffic volume between ~~6500~~ and 6,000 vehicles per day.
- The recorded 85<sup>th</sup> percentile speed of vehicles must be equal to or greater than 35 mph ~~or the recorded average speed must be equal to or greater than 30 mph.~~ (Street(s) can qualify for the traffic calming program in one or both directions). MPH in at least one direction of travel.

○ FCDOT provides the results of the study to the District Supervisor. If a street(s) does not qualify, the community may request that FCDOT conduct one additional study within the next two years.

### **Step 3: Conceptual Plan Development and Task Force Meeting**

○ ~~If~~After the street(s) qualify, FCDOT ~~in coordination with the District Supervisor's staff, conduct an engineering review of the street(s) and develop a proposed~~develops a conceptual traffic calming plan ~~notating the available options based on the traffic calming, taking into account~~ device spacing, and sight distance requirements, roadway geometries, existing traffic control devices, and existing utility locations. Based on its conceptual plan, FCDOT will identify the ballot area for the project. The ballot area comprises residences and businesses on the street identified for traffic calming and residences and businesses on other streets whose sole or primary access is the street identified for traffic calming, and who would be considerably inconvenienced if they chose an alternate route.

Program criteria requires that require a minimum distance of 5400 feet between proposed or existing vertical traffic calming devices, ~~existing or stop conditions.~~ The minimum spacing for horizontal traffic calming devices and stop conditions is 200 feet between other traffic calming measures. In addition, FCDOT requires a minimum of 150 feet of sight distance to a device to ensure that drivers will have adequate time to take precautionary measures.

FCDOT may consider locating a horizontal traffic calming device at or near the location of another measure when it believes doing so would provide a significant enhancement to the effectiveness of the measure.

FCDOT may allow one measure to be placed on a single block or in an area of high pedestrian activity (e.g. a school or park entrance) that is not long enough to meet the minimum spacing requirements. This will be determined on a case-by-case basis.

○ After the draft plan is developed, FCDOT meets with the task force ~~members~~ and District Supervisor's staff, ~~presents the identified ballot areas, reviewsto review~~ the conceptual plan and available options, ~~solicits comments~~solicit feedback, and seeks concurrence of the plan from the task force members. Adjustments to the conceptual plan may be made at this time. ~~Affected property owners are identified by FCDOT.~~



Once the conceptual plan is finalized, FCDOT identifies directly affected properties and provides Affected Property Forms to the task force. FCDOT considers a property to be directly affected if a physical device is proposed to be placed in the roadway such that it is directly adjacent to the property's boundaries. Task force members ~~obtain~~ are responsible for obtaining concurrence signatures from the ~~affected property owners~~ and build community consensus for the plan. Templates will be provided by FCDOT to the task force to obtain the signatures from the ~~directly~~ affected property owners. ~~Adjustments~~ If necessary, further adjustments to the conceptual plan may be made ~~at this time~~ by FCDOT. If adjustments are made, consultation with the task force members and District Supervisor is required.

In addition to obtaining concurrence on the Affected Property Forms, FCDOT recommends that the task force begins building community support for the traffic calming plan during this step. Early community engagement is critical to developing a plan that will be both effective and garner widespread support in the neighborhood.

#### **Step 4: Community Meeting**

Once the task force ~~obtains~~ has obtained the signatures from ~~the~~ all directly affected residents ~~ces~~ and ~~the task force determines~~ has determined that significant community support has been ~~achieved~~ developed, then the task force ~~members notify the~~ FCDOT, and the District Supervisor's office determine a suitable date and location for a community ~~at-large~~ of the ~~wide~~ informational meeting. The task force must advertise the meeting to the entirety of the ballot area at least two weeks in advance, and must coordinate with FCDOT to ensure that an acceptable advertising method was used. Examples include US mail, community newsletters or listservs, flyers, or road-side signage.

Community ~~The~~ task force ~~members~~ and FCDOT present the proposed traffic calming plan at the informational meeting ~~and~~, explain the ballot process. ~~The community at-large includes the notification area as identified by FCDOT, and solicit feedback from the community. Based on this feedback, the task force determines whether to amend the conceptual plan or proceed to a community vote. If the task force chooses to amend the plan, then another community-wide informational meeting must be held before proceeding to the vote.~~

#### **Step 5: Community Vote**

HOA/GA ~~After the community information meeting,~~ representatives of the task force, in collaboration with the District Supervisor's office, conduct a vote to approve ~~/ or~~ disapprove the proposed traffic calming plan. The following rules will govern the approval of any traffic calming plan:

- ~~○ Only residences in the ballot area are entitled to vote on the plan.~~
- ~~○ Ballot area is defined by FCDOT as those residents who must use the street(s) to access their residences or who would be inconvenienced greatly~~

~~if they chose not to incur a traffic calming measure to access their residences.~~

- Voting shall be conducted by ballot, with only one vote per occupied residence or business allowed.
- Wording on the ballot must be approved by FCDOT. A sample ballot template will be provided by FCDOT.
- Accompanying the ballot shall be voting procedures, a copy of the ~~tax map based~~ plan, and a letter providing information about the types and locations of all traffic-calming devices being proposed.
- Ballots must be received (or postmarked) by a date, as pre-determined by the task force, to the appropriate District Supervisor's office. **Ballots must be submitted by the person being balloted. Task force members or any person(s) helping with the distribution of ballots cannot may not collect and return ballots.**
- A person who is a renter of a particular residence may vote in lieu of the owner of a particular residence, if such owner currently does not reside at the address, and approved by the HOA/CA ~~or~~and District Supervisor's office.
- Properties that are vacant, bank-owned properties, and properties in foreclosure may be considered as ~~vacant~~unoccupied and will not be included in the balloting process.

- The proposed traffic calming plan shall be approved as a whole one integrated plan, i.e.g., a “YES” vote indicates approval for all measures in the proposed traffic calming plan; a “NO” vote indicates disapproval for a least one or more of the proposed all measures in the proposed traffic calming plan.
- ~~○ A minimum of 50% of residences in the ballot area shall cast and return a ballot for the vote to be considered valid (or some higher minimum if required by the local supervisor).~~
- ~~○ Out of the total ballots cast, a 60% minimum approval rate is required for the traffic calming plan to be implemented (or some higher minimum if required by the local supervisor).~~
- Ballots received after the official postmark or ‘received by’ dates are to be unopened and not counted.
- ~~○ Ballots that do not clearly indicate approval or disapproval for the whole integrated traffic calming plan, e.g., ballots modified and indicating a partial approval of specific elements in the plan are to be considered as a “cast ballot only”.~~
- Blank ballots or ballots marked with more than one vote are to be considered as a “cast ballot only” NO vote.
- “Cast ballot only” ballots are counted as part of the total eligible More than 50% of the occupied residences or businesses in the ballot area from which must support the minimum return and approval rate is required traffic calming plan for the plan to be determined implemented.
- All costs for ballot production, distribution, and returned postage are the responsibility of the task force.

~~○ If the ballot measure is successful, FCDOT will take the proposal to the BOS for its endorsement. In the event of a failed ballot measure, a community must wait 2 years from the date the voting period closed before requesting entry back into the Traffic Calming Program.~~

**Step 6: Fairfax County Board of Supervisors Endorsement**

If the proposed traffic calming plan is approved by the community, BOS action is required to endorse the plan. Upon BOS endorsement, the BOS resolution and traffic calming plan are then conveyed to VDOT. After VDOT reviews and confirms the plan, FCDOT schedules will schedule installation of the devices.

~~Responsibilities of task force members will include:~~

- ~~○ Informing the community of the request for a traffic calming study. This can be accomplished through a community informational meeting attended by FCDOT staff.~~
- ~~○ Providing community expectations prior to the development of the conceptual traffic calming plan.~~
- ~~○ Reviewing and approving the conceptual traffic calming plan.~~

- ~~○ Securing affected property owners' signatures.~~
- ~~○ Building community support for the conceptual traffic calming plan.~~

**Presenting *Modification of Existing Measures***

Modification of an existing traffic calming plan includes the addition of new measures, relocation of existing measures, and/or changing the type of devices installed on the roadway.

A community must wait a minimum of 2 years after the installation of traffic calming measures before requesting its modification. After 2 years but prior to 5 years, a request by the HOA/CA or a petition signed by greater than 50 percent of residences along the candidate road will be required to start the process for modification of existing traffic calming measures. After 5 years have elapsed, the community can make such a request using the same criteria as is used to initiate a new traffic calming project.

Requirements for entry into the program and the traffic calming plan process remain the same.

***Removal of Existing Measures***

Removal of existing traffic measures entails the elimination of one or more installed devices without replacing them with a different type of measure or moving them to a new location on the same roadway.

A community must wait a minimum of 2 years after the installation of traffic calming measures before requesting its removal. After 2 years but prior to 10 years, a request by the HOA/CA or a petition signed by greater than 50 percent of residences along the candidate road will be required to start the process for removal of existing traffic calming measures. After 10 years have elapsed, the community can make such a request using the same criteria as is used to initiate a new traffic calming project.

The traffic calming process will remain the same, with the exception that a community seeking to remove installed traffic calming devices does not need the road to meet the speed and volume qualification criteria. (FCDOT will still collect this data, however.)

○ The community must identify which specific traffic calming devices it wishes to have removed. The proposal will be presented at the community information meeting, and then the task force will conduct a vote to approve or disapprove the plan to remove the traffic calming devices. If the ballot measure is successful, then FCDOT will take the proposal to the BOS for its endorsement.

- ~~○ Distributing, by mail or in person, the ballots to the property owners in the defined ballot area.~~
- ~~○ Arranging all costs associated with the production, distribution, and return postage of the ballots.~~

**Appendix A: List of Traffic Calming Devices**

FCDOT categorizes its traffic calming devices as either vertical or horizontal measures. Below are measures that are part of the Traffic Calming Program.

Vertical traffic calming devices:

- o Raised crosswalk
- o Speed cushion
- o Speed hump
- o Speed table

Horizontal traffic calming devices:

- o Bulb-out
- o Chicane
- o Choker
- o Crosswalk refuge
- o Pavement markings (to narrow travel lane)
- o Raised median



# Changes to the Residential Traffic Administration Program (RTAP)

Board Transportation Committee

December 11, 2018

Steve Knudsen, Transportation Planner III  
Department of Transportation

## **Changes to the Residential Traffic Administration Program**

- Revisions to the Traffic Calming Program.
- Edits to the other RTAP program documents.

**We are seeking concurrence from the Committee to advance the proposed changes to the Traffic Calming Program.**

## Revisions to the Traffic Calming Program

- In November 2017, VDOT published a guide for its restructured Traffic Calming Program, entitled *Traffic Calming Guide for Neighborhood Streets*. It was further amended in September 2018.
- FC DOT subsequently rewrote the guidelines for Fairfax County's Traffic Calming Program. This presentation covers only the critical changes to the program.

# Critical Changes to the Traffic Calming Program

- Community support requirements
- Traffic calming device types
- Eligible Roads
- Qualification criteria
- Device spacing requirements

## Critical Changes to the Traffic Calming Program

- Community support requirements
- Traffic calming device types
- Eligible Roads
- Qualification criteria
- Device spacing requirements

Changes required to be in compliance with the new VDOT guidelines.

## Critical Changes to the Traffic Calming Program

- Community support requirements
- Traffic calming device types
- Eligible Roads
- Qualification criteria
- Device spacing requirements

Changes that provide greater flexibility in the Traffic Calming Program.

## **Changes to Traffic Calming Program: Community Support**

- Current voting requirement:
  - For a proposal to pass, 50 percent of residences in the ballot area must return a ballot, and 60 percent of the returned ballots must be in favor.
- Proposed voting requirements:
  - Businesses must now receive a ballot as well.
  - For a proposal to pass, greater than 50 percent of all residences and businesses in the ballot area must vote in favor.

**Effect: a higher degree of community support is necessary for a proposed plan to be implemented.**

## Changes to Traffic Calming Program: Device Types

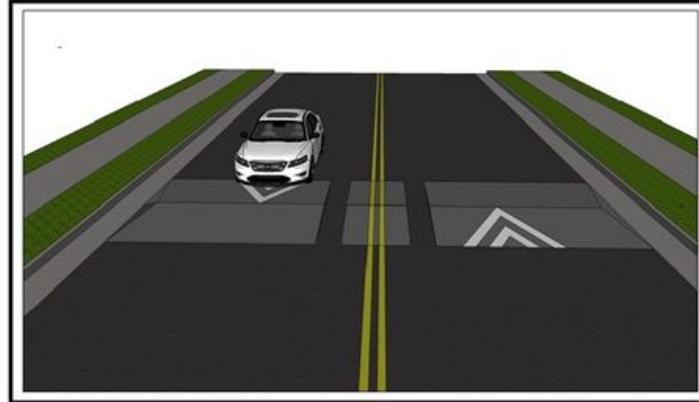
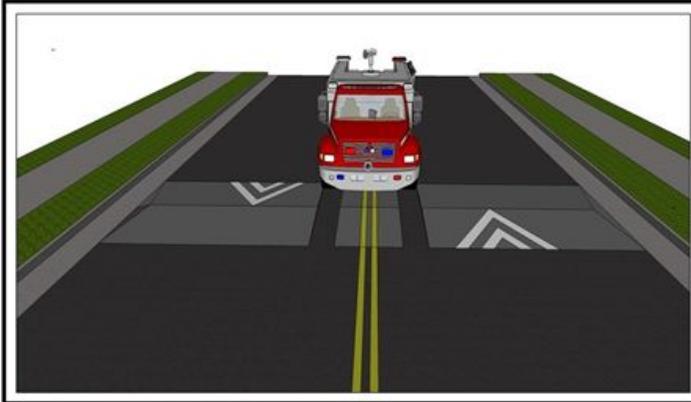
- Roundabouts removed from the Traffic Calming Program.
  - No longer allowed by VDOT through traffic calming.
- Speed cushions and curb bulb-outs added to the program.
  - Devices newly included in VDOT guidelines.

### Effect:

- Speed cushions can be applied on critical emergency service response routes.
- Bulb-outs can provide traffic calming and pedestrian benefits at intersections.
- Roundabouts are no longer available, but have very rarely been implemented through the Traffic Calming Program.



Fairfax County Department of Transportation  
Residential Traffic Administration Program (RTAP)  
SPEED CUSHION / SPEED LUMP



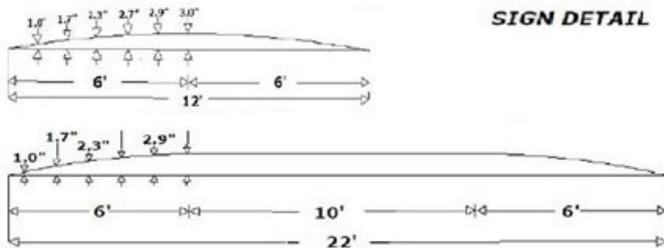
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**SPEED  
HUMP**

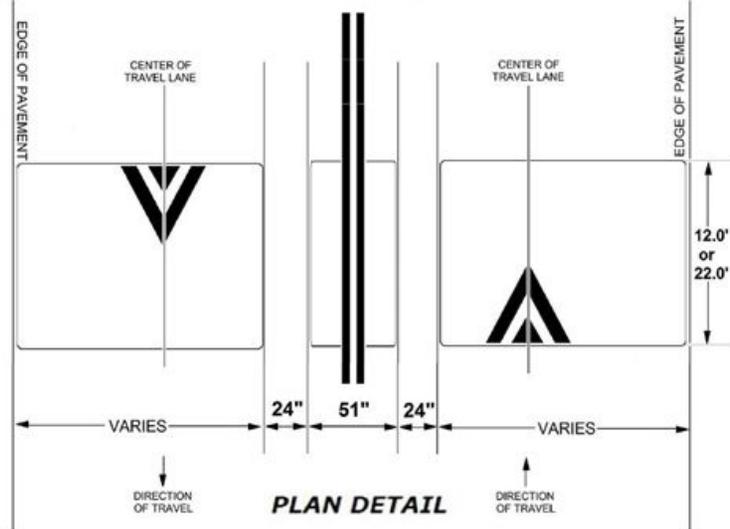
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**15  
MPH**

**SIGN DETAIL**



**CROSS SECTION DETAIL**



**PLAN DETAIL**



10

## Changes to Traffic Calming Program: Eligible Roads

- Current eligible road types:
  - Local and collector roads; minor arterials in special circumstances.
  - Direct frontage requirements for collectors and minor arterials.
- Proposed eligible road types:
  - Local, collector, or arterial roads.
  - Collector and arterial roads must function as a residential street, but no more direct frontage requirement.

**Effect: more roads will be eligible to be considered for the program.**





## Changes to Traffic Calming Program: Qualifying Criteria

- Current qualifying criteria:
  - 600-6,000 vehicles in 24 hours.
  - Mean speed  $\geq$  30 mph OR 85<sup>th</sup> percentile speed  $\geq$  35 mph.
- Proposed qualifying criteria:
  - **500**-6,000 vehicles in 24 hours.
  - 85<sup>th</sup> percentile speed  $\geq$  35 mph. Mean speed no longer considered.
- *Lower volume threshold.*

**Effect: some less-traveled roads may be able to qualify.**

## Changes to Traffic Calming Program: Device Spacing

- Current spacing requirements:
  - Minimum of **500** feet between devices or to stop conditions.
- Proposed spacing requirements:
  - Minimum of **400** feet between devices or to stop conditions for “vertical” measures (e.g. a speed hump)
  - Minimum of **200** feet between devices for “horizontal” measures (e.g. a raised median)
  - FCDOT can consider shorter spacing or the combination of measures in special circumstances on a case-by-case basis.

**Effect: more flexibility when designing traffic calming plans.**

## Changes to Traffic Calming Program: Removal or Revision of an Installed Project

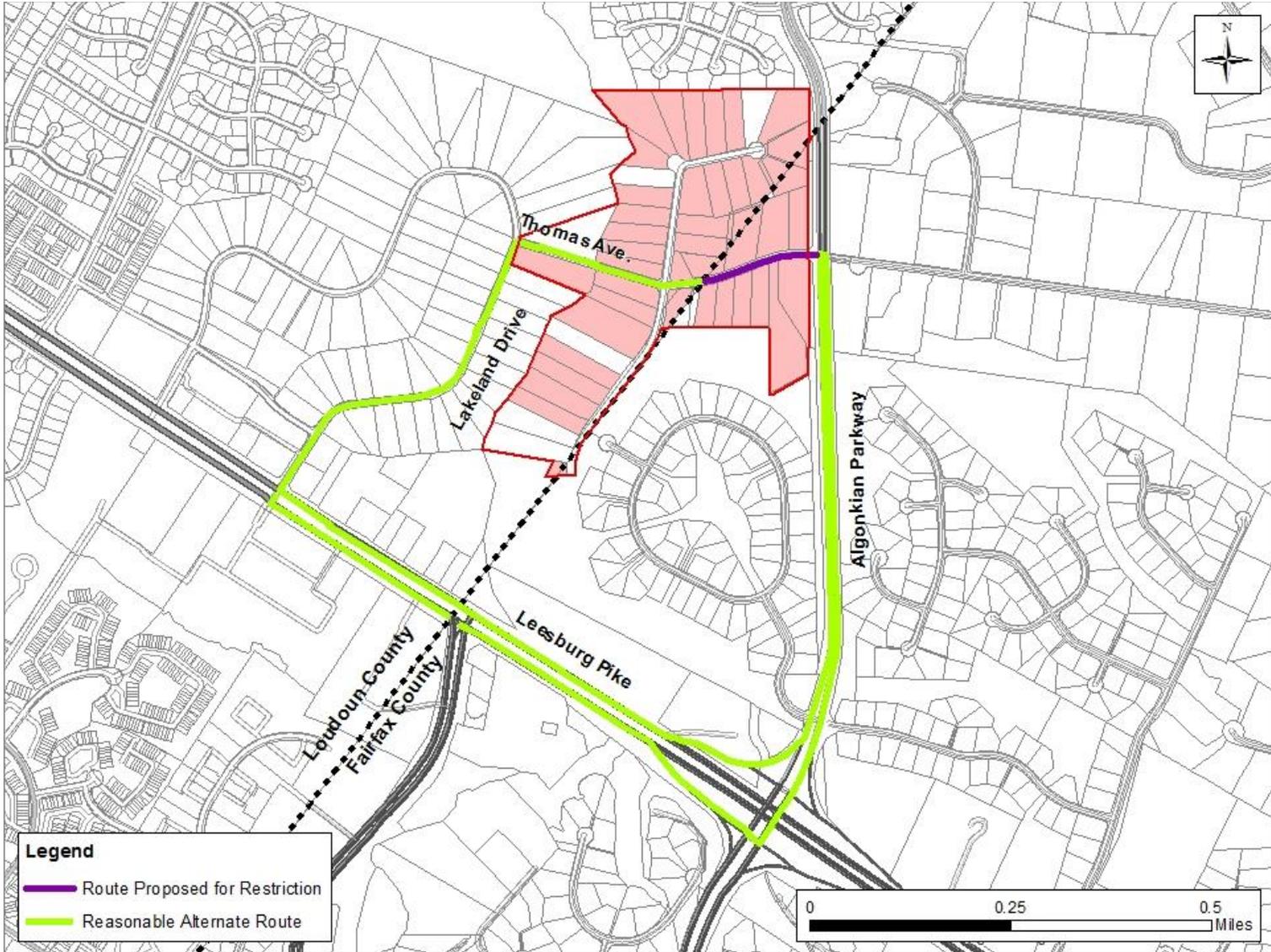
- Two-year wait after the date of installation.
- Request from the community to remove or revise.
  - Same requirements as for project initiation.
- FCDOT conducts a traffic study.
- FCDOT conducts outreach with the community task force to determine requested changes.
- Community meeting held to present new plan and get feedback.
- To implement new plan, greater than 50 percent of all residences and businesses in the ballot area must vote in favor.
- Board of Supervisors endorsement.

**Effect: formalize the process for project removal or revision.**

## Changes to Cut-Through Mitigation Program: Eligibility

- Define eligible roads to be streets that “provide direct access to a residential area and are intended only to provide mobility within that area.”
- Require a reasonable alternate route as a qualifying criterion.
- FCDOT will now determine a street’s eligibility before requiring citizens to gather signatures for a petition.

**Effect: clearer qualification process will prevent unnecessary work for both citizens and FCDOT.**



## Changes to Cut-Through Mitigation Program: Community Support

- Cut-Through Mitigation Program
  - Businesses must now receive a ballot as well.
  - For a proposal to pass, greater than 50 percent of all residences and businesses in the ballot area must vote in favor. Changed to be consistent with the Traffic Calming Program.

**Effect: a higher degree of community support is necessary for a proposed plan to be implemented.**

## Changes to Other RTAP Programs

- Clarified language for Watch for Children, \$200 Additional Fine, and Through-Truck Restriction Programs.

No changes to the operation of these programs.

## Next Steps

- Approval of the new Traffic Calming guidelines by the Board.
- New guidelines phased in for traffic calming projects already underway and immediately applicable for all new traffic calming projects.

**Thank You!**

**Questions?**

Board Agenda Item  
February 19, 2019

CONSIDERATION - 1

Amendments to the Fairfax Falls Church Community Services Board Bylaws

ISSUE:

Approval of Bylaws for the Fairfax Falls Church Community Services Board with proposed amendment.

TIMING:

Board consideration is requested on February 19, 2019, so that the Bylaws can become effective, as amended.

BACKGROUND:

The Fairfax Falls Church Community Services Board (CSB) approved the attached Bylaws with the proposed amendment at its meeting on January 23, 2019. The proposed change to Article VII (4) "Associate Members for Standing Committees and Ad Hoc Committees," revises the requirements for appointment of Associate Committee Members to allow nominations and confirmations by the CSB Board members at any time during the year instead of limiting nominations to the month of June and confirmations to the months of July and January. This change is not contrary to law or county policy.

FISCAL IMPACT: None

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax Falls Church Community Services Board Bylaws -~~strikethrough~~  
Attachment 2: Fairfax Falls Church Community Services Board Bylaws

STAFF:

Tisha Deeghan, Deputy County Executive  
Daryl Washington, CSB Executive Director  
Cynthia L. Tianti, Deputy County Attorney

**Bylaws  
of the  
Fairfax-Falls Church Community Services Board**

**Preamble**

Subject to the provisions of:

- (1) Chapter 5 (Community Services Boards) of Title 37.2 (Behavioral Health and Developmental Services) of the Code of Virginia, as amended, and Chapter 53 (Early Intervention Service System) of Title 2.2 (Administration of Government) as amended, and,
- (2) Joint Resolution adopted by the Board of Supervisors of Fairfax County on April 23, 1969, and by the Councils of the Cities of Fairfax and Falls Church on May 28, 1969, as amended, and,
- (3) Other applicable laws and regulations.

The following bylaws apply to, and govern the administration of, the Fairfax-Falls Church Community Services Board.

**Article I: Name**

As provided by action of the Board of Supervisors of Fairfax County and the Councils of the Cities of Fairfax and Falls Church on August 1, 1978, the name of this board is the FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD, hereinafter referred to as the "BOARD".

**Article II: Purpose**

- (1) Mental Health, Developmental Disabilities and Substance Use Disorders Services – In conformity with the provisions of Section 37.2-500 of the Code of Virginia, this board is established as an administrative policy board whose general purpose shall be to ensure and oversee the establishment and operation of local mental health, developmental disabilities, and substance use disorders programs.

The core of services provided shall include emergency services and, subject to the availability of funds appropriated for them, case management services. The core of services may include a comprehensive system of inpatient, outpatient, day support, residential, prevention, early intervention, and other appropriate mental health, developmental disabilities, and substance use disorder services necessary to provide individualized services and supports to persons with mental illnesses, developmental disabilities, or substance use disorders.

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- (2) Early Intervention Services – In conformity with the provisions of §2.2-5304.1 of the Code of Virginia, as the local lead agency for Early Intervention Services, this board shall establish and administer a local system of early intervention services in compliance with Part C of the Individuals with Disabilities Education Act (20 U.S.C. § 1431 et seq.) and all relevant state policies and procedures.

The core of programs to be provided shall include (§2.2-5300) services provided through Part C of the Individuals with Disabilities Education Act (20 U.S.C. § 1431 et seq.), as amended, designed to meet the developmental needs of each child and the needs of the family related to enhancing the child's development and provided to children from birth to age three who have a 25 percent developmental delay in one or more areas of development, atypical development, or a diagnosed physical or mental condition that has a high probability of resulting in a developmental delay.

**Article III: Powers and Duties**

- Mental Health, Developmental Disabilities and Substance Use Disorders Services – In order to implement the purpose, set forth in Article II hereof, and pursuant to the requirements of Section 37.2-504 and in accordance with the actions taken by the Board of Supervisors of Fairfax County and the Councils of the cities of Fairfax and Falls Church to establish the board as an Administrative Policy Type board, of the Code of Virginia, the board shall:
  - a. Review and evaluate all existing and proposed public community mental health, developmental disabilities and substance use disorder services and facilities available to serve the community and such private services and facilities as receive funds through it and advise the local governing body or bodies of the political subdivision or subdivisions that established it as to its findings.
  - b. Pursuant to Section 37.2-508, submit to the governing body of each political subdivision that established it, an annual performance contract for community mental health, developmental disabilities and substance use disorders services for its approval prior to submission of the contract to the Department.
  - c. Within amounts appropriated therefore, provide such services as may be authorized under such performance contract.
  - d. In accordance with its approved performance contract, enter into contracts with other providers for the rendition or operation of services or facilities.
  - e. Make policies concerning the rendition or operation of services and facilities under its direction or supervision, subject to applicable standards, policies or regulations promulgated by the State Board.
  - f. Participate with local government in the appointment and annual performance evaluation of an executive director of community mental health, developmental disabilities and substance use disorders services, according to minimum

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qualifications established by the Department, and prescribe his duties. The compensation of the executive director shall be fixed by local government in consultation with the board within the amounts made available by appropriation therefore.

- g. Prescribe a reasonable schedule for fees for services provided by personnel or facilities under the jurisdiction or supervision of the board and establish procedures for the collection of the same. All fees collected shall be included in the performance contract submitted to the local governing body or bodies pursuant to subdivision 2 of this subsection and Section 37.2-508 and shall be used only for community mental health, developmental disabilities and substance use disorders purposes. Every administrative policy board shall institute a reimbursement system to maximize the collection of fees from persons receiving services under their jurisdiction or supervision consistent with the provisions of Section 37.2-511 and from responsible third-party payors. Administrative policy boards shall not attempt to bill or collect fees for time spent participating in involuntary commitment hearings pursuant to Section 37.2814.
- h. Accept or refuse gifts, donations, bequests or grants of money or property from any source and utilize the same as authorized by the governing body or bodies of the political subdivision or subdivisions that established it.
- i. Seek and accept funds through federal grants. In accepting such grants, the administrative policy community services boards shall not bind the governing body or bodies of the political subdivision or subdivisions that established it to any expenditures or conditions of acceptance without the prior approval of such governing body or bodies.
- j. Have authority, notwithstanding any provision of law to the contrary, to disburse funds appropriated to it in accordance with such regulations as may be established by the governing body or bodies of the political subdivision or subdivisions that established it.
- k. Develop joint annual written agreements, consistent with policies and procedures established by the State Board, with local school divisions; health departments; boards of social services; housing agencies, where they exist; courts; sheriffs; area agencies on aging; and regional Department for Aging and Rehabilitative Services offices. The agreements shall specify what services will be provided to consumers. All participating agencies shall develop and implement the agreements and shall review the agreements annually.
- l. Develop and submit to the local governing body of each political subdivision that established it and to the Department the necessary information for the preparation of the Comprehensive State Plan for mental health, developmental disabilities and substance use disorders services pursuant to Section 37.2-315.
- m. Take all necessary and appropriate actions to maximize the involvement and participation of consumers and family members of consumers in policy

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formulation and services planning, delivery, and evaluation.

- n. Institute, singly or in combination with other operating community services boards, administrative policy boards, local government departments with policy-advisory boards, or behavioral health authorities, a dispute resolution mechanism that is approved by the Department and enables consumers and family members of consumers to resolve concerns, issues, or disagreements about services without adversely affecting their access to or receipt of appropriate types and amounts of current or future services from the administrative policy board.
  - o. Notwithstanding the provisions of Section 37.2-400 or any regulations promulgated thereunder, release data and information about individual consumers to the Department so long as the Department implements procedures to protect the confidentiality of such information.
  - p. Carry out other duties and responsibilities as assigned by the governing body of each political subdivision that established it.
- Early Intervention Services – In order to implement the purpose, set forth in Article II hereof, and pursuant to the requirements of Section 2.2-5304.1, the board shall:
    - a. Establish and administer a local system of early intervention services in compliance with Part C of the Individuals with Disabilities Education Act (20 U.S.C. § 1431 et seq.) and all relevant state policies and procedures;
    - b. Implement consistent and uniform policies and procedures for public and private providers to determine parental liability and to charge fees for early intervention services pursuant to regulations, policies, and procedures adopted by the state lead agency in § 2.2-5304; and
    - c. Manage relevant state and federal early intervention funds allocated from the state lead agency for the local early intervention system, including contracting or otherwise arranging for services with local early intervention services providers.

**Article IV: Members and Terms of Office**

Section 1.

In accordance with Section 37.2-502 of the Code of Virginia as implemented by the Board of Supervisors of Fairfax County and the Councils of the cities of Fairfax and Falls Church, the board shall consist of sixteen members, thirteen of whom shall be appointed by the Board of Supervisors of Fairfax County, one of whom shall be designated by the Office of the Sheriff of Fairfax County; and one of whom shall be appointed by the Council of the City of Fairfax and one by the Council of the City of Falls Church. In accordance with Section 37.2-501 of the Code of Virginia one-third of the appointments shall be identified consumers or former consumers, or family members of consumers or family members of former consumers, at least one of whom shall be a consumer receiving services. The term of appointment is three years and a person may

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serve only three, consecutive full terms.

Section 2.

Vacancies shall be filled for unexpired terms in the same manner as original appointments. Persons appointed to fill a vacancy may serve three additional full terms.

Section 3.

Members are expected to regularly attend all meetings. The Chair will notify the Clerk to the Board of Supervisors if any board member misses three consecutive board meetings and this may serve as grounds for removal. Members may be removed from the board in accordance with the appointing authority policies and procedures governing removal from Boards, provided that such policies and procedures are consistent with the requirements of State Code.

Section 4.

Each member of the board shall serve on at least one Standing Committee. If a board member misses three consecutive committee meetings, the member may be recommended for removal from the committee by the committee and through the Committee Chair.

Section 5.

Each member of the board shall conduct himself or herself cordially and appropriately to members of other governmental or private entities, members of the public or CSB staff, when representing the Fairfax-Falls Church Community Services Board. Each member of the board shall agree to comply with the Code of Conduct issued by the full board.

**Article V: Officers and Their Duties**

Section 1: Officers

The officers of the Board shall consist of a Chair, immediate past Chair, Vice Chair, and a Secretary, each of whom shall have such powers and duties as generally pertain to such respective offices, as well as such powers and duties as from time to time may be conferred upon them by the board, and which shall specifically include, but not be limited to, the powers, duties and responsibilities set forth hereinafter in Sections 2, 3, and 4 of Article VI.

Section 2: Chair

The Chair shall preside at all meetings of the board; sign or cause to be signed the minutes when approved by the board and such other official documents required of him/her in the course of business of the board; appoint such committees as deemed necessary by the board for its operation and to serve as an *ex officio* member of all committees except the nominating committee; work closely with local public and private facilities, mental health, developmental disabilities and substance use disorders associations of Virginia, and other groups interested in mental health, developmental disabilities and substance use disorder issues; maintain liaison with the Board of Supervisors of Fairfax County and the Councils of the Cities of Fairfax and Falls Church and the State Department of Behavioral Health and Developmental Services; and

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keep the Board of Supervisors, City Councils, and the Commissioner advised and fully informed as to the activities and programs of the board.

Section 3: Vice Chair

In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.

Section 4: Immediate Past Chair

In the absence of the Chair and the Vice Chair, the immediate past Chair shall perform the duties of the Chair.

Section 5: Secretary

The Secretary shall sign all policies after they have been approved or amended by the board and perform such other duties as requested by the Chair of the Board. The Secretary also regularly reviews and updates the CSB Board Member Orientation Handbook. In the absence of the Chair, the Vice Chair, and the immediate past Chair, the Secretary shall perform the duties of the Chair.

**Article VI: Officers' Nomination, Election, and Term of Office**

Section 1: Nomination and Election

At its regular meeting in April of each year, the Board shall appoint three of its members to serve as a nominating committee. The committee shall submit the name of at least one nominee for each of the offices of Chair, Vice Chair, and Secretary at the June meeting of the board at which meeting the election of officers of the board shall be held. Nominations also may be made from the floor. Members of the nominating committee shall be eligible for nomination but no member shall be nominated whose consent to serve has not first been obtained. A majority of those present and voting shall constitute an election.

Section 2: Term of Office

The term of office of all officers shall be for one year, beginning on July 1 following the election, or until their respective successors are elected, but any officer may be removed from office, either with or without cause, at any time by the affirmative vote of a majority of all the members of the board. No officer may serve more than two consecutive terms in the same office.

Section 3: Vacancies

A vacancy in any office arising from any cause may be filled for the unexpired portion of the term as authorized by the board.

Section 4: Absences

In the absence of the Chair, Vice Chair, Secretary and immediate past Chair from any meeting, the board shall select one of its members to act in such capacity during that meeting.

**Article VII: Executive Committee, Standing Committees and Ad Hoc Committees**

Section 1: Executive Committee

There shall be an Executive Committee of the board. The purpose of the Executive Committee shall be to draft the agenda for the next full board meeting and to administer, subject to the authority and approval of the Board, the required and necessary business of the board between regular meetings.

The Executive Committee shall consist of the Chair, past Chairs continuing to serve on the CSB Board, Vice Chair, Secretary, and the Chairs of Standing Committees. The Executive Director shall serve as an *ex officio*, non-voting member of the Executive Committee.

Section 2: Standing Committees

Standing Committees shall be the Behavioral Health Oversight Committee, the Compliance Committee, the Developmental Disabilities Committee, and the Fiscal Oversight Committee. Their purpose shall be to review and make recommendations to the full board regarding policies, plans, service delivery proposals, budgets, grants, and such other matters as are referred to them by the board or Executive Committee.

Members will be appointed by the Chair for a one-year appointment and may be reappointed to a Committee in subsequent years. The members of each Standing Committee shall elect one of the members as Chair for a one-year term. The Chair may be re-elected to an additional one-year term by the members.

Section 3: Ad Hoc Committees

Ad Hoc Committees may be established by the full board as needed. Those Committees may be established to address any issue for which the full board determines that the subject matter or issue cannot be adequately addressed by the Standing Committees. The members of each Ad Hoc Committee shall elect one of their members as Chair for a one-year term. The Chair may be reelected to an additional one-year term by the members.

Section 4: Associate Members for Standing and Ad Hoc Committees

Associate Members for Standing and Ad Hoc Committees are non-voting and may be appointed to each Standing or Ad Hoc Committee. Associate Members are individuals or representatives of organizations and agencies whose work and knowledge is deemed important to the Standing or Ad Hoc Committee. The Standing or Ad Hoc Committee may nominate representatives of the organizations and agencies they desire as Associate Members. These nominations shall be confirmed by a majority vote of the members of the CSB Board present and voting at the meeting at which they are nominated, unless, on motion of the board, the vote on confirmation is continued to a subsequent meeting of the board. The term of each Associate Member shall be for one year from the date of their confirmation by the board. An Associate Member may be reappointed in subsequent or consecutive years to the Standing or Ad Hoc Committee on which they served. Vacancies may be filled at any time using this same process.

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**Article VIII: Meetings**

Section 1: Regular

Regular meetings of the board shall be held each month, as scheduled by the board.

Section 2: Special

Special meetings may be called by the Chair or upon the request of two members of the board or the Executive Director. With agreement of the majority of board members, a special meeting may be convened. Public notice shall be given in accordance with the Virginia Freedom of Information Act.

Section 3: Quorum

In order to transact business which requires a vote of the board, a quorum must be present. A quorum is a majority of the members of the board.

Section 4: Voting

Every member, present in person at any validly constituted meeting, shall be entitled to one vote. A majority vote of those members present and voting shall be determinative of any issue.

**Article IX: Parliamentary Procedures**

Robert's Rules of Order Newly Revised, latest edition, shall govern the board in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

**Article X: Amendments**

Recommendations to amend, alter or supplement these bylaws may be proposed at any regular meeting of the board. A two-thirds (2/3) vote of those present and voting is needed to send the recommended changes to the Board of Supervisors for their approval to be effective. Prior to any vote by the board, notice of the proposed changes must be given to each member of the board in writing no less than thirty days prior to the vote.

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**Bylaws  
of the  
Fairfax-Falls Church Community Services Board**

**Preamble**

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- (1) Chapter 5 (Community Services Boards) of Title 37.2 (Behavioral Health and Developmental Services) of the Code of Virginia, as amended, and Chapter 53 (Early Intervention Service System) of Title 2.2 (Administration of Government) as amended, and,
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### **Article III: Powers and Duties**

- Mental Health, Developmental Disabilities and Substance Use Disorders Services – In order to implement the purpose, set forth in Article II hereof, and pursuant to the requirements of Section 37.2-504 and in accordance with the actions taken by the Board of Supervisors of Fairfax County and the Councils of the cities of Fairfax and Falls Church to establish the board as an Administrative Policy Type board, of the Code of Virginia, the board shall:
  - a. Review and evaluate all existing and proposed public community mental health, developmental disabilities and substance use disorder services and facilities available to serve the community and such private services and facilities as receive funds through it and advise the local governing body or bodies of the political subdivision or subdivisions that established it as to its findings.
  - b. Pursuant to Section 37.2-508, submit to the governing body of each political subdivision that established it, an annual performance contract for community mental health, developmental disabilities and substance use disorders services for its approval prior to submission of the contract to the Department.
  - c. Within amounts appropriated therefore, provide such services as may be authorized under such performance contract.
  - d. In accordance with its approved performance contract, enter into contracts with other providers for the rendition or operation of services or facilities.
  - e. Make policies concerning the rendition or operation of services and facilities under its direction or supervision, subject to applicable standards, policies or regulations promulgated by the State Board.
  - f. Participate with local government in the appointment and annual performance evaluation of an executive director of community mental health, developmental disabilities and substance use disorders services, according to minimum qualifications established by the Department, and prescribe his duties. The

compensation of the executive director shall be fixed by local government in consultation with the board within the amounts made available by appropriation therefore.

- g. Prescribe a reasonable schedule for fees for services provided by personnel or facilities under the jurisdiction or supervision of the board and establish procedures for the collection of the same. All fees collected shall be included in the performance contract submitted to the local governing body or bodies pursuant to subdivision 2 of this subsection and Section 37.2-508 and shall be used only for community mental health, developmental disabilities and substance use disorders purposes. Every administrative policy board shall institute a reimbursement system to maximize the collection of fees from persons receiving services under their jurisdiction or supervision consistent with the provisions of Section 37.2-511 and from responsible third-party payors. Administrative policy boards shall not attempt to bill or collect fees for time spent participating in involuntary commitment hearings pursuant to Section 37.2814.
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- i. Seek and accept funds through federal grants. In accepting such grants, the administrative policy community services boards shall not bind the governing body or bodies of the political subdivision or subdivisions that established it to any expenditures or conditions of acceptance without the prior approval of such governing body or bodies.
- j. Have authority, notwithstanding any provision of law to the contrary, to disburse funds appropriated to it in accordance with such regulations as may be established by the governing body or bodies of the political subdivision or subdivisions that established it.
- k. Develop joint annual written agreements, consistent with policies and procedures established by the State Board, with local school divisions; health departments; boards of social services; housing agencies, where they exist; courts; sheriffs; area agencies on aging; and regional Department for Aging and Rehabilitative Services offices. The agreements shall specify what services will be provided to consumers. All participating agencies shall develop and implement the agreements and shall review the agreements annually.
- l. Develop and submit to the local governing body of each political subdivision that established it and to the Department the necessary information for the preparation of the Comprehensive State Plan for mental health, developmental disabilities and substance use disorders services pursuant to Section 37.2-315.
- m. Take all necessary and appropriate actions to maximize the involvement and participation of consumers and family members of consumers in policy formulation and services planning, delivery, and evaluation.

- n. Institute, singly or in combination with other operating community services boards, administrative policy boards, local government departments with policy-advisory boards, or behavioral health authorities, a dispute resolution mechanism that is approved by the Department and enables consumers and family members of consumers to resolve concerns, issues, or disagreements about services without adversely affecting their access to or receipt of appropriate types and amounts of current or future services from the administrative policy board.
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    - b. Implement consistent and uniform policies and procedures for public and private providers to determine parental liability and to charge fees for early intervention services pursuant to regulations, policies, and procedures adopted by the state lead agency in § 2.2-5304; and
    - c. Manage relevant state and federal early intervention funds allocated from the state lead agency for the local early intervention system, including contracting or otherwise arranging for services with local early intervention services providers.

#### **Article IV: Members and Terms of Office**

##### Section 1.

In accordance with Section 37.2-502 of the Code of Virginia as implemented by the Board of Supervisors of Fairfax County and the Councils of the cities of Fairfax and Falls Church, the board shall consist of sixteen members, thirteen of whom shall be appointed by the Board of Supervisors of Fairfax County, one of whom shall be designated by the Office of the Sheriff of Fairfax County; and one of whom shall be appointed by the Council of the City of Fairfax and one by the Council of the City of Falls Church. In accordance with Section 37.2-501 of the Code of Virginia one-third of the appointments shall be identified consumers or former consumers, or family members of consumers or family members of former consumers, at least one of whom shall be a consumer receiving services. The term of appointment is three years and a person may serve only three, consecutive full terms.

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Vacancies shall be filled for unexpired terms in the same manner as original appointments. Persons appointed to fill a vacancy may serve three additional full terms.

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Members are expected to regularly attend all meetings. The Chair will notify the Clerk to the Board of Supervisors if any board member misses three consecutive board meetings and this may serve as grounds for removal. Members may be removed from the board in accordance with the appointing authority policies and procedures governing removal from Boards, provided that such policies and procedures are consistent with the requirements of State Code.

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Each member of the board shall conduct himself or herself cordially and appropriately to members of other governmental or private entities, members of the public or CSB staff, when representing the Fairfax-Falls Church Community Services Board. Each member of the board shall agree to comply with the Code of Conduct issued by the full board.

## **Article V: Officers and Their Duties**

Section 1: Officers

The officers of the Board shall consist of a Chair, immediate past Chair, Vice Chair, and a Secretary, each of whom shall have such powers and duties as generally pertain to such respective offices, as well as such powers and duties as from time to time may be conferred upon them by the board, and which shall specifically include, but not be limited to, the powers, duties and responsibilities set forth hereinafter in Sections 2, 3, and 4 of Article VI.

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The Chair shall preside at all meetings of the board; sign or cause to be signed the minutes when approved by the board and such other official documents required of him/her in the course of business of the board; appoint such committees as deemed necessary by the board for its operation and to serve as an *ex officio* member of all committees except the nominating committee; work closely with local public and private facilities, mental health, developmental disabilities and substance use disorders associations of Virginia, and other groups interested in mental health, developmental disabilities and substance use disorder issues; maintain liaison with the Board of Supervisors of Fairfax County and the Councils of the Cities of Fairfax and Falls Church and the State Department of Behavioral Health and Developmental Services; and keep the Board of Supervisors, City Councils, and the Commissioner advised and fully informed as to the activities and programs of the board.

Section 3: Vice Chair

In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.

Section 4: Immediate Past Chair

In the absence of the Chair and the Vice Chair, the immediate past Chair shall perform the duties of the Chair.

Section 5: Secretary

The Secretary shall sign all policies after they have been approved or amended by the board and perform such other duties as requested by the Chair of the Board. The Secretary also regularly reviews and updates the CSB Board Member Orientation Handbook. In the absence of the Chair, the Vice Chair, and the immediate past Chair, the Secretary shall perform the duties of the Chair.

**Article VI: Officers' Nomination, Election, and Term of Office**

Section 1: Nomination and Election

At its regular meeting in April of each year, the Board shall appoint three of its members to serve as a nominating committee. The committee shall submit the name of at least one nominee for each of the offices of Chair, Vice Chair, and Secretary at the June meeting of the board at which meeting the election of officers of the board shall be held. Nominations also may be made from the floor. Members of the nominating committee shall be eligible for nomination but no member shall be nominated whose consent to serve has not first been obtained. A majority of those present and voting shall constitute an election.

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authority and approval of the Board, the required and necessary business of the board between regular meetings.

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#### Section 2: Standing Committees

Standing Committees shall be the Behavioral Health Oversight Committee, the Compliance Committee, the Developmental Disabilities Committee, and the Fiscal Oversight Committee. Their purpose shall be to review and make recommendations to the full board regarding policies, plans, service delivery proposals, budgets, grants, and such other matters as are referred to them by the board or Executive Committee.

Members will be appointed by the Chair for a one-year appointment and may be reappointed to a Committee in subsequent years. The members of each Standing Committee shall elect one of the members as Chair for a one-year term. The Chair may be re-elected to an additional one-year term by the members.

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Ad Hoc Committees may be established by the full board as needed. Those Committees may be established to address any issue for which the full board determines that the subject matter or issue cannot be adequately addressed by the Standing Committees. The members of each Ad Hoc Committee shall elect one of their members as Chair for a one-year term. The Chair may be reelected to an additional one-year term by the members.

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Associate Members for Standing and Ad Hoc Committees are non-voting and may be appointed to each Standing or Ad Hoc Committee. Associate Members are individuals or representatives of organizations and agencies whose work and knowledge is deemed important to the Standing or Ad Hoc Committee. The Standing or Ad Hoc Committee may nominate representatives of the organizations and agencies they desire as Associate Members. These nominations shall be confirmed by a majority vote of the members of the CSB Board present and voting at the meeting at which they are nominated, unless, on motion of the board, the vote on confirmation is continued to a subsequent meeting of the board. The term of each Associate Member shall be for one year from the date of their confirmation by the board. An Associate Member may be reappointed in subsequent or consecutive years to the Standing or Ad Hoc Committee on which they served. Vacancies may be filled at any time using this same process.

### **Article VIII: Meetings**

#### Section 1: Regular

Regular meetings of the board shall be held each month, as scheduled by the board.

Section 2: Special

Special meetings may be called by the Chair or upon the request of two members of the board or the Executive Director. With agreement of the majority of board members, a special meeting may be convened. Public notice shall be given in accordance with the Virginia Freedom of Information Act.

Section 3: Quorum

In order to transact business which requires a vote of the board, a quorum must be present. A quorum is a majority of the members of the board.

Section 4: Voting

Every member, present in person at any validly constituted meeting, shall be entitled to one vote. A majority vote of those members present and voting shall be determinative of any issue.

**Article IX: Parliamentary Procedures**

Robert's Rules of Order Newly Revised, latest edition, shall govern the board in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

**Article X: Amendments**

Recommendations to amend, alter or supplement these bylaws may be proposed at any regular meeting of the board. A two-thirds (2/3) vote of those present and voting is needed to send the recommended changes to the Board of Supervisors for their approval to be effective. Prior to any vote by the board, notice of the proposed changes must be given to each member of the board in writing no less than thirty days prior to the vote.

Approved:

\_\_\_\_\_   
CSB Board Chair

\_\_\_\_\_   
Date

Board Agenda Item  
February 19, 2019

11:00 a.m.

Matters Presented by Board Members

Board Agenda Item  
February 19, 2019

11:50 a.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
  - 1. *Board of Supervisors of Fairfax County and Bill Hicks, Director of Land Development Services v. Nirmaladevi Jayanthan and Jayanthan Balasubram, a/k/a Balasubram Jayanthan, Jayanthan Bala, Bala Jayanthan, and Jay Bala*, Case No. CL-2015-0008179 (Fx. Co. Cir. Ct.) (Dranesville District)
  - 2. *4074 HCR Properties of Alexandria VA, LLC v. County of Fairfax*, Case No. CL-2017-0018206 (Fx. Co. Cir. Ct.) (Mount Vernon District)
  - 3. *Ashley Ross v. Fairfax County Department of Family Services*; Record No. 0611-18-4; *Michael Johnson v. Fairfax County Department of Family Services*; Record No. 0628-18-4 (Va. Ct. App.)
  - 4. *Mitchell Harris v. Gartlan Mental Health*; Case No. CL-2018-0016818 (Fx. Co. Cir. Ct.)
  - 5. *Mary Lark Lovering v. Mickey Smith and County of Fairfax*, Case No. CL-2018-0012629 (Fx. Co. Cir. Ct.)
  - 6. *Jerry Mobley v. John Schmalenberg*, Case No. CL-2018-0012130 (Fx. Co. Cir. Ct.)
  - 7. *Modesta Flores v. Isaiah Brooks and Fairfax County*, Case No. GV19-001152 (Fx. Co. Gen. Dist. Ct.)
  - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Maziar Choubineh and Shabnam Belat*, Case No. CL-2018-0007073 (Fx. Co. Cir. Ct.) (Dranesville District)

9. *Dulles Professional Center Condominium Unit Owners Association, Spectrum Innovative Properties, LLC, McWhorter, LLC, and Mulpuri Properties, LLC v. Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, Stanley Martin Companies, LLC, and JLB Dulles Tech, LLC, Case No. CL-2018-0011870 (Fx. Co. Cir. Ct.) (Dranesville District)*
10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Thach Le and Be-Thanh Le, Case No. CL-2019-0001008 (Fx. Co. Cir. Ct.) (Mason District)*
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Conrad D. Kiser and Nancy C. Kiser, Case No. GV19-002143 (Fx. Co. Gen. Dist. Ct.) (Providence District)*
12. *Board of Supervisors of Fairfax County, Virginia, and Leslie B. Johnson, Fairfax County Zoning Administrator v. Board of Zoning Appeals of Fairfax County, Virginia, Case No. CL-2017-0015190 (Va. Sup. Ct.) (Springfield District)*
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Harry Martin, Case No. CL-2008-0008078 (Fx. Co. Cir. Ct.) (Sully District)*

4:00 p.m.

Public Hearing on the De-Creation of Small and Local Sanitary District for Refuse/Recycling and/or Vacuum Leaf Collection Service to 522 South Larrimore Street (Mason District) and the Enlargement of Small District for Providing County Refuse, Recycling and Vacuum Leaf Collection Service to the Lockett Avenue Area (Providence District)

ISSUE:

Board of Supervisors' public hearing on the De-Creation of Small and Local Sanitary District (Mason) for refuse/recycling and/or vacuum leaf collection service and the enlargement of Small District (Providence) for providing County Refuse, Recycling and Vacuum Leaf Collection Service to the Lockett Ave area.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petitions within the Mason District and the Providence District.

Sanitary District Small District within Mason District (522 S. Larrimore St)	Action De-Create	Service Refuse, Recycling and Vacuum leaf collection	Recommendation Approve
Sanitary District Small District within Providence District (Lockett Ave Area)	Action Enlargement	Service Refuse, Recycling and Vacuum leaf collection	Recommendation Approve

TIMING:

Board of Supervisors' authorized to advertise on November 20, 2018, for a Public hearing on February 19, 2019, at 4:00 p.m.

Staff recommends that the public hearing for the de-creation of small and/or local sanitary district for discontinuing refuse, recycling and vacuum leaf collection be approved. If approved, the modification will become permanent in July 1, 2019.

The required documentation for the proposed enlargement of the Lockett Ave Area has been received. The submitted petitions have been reviewed, and it is recommended that the submitted petition be approved. If approved, the modifications will become permanent in July 1, 2019.

Board Agenda Item  
February 19, 2019

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. The dwelling located at 522 S. Larrimore St. is located on the border with Arlington County, during a recent review of the sanitary districts by Tax Administration, Solid Waste Management Program and Internal Audit it was determined that service for this dwelling is and has been provide by Arlington County.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet (522 S. Larrimore)

Attachment 2: Data Sheet with Resolution and Map (522 S. Larrimore)

Attachment 3: Summary Sheet (Lockett Ave. Area)

Attachment 4: Data Sheet with Resolution and Map (Lockett Ave. Area)

STAFF:

Randy Bartlett, Director, Department of Public Works and Environmental Services  
(DPWES)

John Kellas, Deputy Director, Department of Public Works and Environmental Services  
(DPWES)

SUMMARY SHEET

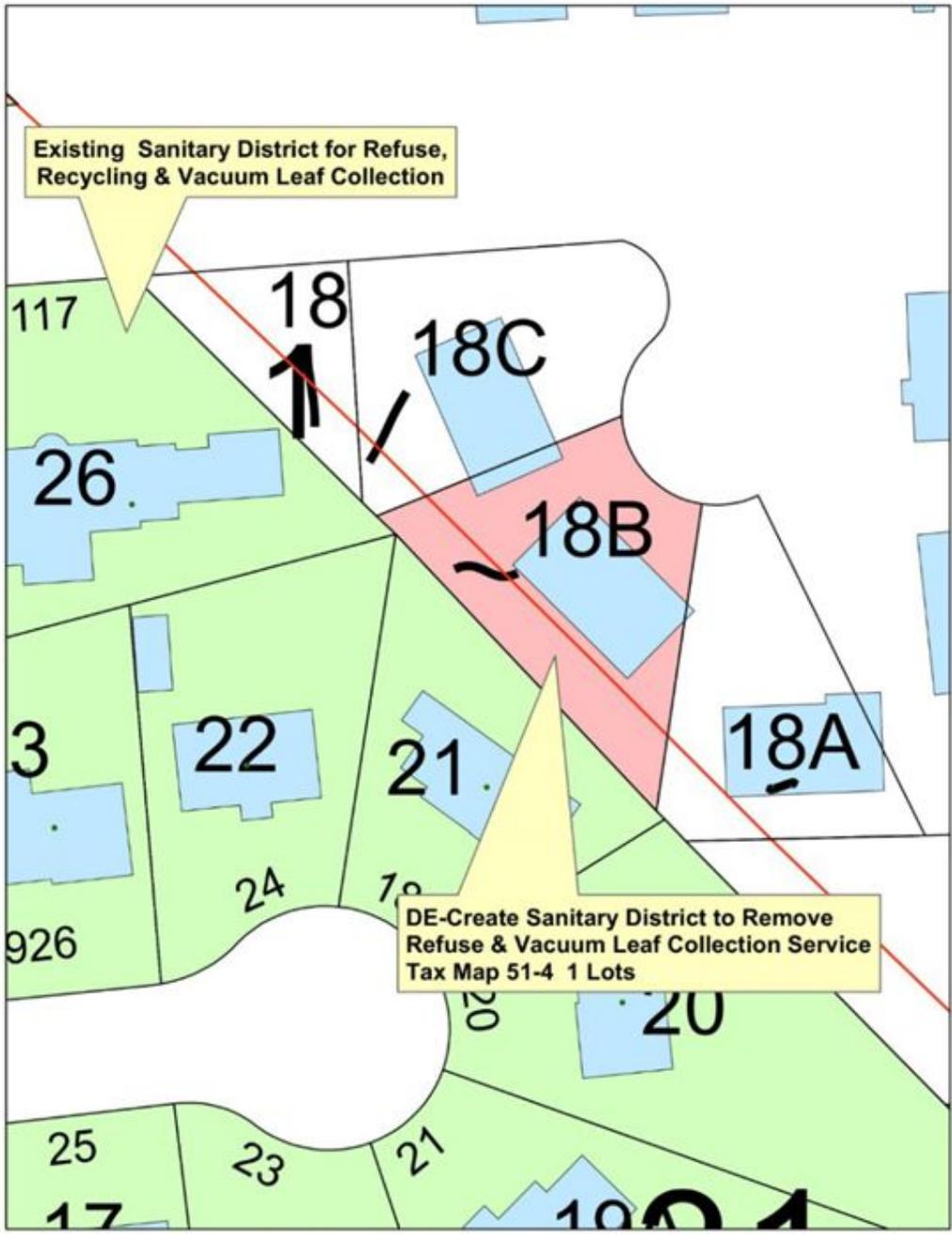
Proposed alterations to the following small and local sanitary districts for refuse and or vacuum leaf collection service:

1. De-Creation of a Small District within Mason District for the purpose of discontinuing County Refuse, Recycling and Vacuum Leaf Collection Service to 522 S. Larrimore St.

DATA SHEET  
De-Create  
Small District  
within the Mason District

Purpose: To remove Refuse, Recycling and Vacuum Leaf Collection Service from 522 S. Larrimore St.

- To correct inaccuracies in sanitary district that were discovered during audit.
- The Department of Public Works and Environmental Services will not require additional equipment or manpower.



TAX MAP 51-4

522 LARRIMORE AREA

ADOPTION OF A RESOLUTION  
TO DE-CREATE/RE-CREATE  
WITHIN SMALL or LOCAL DISTRICT 1  
WITHIN MASON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday the 19th day of February, 2019 at which a quorum was present and voting, the following resolution to be effective July 1, 2019, was adopted:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the de-creation/re-creation by the Board of Supervisors of Fairfax County, Virginia, of a local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by de-creating/re-creating the local sanitary district for discontinuing refuse, recycling and vacuum leaf collection to the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby de-created/re-created by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code Section 15.2-858, as amended, to be known as, Small District 1 within Dransville District, Fairfax County, Virginia, which said local sanitary district shall be described as follows:

The de-creation/re-creation of Small District 1 within Mason District to include the S. 522 Larrimore St. located in the County of Fairfax, Fairfax, Virginia and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 1 within Mason District is hereby de-created/re-created to wit:

To discontinue refuse, recyclables and vacuum leaf collection for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of February 2019

\_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board

## SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling and/or leaf collection service:

1. Enlarge Small District within Providence District for the purpose of providing County Refuse, Recycling and Vacuum Leaf Collection Service to the Lockett Ave Area.

DATA SHEET  
Enlarge  
Small District  
Within the Providence District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Lockett Ave area.

- Petition requesting service received September 19, 2018.
- Petition Area: 80 Properties.
- 44 Property Owners in favor. (55%)
- 25 property owners opposed.
- 11 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved effective July 1, 2019.



**TAX MAP 39-3**

**LUCKETT AVE AREA**

ADOPTION OF A RESOLUTION  
TO ENLARGE  
WITHIN SMALL or LOCAL DISTRICT 8  
WITHIN PROVIDENCE DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday the 19th day of February, 2019 at which a quorum was present and voting, the following resolution to be effective July 1, 2019, was adopted:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the de-creation/re-creation by the Board of Supervisors of Fairfax County, Virginia, of a local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by enlarging the local sanitary district for providing refuse, recycling and vacuum leaf collection to the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby enlarged by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code Section 15.2-858, as amended, to be known as, Small District 8 within Providence District, Fairfax County, Virginia, which said local sanitary district shall be described as follows:

The enlargement of Small District 8 within Providence District to include the Lockett Ave Area. located in the County of Fairfax, Fairfax, Virginia and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Small District 8 within Providence District is hereby enlarged to wit:

To provide refuse, recyclables and vacuum leaf collection for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of February 2019

\_\_\_\_\_  
Catherine A. Chianese  
Clerk to the Board

Board Agenda Item  
February 19, 2019

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance Expanding the Greenway Downs Residential Permit Parking District, District 13 (Providence District)

ISSUE:

Public Hearing to consider a proposed amendment to Appendix G of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Greenway Downs Residential Permit Parking District (RPPD), District 13.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G of the Fairfax County Code to expand the Greenway Downs RPPD, District 13.

TIMING:

On January 22, 2019, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G of the Fairfax County Code to take place on February 19, 2019, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(b) of the Fairfax County Code authorizes the Board to establish or expand an RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of an RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of \$10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Board Agenda Item  
February 19, 2019

On October 10, 2018, a peak parking demand survey was conducted for the requested area. The results of this survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning blocks were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning blocks. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$1,300. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code  
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT  
Neil Freschman, Chief, Traffic Engineering Section, FCDOT  
Henri Stein McCartney, Senior Transportation Planner, FCDOT  
Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

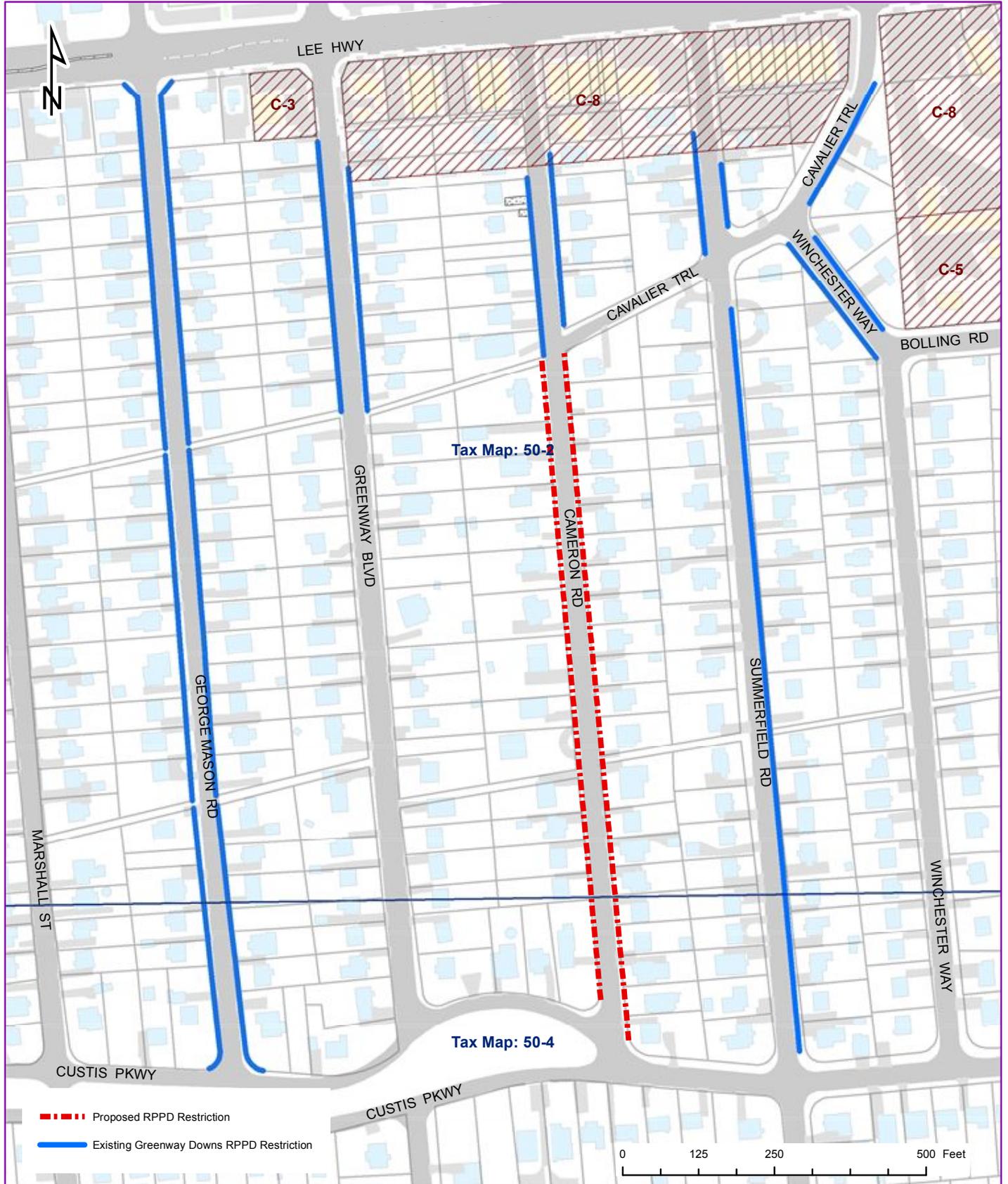
Marc E. Gori, Assistant County Attorney

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by adding the following street in Appendix G-13, Section (b)(2), Greenway Downs Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

*Cameron Road (Route 1714):*

From the northern property boundaries of 2758 Cameron Road, west side, and 2757 Cameron Road, east side, to ~~Cavalier Trail~~ Custis Parkway



FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
 RESIDENTIAL PERMIT PARKING DISTRICT  
 GREENWAY DOWNS (13)  
 PROVIDENCE DISTRICT



Board Agenda Item  
February 19, 2019

4:00 p.m.

Public Hearing to Lease County-Owned Property at 12111 Braddock Road to STC THREE, LLC (Springfield District)

ISSUE:

Public hearing to lease County-owned property to STC THREE, LLC at the Mott Community Center located at 12111 Braddock Road for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 12111 Braddock Road to STC THREE, LLC.

TIMING:

On December 4, 2018, the Board authorized the advertisement of a public hearing on February 5, 2019, which was later postponed to February 19, 2019, to lease County-owned property at 12111 Braddock Road to STC THREE, LLC.

BACKGROUND:

The Board of Supervisors is the owner of a nine-acre parcel located at 12111 Braddock Road and identified as Tax Map Number 0671 01 0035. The property is improved with a 6,300-square-foot building that is operated as the Mott Community Center and a 182-foot telecommunications monopole owned by STC THREE, LLC (Lessee). Since 1999, Lessee has leased from the County a 2,500-square foot ground compound on the property to house the monopole and the equipment cabinets. Four other network providers sublease from Lessee space on the monopole and in the compound for their telecommunications equipment: Cingular, Nextel, Verizon and Clearwire.

Crown Castle, the property manager for Lessee, has approached the County about Lessee's desire to continue to use this site for the provision of telecommunications services and has negotiated a new lease with the County. The initial term will be five (5) years, with five 5-year options to extend the lease, for a total possible term of thirty (30) years. Lessee will pay approximately \$44,000 as the annual rental fee for its equipment during the first year, with scheduled rent increases of three percent (3%) per year thereafter. Lessee will also continue to provide thirty percent (30%) of the rental payments from the sublessees to the County as additional rent owed under the lease. Total revenue from these subleases amounted to approximately \$50,000 in FY 2018.

Board Agenda Item  
February 19, 2019

FISCAL IMPACT:

The lease will generate approximately \$94,000 in revenue during the first year of the extension. An administrative fee of \$2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited into the General Fund.

ENCLOSED DOCUMENTS:

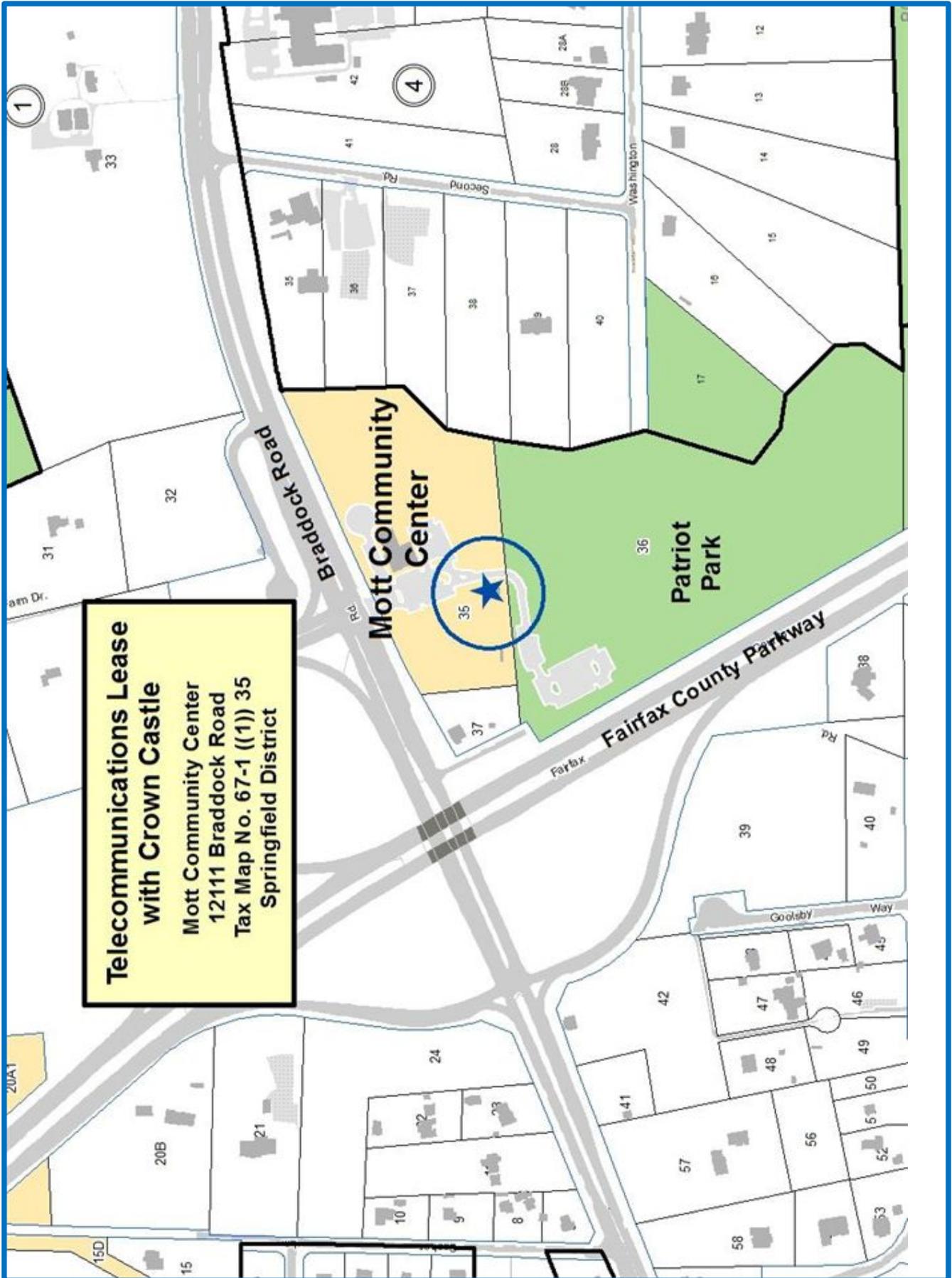
Attachment 1 – Location Map 0671 01 0035  
Attachment 2 – Draft Lease Agreement

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
José A. Comayagua, Jr., Director, Facilities Management Department  
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

Dan Robinson, Assistant County Attorney



**2018 REAL PROPERTY DEED OF LEASE AGREEMENT  
FOR THE MOTT COMMUNITY CENTER  
(BU 876671)**

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Exhibit A     Site Plan  
Exhibit B     Legal Descriptions

**THIS 2018 REAL PROPERTY DEED OF LEASE AGREEMENT (“Lease”)**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “**Effective Date**”), between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY (“Lessor”)**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035, and **STC THREE LLC, a Delaware limited liability company (“Lessee”)**, by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney-in-Fact, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and the parties mutually agree as follows:

WHEREAS, Lessor and APC Realty and Equipment Company, LLC, a Delaware limited liability company (“APC”), entered into a Real Property Deed of Lease Agreement dated October 17, 1997 (as amended and assigned, the “1997 Lease”), whereby Lessor leased to APC the Premises (as defined below) located at 12111 Braddock Road (Tax Parcel # 0671 01 0035), Fairfax, Fairfax County, Virginia, together with those certain access, utility and/or maintenance rights of way granted in the Original Lease. The 1997 Lease is evidenced by that Declaration recorded in Book 17932 Page 1548 in the Clerk’s Office of the Circuit Court for Fairfax County (“Clerk’s Office”). The 1997 Lease was amended by that First Amendment to Real Property Deed of Lease Agreement dated November 21, 2008 and by that Second Amendment to Real Property Deed of Lease Agreement dated May 29, 2012 (collectively, the “Amendment”). The 1997 Lease and the Amendments are collectively defined herein as the “Original Lease”; and

WHEREAS, Lessee has notified Lessor that Lessee is the successor-in-interest of APC under the Original Lease and has assumed the obligations of APC under the Original Lease; and

WHEREAS, the parties now wish to enter into this Lease to replace and supersede the Original Lease for the purposes set forth, and in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Termination of Original Lease.**

Lessor is the current lessor and Lessee is the current lessee under the Original Lease. Lessor and Lessee agree that the Original Lease will automatically terminate as of the Commencement Date of this Lease. Notwithstanding the foregoing, any and all obligations of the parties accruing under the Original Lease prior to its termination and the obligations of the parties that expressly survive the Original Lease shall survive such termination, including any amounts that were due and payable by Lessee thereunder prior to such termination.

**2. Leased Premises.**

Lessor is the owner of a parcel of land located at 12111 Braddock Road, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as 0671 01 0035, and described in that Deed recorded in Book 4117, Page 96 in the Clerk’s Office (hereinafter referred to as the “**Parcel**”). A portion of the Parcel that constitutes approximately 2,510 square feet of ground space is delineated as the “Tower Lease” on **Exhibit A** attached hereto and incorporated herein, and is described as the “Tower Lease” by metes and bounds in **Exhibit B**

attached hereto and incorporated herein (hereinafter those portions of **Exhibit A** and **Exhibit B** delineated and described as the “Tower Lease” will be referred to as the “**Premises**”). Lessor is willing to permit Lessee to use the Premises for the purposes set forth in this Lease and in accordance with the terms and conditions set forth in this Lease. Lessee will operate its Facilities, as defined below, on the Premises.

“**Facilities**,” as used herein, means Lessee’s wireless communications facility, which includes a monopole, equipment pad, power, and telephone utility pedestals, cabinets, related cables and utility lines, and a location-based system, including without limitation, coaxial cables, base units and other associated antennas, equipment, cables, accessories and improvements, as more specifically described on **Exhibit A** attached hereto.

### **3. Use of Premises.**

(a) Lessee’s Facilities are presently installed on the Premises and any modifications to the Facilities must comply with all of the conditions of this Lease, including those requirements set forth in Section 7.

(b) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises in the configuration shown on **Exhibit A**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the Premises to install, operate, maintain, repair, replace, protect and secure the Facilities as set forth herein or as subject to the written approval of Lessor.

(c) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 7, the right to install and operate underground electric lines from Lessee’s meter to the Facilities and communication lines from the termination point of the communication utilities supplying communication service to the Facilities as shown on **Exhibit A**. Lessee acknowledges it has previously filed the necessary application(s) for utility easements and paid all fees for such in a separate process through the Planning Division of the Department of Planning and Zoning, and all utilities currently required by Lessee are installed.

(d) All portions of the Facilities brought onto the Premises by Lessee, whether prior to commencement of this Lease or subsequent to commencement of this Lease, shall remain the Lessee’s personal property and, at Lessee’s option, may be removed by Lessee at any time during the term, as long as Lessee is not in default. Upon termination of this Lease, the Facilities and any foundation shall be removed entirely from the Premises by Lessee no later than one hundred twenty (120) days after the date of the termination of this Lease. Lessee shall restore the surface of the Premises to an open area to the reasonable satisfaction of Lessor, which is free of any equipment, foundations, concrete mounting pads, and grounding devices, and which has been graded and seeded. All Facilities shall be vacated at the Lessee’s expense. Within one hundred twenty (120) days after receipt of written notice from Lessor, Lessee, at Lessee’s expense, shall use commercially reasonable efforts to remove any utility easements to which Lessee is a party (as shown in the public record) and that are encumbering the Premises.

(e) Lessor grants Lessee a non-exclusive irrevocable license, which will be in effect until the expiration or earlier termination of this Lease, for ingress and egress to the Premises,

together with the right to replace and maintain existing utility wires, poles, cables, conduits and pipes thereon and therein, as may be shown on **Exhibit A**. If Lessee obtains Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed, Lessee may install additional wires, poles, cables, conduits and pipes thereon and therein in the event any such additional utilities are necessary during the term of this Lease, but not otherwise; and Lessor grants Lessee a non-exclusive irrevocable license to the extent of the Lessor's interest therein, which will be in effect until the expiration or earlier termination of this Lease, to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for operation, maintenance, unscheduled repairs and emergencies.

(f) Except for the Premises (as described in **Exhibit A**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(g) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 11); except as allowed by applicable law for the use of sealed batteries for emergency back-up, any fire suppression system, small quantities of cleaning products ordinarily used by commercial businesses and fuel in Lessee's backup generator(s), if any. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Parcel in violation of any law or regulation. This paragraph shall survive the termination of this Lease.

(h) Any modifications of the Facilities or the addition of new Facilities must comply with Section 7 of this Lease and shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Lease, by Lessor or any other party and no such modification or addition shall interfere with the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.

#### 4. Term.

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease hereby granted (“**Term**”) shall be for a term commencing upon January 1, 2018 (“**Commencement Date**”) and expiring at 11:59 P.M. on December 31, 2022. Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Lease if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; or (iii) interference by or to Lessee’s operation cannot be resolved. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within thirty (30) days after the occurrence of any of the foregoing described events which is the basis of termination. In addition to the foregoing termination rights, Lessee shall have the right to terminate this Lease at any time with twelve (12) months prior written notice if Lessee is unable to use the Premises or its equipment located thereon due to changes in technology or to changes in Lessee’s or any of its customers’ networks.

(b) If all or any part of the Premises or if all or any part of the Parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purposes hereunder, then, at Lessee’s option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor, provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Premises under the terms and conditions hereunder, provided Lessor’s obligations under this Lease are not altered.

(c) Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph 4(c) for five (5) additional periods of five (5) years (each a “**Renewal Term**”) upon the same terms and conditions contained herein; provided, however, that the annual lease fee provided for in Section 5 shall be adjusted at the commencement of each Renewal Term as provided in Section 5. This Lease hereby granted shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to the other party of its intention not to permit this Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Lease to the Term hereof shall include, where appropriate, all Renewal Terms so effected. Lessor shall have the right to terminate this Lease if Lessor’s governing body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to

Lessee. If all Renewal Terms are exercised and if not sooner terminated, this Lease shall expire on December 31, 2047.

## 5. Rent and Security Deposit.

(a) Lessor and Lessee acknowledge that as of the Effective Date of this Lease, Lessee has paid the annual rent amount owed by Lessee for the year beginning on the Commencement Date and ending December 31, 2018 in the amount of Forty-One Thousand Eight Hundred Forty-Nine and 64/100 Dollars (\$41,849.64) (the “**Annual Rent**”).

(b) The Annual Rent amount owed by Lessee for the year beginning January 1, 2019, and ending December 31, 2019 is equal to the amount of Forty-Three Thousand Nine Hundred Forty-Two and 08/100 Dollars (\$43,942.08). Lessee has paid the Annual Rent amount in monthly installments for the period beginning on the January 1, 2019 through the Effective Date. Commencing on the Effective Date and on the anniversary of the Commencement Date each year thereafter, the Annual Rent shall be paid in one annual payment.

(c) Commencing on January 1, 2020, and every year thereafter (each an “Adjustment Date”), the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the year immediately preceding the Adjustment Date.

(d) The first Annual Rent payment shall be due and payable on the first day of the second month following the Effective Date, which payment shall be prorated for any monthly installments paid by Lessee prior to the payment of the first Annual Rent payment for the January 1, 2019 lease year. Thereafter, the Annual Rent payments shall be paid on or before the anniversary of the Commencement Date without notice, demand, deduction or setoff. If Lessee fails to pay any annual installment of the Annual Rent by the fifth (5<sup>th</sup>) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(e) Lessee agrees to pay a security deposit to the Lessor in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) by the Commencement Date of this Lease (“**Security Deposit**”). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of the Lease, provided the Lessee has performed all obligations under this Lease through the date of termination. In the event that Lessee does not remove all of the Facilities from the Premises as set forth in Paragraph 3(d) of this Lease, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Facilities. In the event that Lessor has in its possession any security deposit from the Original Lease, such amount shall be credited to the Security Deposit required hereunder and Lessee shall be required to pay the difference.

## 6. Administrative Fee.

Lessee shall pay Lessor's reasonable administrative fees for preparing, reviewing and negotiating this Lease in the sum of Two Thousand and 00/100ths Dollars (\$2,000.00), which shall be due and payable on or before thirty (30) days following execution of this Lease by both parties.

## 7. Modification of the Premises.

(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions provided for in **Exhibit A** and no additional approval of same is necessary because the Facilities are constructed and operational as of the Commencement Date of this Lease.

(b) Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(c) From the Effective Date of this Lease and before commencement of any modifications of the Facilities, Lessee shall submit to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, delayed or denied, the following:

- (i) a set of modification construction plans certified by a professional engineer satisfactory to Lessor which states that the modifications will be in compliance with all applicable laws, rules and regulations.
- (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed modifications to the existing telecommunications tower will sustain the loads required by the equipment to be installed upon it.
- (iii) copies of all applicable approved permits and Governmental Approvals.
- (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review. The permits and approvals required in subsection 7(c)(iii) and (iv), together with all other applicable permits, licenses and other approvals that may be required by any federal, state or local authorities for the purpose of operating the Facilities, are defined as "Governmental Approvals."

All of the preceding documents required to receive Lessor's approval shall be referred to as the "**Modification Documents.**"

(d) After Lessee's submission of the Modification Documents, Lessor shall notify Lessee within thirty (30) days whether it deems the Modification Documents to be satisfactory. If the Modification Documents are deemed satisfactory, Lessor shall provide a signed letter consenting to the equipment modifications at the time of its notification. Should the Lessor

determine the Modification Documents are unsatisfactory, Lessor shall provide a written explanation of the defects with its notification. Lessee shall then revise the Modification Documents to remedy the defects noted by Lessor and re-submit the Modification Documents for Lessor's review pursuant to this paragraph.

(e) The Modification Documents will not be considered approved until Lessor provides a signed letter consenting to the equipment modifications. Lessee agrees that no modification to the Facilities will be performed until Lessor provides such letter.

(f) All modifications will comply with the terms set forth in this Lease and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.

(g) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the modifications. If damage to the Parcel, equipment, or both, occurs then Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(h) If the modification of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

(i) Notwithstanding the prior terms of this Paragraph 7, Lessee shall be permitted to make operational, maintenance, and emergency repairs without Lessor's consent so long as said maintenance and repairs do not change the size or number of antennas, or overall appearance of the structure.

(j) Notwithstanding sub-paragraphs (a) through (i) above, if a 6409(a) or 2232 application is required pursuant to the applicable laws, codes, ordinance or regulations, then Lessee must obtain approval of such application as provided above.

## **8. Interference.**

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel or the use of the Parcel by any parties to whom Lessor has granted rights prior to the date of the Original Lease.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within four (4) hours after receipt of notification, whether oral or written, from the Lessor and if the interference is not corrected within forty-eight (48) hours after receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced.

(c) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing, or previously approved on the Parcel as of the Effective Date of this Lease. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor, and if the interference is not corrected within ten (10) days of receipt of written notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said ten (10) days), Lessee shall power down the Facilities that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) After the Effective Date, Lessor will not grant a lease or any other interest in the Parcel to permit any use of the Parcel which would cause interference with Lessee's Facilities at the Premises.

#### **9. Condition of the Premises.**

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

#### **10. Maintenance and Repairs of Facilities.**

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the Term of this Lease. Lessee shall diligently respond as soon as practicable to any reasonable request by Lessor for any such maintenance or repair.

#### **11. Indemnification.**

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's subtenants, agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Lease; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all

expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify or hold Lessor harmless for claims solely arising out of the negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.

## **12. Insurance.**

(a) Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Lessor as an additional insured, and shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to Lessor, and shall otherwise be reasonably satisfactory to Lessor. The required limits may be met by a combination of primary and excess or umbrella insurance. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company authorized to do business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the Term of this Lease, (ii) each anniversary of the policy renewal date, (iii) a change in coverage, and (iv) at any other time during the Term of this Lease upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of its Facilities. In the event of damage to or destruction of the Facilities, neither Lessee nor Lessor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Lease upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 16 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of the Facilities and for restoration of the Premises in accordance with Paragraph 3(d) and this provision shall not limit such obligation.

(c) Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

## **13. Liens.**

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Parcel and arising from work, labor, services, or materials supplied by or on behalf of Lessee, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.

**14. Compliance with Laws.**

Lessee shall, at its expense, throughout the Term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby. Lessor agrees to cooperate with Lessee at Lessee's expense as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's equipment and provided that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

**15. Representations and Warranties.**

(a) Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (iii) the person executing this Lease on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease.

(b) Lessor represents to Lessee (i) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (ii) the person executing this Lease on its behalf has been duly authorized to do so, and (iii) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease. The Premises is owned by Lessor free and clear of any mortgage, deed of trust, lien, or right of any individual or entity arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Lessee arising under this Lease and the rights of utility providers under recorded easements.

**16. Termination.**

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 3(d) of this Lease, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the Premises more than one hundred twenty (120) days after the expiration or termination of this Lease, Lessee shall pay

to Lessor for such holding over a hold over fee per month equal to 10.5% of the Annual Rent that was in effect immediately prior to such expiration or termination. The fee for such holding over shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Lease, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the holdover fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 3(g), 11, 13, 16, 19 and 23 of this Lease shall survive termination of this Lease.

## 17. Default.

(a) If Lessee shall fail to pay when due any of the installments of the Annual Rent provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of Annual Rent installments or the payment of any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Lease, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Lease at its sole discretion and pursue its remedies hereunder, at law or in equity. Termination shall be effective upon providing written notice to Lessee.

(b) Lessor and Lessee agree that Lessee's failure to comply with the Facility modification process as outlined in Paragraph 7 will be considered an Event of Default and Lessor may terminate this Lease at its sole discretion and pursue its remedies at law or in equity.

(c) The failure of either party to this Lease to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision.

## 18. Authorized Representative

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee ("**Authorized Representatives**") who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

LESSOR:

Name:	Kaylynn Kingery
Title:	Leasing Manager
Email Address:	<a href="mailto:Kaylynn.kingery@fairfaxcounty.gov">Kaylynn.kingery@fairfaxcounty.gov</a>
Direct Phone Line:	703-324-2836

Mott Community Center  
BU 876671  
PPAB 3572750v11

12

LESSEE:

Name: STC Three LLC  
Email Address: [LOHD@crowncastle.com](mailto:LOHD@crowncastle.com)  
Direct Phone Line: Landowners Helpline Desk - 866-482-8890

**19. Notices.**

Unless specifically noted otherwise, all notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Fairfax, Virginia  
Attn: Leasing Manager  
12000 Government Center Parkway, Suite 424  
Fairfax, VA. 22035  
And County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Lessee:

STC Three LLC  
c/o Crown Castle USA Inc.,  
General Counsel,  
Attn: Legal-Real Estate Department,  
2000 Corporate Drive,  
Canonsburg, Pennsylvania 15317-8564

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

**20. Assignment and Subletting.**

(a) Lessee may, upon notice to Lessor, assign this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's prior written consent, which

consent shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall submit any requests for any requested consents of Lessor at least sixty (60) days before any assignment of this Lease. In the event of any assignment or sub-lease, Lessee agrees that it shall remain liable for all obligations hereunder.

(b) Lessee may sublease any portion or all of the Premises, upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

(c) In addition to the Annual Rent currently paid by Lessee to Lessor pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Subtenant"), Lessee agrees to pay to Lessor thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under the Lease. Lessee shall have sole discretion, subject to obtaining Lessor's prior written consent as required above, as to whether to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so; however, each Subtenant shall be subject to all obligations of this Lease irrespective of any contrary term that may be in such sublease, license or other similar agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

(d) Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

## **21. Quiet Enjoyment.**

Lessee shall be entitled to use and occupy the Premises during the Term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

## **22. Miscellaneous.**

(a) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

(b) All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns.

(c) Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such memorandum, for no additional consideration, promptly upon Lessee's request. Within thirty (30) days from the expiration or earlier termination of this Lease, Lessee shall record a unilateral termination of any such memorandum with the appropriate recording officer. If Lessee fails to record the termination prior to the end of such thirty (30) day period and such failure is not remedied within fifteen (15) days following Lessee's receipt of written notice from Lessor requesting the same ("Notice Period"), Lessee shall pay to Lessor a monthly payment equal to one twelfth (1/12th) of the Annual Rent that was in effect immediately prior to such expiration or termination for each month thereafter during which a termination of the memorandum is not recorded pursuant to this Section 22(c). Any such payment shall be prorated for any partial month on a per diem basis. Lessor may, but is not required to, record a unilateral termination of the memorandum with the appropriate recording officer at any time following the expiration of the Notice Period. This Section 22(c) shall survive termination of this Lease.

**23. Applicable Law.**

This Lease shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal on the day and year first written above.

LESSOR:

Board Of Supervisors of Fairfax County,  
Virginia

By: \_\_\_\_\_ (SEAL)

Name: Joseph M. Mondoro

Title: Chief Financial Officer

LESSEE:

STC THREE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company  
its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)

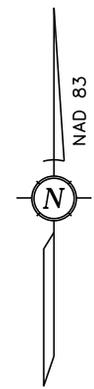
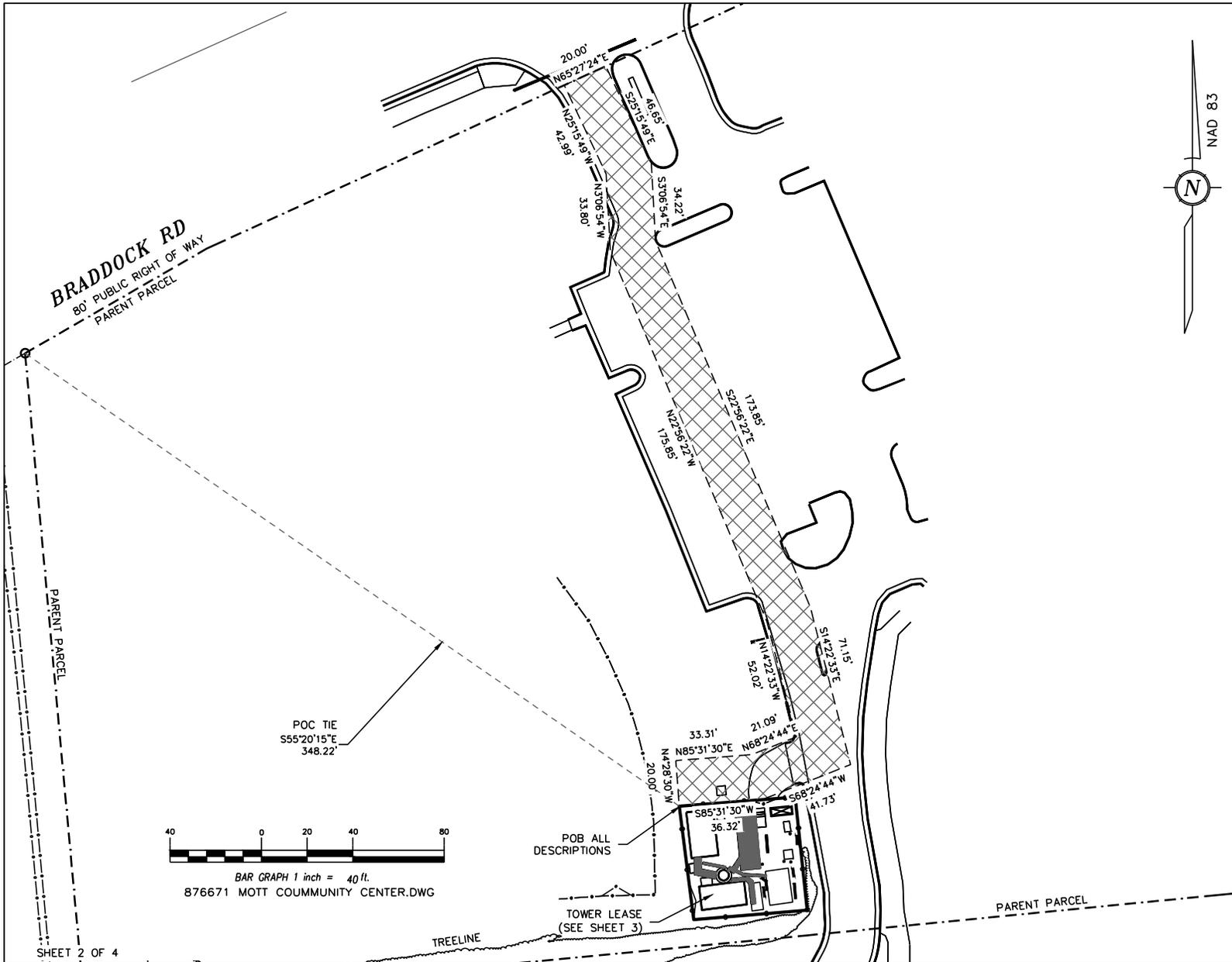
Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

[ATTACHED HERETO]





**AS-BUILT SURVEY**

PREPARED FOR  
**CROWN CASTLE**  
 2000 CORPORATE DR. CANONSBURG, PA 15317

**SITE: MOTT COMMUNITY CENTER**  
**BUN: 876671**  
**ADDRESS: 12111 BRADDOCK RD**  
**FAIRFAX VA 22030**  
**FAIRFAX COUNTY**

NATIONAL SURVEY SERVICES COORDINATION BY:

**GEOLINE SURVEYING, INC.**  
 13430 NW 104th Terrace, Suite A, Alachua, FL 32615  
 Office: (386) 418-0500 Fax: (386) 462-9986  
 WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

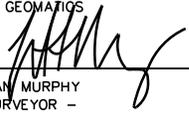
**JONATHAN MURPHY**  
 Professional Land Surveying  
 10505 Leafwood Place (919) 280-8189  
 Raleigh NC 27613 FAX 995-9616  
 E-MAIL: raleigh@murphygeomatics.com FIRM C-2757

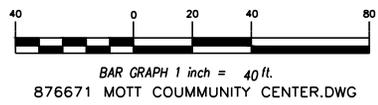
**SURVEYOR'S NOTES**

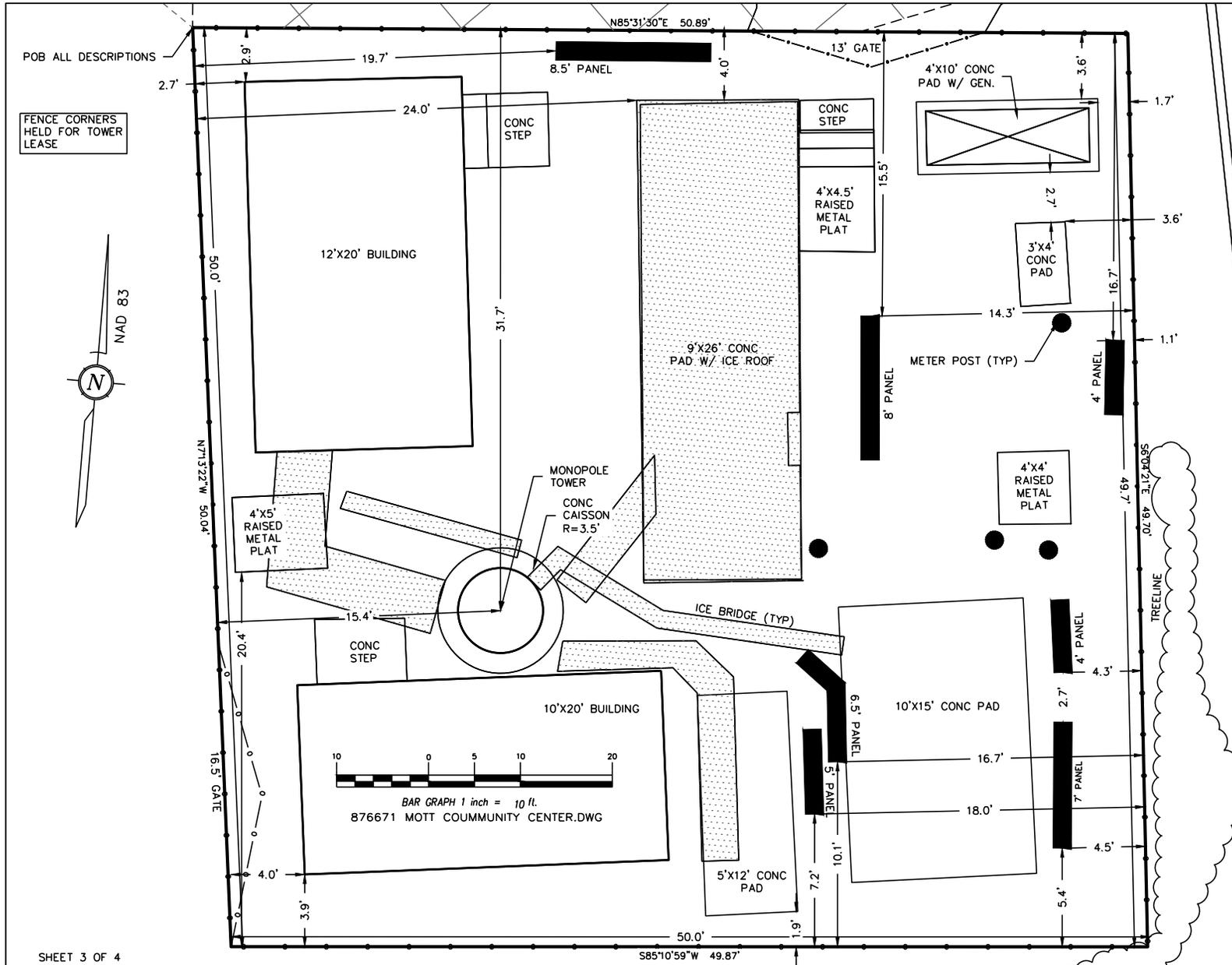
1. BASIS OF BEARING:  
VA GRID NORTH ZONE NAD83
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA EXCEPT AS NOTED HEREON
5. ALL SYMBOLS SHOWN HEREON NOT DEPICTED TO SCALE.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY TO:  
 CROWN CASTLE AND STEWART TITLE  
 GUARANTY COMPANY.

MURPHY GEOMATICS  
  
 JONATHAN MURPHY  
 LAND SURVEYOR -  
 DATE: 2/23/2017





**AS-BUILT SURVEY**



2000 CORPORATE DR. CANONSBURG, PA 15317

**SITE: MOTT COMMUNITY CENTER**  
**BUN: 876671**  
**ADDRESS: 12111 BRADDOCK RD**  
**FAIRFAX VA 22030**  
**FAIRFAX COUNTY**

NATIONAL SURVEY SERVICES COORDINATION BY:



13430 NW 104th Terrace, Suite A Alachua, FL 32615  
 Office: (386) 418-0500 Fax: (386) 462-9986  
 WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



**Jonathan Murphy**  
 Professional Land Surveying  
 10505 Leafwood Place (919) 280-8189  
 Raleigh NC 27613 FAX 995-9616  
 E-MAIL: rsm@murphygeomatics.com FRM C-2757

**SURVEYOR'S NOTES**

1. BASIS OF BEARING:  
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JONATHAN MURPHY  
 LAND SURVEYOR -  
 DATE: 2/23/2017



LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF FAIRFAX, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 4117 PAGE 98, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE NORTHWESTERN MOST PROPERTY CORNER, ALSO LYING ON THE NORTHERN RIGHT OF WAY OF BRADDOCK RD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11806151' -AND- N:6986905';

THENCE, S 55° 20' 15" E FOR A DISTANCE OF 348.22 FEET TO THE POINT OF BEGINNING;

THENCE, N 85° 31' 30" E FOR A DISTANCE OF 50.89 FEET TO A POINT;

THENCE, S 06° 04' 21" E FOR A DISTANCE OF 49.70 FEET TO A POINT;

THENCE, S 85° 10' 59" W FOR A DISTANCE OF 49.87 FEET TO A POINT;

THENCE, N 07° 13' 22" W FOR A DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING CONTAINING 2510 SQFT -AND- 0.06 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF FAIRFAX, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 4117 PAGE 98, FURTHER DESCRIBED AS:

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THENCE, N 03° 06' 54" W FOR A DISTANCE OF 33.80 FEET TO A POINT;

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THENCE, ALONG SAID TOWER LEASE, S 85° 31' 30" W FOR A DISTANCE OF 36.32 FEET TO THE POINT OF BEGINNING CONTAINING 7630 SQFT -AND- 0.18 ACRES.

AS-BUILT SURVEY

PREPARED FOR



2000 CORPORATE DR, CANONSBURG, PA 15317

SITE: MOTT COMMUNITY CENTER

BUN: 876671

ADDRESS: 12111 BRADDOCK RD  
FAIRFAX VA 22030  
FAIRFAX COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

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SURVEY WORK PERFORMED BY:

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Raleigh NC 27613 FAX 995-9616  
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MURPHY GEOMATICS

JONATHAN F. MURPHY  
LAND SURVEYOR -  
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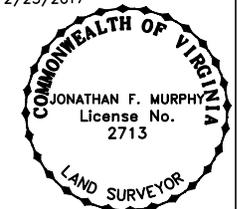


EXHIBIT B

Page 1 of 2

**TOWER LEASE**

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF FAIRFAX, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 4117 PAGE 98, FURTHER DESCRIBED AS:

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Mott Community Center  
BU 876671  
PPAB 3572750v11

EXHIBIT B

Page 2 of 2

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Board Agenda Item  
February 19, 2019

4:00 p.m.

Public Hearing to Lease County-Owned Property at 5645 Revercomb Court to NCWPCS MPL 27 – Year Sites Tower Holdings LLC (Springfield District)

ISSUE:

Public hearing to lease County-owned property to NCWPCS MPL 27 – Year Sites Tower Holdings LLC at the police firing range at 5645 Revercomb Court for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 5645 Revercomb Court to NCWPCS MPL 27 – Year Sites Tower Holdings LLC.

TIMING:

On December 4, 2018, the Board authorized the advertisement of a public hearing on February 5, 2019, which was later postponed to February 19, 2019, to lease County-owned property at 5645 Revercomb Court to NCWPCS MPL 27 – Year Sites Tower Holdings LLC.

BACKGROUND:

The Board of Supervisors is the owner of a 33-acre parcel located at 5645 Revercomb Court and identified as Tax Map Number 0674 01 0022A. The property is improved with a 1,300-square-foot building that is used by the Fairfax County Police Department as a firing range and a 150-foot telecommunications monopole owned by NCWPCS MPL 27 – Year Sites Tower Holdings LLC (Lessee). Lessee has leased a 2,500-square foot ground compound at the firing range from the County to house the monopole and the equipment cabinets. Three other network providers sublease from Lessee space on the monopole and in the compound for their telecommunications equipment: Verizon, T-Mobile and Cox Communications.

Crown Castle, the property manager for Lessee, has approached the County about Lessee's desire to continue to use this site for the provision of telecommunications services and has negotiated a new lease with the County. The initial term will be five (5) years, with five 5-year options to extend the lease, for a total possible term of thirty (30) years. Lessee will pay approximately \$42,000 as the annual rental fee for its equipment during the first year, with scheduled rent increases of three percent (3%) per year thereafter. Lessee will also continue to provide thirty percent (30%) of the rental payments from the sublessees to the County as additional rent owed under the lease. Total revenue from these subleases amounted to approximately \$30,000 in FY 2018.

Board Agenda Item  
February 19, 2019

FISCAL IMPACT:

The lease will generate approximately \$72,000 in revenue during the first year of the extension. An administrative fee of \$2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited into the General Fund.

ENCLOSED DOCUMENTS:

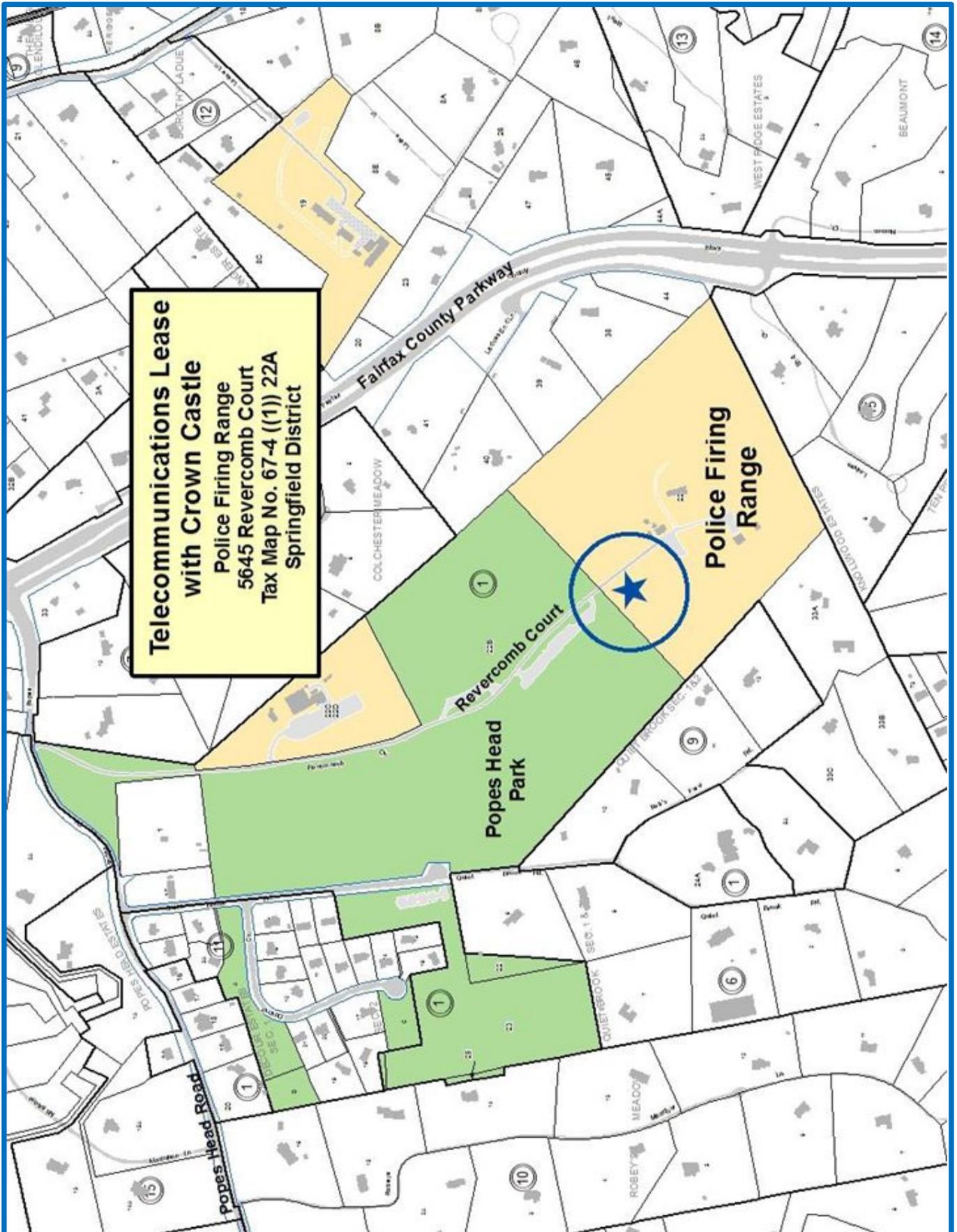
Attachment 1 – Location Map 0674 01 0022A  
Attachment 2 – Draft Lease Agreement

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
José A. Comayagua, Jr., Director, Facilities Management Department  
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

Dan Robinson, Assistant County Attorney



**2018 REAL PROPERTY DEED OF LEASE AGREEMENT  
FOR FAIRFAX COUNTY FIRING RANGE  
(BU 857032)**

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Exhibit A     Site Plan  
Exhibit B     Legal Descriptions

**THIS 2018 REAL PROPERTY DEED OF LEASE AGREEMENT (“Lease”)**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the **“Effective Date”**), between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY (“Lessor”)**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035, and **NCWPCS MPL 27 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company (“Lessee”), by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and the parties mutually agree as follows:

WHEREAS, Lessor and AT&T Wireless PCS, Inc., a Delaware corporation, by and through its agent Wireless PCS, Inc., a Delaware corporation, d/b/a AT&T Wireless Services (“AT&T”), entered into a Real Property Deed of Lease Agreement dated October 1, 1998 (as amended and assigned, the “1998 Lease”), whereby Lessor leased to AT&T the Premises (as defined below) located at 5755 Revercomb Court (also known as 5645 Revercomb Court) (Tax Parcel # 0674-01-022A and 0674-01-022B), Fairfax, Fairfax County, Virginia, together with those certain access, utility and/or maintenance rights of way granted in the Original Lease. The 1998 Lease was amended by that Modification of Lease Agreement for Fairfax County Firing Range dated June 14, 2012 (“First Amendment”). The 1998 Lease and the First Amendment are collectively defined herein as the “Original Lease”; and

WHEREAS, Lessee has notified Lessor that Lessee is the successor-in-interest of AT&T under the Original Lease and has assumed the obligations of AT&T under the Original Lease; and

WHEREAS, the parties now wish to enter into this Lease to replace and supersede the Original Lease for the purposes set forth, and in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Termination of Original Lease.**

Lessor is the current lessor and Lessee is the current lessee under the Original Lease. Lessor and Lessee agree that the Original Lease will automatically terminate as of the Commencement Date of this Lease. Notwithstanding the foregoing, any and all obligations of the parties accruing under the Original Lease prior to its termination and the obligations of the parties that expressly survive the Original Lease shall survive such termination, including any amounts that were due and payable by Lessee thereunder prior to such termination.

**2. Leased Premises.**

Lessor is the owner of a parcel of land located at 5755 Revercomb Court (also known as 5645 Revercomb Court), in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as 0674-01-022A and 0674-01-022B, and described in that Deed recorded in Book 1418, Page 500 in the Clerk’s Office of the Circuit Court for Fairfax County (hereinafter referred to as the **“Parcel”**). A portion of the Parcel that constitutes approximately 2,509 square

Firing Range  
BU 857032  
Fixed Asset #: 10106241  
PPAB 3637512v19

feet of ground space is delineated as the “Tower Lease” on **Exhibit A** attached hereto and incorporated herein, and is described as the “Tower Lease” by metes and bounds in **Exhibit B** attached hereto and incorporated herein (hereinafter those portions of Exhibit A and Exhibit B delineated and described as the “Tower Lease” will be referred to as the “**Premises**”). Lessor is willing to permit Lessee to use the Premises for the purposes set forth in this Lease and in accordance with the terms and conditions set forth in this Lease. Lessee will operate its Facilities, as defined below, on the Premises.

“**Facilities**,” as used herein, means Lessee’s wireless communications facility, which includes a monopole, equipment pad, power, and telephone utility pedestals, cabinets, related cables and utility lines, and a location-based system, including without limitation, coaxial cables, base units and other associated antennas, equipment, cables, accessories and improvements, as more specifically described on **Exhibit A** attached hereto.

### **3. Use of Premises.**

(a) Lessee’s Facilities are presently installed on the Premises and any modifications to the Facilities must comply with all of the conditions of this Lease, including those requirements set forth in Section 7.

(b) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises in the configuration shown on **Exhibit A**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the Premises to install, operate, maintain, repair, replace, protect and secure the Facilities as set forth herein or as subject to the written approval of Lessor.

(c) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 7, the right to install and operate underground electric lines from Lessee’s meter to the Facilities and communication lines from the termination point of the communication utilities supplying communication service to the Facilities as shown on **Exhibit A**. Lessee acknowledges it has previously filed the necessary application(s) for utility easements and paid all fees for such in a separate process through the Planning Division of the Department of Planning and Zoning, and all utilities currently required by Lessee are installed.

(d) All portions of the Facilities brought onto the Premises by Lessee, whether prior to commencement of this Lease or subsequent to commencement of this Lease, shall remain the Lessee’s personal property and, at Lessee’s option, may be removed by Lessee at any time during the term, as long as Lessee is not in default. Upon termination of this Lease, the Facilities and any foundation shall be removed entirely from the Premises by Lessee no later than one hundred twenty (120) days after the date of the termination of this Lease. Lessee shall restore the surface of the Premises to an open area to the reasonable satisfaction of Lessor, which is free of any equipment, foundations, concrete mounting pads, and grounding devices, and which has been graded and seeded. All Facilities shall be vacated at the Lessee’s expense. Within one hundred twenty (120) days after receipt of written notice from Lessor, Lessee, at Lessee’s expense, shall use commercially reasonable efforts to remove any utility easements to which Lessee is a party (as shown in the public record) and that are encumbering the Premises.

(e) Lessor grants Lessee a non-exclusive irrevocable license, which will be in effect until the expiration or earlier termination of this Lease, for ingress and egress to the Premises, together with the right to replace and maintain existing utility wires, poles, cables, conduits and pipes thereon and therein, as may be shown on **Exhibit A**. If Lessee obtains Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed, Lessee may install additional wires, poles, cables, conduits and pipes thereon and therein in the event any such additional utilities are necessary during the term of this Lease, but not otherwise; and Lessor grants Lessee a non-exclusive irrevocable license to the extent of the Lessor's interest therein, which will be in effect until the expiration or earlier termination of this Lease, to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for operation, maintenance, unscheduled repairs and emergencies.

(f) Except for the Premises (as described in **Exhibit A**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(g) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 11); except as allowed by applicable law for the use of sealed batteries for emergency back-up, any fire suppression system, small quantities of cleaning products ordinarily used by commercial businesses and fuel in Lessee's backup generator(s), if any. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Parcel in violation of any law or regulation. This paragraph shall survive the termination of this Lease.

(h) Any modifications of the Facilities or the addition of new Facilities must comply with Section 7 of this Lease and shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Lease, by Lessor or any other party and no such modification or addition shall interfere with the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.

#### 4. Term.

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease hereby granted (“**Term**”) shall be for a term commencing upon October 1, 2018 (“**Commencement Date**”) and expiring at 11:59 P.M. on September 30, 2023. Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Lease if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; or (iii) interference by or to Lessee’s operation cannot be resolved. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within thirty (30) days after the occurrence of any of the foregoing described events which is the basis of termination. In addition to the foregoing termination rights, Lessee shall have the right to terminate this Lease at any time with twelve (12) months prior written notice if Lessee is unable to use the Premises or its equipment located thereon due to changes in technology or to changes in Lessee’s or any of its customers’ networks.

(b) If all or any part of the Premises or if all or any part of the Parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purposes hereunder, then, at Lessee’s option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor, provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Premises under the terms and conditions hereunder, provided Lessor’s obligations under this Lease are not altered.

(c) Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph 4(c) for five (5) additional periods of five (5) years (each a “**Renewal Term**”) upon the same terms and conditions contained herein; provided, however, that the annual lease fee provided for in Section 5 shall be adjusted at the commencement of each Renewal Term as provided in Section 5. This Lease hereby granted shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to the other party of its intention not to permit this Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Lease to the Term hereof shall include, where appropriate, all Renewal Terms so effected. Lessor shall have the right to terminate this Lease if Lessor’s governing body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to

Lessee. If all Renewal Terms are exercised and if not sooner terminated, this Lease shall expire on September 30, 2048.

## 5. Rent and Security Deposit.

(a) Lessor and Lessee acknowledge the annual rent amount for the year beginning on Commencement Date, and ending September 30, 2019, is Forty-One Thousand Seven Hundred Forty-Six and 20/100 Dollars (\$41,746.20) (the “**Annual Rent**”). Lessee has paid the Annual Rent amount in monthly installments for the period beginning on the Commencement Date through the Effective Date pursuant to the terms of the Original Lease. Commencing on the Effective Date and on the anniversary of the Commencement Date each year thereafter, the Annual Rent shall be paid in one annual payment.

(b) Commencing on October 1, 2019, and every year thereafter (each an “Adjustment Date”), the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the year immediately preceding the Adjustment Date.

(c) The first Annual Rent payment shall be due and payable on the first day of the second month following the Effective Date, which payment shall be prorated for any monthly installments paid by Lessee prior to the payment of the first Annual Rent payment for the October 1, 2018 lease year. Thereafter, the Annual Rent payments shall be paid on or before the anniversary of the Commencement Date without notice, demand, deduction or setoff. If Lessee fails to pay any annual installment of the Annual Rent by the fifth (5<sup>th</sup>) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(d) Lessee agrees to pay a security deposit to the Lessor in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) by the Commencement Date of this Lease (“**Security Deposit**”). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of the Lease, provided the Lessee has performed all obligations under this Lease through the date of termination. In the event that Lessee does not remove all of the Facilities from the Premises as set forth in Paragraph 3(d) of this Lease, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Facilities. In the event that Lessor has in its possession any security deposit from the Original Lease, such amount shall be credited to the Security Deposit required hereunder and Lessee shall be required to pay the difference.

## 6. Administrative Fee.

Lessee shall pay Lessor’s reasonable administrative fees for preparing, reviewing and negotiating this Lease in the sum of Two Thousand and 00/100ths Dollars (\$2,000.00), which shall be due and payable on or before thirty (30) days following execution of this Lease by both parties.

Firing Range  
BU 857032  
Fixed Asset #: 10106241  
PPAB 3637512v19

**7. Modification of the Premises.**

(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions provided in **Exhibit A** and no additional approval of same is necessary because the Facilities are constructed and operational as of the Commencement Date of this Lease.

(b) Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(c) From the Effective Date of this Lease and before commencement of any modifications of the Facilities, Lessee shall submit to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, delayed or denied, the following:

- (i) a set of modification construction plans certified by a professional engineer satisfactory to Lessor which states that the modifications will be in compliance with all applicable laws, rules and regulations.
- (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed modifications to the existing telecommunications tower will sustain the loads required by the equipment to be installed upon it.
- (iii) copies of all applicable approved permits and Governmental Approvals.
- (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review. The permits and approvals required in subsection 7(c)(iii) and (iv), together with all other applicable permits, licenses and other approvals that may be required by any federal, state or local authorities for the purpose of operating the Facilities, are defined as "Governmental Approvals."

All of the preceding documents required to receive Lessor's approval shall be referred to as the "**Modification Documents**."

(d) After Lessee's submission of the Modification Documents, Lessor shall notify Lessee within thirty (30) days whether it deems the Modification Documents to be satisfactory. If the Modification Documents are deemed satisfactory, Lessor shall provide a signed letter consenting to the equipment modifications at the time of its notification. Should the Lessor determine the Modification Documents are unsatisfactory, Lessor shall provide a written explanation of the defects with its notification. Lessee shall then revise the Modification Documents to remedy the defects noted by Lessor and re-submit the Modification Documents for Lessor's review pursuant to this paragraph.

(e) The Modification Documents will not be considered approved until Lessor provides a signed letter consenting to the equipment modifications. Lessee agrees that no modification to the Facilities will be performed until Lessor provides such letter.

(f) All modifications will comply with the terms set forth in this Lease and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.

(g) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the modifications. If damage to the Parcel, equipment, or both, occurs then Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(h) If the modification of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

(i) Notwithstanding the prior terms of this Paragraph 7, Lessee shall be permitted to make operational, maintenance, and emergency repairs without Lessor's consent so long as said maintenance and repairs do not change the size or number of antennas, or overall appearance of the structure.

(j) Notwithstanding sub-paragraphs (a) through (i) above, if a 6409(a) or 2232 application is required pursuant to the applicable laws, codes, ordinance or regulations, then Lessee must obtain approval of such application as provided above.

## **8. Interference.**

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel or the use of the Parcel by any parties to whom Lessor has granted rights prior to the date of the Original Lease.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within four (4) hours after receipt of notification, whether oral or written, from the Lessor and if the interference is not corrected within forty-eight (48) hours after receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced.

(c) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing or previously approved on the Parcel as of the Effective Date of this Lease. In the event the

Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor, and if the interference is not corrected within ten (10) days of receipt of written notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said ten (10) days), Lessee shall power down the Facilities that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) After the Effective Date, Lessor will not grant a lease or any other interest in the Parcel to permit any use of the Parcel which would cause interference with Lessee's Facilities at the Premises.

## **9. Condition of the Premises.**

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

## **10. Maintenance and Repairs of Facilities.**

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the Term of this Lease. Lessee shall diligently respond as soon as practicable to any reasonable request by Lessor for any such maintenance or repair.

## **11. Indemnification.**

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's subtenants, agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Lease; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of

any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify or hold Lessor harmless for claims solely arising out of the negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.

## **12. Insurance.**

(a) Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Lessor as an additional insured, and shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to Lessor, and shall otherwise be reasonably satisfactory to Lessor. The required limits may be met by a combination of primary and excess or umbrella insurance. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company authorized to do business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the Term of this Lease, (ii) each anniversary of the policy renewal date, (iii) a change in coverage, and (iv) at any other time during the Term of this Lease upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of its Facilities. In the event of damage to or destruction of the Facilities, neither Lessee nor Lessor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Lease upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 16 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of the Facilities and for restoration of the Premises in accordance with Paragraph 3(d) and this provision shall not limit such obligation.

(c) Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

## **13. Liens.**

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or

materialmens' liens shall be filed affecting the Parcel and arising from work, labor, services, or materials supplied by or on behalf of Lessee, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.

#### **14. Compliance with Laws.**

Lessee shall, at its expense, throughout the Term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby. Lessor agrees to cooperate with Lessee at Lessee's expense as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's equipment and provided that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

#### **15. Representations and Warranties.**

(a) Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (iii) the person executing this Lease on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease.

(b) Lessor represents to Lessee (i) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (ii) the person executing this Lease on its behalf has been duly authorized to do so, and (iii) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease. The Premises is owned by Lessor free and clear of any mortgage, deed of trust, lien, or right of any individual or entity arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Lessee arising under this Lease and the rights of utility providers under recorded easements.

#### **16. Termination.**

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 3(d) of this Lease, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the Premises more than one hundred twenty (120) days after the expiration or termination of this Lease, Lessee shall pay to Lessor for such holding over a hold over fee per month equal to 10.5% of the Annual Rent that was in effect immediately prior to such expiration or termination. The fee for such holding over

shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Lease, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the holdover fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 3(g), 11, 13, 16, 19 and 23 of this Lease shall survive termination of this Lease.

**17. Default.**

(a) If Lessee shall fail to pay when due any of the installments of the Annual Rent provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of Annual Rent installments or the payment of any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Lease, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Lease at its sole discretion and pursue its remedies hereunder, at law or in equity. Termination shall be effective upon providing written notice to Lessee.

(b) Lessor and Lessee agree that Lessee's failure to comply with the Facility modification process as outlined in Paragraph 7 will be considered an Event of Default and Lessor may terminate this Lease at its sole discretion and pursue its remedies at law or in equity.

(c) The failure of either party to this Lease to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision.

**18. Authorized Representative**

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee ("**Authorized Representatives**") who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

LESSOR:

Name:	Kaylynn Kingery
Title:	Leasing Manager
Email Address:	<a href="mailto:Kaylynn.kingery@fairfaxcounty.gov">Kaylynn.kingery@fairfaxcounty.gov</a>
Direct Phone Line:	703-324-2836

Firing Range  
BU 857032  
Fixed Asset #: 10106241  
PPAB 3637512v19

LESSEE:

Name: NCWPCS MPL 27 – Year Sites Tower Holdings  
LLC  
Email Address: [LOHD@crowncastle.com](mailto:LOHD@crowncastle.com)  
Direct Phone Line: Landowners Helpline Desk - 866-482-8890

**19. Notices.**

Unless specifically noted otherwise, all notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Fairfax, Virginia  
Attn: Leasing Manager  
12000 Government Center Parkway, Suite 424  
Fairfax, VA. 22035  
And County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Lessee:

NCWPCS MPL 27 - Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to: CCATT LLC  
Attn: Legal Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

**20. Assignment and Subletting.**

(a) Lessee may, upon notice to Lessor, assign this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall submit

Firing Range  
BU 857032  
Fixed Asset #: 10106241  
PPAB 3637512v19

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any requests for any requested consents of Lessor at least sixty (60) days before any assignment of this Lease. In the event of any assignment or sub-lease, Lessee agrees that it shall remain liable for all obligations hereunder.

(b) Lessee may sublease any portion or all of the Premises, upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

(c) In addition to the Annual Rent currently paid by Lessee to Lessor pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Subtenant"), Lessee agrees to pay to Lessor thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under the Lease. Lessee shall have sole discretion, subject to obtaining Lessor's prior written consent as required above, as to whether to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so; however, each Subtenant shall be subject to all obligations of this Lease irrespective of any contrary term that may be in such sublease, license or other similar agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

(d) Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

## **21. Quiet Enjoyment.**

Lessee shall be entitled to use and occupy the Premises during the Term hereof for the purposed herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

## **22. Miscellaneous.**

(a) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

(b) All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns.

(c) Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such memorandum, for no additional consideration, promptly upon Lessee's request. Within thirty (30) days from the expiration or earlier termination of this Lease, Lessee shall record a unilateral termination of any such memorandum with the appropriate recording officer. If Lessee fails to record the termination prior to the end of such thirty (30) day period and such failure is not remedied within fifteen (15) days following Lessee's receipt of written notice from Lessor requesting the same ("Notice Period"), Lessee shall pay to Lessor a monthly payment equal to one twelfth (1/12<sup>th</sup>) of the Annual Rent that was in effect immediately prior to such expiration or termination for each month thereafter during which a termination of the memorandum is not recorded pursuant to this Section 22(c). Any such payment shall be prorated for any partial month on a per diem basis. Lessor may, but is not required to, record a unilateral termination of the memorandum with the appropriate recording officer at any time following the expiration of the Notice Period. This Section 22(c) shall survive termination of this Lease.

### **23. Applicable Law.**

This Lease shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal on the day and year first written above.

LESSOR:

Board Of Supervisors of Fairfax County, Virginia

By: \_\_\_\_\_ (SEAL)

Name: Joseph M. Mondoro

Title: Chief Financial Officer

LESSEE:

NCWPCS MPL 27 - Year Sites Tower Holdings  
LLC, a Delaware limited liability company

By: CCATT LLC

a Delaware limited liability company

its Attorney-in-Fact

By:

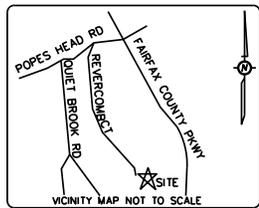
\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

[ATTACHED HERETO]



**PARENT PARCEL INFORMATION**  
 OWNER: BOARD OF SUPERVISORS FAIRFAX COUNTY  
 5755 REVERCOMB CT FAIRFAX VA 22030  
 PIN 0674-01-0022A  
 PIN 0674-01-0022B  
 DEED BOOK 1418 PAGE 500

**ZONING: R-C (RESIDENTIAL-PRESERVATION DISTRICT)**

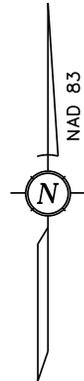
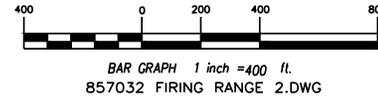
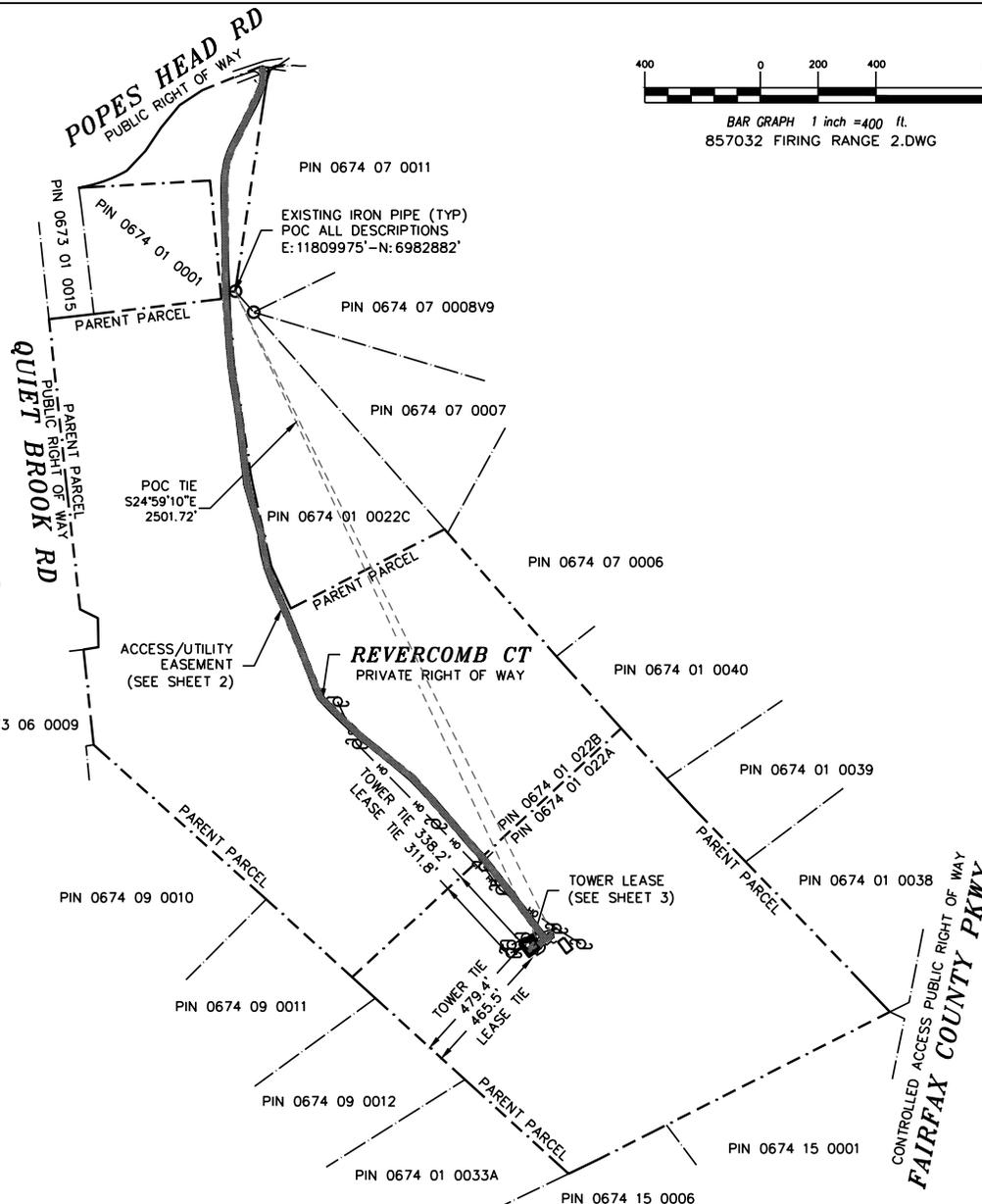
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER: 51059C0265E EFFECTIVE DATE: 9/17/2010

**LEGEND**

- : SET 5/8" REBAR, OR AS NOTED.
- : FOUND 1/2" REBAR, OR AS NOTED.
- : FOUND MONUMENT, OR AS NOTED.
- (---) : RECORD DESCRIPTION DATA.
- P.O.T. : POINT OF TERMINUS.
- P.O.B. : POINT OF BEGINNING.
- P.O.C. : POINT OF COMMENCEMENT.
- : FENCE AS NOTED.
- OH— : OVER HEAD UTILITY LINES.
- ⊙ : WOOD UTILITY POLE.
- ⊞ : ELECTRIC TRANSFORMER.
- ⊞ : TELCO PEDESTAL.
- ⊞ : HAND HOLE.
- N/A : NOT AVAILABLE
- ▼ : FLOOD LIGHT

AREA	SQUARE FEET	ACRE
PARENT PARCEL	1440046	33.06
TOWER LEASE	2509	0.06
TOWER COMPOUND	2509	0.06
ACCESS/UTILITY EASEMENT	69076	1.59

SHEET 1 OF 4



**AS-BUILT SURVEY**

PREPARED FOR  
**CROWN CASTLE**  
 2000 CORPORATE DR. CANONSBURG, PA 15317

**SITE: FIRING RANGE**  
**BUN: 857032**  
**ADDRESS: 6755 REVERCOMB CT**  
**FAIRFAX VA 22030**  
**FAIRFAX COUNTY**

**NATIONAL SURVEY SERVICES COORDINATION BY:**  
**GEOLINE SURVEYING, INC.**  
 13430 NW 104th Terrace, Suite A Alachua, FL 32615  
 Office: (386) 418-0500 Fax: (386) 462-9986  
 WWW.GEOLINEINC.COM

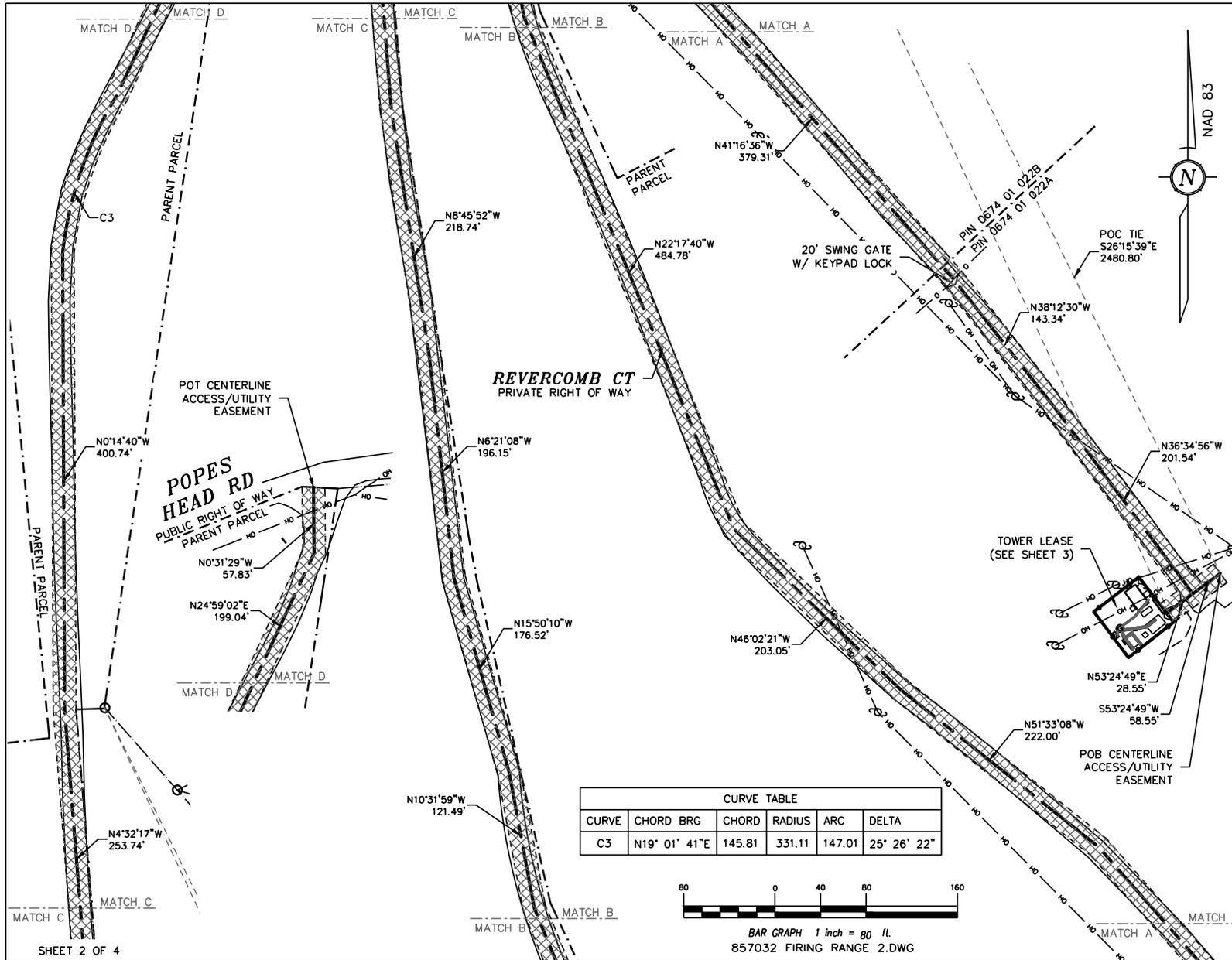
**SURVEY WORK PERFORMED BY:**  
**JONATHAN MURPHY**  
 Professional Land Surveying  
 10505 Leafwood Place (919) 280-8189  
 Raleigh NC 27613 FAX 995-9616  
 E-MAIL: ratigh@murphygeomatics.com FIRM C-2757

- SURVEYOR'S NOTES**
1. BASIS OF BEARING: VA GRID SOUTH ZONE NAD83
  2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
  3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
  4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED HEREON.
  5. ALL SYMBOLS SHOWN HEREON NOT DEPICTED TO SCALE.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY TO:  
 CROWN CASTLE.  
 MURPHY GEOMATICS  
 Jonathan Murphy  
 LAND SURVEYOR -  
 DATE: 2/20/2017





**AS-BUILT SURVEY**

PREPARED FOR  
**CROWN CASTLE**  
 2000 CORPORATE DR, CANONSBURG, PA 15317

**SITE: FIRING RANGE**  
**BUN: 857032**  
**ADDRESS: 5765 REVERCOMB CT**  
**FAIRFAX VA 22030**  
**FAIRFAX COUNTY**

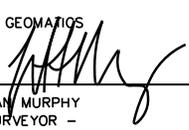
NATIONAL SURVEY SERVICES COORDINATION BY:

**GEOLINE SURVEYING, INC.**  
 13430 NW 104th Terrace, Suite A Alachua, FL 32615  
 Office: (386) 418-0500 Fax: (386) 462-9986  
 WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:  
**JONATHAN MURPHY**  
 Professional Land Surveying  
 10505 Leafwood Place (919) 280-8199  
 Raleigh NC 27613 FAX 995-9616  
 E-MAIL: jon@murphygeomatics.com FIRM C-2757

- SURVEYOR'S NOTES**
1. BASIS OF BEARING:  
VA GRID SOUTH ZONE NAD83
  2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
  3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
  4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED HEREON.
  5. ALL SYMBOLS SHOWN HEREON NOT DEPICTED TO SCALE.

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY TO:  
 CROWN CASTLE.

MURPHY GEOMATICS  
  
 JONATHAN MURPHY  
 LAND SURVEYOR -  
 DATE: 2/20/2017

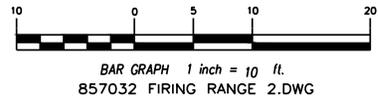
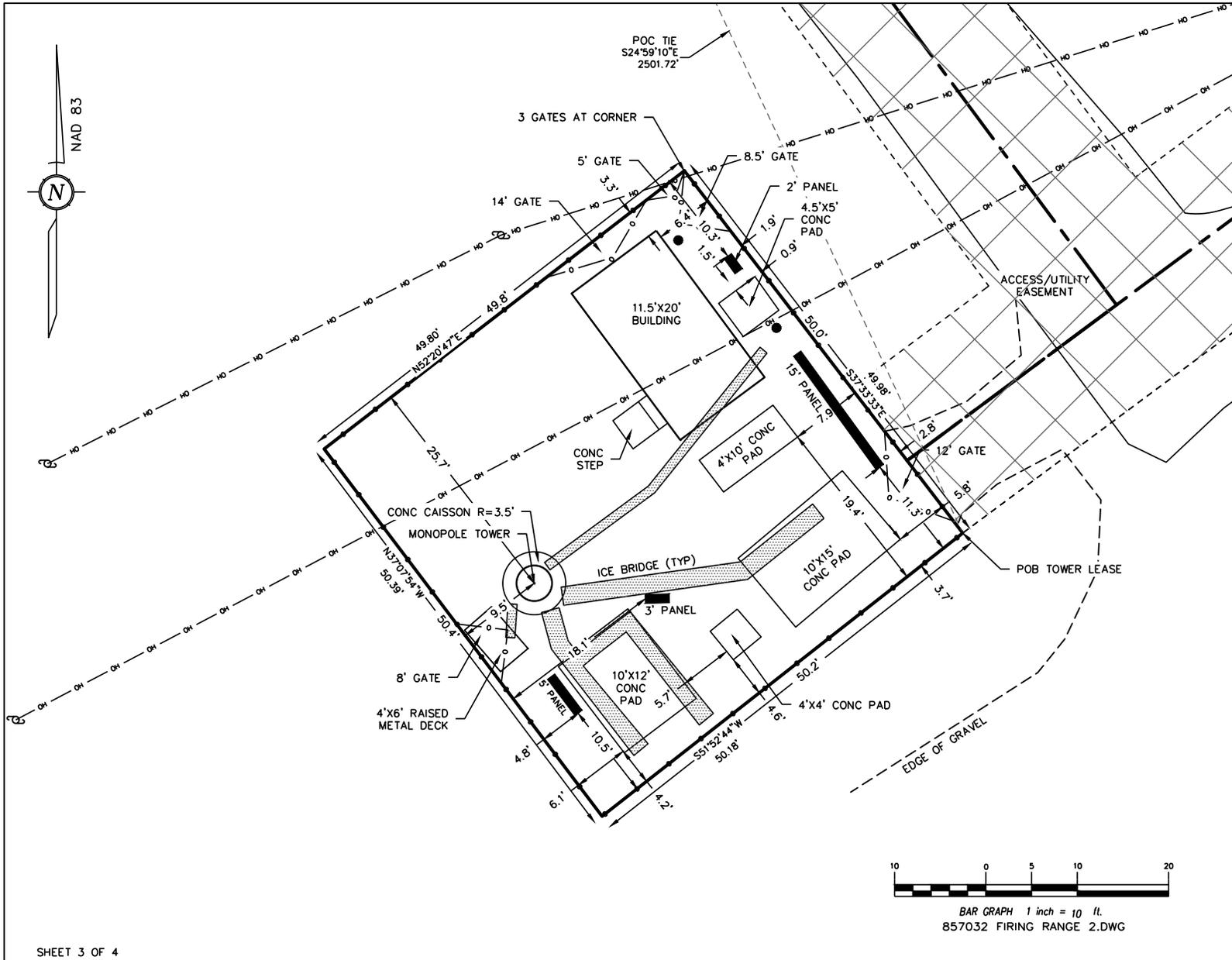


CURVE TABLE

CURVE	CHORD BRG	CHORD	RADIUS	ARC	DELTA
C3	N19° 01' 41"E	145.81	331.11	147.01	25° 26' 22"



BAR GRAPH 1 inch = 80 ft.  
 857032 FIRING RANGE 2.DWG



SHEET 3 OF 4

**AS-BUILT SURVEY**

PREPARED FOR  
  
 2000 CORPORATE DR. CANONSBURG, PA 15317

**SITE: FIRING RANGE**  
**BUN: 857032**  
**ADDRESS: 6765 REVERCOMB CT**  
**FAIRFAX VA 22030**  
**FAIRFAX COUNTY**

NATIONAL SURVEY SERVICES COORDINATION BY:

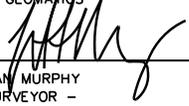
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SURVEY WORK PERFORMED BY:  
  
**Jonathan Murphy**  
 Professional Land Surveying  
 10505 Leafwood Place (919) 280-8189  
 Raleigh NC 27613 FAX 995-9616  
 E-MAIL: rsm@murphygeomatics.com FIRM C-2757

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 CROWN CASTLE.

MURPHY GEOMATICS  
  
 JONATHAN MURPHY  
 LAND SURVEYOR -  
 DATE: 2/20/2017



LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF FAIRFAX, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 1418 PAGE 500, FURTHER DESCRIBED AS:  
 COMMENCING FROM AN EXISTING IRON PIPE, FOUND ON SAID PARCEL, AND HAVING VIRGINIA (SOUTH ZONE) STATE PLANE COORDINATES E:11809975'-AND- N:6982882';  
 THENCE, S 24° 59' 10" E FOR A DISTANCE OF 2501.72 FEET TO THE POINT OF BEGINNING;  
 THENCE, S 51° 52' 44" W FOR A DISTANCE OF 50.18 FEET TO A POINT;  
 THENCE, N 37° 07' 54" W FOR A DISTANCE OF 50.39 FEET TO A POINT;  
 THENCE, N 52° 20' 47" E FOR A DISTANCE OF 49.80 FEET TO A POINT;  
 THENCE, S 37° 33' 33" E FOR A DISTANCE OF 49.98 FEET TO THE POINT OF BEGINNING, CONTAINING 2509 SQFT -AND- 0.06 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF FAIRFAX, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 1418 PAGE 500, FURTHER DESCRIBED AS:  
 COMMENCING FROM AN EXISTING IRON PIPE, FOUND ON SAID PARCEL, AND HAVING VIRGINIA (SOUTH ZONE) STATE PLANE COORDINATES E:11809975'-AND- N:6982882';  
 THENCE, S 26° 15' 39" E FOR A DISTANCE OF 2480.80 FEET TO THE BEGINNING OF A 20 FOOT ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;  
 THENCE, S 53° 24' 49" W FOR A DISTANCE OF 58.55 FEET TO A POINT;  
 THENCE, BACK IN THE OPPOSITE DIRECTION, N 53° 24' 49" E FOR A DISTANCE OF 28.55 FEET TO A POINT;  
 THENCE, N 36° 34' 56" W FOR A DISTANCE OF 201.54 FEET TO A POINT;  
 THENCE, N 38° 12' 30" W FOR A DISTANCE OF 143.34 FEET TO A POINT;  
 THENCE, N 41° 16' 36" W FOR A DISTANCE OF 379.31 FEET TO A POINT;  
 THENCE, N 51° 33' 08" W FOR A DISTANCE OF 222.00 FEET TO A POINT;  
 THENCE, N 46° 02' 21" W FOR A DISTANCE OF 203.05 FEET TO A POINT;  
 THENCE, N 22° 17' 40" W FOR A DISTANCE OF 484.78 FEET TO A POINT;  
 THENCE, N 10° 31' 59" W FOR A DISTANCE OF 121.49 FEET TO A POINT;  
 THENCE, N 15° 50' 10" W FOR A DISTANCE OF 176.52 FEET TO A POINT;  
 THENCE, N 06° 21' 08" W FOR A DISTANCE OF 196.15 FEET TO A POINT;  
 THENCE, N 08° 45' 52" W FOR A DISTANCE OF 218.74 FEET TO A POINT;  
 THENCE, N 04° 32' 17" W FOR A DISTANCE OF 253.74 FEET TO A POINT;  
 THENCE, N 00° 14' 40" W FOR A DISTANCE OF 400.74 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 25° 26' 22", HAVING A RADIUS OF 331.11 FEET, AND WHOSE LONG CHORD BEARS N 19° 01' 41" E FOR A DISTANCE OF 145.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.  
 THENCE, N 24° 59' 02" E FOR A DISTANCE OF 199.04 FEET TO A POINT;  
 THENCE, N 00° 31' 29" W A DISTANCE OF 57.83 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF POPES HEAD ROAD, A DEDICATED PUBLIC RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF TERMINUS CONTAINING 69076 SQFT -AND- 1.59 ACRES.

AS-BUILT SURVEY  
 PREPARED FOR



2000 CORPORATE DR. CANONSBURG, PA 15317

**SITE: FIRING RANGE**  
**BUN: 657032**  
**ADDRESS: 6756 REVERCOMB CT**  
**FAIRFAX VA 22030**  
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SURVEYOR'S NOTES

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I HEREBY CERTIFY TO:  
 CROWN CASTLE.

MURPHY GEOMATICS

*[Signature]*

JONATHAN MURPHY  
 LAND SURVEYOR -  
 DATE: 2/20/2017



## **EXHIBIT B**

### **TOWER LEASE**

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Firing Range  
BU 857032  
Fixed Asset #: 10106241  
PPAB 3637512v19

Board Agenda Item  
February 19, 2019

4:30 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern