

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 7, 2019**

AGENDA

- | | | |
|-------|----------------|---|
| 8:30 | Done | Shark Tank Reception, J. Lambert Conference Center, Conference Rooms 9/10 |
| 8:30 | Done | Foster Care Reception, J. Lambert Conference Center, Conference Room 7 |
| 9:30 | Done | Presentations |
| 10:00 | Adopted | Board Adoption of the FY 2020 Budget Plan |
| 10:10 | Done | Items Presented by the County Executive |

**ADMINISTRATIVE
ITEMS**

- | | | |
|---|-----------------|---|
| 1 | Approved | Extension of Review Period for 2232 Applications (Dranesville, Lee, and Sully Districts) |
| 2 | Approved | Authorization to Advertise a Public Hearing to Convey Board-Owned Property on Autumn Willow Drive to the Fairfax County Redevelopment and Housing Authority (Springfield District) |
| 3 | Approved | Proposed Addition of a Portion of Cinder Bed Road (Route 637) to the Secondary System of State Highways (Mount Vernon District) |
| 4 | Approved | Supplemental Appropriation Resolution AS 19224 for the Department of Information Technology (DIT) to Accept a Department of Homeland Security Urban Areas Security Initiative Subgrant Award from the Government of the District of Columbia Homeland Security and Emergency Management Agency |
| 5 | Approved | Authorization for the Fairfax-Falls Church Community Services Board to Apply for and Accept Grant Funding from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for an Adult Drug Court Discretionary Grant Program to Support the Veterans Treatment Docket |
| 6 | Approved | Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Virginia Early Childhood Foundation for the Mixed-Delivery Preschool Grant Program |
| 7 | Approved | Approval of "\$200 Additional Fine for Speeding" and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Dranesville and Springfield Districts) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 7, 2019**

ACTION ITEMS

- | | | |
|------------------|-----------------|---|
| 1 | Approved | Approval for the Health Department to Donate Health Clinic Equipment |
| 2 | Approved | Approval of a Letter Agreement with the Fairfax County Park Authority for the Release of the Requirement to Construct a Portion of Giles Run Road (Mount Vernon District) |
| 3 | Approved | Approval of and Authorization to Execute an Agreement with the Virginia Department of Rail and Public Transportation Concerning Payment of Funding to the Washington Metropolitan Area Transit Authority Capital Fund |
| 4 | Approved | Approval of a Resolution Endorsing Projects for Submission to the Northern Virginia Transportation Commission for the Fiscal Year 2020 I-395/I-95 Commuter Choice Program (Mason, Lee and Mount Vernon Districts) |
| 10:20 | Done | Matters Presented by Board Members |
| 11:10 | Done | Closed Session |
| 3:00
Action 5 | Approved | Board Approval of a Minor Variation Request for RZ 93-L-023 by Frontier Drive Metro Center, L.P. to Modify Proffer 8 by Adding Façade Colors, Specifically the Colors “Creamy White/Off White” to the Trim (Cupolas and Cornices), and “Black Fox or Other Contrasting Color” to the Canopies, Storefronts, and Metal Trim (Lee District) |

**PUBLIC
HEARINGS**

- | | | |
|------|---|--|
| 3:30 | Deferred to 5/21/19
at 3:30 p.m. | Public Hearing on PCA 2011-PR-023-02/CDPA 2011-PR-023-02 (Cityline Partners LLC) (Providence District) |
| 3:30 | Deferred to 5/21/19
at 3:30 p.m. | Public Hearing on PCA 2011-PR-023-03 (Cityline Partners LLC) (Providence District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 7, 2019**

**PUBLIC
HEARINGS
(Continued)**

- | | | |
|------|---|--|
| 3:30 | Deferred to 6/4/19
at 3:30 p.m. | Public Hearing on RZ 2016-DR-027 (Pomeroy/Clark I, LLC)
(Dranesville District) |
| 3:30 | Deferred to 6/4/19
at 3:30 p.m. | Public Hearing on PCA-C-637-4 (Pomeroy/Clark I, LLC)
(Dranesville District) |
| 3:30 | Deferred to 6/4/19
at 3:30 p.m. | Public Hearing on RZ 2017-DR-012 (Pomeroy Companies,
Inc/Pomeroy Investments, Inc., TR) (Dranesville District) |
| 3:30 | Deferred to 6/4/19
at 3:30 p.m. | Public Hearing on PCA-C-637-05 (Pomeroy Investments Inc.,
TR) (Dranesville District) |
| 3:30 | Approved | Public Hearing on SE 2018-MV-021 (Starbucks Coffee
Company) (Mount Vernon District) |
| 3:30 | Deferred to 5/21/19
at 3:30 p.m. | Public Hearing on SEA 88-D-008 (VA. Electric & Power Co.,
D/B/A Dominion Energy Virginia) (Providence District) |
| 4:00 | Approved | Public Hearing to Lease County-Owned Property at 1613 Great
Falls Street to Westgate Child Center and Lewinsville Montessori
School (Dranesville District) |
| 4:00 | Approved | Public Hearing on Proposed Plan Amendment 2018-III-DS1,
Land Unit J of the Dulles Suburban Center, Located East and
West of Route 28, South of Old Lee Road and Walney Road,
and North of Braddock Road, Stonecroft Boulevard, and Poplar
Tree Road (Sully District) |
| 4:00 | Approved | Public Hearing on SE 2018-DR-010 (VIP Walker Road, LLC)
(Dranesville District) |
| 4:00 | Indefinitely Deferred | Public Hearing on RZ 2015-PR-014 (1690 Old Meadow
Holdings, LLC) (Providence District) |
| 4:00 | Indefinitely Deferred | Public Hearing on SE 2015-PR-029 (1690 Old Meadow
Holdings, LLC) (Providence District) |
| 4:30 | Cancelled | Public Hearing on the Acquisition of Certain Land Rights
Necessary for the Construction of Springfield Multi-Use Transit
Hub (Lee District) |

REVISED



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

Tuesday
May 7, 2019

9:30 a.m.

PRESENTATIONS

- PROCLAMATION — To designate May 7, 2019, as Holocaust Remembrance Day in Fairfax County. Requested by Chairman Bulova.
- CERTIFICATE — To recognize Chantilly High School for winning a 2019 First Amendment Press Freedom Award. Requested by Supervisors Smith and Herry.
- CERTIFICATE — To recognize the Shark Tank Technology Challenge students for their achievements and contributions to our community. Requested by Supervisor Herry.
- PROCLAMATION — To designate May 2019 as Older Americans and Adult Abuse Prevention Month in Fairfax County. Requested by Supervisor Herry.
- PROCLAMATION — To designate May 5-11, 2019, as Child Care Professionals Week in Fairfax County. Requested by Chairman Bulova.

— more —

Board Agenda Item
May 7, 2019

- PROCLAMATION — To designate May 9, 2019, as Children’s Mental Health Awareness Day in Fairfax County. Requested by Supervisor Hudgins.
- PROCLAMATION — To designate May 2019 as Foster Care Awareness Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION — To designate June 2019 as Fatherhood Awareness Month in Fairfax County. Requested by Supervisor Hudgins.
- PROCLAMATION — To designate May 7, 2019, as Peace Officers Memorial Day and May 11-18, 2019, as Police Week in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION — To designate May 19-25, 2019, as Public Works Week 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
May 7, 2019

10:00 a.m.

Board Adoption of the FY 2020 Budget Plan

ENCLOSED DOCUMENTS:

Attachment 1 - FY 2020 Budget package is available online on Monday, May 7, 2019 at:
<http://www.fairfaxcounty.gov/dmb/>

STAFF:

Bryan J. Hill, County Executive
Joseph Mondoro, Chief Financial Officer
Christina Jackson, Deputy Director, Department of Management and Budget

Board Agenda Item
May 7, 2019

10:10 a.m.

Items Presented by the County Executive

Board Agenda Item
May 7, 2019

ADMINISTRATIVE – 1

Extension of Review Period for 2232 Applications (Dranesville, Lee, and Sully Districts)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following applications: 2232-D18-11, 2232-L18-33, and 2232-Y18-35.

TIMING:

Board action is required May 7, 2019, to extend the review period for the applications noted above before their expiration date.

BACKGROUND:

Subsection B of *Section 15.2-2232* of the *Code of Virginia* states: “Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval.” The need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

The review period for the following applications should be extended:

2232-D18-11 Fairfax County Park Authority
McLean Central Park
1468 Dolley Madison Boulevard
McLean, VA
Dranesville District
Accepted June 21, 2018
Extend to November 17, 2019 (2nd Extension)

2232-L18-33 Fairfax County Park Authority
Franconia District Park
6432 Bowie Drive
Springfield, VA
Lee District
Accepted March 28, 2019
Extend to April 27, 2020

Board Agenda Item
May 7, 2019

2232-Y18-35 Fairfax County Water Authority
Willard Road Distribution and Maintenance Facility
14925 Willard Road
Chantilly, VA
Sully District
Accepted March 28, 2019
Extend to April 27, 2020

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
Rachel Flynn, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning, DPZ
Michelle K. Stahlhut, Chief, Facilities Planning Branch, Planning Division, DPZ
Douglas W. Hansen, Senior Planner, Facilities Planning Branch, Planning Division, DPZ

Board Agenda Item
May 7, 2019

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Convey Board-Owned Property on Autumn Willow Drive to the Fairfax County Redevelopment and Housing Authority (Springfield District)

ISSUE:

Authorization of the Board of Supervisors to advertise a public hearing regarding the conveyance of Board-owned property located along Autumn Willow Drive to the Fairfax County Redevelopment and Housing Authority (FCRHA).

RECOMMENDATION:

The County Executive recommends that the Board authorize a public hearing regarding the proposed conveyance of Board-owned property to the FCRHA.

TIMING:

Board action is requested on May 7, 2019, to provide sufficient time to advertise the proposed public hearing on June 4, 2019, at 4:00 p.m.

BACKGROUND:

The Board of Supervisors is the owner of an approximately 11-acre parcel located near the intersection of Stringfellow Road and Autumn Willow Drive and identified by Tax Map No. 0553 01 0026B (Autumn Willow Property). This vacant parcel is situated within a residential area, and was originally part of a larger parcel that included 17.7 acres of land (Parcel 26C) to the north that are improved with recreational fields and 9.6 acres of open space (Parcel 26A) to the south that are located within the non-buildable Resource Protection Area. The fields and open space were conveyed by the Board to the Fairfax County Park Authority in 2013.

The FCRHA is evaluating the possibility of partnering with a private developer pursuant to the terms of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) to construct up to 180 affordable senior housing units on the Property. The creation of a new housing community for adults 62 years or older with low to moderate incomes (the Project) anticipates a rezoning and a special exception. These applications would be reviewed at public hearings by both the Planning Commission and the Board. The public will be afforded several opportunities to comment on the design of the Project and its possible impacts on the surrounding communities. Initial public outreach efforts are expected to begin as soon as the PPEA selection process is completed.

Board Agenda Item
May 7, 2019

Staff recommends that the conveyance of the Autumn Willow Property to FCRHA be subject to the condition that the parcels must be used in connection with the Project. In the event the FCHRA no longer pursues the Project, the Authority will transfer ownership of the property back to the Board. Staff further recommends that the conveyance be made subject to the County's reservation of the right to assign to public entities, public utilities, or telecommunications or cable television providers the right to construct improvements on the property for the purpose of providing utilities and other public services. Staff also recommends that any public utilities located on the property that are owned and maintained by County agencies, such as sanitary sewers and stormwater management facilities and structures, continue to be owned and maintained by the County.

To allow the developer selected through the PPEA process to initiate the rezoning process for the affordable senior housing project, it is necessary for the Board to transfer fee simple ownership of the Autumn Willow Property to FCRHA, which would in turn grant agency to the selected developer for the limited purpose of rezoning and obtaining other necessary governmental approvals for the site. Because Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may dispose of any real property, staff recommends that the Board authorize staff to advertise a public hearing to convey the Autumn Willow Property to the FCRHA.

FISCAL IMPACT:

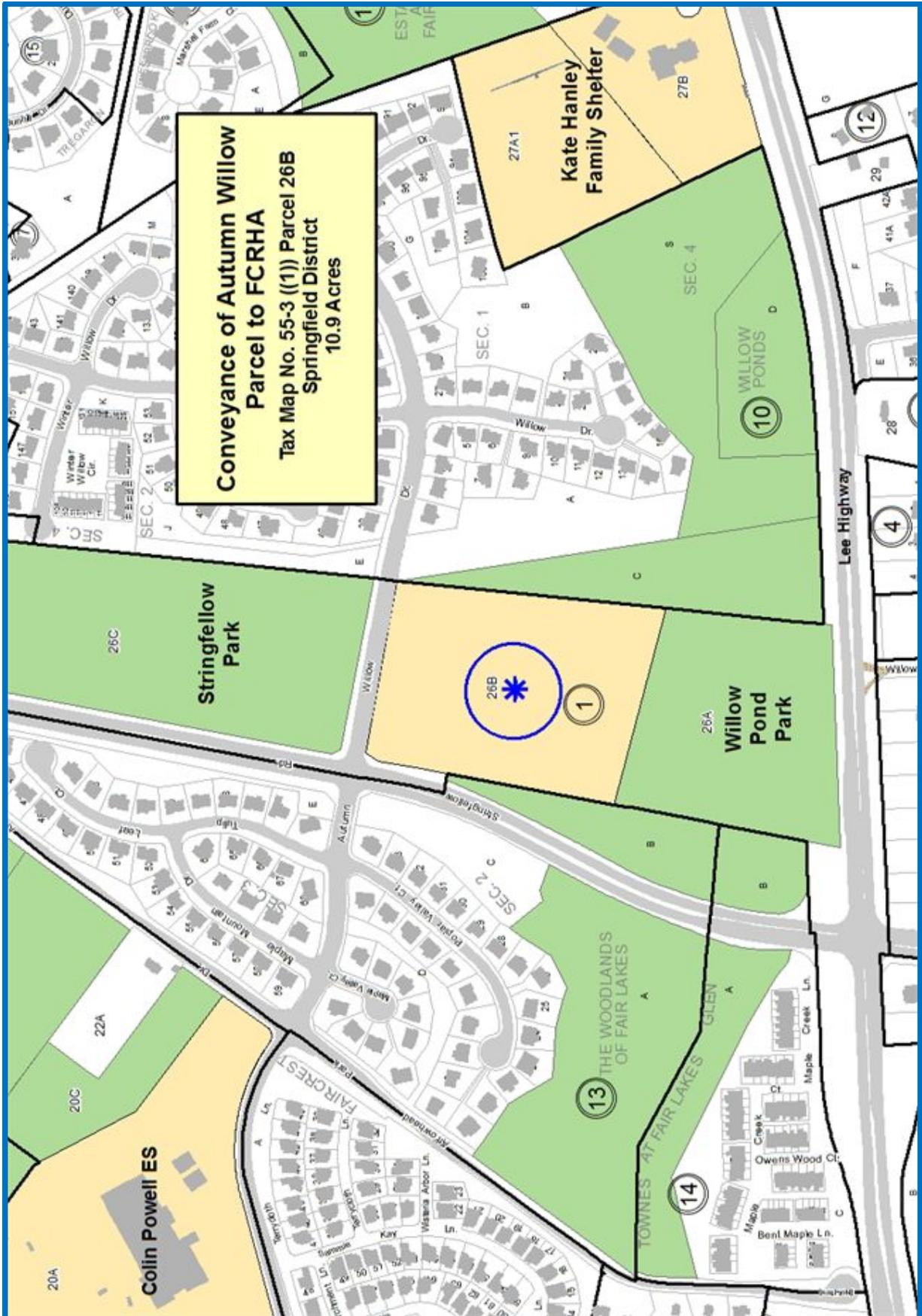
None

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map
Attachment 2 – Resolution

STAFF:

Joseph M. Mondoro, Chief Financial Officer
Rachel O'Dwyer Flynn, Deputy County Executive
Tisha Deeghan, Deputy County Executive
Thomas E. Fleetwood, Director, Housing and Community Development
José A. Comayagua, Director, Facilities Management Department
Mike Lambert, Assistant Director, Facilities Management Department



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 at Fairfax, Virginia, on Tuesday, June 4, 2019, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Board of Supervisors owns approximately 11 acres of land in Springfield District near the intersection of Stringfellow Road and Autumn Willow Drive, identified as Tax Map Parcel No. 0553 01 0026B (the Autumn Willow Property),

WHEREAS, the Fairfax County Redevelopment and Housing Authority has requested the Board of Supervisors to transfer the Autumn Willow Property to the FCRHA for incorporation into an affordable senior housing development,

WHEREAS, the Board has no current or planned use for the Autumn Willow Property,

WHEREAS, the Board finds that it would be in the best interest of the residents of Fairfax County to convey the real property as described above to the FCRHA.

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the County Executive is hereby authorized to execute all necessary documents to convey the real property described above to the FCRHA.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
May 7, 2019

ADMINISTRATIVE - 3

Proposed Addition of a Portion of Cinder Bed Road (Route 637) to the Secondary System of State Highways (Mount Vernon District)

ISSUE:

Board adoption of the attached resolution requesting the addition of a portion of Cinder Bed Road (Route 637) to the Secondary System of State Highways (Secondary System).

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment I) requesting that a portion of Cinder Bed Road be added to the Secondary System of State Highways (Secondary System).

TIMING:

Routine.

BACKGROUND:

The Fairfax County Department of Transportation (FCDOT) is requesting that a portion of Cinder Bed Road be added to the Secondary System of State Highways (Secondary System) as part of the County's project to realign the northern intersection of Cinder Bed Road and Newington Road. The abandonment of the old Cinder Bed Road alignment was approved by the Board of Supervisors on January 22, 2019, and the previous intersection has been replaced with a new right-angle intersection to the north.

Pursuant to Virginia Code Section 33.2-705 of The Code of Virginia of 1950, as amended, FCDOT and the Virginia Department of Transportation (VDOT) request Board adoption of the attached resolution to facilitate acceptance of the portion of Cinder Bed Road associated with VDOT's plan number 5G25-054-000 (Attachment III) into the Secondary System of State Highways.

FISCAL IMPACT:

None.

Board Agenda Item
May 7, 2019

ENCLOSED DOCUMENTS:

Attachment I: Resolution

Attachment II: Location Map

Attachment III: Preliminary Composite Plat prepared by VDOT depicting the addition

Attachment IV: VDOT Street Acceptance Form

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Division Chief, Site Analysis & Transportation Planning Division,
FCDOT

Jeffrey Hermann, Section Chief, Site Analysis, FCDOT

Michelle Guthrie, Site Analysis, FCDOT

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center in Fairfax, Virginia, on May 7, 2019, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Board of Supervisors requests acceptance of the New Alignment of Cinder Bed Road (Route 637) into the Secondary System of State Highways; and

WHEREAS, the construction and realignment of said portion of Cinder Bed Road (Route 637) is complete; and

NOW THEREFORE BE IT RESOLVED, Pursuant to Virginia Code Section 33.2-705 of *The Code of Virginia of 1950*, as amended, the Virginia Department of Transportation is requesting to add to the Secondary System of Fairfax County the street shown in the attached documents, listed following and herein by reference:

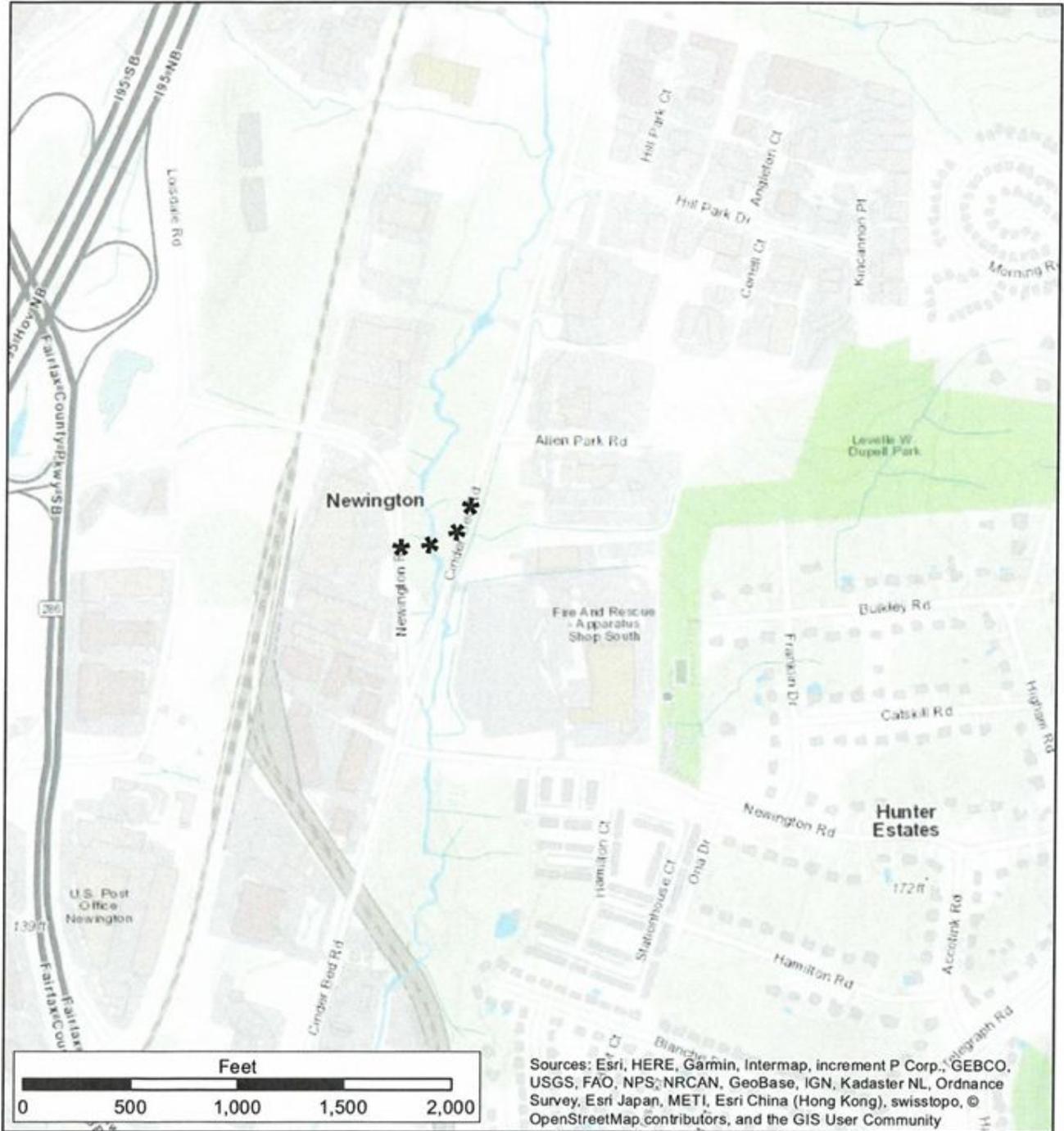
Realigned portion of Cinder Bed Road (Route 637) as indicated and as shown on the Composite Plat dated July 30, 2018, inserted as Attachment III of this document, with a total of 0.08 miles (429 feet)

AND FURTHER BE IT RESOLVED, this Board does guarantee the Commonwealth of Virginia an unrestricted right-of-way as indicated above with the necessary easements for cuts, fills, and drainage, and hereby invokes the May 11, 1993, Comprehensive Stormwater Detention Agreement between the Board and The Virginia Department of Transportation.

A Copy Teste:

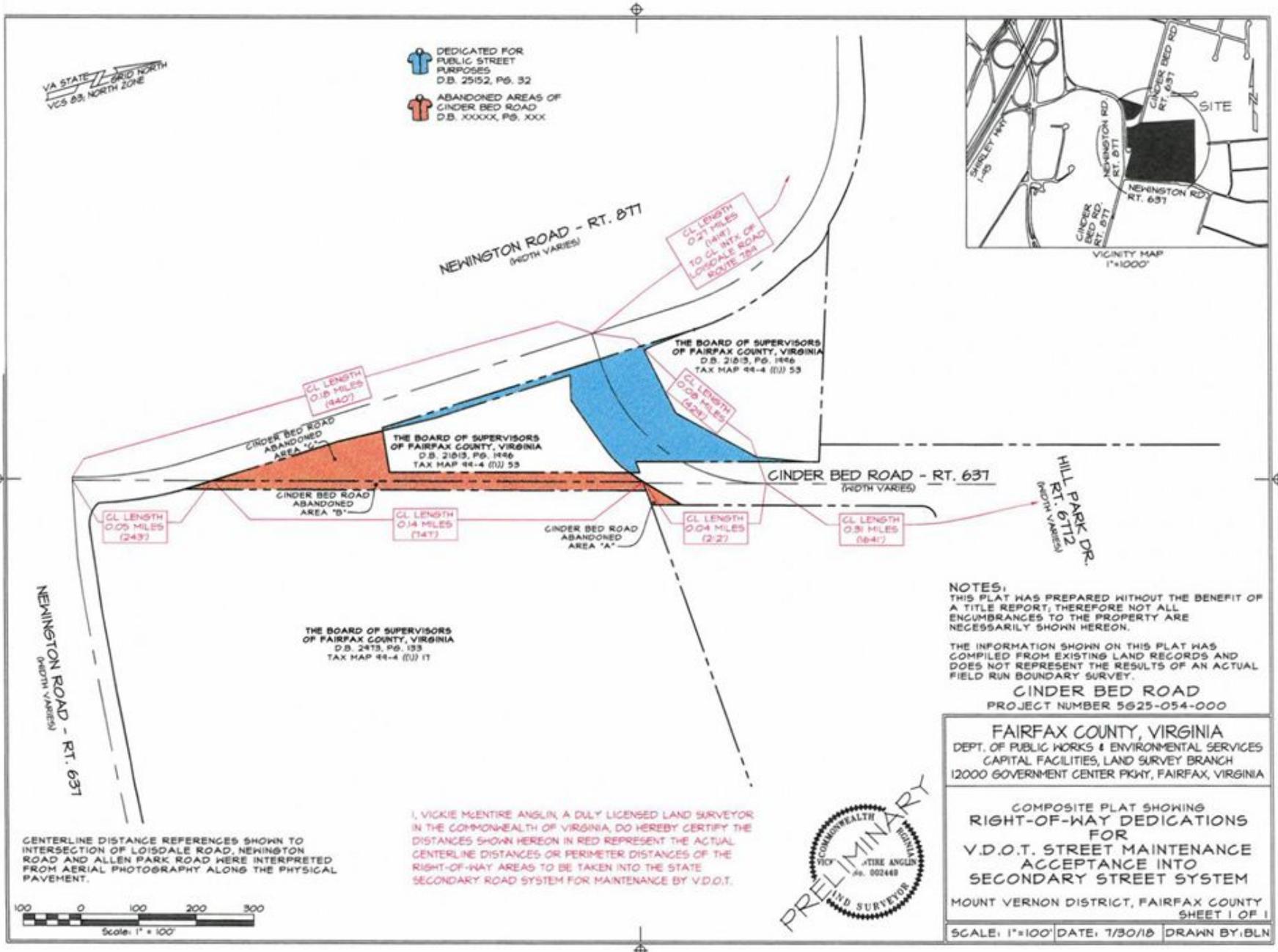
Catherine A. Chianese
Clerk to the Board of Supervisors

Cinder Bed Road Street Acceptance Mount Vernon District



Tax Map 99-4

* Symbol Denotes Area of Street to be Accepted



Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p>		
	<p>PLAN NUMBER: 5G25-054-000</p>		
	<p>SUBDIVISION PLAT NAME: Cinder Bed Road Realignment</p>		
	<p>COUNTY MAGISTERIAL DISTRICT: Mount Vernon</p>		
<p>ENGINEERING MANAGER: Imad A. Salous, P.E.</p> <p>BY: _____</p>	<p>FOR OFFICIAL USE ONLY</p> <p>DATE OF VDOT INSPECTION APPROVAL: _____</p>		
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Cinder Bed Road (Rt 637)	CL Newington Road (Rt 877) - 0.18 mi (940') Newington Road (Rt 637)	CL Cinder Bed Road (Rt 637) - 0.23 mi (1,202') Newington Road (Rt 637)	0.08
<p>NOTES:</p> <p>355' of 5' concrete sidewalk on S side to be maintained by VDOT</p> <p>90' triple 12'x6' box culvert with wingwalls and handrails to be maintained by VDOT</p> <p>Guardrails on both sides to be maintained by VDOT</p>			<p>TOTALS: 0.08</p>

Board Agenda Item
May 7, 2019

ADMINISTRATIVE – 4

Supplemental Appropriation Resolution AS 19224 for the Department of Information Technology (DIT) to Accept a Department of Homeland Security Urban Areas Security Initiative Subgrant Award from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 19224 in the amount of \$300,000 for the Department of Information Technology (DIT) to accept a Department of Homeland Security (DHS) FY 2018 Urban Areas Security Initiative (UASI) subgrant award from the State Administrative Agency (SAA). DIT will use the funds to support a contract for regional cybersecurity coordination and enhancement. Funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period is February 1, 2019 through May 31, 2020. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 19224 in the amount of \$300,000. DIT will use the funds to support a contract for regional cybersecurity coordination and enhancement. The project will be implemented in accordance with program guidance documents. No Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on May 7, 2019.

BACKGROUND:

The Homeland Security Grant Program (HSGP) provides Urban Areas Security Initiative (UASI) funds from the Department of Homeland Security as financial assistance to high risk urban areas, as defined in legislation, in order to address the unique planning, equipment, training, and exercise needs of those areas. Funds can also be used to build or sustain an enhanced capacity to prevent, respond to, and recover from acts of terrorism. Funds may not be used to supplant ongoing, routine public safety activities, hiring staff for operational activities, or construction and/or renovation of facilities. Fairfax County is one of 12 jurisdictions that currently comprise the National Capital Region (NCR) which is identified as a Tier 1 UASI area, meaning it is identified as 1 of 10 regions at the highest risk of terrorist acts.

Funded projects are typically regional in nature with benefits to multiple jurisdictions and target improving national core capabilities, including cybersecurity. In order to effectively implement the Cybersecurity Regional Coordination project, Fairfax County DIT has been identified as the subgrantee to administer financial management, audit, procurement, and payment provisions associated with the project.

The contracted vendor serving as the Regional Cybersecurity Coordinator will serve as subject matter expert and representative to the Chief Information Security Officer (CISO) Committee for cyber/IT security to National Capital Region Emergency Support Functions (R-ESFs) Committees and Subcommittees, the Metropolitan Washington Council of Governments (MWCOCG), and other partner entities with technical interoperability and data concerns. The coordinator will communicate opinions previously vetted by the CISO/CIO committees as they pertain to handling cyber/IT security matters, establishing cyber-protective measures and policy for NCR assets and processes.

Adoption and implementation of the NCR-wide cybersecurity framework by local governments and partners has been identified by the Homeland Security Executive Committee as a regional priority, therefore it is anticipated this project will be supported with additional UASI subgrant awards in future years. However, if future funding no longer becomes available, the CISO Committee will assume responsibility of as many functions as possible. If the CISO cannot assume any of the functions carried out via this project, the County is under no obligation to continue to support the scope of work associated with this subaward.

FISCAL IMPACT:

Grant funding in the amount of \$300,000 is available from DHS UASI grant funds through the District of Columbia. Funds will be used by DIT to coordinate regional cybersecurity initiatives. This action does not increase the expenditure level of the

Board Agenda Item
May 7, 2019

Federal-State Grant Fund, as funds are held in reserve for unanticipated awards received in FY 2019. Indirect costs are recoverable for this award. No Local Cash Match is required.

CREATION OF NEW POSITIONS:

No new positions will be created as a result of this award.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award Document

Attachment 2 – Supplemental Appropriation Resolution AS 19224

STAFF:

David Rohrer, Deputy County Executive

Joe Mondoro, Chief Financial Officer

Wanda Gibson, Director, Department of Information Technology

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
 FY 2018 Homeland Security Grant Program
 Urban Areas Security Initiative

SUBRECIPIENT
 Fairfax County Department of Information
 Technology

SUBAWARD TITLE
 Cybersecurity Regional Coordination

SUBAWARD ID
 18UASI583-05

SUBAWARD AMOUNT
 \$300,000.00

SUBAWARD PERFORMANCE PERIOD
 02/01/2019–05/31/2020

SUBRECIPIENT DUNS
 074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
 EMW-2018-SS-00051

FEDERAL AWARD DATE
 08/14/2018

FEDERAL AWARING AGENCY
 U.S. Department of Homeland Security
 Federal Emergency Management Agency

CFDA
 97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
 PASS-THROUGH ENTITY
 District of Columbia Homeland Security and
 Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FY 2018 DHS Homeland Security Grant Program Agreement Articles
- FY 2018 DHS Standard Terms and Conditions
- FY 2018 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2018 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

02/13/2019
Date

Signature Date

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 19224

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on May 7, 2019, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2019, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7070, Department of Information Technology	\$300,000
Grant:	1HS0084-2018, Cybersecurity Regional Coordination	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$300,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, \$300,000

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

ADMINISTRATIVE – 5

Authorization for the Fairfax-Falls Church Community Services Board to Apply for and Accept Grant Funding from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for an Adult Drug Court Discretionary Grant Program to Support the Veterans Treatment Docket

ISSUE:

Board of Supervisors authorization is requested for the Fairfax-Falls Church Community Services Board (CSB) to apply for and accept grant funding, if received, from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA), Adult Drug Court Discretionary Grant Program for the Veterans Treatment Docket. Funding of \$500,000 over three years will be used to continue a Veterans Treatment Docket with the mission to serve the community and increase public safety by integrating and incorporating a coordinated treatment response for justice-involved Veterans with substance abuse and/or mental health issues. The goal is to return productive, law-abiding citizens to the community thereby reducing recidivism and criminal justice costs. This funding will continue to support 1/1.0 FTE grant position.

The County previously received grant funding for the Veterans Treatment Docket; however, it was not anticipated that funding would be available again, so the grant was not included in the FY 2019 Adopted Budget Plan. Therefore, a Board item is necessary in order to apply for this grant opportunity. The grant period is October 1, 2019 to September 30, 2022. A required local match of 25 percent will be met with in-kind resources. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the CSB to apply for and accept funding, if received, from the BJA Adult Drug Court Discretionary Grant Program for the Veterans Treatment Docket. Federal funding of \$500,000 over 36 months will continue to support the Veterans Treatment Docket to serve the community and increase public safety by integrating and incorporating a coordinated treatment response for justice-involved Veterans with substance abuse and/or mental health issues. There is 1/1.0 FTE existing grant position associated with this award. A

Board Agenda Item
May 7, 2019

required local match of 25 percent will be met with in-kind resources. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on May 7, 2019. Due to the grant application deadline of April 16, 2019, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn. The Fairfax-Falls Church Community Services Board approved the application on March 28, 2019.

BACKGROUND:

The Adult Drug Court Discretionary Grant Program seeks to provide financial and technical assistance to develop, implement or enhance drug courts and veteran's treatment courts that effectively integrate evidence-based substance use disorder treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over offenders to reduce recidivism and substance abuse, as well as prevent overdoses. BJA is accepting applications for FY 2019 grants to either establish new drug or veteran courts or enhance existing drug or veteran court programs using evidence-based principles and practices, as well as statewide level grants. Funding will continue to support 1/1.0 FTE Behavioral Health Specialist grant position coordinating the Veterans Treatment Docket, allow for the implementation of enhancements to improve the quality and intensity of treatment and support services, and support operations and clinical practice. Grant enhancements include addressing gaps in access to treatment services to better meet the needs of veterans at risk of overdose, including access to medication assisted treatment, expanding the structure from three phases of treatment to five phases, enhancing the continuum of supports such as Veterans Trauma and Domestic Violence groups and resources for families, and continuous monitoring and evaluation to improve docket performance. This proposal seeks to expand and diversify funding for Fairfax County's Diversion First efforts. The FY 2019 Adult Drug Court and Veterans Treatment Court Grant solicitation can be found at: <https://www.bja.gov/funding/ADCVTCTTA19.pdf>

FISCAL IMPACT:

Grant funding in the amount of \$500,000 is being requested to support the existing Veterans Treatment Docket which increases public safety by integrating and incorporating a coordinated treatment response for justice-involved Veterans with substance abuse and/or mental health issues. A required local match of 25 percent will be met with in-kind resources. This grant does not allow for the recovery of indirect

Board Agenda Item
May 7, 2019

costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards.

CREATION OF NEW POSITIONS:

Funding will continue to support 1/1.0 FTE existing grant position. The County is under no obligation to continue funding this position when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of Grant Proposal

STAFF:

Tisha Deeghan, Deputy County Executive

Dave Rohrer, Deputy County Executive

Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board

**Adult Drug Court Discretionary Grant
Summary of Grant Proposal**

Please note: the actual grant application is not yet complete; therefore, this summary has been provided detailing the specifics of this application.

- Grant Title:** Adult Drug Court Discretionary Grant, Category 2: Enhancement
- Funding Agency:** U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
- Applicant:** Fairfax-Falls Church Community Services Board (CSB)
- Funding Amount:** Federal funding of \$500,000; a required non-federal match of 25 percent will be met with in-kind resources.
- Proposed Use of Funds:** This grant project will support the enhancement of the existing Veterans Treatment Docket serving the Fairfax County Circuit, General District and Juvenile and Domestic Relations Courts. It will expand access to an improved continuum of evidence-based treatment and support services to better meet the needs of veterans who have been charged with crimes in Fairfax County. Funding will continue to support an existing 1/1.0 FTE Behavioral Health Supervisor grant position coordinating the Veterans Treatment Docket, allow for the implementation of enhancements, and support operations and clinical practice.
- Performance Measures:** Enhance the Veterans Docket in Fairfax County, improving the quality and intensity of treatment and support services.
- Address unmet need among high risk/high need veterans by expanding the eligibility criteria and addressing gaps in access to treatment services to better meet the needs of veterans at risk of overdose, including access to medication assisted treatment (MAT).
- Ensure adherence to the National Association of Drug Court Professionals (NADCP) Adult Drug Court Best Practice Standards and the Key Components of Veterans Treatment.
- Monitor and continuously evaluate the Veterans Treatment Docket in order to improve docket performance, ensure adherence to Best Practice Standards, and track participant outcomes.
- Grant Period:** October 1, 2019 to September 30, 2022

Board Agenda Item
May 7, 2019

ADMINISTRATIVE - 6

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Virginia Early Childhood Foundation for the Mixed-Delivery Preschool Grant Program

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Department of Family Services, Office for Children to apply for and accept grant funding, if received, from the Virginia Early Childhood Foundation (VECF) in the amount of \$250,000. Funding will be used to continue to support the delivery of high-quality early childhood education services in a family child care setting. Funding will enable the County to develop a new cohort of family child care educators who will provide high quality Pre-K and comprehensive services to 20 at-risk three- and four-year-olds. DFS previously received grant funding from VECF in FY 2018 to begin working with family child care programs on this initiative. The original funding from VECF was intended as a two-year pilot program; however, VECF has identified additional funding to continue this grant program and the County is eligible to apply again. Therefore, a Board item is necessary in order to apply for this grant opportunity.

This grant program is consistent with the Board's priority of promoting children's school readiness and supporting high quality community-based early childhood programs. The grant period is July 1, 2019 through December 31, 2021. Funding will continue to support 1/1.0 FTE existing grant position. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Department of Family Services, Office for Children to apply for and accept grant funding, if received, from the Virginia Early Childhood Foundation. Funding in the amount of \$250,000 will be used to continue to field-test the delivery of high-quality early childhood education services in a family child care setting and will enable the County to develop a new cohort of family child care educators who will provide high

Board Agenda Item
May 7, 2019

quality Pre-K and comprehensive services to 20 at-risk three- and four-year-olds. Funding will continue to support 1/1.0 FTE existing grant position. There is no Local Cash Match required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on May 7, 2019. Due to the application deadline of April 29, 2019, the application was submitted pending Board approval. If the Board does not approve this request the application will be immediately withdrawn.

BACKGROUND:

Funding made available by the Virginia General Assembly provides the Virginia Early Childhood Foundation funding for local pilot projects to test potential solutions to barriers that have prevented eligible children from participating in the Virginia Preschool Initiative (VPI) program. The Mixed-Delivery Preschool Fund and Grant Program promotes flexible and innovative practices to promote more public-private partnerships to increase collaboration between business, education, and community leaders.

The Department of Family Services, Office for Children currently provides high quality early childhood education services to three- and four-year-olds at risk for school failure through a mixed-delivery system in partnership with Fairfax County Public Schools and community early childhood programs. Due to current state VPI limits around program type, children participating are enrolled only in public and private center-based programs. Therefore, the Office for Children is applying for funding to continue working with eligible three- and four-year-olds enrolled in family child care programs. The VECF grant will allow for the opportunity to provide high quality early childhood experiences to more children who are at-risk while supporting parent choice and family needs.

The 1/1.0 FTE grant position will continue to support family child care educators by providing professional development, training and technical assistance focused on quality indicators such as the environment and adult-child interactions, curriculum implementation, ongoing child assessments, and comprehensive services to support the children enrolled in these settings and their families.

Board Agenda Item
May 7, 2019

FISCAL IMPACT:

Grant funding in the amount of \$250,000 is being requested to support continuation of a program for the delivery of high-quality early childhood education services in a family child care setting and will enable the County to develop a cohort of family child care educators who will provide high quality Pre-K and comprehensive services to 20 at-risk three- and four-year-olds. There is no Local Cash Match required to accept this award. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does allow for the recovery of indirect costs; however, because of the highly competitive nature of the award, the Department of Family Services did not include indirect costs as part of the application in order to increase the proposal's competitive position.

CREATION OF NEW POSITIONS:

Funding will continue to support 1/1.0 FTE existing grant position. The County is under no obligation to continue funding this position when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

Tisha Deeghan, Deputy County Executive

Nannette M. Bowler, Director, Department of Family Services

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

Mixed-Delivery Preschool Grant

Summary of Grant Proposal

- Grant Title:** Virginia Early Childhood Foundation Mixed-Delivery Preschool Grant
- Funding Agency:** Virginia Early Childhood Foundation
- Applicant:** Department of Family Services, Office for Children
- Partners:** Department of Family Services and Community Family Child Care Providers
- Purpose of Grant:** Funding will be used to continue the delivery of high-quality early childhood education services in a family child care setting. Funding will enable the County to develop a cohort of family child care educators who will provide high quality Pre-K and comprehensive services to 20 at-risk three- and four-year-olds. This grant supports the Board's priority of promoting children's school readiness and supporting quality in community-based early childhood programs. The strategies of this project will strengthen the early childhood workforce and expand partnerships to family child care programs.
- The Fairfax County Office for Children will provide a collaborative mentoring model to support high quality programming within the family child care settings. Children will participate in a full-time high-quality early childhood learning and development program and receive comprehensive services including health screenings, social services and family supports with follow-up as needed. 1/1.0 FTE position will continue to support family child care educators by providing professional development, training and technical assistance focused on quality indicators such as the environment and adult-child interactions, curriculum implementation, ongoing child assessments, and comprehensive services to support the children enrolled in these settings and their families.
- Funding Amount:** \$250,000 for a two and a half-year grant period.

Proposed Use of Funds: Funding will primarily support program operations, staffing, materials and supplies for curriculum implementation and professional development.

Target Population: Children who are either three- or four-years-old by September 30, 2019 and who are at risk for school failure, and family child care educators throughout the County.

Performance Measures: The grant will allow for an evaluation of the model as well as ongoing assessments of child outcomes and family child care program outcomes.

Grant Period: July 1, 2019 through December 2021.

Board Agenda Item
May 7, 2019

ADMINISTRATIVE - 7

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

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” 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, Attachment II, and Attachment III) for the installation of “\$200 Additional Fine for Speeding” signs on the following roads:

- Haycock Road (Dranesville District)
- Parcher Avenue (Dranesville District)
- Yates Ford Road (Springfield District)

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

- Four “Watch for Children” signs on Parcher Avenue (Dranesville District)
- Two “Watch for Children” signs on Yates Ford Road (Springfield 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 May 7, 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
May 7, 2019

and volume criteria are met. Haycock Road, from Great Falls Street to Westmoreland Street (Attachment IV), Parcher Avenue, from Centreville Road to its terminus (Attachment V) and Yates Ford Road, from Clifton Road to Chapel Road all met the RTAP requirements for posting the "\$200 Additional Fine for Speeding Signs". On February 13, 2019 (Haycock Road), and on March 5, 2019 (Parcher Avenue), FCDOT received written verification from the appropriate local supervisor's office confirming community support (Dranesville District). On March 28, 2019 (Yates Ford Road), FCDOT received written verification from the appropriate local supervisor's office confirming community support (Springfield 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 March 5, 2019 (Parcher Avenue), FCDOT received verification from the appropriate supervisor's offices confirming community support for the referenced "Watch for Children" signs (Dranesville District). On March 28, 2019 (Yates Ford Road), FCDOT received verification from the appropriate supervisor's offices confirming community support for the referenced "Watch for Children" signs (Springfield District).

FISCAL IMPACT:

For the "\$200 Additional Fine for Speeding" signs an estimated cost of \$1,000 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: "\$200 Additional Fine for Speeding" Signs Resolution (Haycock Road)
Attachment II: "\$200 Additional Fine for Speeding" Signs Resolution (Parcher Avenue)
Attachment III: "\$200 Additional Fine for Speeding" Signs Resolution (Yates Ford Road)
Attachment IV: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs (Haycock Road)
Attachment V: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs (Parcher Avenue)
Attachment VI: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs (Yates Ford Road)

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
HAYCOCK ROAD (DRANESVILLE DISTRICT)**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, May 7, 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 Haycock Road from Great Falls Street to Westmoreland Street. 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 Haycock Road.

NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Haycock Road from Great Falls Street to Westmoreland Street.

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

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
PARCHER AVENUE (DRANESVILLE DISTRICT)**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, May 7, 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 Parcher Avenue from Centreville Road to its terminus. 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 Parcher Avenue.

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

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

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
YATES FORD ROAD (SPRINGFIELD 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, May 7, 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 Yates Ford Road, from Clifton Road to Chapel Road. Such road also being identified as a Local Road; and

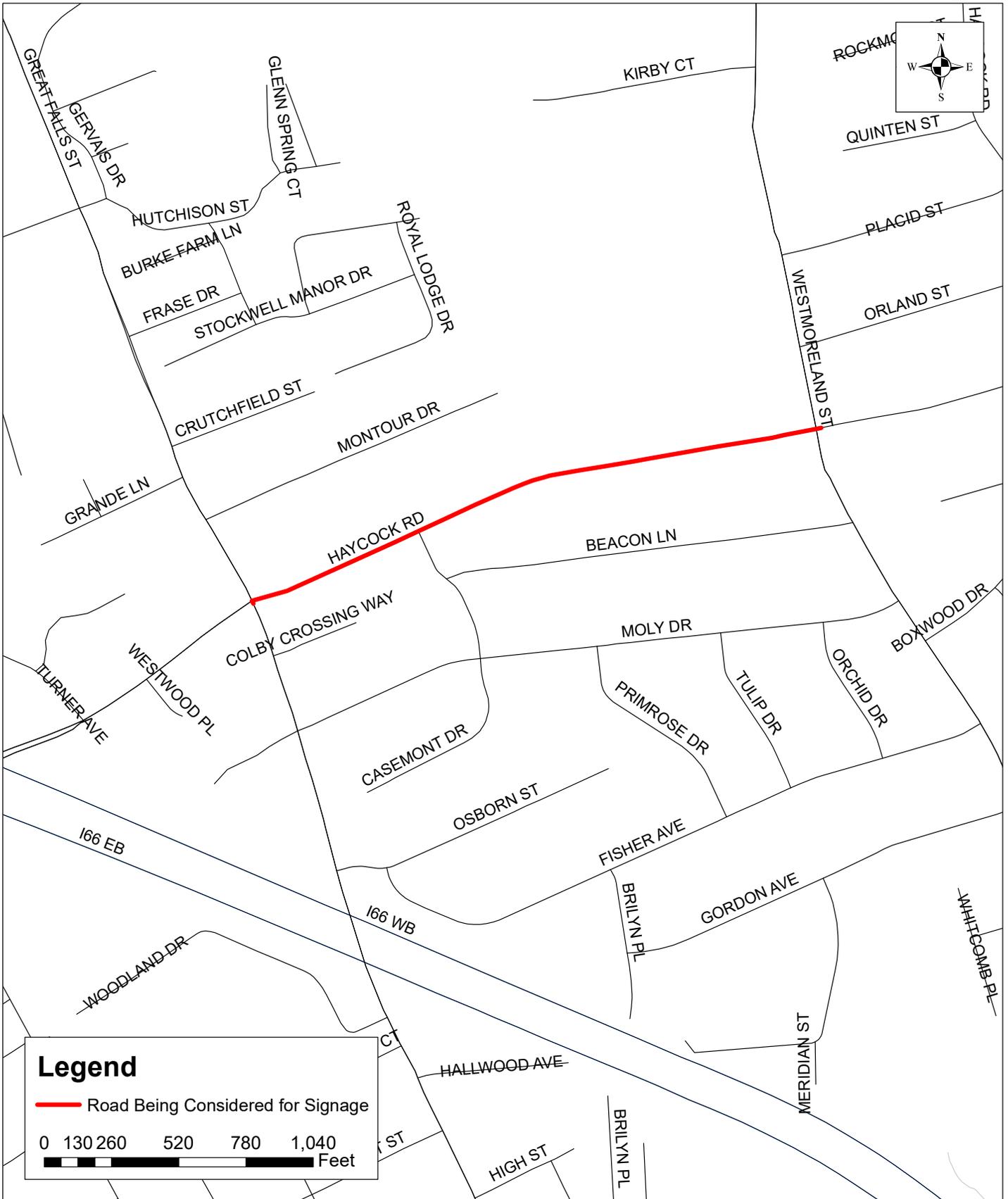
WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Yates Ford Road.

NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Yates Ford Road, from Clifton Road to Chapel 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

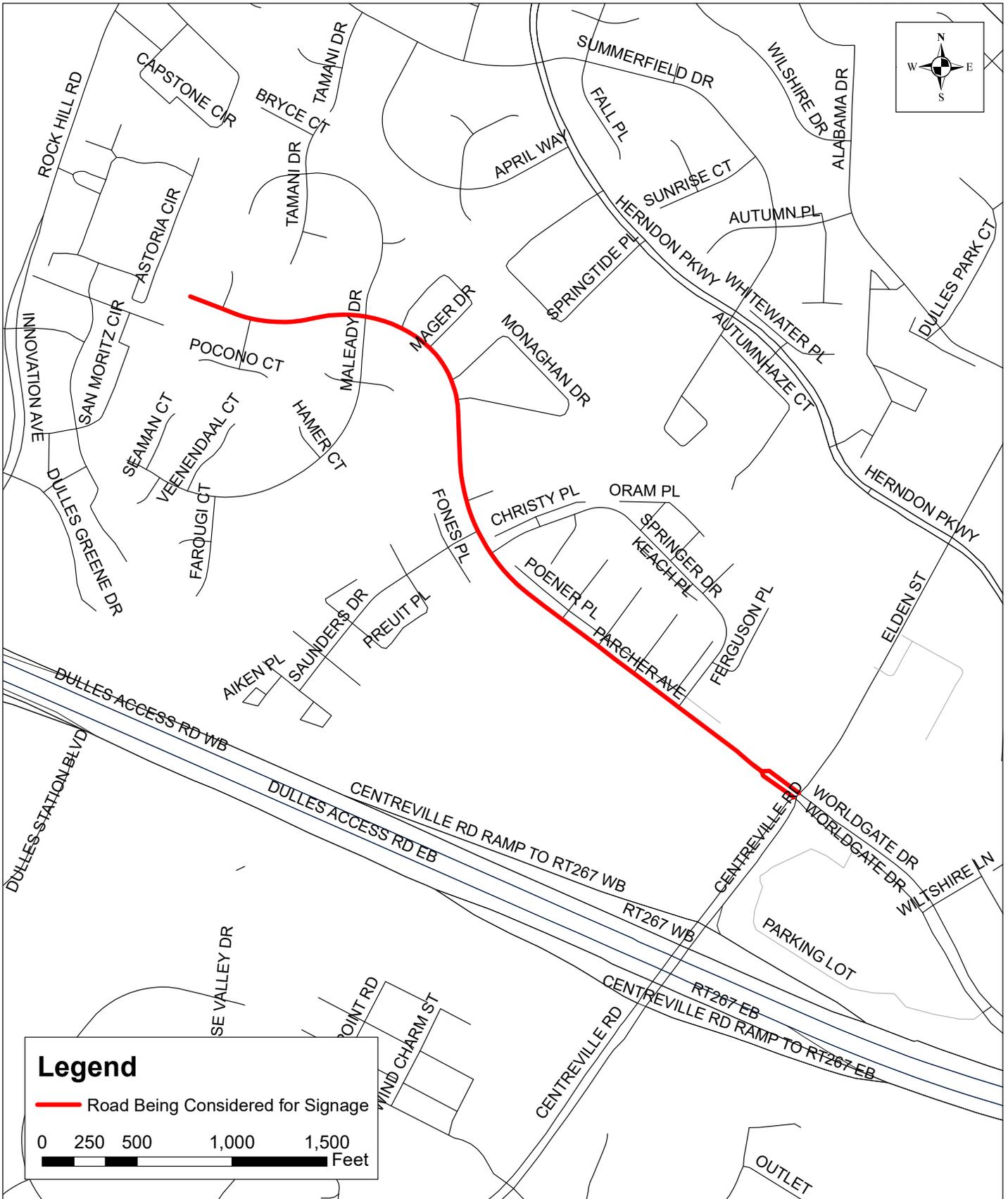
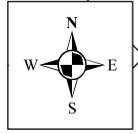


April 2019



Fairfax County Department of Transportation
 Residential Traffic Administration Program (RTAP)
PROPOSED \$200 FINE FOR SPEEDING
HAYCOCK ROAD
 Dranesville District





Legend

 Road Being Considered for Signage

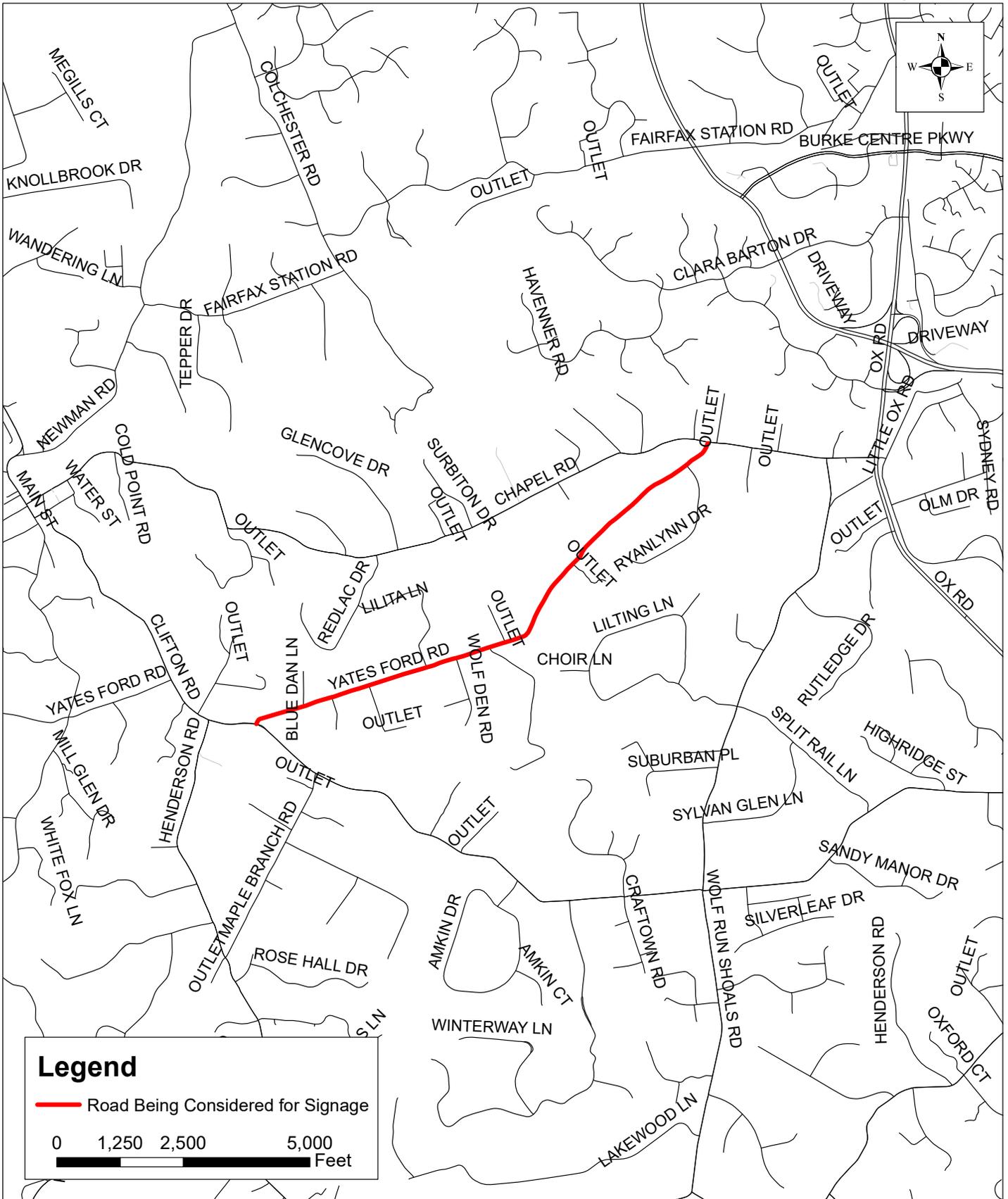
0 250 500 1,000 1,500 Feet

April 2019



Fairfax County Department of Transportation
 Residential Traffic Administration Program (RTAP)
PROPOSED \$200 FINE FOR SPEEDING
PARCHER AVENUE
 Dranesville District





Legend

 Road Being Considered for Signage

0 1,250 2,500 5,000 Feet



April 2019



Fairfax County Department of Transportation
 Residential Traffic Administration Program (RTAP)
PROPOSED \$200 FINE FOR SPEEDING
YATES FORD ROAD
 Springfield District



Board Agenda Item
May 7, 2019

ACTION – 1

Approval for the Health Department to Donate Health Clinic Equipment

ISSUE:

Board approval for the Health Department to donate health clinic equipment, furnishings and computers to Neighborhood Health and HealthWorks for Northern Virginia. Both entities are Federally Qualified Health Centers and are 501(c)3 organizations that provide comprehensive primary care services to County residents. The donation is scheduled to occur on July 1, 2019 and is related to the county contracts that were awarded to each entity on November 21, 2018 (Contract numbers 4400008863 and 4400008864).

RECOMMENDATION:

The County Executive recommends that the Board approve donation of health clinic equipment, furnishings and computer workstations from the Health Department to Neighborhood Health and HealthWorks for Northern Virginia.

TIMING:

Board action is requested on May 7, 2019.

BACKGROUND:

The Health Department's Community Health Care Network (CHCN) program, since its inception, has contracted for providers of primary medical care services and provided the contractors equipment for the operation of the clinics. Fairfax County is shifting out of the existing model of the CHCN program and has contracted with each of the Federally Qualified Health Centers (FQHCs) to ensure access to primary care for low-income county residents. Beginning July 1, 2019, these contracts will allow all Fairfax County residents, especially those who are low-income or without insurance, to have access to quality primary care that includes access to specialty care, dental, and behavioral health services, as well as a full spectrum of the county's integrated social services to efficiently address whole person/whole family care.

In accordance with the Fairfax County Purchasing Resolution, donation of items with a fair market value more than \$5,000 must be coordinated with the Board. Approval is

Board Agenda Item
May 7, 2019

requested to formalize the donation of the clinic and computer equipment, and any equipment replacements that occur prior to July 1, 2019, in the current CHCN locations:

South County Government Center 8350 Richmond Hwy., Suite 301 Alexandria, VA 22309
Lake Anne Building (North County) 11484 Washington Plaza West, Suite 300 Reston, VA 20190
Merrifield Center 8221 Willow Oaks Corporate Dr., Suite 450 Fairfax, VA 22030

FISCAL IMPACT:

The clinic and computer equipment is estimated to be worth approximately \$243,000.

ENCLOSED DOCUMENTS:

None

STAFF:

Tisha Deeghan, Deputy County Executive
Joseph Mondoro, Chief Financial Officer
Cathy Muse, Director, Department of Procurement and Material Management
Gloria Addo-Ayensu, Director, Health Department
G. Michael Lane, Director, Office of Strategy Management for Health and Human Services

Board Agenda Item
May 7, 2019

ACTION - 2

Approval of a Letter Agreement with the Fairfax County Park Authority for the Release of the Requirement to Construct a Portion of Giles Run Road (Mount Vernon District)

ISSUE:

Board of Supervisors approval of a letter agreement with the Fairfax County Park Authority (FCPA) for the release of the requirement to construct a portion of Giles Run Road.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve an agreement with the FCPA for the release of the requirement to construct a portion of Giles Run Road, in substantially the form of Attachment 1, and authorize the Director of the Department of Transportation to sign the agreement after FCPA applies for a waiver from the responsibility for construction of a portion of Giles Run Road from Land Development Services. In addition, the County Executive recommends that the Board waive the \$876 fee for submitting the waiver.

TIMING:

Board of Supervisors' approval is requested on May 7, 2019, to allow the FCPA to proceed with funding for construction of other capital improvements at Laurel Hill Park.

BACKGROUND:

On July 15, 2002, Fairfax County received title to portions of the former District of Columbia Correctional Facility at Lorton from the United States Government. Subsequently, the Board of Supervisors transferred 815 acres of the property to the FCPA for park use, including development of the Laurel Hill Golf Course. The FCPA submitted a site plan to the Fairfax County Department of Public Works and Environmental Services (DPWES) for approval for development of the golf course in 2003. The site plan approval included a waiver for design and construction of several transportation improvements abutting the golf course. Construction of Hooes Road was waived as it was included in the Fairfax County Capital Improvement Plan. Construction of Laurel Crest Drive was waived as it was included in the site plan for development of South County High School. However, the FCPA's request for a waiver of the requirement to design, construct and dedicate a portion of a future connector road across the eastern portion of the golf course, as included in the Comprehensive Plan, was denied.

The subject road, now called Giles Run Road, connects the Adaptive Reuse Site to Laurel Crest Drive (see Attachment 2). The FCPA dedicated the right-of-way for Giles Run Road as part of the golf course site plan and has previously sought an

Board Agenda Item
May 7, 2019

administrative waiver for construction of the portion of the road on park property.

The Department of Transportation developed a context sensitive, conceptual design for this property to ensure that the roadway will not negatively affect the golf course or be intrusive to the nearby residential units that have been developed.

Construction of this portion of Giles Run Road is not required at this time. However, the FCPA has estimated that construction of this portion of Giles Run Road would cost \$3.3 million, and this amount had been reserved for the construction. If the Board relieves FCPA of the requirement to construct this portion of Giles Run Road, FCPA would use the \$3.3 million to develop the Central Green Area of Laurel Hill Park. In the future, when this portion of Giles Run Road is required, the Department of Transportation will seek funds from other sources for the construction of this roadway, and FCPA will not be required to construct the portion of the road. Upon approval of this agreement, FCPA staff will work with Land Development Services (LDS) staff to obtain the required site plan waiver to remove the requirement for construction of the portion of the road from the FCPA's site plan for the golf course. FCPA will be required to apply to the County's LDS for a waiver of this requirement and upon submission of the waiver application, the Director of the Department of Transportation will enter into an agreement, in substantially the same form as Attachment 1, on behalf of the Board of Supervisors that allows LDS to waive the requirement.

FISCAL IMPACT:

This action makes \$3.3 million funds for parks reserved for construction of a portion of Giles Run Road available to the FCPA for development of the Central Green Area of Laurel Hill Park.

ENCLOSED DOCUMENTS:

Attachment 1 – Agreement between the Board and the FCPA for Release of the Requirement to Construct a Portion of Giles Run Road.

Attachment 2 – Map of Giles Run Road

STAFF:

Rachel Flynn, Deputy County Executive

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

Kirk Kincannon, Executive Director, FCPA

Dave Bowden, Director of Planning and Development, FCPA

Bill Hicks, Director, Land Development Services

Ellie Codding, Land Development Services

ASSIGNED COUNSEL:

Daniel Robinson, Office of the County Attorney

Hayden Codding, Office of the County Attorney



County of Fairfax, Virginia

DATE: _____

TO: Kirk Kincannon
Executive Director, Fairfax County Park Authority

FROM: Tom Biesiadny
Director, Fairfax County Department of Transportation

SUBJECT: Release by the Board of Supervisors of Fairfax County of the Requirement to Construct a Portion of Giles Run Road

This letter agreement made and executed between the Fairfax County Park Authority (Park Authority) and the Board of Supervisors of Fairfax County (County) will provide for the release of the requirement under the Fairfax County Zoning Ordinance Section 17-201, first identified in Site Plan No. 1183-SP-08-2 (SP), for the Park Authority to construct a portion of Giles Run Road that crosses the Park Authority's Laurel Hill Golf Club. As a condition of the County's release of the construction requirement for a portion of Giles Run Road, the Park Authority does not object to the future construction of the Giles Run Road Project by the County as planned for, and adjacent to the Laurel Hill Golf Club.

Pursuant to this Letter Agreement the Park Authority agrees:

1. The Giles Run Road Project may be constructed as agreed to in planning documents, as described on "Conceptual Layout" (Attachment A), and shall be located as noted and located on Tax Map No. 107-1.
2. The right-of-way (ROW) for the road extension was dedicated in Deedbook 16822 Page 1710. The Park Authority shall dedicate additional ROW as required to construct a portion of Giles Run Road across the park property at no cost to Fairfax County.
3. Park staff shall work cooperatively with County staff to ensure timely completion of the road improvements. Park Authority staff shall submit all documents and information necessary for the County's Land Development Services staff to process an application to waive the Park Authority's construction requirement for a portion of Giles Run Road.
4. The Park Authority must include a fully-executed copy of this agreement with any subsequent site-related plan submittals (i.e. site plan, minor site plan, or public improvement plan).

Pursuant to this Letter Agreement the County agrees to:

1. Release the requirement for the Park Authority to construct a portion of Giles Run Road across park property, as required under Zoning Ordinance Section 17-201 and first identified in Site Plan No. 1183-SP-08-2, and direct its Land Development Services staff to approve an application submitted by the Park Authority to waive this requirement.
2. Work with Park Authority staff on final roadway design to limit impacts to golf course.
3. Work with Park Authority staff to limit impacts to golf course operations during road construction.
4. Pay for the cost of the future construction of this portion of Giles Run Road with funding from non-Park Authority sources, subject to annual appropriations.

This release of commitments for the County shall remove all current requirements for the Park Authority to provide funds for a portion of the Giles Run Road Project now and in the future.

Nothing herein shall be construed as a waiver of the County's or Park Authority's sovereign immunity and nothing herein shall create or vest any rights in any third parties, except as may be required under any applicable agreement between the County and the Virginia Department of Transportation relating to the Giles Run Road Project.

This agreement shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

Signatures below acknowledge project concurrence.

Tom Biesiadny, Director
Fairfax County Department of Transportation

Kirk Kincannon, Director
Fairfax County Park Authority

—

cc: Aimee Vosper, FCPA Deputy Director, Chief of Business Development
David Bowden, FCPA Division Director, Planning & Development



Section A-A



Section B-B



Conceptual Plan



Deciduous trees



Flowering trees



Evergreen trees



Shrubs



Board Agenda Item
May 7, 2019

ACTION - 3

Approval of and Authorization to Execute an Agreement with the Virginia Department of Rail and Public Transportation Concerning Payment of Funding to the Washington Metropolitan Area Transit Authority Capital Fund

ISSUE:

Board of Supervisors' authorization for the Director of the Fairfax County Department of Transportation (FCDOT) to sign an Agreement with the Virginia Department of Rail and Public Transportation (DRPT), substantially in the form of Attachment 1, Concerning Payment of Funding to the Commonwealth's Washington Metropolitan Area Transit Authority Capital Fund (WMATA) Capital Fund.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Director of FCDOT to execute an Agreement Between Fairfax County and DRPT Concerning Payment of Funding to the Commonwealth's WMATA Capital Fund, substantially in the form of Attachment 1.

TIMING:

Board of Supervisors' approval is requested on May 7, 2019, to allow the County to provide local funding to the WMATA Capital Fund, in accordance with § 33.2-3404 of the Virginia Code, pursuant to HB 1539 / SB 856 (2018).

BACKGROUND:

In 2018, the General Assembly enacted HB 1539 (Hugo) / SB 856 (Saslaw), which provided \$154 million in annual funding, as well as governance reforms, to address WMATA's efforts to enhance the safety, security, and efficiency of the system. The legislation created a new WMATA Capital Fund on the books of the Comptroller where the funds will be collected and then transferred to WMATA.

Of the \$154 million annually provided for WMATA, \$102 million was redirected from existing local and regional revenue. This includes \$27.12 million paid by local governments that are jurisdictional members of WMATA from their share of the local funds distributed by the Northern Virginia Transportation Authority ("30 percent" funds) or other local source (Virginia Code § 33.2-3404). The legislation provided that a locality's share of the \$27.12 million will be calculated based on the locality's proportion of Virginia's share of WMATA capital funding. Fairfax County's share of the Virginia

Board Agenda Item
May 7, 2019

subsidy in FY 2019 was 54.47%, and its share of the \$27.12 million is projected to be approximately half, or \$15 million, annually.

DRPT and the jurisdictions are entering into agreements to address the locality payments to the new WMATA Capital Fund. The major provisions of the agreement between the County and DRPT are:

- DRPT shall prepare invoices for the locality on a quarterly schedule and issue invoices at least 45 days prior to the beginning of each quarter.
- DRPT shall prepare invoices based on the locality's proportion of Virginia's share of the annual capital improvement program for WMATA. The capital allocation percentages applied to the \$27.12 million shall be calculated by the Northern Virginia Transportation Commission annually within 15 days after the WMATA annual capital improvement program budget is adopted, but by no later than May 1 of each year.
- The locality shall remit payment for each invoice by the first business day of the quarter following the date of the invoice.
- All funds paid pursuant to the agreement shall be deposited into the Commonwealth's WMATA Capital Fund and designated for use to meet the locality's obligation to fund WMATA.
- DRPT will maintain complete accounting records of all amounts paid to it by the locality, the deposit of such moneys in the WMATA Capital Fund, and the disbursements made from the WMATA Capital Fund to WMATA.
- DRPT shall at all times restrict the use of the funds governed by the agreement to meeting the locality's obligation to fund WMATA capital improvements.
- Upon request, DRPT shall permit the authorized representatives of the locality to inspect and audit all DRPT accounting records relating to the performance of the agreement.
- DRPT agrees that following the completion of any audit performed in accordance with the agreement, it will promptly refund to the locality within 60 calendar days any payments and interest that (1) are determined by the locality and DRPT to be disbursements to WMATA unsupported by acceptable records, or (2) are found by the locality and DRPT to have been administered in violation of any other provisions of this Agreement.

FISCAL IMPACT:

This agreement will facilitate the annual transfer of approximately \$15 million from Fairfax County to the Commonwealth's WMATA Capital Fund, in accordance with §33.2-3404 of the Virginia Code, pursuant to HB 1539 / SB 856 (2018). The required funding is included in Fund 40010, County and Regional Transportation Projects. As part of the *FY 2018 Carryover Review*, approximately \$15 million was set aside for FY

Board Agenda Item
May 7, 2019

2019 requirements and approximately \$15 million is included for this same purpose in the *FY 2020 Adopted Budget Plan*.

ENCLOSED DOCUMENTS:

Attachment 1 – Agreement Between Fairfax County and the Virginia Department of Rail and Public Transportation Concerning Payment of Funding to the Commonwealth’s WMATA Capital Fund

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Noelle Dominguez, Chief, Coordination Section, Coordination and Funding, FCDOT

ASSIGNED COUNSEL:

Robert M. Falconi, Assistant County Attorney

**AGREEMENT BY AND BETWEEN THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC
TRANSPORTATION AND THE COUNTY OF FAIRFAX CONCERNING PAYMENT OF
FUNDING FOR THE COUNTY'S PROPORTIONATE SHARE OF CAPITAL FUNDING FOR
THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY CAPITAL FUND**

THIS AGREEMENT ("Agreement"), is between the Virginia Department of Rail and Public Transportation ("Department"), acting by and through its Director, and the County of Fairfax, Virginia (the "Locality") (the Department and the Locality are each a "Party" and collectively are the "Parties"), concerning the payment of the Locality's proportionate share of capital funding for the Washington Metropolitan Area Transit Authority Capital Fund ("WMATA Capital Fund") pursuant to § 33.2-3404 of the Code of Virginia (1950), as amended ("Code").

RECITALS

WHEREAS, the Locality meets the criteria set out in § 33.2-3404(A) of the Code and therefore is required to make annual payments to the WMATA Capital Fund; and

WHEREAS, the Locality's required payment amount is determined in accordance with § 33.2-3404(B) of the Code; and

WHEREAS, pursuant to § 33.2-3401 of the Code, the amounts paid by the Locality pursuant to § 33.2-3404 of the Code are credited to the WMATA Capital Fund; and

WHEREAS, the Parties wish to memorialize their agreement concerning the responsibilities of each Party and the processing and payment of the Locality's required payment to the WMATA Capital Fund.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1

INVOICING

§ 1.1 The Department shall prepare invoices for the Locality on a quarterly schedule. The Department shall issue invoices at least 45 days prior to the beginning of each quarter. However, the first invoice shall be prepared and issued after execution of this Agreement and not in accordance with the quarterly schedule. The first invoice shall include all amounts that would have been due from the Locality assuming July 1, 2018 as the first quarterly payment date, and the amount due for the first quarter after execution of the Agreement.

§ 1.2 Pursuant to § 33.2-3404(B) of the Code, the Department shall prepare invoices for the Locality by multiplying \$27.12 million by a fraction the numerator of which shall be the Locality's share of the annual capital improvement program for WMATA and the denominator

of which shall be the total share of the annual capital improvement program for WMATA for all local governments in the Commonwealth of Virginia (“Commonwealth”).

§ 1.3 These capital allocation percentages applied to the \$27.12 million shall be calculated by the Northern Virginia Transportation Commission, of which the Locality is a member, annually within 15 days after the WMATA annual capital improvement program budget is adopted, but by no later than May 1 of each year.

ARTICLE 2

PAYMENT

§ 2.1 The Locality shall remit payment for each invoice to the WMATA Capital Fund maintained by the Department by the first business day of the quarter following the date of the invoice. The first day of each quarter is as follows: July 1, October 1, January 1, and April 1. Each fiscal year begins on July 1. The Locality may pay these funds by electronic transfer of funds. The Locality may request to change their payment method with 30 days prior notice to the Department. Any approval of such request must be in writing from the Department. The Department agrees to provide the appropriate routing and account numbers to the Locality to effect payment by the Locality to the WMATA Capital Fund.

§ 2.2 All funds paid to the WMATA Capital Fund by the Locality pursuant to this Agreement shall be deposited into the WMATA Capital Fund and designated for use to meet the Locality’s obligation to fund WMATA, as required by § 33.2-3401 of the Code. The Department will maintain complete accounting records of all amounts paid to the WMATA Capital Fund by the Locality, the deposit of such moneys in the WMATA Capital Fund, and the disbursements made from the WMATA Capital Fund to WMATA. The Department shall at all times restrict the use of the funds governed by this Agreement to meeting the Locality’s obligation to fund WMATA capital improvements.

§ 2.3 All requirements for payment under this Agreement shall be subject to annual appropriations by the governing body of each Party to this Agreement.

ARTICLE 3

TERM OF AGREEMENT

§ 3.1 This Agreement shall be effective immediately upon its execution by both Parties.

§ 3.2 This Agreement shall remain in effect until it is superseded by another agreement in writing signed by the Parties, terminated pursuant to Article 7, or a change in the Code makes application of this Agreement not feasible.

ARTICLE 4
ASSIGNMENT

§ 4.1 Assignment of any portion of this Agreement must have the prior written approval of the Parties and shall be effective upon an appropriate amendment to this Agreement.

ARTICLE 5
NOTICES AND DESIGNATED REPRESENTATIVES

§ 5.1 All notices or communications with respect to this Agreement shall be in writing and shall be deemed delivered upon delivery by hand, upon the next business day if sent prepaid overnight delivery service, or on the third business day following mailing by U.S. Mail, certified, postage prepaid, return receipt requested, to the addresses set forth below or such other addresses as may be specified by delivery of prior notice by a Party to the other Parties.

Designated Representative:

The Department: William S. Pittard, Chief Financial Officer
600 East Main Street, Suite 2102
Richmond, VA 23219
Steve.pittard@drpt.virginia.gov

Jennifer DeBruhl
600 East Main Street, Suite 2102
Richmond, VA 23219
Jennifer.Debruhl@drpt.virginia.gov

Locality: Tom Biesiadny, Director
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22035-2895
Tom.Biesiadny@fairfaxcounty.gov

ARTICLE 6
AUDIT

§ 6.1 Upon request, the Department shall permit the authorized representatives of the Locality to inspect and audit all accounting records of the Department relating to the performance of this Agreement.

§ 6.2 The Department agrees that following the completion of any audit performed in accordance with this Article, it will promptly refund to the Locality within 60 calendar days any payments and interest, using the prevailing statutory legal rate of interest established by the Virginia General Assembly, that (1) are determined by the Locality and the Department to be disbursements to WMATA unsupported by acceptable records, or (2) are found by the Locality and Department to have been administered in violation of any other provisions of this Agreement. “Acceptable records” are defined as original or true and accurate copies of documents that were used by the Department to disburse the funding received from Localities under this Agreement.

ARTICLE 7

TERMINATION OF AGREEMENT

§ 7.1 Prior to the Locality issuing a written notice of termination pursuant to this Section, the Parties shall meet and attempt to resolve any issues. If resolution is not achieved to the satisfaction of both Parties, then upon 30 calendar days written notice to the Department, the Locality may terminate, in whole or in part, this Agreement at any time it is determined that the Department has materially breached this Agreement and has failed to cure said breach after 90 calendar days notice, or if the Locality in its sole judgment determines that compliance within 90 calendar days is not reasonable, then within such time period as the Locality may agree. The Locality shall notify the Department promptly in writing of such a determination and the effective date of the termination. The Department may request reconsideration by notifying the Locality within 30 calendar days of the date of the Locality’s notification. Should such occur, the Locality shall be entitled to whatever remedies may be provided for by law.

§ 7.2 Prior to the Department issuing a written notice of termination pursuant to this Section, the Parties shall meet and attempt to resolve any issues. If resolution is not achieved to the satisfaction of both Parties, then upon 30 calendar days written notice to the Locality, the Department may terminate, in whole or in part, this Agreement at any time it is determined that the Locality has materially breached this Agreement and has failed to cure said breach after 90 calendar days notice, or if the Department in its sole judgment determines that compliance within 90 calendar days is not reasonable, then within such time period as the Department may agree. The Department shall notify the Locality promptly in writing of such a determination and the effective date of the termination. The Locality may request reconsideration by notifying the Department within 30 calendar days of the date of the Department’s notification. Should such occur, the Department shall be entitled to whatever remedies may be provided for by law.

§ 7.3 Upon 30 calendar days notice, the Department or the Locality may terminate, in whole or in part, this Agreement at any time if statutory changes affecting the program under which these funds were provided render funding this Agreement impossible. The terminating Party shall notify the other Party to this Agreement promptly in writing of such a determination and the effective date of the termination.

ARTICLE 8.

MISCELLANEOUS PROVISIONS

§ 8.1 No member, officer, or employee of the Department, during his tenure or one year thereafter, shall have any interest, direct or indirect, that is prohibited by Virginia law in this Agreement.

§ 8.2 This Agreement shall be governed by the law of the Commonwealth. Any legal action concerning this Agreement shall be brought in a Circuit Court of the Commonwealth.

§ 8.3 The Locality must comply with all of the requirements specified in the Agreement, as well as all related and relevant Federal and State laws and regulations.

§ 8.4 Nothing herein shall be construed to waive the sovereign immunity of either Party.

§ 8.5 Nothing herein shall be construed to vest any rights in third parties.

§ 8.6 If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality or validity or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be binding upon the Parties.

§ 8.7 This Agreement shall be binding upon the Parties and their respective successors and assigns.

ARTICLE 9

ENTIRE AGREEMENT AND AMENDMENT

§ 9.1 This Agreement and the requirements referenced herein constitute the entire and exclusive agreement between the Parties relating to all matters contained herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

§ 9.2 This Agreement may be altered, amended, or revoked only by an instrument in writing signed by the Parties.

IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized officer.

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COMMONWEALTH OF VIRGINIA

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

BY: _____

DIRECTOR

DATE

WITNESS: _____

(NAME AND TITLE)

DATE

COUNTY OF FAIRFAX, VIRGINIA

BY: _____

NAME AND TITLE

DATE

WITNESS: _____

(NAME AND TITLE)

DATE

Board Agenda Item
May 7, 2019

ACTION – 4

Approval of a Resolution Endorsing Projects for Submission to the Northern Virginia Transportation Commission for the Fiscal Year 2020 I-395/I-95 Commuter Choice Program (Mason, Lee and Mount Vernon Districts)

ISSUE:

Board approval of a resolution authorizing the County to apply for I-395 Express Lanes funding for Fiscal Year (FY) 2020 through the Northern Virginia Transportation Commission (NVTC) to support two multi-modal projects that will increase travel options for commuters on I-95 and I-395.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) endorsing two multi-modal transportation projects for submission to NVTC's I-395/I-95 Commuter Choice Program for FY 2020 funding, and authorizing the Director of the Department of Transportation to sign and submit the applications.

TIMING:

Board of Supervisors' approval is requested on May 7, 2019, to meet the NVTC application deadline of May 15, 2019.

BACKGROUND:

In June 2017, the Virginia Department of Transportation (VDOT) entered into an agreement with 95 Express Lanes, LLC, for the extension of approximately eight miles of High Occupancy Toll (HOT) lanes between Turkeycock Run (near Edsall Road) and the vicinity of Eads Street in Arlington. With this project, the two existing High Occupancy Vehicle (HOV) lanes are being converted to express lanes, and a third lane is being added, providing three reversible express lanes. As a part of the agreement, 95 Express Lanes LLC agreed to provide the Commonwealth with an annual payment for transit services of \$15 million per year, escalating by 2.5 percent per year, beginning on the commencement of tolling through the life of the 70-year agreement. Once the project is completed, vehicles with three or more people will be able to use the express lanes for free while vehicles with fewer than three people will have the choice to pay a variable toll to use the express lanes. Construction began in August 2017, with the newly extended lanes expected to open in October 2019. The entire project is scheduled to be complete in summer 2020.

A Memorandum of Agreement among the Commonwealth Transportation Board (CTB), VDOT, Department of Rail and Public Transportation (DRPT), NVTC and the Potomac and Rappahannock Transportation Commission (PRTC) provides a general structure for

Board Agenda Item
May 7, 2019

the program. Through the agreement, the Commonwealth will provide \$15 million/year plus escalation to NVTC and PRTC to administer a program that funds multimodal projects along the I-395/I-95 Express Lanes corridor. The agreement includes the opportunity for NVTC and PRTC to mutually agree on a joint approach for selecting projects, subject to the approval by the CTB.

In January 2019, NVTC approved a separate agreement between NVTC and PRTC for the distribution and allocation of I-395 Annual Transit Investment Funds (ATI), which outlines the distribution and allocation of the annual transit payment. This agreement allows for the ATI funds to be administered under a joint arrangement, reducing program administration costs and facilitates greater regional cooperation in the selection of projects. This agreement establishes a new Commuter Choice program that serves commuters along the I-395/I-95 corridor. It is anticipated that the first annual transit payment of \$15 million would be available to the Commissions at the commencement of tolling on the I-395 Express Lanes in Fall 2019. NVTC and PRTC have jointly established a program timeline, and project selection process in accordance with the agreements.

On April 4, 2019, NVTC approved the I-395/I-95 Commuter Choice inaugural program project selection process and technical evaluation criteria, and authorized the Executive Director to initiate the I-395/I-95 Commuter Choice FY 2020 Call for Projects. Applications are due on May 15, 2019.

The FY 2020 I-395/I-95 Commuter Choice Program will follow the selection process prescribed in the agreement between NVTC and PRTC, whereby eligible projects are evaluated, prioritized, selected and then submitted to the CTB for approval. Projects will be evaluated utilizing the following criteria:

- Technical Merit (55 Points):
 - Congestion Mitigation - Person Throughput (45 percent)
 - Congestion Mitigation - Travel Time Savings (15 percent)
 - Congestion Mitigation - Transportation Connections (15 percent)
 - Congestion Mitigation - Accessibility (15 percent)
 - Diversion Mitigation (10 percent)
- Readiness (20 Points)
- Cost Effectiveness (15 Points)
- Applicant Preference (10 points)

FCDOT staff reviewed criteria for the program and recommends the following projects for submission to NVTC. As the criteria include applicant preference, they are listed in priority order, with the funding request not to exceed the amounts noted. These projects are further described in Attachment 2.

The goal for Fairfax County projects in this inaugural round of funding is to create a system of multi-modal enhancements in the I-395/I-95 corridor. The mobility proposals

Board Agenda Item
May 7, 2019

for each project complement and enhance the transportation improvements noted in each application. In this round of funding, County staff is recommending the submission of two transit projects that are accompanied by bicycle and pedestrian improvements. The intent is to present these projects as a system of enhancements as opposed to stand-alone projects.

1. Multi-modal 1: New Service: Bus Route 395/396 express from Backlick Road North Park-and-Ride to the Pentagon Metro Station, with complementary bicycle and pedestrian improvements. The new service will replace service currently provided by Route 395. *Funding Request: \$3,900,000*
2. Multi-modal 2: Expansion of Bus Route 393/394 from Backlick North Park-and-Ride and Saratoga Park-and-Ride to the Pentagon Metro Station, with complementary bicycle and pedestrian improvements. The expansion will add morning and afternoon trips on express Routes 393 and 394. *Funding Request: \$3,700,000*

Following action by the Board of Supervisors, staff will pursue NVTC FY 2020 I-395/I-95 Commuter Choice funding.

FISCAL IMPACT:

If approved, up to \$7,600,000 will be available for the aforementioned projects at the commencement of toll operations in late October 2019. This funding will be included in subsequent budget processes. The General Fund will not be impacted by the approval or denial of these funds.

ENCLOSED DOCUMENTS:

Attachment 1 - Resolution of Endorsement of Projects Being Submitted for FY 2020, I-395/I-95 Commuter Choice Inside the Beltway funding

Attachment 2 – FY 2020 I-395/I-95 Commuter Choice Project Descriptions

STAFF:

Rachel Flynn, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Dwayne Pelfrey, Chief, Transit Services Division, FCDOT

Michael Felschow, Planning Section Chief, Transit Services Division, FCDOT

Noelle Dominguez, FCDOT, Chief Coordination Section, FCDOT

Malcolm Watson, Transportation Planner, FCDOT

Nicole Wynands, Bike Program Manager, FCDOT

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, May 7, 2019, at which a quorum was present and voting, the following resolution was adopted.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby authorizes the Director of the Fairfax County Department of Transportation to submit to the Northern Virginia Transportation Commission a request for funding from the I-395/I-95 Commuter Choice Program for FY 2020 for the following projects listed in priority order:

- Multi-modal 1: New Service: Bus Route 395/396 express from Backlick Road North Park-and-Ride to the Pentagon Metro Station, with complementary bicycle and pedestrian improvements. The new service will replace service currently provided by Route 395. *Funding Request: \$3,900,000*
- Multi-modal 2: Expansion of Bus Route 393/394 from Backlick North Park-and-Ride and Saratoga Park-and-Ride to the Pentagon Metro Station, with complementary bicycle and pedestrian improvements. The expansion will add morning and afternoon trips on express routes 393 and 394. *Funding Request: \$3,700,000*

Adopted this 7th day of May, Fairfax, Virginia

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

Summary of Multimodal Project Request for I-395 Express Lanes Funding:

Project: Routes 395 and 396 – Fairfax Connector Bus Service from Gambrill Road and Backlick North Park-and-Rides to the Pentagon with Complementary Bicycle and Pedestrian Improvements

Project Description: Route 395 is an existing service to the Pentagon Metro Station. Some trips serve only the Gambrill Park-and-Ride; some serve only the Backlick North Park-and-Ride, and some serve both lots. The service is heavily utilized and currently operates on 15 to 20-minute headways. Annually, Route 395 carried an average of 18 passengers per trip. Passengers boarding trips at Backlick North that originated at Gambrill frequently must stand for the entire trip to the Pentagon, as the bus filled at Gambrill. FCDOT is proposing to split the current Route 395 into two routes. The proposed revised Route 395 would serve only the Gambrill Park-and-Ride and the Pentagon. The proposed new Route 396 would serve the Backlick North Park-and-Ride and the Pentagon and operate on 15 to 20-minute headways. The proposed service change would reduce travel time for passengers using either Gambrill or Backlick North, provide additional capacity to serve Backlick North, and contribute to reduced congestion in the I-95/I-395 corridor by improving the quality and level of transit service provided in the corridor. The project includes bike parking, wayfinding and access improvements to the park and ride lots, which will increase transit ridership on the enhanced Fairfax Connector bus routes by providing nearby customers an alternative versus arriving by single-occupancy vehicle. Currently, some of these lots reach their full vehicle-parking capacity. Therefore, the only way to increase transit ridership when the lot is full is to attract more customers by bicycle or on foot. This project includes the purchase of five additional buses – four for operating the service and one spare. The project also includes covered/secured bicycle parking facilities, which are necessary for commuters to store and retrieve their bicycle securely during weather events, as well as wayfinding signage and spot access improvements to allow customers who bike or walk to better find and enter the park-and-ride lots.

Project: Routes 393 and 394 – Fairfax Connector Bus Service from Saratoga and Backlick North Park-and-Rides to the Pentagon and the Mark Center with Complementary Bicycle and Pedestrian Improvements

Project Description: These routes currently serve two major employment centers: the Pentagon Metro Station and the Mark Center. The County receives funding from the Department of Rail and Public Transportation to support the operating cost of Route 393, which operates from Saratoga Park-and-Ride and the Gambrill Road Park-and-Ride in the Springfield area to the Mark Center and the Pentagon. The headways for this service will improve from 20 minutes to 10 minutes. The Saratoga Park-and-Ride was designed to serve as an interceptor lot for the I-95 corridor. This lot has available capacity to support additional service to both destinations. This project will add

additional service on these routes, improving the level and quality of transit service provided in the I-395/I-95 corridor and helping to mitigate congestion. The project includes bike parking, wayfinding and access improvements at the park and ride lots, which will increase transit ridership on the enhanced Fairfax Connector bus routes by providing nearby customers an alternative versus arriving by single-occupancy vehicle. Currently, some of these lots reach their full vehicle-parking capacity, and therefore the only way to increase transit ridership when the lot is full is to attract more customers by bicycle or on foot. This project includes the purchase of five additional buses – four for operating the service and one spare. The project also includes covered/secured bicycle parking facilities, which are necessary for commuters to store and retrieve their bicycle securely during weather events, as well as wayfinding signage and spot access improvements to allow customers who bike or walk to better find and enter the park-and-ride lots.

Board Agenda Item
May 7, 2019

10:20 a.m.

Matters Presented by Board Members

11:10 a.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
 - 1. *Michael Star v. Archstone-Smith, Sara Read, C. Stacey, Officer Leed, Bud Walker and Jeffrey Overand*, Case No. 1:18-cv-01598 (E.D Va.)
 - 2. *Matthew Mwendwa Soroko v. Fairfax County Court, Commonwealth of Virginia, United States of America and the Fairfax County Police Department*; Case No. CL-2018-0008391 (Fx. Co. Cir. Ct.)
 - 3. *Carlos Francisco Cordon Rivas, Sr. v. Fairfax County Department of Family Services*; Record No. 1828-18-4; *Nely Margarita Bonillas de Cordon v. Fairfax County Department of Family Services*; Record No. 1536-18-4 (Va. Ct. App.)
 - 4. *Chiao-Yung A. Sher v. Christopher A. Leonard and the Fairfax County Department of Neighborhood and Community Services*; Case No. GV19-007794 (Fx. Co. Gen. Dist. Ct. – Small Claims Division)
 - 5. *Dora Fatima Parada-Segovia v. Kenneth Barlowe and Fairfax County*, Case No. CL-2018-0009390 (Fx. Co. Cir. Ct.)
 - 6. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sun Xiaoyi and Lingang Liu*, Case No. CL-2018-0007655 (Fx. Co. Cir. Ct.) (Braddock District)
 - 7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia, v. Elizabeth H. Titlow and Carol A. Polkinghorne*, Case No. GV19-004461 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

8. *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)*
9. *Elizabeth Perry, Property Maintenance Code Official v. Charlene Farrell, Trustee of the Farrell Family Trust and Christopher Farrell, Trustee of the Farrell Family Trust, Case No. GV19-008653 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Karen I. Scharer, Case No. GV19-006360 (Dranesville District)*
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jean Marie Maria, Case No. CL-2018-0014161 (Fx. Co. Cir. Ct.) (Mason District)*
12. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Lamjam, LLC, and Tandoori Nights, LLC, d/b/a Tandoori Nights, Case No. CL-2018-0009311 (Fx. Co. Cir. Ct.) (Mason District)*
13. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert John Rindo, Case No. CL-2018-0014894 (Fx. Co. Cir. Ct.) (Mason District)*
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert John Rindo, Case No. CL-2012-0017557 (Fx. Co. Cir. Ct.) (Mason District)*
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. George M. Yaworsky and Zenia M. Yaworsky, Case No. CL-2018-0014854 (Fx. Co. Cir. Ct.) (Mason District)*
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mellinium Center, LLC, Case No. CL-2018-0010208 (Fx. Co. Cir. Ct.) (Mason District)*
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Francis A. Headley, Grace F. Headley, and Jerome E. Headley, Case No. CL-2018-0015210 (Fx. Co. Cir. Ct.) (Mason District)*
18. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia, v. Shahid Ahmad, Case No. GV19-005654 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
19. *Brian F. Foley, Building Official for Fairfax County, Virginia v. Tran Hang Thi Le and Dung Van Nguyen, Case No. CL-2018-0015677 (Fx. Co. Cir. Ct.) (Providence District)*
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Siti C. Siregar, Case No. CL-2019-0002950 (Fx. Co. Cir. Ct.) (Providence District)*

21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duane S. Whitney, Edward N. Whitney, Arthur M. Whitney, Pamela V. Whitney, Rhonda L. Whitney, Candace Alexander, and Jeanette Alexander, Case No. CL-2007-0005644 (Fx. Co. Cir. Ct.) (Providence District)*
22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. James A. Giddings, Trustee of the James A. Giddings Trust and the Brandy D. Giddings Trust, and Brandy D. Giddings, Trustee of the James A. Giddings Trust and the Brandy D. Giddings Trust, Case No. GV18-027205 (Fx. Co. Gen. Dist. Ct.) (Providence District)*
23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mark Anthony Shiflette, Case No. GV19-007148 (Fx. Co. Gen. Dist. Ct.) (Springfield District)*

**AFFIDAVIT
REQUIRED**

Board Action Item
May 7, 2019

3:00 p.m.

ACTION – 5

Board Approval of a Minor Variation Request for RZ 93-L-023 by Frontier Drive Metro Center, L.P. to Modify Proffer 8 by Adding Façade Colors, Specifically the Colors “Creamy White/Off White” to the Trim (Cupolas and Cornices), and “Black Fox or Other Contrasting Color” to the Canopies, Storefronts, and Metal Trim (Lee District)

ISSUE:

Board approval of a minor variation request to allow the addition of façade colors, specifically “creamy white/off white” to the trim (cupolas and cornices), and “Black Fox or other contrasting color” to the canopies, storefronts, and metal trim as a Minor Variation to RZ 93-L-023, pursuant to Section 18-204(5) of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board, in accordance with Zoning Ordinance Sect. 18-204(5) and Virginia Code Sect. 15.2-2302, waive the requirement of a public hearing and approve the addition of façade colors, specifically “creamy white/off white” to the trim (cupolas and cornices), and “Black Fox or other contrasting color” to the canopies, storefronts, and metal trim for RZ 93-L-023.

TIMING:

Routine.

BACKGROUND:

Under Par. 5 of Sect. 18-204 of the Zoning Ordinance, the Board may approve certain requests for minor variations to proffered conditions without a public hearing when such requests do not materially affect proffered conditions of use, density, or intensity. Specifically, Par. 5(A)(6) permits a request to modify architectural design, character, color, features, or materials for buildings and signs if the modifications are of equivalent quality and do not have a materially adverse impact on adjacent properties.

On June 6, 1994, the Board of Supervisors approved RZ 93-L-023, subject to proffers dated May 30, 1994. The application rezoned the subject property from R-1, C-3, and HC districts to C-6 and HC districts and permitted a retail center with five buildings totaling approximately 102,384 square feet, zoned C-6, and located on approximately 8.47 acres of land at 6525 Frontier Drive, Tax Map 90-2 ((1)) 86A (see Locator Map in Attachment 1).

Board Action Item
May 7, 2019

The approved proffers governing the subject property, RZ 93-L-023 are available through the Zoning Evaluation Division or online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ZAPSMain.aspx?cde=RZ&seq=3003920>

On February 7, 2019, the Department of Planning and Zoning (DPZ) received a letter dated February 6, 2019, from Inda Stagg, agent for the applicant, requesting a minor variation to modify Proffer 8 by adding additional façade colors to those permitted in the proffer. In the letter, the applicant stated that Proffer 8 limits the trim colors (cupolas and cornices) to Milwaukee Cream, and colors for canopies storefronts, and metal trim to Camden Yards Green but a search for the paint color Camden Yards Green was unsuccessful. The applicant believes that the specific color references in Proffer 8 will be problematic over time as property owners seek to maintain and update their properties. Therefore, the applicant requests permission to add façade colors to Proffer 8, specifically, “Creamy White/Off White” to the trim and “Black Fox or other contrasting color” for the other features (see Attachment 2, Excerpt of Approved Proffers for RZ 93-L-023 and Attachment 4, Letter from applicant’s agent to Zoning Evaluation Division dated February 6, 2019).

Staff has reviewed RZ 93-L-023 and the request to allow the addition of the façade colors “creamy white/off-white” to the trim (cupolas and cornices), and “Black Fox or other contrasting color” to the canopies, storefronts, and metal trim, and has determined the proposed change will not have a materially adverse impact on adjacent properties. Staff believes that approval of this minor variation request meets the requirements of the Zoning Ordinance and recommends its approval.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Excerpt of Approved Proffers for RZ 93-L-023

Attachment 3: Minor Variation Statement

Attachment 4: Letter from applicant’s agent to Zoning Evaluation Division dated February 6, 2019

Attachment 5: Affidavit available online at:

<https://www.fairfaxcounty.gov/planning-zoning/zoning/minor-variations>

Board Action Item
May 7, 2019

STAFF:

Rachel Flynn, Deputy County Executive

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

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

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

Jerrell Timberlake, Staff Coordinator, ZED, DPZ

ASSIGNED COUNSEL:

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

4. The existing tree cover will be preserved and maintained in the vegetated buffer area along Elder Avenue. The Urban Forestry Branch, DEM, shall designate at site plan review replacement trees for trees within the Elder Avenue buffer it foresees as becoming distressed. The existing tree cover will be supplemented with additional shrubs, deciduous trees (2 to 3 inch caliper) and evergreen trees no less than 8 feet in height at time of planting to provide year-round coverage as shown on the landscaping plan. Trees that die shall be replaced with suitable quantities and types as outlined by the UFB. A detailed landscaping plan showing the exact quantity and types and calipers of trees shall be reviewed and approved by the UFB. The landscaping and trees in the open spaces shall be maintained and restored. The Applicant shall protect drip lines as shown on the GDP in accordance with tree protection criteria of the UFB.
5. The elevations and the architectural treatment, including the raised panel shutters, of the southern side of Buildings D and E and the eastern side of Buildings B, C, and D shall be - substantially as shown in Exhibit A. The shutters shall be the same color as the canopies and metal frame of the buildings.
6. FAR will be no more than .28.
7. The buildings will be one (1) story as shown on the GDP. The maximum rear building heights (finished floor to the top of the flat roof deck) excluding front facades shall be as follows:

Buildings A and E	17' 5"
Buildings B and C	24'
Building D	24'

The location and dimensions of the five (5) buildings shall be substantially in accordance with those shown on the GDP.

8. The center, in keeping with the urban design concepts of the Franconia-Springfield Area Plan, will feature high-quality development that is functional, orderly, and attractive with a unified architectural theme. Internal pedestrian circulation has been provided; external pedestrian circulation is available to the Metro Station and the VRE. An important element in the landscaping and design of the building facades and materials is the objective of creating a sense of place. The Applicant proffers generally to the design concept and detailing of cornices, cupolas, brackets, fascia, and store fronts shown in Exhibit B. The trim (cupolas and cornices) shall be Milwaukee Cream, and the masonry finish shall be a Camden Yards brick color such as Dusty Rose. The canopies, storefronts, and metal trim shall be Camden Yards green, except for the main entrance to Building D where metal mullions and part of the storefront may be red and except for other minimal requirements of tenants, which in the Architect's opinion do not compromise the design.
9. Lighting shall be oriented away from Elder Avenue and from the property bordering on the south. Lighting shall be focused directly on building frontage, parking areas, travel lanes, and walkways and will not project beyond the property. No lights shall be mounted on the east or south side of Building D. Lighting for the walkway on the south side of Building E shall be mounted either on the barrier wall or lower than 7 feet on the east wall of the building. In either case, the lighting will be focused on the walkway. Lights directed towards

MINOR VARIATION STATEMENT

Frontier Drive Metro Center, L.P.

RZ 93-L-023

March 19, 2019

Pursuant to Section 18-204 of the Zoning Ordinance, the property owner, Frontier Drive Metro Center, L.P., hereby requests approval of a Minor Variation to the proffers governing Tax Map 90-2 ((1)) 86A to allow the addition of façade colors to those permitted pursuant to Proffer 8 of RZ 93-L-023; specifically the addition of "creamy white/off white" to the trim (cupolas and cornices) colors, and "Black Fox or other contrasting color" to the canopies, storefronts, and metal trim. The Applicant commits that all remaining proffers will continue to govern the use of the Property, and that the development of the Property will continue to meet the use limitations contained in the Zoning Ordinance.

FRONTIER DRIVE METRO CENTER, L.P.

By: Grosvenor GP Limited, LLC, its General Partner

By: Grosvenor Atlantic Limited, its Member



**By: D.J. Sworobuk
Its: Vice President**



**By: Scott A. Brody
Its: Senior Vice President**



WALSH COLUCCI
LUBELEY & WALSH PC

Inda E. Stagg
Senior Land Use Planner
(703) 528-4700 Ext. 5423
istagg@thelandlawyers.com

RECEIVED
Department of Planning & Zoning
FEB 07 2019
Zoning Evaluation Division

February 6, 2019

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

Re: Application for Minor Variation associated with RZ 93-L-023
Frontier Drive Metro Center, L.P. (the "Applicant")
Tax Map 90-2 ((1)) 86A (the "Application Property")

Dear Ms. Strunk:

This letter serves as a statement of justification for a proposed minor variation of the approved proffers associated with the above referenced Application Property. Par. 5 of Sect. 18-204 of the Zoning Ordinance permits the Board of Supervisors to act on six types of requests for minor variations to proffered conditions. In this specific request, the requested variation is for the sixth listed request type: To modify architectural design, character, color, features, or materials for buildings and signs provided such modifications are of equivalent quality and do not have a materially adverse impact on adjacent properties.

The Application Property, is known as the Frontier Village Center, as shopping center whose current tenants include Best Buy, Ulta Beauty, PetSmart, LensCrafters and 5.11+ (a tactical clothing and accessory store). The Application Property is located on the east side of Frontier Drive, approximately midway between Franconia Road and Spring Mall Drive in the Lee Magisterial District.

The Application Property is subject to proffers dated May 30, 1994, which were accepted by the Board of Supervisors pursuant to the approval of RZ 93-L-023 on June 6, 1994. This Minor Variation request is to modify Proffer 8 so that alternate colors may be used in lieu of the prescribed "Camden Yard Green" and "Milwaukee Cream". Proffer 8 currently states,

"The center, in keeping with the urban design concepts of the Franconia-Springfield Area Plan, will feature high-quality development that is functional, orderly, and attractive with a unified architectural theme. Internal pedestrian circulation has been provided; external pedestrian circulation is available to the Metro Station and the VRE. An important element in the landscaping and design of the building facades and materials is the objective of creating a sense of place. The Applicant proffers generally to the design concept and detailing of cornices, cupolas, brackets, fascia, and store fronts shown in Exhibit B. **The trim (cupolas**

ATTORNEYS AT LAW

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Statement of Justification
Frontier Drive Metro Center, L.P.
February 6, 2019
Page 2 of 2

and cornices) shall be Milwaukee Cream, and the masonry finish shall be a Camden Yards brick color such as Dusty Rose. **The canopies, storefronts, and metal trim shall be Camden Yards green**, except for the main entrance to Building D where metal mullions and part of the storefront may be red and except for other minimal requirements of tenants, which in the Architect's opinion do not compromise the design." [Emphasis added in **bold**.]

These prescribed colors do not have a color code associated with them, nor does the proffer permit variation from the prescribed color. A search for "Camden Yards Green" as a paint color was unsuccessful. It is apparent that such specific color references are problematic over time as property owners seek to maintain and update their properties. For this reason, the Applicant is requesting that a more general color description may be acceptable, as stated in the proposed proffer.

As always, I appreciate your consideration of this application.

Very truly yours,

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

Inda E. Stagg ^{by VB}

Inda E. Stagg
Senior Land Use Planner

Exhibit 1: Approved Proffers

**To be Deferred to
5/21/19 at 3:30 p.m.**

Board Agenda Item
May 7, 2019

3:30 p.m.

Public Hearing on PCA 2011-PR-023-02/CDPA 2011-PR-023-02 (Cityline Partners LLC) to Amend the Proffers and Conceptual Development Plan to Approve for RZ 2011-PR-023, Previously Approved for Mixed-Use Development to Permit a Continuing Care Facility and Retail, and Associated Modifications to Proffers and Site Design at an Overall Floor Area Ratio of 3.80, Located on Approximately 4.04 Acres of Land Zoned PTC (Providence District) (Concurrent with PCA 2011-PR-023-03)

and

Public Hearing on PCA 2011-PR-023-03 (Cityline Partners LLC) to Amend the Proffers for RZ 2011-PR-023, Previously Approved for Mixed-Use Development to Permit Mixed-Use Development and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 3.09, Located on Approximately 2.91 Acres of Land Zoned PTC (Providence District) (Concurrent with PCA 2011-PR-023-02/CDPA 2011-PR-023-02)

This property is located on the S. side of Westpark Drive, E. of its intersection with Westbranch Drive. Tax Map 29-4 ((7)) 9pt.

This property is located on the S. side of Westpark Drive, E. of its intersection with Westbranch Drive and W. of its intersection with Jones Branch Drive. Tax Map 29-4 ((7)) 3A and 9pt.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing for these applications is scheduled for May 8, 2019. The Planning Commission recommendation will be forwarded following decision.

ENCLOSED DOCUMENTS:

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

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Stephen Gardner, Planner, DPZ

**To be Deferred to
6/4/19 at 3:30 p.m.**

Board Agenda Item
May 7, 2019

3:30 p.m.

Public Hearing on RZ 2016-DR-027 (Pomeroy/Clark I, LLC) to Rezone from I-5 and PDC to PDH-20 to Permit Mixed-Use Development with an Overall Floor Area Ratio of 1.09 and a Density of 25.62 Dwelling Units Per Acre Including Bonus Density Associated with ADU/WDU and Approval of the Conceptual Development Plan, Located on Approximately 43.76 Acres of Land (Dranesville District) (Concurrent with PCA-C-637-4)

and

Public Hearing on PCA-C-637-4 (Pomeroy/Clark I, LLC) to Delete Land Area from RZ-C-637, Located on Approximately 37.70 Acres of Land (Dranesville District) (Concurrent with RZ 2016-DR-027)

This property is located in the N.W. quadrant of the intersection of Sunrise Valley Drive and Frying Pan Road, Tax Map 15-4 ((1)) 25 and 26A.

This property is located in the N.W. quadrant of the intersection of Sunrise Valley Drive and Frying Pan Road, Tax Map 15-4 ((1)) 26A.

The Board of Supervisors deferred this public hearing at the November 20, 2018 meeting to January 22, 2019 at 3:30 p.m.; at which time it was deferred to March 5, 2019 at 3:30 p.m.; and, again deferred to May 7, 2019 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On November 1, 2018 the Planning Commission voted 11-0 (Commissioner Hart was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2016-DR-027 and the associated Conceptual Development Plan, subject to the execution of proffered conditions dated October 12, 2018;
- Approval of PCA-C-637-04;

**To be Deferred to
6/4/19 at 3:30 p.m.**

Board Agenda Item
May 7, 2019

- Modification of Par. 2 of Sect. 6-407 of the Zoning Ordinance (ZO) to allow a privacy yard less than 200 square feet for single family attached dwellings in favor of that shown on the Conceptual/Final Development Plan (CDP/FDP);
- Modification of Par. 4 of Sect. 11-202 of the ZO to permit a reduction in the minimum required distance of 40-feet for a loading space in proximity to a drive aisle for multi-family dwellings in favor of that shown on the CDP/FDP;
- Modification of Par. 4 of Section 11-203 of the ZO of the required multi-family dwelling loading space requirement to that shown on the CDP/FDP;
- Modification of Par. 2 of Sect. 11-302 of the ZO to allow private streets to exceed 600-foot maximum length in favor of that shown on the CDP/FDP;
- Modification of Par. 10 of Sect. 11-102 of the Fairfax County ZO to permit driveway parking in front of garage parking (i.e, tandem parking) for multifamily 2-over-2 stacked dwellings as shown on the CDP/FDP;
- Modification of Par. 1 of Sect. 13-305 of the ZO to waive internal transitional yard screening and barrier requirements within PDH District in favor of that shown on the CDP/FDP;
- Waiver of Par. 3B of Sect. 17-201 of the ZO requiring inter-parcel access to adjacent parcels in favor of that shown on the CDP/FDP;
- Modification of Par. 4 of Sect. 17-201 of the ZO requiring further dedication, construction or widening of existing roads in favor of that shown on the CDP/FDP; and
- Modification of Par. 2 of Sect. 17-201 of the ZO to modify the requirement of on-road Bicycle Lane on Sunrise Valley Drive and Frying Pan Road in favor of the 10-foot wide shared use path as shown on the CDP/FDP.

In a related action, the Planning Commission voted 11-0 (Commissioner Hart was absent from the meeting) to approve FDP 2016-DR-027, subject to the development

**To be Deferred to
6/4/19 at 3:30 p.m.**

Board Agenda Item
May 7, 2019

conditions dated October 17, 2018 and subject to the approval of RZ 2016-DR-027 by the Board of Supervisors.

ENCLOSED DOCUMENTS:

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

STAFF:

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

**To be Deferred to
6/4/19 at 3:30 p.m.**

Board Agenda Item
May 7, 2019

3:30 p.m.

Public Hearing on RZ 2017-DR-012 (Pomeroy Companies, Inc/Pomeroy Investments, Inc., TR) to Rezone from R-1 and I-5 to PRM to Permit Mixed-Use Development with an Overall Floor Area Ratio of 1.15 Including Density Associated with ADU/WDU, Located on Approximately 39.42 Acres of Land (Dranesville District) (Concurrent with PCA-C-637-05)

and

Public Hearing on PCA-C-637-05 (Pomeroy Investments Inc., TR) to Delete Land Area from RZ-C-637 Previously Approved for Industrial Uses, Located on Approximately 37.20 Acres of Land Zoned I-5 (Dranesville District) (Concurrent with RZ 2017-DR-012)

This property is located in the N.E. corner of the intersection of Sunrise Valley Drive and Frying Pan Road. Tax Map 15-4 ((1)) 26B and 24-2 ((1)) 5

This property is located in the N.E. corner of the intersection of Sunrise Valley Drive and Frying Pan Road. Tax Map 15-4 ((1)) 26B

On March 5, 2019, the Board of Supervisors deferred this public hearing until May 7, 2019 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On January 30, 2019 the Planning Commission voted 12-0 to defer decision only for RZ 2017-DR-012 and PCA-C-637-05 to a date certain of February 27, 2019. On February 27, 2019, the Planning Commission voted 12-0 to further defer decision only to a date certain of April 3, 2019. On April 3, 2019 the Planning Commission voted 10-0 (Commissioners Strandlie and Tanner were absent from the meeting) to further defer decision only to a date certain of May 1, 2019. The Planning Commission recommendation will be forwarded following decision.

ENCLOSED DOCUMENTS:

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

STAFF:

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

Board Agenda Item
May 7, 2019

3:30 p.m.

Public Hearing on SE 2018-MV-021 (Starbucks Coffee Company) to Permit a Restaurant with Drive-Through, Located on Approximately 11.32 Acres of Land Zoned C-6 (Mount Vernon District)

This property is located at 8098 Rolling Road, Springfield, 22153. Tax Map 98-2 ((1)) 13B.

PLANNING COMMISSION RECOMMENDATION:

On March 27, 2019, the Planning Commission voted 10-0 (Chairman Murphy was absent from the meeting. Commissioner Sargeant was absent from the vote.) to recommend to the Board of Supervisors approval of SE 2018-MV-021, subject to the development conditions dated January 23, 2019.

ENCLOSED DOCUMENTS:

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

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Harold Ellis, Planner, DPZ

Board Agenda Item
May 7, 2019

3:30 p.m.

Public Hearing on SEA 88-D-008 (VA. Electric & Power Co., D/B/A Dominion Energy Virginia) to Amend SE 88-D-008, Previously Approved for an Electrical Substation to Allow Site Modifications and an Increase in Fence Height, Located on Approximately 3.29 Acres of Land Zoned R-1 and I-4 (Providence District)

This property is located at 8440 Tyco Road, Tysons, 22182. Tax Map 29-1 ((1)) 50C.

PLANNING COMMISSION RECOMMENDATION:

On April 3, 2019, the Planning Commission voted 9-0 (Commissioner Sargeant recused himself from the vote. Commissioners Strandlie and Tanner were absent from the meeting.) to recommend to the Board of Supervisors the following actions:

- Approval of SEA 88-D-008, subject to the development conditions dated April 3, 2019; and
- Approval of a modification of wall height, as required by Paragraph 3H of Section 10-104 of the Zoning Ordinance, in favor of the 12-foot tall wall shown on the SEA plat.

Concurrently, the Planning Commission voted 9-0 (Commissioner Sargeant recused himself from the vote. Commissioners Strandlie and Tanner were absent from the meeting.) to find that the electric substation proposed under 2232-P18-20 satisfies the criteria of location, character, and extent, as specified in Section 15.2-2232 of the Code of Virginia, as amended, and therefore is substantially in accord with the Comprehensive Plan.

ENCLOSED DOCUMENTS:

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

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Harold Ellis, Planner, DPZ

Board Agenda Item
May 7, 2019

4:00 p.m.

Public Hearing to Lease County-Owned Property at 1613 Great Falls Street to Westgate Child Center and Lewinsville Montessori School (Dranesville District)

ISSUE:

Public hearing to lease County-owned property at 1613 Great Falls Street to Westgate Child Center and Lewinsville Montessori School.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 1613 Great Falls Street to Westgate Child Center and Lewinsville Montessori School.

TIMING:

On April 9, 2019, the Board authorized the advertisement of a public hearing on May 7, 2019, to lease County-owned property at 1613 Great Falls Street to Westgate Child Center and Lewinsville Montessori School.

BACKGROUND:

The Department of Public Works and Environmental Services is completing construction of the Lewinsville Center, a 32,000-square foot facility with an address of 1613 Great Falls Street in McLean and located on a County-owned parcel identified as Tax Map Number 30-3 ((1)) Parcel 42A. This new facility replaces the former elementary school that had been repurposed to serve as the home to the Lewinsville Senior Center, Lewinsville Adult Day Health Care Center and two child care centers. Since the old building was demolished, the Senior Center and Adult Day Health Care have been conducting their programs from leased space in privately-owned buildings, and the child care operations have relocated into temporary trailers at the Lewinsville site on land leased from the County.

With the opening of the new Lewinsville Center imminent, the Facilities Management Department has agreed, subject to the approval of the Board, to terms with the two child care operators for the lease of 12,275 square feet in the new building. The non-profit Westgate Child Center (Westgate), which provides before- and after-school care for children aged two-and-a-half to twelve years old, will occupy 6,000 square feet of the building. The for-profit Lewinsville Montessori School (Montessori), which is one of the few child care facilities in the County to provide infant care, will reside in a 6,275 square foot suite. Altogether, the children of almost 200 families will be able to take advantage of a variety of play-based and education-centered programs offered at the multigenerational Lewinsville Center campus.

Board Agenda Item
May 7, 2019

The term for the Westgate lease will be ten (10) years, with two (2) options to extend the lease for an additional five (5) years each, while the term for the Montessori will be ten (10) years with one (1) option to extend for an additional ten (10) years. The County offered to lease space to the for-profit Montessori at the annual rental rate of \$28.00 per square foot or \$175,700 per year, while Westgate's non-profit status allowed the County to offer the lower rate of \$22.00 per square foot or \$132,000 per year. The annual escalation of rent under both leases will be two and one-half percent (2.5%) rather than the two percent (2%) rate that prevailed in the leases for the old Lewinsville Center spaces. In addition, Westgate and Montessori will now have to pay for the cost of the electric utility service to their facilities since each suite has been separately submetered.

The only concession asked for by the businesses was a gradual six-month phase-in of the rent increase; the rent abatement will be used by Westgate and Montessori to defray the costs of moving and furniture into the premises and IT installation.

Staff recommends that the Board authorize staff to execute all necessary documents to lease County-owned property at Lewinsville Center to Westgate Child Center and Lewinsville Montessori School.

FISCAL IMPACT:

The proposed leases will generate approximately \$281,000 in revenue during the first year (factoring in the rent abatements) and \$315,000 during the second year. The rent will escalate by 2.5 percent per year thereafter. All revenue will be deposited in the general fund.

ENCLOSED DOCUMENTS:

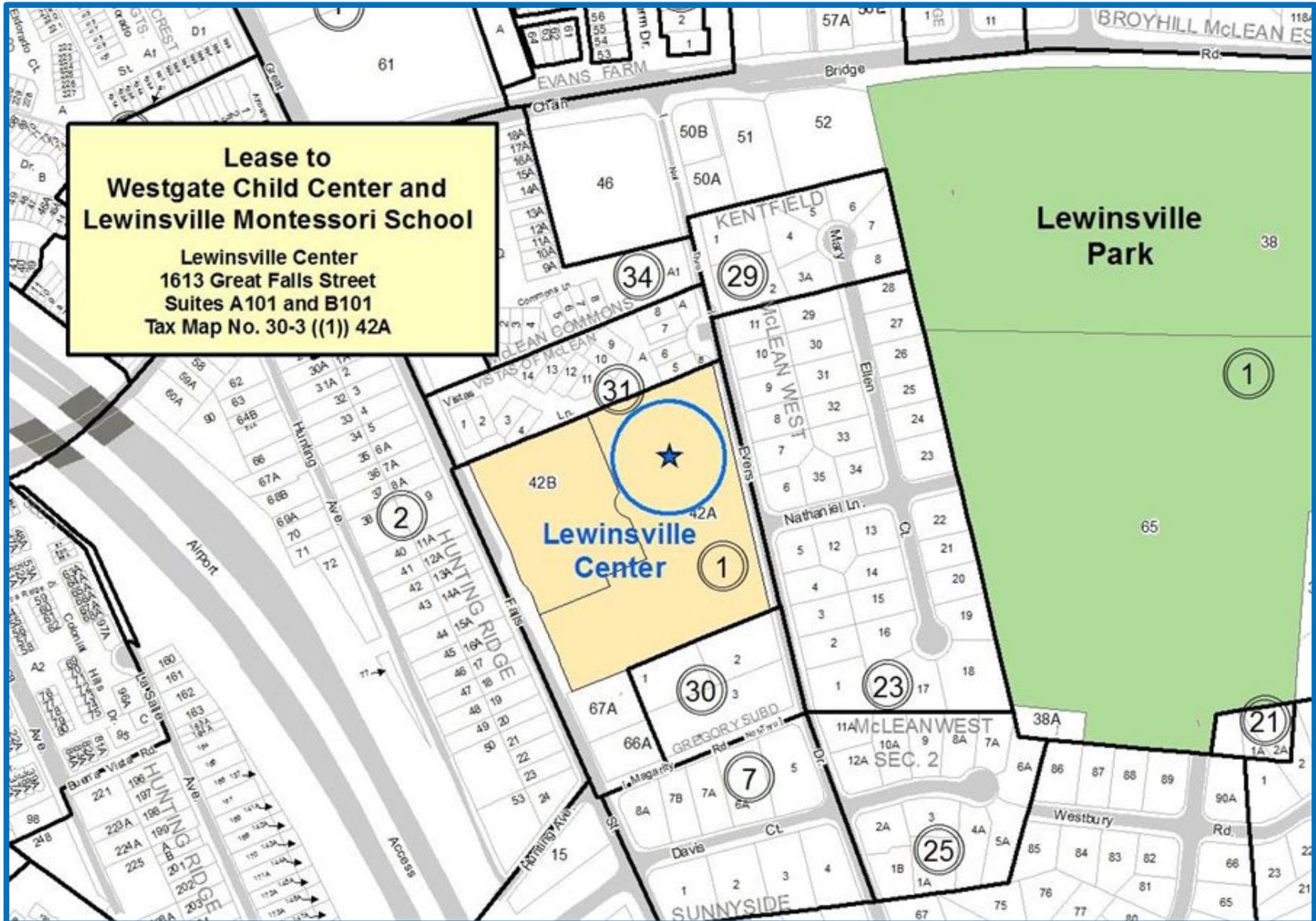
Attachment 1 – Location Map 30-3 ((1)) Parcel 42A
Attachment 2 – Draft Lease for Westgate Child Center
Attachment 3 – Draft Lease for Lewinsville Montessori School

STAFF:

Joseph M Mondoro, Chief Financial Officer
José A. Comayagua, Jr., Director, Facilities Management Department

ASSIGNED COUNSEL:

Ryan A. Wolf, Assistant County Attorney



ATTACHMENT 1



COUNTY OF FAIRFAX
REVENUE LEASE

TABLE OF CONTENTS

<u>SECTION 1</u>	<u>PREMISES GRANT</u>	1
<u>SECTION 2</u>	<u>TERM</u>	1
<u>SECTION 3</u>	<u>RENT AND/OR OTHER CONSIDERATION</u>	2
<u>SECTION 4</u>	<u>RENTAL ADJUSTMENT</u>	2
<u>SECTION 5</u>	<u>SECURITY DEPOSIT - N/A</u>	3
<u>SECTION 6</u>	<u>USE</u>	3
<u>SECTION 7</u>	<u>DEFAULT</u>	3
<u>SECTION 8</u>	<u>PARKING</u>	4
<u>SECTION 9</u>	<u>MODIFICATIONS AND REPAIRS</u>	4
<u>SECTION 10</u>	<u>SERVICES PROVIDED BY BOARD</u>	5
<u>SECTION 11</u>	<u>LIABILITY AND INSURANCE</u>	6
<u>SECTION 12</u>	<u>RESPONSIBILITIES OF TENANT</u>	8
<u>SECTION 13</u>	<u>DAMAGE BY FIRE OR CASUALTY</u>	9
<u>SECTION 14</u>	<u>SUBJECT TO ALL LAWS</u>	9
<u>SECTION 15</u>	<u>ACCESS</u>	90
<u>SECTION 16</u>	<u>WAIVER</u>	100
<u>SECTION 17</u>	<u>NOTICE OF DEFECTS</u>	10
<u>SECTION 18</u>	<u>QUIET POSSESSION</u>	100
<u>SECTION 19</u>	<u>COMPLIANCE WITH LAWS</u>	100
<u>SECTION 20</u>	<u>SURRENDER OF POSSESSION</u>	101
<u>SECTION 21</u>	<u>BENEFIT AND BURDEN</u>	11
<u>SECTION 22</u>	<u>ASSIGNMENT</u>	111
<u>SECTION 23</u>	<u>MAILING NOTICES</u>	111

<u>SECTION 24</u> <u>LIENS</u>	11
<u>SECTION 25</u> <u>RULES AND REGULATIONS</u>	111
<u>SECTION 26</u> <u>AUTHORITY TO CONTRACT</u>	112
<u>SECTION 27</u> <u>NO PARTNERSHIP</u>	122
<u>SECTION 28</u> <u>APPLICABLE LAW</u>	12
<u>SECTION 29</u> <u>COMMON AREAS</u>	12
<u>SECTION 30</u> <u>TIME OF ESSENCE</u>	12
<u>SECTION 31</u> <u>AGREEMENT AND COVENANT</u>	12
<u>SECTION 32</u> <u>SEVERABILITY</u>	123
<u>SECTION 33</u> <u>HOLDING OVER</u>	13
<u>SECTION 34</u> <u>APPROPRIATIONS</u>	13
<u>SECTION 35</u> <u>ENTIRE AGREEMENT</u>	13
<u>SIGNATURE PAGE</u>	14

COUNTY OF FAIRFAX
REVENUE AGREEMENT

THIS LEASE AGREEMENT, made this ___ day of May, 2019 ("Effective Date"), by and between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, hereinafter referred to as "Board" (whose address is Board of Supervisors of Fairfax County, Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia 22035), and WESTGATE CHILD CENTER, hereinafter referred to as the "Tenant" (whose address is 1613 Great Falls Street, Suite A101, McLean, Virginia 22101), witness:

RECITALS:

WHEREAS, the Board desires to lease to the Tenant certain lease premises, more particularly described below, and the Tenant desires to lease the same upon the terms and conditions and for good and valuable consideration described in this Lease Agreement, hereinafter referred to as the "Lease".

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

SECTION 1 PREMISES GRANT

A. The Board does hereby Lease unto Tenant and Tenant does hereby Lease from the Board a portion of the building at 1613 Great Falls Street, McLean, VA, 22101, known as Lewinsville Center. The leased premises hereinafter referred to as the "premises" consist of (1) approximately 6,000 rentable square feet of space in the building together with (2) the outdoor playground space, marked in green on Exhibit A, attached hereto and hereby made a part hereof. Such space is designated in said building as Suite A101.

B. It is agreed that, by occupying the premises, Tenant acknowledges that it has had full opportunity to examine the building, including premises, and is fully informed, independently of the Board, as to the character, construction and structure of the building. It is agreed that by occupying the premises, the Tenant formally accepts the same "as is" and acknowledges that Board has complied with all requirements imposed upon it under the terms of this Lease. This Lease does not grant any right to light or air over or about the premises or building.

C. Tenant agrees to confine its use of the premises to the areas specifically described in this Lease and any common areas necessary for ingress and egress, or otherwise necessary for the use thereof, which is specifically limited to hallways, stairways, doorways, and restrooms. Tenant agrees not to use, occupy, or obstruct any room or any area of the building not specifically leased to the Tenant by this Lease.

SECTION 2 TERM

A. The term of this Agreement will begin on May 23, 2019; provided, however, that at any point after the Effective Date, the Board may provide Tenant with notice of a different commencement date, so long as the Board provides at least 10 days' prior written notice of such new date (Commencement Date).

B. The term of this Agreement will end at 11:59 p.m. on June 30, 2029; provided, however, that the Tenant and Board agree that this Lease shall be automatically renewed for 2

additional terms of 5 years each unless notice to the contrary is given by either party 60 days prior to the end of the current term, and in this event, the Lease shall terminate at the end of the effective term. If the Lease is automatically renewed then all covenants, conditions and terms will remain the same, except that the basic rental terms shall be subject to escalation as noted in Section 4 in this Lease.

SECTION 3 RENT AND/OR OTHER CONSIDERATION

A. Tenant shall pay to the Board, in legal tender of the United States of America without setoff or deduction whatsoever as rental for said premises the following sums:

- \$772.02, payable in advance on or before May 23, 2019;
- \$6,948.19, payable in advance on or before June 1, 2019;
- \$7,758.56, payable in advance on or before July 1, 2019;
- \$8,568.92, payable in advance on or before August 1, 2019;
- \$9,379.28, payable in advance on or before September 1, 2019;
- \$10,189.64, payable in advance on or before October 1, 2019;
- \$11,000.00, payable in advance on or before each of November 1, 2019; December 1, 2019; January 1, 2020; February 1, 2020; March 1, 2020; April 1, 2020; May 1, 2020; and June 1, 2020; and
- Commencing on July 1, 2020, the sum of \$135,300.00 annually, or \$11,275.00 monthly, payable in advance on the first day of each month (subject to escalation as set forth below).

All rental payments shall be made by check payable to Fairfax County, paid to the Board or its duly authorized agent, at the office of Facilities Management Department, 12000 Government Center Parkway, Suite 424, Fairfax, VA 22035

B. If Tenant shall fail to pay said rent as aforesaid, although there shall have been no legal or formal demand made, or shall break or violate any of the conditions or promises contained in this Lease, then, and in either of said events, this Lease shall, at the sole option of the Board, terminate upon written notice of termination by the Board and such failure or violation shall operate as a Notice to Quit, other Notice to Quit being hereby expressly waived, and the Board may proceed to recover possession of said premises under and by virtue of the provisions of the law of the state of Virginia. In the event of such re-entry, by the Board, the Tenant shall nevertheless remain in all event liable and answerable for the full rental to the date of retaking or re-entry, and the Tenant shall also be, and remain, answerable in damages for the deficiency in rental payments which the Board may thereby sustain in respect of the balance of the term.

C. If Tenant's use requires the assignment of above normal staff to operate the building beyond the Board's regular day, Tenant shall pay the Board a fee for these services based on hourly rate set by the Board.

D. There may be added to and payable as Additional Rent a late charge of ten percent (10%) for any installment of rent not received within ten (10) days of due date, if the Rent is accepted by the Board.

SECTION 4 RENTAL ADJUSTMENT

On July 1, 2021, and thereafter July 1 of each succeeding year throughout the term of this Lease, annual rent (and the monthly installments thereof) shall be adjusted with a two and a half percent (2.5%) increase.

SECTION 5 SECURITY DEPOSIT – N/A

SECTION 6 USE

A. Tenant represents covenants and warrants that the premises will be used lawfully and agrees to abide by all the laws and regulations of all lawful authorities for the following purposes and for no other purposes: child development center.

B. The use intended by the Tenant may not be in compliance with existing Fairfax County Board of Supervisors regulations and/or requirements. It shall therefore be the responsibility of the Tenant to obtain at its expense any and all approvals, permits and licenses necessary to occupy and to conduct its use of the premises, including without limitation any certificate of occupancy/non-residential use permit and any professional licenses needed for the operation of the trailer(s) as a child development center. This Agreement shall be subject to the Tenant's obtaining the said approvals, permits and licenses, and shall terminate if same cannot be obtained within ninety (90) days for Special Permits and one hundred twenty (120) days for Special Exceptions from the dates of this agreement. The Board shall assist in providing available material and technical data to the Tenant as required to make application, but shall in no way be a party to or participate in the said application. Tenant agrees to deliver to the Board within thirty (30) days of receipt evidence that these necessary approvals, licenses and permits have been obtained. Tenant agrees to present evidence at any time during the term of this Lease or renewals or any extension thereof, that any and all necessary approvals, licenses and permits continue in effect. Such evidence shall be presented within ten (10) days of receipt of the Board's request for such evidence. In the event any approvals, licenses or permits required for Tenant to conduct its permitted use hereunder is not in effect or in the event that any action which may result in the withdrawal, suspension or revocation of any such approval, Lease or permit is pending, the Board may at its option, cancel this Lease by providing twenty (20) days written notice.

SECTION 7 DEFAULT

Tenant shall be considered in default of this Lease upon happening of any of the following:

- A. A default of ten (10) days in payment of rent from the date due;
- B. It is hereby agreed that all personal property of the premises shall be liable to distraint for rent, except as to the unpaid balance of any conditional sales contract, and the Tenant hereby waives its homestead exception and the benefit of other laws exempting personal property from levy and sale for arrears rent.
- C. A breach of any term, covenant or condition of this Lease other than payment of rent continuing for more than five (5) days after written notice is received by the Tenant.
- D. Death, dissolution or commencement of any proceeding to dissolve Tenant, termination of existence, insolvency, business failure, appointment of the receiver or trustee of Tenant's property, assignment for the benefit of creditors of all or any part of the property of Tenant, or commencement of any proceedings under any bankruptcy or insolvency law by or against Tenant.
- E. The abandonment of the premises by the Tenant or the discontinuance of the use permitted hereunder.
- F. In the event of default by Tenant, the Board may, at its option, terminate this Lease, and re-enter the premises and again have, possess, and enjoy the same as and of its former

estate, but no such re-entry shall be deemed an acceptance of the surrender of this Lease. In the event of re-entry for default, the Board may, at its option, relet the premises or any part thereof, as agent for Tenant, for any sum which it may deem reasonable, but the Board shall not be under any obligation to relet the premises for any purpose other than that specified in this Lease. In event of termination for default, Tenant shall remain liable for all its obligations under the Lease, and for such losses and damages as the Board may sustain as a result of Tenant's breach thereof, which together with reasonable attorneys' fees, shall be considered payable as rent hereunder.

G. If the Tenant or its representatives shall neglect or fail to perform or observe any covenant herein contained on the Tenant's part to be kept or performed, or shall become a bankrupt or insolvent, or suffer any levy against his property on the said premises or shall make an assignment for the benefit of creditors, then and in any such case, the Board, its successors or assigns, may declare the term of this Lease at end immediately, without notice or demand, enter into and upon the premises, or any part thereof, repossess the same, expel the Tenant and those claiming under him (them) and remove his (their) effects forcibly, if necessary, without being deemed guilty of any manner of trespass, but without prejudice to the lawful remedies which the Board, its successors or assigns, may have for arrears of rent and the breach or covenants of this Lease.

SECTION 8 PARKING

Tenant will have sixteen (16) parking spaces reserved for its exclusive use, as marked on Exhibit B. Tenant may also use those parking spaces marked "Shared" on Exhibit B; Tenant understands and agrees that parking in these spaces is shared with other occupants of the Facility, and that Tenant's share of such parking is undefined. Tenant agrees to cooperate fully with Board in keeping Tenant's agents, servants, guests or invitees from using any additional parking spaces at this facility. Any vehicles parked at the site shall be at the Tenant's own risk.

SECTION 9 MODIFICATIONS AND REPAIRS

A. Tenant agrees to accept the premises "as is" and to pay for any necessary modifications and repairs in order to make the premises acceptable for the approved use. This shall not be construed to include major modification required to bring the building in compliance with Fairfax County, Virginia Code requirements, which shall be the responsibility of the Board, at its election.

B. The Board must approve in advance all improvements including but not limited to structural, interior and exterior modifications or additions. Approval(s) shall be given in writing. Tenant will submit plans and specifications for approval, which approval shall not be unreasonably withheld.

C. Tenant shall not be due any refund or payment of any kind from the Board for any modifications or improvements to the premises made by or for the Tenant and all such improvements shall be and remain the sole property of the Board at the termination of the Lease.

D. Tenant shall not place any lettering, signs or objects on doors, windows or outside walls of premises without the permission of the Board. No signs shall be visible through or on windows.

E. Tenant shall not, without the prior written approval of the Board, paint or paper or decorate or drive nails in or otherwise deface or injure the walls or ceiling or woodwork or floors of said premises, install any electrically or mechanically operated equipment (including air conditioners) in said premises. At the termination of the Lease, or any extension or renewal

thereof, all such improvements shall be and remain the property of the Board. Tenant expressly covenants and agrees that the Board may, at its sole and absolute discretion, require such improvements to be removed and the premises restored to their original condition, with such removal and restoration to be at Tenant's expense.

F. Tenant shall be responsible for repairs or maintenance necessitated by the negligence of Tenant, its agents, servants, guests or invitees; and all damage to the premises caused by the Tenant, its agents, servants, guests or invitees, shall be repaired promptly by, or at the expense of the Tenant, at the option of the Board.

G. Any renovation or improvements made or obtained by Tenant are made at Tenant's sole risk and expense, and the Board shall not be held responsible for any claims for injury or loss of property due to renovation or improvements made by or for Tenant.

H. In use of said structural alterations, changes or improvements, Tenant may be required upon the termination of the Lease or any extension or renewal thereof to restore the premises to their original condition. All movable partitions, trade fixtures, floor covering, or equipment installed in the premises at Tenant's expense shall remain the property of the Tenant, and may be removed by Tenant. Tenant shall, however, repair any damage caused by such removal. In addition, Tenant will restore or repair any damage to the premises which affects accessibility by the handicapped as defined in the American Disabilities Act (ADA).

I. As determined by the Board, any increased facility operating costs resulting from the modifications will be added to the Rent and Tenant shall pay such costs as Additional Rent.

SECTION 10 SERVICES PROVIDED BY BOARD

In consideration of the rental herein reserved and of the foregoing covenants and agreements, the Board covenants and agrees:

A. To provide electric (as described in Section 10(A)(1), below) and heating services to the premises, water and sewer services to the building of which the premises are a part; however, Board shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of the Board or by accidents, repairs or strikes nor shall such failure constitute an eviction; nor shall Board be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing. These services shall be provided as follows:

(1) Electricity for normal business usage. The premises are separately submetered for electricity. Tenant will be responsible for contacting the electric provider to establish service and for paying the electric bill related to the meter for the premises. If Tenant fails to timely pay its electric bill to the provider, the Board has the right (but not the obligation) to pay the bill itself and to charge the amount of such payment to Tenant as Additional Rent, to be paid promptly upon demand. To avert possible adverse effect upon the building's electric service, Tenant shall not, without Board's prior written consent in each instance (which shall not be unreasonably withheld), connect any additional fixtures, appliances or equipment (other than lamps, typewriters and similar small office machines) to the building's electric distribution system or make any alteration or addition to the electric system of the premises existing on the Commencement Date of this Lease.

(2) HVAC service to premises, daily from 7:00 a.m. to 6:00 p.m., with nighttime setback, Monday through Friday, Fairfax County legal holidays excepted, during those portions of each year that HVAC service may be necessary, so as to provide a temperature condition required for the comfortable occupancy of the premises under normal business condition.

(3) Cold water for drinking, lavatory and toilet purposes, drawn through existing fixtures or fixtures installed by Tenant with Board's written consent, and hot water for lavatory purposes from the regular building supply at reasonable temperatures.

(4) Custodial and trash removal services shall be provided in a manner as determined by the Board for similar buildings owned by Fairfax County.

B. To provide maintenance to the premises during the term of this Lease or any extension thereof, in such manner as determined by the Board for heat, plumbing, electrical, sewer and water systems, snow and ice removal, sanding or salting of the driveway, walks and parking areas, grass cutting, and repair to the doors, windows and roof, provided that such damage, defect or repair is not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients).

C. As determined by the Board, any increased facility operating costs resulting from Tenant's operations exceeding normal business use will be added to the Rent and Tenant shall pay such costs as Additional Rent.

D. The Board shall, in no event, be liable for consequential damages, for any losses arising from or related to the Lease or the tenancy.

E. Tenant is responsible for its own internet and telephone services, as well as for coordinating with any telecom provider. Tenant may not grant any easement to a telecom or other provider without the prior written consent of the Board, which the Board may grant or withhold in its sole discretion.

F. The Board will provide Tenant with 50 proxy cards for the door to Tenant's playground space. If Tenant requires additional and/or replacement proxy cards, the Board will provide them at a charge of \$25 each. The Board will also maintain the keypad security system to the Premises and, on reasonable advance notice, update the keycode upon Tenant's request.

SECTION 11 LIABILITY AND INSURANCE

A. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said premises, shall be and remain at the sole risk of the Tenant, and Board shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The Board shall not be liable for any personal injury to the Tenant (including its employees, business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the premises.

B. Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall promptly pay (or, if Board (being under no obligation to do so) initially pays such amounts, reimburse Board) for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Board agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

C. INSURANCE REQUIREMENTS: Tenant shall, during the Term, do the following:

1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Tenant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate, to protect Tenant, its subtenants, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under this Lease or Tenant's operations.

3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by Tenant. In addition, all mobile equipment used by Tenant will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

4) Maintain All-Risk Property Insurance on tenant improvements and personal property in an amount not less than the full insurable replacement value of such buildings and personal property. Maximum deductible is \$10,000, but may be higher on a case-by- case basis.

5) Arrange, at Tenant's election, liability insurance by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

6) Provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

Compliance by Tenant and all subtenants with the foregoing requirements as to carrying insurance shall not relieve Tenant and all subtenants of their liabilities under the provisions of this Lease. If Tenant fails to maintain the required insurance the Board may, but does not have to, maintain the insurance at Tenant's expense plus an additional 15% administrative charge payable to the County. The policy shall expressly provide that it is not subject to invalidation of the Board's interest by reason of any act or omission on the part of Tenant.

D. PROOF OF INSURANCE:

1) Tenant will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

2) Tenant will secure and maintain all insurance certificates of its sub Tenants, which shall be made available to the County on demand.

3) Tenant will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Tenant's insurance agent or representative.

4) No change, cancellation, or non-renewal shall be made in any insurance coverage without a 60 day written notice to the County. Tenant shall furnish a new certificate

prior to any change or cancellation date. The failure of Tenant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

5) The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

E. The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

F. INDEMNIFICATION: The Tenant hereby agrees to indemnify and hold harmless the Board of Supervisors, Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits (including reasonable attorney fees and the costs of appeals arising out of any claims or suits) because of the Tenant (including the agents, servants, employees, volunteers, business invitees, customers, guests or trespassers of Tenant and/or any subtenant) arising from the use, occupancy and condition of the premises.

SECTION 12 RESPONSIBILITIES OF TENANT

Tenant covenants and agrees:

A. Not to injure or deface or suffer to be injured or defaced the premises or any part hereof and to promptly replace or repair any damages to said premises, other than damage to structural portions not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients). For clarity, Tenant's obligation to replace and repair includes the obligation to repair and replace any damage to playground equipment or built-in furniture, as well as the obligation to replace, as reasonably necessary, playground mulching materials.

B. To keep said premises in good order and condition at all times and to give the Board prompt notice of any defects in, or damage to, the structure, equipment, or fixtures of said premises.

C. Not to strip, overload, damage or deface the premises or hallways, stairways, or other approaches thereto, of said building, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon the premises or any part of said building.

D. Not to keep gasoline or other flammable material or any other explosive in or near the premises or in or near the building of which they are a part which will increase the rate of fire insurance on the building beyond the ordinary risk established for the types of operations above provided to be conducted therein or in violation of Fairfax County regulations and any such increase in the insurance rate due to the above, or Tenant's special operations carried on within the premises, shall be borne by Tenant. Tenant shall not by any act or thing placed upon the premises or in or about the building of which they are a part which makes void or voidable any insurance on the said premises or building; and Tenant expressly agrees to conform to all rules and regulations from time to time established by the Commonwealth of Virginia Insurance Rating Bureau, or any other authority having jurisdiction.

E. To take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, water, and utilities).

F. Not to use or allow to be used the premises or any part thereof for any illegal, unlawful, or improper purpose, or for any activity which will be noisy, boisterous or in any other manner constitute a nuisance, to adjacent properties or the adjacent neighborhood or which may be likely to endanger or affect any insurance on the said premises.

G. All covenants of Tenant relating to the use of, or misuse of, the premises and of the property of which they are a part or anything therein shall be construed to include use or misuse thereof by Tenant's agents, employees, and invitees.

H. To supervise and conduct its activities in such a manner as to insure no disruption to the pleasurable and quiet enjoyment and possession of the other occupants of the building.

I. To comply with all rules and regulations, conditions of this Lease; and any violation of said rules, regulations and conditions shall be a violation of this Lease.

J. Not to obstruct or use the sidewalks, passages, and staircases and other parts of the building which are not occupied by the Tenant for any other purpose than ingress and egress.

SECTION 13 DAMAGE BY FIRE OR CASUALTY

A. If the premises shall be destroyed or damaged from whatever cause, so as to render them unfit for the purpose for which Leased, and if it is not reasonably possible to repair such destruction or damage within ninety (90) days, as determined by the Board, either party shall be entitled to terminate the Lease by written notice within fifteen (15) days after such destruction.

B. If the premises can reasonably be repaired within ninety (90) days from the date of damage, as determined by the Board, then it shall be the duty of the Board to so repair such premises to the extent that monies are available from the Board's fire and casualty insurance, provided that if the extent of damage is such as to cause the cost of repairs to be more than the monies available under such insurance, or if the Board determines that it is uneconomical, impractical or unfeasible to make such repairs considering the extent of damage and the cost of repairs, the Board may, at its option, terminate the Lease on ten (10) days written notice.

C. In the event of any damage or destruction to which the above provisions are applicable, rent shall be proportionally abated for the period from the date of such damage or destruction until the repair of the premises or the termination of this Lease, as the case may be, to the extent which Tenant is deprived of normal occupancy and use of the premises.

SECTION 14 SUBJECT TO ALL LAWS

This Lease shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia, Fairfax County, and appropriate Board Regulations; and Tenant agrees to abide by these provisions.

SECTION 15 ACCESS

Tenant shall allow the Board, its employees or agents to have access to the premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or at any other time for the purpose of performing any work required to be performed by the Board, or which the Board considers necessary or desirable, or for any other purpose for the reasonable protection of said premises or of the building of which the premises are a part.

SECTION 16 WAIVER

A. No waiver by the Board of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

B. To the extent permitted by law, the Board shall not be liable for and the Tenant releases the Board and Board's agents, employees, contractors, volunteers and servants from, and waives all claims for damage to person or property sustained by the Tenant or any occupant of the building or premises resulting from the building or premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any Tenant or occupant of the building or of any other person, including the Board, its agents or employees.

SECTION 17 NOTICE OF DEFECTS

Tenant shall give the Board prompt written notice of accidents or defects on or about or of damages to the premises or the building of which the premises are a part.

SECTION 18 QUIET POSSESSION

The Board covenants and agrees that, if Tenant shall perform all the covenants, conditions, and agreements herein contained to be performed on Tenant's part, Tenant shall at all times during the term of this Lease and any renewal or extension thereof have the peaceable and quiet enjoyment and possession of the premises.

SECTION 19 COMPLIANCE WITH LAWS

It is understood, agreed and covenanted by and between the parties hereto that Tenant at its expense, will promptly comply with, observe, and perform all of the requirements of all of the statutes, ordinances, policies, rules, orders, procedures, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, Commonwealth of Virginia, Fairfax County Government, Fairfax County School Board, Fairfax County Fire and Rescue Services Office, or other governmental agencies located within Fairfax County. If any act or failure to act on Tenant's part results in a violation of any of the above referred to statutes, ordinances, rules, orders, and regulations, upon due notice, Tenant will act promptly to comply therewith. Any violation of any of the above referred to statutes, ordinances, rules order and regulations is subject to Section 7 of this Agreement.

SECTION 20 SURRENDER OF POSSESSION

Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the premises not the property of the Board, and to yield up to the Board the premises and all keys and locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Tenant), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Tenant is not herein expressly made liable, excepted.

SECTION 21 BENEFIT AND BURDEN

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives.

SECTION 22 ASSIGNMENT

The Tenant shall not transfer nor assign this Lease, nor let or sublet the whole or any part of the said premises or permit any other person, firm or corporation to occupy or use any part of said premises without the written consent of the Board first had and obtained.

SECTION 23 MAILING NOTICES

Any notice which the Board may desire or be required to give the Tenant shall be deemed sufficiently given or rendered, if in writing, delivered to the Tenant by certified or registered mail, return receipt requested, addressed to the Tenant at 1613 Great Falls Street, Suite 101A, McLean, VA 22101, or at premises. Any notice which the Tenant may desire or be required to give the Board shall be deemed sufficiently given or rendered, if in writing, delivered to the Board by certified or registered mail, return receipt requested, addressed to Facilities Management Department at Fairfax County Government Center, 12000 Government Center, Suite 424, Fairfax, Virginia 22035, Attention: Leasing Department, or other such places as Tenant or Board may from time to time designate in writing. Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

SECTION 24 LIENS

If any mechanic's lien or liens shall be filed against the premises for work done or materials furnished to Tenant or its sublessees, Tenant, within thirty (30) days after notice thereof, at its expense will cause such lien or liens to be discharged by filing or causing to be filed the bond or bonds for that purpose required by law or provide other suitable security.

SECTION 25 RULES AND REGULATIONS

Tenant and its agents and employees shall abide by and observe such reasonable rules and/or regulations as may be promulgated from time to time by the Board for the operation and maintenance of the building, provided that the same are in conformity with common practice and usage and are not inconsistent with the provisions of this Lease and a copy thereof is sent to Tenant. Nothing contained in this Lease shall be construed to impose upon the Board any duty or obligation to enforce such rules and/or regulations, or the terms, conditions or covenants contained in any other Lease as against any other Tenant, and the Board shall not be liable to Tenant as against any other Tenant, and the Board shall not be liable to Tenant for violation of the same by any other Tenant, its employees, agent, business invitees, Tenants, customers, clients, family members or guests.

SECTION 26 AUTHORITY TO CONTRACT

The Board covenants that it has a right to make this Lease for the term aforesaid, and that if Tenant shall pay the rental and perform all of the covenants, terms and conditions of Lease hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the premises without molestation or hindrance by Board or any party claiming through or under Board.

SECTION 27 NO PARTNERSHIP

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Board and Tenant, or to create any other relationship between the parties hereto other than that of Board and Tenant.

SECTION 28 APPLICABLE LAW

The Board and Tenant agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease.

SECTION 29 COMMON AREAS

The Board reserves the right to alter the common areas, as deemed necessary, in the sole discretion of the Board, so long as such alteration does not interfere with the Tenant's reasonable use of the space for the purposes contemplated in contracting for the space. This includes but is not limited to the parking area, grounds, common hallways, walkways, etc. and such right shall not be infringed by Tenant.

SECTION 30 TIME OF ESSENCE

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

SECTION 31 AGREEMENT AND COVENANT

Every term, condition, agreement or provision contained in this Lease that imposes any obligation on Tenant or the Board shall be deemed to be also a covenant by Tenant or the Board.

SECTION 32 SEVERABILITY

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

SECTION 33 HOLDING OVER

If Tenant shall not immediately surrender the Leased Premises on the date of expiration of the term hereof, and subject only to the Board's approval, Tenant shall, by virtue of the provisions hereof become a Tenant on a month to month basis. Tenant, as a monthly Tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Tenant shall give to Landlord at least thirty (30) days written notice of an intention to quit the Leased Premises, and Tenant shall be entitled to thirty (30) days written notice from the Landlord to quit the Leased Premises.

SECTION 34 APPROPRIATIONS

Any and all of the Board's financial obligations under this Lease are subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

SECTION 35 ENTIRE AGREEMENT

This Lease, together with any EXHIBITS attached hereto and referenced herein, contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provisions of this Lease shall be deemed to have been made, unless it be in writing and signed by both parties hereto.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

WITNESS:

LANDLORD:

The Board of Supervisors for Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035

By: _____
Joseph M. Mondoro
Chief Financial Officer

WITNESS:

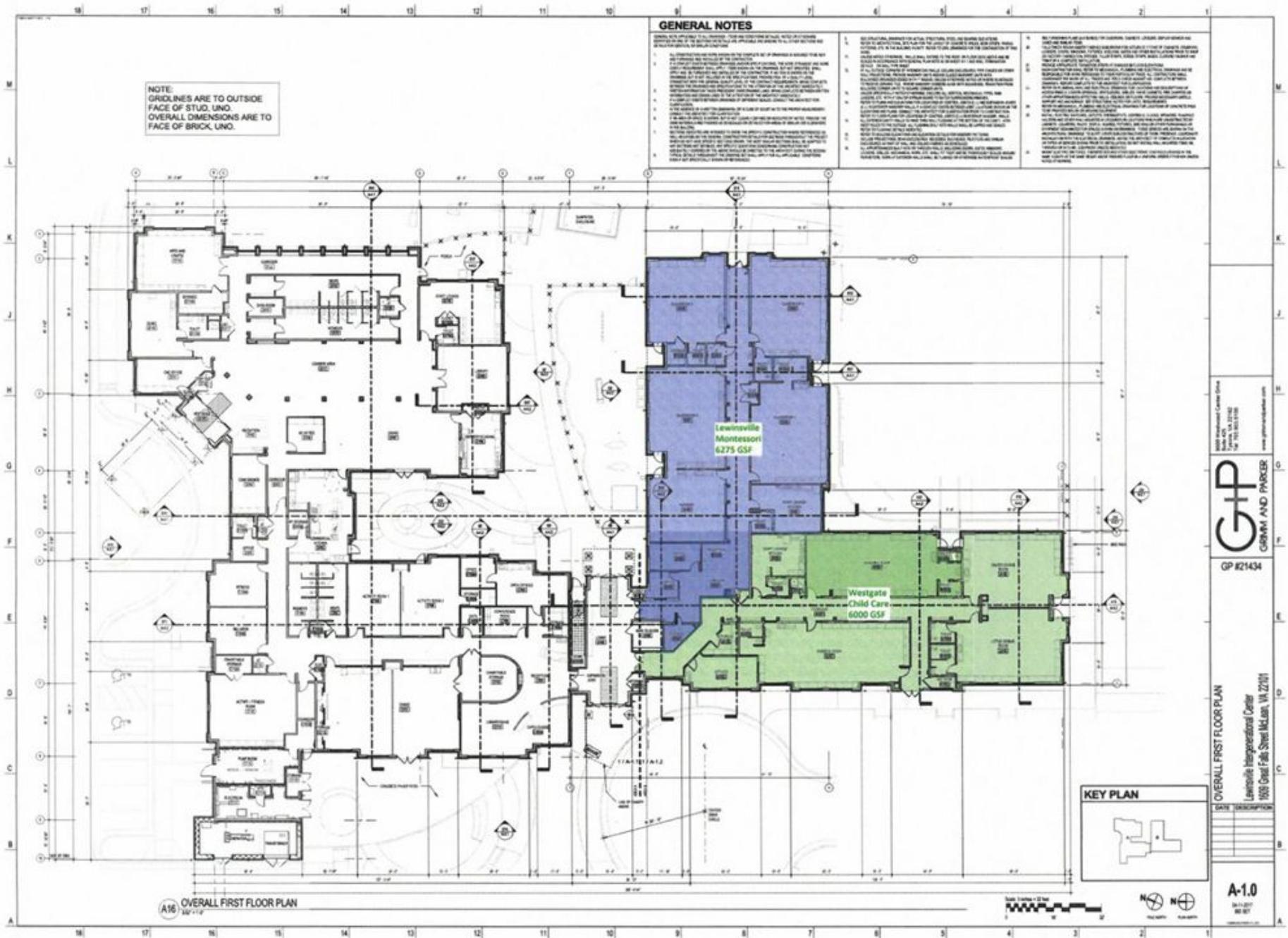
TENANT:

Westgate Child Center

By: _____

EXHIBIT A



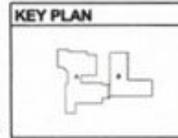


NOTE:
GRIDLINES ARE TO OUTSIDE
FACE OF STUD. UNO.
OVERALL DIMENSIONS ARE TO
FACE OF BRICK, UNO.

GENERAL NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF STUD. UNO.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF BRICK, UNO.
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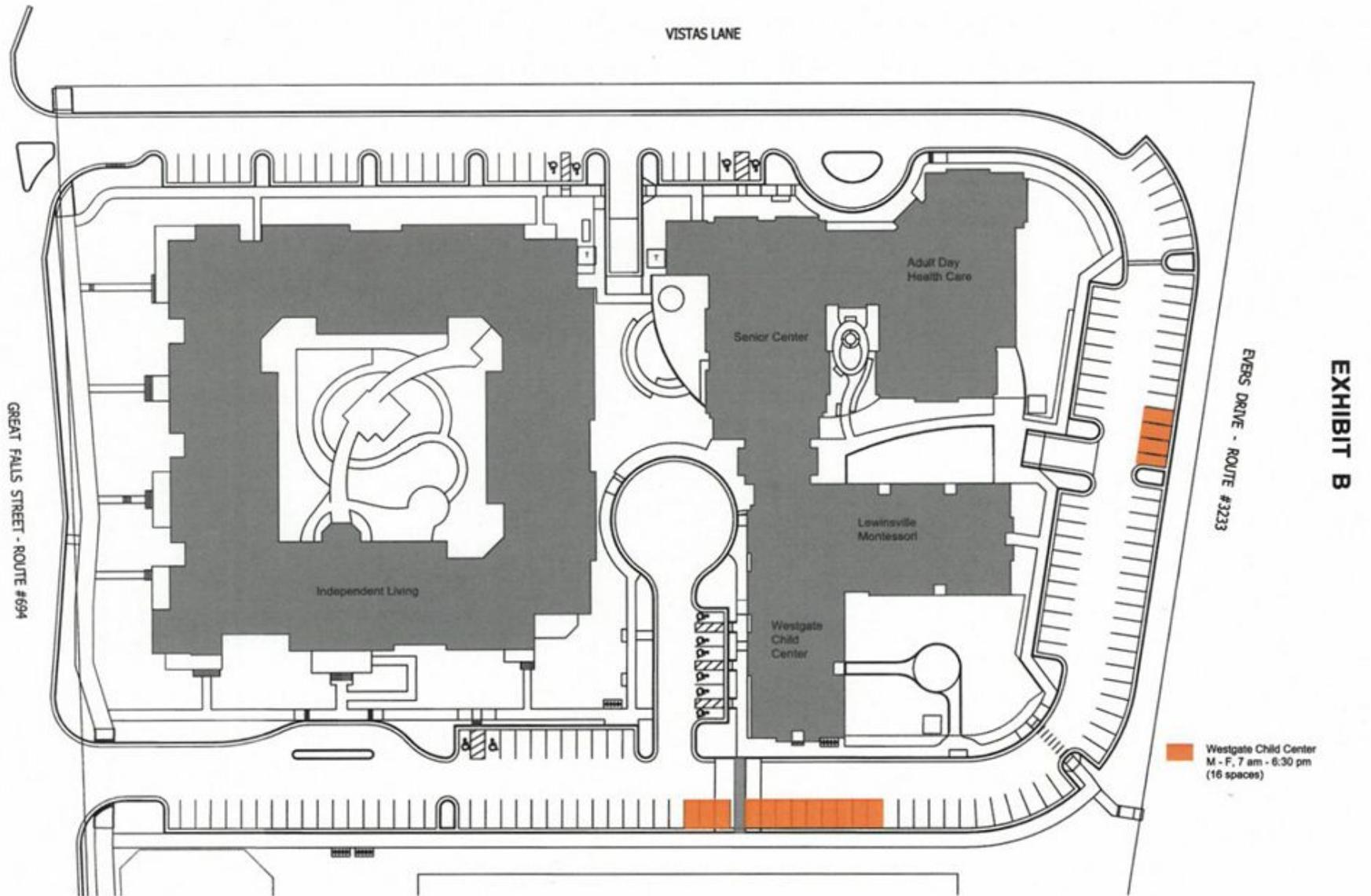
A16 OVERALL FIRST FLOOR PLAN
1/10/17

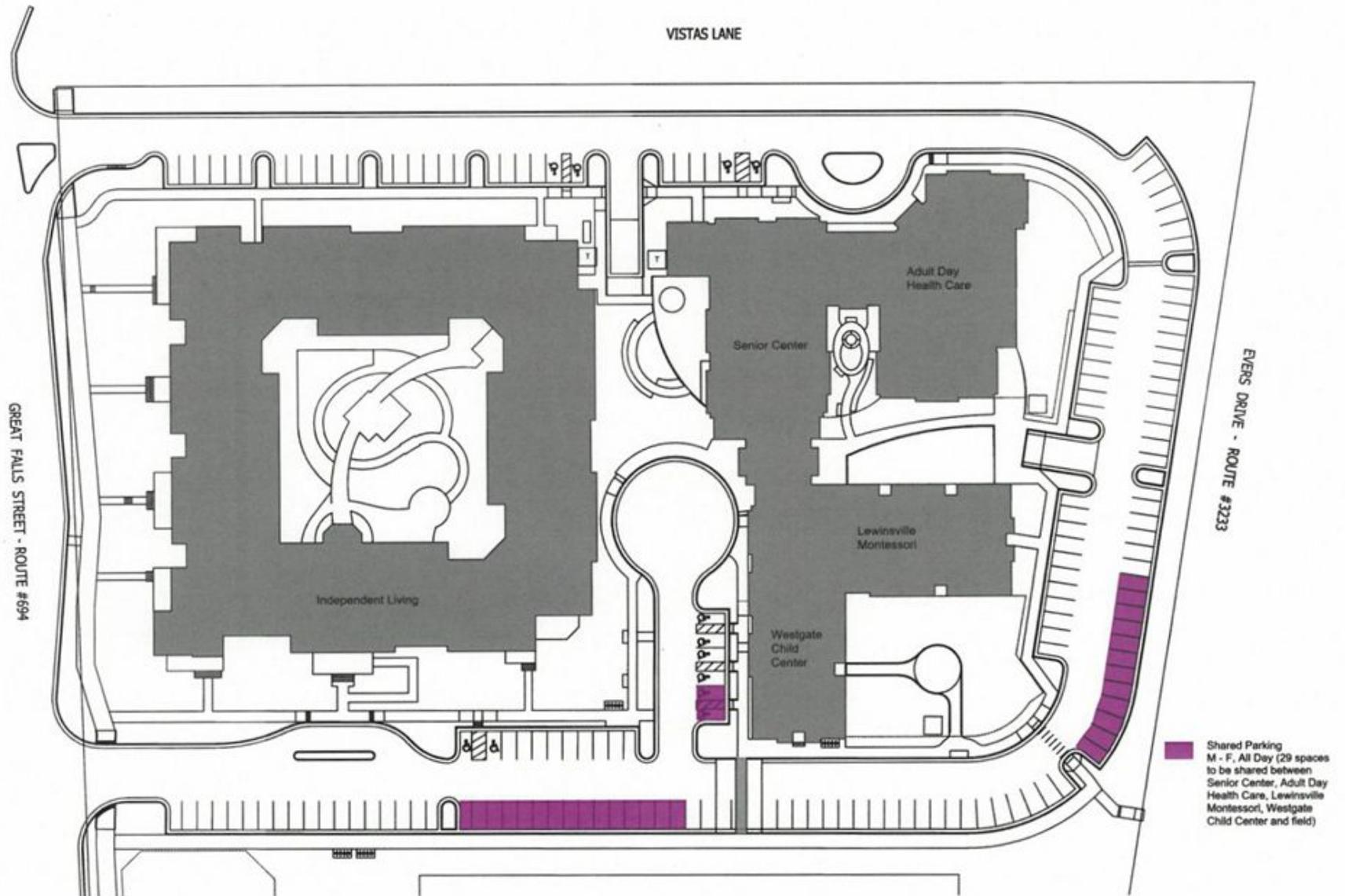


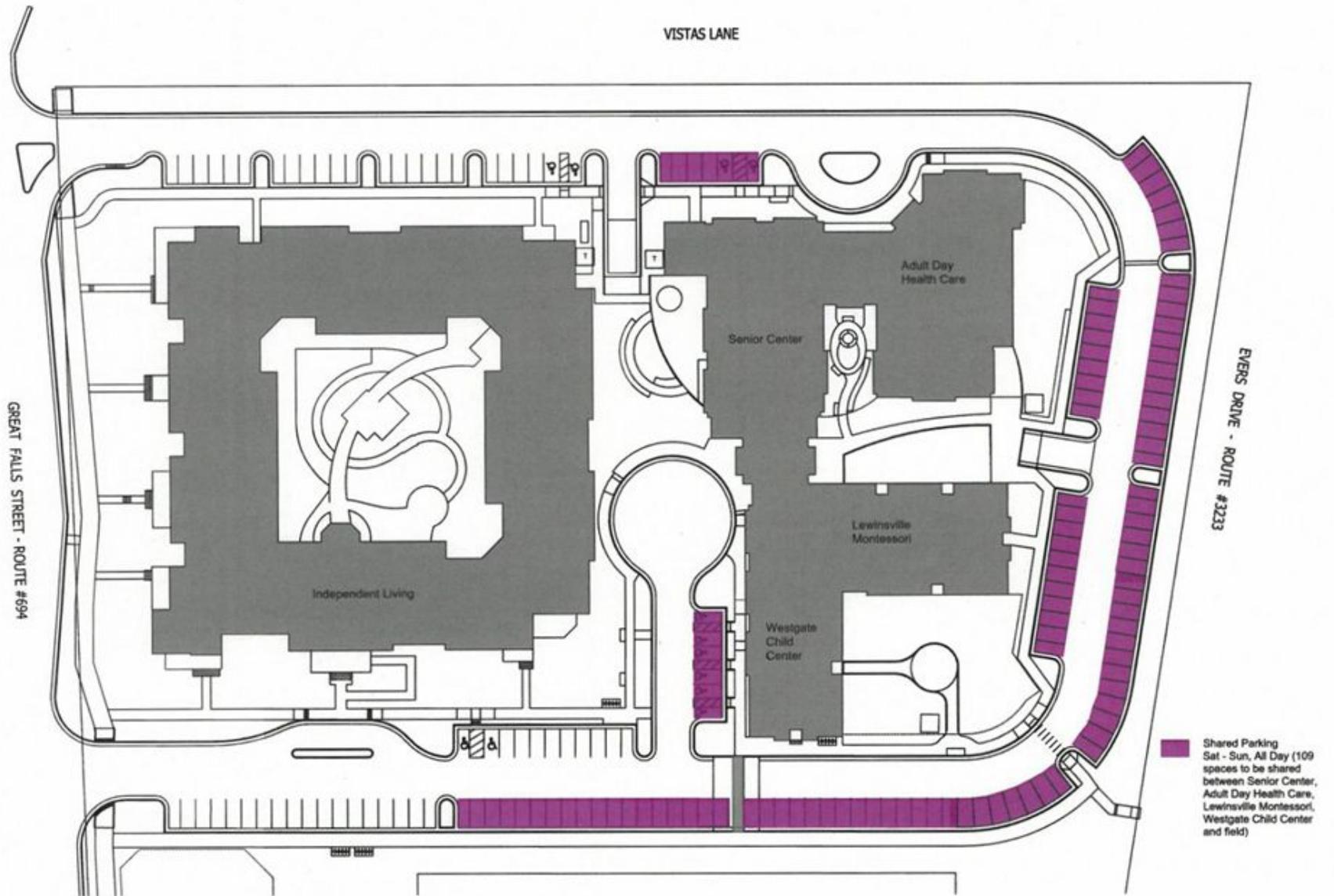

 GPM AND PARKER
 GP #21434

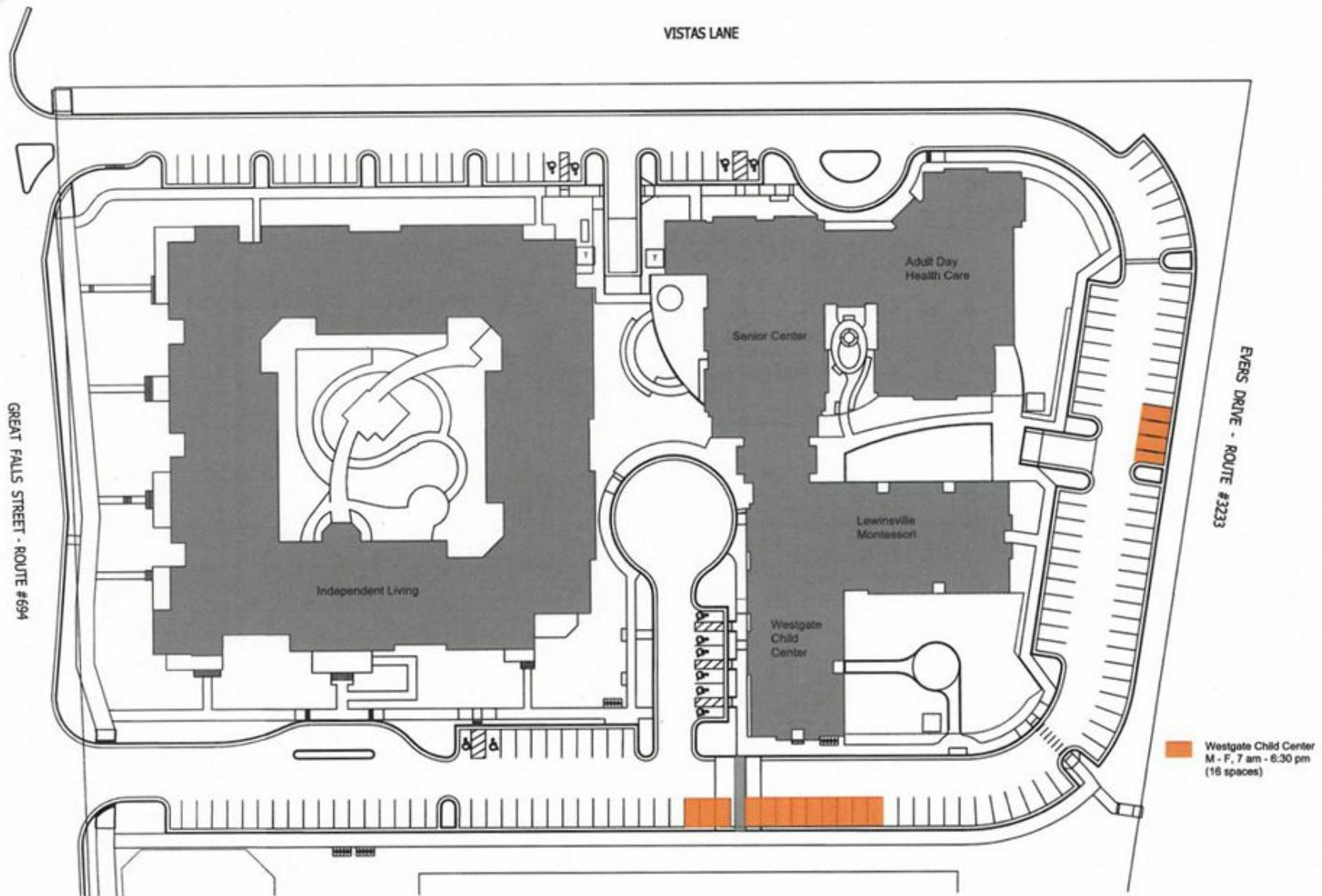
OVERALL FIRST FLOOR PLAN
 Lewisville Montessori Center
 1000 Grand Falls Street, Lewisville, VA 22071

A-1.0
 10/1/17











COUNTY OF FAIRFAX

REVENUE LEASE

TABLE OF CONTENTS

SECTION 1 PREMISES GRANT..... 1

SECTION 2 TERM..... 1

SECTION 3 RENT AND/OR OTHER CONSIDERATION 2

SECTION 4 RENTAL ADJUSTMENT 2

SECTION 5 SECURITY DEPOSIT - N/A..... 3

SECTION 6 USE..... 3

SECTION 7 DEFAULT..... 3

SECTION 8 PARKING..... 4

SECTION 9 MODIFICATIONS AND REPAIRS..... 4

SECTION 10 SERVICES PROVIDED BY BOARD 5

SECTION 11 LIABILITY AND INSURANCE 6

SECTION 12 RESPONSIBILITIES OF TENANT 8

SECTION 13 DAMAGE BY FIRE OR CASUALTY 9

SECTION 14 SUBJECT TO ALL LAWS..... 9

SECTION 15 ACCESS 90

SECTION 16 WAIVER..... 100

SECTION 17 NOTICE OF DEFECTS..... 10

SECTION 18 QUIET POSSESSION..... 100

SECTION 19 COMPLIANCE WITH LAWS 100

SECTION 20 SURRENDER OF POSSESSION..... 101

SECTION 21 BENEFIT AND BURDEN..... 11

SECTION 22 ASSIGNMENT 111

SECTION 23 MAILING NOTICES..... 111

SECTION 24 LIENS..... 11

SECTION 25 RULES AND REGULATIONS 111
SECTION 26 AUTHORITY TO CONTRACT 122
SECTION 27 NO PARTNERSHIP 122
SECTION 28 APPLICABLE LAW 12
SECTION 29 COMMON AREAS 12
SECTION 30 TIME OF ESSENCE 12
SECTION 31 AGREEMENT AND COVENANT 12
SECTION 32 SEVERABILITY 123
SECTION 33 HOLDING OVER 13
SECTION 34 APPROPRIATIONS 13
SECTION 35 ENTIRE AGREEMENT 13
SIGNATURE PAGE 14

COUNTY OF FAIRFAX
REVENUE AGREEMENT

THIS LEASE AGREEMENT, made this ___ day of May, 2019 ("Effective Date"), by and between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, hereinafter referred to as "Board" (whose address is Board of Supervisors of Fairfax County, Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia 22035), and MCNAIR CHILD DEVELOPMENT CENTER, d/b/a LEWINSVILLE MONTESSORI SCHOOL, hereinafter referred to as the "Tenant" (whose address is 1613 Great Falls Street, Suite B101, McLean, Virginia 22101), witness:

RECITALS:

WHEREAS, the Board desires to lease to the Tenant certain lease premises, more particularly described below, and the Tenant desires to lease the same upon the terms and conditions and for good and valuable consideration described in this Lease Agreement, hereinafter referred to as the "Lease".

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

SECTION 1 PREMISES GRANT

A. The Board does hereby Lease unto Tenant and Tenant does hereby Lease from the Board a portion of the building at 1613 Great Falls Street, McLean, VA, 22101, known as Lewinsville Center. The leased premises hereinafter referred to as the "premises" consist of (1) approximately 6,000 rentable square feet of space in the building together with (2) the outdoor playground space, marked in green on Exhibit A, attached hereto and hereby made a part hereof. Such space is designated in said building as Suite B101.

B. It is agreed that, by occupying the premises, Tenant acknowledges that it has had full opportunity to examine the building, including premises, and is fully informed, independently of the Board, as to the character, construction and structure of the building. It is agreed that by occupying the premises, the Tenant formally accepts the same "as is" and acknowledges that Board has complied with all requirements imposed upon it under the terms of this Lease. This Lease does not grant any right to light or air over or about the premises or building.

C. Tenant agrees to confine its use of the premises to the areas specifically described in this Lease and any common areas necessary for ingress and egress, or otherwise necessary for the use thereof, which is specifically limited to hallways, stairways, doorways, and restrooms. Tenant agrees not to use, occupy, or obstruct any room or any area of the building not specifically leased to the Tenant by this Lease.

SECTION 2 TERM

A. The term of this Agreement will begin on May 23, 2019; provided, however, that at any point after the Effective Date, the Board may provide Tenant with notice of a different commencement date, so long as the Board provides at least 10 days' prior written notice of such new date (Commencement Date).

B. The term of this Agreement will end at 11:59 p.m. on June 30, 2029; provided, however, that the Tenant and Board agree that this Lease shall be automatically renewed for 2 additional terms of 5 years each unless notice to the contrary is given by either party 60 days prior to the end of the current term, and in this event, the Lease shall terminate at the end of the effective term. If the Lease is automatically renewed then all covenants, conditions and terms will remain the same, except that the basic rental terms shall be subject to escalation as noted in Section 4 in this Lease.

SECTION 3 RENT AND/OR OTHER CONSIDERATION

A. Tenant shall pay to the Board, in legal tender of the United States of America without setoff or deduction whatsoever as rental for said premises the following sums:

- \$1,091.98, payable in advance on or before May 23, 2019;
- \$9,827.85, payable in advance on or before June 1, 2019;
- \$10,790.61, payable in advance on or before July 1, 2019;
- \$11,753.38, payable in advance on or before August 1, 2019;
- \$12,716.14, payable in advance on or before September 1, 2019;
- \$13,678.90, payable in advance on or before October 1, 2019;
- \$14,641.67, payable in advance on or before each of November 1, 2019; December 1, 2019; January 1, 2020; February 1, 2020; March 1, 2020; April 1, 2020; May 1, 2020; and June 1, 2020; and
- Commencing on July 1, 2020, the sum of \$180,093.00 annually, or \$15,007.71 monthly, payable in advance on the first day of each month (subject to escalation as set forth below).

All rental payments shall be made by check payable to Fairfax County, paid to the Board or its duly authorized agent, at the office of Facilities Management Department, 12000 Government Center Parkway, Suite 424, Fairfax, VA 22035

B. If Tenant shall fail to pay said rent as aforesaid, although there shall have been no legal or formal demand made, or shall break or violate any of the conditions or promises contained in this Lease, then, and in either of said events, this Lease shall, at the sole option of the Board, terminate upon written notice of termination by the Board and such failure or violation shall operate as a Notice to Quit, other Notice to Quit being hereby expressly waived, and the Board may proceed to recover possession of said premises under and by virtue of the provisions of the law of the state of Virginia. In the event of such re-entry, by the Board, the Tenant shall nevertheless remain in all event liable and answerable for the full rental to the date of retaking or re-entry, and the Tenant shall also be, and remain, answerable in damages for the deficiency in rental payments which the Board may thereby sustain in respect of the balance of the term.

C. If Tenant's use requires the assignment of above normal staff to operate the building beyond the Board's regular day, Tenant shall pay the Board a fee for these services based on hourly rate set by the Board.

D. There may be added to and payable as Additional Rent a late charge of ten percent (10%) for any installment of rent not received within ten (10) days of due date, if the Rent is accepted by the Board.

SECTION 4 RENTAL ADJUSTMENT

On July 1, 2021, and thereafter July 1 of each succeeding year throughout the term of this Lease, annual rent (and the monthly installments thereof) shall be adjusted with a two and a half percent (2.5%) increase.

SECTION 5 SECURITY DEPOSIT – N/A

SECTION 6 USE

A. Tenant represents covenants and warrants that the premises will be used lawfully and agrees to abide by all the laws and regulations of all lawful authorities for the following purposes and for no other purposes: child development center.

B. The use intended by the Tenant may not be in compliance with existing Fairfax County Board of Supervisors regulations and/or requirements. It shall therefore be the responsibility of the Tenant to obtain at its expense any and all approvals, permits and licenses necessary to occupy and to conduct its use of the premises, including without limitation any certificate of occupancy/non-residential use permit and any professional licenses needed for the operation of the trailer(s) as a child development center. This Agreement shall be subject to the Tenant's obtaining the said approvals, permits and licenses, and shall terminate if same cannot be obtained within ninety (90) days for Special Permits and one hundred twenty (120) days for Special Exceptions from the dates of this agreement. The Board shall assist in providing available material and technical data to the Tenant as required to make application, but shall in no way be a party to or participate in the said application. Tenant agrees to deliver to the Board within thirty (30) days of receipt evidence that these necessary approvals, licenses and permits have been obtained. Tenant agrees to present evidence at any time during the term of this Lease or renewals or any extension thereof, that any and all necessary approvals, licenses and permits continue in effect. Such evidence shall be presented within ten (10) days of receipt of the Board's request for such evidence. In the event any approvals, licenses or permits required for Tenant to conduct its permitted use hereunder is not in effect or in the event that any action which may result in the withdrawal, suspension or revocation of any such approval, Lease or permit is pending, the Board may at its option, cancel this Lease by providing twenty (20) days written notice.

SECTION 7 DEFAULT

Tenant shall be considered in default of this Lease upon happening of any of the following:

A. A default of ten (10) days in payment of rent from the date due;

B. It is hereby agreed that all personal property of the premises shall be liable to distraint for rent, except as to the unpaid balance of any conditional sales contract, and the Tenant hereby waives its homestead exception and the benefit of other laws exempting personal property from levy and sale for arrears rent.

C. A breach of any term, covenant or condition of this Lease other than payment of rent continuing for more than five (5) days after written notice is received by the Tenant.

D. Death, dissolution or commencement of any proceeding to dissolve Tenant, termination of existence, insolvency, business failure, appointment of the receiver or trustee of Tenant's property, assignment for the benefit of creditors of all or any part of the property of Tenant, or commencement of any proceedings under any bankruptcy or insolvency law by or against Tenant.

E. The abandonment of the premises by the Tenant or the discontinuance of the use permitted hereunder.

F. In the event of default by Tenant, the Board may, at its option, terminate this Lease, and re-enter the premises and again have, possess, and enjoy the same as and of its former estate, but no such re-entry shall be deemed an acceptance of the surrender of this Lease. In the event of re-entry for default, the Board may, at its option, relet the premises or any part thereof, as agent for Tenant, for any sum which it may deem reasonable, but the Board shall not be under any obligation to relet the premises for any purpose other than that specified in this Lease. In event of termination for default, Tenant shall remain liable for all its obligations under the Lease, and for such losses and damages as the Board may sustain as a result of Tenant's breach thereof, which together with reasonable attorneys' fees, shall be considered payable as rent hereunder.

G. If the Tenant or its representatives shall neglect or fail to perform or observe any covenant herein contained on the Tenant's part to be kept or performed, or shall become a bankrupt or insolvent, or suffer any levy against his property on the said premises or shall make an assignment for the benefit of creditors, then and in any such case, the Board, its successors or assigns, may declare the term of this Lease at end immediately, without notice or demand, enter into and upon the premises, or any part thereof, repossess the same, expel the Tenant and those claiming under him (them) and remove his (their) effects forcibly, if necessary, without being deemed guilty of any manner of trespass, but without prejudice to the lawful remedies which the Board, its successors or assigns, may have for arrears of rent and the breach or covenants of this Lease.

SECTION 8 PARKING

Tenant will have sixteen (16) parking spaces reserved for its exclusive use, as marked on Exhibit B. Tenant may also use those parking spaces marked "Shared" on Exhibit B; Tenant understands and agrees that parking in these spaces is shared with other occupants of the Facility, and that Tenant's share of such parking is undefined. Tenant agrees to cooperate fully with Board in keeping Tenant's agents, servants, guests or invitees from using any additional parking spaces at this facility. Any vehicles parked at the site shall be at the Tenant's own risk.

SECTION 9 MODIFICATIONS AND REPAIRS

A. Tenant agrees to accept the premises "as is" and to pay for any necessary modifications and repairs in order to make the premises acceptable for the approved use. This shall not be construed to include major modification required to bring the building in compliance with Fairfax County, Virginia Code requirements, which shall be the responsibility of the Board, at its election.

B. The Board must approve in advance all improvements including but not limited to structural, interior and exterior modifications or additions. Approval(s) shall be given in writing. Tenant will submit plans and specifications for approval, which approval shall not be unreasonably withheld.

C. Tenant shall not be due any refund or payment of any kind from the Board for any modifications or improvements to the premises made by or for the Tenant and all such improvements shall be and remain the sole property of the Board at the termination of the Lease.

D. Tenant shall not place any lettering, signs or objects on doors, windows or outside walls of premises without the permission of the Board. No signs shall be visible through or on windows.

E. Tenant shall not, without the prior written approval of the Board, paint or paper or decorate or drive nails in or otherwise deface or injure the walls or ceiling or woodwork or floors

of said premises, install any electrically or mechanically operated equipment (including air conditioners) in said premises. At the termination of the Lease, or any extension or renewal thereof, all such improvements shall be and remain the property of the Board. Tenant expressly covenants and agrees that the Board may, at its sole and absolute discretion, require such improvements to be removed and the premises restored to their original condition, with such removal and restoration to be at Tenant's expense.

F. Tenant shall be responsible for repairs or maintenance necessitated by the negligence of Tenant, its agents, servants, guests or invitees; and all damage to the premises caused by the Tenant, its agents, servants, guests or invitees, shall be repaired promptly by, or at the expense of the Tenant, at the option of the Board.

G. Any renovation or improvements made or obtained by Tenant are made at Tenant's sole risk and expense, and the Board shall not be held responsible for any claims for injury or loss of property due to renovation or improvements made by or for Tenant.

H. In use of said structural alterations, changes or improvements, Tenant may be required upon the termination of the Lease or any extension or renewal thereof to restore the premises to their original condition. All movable partitions, trade fixtures, floor covering, or equipment installed in the premises at Tenant's expense shall remain the property of the Tenant, and may be removed by Tenant. Tenant shall, however, repair any damage caused by such removal. In addition, Tenant will restore or repair any damage to the premises which affects accessibility by the handicapped as defined in the American Disabilities Act (ADA).

I. As determined by the Board, any increased facility operating costs resulting from the modifications will be added to the Rent and Tenant shall pay such costs as Additional Rent.

SECTION 10 SERVICES PROVIDED BY BOARD

In consideration of the rental herein reserved and of the foregoing covenants and agreements, the Board covenants and agrees:

A. To provide electric (as described in Section 10(A)(1), below) and heating services to the premises, water and sewer services to the building of which the premises are a part; however, Board shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of the Board or by accidents, repairs or strikes nor shall such failure constitute an eviction; nor shall Board be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing. These services shall be provided as follows:

(1) Electricity for normal business usage. The premises are separately submetered for electricity. Tenant will be responsible for contacting the electric provider to establish service and for paying the electric bill related to the meter for the premises. If Tenant fails to timely pay its electric bill to the provider, the Board has the right (but not the obligation) to pay the bill itself and to charge the amount of such payment to Tenant as Additional Rent, to be paid promptly upon demand. To avert possible adverse effect upon the building's electric service, Tenant shall not, without Board's prior written consent in each instance (which shall not be unreasonably withheld), connect any additional fixtures, appliances or equipment (other than lamps, typewriters and similar small office machines) to the building's electric distribution system or make any alteration or addition to the electric system of the premises existing on the Commencement Date of this Lease.

(2) HVAC service to premises, daily from 7:00 a.m. to 6:00 p.m., with nighttime setback, Monday through Friday, Fairfax County legal holidays excepted, during those portions of each year that HVAC service may be necessary, so as to provide a temperature condition required for the comfortable occupancy of the premises under normal business condition.

(3) Cold water for drinking, lavatory and toilet purposes, drawn through existing fixtures or fixtures installed by Tenant with Board's written consent, and hot water for lavatory purposes from the regular building supply at reasonable temperatures.

(4) Custodial and trash removal services shall be provided in a manner as determined by the Board for similar buildings owned by Fairfax County.

B. To provide maintenance to the premises during the term of this Lease or any extension thereof, in such manner as determined by the Board for heat, plumbing, electrical, sewer and water systems, snow and ice removal, sanding or salting of the driveway, walks and parking areas, grass cutting, and repair to the doors, windows and roof, provided that such damage, defect or repair is not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients).

C. As determined by the Board, any increased facility operating costs resulting from Tenant's operations exceeding normal business use will be added to the Rent and Tenant shall pay such costs as Additional Rent.

D. The Board shall, in no event, be liable for consequential damages, for any losses arising from or related to the Lease or the tenancy.

E. Tenant is responsible for its own internet and telephone services, as well as for coordinating with any telecom provider. Tenant may not grant any easement to a telecom or other provider without the prior written consent of the Board, which the Board may grant or withhold in its sole discretion.

F. The Board will provide Tenant with 50 proxy cards for the door to Tenant's playground space. If Tenant requires additional and/or replacement proxy cards, the Board will provide them at a charge of \$25 each. The Board will also maintain the keypad security system to the Premises and, on reasonable advance notice, update the keycode upon Tenant's request.

SECTION 11 LIABILITY AND INSURANCE

A. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said premises, shall be and remain at the sole risk of the Tenant, and Board shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The Board shall not be liable for any personal injury to the Tenant (including its employees, business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the premises.

B. Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall promptly pay (or, if Board (being under no obligation to do so) initially pays such amounts, reimburse Board) for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Board agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

C. INSURANCE REQUIREMENTS: Tenant shall, during the Term, do the following:

1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Tenant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate, to protect Tenant, its subtenants, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under this Lease or Tenant's operations.

3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by Tenant. In addition, all mobile equipment used by Tenant will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

4) Maintain All-Risk Property Insurance on tenant improvements and personal property in an amount not less than the full insurable replacement value of such buildings and personal property. Maximum deductible is \$10,000, but may be higher on a case-by- case basis.

5) Arrange, at Tenant's election, liability insurance by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

6) Provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

Compliance by Tenant and all subtenants with the foregoing requirements as to carrying insurance shall not relieve Tenant and all subtenants of their liabilities under the provisions of this Lease. If Tenant fails to maintain the required insurance the Board may, but does not have to, maintain the insurance at Tenant's expense plus an additional 15% administrative charge payable to the County. The policy shall expressly provide that it is not subject to invalidation of the Board's interest by reason of any act or omission on the part of Tenant.

D. PROOF OF INSURANCE:

1) Tenant will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

2) Tenant will secure and maintain all insurance certificates of its subtenants (if any), which shall be made available to the County on demand.

3) Tenant will provide on demand certified copies of all insurance policies related to this Lease within ten business days of demand by the County. These certified copies will be sent to the County from the Tenant's insurance agent or representative.

4) No change, cancellation, or non-renewal shall be made in any insurance coverage without a 60 day written notice to the County. Tenant shall furnish a new certificate

prior to any change or cancellation date. The failure of Tenant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

5) The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

E. The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

F. INDEMNIFICATION: The Tenant hereby agrees to indemnify and hold harmless the Board of Supervisors, Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits (including reasonable attorney fees and the costs of appeals arising out of any claims or suits) because of the Tenant (including the agents, servants, employees, volunteers, business invitees, customers, guests or trespassers of Tenant and/or any subtenant) arising from the use, occupancy and condition of the premises.

SECTION 12 RESPONSIBILITIES OF TENANT

Tenant covenants and agrees:

A. Not to injure or deface or suffer to be injured or defaced the premises or any part hereof and to promptly replace or repair any damages to said premises, other than damage to structural portions not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients). For clarity, Tenant's obligation to replace and repair includes the obligation to repair and replace any damage to playground equipment or built-in furniture, as well as the obligation to replace, as reasonably necessary, playground mulching materials.

B. To keep said premises in good order and condition at all times and to give the Board prompt notice of any defects in, or damage to, the structure, equipment, or fixtures of said premises.

C. Not to strip, overload, damage or deface the premises or hallways, stairways, or other approaches thereto, of said building, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon the premises or any part of said building.

D. Not to keep gasoline or other flammable material or any other explosive in or near the premises or in or near the building of which they are a part which will increase the rate of fire insurance on the building beyond the ordinary risk established for the types of operations above provided to be conducted therein or in violation of Fairfax County regulations and any such increase in the insurance rate due to the above, or Tenant's special operations carried on within the premises, shall be borne by Tenant. Tenant shall not by any act or thing placed upon the premises or in or about the building of which they are a part which makes void or voidable any insurance on the said premises or building; and Tenant expressly agrees to conform to all rules and regulations from time to time established by the Commonwealth of Virginia Insurance Rating Bureau, or any other authority having jurisdiction.

E. To take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, water, and utilities).

F. Not to use or allow to be used the premises or any part thereof for any illegal, unlawful, or improper purpose, or for any activity which will be noisy, boisterous or in any other manner constitute a nuisance, to adjacent properties or the adjacent neighborhood or which may be likely to endanger or affect any insurance on the said premises.

G. All covenants of Tenant relating to the use of, or misuse of, the premises and of the property of which they are a part or anything therein shall be construed to include use or misuse thereof by Tenant's agents, employees, and invitees.

H. To supervise and conduct its activities in such a manner as to insure no disruption to the pleasurable and quiet enjoyment and possession of the other occupants of the building.

I. To comply with all rules and regulations, conditions of this Lease; and any violation of said rules, regulations and conditions shall be a violation of this Lease.

J. Not to obstruct or use the sidewalks, passages, and staircases and other parts of the building which are not occupied by the Tenant for any other purpose than ingress and egress.

SECTION 13 DAMAGE BY FIRE OR CASUALTY

A. If the premises shall be destroyed or damaged from whatever cause, so as to render them unfit for the purpose for which Leased, and if it is not reasonably possible to repair such destruction or damage within ninety (90) days, as determined by the Board, either party shall be entitled to terminate the Lease by written notice within fifteen (15) days after such destruction.

B. If the premises can reasonably be repaired within ninety (90) days from the date of damage, as determined by the Board, then it shall be the duty of the Board to so repair such premises to the extent that monies are available from the Board's fire and casualty insurance, provided that if the extent of damage is such as to cause the cost of repairs to be more than the monies available under such insurance, or if the Board determines that it is uneconomical, impractical or unfeasible to make such repairs considering the extent of damage and the cost of repairs, the Board may, at its option, terminate the Lease on ten (10) days written notice.

C. In the event of any damage or destruction to which the above provisions are applicable, rent shall be proportionally abated for the period from the date of such damage or destruction until the repair of the premises or the termination of this Lease, as the case may be, to the extent which Tenant is deprived of normal occupancy and use of the premises.

SECTION 14 SUBJECT TO ALL LAWS

This Lease shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia, Fairfax County, and appropriate Board Regulations; and Tenant agrees to abide by these provisions.

SECTION 15 ACCESS

Tenant shall allow the Board, its employees or agents to have access to the premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or at any other time for the purpose of performing any work required to be performed by the Board, or which the Board considers necessary or desirable, or for any other purpose for the reasonable protection of said premises or of the building of which the premises are a part.

SECTION 16 WAIVER

A. No waiver by the Board of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

B. To the extent permitted by law, the Board shall not be liable for and the Tenant releases the Board and Board's agents, employees, contractors, volunteers and servants from, and waives all claims for damage to person or property sustained by the Tenant or any occupant of the building or premises resulting from the building or premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any Tenant or occupant of the building or of any other person, including the Board, its agents or employees.

SECTION 17 NOTICE OF DEFECTS

Tenant shall give the Board prompt written notice of accidents or defects on or about or of damages to the premises or the building of which the premises are a part.

SECTION 18 QUIET POSSESSION

The Board covenants and agrees that, if Tenant shall perform all the covenants, conditions, and agreements herein contained to be performed on Tenant's part, Tenant shall at all times during the term of this Lease and any renewal or extension thereof have the peaceable and quiet enjoyment and possession of the premises.

SECTION 19 COMPLIANCE WITH LAWS

It is understood, agreed and covenanted by and between the parties hereto that Tenant at its expense, will promptly comply with, observe, and perform all of the requirements of all of the statutes, ordinances, policies, rules, orders, procedures, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, Commonwealth of Virginia, Fairfax County Government, Fairfax County School Board, Fairfax County Fire and Rescue Services Office, or other governmental agencies located within Fairfax County. If any act or failure to act on Tenant's part results in a violation of any of the above referred to statutes, ordinances, rules, orders, and regulations, upon due notice, Tenant will act promptly to comply therewith. Any violation of any of the above referred to statutes, ordinances, rules order and regulations is subject to Section 7 of this Agreement.

SECTION 20 SURRENDER OF POSSESSION

Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the premises not the property of the Board, and to yield up to the Board the premises and all keys and locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Tenant), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Tenant is not herein expressly made liable, excepted.

SECTION 21 BENEFIT AND BURDEN

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives.

SECTION 22 ASSIGNMENT

The Tenant shall not transfer nor assign this Lease, nor let or sublet the whole or any part of the said premises or permit any other person, firm or corporation to occupy or use any part of said premises without the written consent of the Board first had and obtained.

SECTION 23 MAILING NOTICES

Any notice which the Board may desire or be required to give the Tenant shall be deemed sufficiently given or rendered, if in writing, delivered to the Tenant by certified or registered mail, return receipt requested, addressed to the Tenant at 1613 Great Falls Street, Suite 101A, McLean, VA 22101, or at premises. Any notice which the Tenant may desire or be required to give the Board shall be deemed sufficiently given or rendered, if in writing, delivered to the Board by certified or registered mail, return receipt requested, addressed to Facilities Management Department at Fairfax County Government Center, 12000 Government Center, Suite 424, Fairfax, Virginia 22035, Attention: Leasing Department, or other such places as Tenant or Board may from time to time designate in writing. Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

SECTION 24 LIENS

If any mechanic's lien or liens shall be filed against the premises for work done or materials furnished to Tenant or its sublessees, Tenant, within thirty (30) days after notice thereof, at its expense will cause such lien or liens to be discharged by filing or causing to be filed the bond or bonds for that purpose required by law or provide other suitable security.

SECTION 25 RULES AND REGULATIONS

Tenant and its agents and employees shall abide by and observe such reasonable rules and/or regulations as may be promulgated from time to time by the Board for the operation and maintenance of the building, provided that the same are in conformity with common practice and usage and are not inconsistent with the provisions of this Lease and a copy thereof is sent to Tenant. Nothing contained in this Lease shall be construed to impose upon the Board any duty or obligation to enforce such rules and/or regulations, or the terms, conditions or covenants contained in any other Lease as against any other Tenant, and the Board shall not be liable to Tenant as against any other Tenant, and the Board shall not be liable to Tenant for violation of the same by any other Tenant, its employees, agent, business invitees, Tenants, customers, clients, family members or guests.

SECTION 26 AUTHORITY TO CONTRACT

The Board covenants that it has a right to make this Lease for the term aforesaid, and that if Tenant shall pay the rental and perform all of the covenants, terms and conditions of Lease hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the premises without molestation or hindrance by Board or any party claiming through or under Board.

SECTION 27 NO PARTNERSHIP

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Board and Tenant, or to create any other relationship between the parties hereto other than that of Board and Tenant.

SECTION 28 APPLICABLE LAW

The Board and Tenant agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease.

SECTION 29 COMMON AREAS

The Board reserves the right to alter the common areas, as deemed necessary, in the sole discretion of the Board, so long as such alteration does not interfere with the Tenant's reasonable use of the space for the purposes contemplated in contracting for the space. This includes but is not limited to the parking area, grounds, common hallways, walkways, etc. and such right shall not be infringed by Tenant.

SECTION 30 TIME OF ESSENCE

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

SECTION 31 AGREEMENT AND COVENANT

Every term, condition, agreement or provision contained in this Lease that imposes any obligation on Tenant or the Board shall be deemed to be also a covenant by Tenant or the Board.

SECTION 32 SEVERABILITY

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to

such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

SECTION 33 HOLDING OVER

If Tenant shall not immediately surrender the Leased Premises on the date of expiration of the term hereof, and subject only to the Board's approval, Tenant shall, by virtue of the provisions hereof become a Tenant on a month to month basis. Tenant, as a monthly Tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Tenant shall give to Landlord at least thirty (30) days written notice of an intention to quit the Leased Premises, and Tenant shall be entitled to thirty (30) days written notice from the Landlord to quit the Leased Premises.

SECTION 34 APPROPRIATIONS

Any and all of the Board's financial obligations under this Lease are subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

SECTION 35 ENTIRE AGREEMENT

This Lease, together with any EXHIBITS attached hereto and referenced herein, contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provisions of this Lease shall be deemed to have been made, unless it be in writing and signed by both parties hereto.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

WITNESS:

LANDLORD:

The Board of Supervisors for Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035

By: _____
Joseph M. Mondoro
Chief Financial Officer

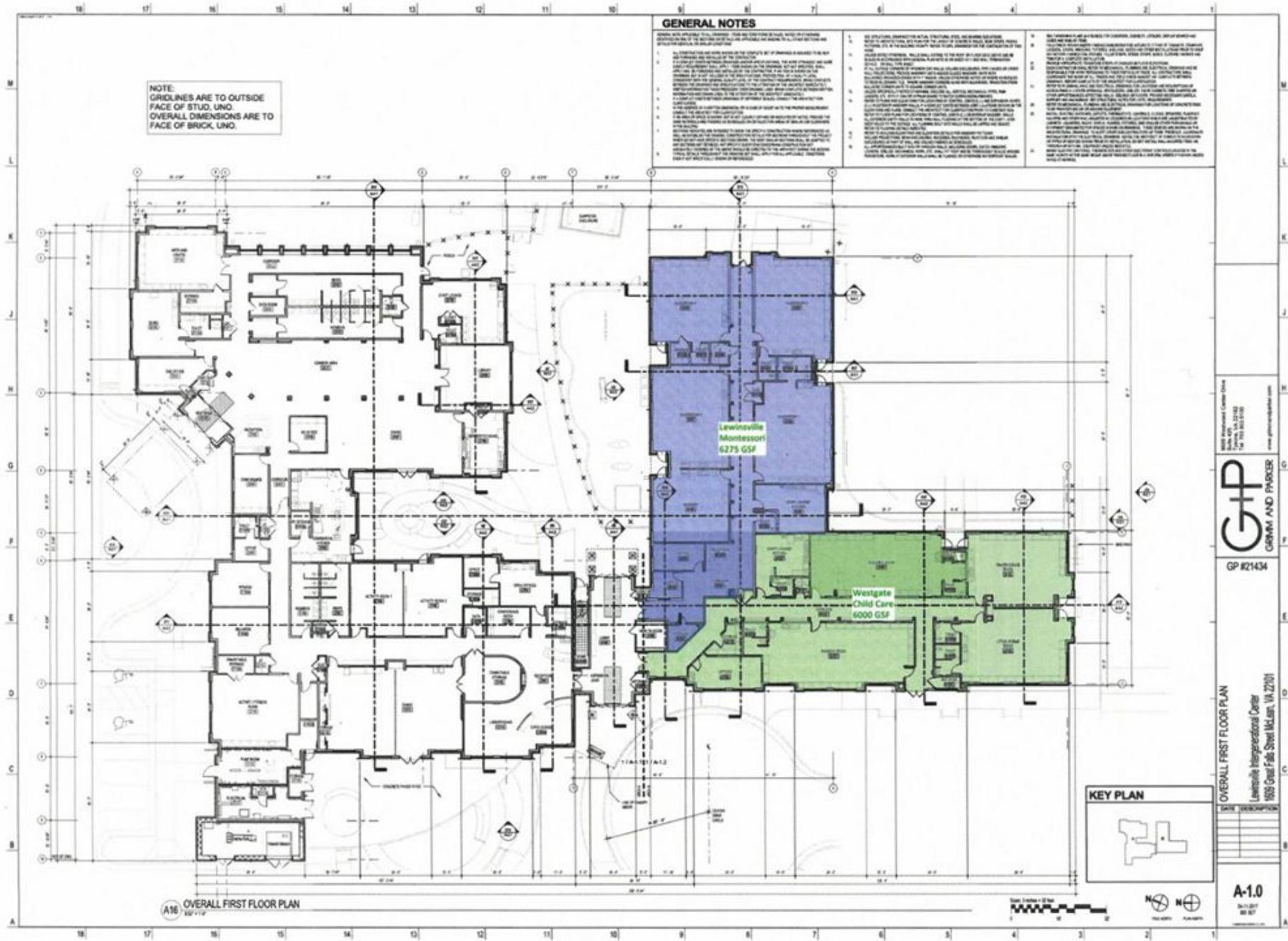
WITNESS:

TENANT:

McNair Child Development Center,
d/b/a Lewinsville Montessori School

By: _____



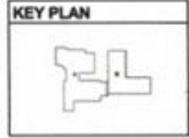


NOTE:
GRIDLINES ARE TO OUTSIDE
FACE OF STUD. UNO.
OVERALL DIMENSIONS ARE TO
FACE OF BRICK, UNO.

GENERAL NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF STUD. UNO.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF BRICK, UNO.
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17. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF STUD. UNO.
18. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF BRICK, UNO.

(A16) OVERALL FIRST FLOOR PLAN
REV 11/17




GFP
 GORMAN AND PARKER
 GP #21434

OVERALL FIRST FLOOR PLAN
 Lewinsville Integrational Center
 1850 Coal Falls Street, Mt. Airy, VA 22101

A-1.0
REV 11/17

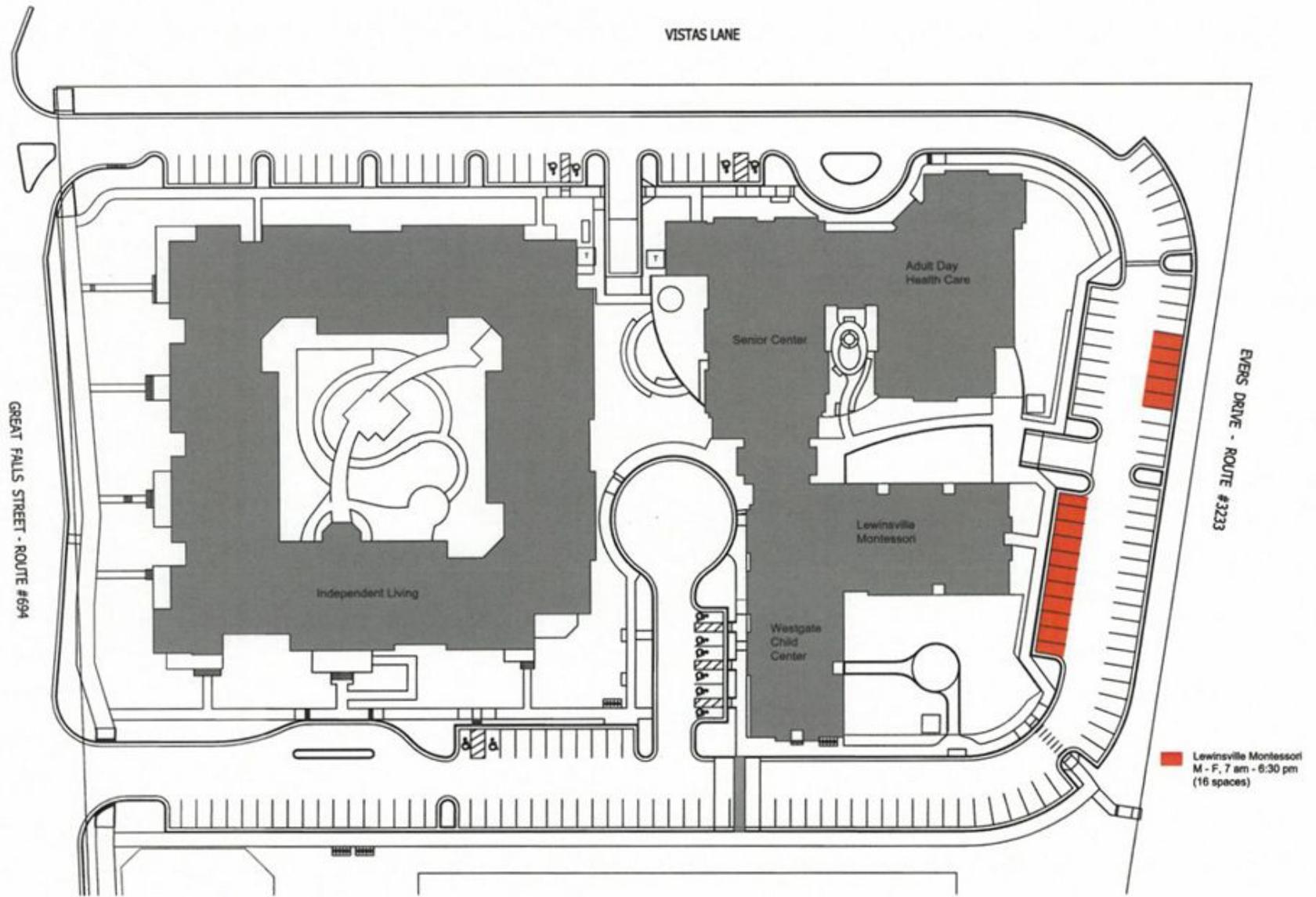
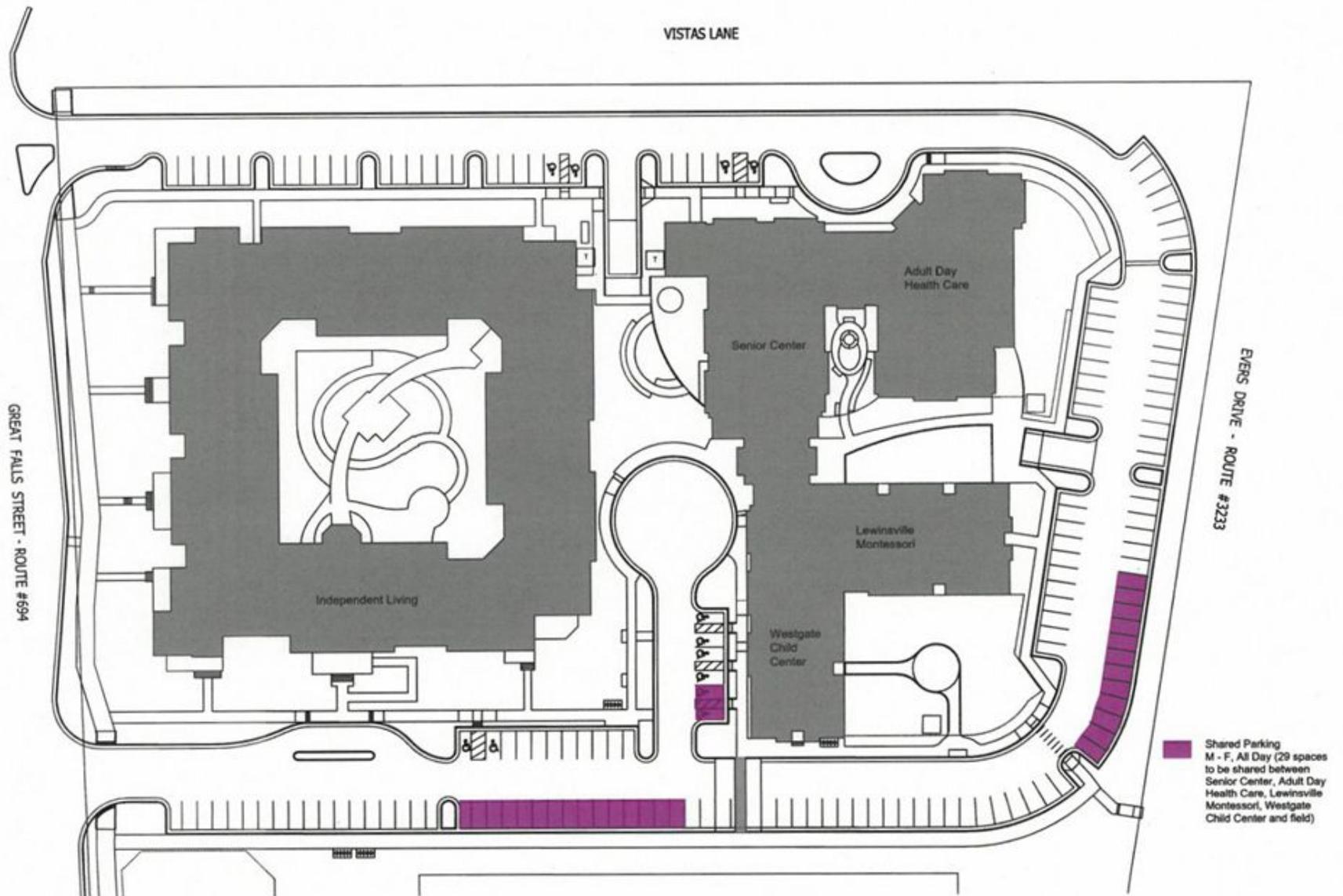
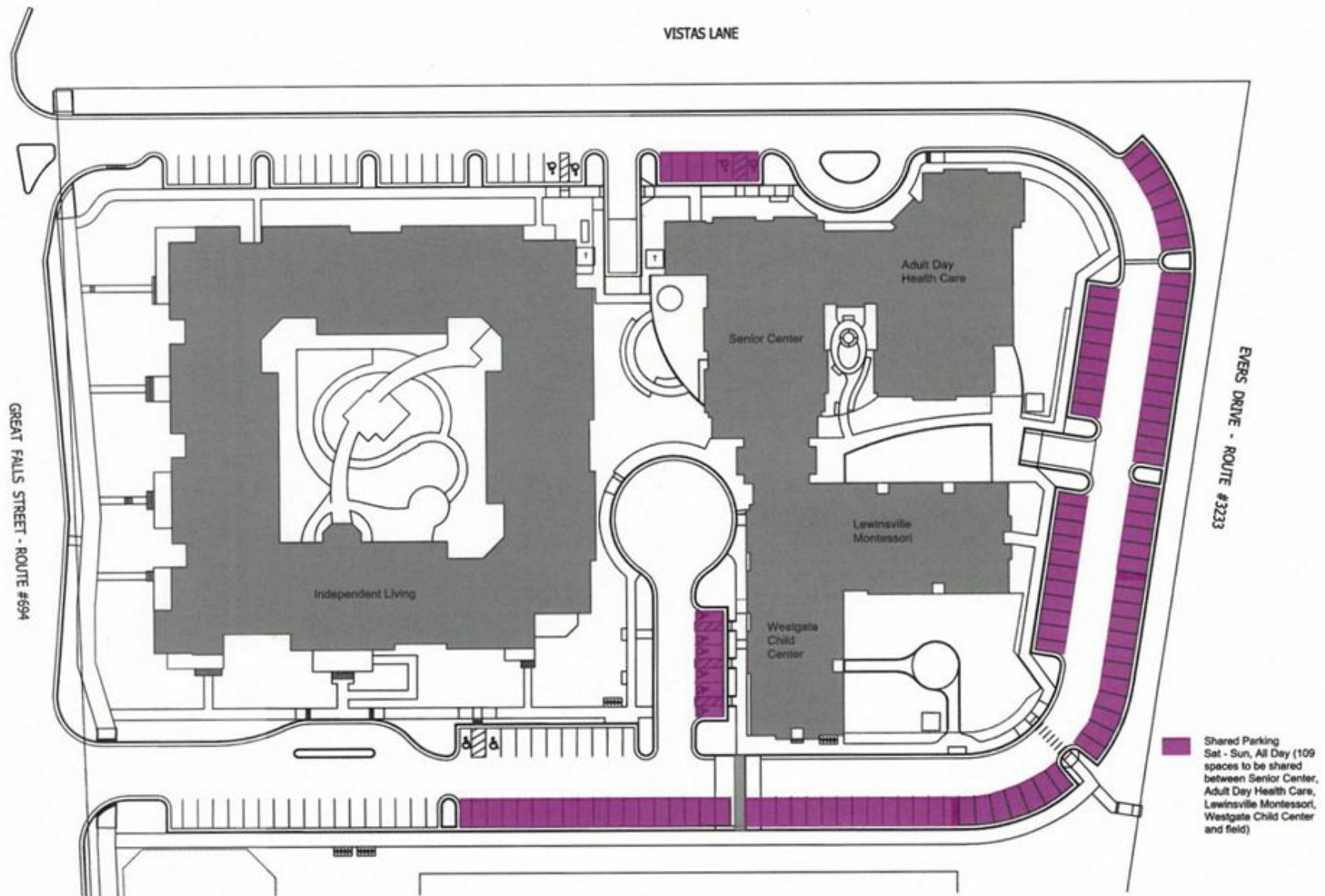
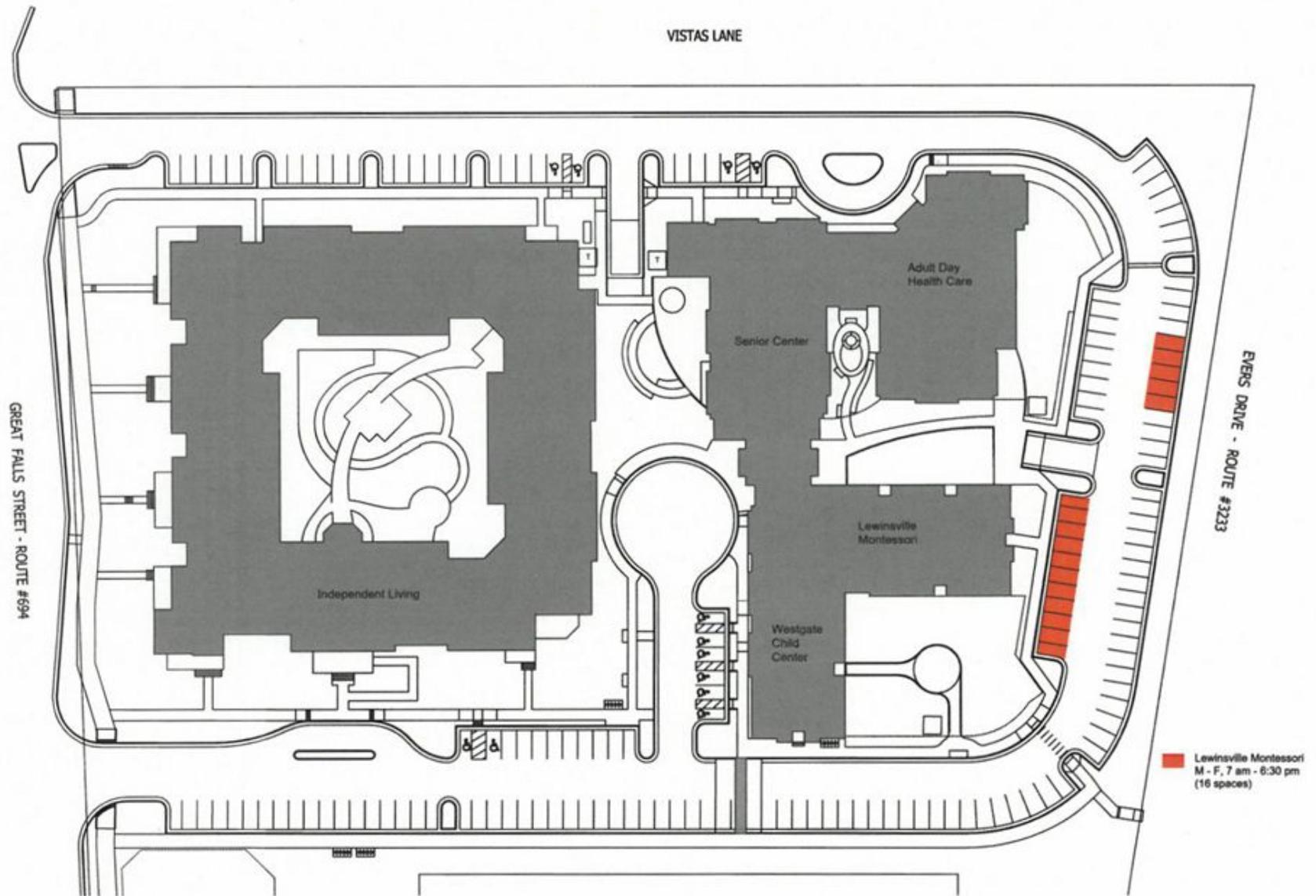


EXHIBIT B







Board Agenda Item
May 7, 2019

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2018-III-DS1, Land Unit J of the Dulles Suburban Center, Located East and West of Route 28, South of Old Lee Road and Walney Road, and North of Braddock Road, Stonecroft Boulevard, and Poplar Tree Road (Sully District)

ISSUE:

Plan Amendment (PA) 2018-III-DS1 proposes to add a recommendation for new residential and retail land uses for Land Unit J of the Dulles Suburban Center. The majority of Land Unit J is part of the Westfields International Corporate Center at Dulles, and other areas include some new residential and retail uses allowed by recent Plan amendments and zoning approvals. The Plan amendment proposes a new option to replace planned non-residential uses in Land Unit J with approximately 4,250 new multi-family and single-family attached residential units and the addition of approximately 200,000 square feet (SF) of retail uses. The new uses would remain within the currently planned intensity of 0.50 FAR.

PLANNING COMMISSION RECOMMENDATION:

On February 27, 2019, the Planning Commission held a public hearing and voted 12-0 to defer the decision only for Plan Amendment 2018-III-DS1 to a date certain of March 6, 2019. On March 6, 2019 the Planning Commission voted 10-0 (Commissioners Carter and Niedzielski-Eichner were absent from the meeting) to defer the decision only to a date certain of March 14, 2019. On March 14, 2019, the Planning Commission voted 11-0 (Commissioner Clarke was absent from the meeting) to defer the decision only to a date certain of April 3, 2019. On April 3, 2019, the Planning Commission voted 10-0 (Commissioners Strandlie and Tanner were absent from the meeting) to defer the decision only to a date certain of April 24, 2019.

On April 24, 2019, a motion to recommend approval to the Board of Supervisors of a Planning Commission alternative to the staff recommendation for Plan Amendment 2018-III-DS1 failed by a vote of 4-5-2 (Commissioners Niedzielski-Eichner, Hart, Sargeant, Hurley, and Cortina voted no. Commissioners Murphy and Ulfelder abstained from the vote. Commissioner Strandlie was absent from the meeting.)

The Planning Commission voted 10-0-1 (Commissioner Tanner abstained from the vote. Commissioner Strandlie was absent from the meeting.) to recommend to the Board of Supervisors that it proceed as expeditiously as possible to direct staff to prepare for authorization and advertisement of an amendment to the Comprehensive Plan and the Zoning Ordinance to study and incorporate the new Metropolitan Washington Airports Authority (MWAA) map as soon as it is available.

Board Agenda Item
May 7, 2019

The Planning Commission also voted 11-0 (Commissioner Strandlie was absent from the meeting) to recommend to the Board of Supervisors that it direct staff to prepare for possible authorization for further study and review of revisions to the current aircraft noise policies found in various parts of the Comprehensive Plan for the affected areas around Dulles Airport.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the staff recommendation as shown in the staff report dated February 13, 2019, and as modified by the motion of Planning Commissioner Tanner in the Planning Commission Alternative dated April 24, 2019.

TIMING:

Planning Commission public hearing – February 27, 2019
Planning Commission decision only – April 24, 2019
Board of Supervisors' public hearing – May 7, 2019

BACKGROUND:

On May 15, 2018, the Board of Supervisors authorized the consideration of Comprehensive Plan Amendment 2018-III-DS1, for Land Unit J of the Dulles Suburban Center, generally located in portions of Tax Maps 43-2, 43-4, 44-1, 44-2, 44-3, and 44-4 in the Sully Supervisor District.

The Board requested staff consider and evaluate a Comprehensive Plan amendment for Land Unit J of the Dulles Suburban Center. The Board motion stated that the Plan amendment should consider the addition of new land uses generally within the current overall baseline intensity of .50 FAR, and that the review should include potential new areas for residential development, including areas not currently envisioned for residential use by the Plan as a result of noise contours identified on a 1992 map. The reference to the 1992 map included in the authorization is to the airport noise contour lines identified in the Comprehensive Plan. The proposed Plan amendment includes proposed Plan language that includes conditions under which this new residential use could be appropriate, including use, intensity, connectivity, compatibility, housing type, and mitigation of school, parks and noise impacts. The proposed Plan amendment was reviewed by a community task force, which supported the concept of the introduction of residential use into this area.

FISCAL IMPACT:

None

Board Agenda Item
May 7, 2019

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt, dated February 27, 2019, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2019%20verbatim/verbatim22719pa2018-iii-ds1.pdf>

The Planning Commission verbatim excerpt, dated March 6, 2019, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2019%20verbatim/verbatim030619pa2018-iii-ds1.pdf>

The Planning Commission verbatim excerpt, dated March 14, 2019, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2019%20verbatim/verbatim31419pa2018-iii-ds1deferral.pdf>

The Planning Commission verbatim excerpt, dated April 24, 2019, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/verbatim-2019>

The April 24, 2019 proposed Planning Commission Alternative is available online at:

<https://www.fairfaxcounty.gov/planning-zoning/sites/planning-zoning/files/assets/documents/compplanamend/dullessubctrluj/pc-alternative-motion-042419-pa-2018-iii-ds1.pdf>

The Staff Report for PA 2018-III-DS1 has been previously furnished and is available

online at: <https://www.fairfaxcounty.gov/planning-zoning/sites/planning-zoning/files/Assets/documents/CompPlanAmend/DSClandunitJ/dsc-land-unit-j-staffreport.pdf>

STAFF:

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

Marianne R. Gardner, Director, Planning Division (PD), DPZ

Leanna H. O'Donnell, Branch Chief, Policy and Plan Development Branch, PD, DPZ

Board Agenda Item
May 7, 2019

4:00 p.m.

Public Hearing on SE 2018-DR-010 (VIP Walker Road, LLC) to Permit a Medical Care Facility, Located on Approximately 2.79 Acres of Land Zoned C-8 and R-1 (Dranesville District)

This property is located on the E. side of Walker Road, N. of its intersection with Colvin Run Road (formerly 1131 and 1137 Walker Road, Great Falls, 22066. Tax Map 12-4 ((1)) 63.

PLANNING COMMISSION RECOMMENDATION:

On March 14, 2019, the Planning Commission voted 11-0 (Commissioner Clarke was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SE 2018-DR-010, subject to the development conditions dated March 14, 2019;
- A modification to allow a medical care building closer than 100 feet to a lot line which abuts an R-A through R-4 District, as required by Par. 5 of Sect. 9-308 of the Zoning Ordinance;
- A modification of the minimum lot size for medical care facilities located in R-1 Districts, as required by Par. 6 of Sect. 9-308 of the Zoning Ordinance; and
- A modification of the peripheral parking landscape required per Par. 2 of Sect. 13-203 of the Zoning Ordinance along the western property line to allow the proposed trail to be located within the required ten-foot wide landscape strip.

ENCLOSED DOCUMENTS:

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

STAFF:

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

**To be Indefinitely
Deferred**

Board Agenda Item
May 7, 2019

4:00 p.m.

Public Hearing on RZ 2015-PR-014 (1690 Old Meadow Holdings, LLC) to Rezone from C-7, R-30, I-4 and H-C to PTC and H-C to Permit Office Development with an Overall Floor Area Ratio of 5.02 and Approval of the Conceptual Development Plan, Located on Approximately 1.19 Acres of Land (Providence District) (Concurrent with SE 2015-PR-029)

and

Public Hearing on SE 2015-PR-029 (1690 Old Meadow Holdings, LLC) to Permit an Increase in Floor Area Ratio from 2.50 to 5.02 in the PTC Zoning District, Located on Approximately 1.19 Acres of Land Zoned C-7, R-30, I-4 and H-C (Providence District) (Concurrent with RZ 2015-PR-014)

This property is located on the S. side of Dolley Madison Boulevard and W. side of Old Meadow Road. Tax Map 29-4 ((6)) 101B and a portion of Old Meadow Road, public right-of-way to be vacated and/or abandoned.

This property is located at 1690 Old Meadow Road, McLean, 22102. Tax Map 29-4 ((6)) 101B and a portion of Old Meadow Road, public right-of-way to be vacated and/or abandoned.

The Board of Supervisors deferred this public hearing on April 9, 2019 to May 7, 2019, at 4:00 p.m.

PLANNING COMMISSION RECOMMENDATION:

On April 3, 2019, the Planning Commission voted 9-0-1 (Commissioner Sargeant abstained from the vote. Commissioners Strandlie and Tanner were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2015-PR-014, subject to the execution of proffered conditions consistent with those dated March 6, 2019;

**To be Indefinitely
Deferred**

Board Agenda Item
May 7, 2019

- A modification of Section 2-505 of the Zoning Ordinance to permit structures and/or plantings on a corner lot at an intersection as shown on the CDP/FDP and as proffered;
- A modification of Section 2-506 of the Zoning Ordinance to permit parapet walls, cornices, or similar projections up to a maximum height of four feet;
- A waiver of Section 6-506 of the Zoning Ordinance to permit a district size of less than ten acres;
- A modification of Section 10-104 of the Zoning Ordinance to increase the maximum allowable fence height up to six feet in height along Route 123 and up to twelve feet in height facing the internal service drive;
- A modification of Sections 11-201 and 11-203 of the Zoning Ordinance to permit the minimum number of required loading spaces as shown on the CDP/FDP;
- Approval of SE 2015-PR-029, subject to the development conditions dated March 12, 2019; and
- That staff be directed to identify and create concrete and achievable steps to accelerate areawide transportation improvements that will mitigate traffic and queuing on Old Meadow Road. In identifying improvements and solutions, staff should coordinate with stakeholders on Old Meadow Road, including residents and business owners and property owners. Improvements to consider include, but are not limited to, the Metropolitan Washington Airports Authority (MWAA) realignment of Old Meadow Road and Route 123 intersection, the construction of Lincoln Street and Roosevelt Street from Old Meadow Road to Magarity Road, the acceleration of previously approved proffered transportation commitments such as the traffic signal at the intersection of Old Meadow Road and Colshire Meadow Road, and the Tysons East grid of streets. This analysis should be done on an expedited basis with an update provided to the Planning Commission and the Board of Supervisors.

**To be Indefinitely
Deferred**

Board Agenda Item
May 7, 2019

In a related action, the Planning Commission voted 9-0-1 to approve FDP 2015-PR-014, subject to the development conditions dated March 12, 2019 and subject to the Board of Supervisors' approval of RZ 2015-PR-014.

ENCLOSED DOCUMENTS:

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

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Stephen Gardner, Planner, DPZ

Board Agenda Item
May 7, 2019

4:30 p.m.

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

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Project ST-000033, Springfield Multi-Use Transit Hub, Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On February 19, 2019, the Board authorized advertisement of a public hearing to be held on March 19, 2019, at 4:00 p.m. The Board deferred the public hearing on March 19, 2019, until May 7, 2019, at 4:30 p.m.

BACKGROUND:

The County is planning to construct a six-level parking 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, not including the County-owned property which is not a part of this public hearing. The construction of the 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 owner of the privately-owned property; however, because resolution of these acquisitions is not imminent, it may become 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 Ann. Sections 15.2-1903 through 15.2-1905 (as

Board Agenda Item
May 7, 2019

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 currently available in Project ST-000033, Springfield Multi-Use Transit Hub, Fund 40010, County and Regional Transportation Projects. Land acquisition costs are estimated in the amount of \$90,327.00 while there is \$3.8 million available in the project budget. No additional funds are required at this time for land acquisition.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 2-A (Sheet 2 of 2)).

STAFF:

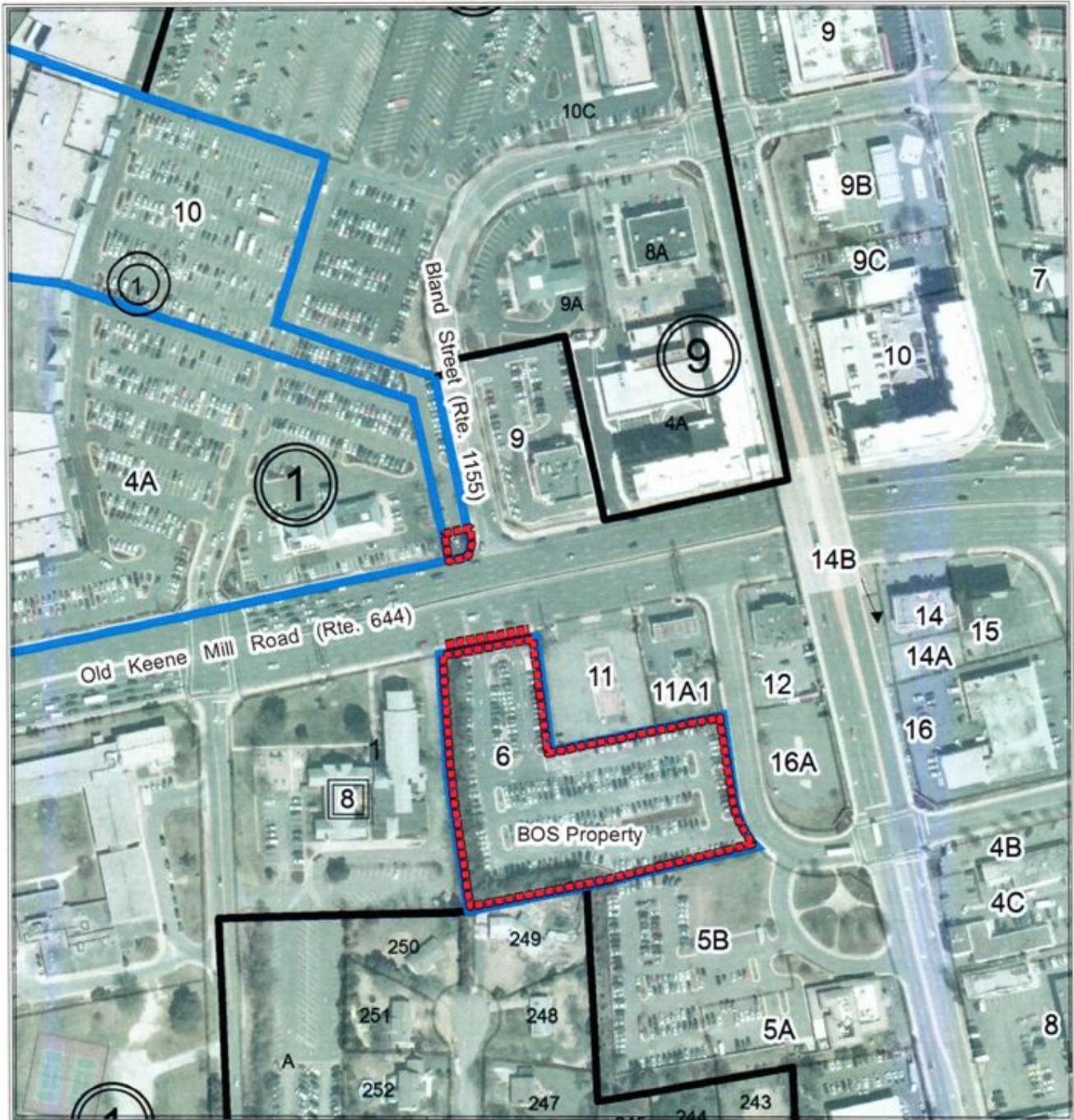
Rachel O'Dwyer Flynn, Deputy County Executive

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-000033-001

Tax Map: 080-3

Lee District

Affected Properties: 

Proposed Improvements: 



ATTACHMENT B

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, May 7, 2019, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project ST-000033-001, Springfield Multi-Use Transit Hub had been approved; and

WHEREAS, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

WHEREAS, the property interests that are necessary have been identified; and

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than June 14, 2019.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 2-A (Sheet 2 of 2) by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of constructing 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 as shown and described in the plans of Project ST-000033-001, Springfield Multi-Use Transit Hub on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after June 7, 2019, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

RESOLVED, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

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

A Copy – Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

AFFECTED PROPERTY

Tax Map Number: 080-3-01-0004-A

Street Address: 6402 Springfield Plaza

OWNER(S): Springfield Plaza, LLC

INTEREST(S) REQUIRED (As shown on attached plat/plan)

Storm Drainage Easement – 770 sq. ft. (less vacation of Temporary Storm Drainage Easement – 606 sq. ft.)

Sanitary Sewer Easement – 1847 sq. ft.

Grading Agreement and Temporary Construction Easement – 2,350 sq. ft.

VALUE

Estimated value of interests and damages:

TWENTY-NINE THOUSAND NINE HINDRED TWENTY-ONE DOLLARS
(\$29,921.00)

AFFECTED PROPERTY

Tax Map Number: 080-3-01-0010
Street Address: 6400 Springfield Plaza
OWNER(S): Springfield Plaza. LLC

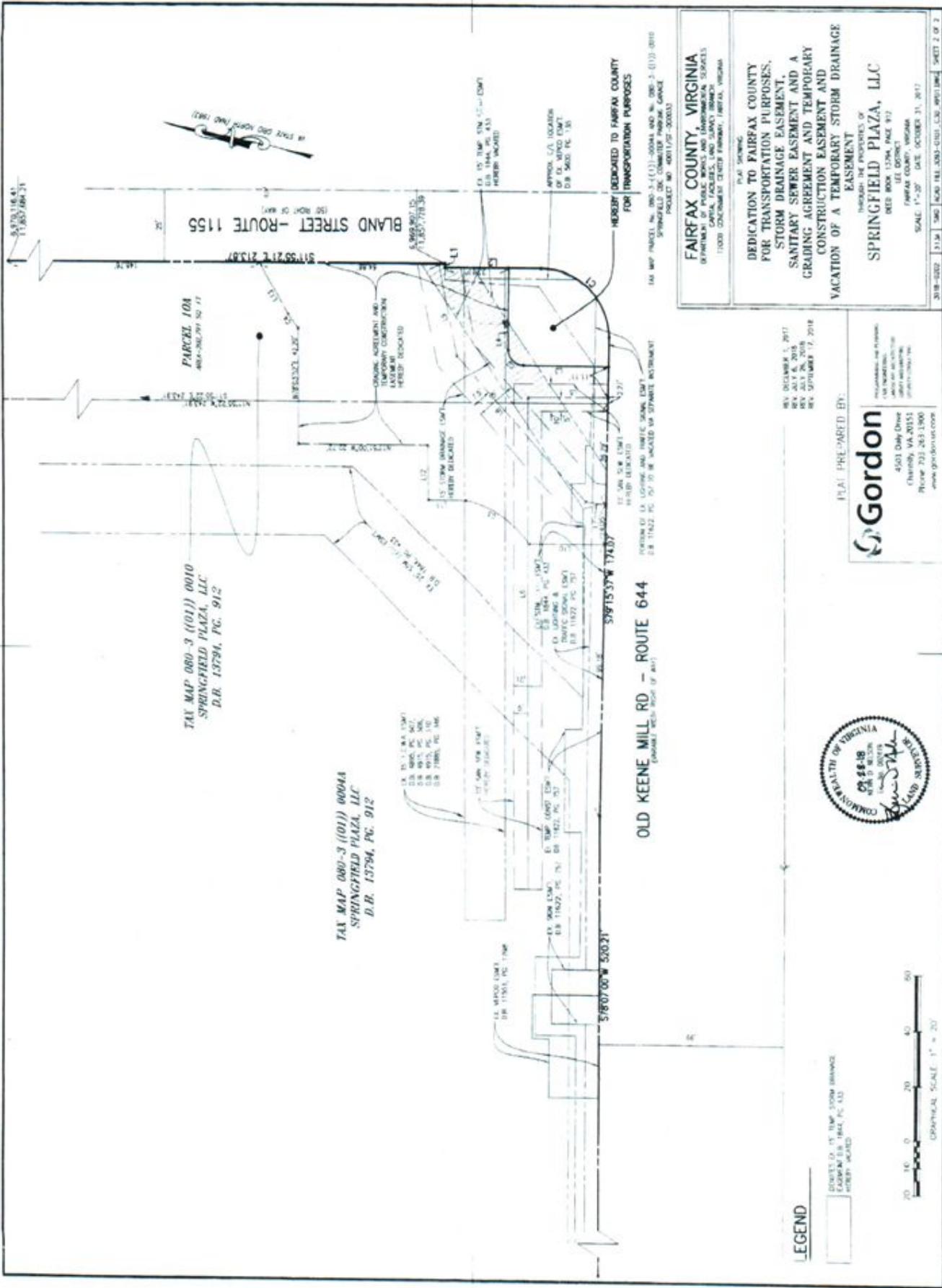
INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Deed of Dedication – 1,130 sq. ft.
Storm Drainage Easement – 832 sq. ft. (less vacation of Temporary Storm
Drainage Easement – 882 sq. ft.)
Sanitary Sewer Easement – 243 sq. ft.
Grading Agreement and Temporary Construction Easement – 3,350 sq. ft.

VALUE

Estimated value of interests and damages:

SIXTY THOUSAND FOUR HUNDRED SIX DOLLARS (\$60,406.00)



FAIRFAX COUNTY, VIRGINIA
 DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION SERVICES
 CAPITAL FACILITIES AND STREET BOND
 13000 SULLY ROAD, SUITE 1000, FARMAN, VIRGINIA

PLAT SHOWING
 DEDICATION TO FAIRFAX COUNTY
 FOR TRANSPORTATION PURPOSES,
 STORM DRAINAGE EASEMENT,
 SANITARY SEWER EASEMENT AND A
 GRADING AGREEMENT AND TEMPORARY
 CONSTRUCTION EASEMENT AND
 VACATION OF A TEMPORARY STORM DRAINAGE
 EASEMENT

THROUGH THE PROPERTIES OF
SPRINGFIELD PLAZA, LLC
 DEED BOOK 13794, PAGE 912
 UEL DISTRICT
 FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 20' DATE: OCTOBER 31, 2017
 3/18-2022 2134 SMC 6408 181-000-1000, 13794-00010000 SHEET 2 OF 2

REV. DECEMBER 1, 2017
 REV. JULY 8, 2015
 REV. APRIL 17, 2014

PLAT PREPARED BY:
Gordon
 PROFESSIONAL ENGINEER
 LICENSE NO. 1000000000
 4501 Dally Drive
 Chantilly, VA 20151
 Phone 703-243-1300
 www.gordoninc.com

