

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 11, 2020**

AGENDA

8:30	Held	Teen Dating Violence Awareness Month Proclamation Reception, J. Lambert Conference Center Reception Area
9:30	Done	Presentations
10:00	Adopted Report #2	Report on General Assembly Activities
10:10	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Designation of Plans Examiner Status Under the Expedited Land Development Review Program
2	Approved	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Lindsay Park Community Parking District (Braddock District)
3	Approved	Approval of Traffic Calming Measures as part of the Residential Traffic Administration Program (Dranesville District)
4	Approved	Authorization to Schedule and Advertise a Public Hearing on the Proposed Consolidated Plan One-Year Action Plan for FY 2021
5	Approved	Approval of "Watch for Children" Signs as part of the Residential Traffic Administration Program (Springfield District)

ACTION ITEMS

1	Approved	Approval of Memorandum of Understanding Between the Fairfax County Board of Supervisors and the Fairfax County Park Authority Regarding Implementation of the County's Municipal Separate Storm Sewer System Program on FCPA-Owned Property
2	Approved	Approval of Revisions to Chapters 4 and 10 of the Personnel Regulations to Align Definitions, Align Practice with Policy, and Provide Administrative Clarification
3	Approved	Authorization to Sign a Standard Project Agreement (SPA) for Distribution of I-395/I-95 Toll Revenues to Multi-Modal Projects in the I-395/I-95 Corridor (Lee, Mason, Mount Vernon and Springfield Districts)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 11, 2020**

**ACTION ITEMS
(continued)**

4	Approved	Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Years (FY) 2015-2018 Transit Assistance Grant Funds
5	Approved	Endorsement of Design Plans for the Route 28 Widening Project from the Prince William County/Fairfax County Line to Route 29 (Springfield and Sully Districts)
6	Approved	Endorsement of a Limited Access Control Change (LACC) on Route 28 as part of the Route 28 Widening Project from the Prince William County/Fairfax County Line to Route 29 (Springfield and Sully Districts)
10:20	Done	Matters Presented by Board Members
11:10	Done	Closed Session

**PUBLIC
HEARINGS**

3:30	Approved	Public Hearing on SEA 95-P-022 (Burke Petroleum Realty LLC) (Providence District)
3:30	Approved	Public Hearing on SE 2019-SU-019 (Milestone Tower Limited Partnership IV D/B/A Milestone: T-Mobile) (Sully District)
3:30	Approved	Public Hearing to Consider Proposed Amendments to the Uniformed Retirement System Ordinance
4:00	Approved	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Article 14 – Outdoor Lighting and Related Provisions

REVISED



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

Tuesday
February 11, 2020

9:30 a.m.

- RESOLUTION — To recognize Janet Samuelson for more than 25 years of service as CEO of ServiceSource. Requested by Supervisor Herrity.
- PROCLAMATION — To designate February 2020 as Teen Dating Violence Awareness Month. Requested by Chairman McKay.
- PROCLAMATION — To designate February 2020 as African American History Month in Fairfax County. Requested by Chairman McKay.

STAFF:

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

Board Agenda Item
February 11, 2020

10:00 a.m.

Report on General Assembly Activities

ENCLOSED DOCUMENTS:

None. On February 11, 2020, materials were distributed to the Board of Supervisors, and a printed copy was made available for review in the Office of the Clerk for the Board. These materials are available online at:

<https://www.fairfaxcounty.gov/legislation/sites/legislation/files/assets/documents/pdf/2020/ga-report-to-the-bos-no-2-final-signed.pdf>

PRESENTED BY:

Supervisor James R. Walkinshaw, Chairman, Board of Supervisors' Legislative Committee

Bryan J. Hill, County Executive

Board Agenda Item
February 11, 2020

10:10 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

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

ISSUE:

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

RECOMMENDATION:

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

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

Bradley D. Glatfelter	341
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TIMING:

Routine.

BACKGROUND:

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

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

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of his application and credentials, the APEB has found that the one candidate listed above satisfies these requirements. This finding was documented in a letter dated November

Board Agenda Item
February 11, 2020

18, 2019, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Sharon Bulova.

Inactive Status: Chapter 117 requires Plans Examiners to participate in the Board adopted Continuing Education Program. Consonant with the requirements of Section 117-1-3(a), and subject to Board approval, the APEB will recommend designation of inactive status for individuals electing not to pursue the continuing education program. This status designation continues until and if they wish to reactivate their Designated Plans Examiner (DPE) status by completing the continuing education requirements. An inactive status makes these individuals ineligible to participate in the expedited plan process procedure. At the time, they are placed in inactive status, individuals are provided with information concerning requirements for reinstatement as an active DPE.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Letter dated November 18, 2019, from the Chairman of the APEB to the Chairman of the Board of Supervisors

STAFF:
Rachel Flynn, Deputy County Executive
William D. Hicks, P.E., Director, Department of Land Development Services



Engineers & Surveyors Institute

"a public/private partnership"

Received

NOV 20 2019

**Land Development Services
Directors Office**

November 18, 2019

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

Dear Chairman, Bulova:

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

Name	Reg. No
Bradley D. Glatfelter	341

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

Sincerely,

James H. Scanlon, P.E. LS
Chairman
Fairfax County Advisory Plans Examiner Board

1795 Meadows Wood Lane
Suite 115 East
Chantilly, VA 20151
703-263-2232

Board of Directors

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Virginia Department of
Transportation

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Bolder Engineering, P.C.

Angela Rivas, P.E.
ESE Consultants, Inc.

J. Keith Sinclair, Jr., P.E.
A. Morton Thomas & Associates
Inc.

Blake A. Smith, P.E.
Smith Engineering

Rosa Stilling
Fairfax Water

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

Anita M. Tierney
Loudoun County, B&D

Layler I. Vega, P.E.
Deuberry

Aaron Vinton, P.E.
Walter L. Phillips, Inc.

Robert W. Walker, P.E., CEA
Gordon

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Pennoni Associates

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R. J. Keller, L.S.
RC Fights & Associates, P.C.

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Jeffrey L. Blackford, P.E.

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Lindsay Park Community Parking District (Braddock District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix M of *the Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Lindsay Park Community Parking District (CPD).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for March 10, 2020, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to establish the Lindsay Park CPD.

TIMING:

The Board of Supervisors should take action on February 11, 2020, to provide sufficient time for advertisement of the public hearing on March 10, 2020, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of the following vehicles on the streets in the CPD: watercraft; boat trailers; motor homes; camping trailers; and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4.

No such CPD shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Board Agenda Item
February 11, 2020

Pursuant to Fairfax County Code Section 82-5B-3, the Board may establish a CPD if: (1) the Board receives a petition requesting establishment and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned, or developed as a residential area, (3) the Board receives an application fee of \$10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD must contain the lesser of (i) a minimum of five block faces or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff has verified that the requirements for a petition-based CPD have been satisfied.

The parking prohibition identified above for the CPD is proposed to be in effect seven days per week, 24 hours per day.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$300. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)

Attachment II: Area Map of Proposed Lindsay Park CPD

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

Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-92 Lindsay Park Community Parking District

(a) *District Designation.*

- (1) The restricted parking area is designated as the Lindsay Park Community Parking District.
- (2) Blocks included in the Lindsay Park Community Parking District are described below:

Lindsay Street (Route 4686)

From Zion Drive to Rippon Lodge Drive.

Steven Lee Court (Route 7780)

From Lindsay Street to the cul-de-sac inclusive.

(b) *District Provisions.*

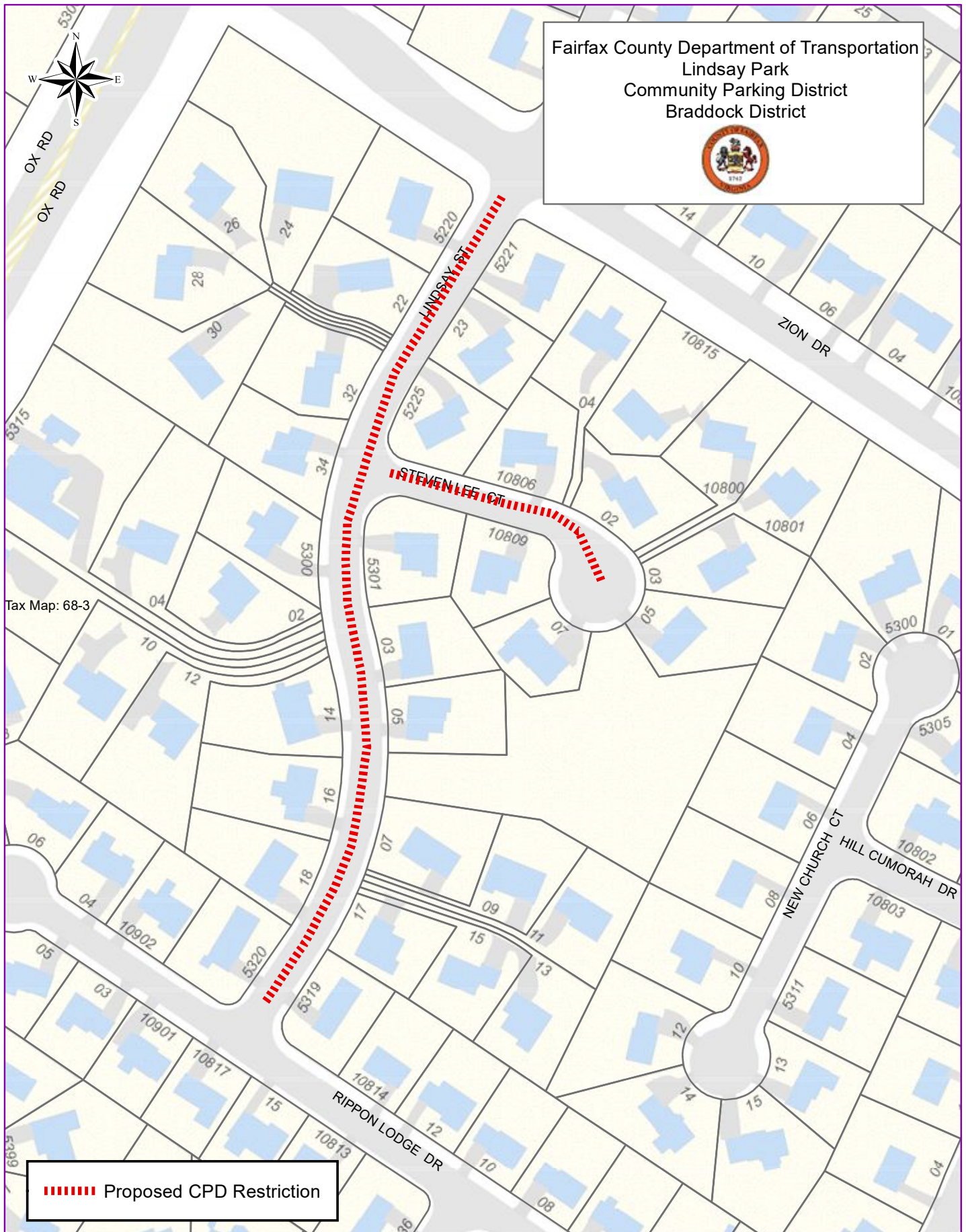
- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.
- (2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described streets within the Lindsay Park Community Parking District.
- (3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for

the purpose of loading, unloading, or preparing for a trip or (iv) restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

- (c) *Signs.* Signs delineating the Lindsay Park Community Parking District shall indicate community specific identification and/or directional information in addition to the following:

NO PARKING
Watercraft
Trailers, Motor Homes
Vehicles ≥ 3 Axles
Vehicles GVWR $\geq 12,000$ lbs.
Vehicles ≥ 16 Passengers

FAIRFAX COUNTY CODE §82-5B



ADMINISTRATIVE - 3

Approval of Traffic Calming Measures as part of the Residential Traffic Administration Program (Dranesville District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board endorse the traffic calming plan for Douglass Drive (Attachment I and Attachment II) consisting of the following:

- Two Speed Humps on Douglass Drive (Dranesville District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measures as soon as possible.

TIMING:

Board action is requested on February 11, 2020.

BACKGROUND:

As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

On December 17, 2019, FCDOT received verification from the Dranesville District Supervisor's Office confirming community support for the Douglass Drive traffic calming plan.

Board Agenda Item
February 11, 2020

FISCAL IMPACT:

Funding in the amount of \$16,000 for the traffic calming measures associated with this traffic calming project is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Douglass Drive

Attachment II: Traffic Calming Plan for Douglass Drive

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)
TRAFFIC CALMING MEASURES
DOUGLASS DRIVE
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, February 11, 2020, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Douglass Drive have requested the Dranesville District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Douglass Drive; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Douglass Drive indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

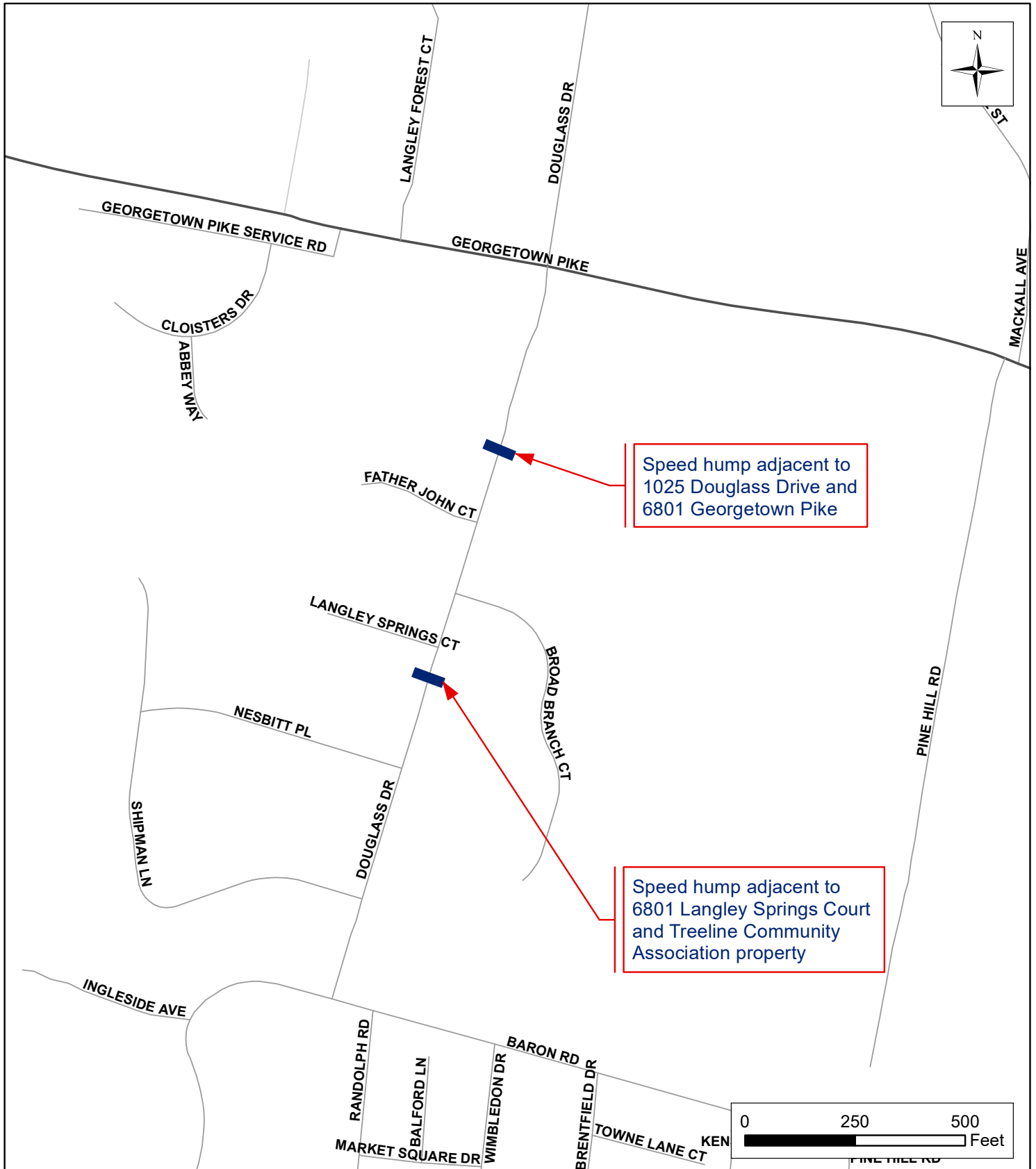
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Douglass Drive as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 11th day of February, 2020.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 24-1

FEBRUARY 2020

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Douglass Drive
Dranesville District**



ADMINISTRATIVE - 4

Authorization to Schedule and Advertise a Public Hearing on the Proposed Consolidated Plan One-Year Action Plan for FY 2021

ISSUE:

Board of Supervisors (Board) authorization is requested to schedule and advertise a public hearing on the proposed Consolidated Plan One-Year Action Plan for FY 2021 (Action Plan), as forwarded by the Consolidated Community Funding Advisory Committee (CCFAC).

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing on the proposed Action Plan (Attachment 1). The public hearing, if authorized, would be held on Tuesday, March 24, 2020, at 4:00 p.m., to receive public comment on the proposed use of funds as described in the proposed Action Plan in accordance with U.S. Department of Housing and Urban Development (HUD) regulations and guidelines. The public hearing will also provide an opportunity for comments on housing and community service needs in Fairfax County as well as provide information concerning changes in housing and community service trends since the last public hearing on the Consolidated Plan One-Year Action Plan for FY 2020 held by the Board on March 19, 2019.

TIMING:

Board action is requested on February 11, 2020, to schedule and advertise the public hearing to comply with the HUD-mandated public participation process and to maintain the proposed Action Plan schedule.

BACKGROUND:

Fairfax County (County) is required to prepare a multi-year consolidated plan (Consolidated Plan) to disclose to county residents and to HUD the county's affordable housing and community development goals during the period and the intended uses of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships Program (HOME) funds (collectively, the Federal Funds) to achieve the identified goals. The County also is required to file a one-year action plan for each year covered by the Consolidated Plan to disclose the county's intended use of the Federal Funds expected to be available for use in the year and the Consolidated Plan goals that are expected to be achieved.

Board Agenda Item
February 11, 2020

In 1997, the Board adopted a Fairfax County Citizen Participation Plan (Citizen Participation Plan) to provide a guide for public input and participation in the Consolidated Plan and one-year action plan processes, as well as to comply with HUD regulations. As part of the Citizen Participation Plan, the CCFAC was charged with advising the Board on the development of the consolidated plans and one-year action plans.

The Citizen Participation Plan requires that prior to the submission to HUD, the proposed Action Plan is distributed and made available for public comment for at least 30 days (Public Comment Period), and that two public hearings be held. The CCFAC held the first public hearing on November 12, 2019. All public comments provided at the CCFAC public hearing have been incorporated into the proposed Action Plan. Upon approval of the Board, the second public hearing will be scheduled for Tuesday, March 24, 2020, at 4:00 p.m. (Board's public hearing).

On January 14, 2020, CCFAC released the proposed Action Plan for a Public Comment Period and the Department of Housing and Community Development (HCD) staff distributed copies of the proposed Action Plan as required by the Citizen Participation Plan. Upon approval of the Board to schedule and advertise the Board's public hearing, the Clerk of the Board will schedule the Board's public hearing and the public comment period will end at the conclusion of the Board's public hearing. The CCFAC will incorporate all public comments received and any revisions suggested by the Board prior to forwarding the final proposed Action Plan for approval of the Board on May 5, 2020.

As required by the Citizen Participation Plan, the proposed Action Plan identifies the amount of Federal Funds expected to be available for use in FY 2021, the proposed uses of the available Federal Funds, opportunities for citizen input, and the proposed Action Plan schedule. The funding estimates used in the proposed Action Plan are based on the levels received from HUD for FY 2020. The estimates are used to allow citizen participation in the preparation of the FY 2021 Action Plan pending receipt of HUD notification of the actual funding awards. The proposed Action Plan also includes a HUD-mandated contingency plan (Contingency Plan) for how the allocations of the estimated Federal Funds are to be adjusted after the HUD notice of the actual awards for FY 2021 has been received. HCD staff will make adjustments based on instructions provided in the Contingency Plan.

The funding allocations and Contingency Plan in the proposed Action Plan were adopted by the CCFAC on January 14, 2020, based on recommendations by the CCFAC - Fairfax County Redevelopment and Housing Authority (FCRHA) Working Advisory Group (WAG). The WAG is a joint committee established to strengthen coordination between the CCFAC and the FCRHA for the development of the proposed uses of Federal Funds.

Board Agenda Item
February 11, 2020

The proposed Action Plan includes a total \$8,023,043 estimated allocation of Federal Funds to the County for FY 2021, as follows:

- \$5,609,339 in CDBG
- \$1,940,695 in HOME
- \$473,009 in ESG.

The Action Plan further includes a total \$277,033 in estimated funding, as follows:

- \$106,543 in CDBG carryover
- \$170,490 in appropriated program income, which includes:
 - \$122,490 in CDBG
 - \$48,000 in HOME

STAFF IMPACT:

None. No positions will be added as a result of this action.

FISCAL IMPACT:

Funds identified in the proposed Action Plan include CDBG (\$5,609,339), HOME (\$1,940,695), and ESG (\$473,009). A total of \$106,543 in allocated CDBG funds is recommended to be carried forward from FY 2020 for use in FY 2021, as allocated. In addition, an as yet undetermined amount of previously programmed funds is expected to be carried forward as previously allocated. Total estimated program income of \$170,490, including CDBG program income of \$122,490 and HOME program income of \$48,000, also will be programmed for use in FY 2021 through this action.

ENCLOSED DOCUMENTS:

Attachment 1: The Proposed Consolidated Plan One-Year Action Plan for FY 2021 is available online at:

https://www.fairfaxcounty.gov/housing/sites/housing/files/assets/documents/consolidated%20plan/public_comment_draft.pdf.

STAFF:

Tisha Deeghan, Deputy County Executive

Thomas Fleetwood, Director, HCD

Teresa Lepe, Deputy Director, Real Estate, Finance and Development, HCD

Laura O. Lazo, Associate Director, Grants Management (GM), HCD

Beverly A. Moses, Senior Program Manager, GM, HCD

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney

ADMINISTRATIVE - 5

Approval of “Watch for Children” Signs as part of the Residential Traffic Administration Program (Springfield District)

ISSUE:

Board endorsement of “Watch for Children” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

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

- Two “Watch for Children” signs on Ruby Drive (Springfield District)
- Two “Watch for Children” signs on Sasher Lane (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on February 11, 2020.

BACKGROUND:

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 October 8, 2019, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for “Watch for Children” signs on Ruby Drive.

On October 8, 2019, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for “Watch for Children” signs on Sasher Lane.

Board Agenda Item
February 11, 2020

FISCAL IMPACT:

Funding in the amount of \$1,400 for the “Watch for Children” signs is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:

None.

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

ACTION - 1

Approval of Memorandum of Understanding Between the Fairfax County Board of Supervisors and the Fairfax County Park Authority Regarding Implementation of the County's Municipal Separate Storm Sewer System Program on FCPA-Owned Property

ISSUE:

Fairfax County (County) and Fairfax County Park Authority (FCPA) share the common objective of achieving compliance with stormwater regulatory requirements and permitting obligations, as well as protecting water resources for the benefit of the residents of Fairfax County. While FCPA is a separate political body from the County, both entities work together as stewards of the County's unique natural and cultural resources. Upon submittal of an executed agreement between the County and FCPA, the discharge of stormwater from the Municipal Separate Storm Sewer System (MS4) owned and operated by the Park Authority will be covered under the County's individual state permit.

RECOMMENDATION:

The County Executive recommends that the enclosed Memorandum of Understanding (MOU) between the Fairfax County Board of Supervisors and the Fairfax County Park Authority be approved by the Board. Implementation of a Joint MS4 program by the County and FCPA will improve program efficiency and simplify permit compliance. The MOU defines the roles and responsibilities of each entity for implementation of a Joint MS4 program.

TIMING:

Board action is requested no later than February 11, 2020.

BACKGROUND:

The County currently supports FCPA in compliance with several of their MS4 permit requirements, including mapping of the FCPA MS4, inspection and maintenance of stormwater management facilities on FCPA properties, identification of high priority facilities requiring development of a stormwater pollution prevention plan (SWPPP), identification of FCPA land where nutrients (fertilizers) are applied to greater than one acre, and tracking of certified nutrient management plans (NMPs) for these lands. FCPA has been a strong and supportive partner with the County to ensure MS4 compliance. The execution of the enclosed MOU will strengthen the cooperative efforts between the two entities and allow for future opportunities that will enhance both programs.

Board Agenda Item
February 11, 2020

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 - Memorandum of Understanding between the Fairfax County Board of Supervisors and the Fairfax County Park Authority

STAFF:
Rachel Flynn, Deputy County Executive
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services

ASSIGNED COUNSEL:
Marc Gori, Assistant County Attorney

MOU Between Fairfax County and Fairfax County Park Authority
_____, 2020

MEMORANDUM OF UNDERSTANDING
between the
FAIRFAX COUNTY BOARD OF SUPERVISORS, VIRGINIA
and the
FAIRFAX COUNTY PARK AUTHORITY

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2020 by and between the Board of Supervisors of Fairfax County ("County") and the Fairfax County Park Authority ("FCPA").

WHEREAS, the County and the FCPA share the common objective of achieving compliance with stormwater regulatory requirements and permitting obligations, as well as protecting water resources for the benefit of the residents of Fairfax County; and

WHEREAS, as part of the Clean Water Act as amended, the County and the FCPA are subject to the Virginia Stormwater Management Act (§62.1-44.15:24 et seq, Code of Virginia), the Erosion and Sediment Control Act (§62.1-44.15:51 et seq, Code of Virginia), and the Chesapeake Bay Preservation Act (§62.1-44.15:67 et seq, Code of Virginia), and their attendant regulations; and

WHEREAS, the County owns and operates a Municipal Separate Storm Sewer System ("MS4") as defined in the Virginia Stormwater Management Program ("VSMP") Regulation (9VAC25-870); and

WHEREAS, the County is the Permittee that is authorized to discharge MS4 outfalls to surface waters, in accordance with individual state permit (Permit No. VA0088587) ("MS4 Permit"), which became effective on April 1, 2015 and will expire March 31, 2020; and

WHEREAS, FCPA owns stormwater management facilities that discharge to surface waters, which, if not subject to coverage under the County's MS4 permit, would require FCPA to obtain coverage for such discharges under a Phase II MS4 permit; and

WHEREAS, the Department of Public Works and Environmental Services ("DPWES") is the County agency that submits a MS4 Program Plan ("MS4 Program Plan") to the Virginia Department of Environmental Quality ("DEQ") and administers the MS4 Permit; and

WHEREAS, DPWES's and FCPA's stormwater discharges are covered under the County's MS4 Permit; and

WHEREAS, existing FCPA stormwater facilities, approved and permitted by Land Development Services ("LDS"), that are located on FCPA owned property ("FCPA Facilities") will be included in the County MS4 inventory and receive routine maintenance by DPWES; and

WHEREAS, FCPA may implement additional LDS approved stormwater facilities as part of the FCPA Capital Improvement Program on FCPA owned property ("FCPA CIP"), which

MOU Between Fairfax County and Fairfax County Park Authority
_____, 2020

will be included in the County MS4 inventory and will receive routine maintenance by DPWES;
and

WHEREAS, DPWES will continue to implement stormwater management projects on FCPA Property as part of the MS4, in coordination with FCPA; and

WHEREAS, all stormwater facilities on FCPA Property that are included and maintained as part of the MS4 are among the facilities that are hereinafter referred to as “MS4 Stormwater Facilities”.

NOW THEREFORE, the County and the FCPA enter into this MOU to define the roles and responsibilities of each party for implementation of the County’s MS4 Program on FCPA-owned property, effective immediately upon execution of this MOU.

The following acronyms are used in this document:

Agency

BDCD Building Design and Construction Division, DPWES
DEQ Virginia Department of Environmental Quality
DPWES Fairfax County Department of Public Works and Environmental Services
FCPA Fairfax County Park Authority
FMO Office of the Fire Marshal
GED Golf Enterprises Division, FCPA
LDS..... Land Development Services
MSMD Maintenance and Stormwater Management Division, DPWES
PDD Planning and Development Division, FCPA
POD Park Operations Division, FCPA
RMD Resource Management Division, FCPA
STW Stormwater Management, DPWES
SWPD Stormwater Planning Division, DPWES
UDCD Utilities Design and Construction Division, DPWES

Terms

CIP.....Capital Improvement Program
HP-SWPPP... High Priority Stormwater Pollution Prevention Plan
ESO.....Erosion and Sediment Control Ordinance
IMP..... Integrated Management Plan
IPM..... Integrated Pest Management
LOS..... Level of Service
MS4 Municipal Separate Storm Sewer System

MOU Between Fairfax County and Fairfax County Park Authority
_____, 2020

NMP..... Nutrient Management Plan
SOP..... Standard Operating Procedure
PEPP..... Public Education and Participation Plan
SWMO..... Stormwater Management Ordinance
TMDL Total Maximum Daily Load
VESCP Virginia Erosion and Sediment Control Program (DEQ)
VPDES Virginia Pollutant Discharge Elimination System (DEQ)
VSMP Virginia Stormwater Management Program (DEQ)

RESPONSIBILITIES THAT WILL TAKE EFFECT IMMEDIATELY UPON EXECUTION OF THIS MOU:

MS4 Permit (VA0088587)	FCPA		County		Operational Considerations
	Lead	Activity	Lead	Activity	
MOU General	POD RMD	Provide the County with FCPA staff points of contact (“FCPA POC”), through which to coordinate roles, address issues, and make approvals annually. Follow established County SOPs applicable to MS4 activities. Implement the County MS4 Program Plan. This includes providing adequate program funding, staffing and equipment maintenance to support implementation.?	STW	Provide FCPA with County staff points of contact (“County POC”), through which to coordinate roles, address issues, and make approvals annually. Coordinate visits to FCPA Facilities with the authorized FCPA POC and provide reasonable notice for visits. County MS4 activities on FCPA Property must be conducted consistent with FCPA rules and policies. Provide FCPA with electronic copies of established County	RMD will provide data for updates to the County MS4 Program Plan within four weeks of a request by STW unless another date is mutually agreed upon. STW will provide the draft County MS4 Program Plan to RMD for review. RMD will have a minimum of four weeks to provide comments to STW.

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

				<p>SOPs applicable to MS4 activities.</p> <p>Establish a process to obtain FCPA input for the development and updating of the County MS4 Program Plan.</p>	
<p>Planning (Section I.B.1)</p>	PDD	<p>Provide input on potential stormwater management projects identified for implementation on FCPA Property.</p>	STW	<p>Develop a summary of potential stormwater management projects, which may be selected from the County's watershed management plans, to be completed during the term of the MS4 Permit, including any administrative extensions.</p>	
<p>Construction Site Runoff and Post Construction Runoff from Areas of New Development and Development on</p>	PDD	<p>Ensure that all land disturbing activities subject to the County's jurisdiction comply with the SWMO and ESO.</p> <p>Design and implement stormwater management facilities to meet regulatory</p>	LDS	<p>Implement actions identified in Section I.B.2.a of the MS4 Permit.</p> <p>Review and inspect all FCPA land disturbing activities subject to the jurisdiction of County</p>	

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

Prior Developed Lands (Section I.B.2.a)		requirements and any proffered conditions. The County is responsible for compliance with the requirements of the General VPDES Permit for Discharges of Stormwater from Construction Activities.		for compliance with the SWMO and the ESO.	
Retrofitting on Prior Developed Lands (Section I.B.2.b)	PDD	Designate a FCPA POC to coordinate during the County's project selection and implementation process for projects located on FCPA Property.	STW	Implement actions identified in Section I.B.2.b of the MS4 Permit.	
Roadways (Section I.B.2.c)	FCPA	Maintain a list of FCPA maintained roads, streets, and parking lots with the information required in Section I.B.2.c of the MS4 Permit. Implement the SOPs executed on March 27, 2018, and as amended, on FCPA Property for: <ul style="list-style-type: none"> • Outdoor Material Storage • Roadway and Parking Lot Construction and Maintenance 	STW	Implement actions identified in Section I.B.2.c of the MS4 Permit.	

MOU Between Fairfax County and Fairfax County Park Authority
, 2020

		<ul style="list-style-type: none"> • Parking Lot and Street Sweeping • Vehicle and Equipment Repair and Maintenance 			
Pesticide, Herbicide, and Fertilizer Application (Section I.B.2.d)	POD	<p>Develop and ensure implementation of approved NMPs for each property where FCPA is responsible for nutrient applications.</p> <p>Implement SOPs for Pesticide, Herbicide, and Fertilizer for the application, storage, transport and disposal of pesticides, herbicides, and fertilizers.</p> <p>Track and annually report to SWPD the acres of FCPA Property upon which nutrients are applied and the NMP status.</p> <p>Track and annually report to SWPD the total number of acres managed under IPM plans.</p>	STW	Implement actions identified in Section I.B.2.d of the MS4 Permit.	<p>FCPA will provide SWPD an updated inventory on the status and acreage of lands where NMPs have been implemented by July 31 of each year.</p> <p>FCPA will provide SWPD documentation of acres managed under IPM plans by July 31 of each year.</p> <p>FCPA will provide SWPD documentation of implementation and enforcement mechanisms for SOPs or guidelines developed by SWPD for the application, storage, transport, and disposal of pesticides, herbicides, and fertilizers</p>
Illicit Discharges and	GED POD	FCPA staff should use the County’s Stormwater “Who to Call” list to report suspected illicit discharges	STW	Implement actions identified in Section	

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

Improper Disposal (Section I.B.2.e)		Eliminate, within 30 days after discovery, the source of any suspected illicit discharge or improper disposal on FCPA Property. Where elimination of an illicit discharge within 30 days is not possible, FCPA will propose an expeditious schedule for removal of the discharge. In the interim, FCPA shall take all reasonable and prudent measures to minimize the discharge of pollutants to the MS4.		I.B.2.e of the MS4 Permit. Notify FCPA of suspected illicit discharges from FCPA properties.	
Spill Prevention and Response (Section I.B.2.f)	GED POD	Report spills of hazardous materials to the FMO immediately. Report spills to supervisor and refer to the County's Stormwater "Who to Call" list to report spills of non-hazardous materials that have entered storm drains or streams.	FMO	Implement actions identified in Section I.B.2.f of the MS4 Permit.	
Industrial & High Risk Runoff (Section I.B.2.g)	N/A		STW	Implement actions identified in Section I.B.2.g of the MS4 Permit.	

MOU Between Fairfax County and Fairfax County Park Authority
, 2020

Stormwater Infrastructure Management (Section I.B.2.h)	<p>POD</p>	<p>Provide the County with an access map for FCPA Facilities.</p> <p>Provide the County full site plans and as-built drawings for all FCPA Facilities.</p> <p>Provide additional information on FCPA Facilities and FCPA CIP to the County upon request and in a timely manner, or within one month of the initial request.</p> <p>FCPA will be responsible for beaver management on their property. At any time a beaver is impacting the functionality of a stormwater facility (usually ponds), FCPA will initiate their Beaver Management SOP FCPA will initiate the beaver SOP within 72 hours of a request by MSMD.</p> <p>Perform reasonable aesthetic maintenance on FCPA Facilities on FCPA Property including but not limited to: additional mowing beyond stormwater inspection</p>	<p>STW</p>	<p>Implement actions identified in Section I.B.2.h of the permit.</p> <p>Maintain an accurate storm sewer system map and information tables for MS4 Stormwater Facilities that are implemented on FCPA Property.</p> <p>Inspect and maintain all storm sewers that serve through-drainage located on FCPA Property.</p> <p>Prepare and maintain an inventory of MS4 Stormwater Facilities that are implemented on FCPA Property.</p> <p>Perform and track required MS4 Stormwater Facilities inspections in accordance with the schedule established in the MS4 Program Plan.</p> <p>Track and perform minor and major rehabilitation projects</p>	<p>FCPA Facilities currently being maintained by FCPA will be transferred into the DPWES Maintenance and Stormwater Management Division (MSMD) routine maintenance program after the facilities are considered “functional” by MSMD.</p> <p>On an annual basis, MSMD will provide POD with a list of MS4 Stormwater Facilities that will be inspected and/or maintained in the upcoming year.</p> <p>MS4 Stormwater Facilities will be maintained per MSMD’s LOS guidelines.</p> <p>MSMD will provide FCPA with two weeks’ notice of anticipated non-routine maintenance work.</p> <p>DPWES Capital projects will incorporate an FCPA POC on the design team.</p> <p>FCPA Facilities will be available for inspection and/or maintenance Monday through Friday, from 7 AM to 5 PM, unless otherwise arranged with the on-site FCPA POC. MSMD staff and/or contractors will be allowed on site to perform the inspections and/or the maintenance during these times</p>
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MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

		<p>requirements, maintenance of turf and vegetation, maintenance of fences, and litter collection. FCPA Facilities will be available for inspection and maintenance Monday through Friday, from 7 AM to 5 PM, unless otherwise arranged with the on-site FCPA POC. MSMD staff and/or contractors will be allowed on site to perform the inspections and the maintenance during these times without issuance of additional FCPA land rights.</p> <p>FCPA staff will immediately notify the MSMD Call Center (703-877-2800) if they observe unsafe conditions or abnormal facility functionality.</p> <p>Damage, whether minor or major, to a MS4 Stormwater Facility on FCPA property will be the responsibility of FCPA to repair. FCPA will initiate repairs within 45 days of notice from MSMD. If this is not corrected within 135 days of notice, the facility</p>		<p>and repairs as defined in County policies and procedures. This is required to ensure proper operation of all MS4 Stormwater Facilities that are implemented on FCPA Property. All non-routine rehabilitation projects and repairs will be coordinated with FCPA prior to the work being conducted.</p> <p>No later than January 1st, all contractors performing work on FCPA property will indemnify the FCPA, its officers and employees from and against any claims arising out of the work they perform.</p>	<p>without issuance of additional FCPA land rights.</p> <p>New MS4 Stormwater Facilities that are installed on FCPA Property will automatically be incorporated into the MSMD inventory.</p>
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MOU Between Fairfax County and Fairfax County Park Authority
, 2020

		will become the responsibility of FCPA. Normal wear and tear will be covered by MSMD.			
County Facilities (Section I.B.2.i)	GED RMD POD	<p>The discharge of (a) wastewater, (b) FCPA vehicle wash water, (c) fluids leaked from FCPA vehicles, or (d) the dumping of collected yard waste and grass clippings into the MS4 is prohibited on FCPA property.</p> <p>Allow DPWES to install markings on all stormwater inlets located on high priority facilities and facilities with greater than two acres of impervious surface.</p> <p>Apply for all necessary DEQ permits for FCPA facilities and developments in accordance with VPDES and VSMP regulations.</p> <p>Implement approved HP-SWPPPs for each high priority FCPA facility identified in the MS4 Program Plan. FCPA will maintain and operate facility improvement/retrofits at</p>	STW	<p>Implement actions identified in Section I.B.2.i of the MS4 Permit.</p> <p>Develop HP-SWPPPs, with review and approval by FCPA, for each high priority FCPA facility in accordance with the schedule identified in the MS4 Program Plan.</p>	<p>FCPA will provide SWPD documentation of implementation and enforcement mechanisms for wastewater, FCPA vehicle wash water, yard waste, grass clipping, and vehicle leak requirements.</p> <p>-When additional FCPA facilities are determined to be high priority, FCPA will provide data for HP-SWPPP development within three weeks of a request by STW unless another date is mutually agreed upon.</p> <p>FCPA POC will provide access to all sites for County inspection as necessary for HP-SWPPP development.</p> <p>STW will provide draft HP-SWPPPs to FCPA for review at least six weeks in advance of the scheduled due date.</p> <p>FCPA will review draft HP-SWPPPs within three weeks of a request by STW.</p> <p>STW will provide financial and/or contractor support for structural</p>

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

		FCPA properties installed in support of the facility's HP-SWPPP. These improvements include but are not limited to wash pads, recirculating wash systems, sheds, bulk material storage bins, and secondary containment devices. All supplies or services necessary to maintain proper operation of these improvements/retrofits will be the responsibility of FCPA.			projects (source control or stormwater management) required to implement HP-SWPPPs on FCPA Property per support matrix memo.
Public Education (Section I.B.2.j)	GED RMD POD	<p>Designate individuals to participate in the development of a MS4 PEPP.</p> <p>Implement items identified in the MS4 PEPP where FCPA is identified as a responsible party.</p> <p>Implement and review an outreach program for public and private golf courses located within the county, which discharge to the MS4, to encourage implementation of IMP and techniques to reduce runoff of fertilizer and pesticides.</p>	STW	<p>Implement actions identified in Section I.B.2.j of the MS4 Permit.</p> <p>Maintain a list of FCPA educational programs in the public education and outreach plan developed by the MS4 Coordination Section.</p>	FCPA will provide STW with a list of public education and outreach efforts and education activities and the estimated number of individuals reached through the activities no later than July 31 of each year.

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

		Track and report to SWPD annually a list of all public education and outreach efforts completed in accordance with the MS4 PEPP, including an estimate of the population reached for each effort.			
Training (Section I.B.2.k)	FCPA	Require appropriate staff to complete the MS4 Good Housekeeping and Reporting and Recognition of Illicit Discharges trainings on a biennial basis. Annually provide documentation that FCPA employees and contractors applying pesticides and herbicides are properly certified per the Virginia Pesticide Control Act (§3.2-3900 et seq, Code of Virginia).	STW	<p>Implement actions identified in Section I.B.2.k of the MS4 Permit.</p> <p>Provide FCPA access to County training programs or materials that will meet the training requirements.</p>	<p>By October 1 of each year, SWPD will provide FCPA with a link to the MS4 training materials.</p> <p>By December 31 of each year, FCPA will provide SWPD its plan for how FCPA personnel will complete required training using either available County training or County training materials. If either training is completed in person, FCPA will report the training date(s), the event(s), and the estimated number of individuals attending each training event.</p> <p>FCPA will provide training and certification documentation to SWPD no later than July 31 of each year.</p>

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

Water Quality Screening Programs (Section I.B.2.l)	POD	FCPA Property will be available to monitoring staff and contractors Monday through Friday, from 7 AM to 5 PM, unless otherwise arranged with the on-site FCPA POC. SWPD staff and/or contractors will be allowed on site to conduct monitoring during these times without issuance of additional FCPA land rights or permits.	STW	Implement actions identified in Section I.B.2.l of the MS4 Permit. Any suspected illicit discharge from FCPA property must be reported to FCPA for source identification and elimination.	On an annual basis, SWPD will provide POD with a list of FCPA Properties that are scheduled to be visited for water quality screening purposes.
Infrastructure Coordination (Section I.B.2.m)			STW	Implement actions identified in Section I.B.2.m of the MS4 Permit.	
Monitoring Requirements (Section I.C)	PDD	FCPA will not charge DPWES land right or administrative fees for monitoring on FCPA Property FCPA Property will be available to monitoring staff and contractors Monday through Friday, from 7 AM to 5 PM, unless otherwise arranged with the on-site FCPA POC. SWPD staff and/or contractors will be allowed on site to conduct	STW	Implement actions identified in Section I.C of the MS4 Permit.	On an annual basis, SWPD will provide PDD with a list of FCPA Properties that are scheduled to be visited for monitoring purposes. Upon request, SWPD will provide data collected on FCPA property on an as needed basis.

MOU Between Fairfax County and Fairfax County Park Authority
 _____, 2020

		monitoring during these times without issuance of additional FCPA land rights or permits.			
TMDL Action Plan and Implementation (Section I.D)	PDD	<p>Designate individuals to participate in the development of County TMDL action plans.</p> <p>Implement County TMDL action plans in accordance with the actions specified in the individual plans.</p>	STW	<p>Implement actions identified in Section I.B.D of the MS4 Permit.</p> <p>Fund and construct stormwater retrofit projects on FCPA Property in accordance with the TMDL action plans, including securing all required permits.</p>	<p>FCPA will provide data for TMDL action plans within four weeks of a request by SWPD unless another date is mutually agreed upon.</p> <p>FCPA will review draft TMDL action plans within four weeks of a request by SWPD.</p>
Annual Reporting (Section I.E)	RMD	Provide information required by the County to prepare annual reports in accordance with a schedule developed by SWPD.	STW	<p>Implement actions identified in Section I.B.E of the MS4 Permit.</p> <p>Provide FCPA with a list of information required by the County to prepare annual reports, including when the information is needed to facilitate timely review.</p>	<p>SWPD will provide FCPA with a list of information required no later than July 1 of each year.</p> <p>FCPA will provide data for the annual report by August 1st of each year or as defined in the list of information required provided by SWPD.</p>

DURATION, MODIFICATION, TERMINATION, AND ANNUAL REVIEW:

This MOU shall remain in effect unless amended or terminated, as set forth below in this paragraph. Any amendments must be in writing, signed, and dated by both parties. Either party may terminate this MOU with one hundred and eighty (180) days advance written notice to the other. To conform to local government charter and Code of Virginia requirements, the funding provisions of the MOU will be subject to annual review and appropriation as appropriate. The parties will meet once per year on or about the anniversary of the date of this MOU, for the purpose of reviewing the extent to which the terms of this MOU are being implemented successfully by the parties.

OPERATIONAL AGREEMENTS:

The Director of the Fairfax County Department of Public Works and Environmental Services and the Director of the Fairfax County Park Authority may enter into operational agreements designed to facilitate the efficient and orderly implementation of this MOU, provided that they are not in conflict with the provisions contained herein.

CONFLICT RESOLUTION:

This MOU supersedes, all prior discussions, understandings, agreements, and negotiations between the parties with respect to MS4 permit compliance activities. This MOU shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. Both parties participated in the preparation of the MOU, and no terms or interpretation of the MOU shall be construed against either party. Any dispute arising from the MOU, including but not limited to the scope of responsibilities assigned to the parties, and the discharge of same, shall be resolved at the appropriate staff level whenever possible. Any dispute that cannot be resolved at the staff level will be brought before the Director of the Fairfax County Department of Public Works and Environmental Services for resolution. All requests, proposals, notices and other communication hereunder shall be in writing unless otherwise specified herein.

IN WITNESS THEREOF, the Board of Supervisors and the Park Authority Director hereby execute this agreement:

Bryan Hill
County Executive
Fairfax County, Office of the County Executive

(Date)

Kirk Kincannon
Executive Director
Fairfax County Park Authority

(Date)

ACTION - 2

Approval of Revisions to Chapters 4 and 10 of the Personnel Regulations to Align Definitions, Align Practice with Policy, and Provide Administrative Clarification

ISSUE:

Revisions to the Fairfax County Personnel Regulations are proposed to ensure compliance with Virginia Code, provide administrative direction and policy clarification.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors approve the proposed revisions to Chapters 4 and 10 of the Personnel Regulations, as specified below.

TIMING:

Routine.

BACKGROUND:

Periodically, the Department of Human Resources (DHR) brings forward proposed revisions to the Personnel Regulations for Board consideration.

At the November 26, 2019, meeting of its Personnel Committee, the Board was presented with revisions to Chapters 4 and 10 of the Personnel Regulations. The Chapter 4 – Pay Plan, Hours of Work and Overtime revision removes language referencing Animal Protection Police Officer II proficiency pay. The newly established Animal Protection Police Officer III level classification eliminates the need for the current language. The Chapter 10 – Leave revision updates Washington’s Birthday to George Washington’s Birthday – Presidents’ Day. In response, the Board directed that these amendments be scheduled as soon as possible for a public hearing before the Civil Service Commission.

Prior to the hearing, extensive discussions occurred between DHR Staff, Office of County Attorney (OCA), employee groups and agency personnel to promote aligned understanding and agreement with the proposed changes. OCA reviewed all proposed changes.

In accordance with the Merit System Ordinance and the Board’s direction, the proposed revisions were forwarded to the Civil Service Commission for public hearing. The public hearing was held on January 13, 2020, and at the hearing, the Department of Human Resources gave an overview of the proposed changes for each chapter. There was no

Board Agenda Item
February 11, 2020

testimony offered by employees, management or employee groups. Following the public hearing, the Commission considered the referenced proposed revisions, as highlighted below, and their comments on the proposed revisions are included as Attachment Three (3).

The following content highlights proposed changes, by chapter:

Chapter 4 — Pay Plan, Hours of Work and Overtime (Attachment 1)

Removed language referencing the Animal Protection Police Officer II proficiency pay. The newly established Animal Protection Police Officer III level classification eliminates the need for the current language.

Chapter 10— Leave (Attachment 2)

Updated the language in Section 10.34-c adding George and – Presidents' Day to Washington's Birthday (Third Monday in February).

FISCAL IMPACT:

None noted.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Revisions to Chapter 4 of the Personnel Regulations
Attachment 2: Proposed Revisions to Chapter 10 of the Personnel Regulations
Attachment 3: Civil Service Commissioners' Memorandum

STAFF:

Catherine Spage, Director, Department of Human Resources

ASSIGNED COUNSEL:

Karen Gibbons, Deputy County Attorney

CHAPTER 4

Pay Plan, Hours of Work and Overtime

4.1 Pay Ranges

- 1 In preparing the pay plan, consideration shall be given to the duties and responsibilities of the various types of positions, the prevailing rates paid for comparable services in public and private employment and to experience in recruiting for such positions. Pay ranges shall include a minimum rate, a midpoint rate and a maximum rate for each class. Pay ranges assigned to classes consisting of public safety employees shall include such intermediate rates or steps as deemed necessary.
- 2 The rate of pay set forth in the plan shall include total pay in every form, except that it shall not include allowance for actual and necessary travel expense authorized and included as incident to employment. If subsistence, quarters or other maintenance is furnished to an employee, the reasonable value thereof shall be deducted from the rate of pay set forth in the plan. Exceptions to this provision must be approved by the Board of Supervisors.
- 3 When, in the opinion of the department head or deputy, following these rules results in an inequity, the Human Resources Director may authorize a salary adjustment if he /she concurs in the opinion of the department head or deputy.
- 4 Except as provided in these rules, performance pay increase dates shall not be affected by the adoption of the new pay plan.
- 5 Employee pay increases, to include performance pay increases and/or longevity increases, as provided in this chapter are subject to conditions outlined in the appropriate section of the regulations and are subject to available funding.

4.2 Starting Rate of Pay

- 1 The minimum rate of pay for a class shall normally be paid upon appointment.
- 2 Original appointment not to exceed the midpoint rate may be made if any of the following conditions exist:
 - a. The qualifications of the applicant significantly exceed the requirements for the class.
 - b. Difficulty of recruitment requires payment of a higher rate.

- 3 Original appointment above the midpoint rate requires the approval of the Human Resources Director.
- 4 A former employee being reinstated, as defined in Chapter 2, will be appointed at a rate of pay equal to or greater than the rate he/she was receiving at the time of his/her separation, adjusted to reflect any cost of living or market pay adjustments pay to that pay grade since his/her separation.

4.3 Performance Pay Increase

- 1 Performance pay increases may be granted to those employees who meet the requirements specified for such increases. Employees considered not qualified for a performance pay increase shall be handled in accordance with the provisions of Chapter 12.
- 2 Eligibility

A non-public safety employee receiving less than the maximum scheduled rate for his/her grade may be granted a percentage salary increase not to exceed the amount authorized by the Board of Supervisors. A performance pay increase for a public safety employee advances him/her to the next step in the grade. Eligibility for performance pay increases is subject to available funding and the following:

- a. His/her work has met or exceeded the performance requirements established by his/her department head or designee to qualify for a pay increase. Public safety employees' performance must exceed the minimum performance standards to qualify for a performance pay increase. Effective August 1, 1990 employees who enlist, or are inducted into military service, or who are members of a reserve component of the armed forces of the United States who are ordered to active duty and return to County employment; upon their release from active duty and whose service is other than dishonorable shall be deemed to have satisfied this requirement for the period they are on active duty. The total length of active military service may not exceed five years.
- b. A performance review period is 12 months.

Notwithstanding the merit review periods listed above, effective July 13, 1991, the beginning of the first full pay period in FY 1992, all employees who have merit increment dates shall have their merit increment date extended by one year.

Thus, for example, an employee who had a merit increment date of the first day of payroll number 15 in 1991, which falls on July 13, 1991, would have a new increment date of the first day of payroll number 15 in 1992. An employee who had a merit increment date of the first day of payroll number

15 in 1992, which falls on July 11, 1992, would have a new merit increment date of the first day of payroll number 15 in 1993, which falls on July 10, 1993. An employee who had a merit increment date of the first day of payroll number 15 in 1993, which falls on July 10, 1993, would have a new merit increment date of the first day of payroll number 15 in 1994, which falls on July 9, 1994.

Notwithstanding the merit review periods listed above, effective July 11, 1992, the beginning of the first full pay period in FY 1993, all employees who have merit increment dates shall have their merit increment date extended by one year. Thus, for example, an employee who had a merit increment date of the first day of payroll number 15 in 1992 which falls on July 11, 1992, would have a new merit increment date of the first day of payroll number 15 in 1993, which falls on July 10, 1993. An employee who had a merit increment date of the first day of payroll number 15 in 1993 which falls on July 10, 1993, would have a new merit increment date of the first day of payroll number 15 in 1994 which falls on July 9, 1994. An employee who had a merit increment date of the first day of payroll number 15 in 1994, which falls on July 9, 1994, would have a new merit increment date of the first day of payroll number 15 in 1995, which falls on July 8, 1995.

- 3 Each employee shall have a performance pay increase date established when he/she is initially appointed to a merit position.
 - a. For uniformed public service employees, that date corresponds to the beginning of the pay period in which he/she is appointed or promoted
 - b. Performance pay increase date for other employees corresponds with the first full pay period of the fiscal year. Partial pay periods do not count towards the performance pay increase date and initial probationary employees must be hired prior to April 1 to be eligible to receive performance increases in the given year.
- 4 Creditable service in the completion of performance review periods includes:
 - a. Continuous employment in the competitive service not including overtime.
 - b. Period of involuntary separation initiated by the department head followed by reinstatement after appeal by the Civil Service Commission under the grievance procedure, for which the Commission determines that the employee is entitled to back pay.
 - c. Honorable service with the armed forces by employees who enlist or are inducted into military service or who are members of a reserve component of the United States who are ordered to active duty and who return to County employment upon their release from active duty. The total length of active military service, which can be credited, may not exceed five years.

4.4 Outstanding Performance Award

- 1 An employee who has completed their initial probationary period and performs the duties and responsibilities of his/her position in an outstanding manner and whose work generally is well above expectations shall be eligible to be considered for an outstanding performance award.
- 2 An outstanding performance award may be recommended by a department head or designee. Such outstanding performance award recommendation shall be in writing, shall state the reason for such recommendation and shall be submitted through the Deputy County Executive to the Human Resources Director, as appropriate, for implementation.
- 3 Outstanding performance awards may be granted in any dollar amount not to exceed \$1,000 the amount authorized by the Board of Supervisors.

4.5 Longevity Pay Increments

Public Safety employees shall receive a longevity increment increase after 15 years of service and reaching top step in grade. A second longevity increase is awarded after 20 years of service and reaching top step in grade (step 9).

Non-public safety employees may be eligible to receive longevity increases, in lieu of performance increases, after 20 and 25 years of service. These increases are awarded to employees who attain the required length of service before July 1 of the year funded.

4.6 Within-Grade Adjustment

When in the opinion of the County Executive, it is in the best interest of the County to do so, he/she may authorize a salary adjustment to encourage retention of highly qualified County employees and address pay inequities not to exceed the maximum rate of pay assigned to the employee's class.

4.7 Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Except Public Safety Employees

If an employee other than a public safety employee is promoted, demoted, appointed to a reallocated position or transferred, his/her rate of pay for the new position shall be determined as follows:

- 1 When a position is filled by promotion, the appointee shall receive a salary increase equal to 10% for one and two-grade promotions and 15% for promotions of three or more grades not to exceed the maximum rate of pay assigned to the new job class or the minimum rate of pay for the new job class whichever is greater.

- 2 With the exception of disciplinary demotions or demotions during a promotional probationary period, when an employee is demoted, he/she shall be placed at the same salary in the new pay grade. If the employee's salary is greater than the maximum salary of the new pay grade he/she shall be placed at the maximum salary for the new pay grade.

When an employee is promoted or reinstated to his or her former job class within a year from the date of demotion, he or she shall remain at the same salary or be placed at the salary he or she was receiving prior to the demotion, whichever is greater.

- 3 When an employee is demoted for disciplinary reasons he or she shall be placed at the salary in the new grade that is 5% less than his/her current salary not to exceed the maximum salary for the pay grade.
- 4 When an employee is demoted during a promotional probationary period, the employee's former rate of pay shall be reinstated in the new lower pay grade, not to exceed the maximum salary for the pay grade.
- 5 When an employee is transferred from a position of one class to a position of another class at the same level, he/she shall continue to be paid at the same rate of pay.
- 6 Upon upward reclassification of a position, the incumbent shall receive a pay increase equal to 5% of the midpoint of the salary range for the new, higher pay job class or move to the minimum of the new range, which ever is greater not to exceed the maximum rate of pay for the new pay grade.
- 7 Upon review of a job class to determine if a regrade is warranted, the incumbents in the job class may be entitled to a pay adjustment regardless of whether the job class is regraded or not. The determination of pay increase eligibility and the amount of such pay increase will be made in accordance with procedures approved by the County Executive and the Board of Supervisors. In no case shall the employee's salary be less than the minimum or greater than the maximum for the new pay range.

4.8 Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Public Safety Employees

If a public safety employee is promoted, demoted, appointed to a reallocated position or transferred, his/her rate of pay for the new position shall be determined as follows:

- 1 When a position is filled by promotion, except as noted elsewhere in this chapter, the appointee shall receive the greater amount of the minimum rate for the class of the new position or an amount in excess of one normal within grade increase in the pay grade of the class of the position held prior to promotion. Such increase shall

not be less than 5% and if the promotion is three grades or more, the employee shall be placed in the new grade at a step closest to their identified years of service threshold. The appointee shall receive a new performance pay increase date, which shall be calculated from the payroll number and year of his/her promotion.

- 2 When an employee is demoted, he/she shall be placed in the pay step in the new pay grade, which represents the closest dollar amount that is less than the former pay. An employee may be placed in a longevity step under this provision only if the employee meets the length of service requirement for that step. The performance pay increase date shall not change.

When an employee is promoted or reinstated to his or her former job class within a year from the date of demotion, he or she shall remain at the same salary or be placed at the salary he or she was receiving prior to the demotion, whichever is greater and the performance pay increase date shall not change.

- 3 When an employee is demoted to his or her former job class during a promotional probationary period, the employee's former grade and step shall be reinstated. When an employee is demoted to a job class other than that in which he/she was serving at the time of promotion, he/she shall be placed at the step in the lower grade that is closest to, but not less than the employee was making prior to promotion. If the employee's pre-promotion performance pay increase (PPI) date falls between the date of promotion and the date of the subsequent demotion, the promotion date will be retained as the PPI date; otherwise the pre-promotion PPI date shall be reinstated.
- 4 When an employee is transferred from a position of one class to a position of another class at the same level, he/she shall continue to be paid at the same rate of pay.
- 5 Upon upward reclassification/reallocation of a position, the incumbent shall receive the greater amount of either the minimum rate for the new grade or the next higher dollar rate in the new pay grade as compared to the dollar rate in the lower grade except in the following instances:
- a. Employees who have served one year or more in a two year review period and who upon reclassification/reallocation, move to a step with a one year review period, shall receive an additional step upon reclassification/reallocation to the new grade. The employee shall receive a new performance pay increase date, which shall be calculated from the payroll number and year of the reclassification/reallocation using the performance review period for the new step.
 - b. Except as noted above, the performance pay increase date shall not change unless the reclassification/reallocation moves the employee to a step with a shorter review period. In such cases, the year of the performance pay increase date is reduced if the time between the effective date of the

reclassification/reallocation action and the employee's performance pay increase date is more than one year.

4.9 Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Police Officers, Deputy Sheriffs and Animal Control Officers

- 1 A Police Officer I promoted to Police Officer II, a Deputy Sheriff I promoted to Deputy Sheriff II, or an Animal Control Officer I to II shall receive an increase in pay not to exceed one within grade increase and the performance pay increase date will not change.
- 2 A Police Officer II or Deputy Sheriff II who is receiving a proficiency pay adjustment and is promoted to Police Sergeant or Deputy Sheriff Sergeant respectively, shall receive an increase in pay not to exceed one within grade increase and the performance pay increase date will not change.
- 3 In all other cases, the normal rules affecting promotion, demotion, reallocation of positions, and transfer for public safety employees shall apply.

4.10 Allowances Granted Police Officers

- 1 Police Officers required to wear civilian clothes while on duty shall be granted a clothing allowance while such assignment lasts.

4.11 Allowances Granted Deputy Sheriffs

- 1 A Deputy Sheriff II who has a minimum of five (5) years of service as a sworn Deputy Sheriff with Fairfax County and who is certified by the Sheriff or designee as demonstrating exemplary expertise in an authorized Deputy Sheriff position, may be eligible to receive a proficiency pay adjustment and assume the work title of "Master Deputy Sheriff".
 - a. A Deputy Sheriff who is eligible for a proficiency pay adjustment shall be reassigned to pay grade C-19 and shall receive an increase in pay not to exceed one within grade increase and the performance pay increase date will not change.
 - b. The number of Deputy Sheriff II's receiving a proficiency pay adjustment shall at no time be greater than one-third of the total number of authorized and established Deputy Sheriff II positions.

4.12 Allowances Granted Uniformed Fire Employees

- 1 A Fire Technician who has a minimum of five (5) years of service as a uniformed Fire employee with Fairfax County, and who is certified by the Chief of Fire and Rescue or designee as demonstrating exemplary expertise in an authorized Fire Technician specialty, may be eligible to receive a fire proficiency pay adjustment and assume the work title of "Master Firefighter."
 - a. A Fire Technician who is eligible for a fire proficiency pay adjustment shall be reassigned to pay grade F-20 and shall receive an increase in pay not to exceed one within grade increase, and the performance pay increase date will not change.
 - b. The number of Fire Technicians receiving a fire proficiency pay adjustment shall at no time be greater than one-third of the total number of authorized and established Fire Technician positions.

4.13 Allowances Granted Animal Protection Police Officers

- ~~-1 An Animal Protection Police Officer II who has a minimum of five (5) years of service as an Animal Protection Police Officer with Fairfax County and who is certified by the Chief of Police or designee as demonstrating exemplary expertise in an authorized Animal Protection Police Officer specialty, may be eligible to receive a proficiency pay adjustment and assume the work title of "Master Animal Protection Officer."~~
 - ~~a. An Animal Protection Police Officer II who is eligible for a proficiency pay adjustment shall be reassigned to pay grade P-21 and shall receive an increase in pay not to exceed one within grade increase, and the performance pay increase date will not change.~~
 - ~~b. The number of Animal Protection Police Officer II's receiving a proficiency pay adjustment shall at no time be greater than one third of the total number of authorized and established Animal Protection Police Officer II positions.~~

4.14 Hours of Work

- 1 The regular work period for all full-time County employees, excluding law enforcement and fire protection personnel, shall be 40 hours worked or on paid leave (excluding meal periods) within a seven consecutive calendar day period beginning and ending as defined in Chapter 2. The schedule of hours for the workweek shall be determined by the department head or designee.

Commented [AJ1]: Remove entire section referencing the Animal Protection Police Officer II proficiency pay. We recently established the Animal Protection Police Officer III level classification, therefore, there is no need for the current language to remain in the regulation. Proficiency pay has been eliminated due to the recent establishment of the official class specification.

Commented [AJ2]: Renumbered

- 2 The regular work period for fire protection personnel shall be 28 consecutive calendar days, beginning and ending as defined in Chapter 2. The number of hours worked during the 28-day work period may vary depending on shift schedules and department needs.
- 3 The regular work period for law enforcement personnel shall be 14 consecutive calendar days, beginning and ending as defined in Chapter 2. The number of hours worked during the 14-day work period may vary depending on shift schedules and department needs.
- 4 The County Executive may authorize the inclusion of the meal period as actual work for shift positions.
- 5 All employees in the Merit System shall be entitled to a 15 minute rest period for each four hours of assigned work, during a duty day, as scheduled by the department head or designee. Whenever possible, the rest period shall be scheduled at the middle of each such four-hour period of work.
- 6 Shift Differential Premium Pay shall be authorized for all merit employees who are scheduled to work on fixed and/or rotating shifts that start at or after 1:00 P.M. wherein the hours scheduled on a shift after 4:00 P.M. are greater than the hours scheduled prior to 4:00 P.M., excluding employees who work flex-time schedules. If an employee whose regular shift schedule qualifies him/her for shift differential premium pay, reports to work prior to the start of their regular shift hours, he/she remains eligible for shift differential premium pay for all hours worked after 1:00 P.M. regardless of the time he/she actually begins working on that day. The hours worked before the beginning of the regular shift schedule are not eligible for shift differential.
- 7 The Evening Shift shall encompass all shift schedules, which begin between the hours of 1:00 P.M. and 7:59 P.M. The premium pay rate established for the Evening Shift shall apply for all regularly scheduled hours actually worked between 1:00 P.M. and 7:59 P.M.
- 8 The Night Shift shall encompass all shift schedules, which begin at 8:00 P.M. and thereafter. The premium pay rate established for the Night Shift shall apply for all regularly scheduled hours actually worked between 8:00 P.M. and 6:59 A.M.
- 9 Employees assigned to 24-Hour Shift Schedules shall be paid Shift Differential Premium Pay for all regularly scheduled hours actually worked between the hours of 4:00 P.M. and 7:00 A.M. and in accordance with established payroll procedures.
- 10 Employees are paid and earn leave based on data recorded in official time and attendance records. An "online" timesheet is used to document time worked and leave taken. There are two types of time and attendance reporting:

- a. Employees required to use positive time reporting must record all absences and hours worked each pay period.
- b. Employees required to use negative time reporting only record exceptions to their scheduled work hours. If no exceptions are entered, the employee is paid a biweekly amount based on their scheduled hours.

4.4514 Overtime, Compensatory Time, Call-Back Time, Consecutive Shift Time

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-1 Overtime.

FLSA overtime shall include all hours worked or on paid leave by an FLSA eligible employee (other than law enforcement and fire protection personnel) in excess of 40 hours in a work week.

Overtime for FLSA eligible law enforcement personnel (excluding sworn Police Officers, Animal Protection Police Officers, and Deputy Sheriffs scheduled to work a 40 hour week) shall include all hours worked or on paid leave in excess of 86 hours in a 14-day work period. Overtime for FLSA eligible law enforcement personnel in the Police Department and Deputy Sheriffs scheduled to work a 40 hour week shall include all hours worked or on paid leave in excess of 80 hours in a 14-day work period. Overtime for FLSA eligible fire protection personnel shall include all hours worked or on paid leave in excess of 212 hours in a 28-day work period. Non-FLSA overtime includes hours worked in excess of the employee's scheduled hours but less than the eligibility requirement for FLSA overtime. Overtime shall be kept to a minimum and shall be used to relieve occasional excessive workloads or emergencies, and not to provide for constant recurring requirements. Overtime may be mandated when related to the health, welfare or safety of either the public or employees. Except in emergency situations, all overtime worked by an employee shall be approved by the employee's supervisor or designee, verbally or in writing prior to the overtime being worked. Employees shall not work in excess of authorized scheduled hours without express approval of the supervisor.

-2 Eligibility.

Employees shall earn compensatory time or be paid for overtime hours actually worked in accordance with the following provisions:

- a. FLSA eligible employees excluding law enforcement and fire protection personnel as defined in Chapter 2:
 - (1) shall be compensated at one and one-half times their regular rate of pay for all eligible hours worked or on paid leave in excess of 40 hours during the designated seven consecutive day work period. If

requested by the employee and approved by the department head or designee, compensatory time at the rate of time and a half may be awarded in lieu of overtime pay. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at one and one-half times the regular rate of pay must be awarded.

- (2) shall earn straight compensatory time or be paid overtime at their hourly rate of pay, at the employee's discretion, for hours worked in excess of their scheduled hours wherein the time actually worked is less than forty hours in a seven day work period. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at the hourly rate of pay must be awarded.
- b. Straight pay eligible employees shall, at the discretion of the department head or designee, earn straight compensatory time or be compensated at their hourly rate of pay for all time worked in excess of their scheduled work hours.
- c. Compensatory time eligible employees shall earn straight compensatory time for time worked in excess of their scheduled work hours.
- d. FLSA eligible fire protection personnel:
 - (1) shall be compensated at one and one-half times their regular rate of pay for all eligible hours worked or on paid leave in excess of 212 hours during the 28 consecutive day work period. If requested by the employee and approved by department head or designee, compensatory time at the rate of time and a half may be awarded in lieu of overtime pay. If the employee's compensatory leave balance is 336 hours or greater, overtime pay at one and one-half times the regular rate of pay must be awarded.
 - (2) shall earn straight compensatory time or be paid overtime at their hourly rate of pay, at the employee's discretion, for hours worked in excess of their scheduled hours wherein the hours actually worked are less than 212 hours in a 28 day work period. If the employee's compensatory leave balance is 336 hours or greater, overtime pay at the hourly rate of pay must be awarded.

All other Fire and Rescue Department employees shall be treated as described in Section 4.15 - 2a, b, or c.

- e. FLSA eligible law enforcement personnel:

- (1) shall be compensated at one and one-half times their regular rate of pay for all hours worked or on paid leave in excess of 86 hours (80 hours for sworn Police Officers and Deputy Sheriffs scheduled to work a 40 hour week) during the 14 consecutive day work period. If requested by the employee and approved by the department head or designee, compensatory time at the rate of time and a half may be awarded in lieu of overtime pay. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at one and one-half times the regular rate of pay must be awarded.
- (2) shall earn straight compensatory time or be paid overtime at their hourly rate of pay, at the employee's discretion, for hours worked in excess of their scheduled hours wherein the hours actually worked are less than 86 hours (80 hours for sworn Police Officers and Deputy Sheriffs scheduled to work a 40 hour week) in a 14 day work period. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at the hourly rate of pay must be awarded.
- (3) shall be compensated at one and one-half times their hourly rate of pay for actual court time worked when such court time falls on the employee's scheduled day off or begins more than two hours prior to the employee's scheduled shift, regardless of the number of hours worked in a given work period.

All other public safety employees shall be treated as described in Section 4.15 - 2a, b, or c.

-3 Holiday/Emergency Administrative Leave.

Pro-rata adjustments shall be made for the holiday usage rate for shift schedules other than 40 hours per week to ensure compliance with the provisions of Chapter 10.

- a. Part-time merit employees shall be granted holiday time off with pay on a pro-rated basis regardless of the number of hours scheduled on the day on which a holiday falls computed at the rate of one-tenth of an hour times the employees bi-weekly scheduled hours.
- b. When an employee is required to work due to an emergency, staff shortage or hours worked that are a part of the regular work week on a holiday (actual or observed), the employee shall be compensated for the hours actually worked at the employee's hourly rate of pay or in accordance with the rules governing overtime, if applicable.

To receive holiday compensation on an actual holiday, an employee must be directed by his/her supervisor to work due to staff shortage or other operational necessity.

In addition, employees shall receive holiday compensation as follows:

- (1) FLSA eligible employees shall, at the employee's discretion, be granted holiday compensatory time or be paid holiday pay not exceeding the employee's regularly scheduled hours or one half of the employee's regularly scheduled hours for a half-day holiday. If the employee's compensatory leave balance is 240 hours or greater, holiday pay at the employee's hourly rate must be granted.
 - (2) Straight pay eligible employees shall, at the discretion of the department head or designee, be granted holiday compensatory time or be paid holiday pay not exceeding the employee's regularly scheduled hours or one half of the employee's regularly scheduled hours for a half-day holiday) at the employee's hourly rate of pay.
 - (3) Compensatory time eligible employees shall be granted holiday compensatory time not exceeding the employee's regularly scheduled hours or one half of the employee's regularly scheduled hours for a half-day holiday) at the employee's hourly rate of pay.
- c. When a holiday falls on an employee's scheduled day off, the employee shall be compensated as follows:
- (1) FLSA eligible employees shall, at the employee's discretion, be granted holiday compensatory time or be paid holiday pay not exceeding eight hours (4 hours for a half-day holiday) at the employee's hourly rate of pay. If an employee's compensatory leave balance is 240 hours or greater, holiday pay at the employee's hourly rate must be granted.
 - (2) Straight pay eligible employees shall at the discretion of the department head or designee, be granted holiday compensatory time or be paid holiday pay not exceeding eight hours (4 hours for a half-day holiday) at the employee's hourly rate of pay.
 - (3) Compensatory time eligible employees shall be granted holiday compensatory time not exceeding eight hours (4 hours for a half-day holiday).
- d. When a holiday falls on an employee's scheduled work day and the employee does not work, the employee shall receive holiday pay at the

employee's hourly rate of pay. Full-time merit employees (other than Fire and Rescue Department employees on the 24-hour shift schedule) who are scheduled to work more than 8 hours due to departmental operational needs (this does not include employees who elect to work a compressed work week or flex schedule), shall be granted holiday time off with pay up to the regularly scheduled hours for a full holiday (or one-half of the regularly scheduled hours for a half holiday).

- e. In the event of extreme inclement weather or other emergency, wherein the general County government is closed by the County Executive and all employees are granted Emergency Administrative Leave, those employees required to perform emergency services shall be compensated for the hours actually worked at the employee's hourly rate of pay or in accordance with the rules governing overtime. In addition, the employee shall be compensated as follows:
- (1) FLSA eligible employees shall at the employee's discretion, be granted compensatory time or be paid at the employee's hourly rate of pay for the number of hours that coincide with the employee's work schedule for the day itself not to exceed the maximum amount granted by the County Executive. If the employee's compensatory leave balance is 240 hours (336 hours for fire protection personnel) or greater, the employee must be paid for these hours.
 - (2) Straight pay eligible employees shall, at the discretion of the department head or designee, be granted compensatory time or be paid at the employee's hourly rate of pay for the number of hours that coincide with the employee's work schedule for the day itself not to exceed the maximum amount granted by the County Executive.
 - (3) Compensatory time eligible employees shall be granted compensatory time for the number of hours that coincide with the employee's work schedule for the day itself not to exceed the maximum amount granted by the County Executive.

-4 Compensatory Time.

Compensatory time shall be earned and credited to an employee's records on the basis of actual hours worked in excess of the employee's scheduled hours. FLSA eligible employees who earn compensatory time for FLSA overtime hours worked (as defined 4.15 – 2 a(1), d(1), and e(1) shall accrue 1 1/2 hours of compensatory time for each overtime hour worked.

All other compensatory time shall be accrued on an hour for hour basis.
Compensatory time off for overtime worked shall be granted upon request of the employee, when approved by the department head or designee.

- a. In the event that an employee is granted compensatory time off in excess of the employee's accrued balance, the excess shall be charged against the employee's annual leave balance.
- b. Compensatory time not to exceed 240 hours may be carried forward from one calendar year to the next calendar year.
- c. County employees shall be awarded a terminal leave payment for any accrued compensatory time not to exceed a maximum of 240 hours (336 hours for fire protection personnel). This will be paid at the employee's current hourly rate of pay at the time of termination with the exception that FLSA eligible employees will be paid at the current regular rate or at the average regular rate for the last 3 years, whichever is greater.
- d. Notwithstanding the provisions of this section or any other provision of these personnel regulations or of the procedural directives governing the exempt service, effective July 1, 1998, senior managers shall not be eligible to earn or accrue compensatory leave. For purposes of this section, "senior managers" are noted in a procedural memorandum issued by the Human Resources Director.

Senior managers shall be credited with the amount of unused compensatory leave accrued as of July 1, 1998. Subject to the provisions of these regulations and any other applicable procedural directive, they may take such compensatory leave after July 1, 1998 until such leave balances are exhausted. Senior managers may carry over no more than 240 hours of previously accrued and unused compensatory leave into the 1999 calendar year. Upon separation, senior managers shall be granted a terminal leave payment for any such accrued and unused compensatory leave paid at the senior manager's current rate of pay, on an hourly basis, at the time of separation not to exceed a maximum of 240 hours.

-5 Call-Back Time.

Call-back time refers to situations wherein an employee is off duty and is called to return to work after departing from the work place. It does not apply to those incidents where an employee is at work or has not departed from the work site and the work period is extended.

Employees called back to work shall be credited with a minimum of four hours overtime in each separate instance, excluding travel time, regardless of the hours actually worked.

- (a) FLSA eligible employees shall, at the employee's discretion, be granted compensatory time (at the time and one-half rate) or be paid at one and one-half times their hourly rate of pay for call-back hours. If the employee's compensatory leave balance is 240 hours or greater, the employee must be paid.
- (b) Straight pay eligible employees shall, at department head's or designee's discretion, earn straight compensatory time or be compensated at their hourly rate of pay for all call-back time.
- (c) Compensatory time eligible employees on all pay scales shall earn straight compensatory time for all call-back time.

-6 Consecutive Shift Time.

Consecutive Shift time refers to situations wherein an employee has completed a full eight or more hour shift and is required to remain on duty a second consecutive shift to perform essential services during an emergency situation or to meet minimum State certification standards in the Department of Public Works and Environmental Services.

Employees required to perform 2nd consecutive shifts shall be compensated as follows:

- (a) FLSA eligible employees shall, at the employee's discretion, be granted compensatory time (at the time and one-half rate) or be paid at one and one-half times their hourly rate of pay for consecutive shift hours. If the employee's compensatory leave balance is 240 hours or greater, the employee must be paid.
- (b) Straight pay eligible employees shall, at the department head's or designee's discretion, earn straight compensatory time or be compensated at their hourly rate of pay for all consecutive shift time.
- (c) Compensatory time eligible employees shall earn straight compensatory time for all consecutive shift time.

4.4615 Outside Employment; Violation of State Law on Conflict of Interests

- 1 Employees in the competitive service shall not engage in any employment, activity or enterprise, which has been or may be determined to be inconsistent, incompatible, or in conflict with duties, functions, or responsibilities of their County employment.

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- 2 No employee in the competitive service shall hold any other position in any other governmental jurisdiction or in private employment, when such other position may have the effect of reducing the efficiency of such employee in the competitive service.
- 3 Employees in the competitive service who desire to accept outside employment in addition to their regular County positions shall inform their respective department head or designee of the nature and extent of such outside employment. The department head or designee shall thereupon determine whether or not the holding of such employment conflicts with the duties and responsibilities of said employee to the County.
- 4 Violation of the County's rules on outside employment or the Virginia State and Local Government Conflict of Interests Act or any successor statute thereto may be grounds for dismissal.

4.4.16 Application of Pay Policies to Deferred Retirement Option Plan (DROP) Participants

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Notwithstanding any provision of this chapter to the contrary, employees who are participating in the Deferred Retirement Option Plan (DROP) are considered as merit employees and the pay provisions included in this chapter continue to apply during their DROP participation.

CHAPTER 10

Leave

10.1 Leave Defined

Leave is any authorized absence during regularly scheduled work hours that has been approved by proper authority. Leave may be authorized with or without pay. Absence without approval is considered unauthorized absence.

10.2 Leave Policy

All merit employees are encouraged to take annual leave for vacation purposes of two consecutive weeks each year. During the year, careful consideration shall be given to the desire and needs of employees in the granting of shorter periods of annual leave. Department heads or designees shall grant leave in accordance with these rules on the basis of the work requirements in the department, and whenever possible, the personal wishes of the employee.

10.3 Maintenance of Leave Records

The Department head or his/her designee shall be responsible for the maintenance of accurate leave records. Such records shall be kept on a form prescribed by the Human Resources Director, who may periodically inspect them to ensure that departments are adhering to the provisions of these rules.

10.4 Procedures for Requesting Leave

- 1 For all leave, with the exception of official holiday, unscheduled sick and administrative emergency leave, a request indicating the kind of leave, duration and dates of departure and return must be approved prior to the taking of the leave. The request for leave should be submitted to the department head or designee the same number of days prior to beginning the leave as the number of days leave requested. In the case of unscheduled sick leave, the request shall be completed and submitted for approval immediately upon the employee's return to duty.
- 2 Unless an absence is approved by the department head or his/her designee, an employee shall not be paid for any absences from scheduled work hours.

10.5 Unauthorized Absence

- 1 An employee who is absent from duty without approval shall:
 - a. Receive no pay for the duration of the absence;
 - b. Be subject to disciplinary action, which may include dismissal.

- 2 It is recognized there may be extenuating circumstances for unauthorized absence and due consideration shall be given each case.
- 3 Failure of an employee to report for work at the expiration of an authorized leave or to request an extension of such leave shall be considered an absence without leave.

10.6 Types of Leave

The following types of leave, and no other, are officially established:

- 1 Annual leave (Section 10.7 - 10.12);
- 2 Sick leave (Section 10.13 - 10.21);
- 3 Extraordinary sick leave (Section 10.16);
- 4 Parental Leave (Section 10.23)
- 5 Leave for injury in line of duty (Section 10.24);
- 6 Bereavement leave (Section 10.25);
- 7 Compensatory leave (Section 10.26 - 10.28);
- 8 Military leave (Section 10.29);
- 9 Civil leave (Section 10.30);
- 10 Volunteer activity leave (Section 10.31);
- 11 Leave without pay (Section 10.32);
- 12 Education leave (Section 10.33);
- 13 Holiday leave (Section 10.34 - 10.35);
- 14 Administrative leave (Section 10.36);
- 15 Leave for inclement weather or other emergencies (Section 10.37).

10.7 Granting Annual Leave

Department heads or designees shall grant annual leave with pay in accordance with the following provisions:

- 1 Annual leave shall normally be granted unless a department head or designee specifically defers an employee's absence because of work requirements.
- 2 Annual leave shall not exceed the total amount credited to an employee at the beginning of the pay period in which the absence occurs.

10.8 Crediting of Annual Leave

Annual leave shall be credited as follows for merit employees and senior managers as designated in Chapter 4.

- 1 During pay periods in which a merit employee is in paid status for at least one hour, annual leave shall be credited according to scheduled hours. Incumbents in positions with 80 scheduled work hours per pay period will receive the following annual leave credits, based on length of service:
 - a. Less than three years of service receive four (4) hours;
 - b. Three (3) years but less than fifteen (15) years receive six (6) hours;
 - c. Fifteen (15) and greater years of service receive eight (8) hours.
- 2 Merit employees with scheduled hours other than 80 hours per pay period shall receive leave prorated according to total scheduled hours. Employees working in more than one merit position will accrue annual leave in all positions.
- 3 Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting annual leave.
- 4 Employees reemployed or reinstated within one calendar year of their separation in good standing should have their annual leave computed on the basis of total years of service. Revised leave computation dates shall be rounded to the nearest day.
- 5 Employees with less than ten (10) years of service may accumulate annual leave up to 240 hours. Employees with ten (10) or more years of service may accumulate annual leave up to 320 hours.
- 6 Annual leave in excess of the limits imposed by this section existing at the end of each calendar year shall be converted to sick leave.
- 7 Employees shall not receive dual compensation from the County for annual leave.
- 8 Employees designated as senior managers shall receive 208 hours (26 days) of annual leave at the beginning of each calendar year. Senior managers appointed after the start of a calendar year shall receive annual leave credit on a prorated basis for that year.

10.9 Debiting Annual Leave

Annual leave shall be debited as follows:

- 1 The amount of annual leave to be debited shall be computed on the basis of the exact number of days or hours an employee is scheduled to work in the period when leave is taken.
- 2 Annual leave shall be debited in no less than one-tenth hour units.
- 3 Overdrawn annual leave shall be debited in the following order: compensatory leave, leave without pay.

10.10 Transfer of Annual and Sick Leave

Annual or sick leave may be transferred from one employee to another employee in the following situations:

- 1 Annual or sick leave may be transferred from one employee to another when the employee-in-need has exhausted his/her sick leave and is facing an absence without pay due to his/her extended illness or that of an immediate family or household member as defined in Chapter 2, with the following provisions:
 - a. Annual or sick leave may be transferred to any County employee eligible to receive sick leave.
 - b. Employees transferring sick leave may not transfer more than 80 hours in any calendar year.
 - c. The employee transferring annual or sick leave relinquishes all rights to that leave. Annual or sick leave transferred under this policy cannot be recovered at a later date.
 - d. An employee may not transfer leave to his/her immediate supervisor or reviewing authority for performance evaluations.
 - e. Unused transferred leave may be transferred to another leave recipient or returned to the donor.
 - f. Transferred leave may be granted only to employees who have exhausted their sick leave balance and whose combined annual and compensatory leave balance does not exceed 80 hours (120 hours for 24-hour shift employees).
 - g. This policy does not preclude or in any way limit the right of an employee to apply for advanced or extraordinary sick leave under existing procedures.
 - h. Final approval of leave transfer requests rests with the department head or

designee.

- i. An employee who returns to work before using all received transferred leave may use the balance for subsequent treatment or recuperation from the ailment for which the leave was granted. This balance may be used for up to one year from the date transferred leave was approved.

-2 Annual leave may be transferred from one employee to another when the employee-in-need is a member of the National Guard or an organized military reserve of the United States who has volunteered or been ordered to active duty pursuant to an order by the President of the United States or a competent State authority. The transfer of annual leave under this Section is subject to the following conditions:

- a. Annual leave may be transferred to any merit County employee who is a member of the National Guard or an organized military reserve of the United States.
- b. The employee transferring annual leave relinquishes all rights to that leave. Annual leave transferred under this policy cannot be recovered at a later date. Once the leave has been used by the employee, it cannot be recovered.
- c. An employee may not transfer leave to his/her immediate supervisor or reviewing authority for performance evaluations.
- d. Transferred annual leave may only be used when the employee called to active military duty has reduced his/her accrued annual and compensatory leave to a combined balance no greater than 80 (120 hours for 24-hour shift employees) hours.
- e. Final approval of leave transfer requests rests with the department head or designee.

10.11 Effect of Transfers on Annual Leave Credits

A merit employee who transfers from one department to another shall have his/her total annual leave credits transferred to the new department.

10.12 Effect of Separation on Annual Leave Credits

Upon separation, an employee shall be paid for the unused portion of his/her accrued annual leave, except as modified by the rules governing resignation without sufficient notice.

10.13 Sick Leave Policy

Sick leave shall be used when an employee is incapacitated by sickness or injury; for childbirth, placement of a child for adoption or foster care; for medical, dental, or optical

diagnosis or treatment; for necessary care and attendance or death of a member of the employee's immediate family or household member, as defined in Chapter 2; exposure to a contagious disease when the attendance at duty jeopardizes the health of others. Sick leave for childbirth and adoption/foster care placement shall comply with the provisions in Section 10.22 of these Regulations.

10.14 Granting Ordinary Sick Leave

Department heads or designees shall grant sick leave with pay to merit employees in accordance with the following provisions:

- 1 Ordinary sick leave shall not exceed the total amount credited to an employee at the beginning of the pay period in which the absence occurs;
- 2 Leave without pay may be granted for sickness extending beyond the earned credit;
- 3 For merit employees' annual or compensatory leave credits may be used for sick leave.

10.15 Granting Advance Sick Leave

- 1 Advance sick leave, not to exceed 192 hours (288 hours for 24-hour shift employees), may be granted to merit employees qualified to earn ordinary sick leave in cases of serious disability or ailments of the employee, the spouse, minor or disabled child, parent or parent-in-law of an employee when it is to the advantage of the County to do so.
- 2 Advance sick leave may be granted to employees whose combined annual and compensatory leave balance does not exceed 80 hours.
- 3 Advance sick leave shall not normally be advanced to a merit employee qualified to earn ordinary sick leave during his/her first year of service with the County.
- 4 Advance sick leave shall not be approved retroactively to restore hours previously charged to the employee's annual or compensatory leave balance for an ailment or disability.
- 5 When a department head or designee believes that a request for advance sick leave is justified, a personnel action form shall be prepared with the following supporting documentation:
 - a. The circumstances and the need for such leave verified by a physician's statement;
 - b. The time and date when accrued sick leave will be exhausted;

- c. The number of hours of advance sick leave requested and date to which such leave will extend;
 - d. Probable return to duty and prospect for continued employment;
 - e. Recommendation of the department head or designee;
 - f. Statement notifying employee of the repayment requirement if advance sick leave is approved.
- 6 The Human Resources Director shall consider the information provided and make a recommendation to the County Executive.
 - 7 Advance sick leave shall be approved by the County Executive or his/her designee.
 - 8 Advance sick leave shall be charged to future accruals of sick leave. An employee may not use regular sick leave until the approved advance sick leave is repaid.
 - 9 An employee who returns to work before using all approved advance sick leave may use the balance for subsequent treatment or recuperation from the ailment for which the leave was granted. This balance may be used for up to one year from the date advance sick leave was first used.
 - 10 An employee returning to work before using all approved advance sick leave may request an adjustment to his/her leave record to eliminate or reduce the remaining approved advance sick leave.
 - 11 When an employee who receives advance sick leave leaves County service for any reason and the advance sick leave has not been repaid, the County will be financially reimbursed for the balance of sick leave remaining, except in the case of full disability or death.

10.16 Granting Extraordinary Sick Leave

- 1 When the above provisions do not adequately allow for the illness or injury of a merit employee qualified to earn sick leave, and when the department head or designee believes that it is to the advantage of the County to do so, he/she may request of the County Executive, through the Human Resources Director, that the employee be granted an extraordinary sick leave not to exceed 4 hours (6.0 hours for 24-hour shift employees) for each month of service.
- 2 Extraordinary sick leave shall be recorded on the employee's leave record but shall not be charged to future accrued leave of any kind.

10.17 Crediting Sick Leave

Sick leave shall be credited as follows for merit employees and senior managers as designated in Chapter 4.

- 1 During pay periods in which a merit employee is in paid status for at least one hour, sick leave shall be credit based on scheduled hours. Incumbents in positions with 80 scheduled work hours per pay period will receive a four (4) hour sick leave credit.
- 2 Merit employees with scheduled hours other than 80 shall receive sick leave prorated accordingly. Employees holding multiple merit positions are eligible to accrue sick leave on scheduled hours in all positions.
- 3 Unused sick leave may be accumulated without limit.
- 4 Employees, when separated in good standing and reemployed or reinstated within one calendar year of separation, shall have their unused sick leave reinstated.
- 5 Senior managers shall receive 104 hours (13 days) of sick leave at the beginning of each calendar year. Sick leave balances granted senior managers appointed after the start of a calendar year shall be prorated accordingly.
- 6 Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting sick leave.

10.18 Debiting Sick Leave

Sick leave shall be debited as follows:

- 1 The amount of sick leave to be debited shall be computed on the basis of the exact number of days or hours an employee is scheduled to work in the period when leave is taken.
- 2 Sick leave shall be debited in no less than one-tenth hour units.
- 3 Overdrawn sick leave shall be debited in the following order: annual leave, compensatory leave, and leave without pay.

10.19 Effect of Transfer on Sick Leave Credits

A merit employee who transfers from one department to another shall have his/her total sick leave credits transferred to the new department.

10.20 Effect of Separation on Sick Leave Credits

1. Sick leave credits shall not be paid to an employee upon separation.
2. Upon application for retirement, an employee's sick leave credits can be applied towards membership service credit at the rate of one month of credit for each 172 hours of accrued unused sick leave, and prorated for any fraction of this amount.
3. Employees who are participants in the Deferred Retirement Option Plan may apply all sick leave credits towards membership service credit for retirement, or retain 40 hours as an initial sick leave balance, while the remaining sick leave credits are applied towards membership service credit for retirement.

10.21 Other Factors Relative to Sick Leave

- 1 Reporting of sickness.
Employees who are absent from duty for reasons which entitle them to sick leave shall notify their respective supervisors within the time frame established by the Department unless physically unable to do so. Upon return to work, the employee shall submit immediately to his/her supervisor an authorization for leave form.
- 2 Medical certificate.
A department head or designee may require a medical statement for sick leave when it occurs before or after a holiday or other scheduled day off, or when it is in excess of two workdays. When an employee has a record of repetitious usage of short amounts of sick leave over an extended period a department head or designee may require a medical certificate for each day of sick leave taken. Employees shall be provided advance notice that a medical certificate will be required for future absences.
- 3 The department head or designee may require an employee returning from sick leave to take a medical examination, or, with the concurrence of the Human Resources Director, on such other occasions that he/she deems it in the best interest of the County. The medical examination shall be given by a medical doctor designated by the Human Resources Director or his designee.
- 4 Investigation of sickness. A department head or designee may investigate the alleged illness of an employee absent on sick leave.
- 5 False or fraudulent use of sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.
- 6 An employee on annual leave who presents a medical certificate giving the dates of illness may have that portion of his/her annual leave converted to sick leave.

- 7 Conversion of sick leave. Conversion of sick leave to annual leave shall not be permitted.
- 8 State worker's compensation insurance. An employee, who is eligible to receive state worker's compensation payments beyond the year of injury leave, may elect to use accumulated sick leave and/or annual leave. The use of such leave will be coordinated with worker's compensation payments so that the total amount received from both sources does not exceed the employee's full wage or salary until such sick and/or annual leave is depleted or until the employee returns to work.

Leave hours used will be calculated only on that portion of total compensation over the workers' compensation payment. While using sick and/or annual leave the employee will continue accruing sick and annual leave.

10.22 Family and Medical Leave

Eligible employees, as defined by the implementing regulations of the Family and Medical Leave Act, may take job-protected, unpaid leave, or substitute appropriate paid leave, for up to a total of 12 workweeks in any 12 months for the birth of a child, for the placement of child for adoption or foster care, because the employee is needed to care for a family member (child, spouse, parent or parent-in-law) with a serious health condition, because the employee's own serious health condition makes the employee unable to perform the functions of his or her job, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, parent or parent-in-law is a covered military member on covered active duty. In addition, eligible employees may take job-protected, unpaid leave or substitute appropriate paid leave for up to a total of 26 workweeks in a single 12-month period to care for a covered service member with a covered serious injury or illness. The terms "covered military member," "covered active duty," and "covered serious injury or illness" shall be defined as set forth in the Family and Medical Leave Act as amended.

Family and medical leave consists of any combination of sick leave, annual leave, compensatory leave, and leave without pay. Sick leave used for the purpose of family or medical leave must conform to the requirements in Section 10.13. If parental leave (Section 10.22) is taken for the birth, adoption, or foster care placement of a child, the leave must be applied towards the employee's Family and Medical Leave entitlement if applicable.

- 1 Family and medical leave shall be granted to any merit employee for a period of up to twelve work weeks over a twelve-month period. The twelve-month period during which family leave may be taken for the birth of or placement of a child shall expire at the end of the twelve-month period beginning on the date of birth or placement. Service member caregiver leave is granted for up to 26 workweeks during a single 12-month period on a per-covered service member and per-injury/illness basis. Work week is defined as the hours an employee is regularly scheduled to work in a seven (7) consecutive day period.

- 2 The twelve-month period for family and medical leave usage shall commence with the first use of family or medical leave. The single twelve-month period for service member caregiver leave shall commence with the first day the eligible employee takes service member caregiver leave and ends 12 months after that date regardless of the 12-month period established for prior FMLA qualifying events.
- 3 Requests for leave beyond 12/26 work weeks are subject to regular leave policies with approval determined by the department head or designee.
- 4 Requests for family and medical leave must be made in writing and submitted 30 calendar days in advance whenever the necessity for such leave is foreseeable.
- 5 The mother may take six (6) weeks of sick leave immediately following the birth of her child. Use of additional sick leave requires medical certification. The father may take four (4) weeks of sick leave immediately following the birth of his child. Use of additional sick leave requires medical certification.
- 6 Mothers and/or fathers may take four (4) weeks of sick leave immediately following placement of a child for adoption or foster care. Use of additional sick leave requires medical certification.
- 7 Family leave to include exigency leave may be taken on an intermittent or reduced schedule basis with the approval of the department head or designee. Medical leave may be taken on an intermittent or reduced schedule basis if certified as necessary by the health provider.
- 8 At the request of the department head or designee, the employee shall provide certification from a health care provider in connection with a request for medical leave. Additionally, an employee may be required to provide medical documentation concerning the continuing necessity for medical leave and in connection with any issue concerning his/her ability to return to work at the expiration of medical leave.
- 9 At the request of the department head or designee, the employee shall provide certification of a qualifying exigency in connection with a request for exigency leave.
- 10 At the discretion of the department head or designee, an employee requesting family leave for the birth or adoption of a child may be required to use accrued annual or sick leave prior to use of leave without pay. Employees requesting family or medical leave for all other reasons may be required to use accrued sick, and/or annual leave prior to use of leave without pay.
- 11 During the leave period, the County will provide coverage under the health insurance plan which the employee had selected prior to going on leave at the level and

under the conditions coverage would have been provided if the employee had not gone on leave.

- 12 If the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition for him or herself, children, spouse, parents, parents-in-law, or injured family service member or other circumstances beyond the control of the employee, the County may recover the employer's contribution to the health insurance premium paid during any period of unpaid leave.
- 13 No employee shall be prevented from returning to work prior to the expiration of the 12/26 week period.
- 14 Employees shall return to the position vacated or, with the approval of the Human Resources Director, to another position in the same class.
- 15 Employees who do not plan to return to work should notify their department no later than at the expiration of the leave. Failure to return to work without giving notice at the expiration of the leave without good cause may result in an unsatisfactory service separation.
- 16 This regulation shall be construed as to ensure compliance with the minimum requirements of the Family and Medical Leave Act of 1993.

10.23 Parental Leave

Paid leave granted for the birth, adoption, or foster care placement of a child. Merit employees are provided 80 hours per qualifying event (120 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall have parental leave pro-rated on the basis of scheduled hours. The parental leave must be applied towards the employee's Family and Medical Leave entitlement if applicable. If an employee has already exhausted that entitlement for the qualifying period, the mother or father is still eligible to take the 80 hours of parental leave (120 hours for full time 24-hour shift fire protection employees).

Mothers and/or fathers are entitled to take up to 80 hours of paid parental leave (120 hours for full time 24-hour shift fire protection employees) up to 12 months immediately following the birth, adoption, or foster care placement of a child. Such time will run concurrently with Family Medical Leave (FML) to the extent that FML is available to the employee. In some instances when deemed medically necessary, parental leave may be taken prior to the birth. If an employee has already exhausted FML for the qualifying period, the mother or father is still eligible to take the 80 hours of parental leave.

10.24 Leave for Injury in Line of Duty

- a) -1 A merit employee who is injured while performing the duties of

his/her position, without fault or negligence on his/her part, and who is accepted as compensable under the Virginia Worker's Compensation Act, shall be granted injury leave with pay, as approved by the County Executive or his/her designee. Such eligibility for injury leave with pay begins on the first day of injury and shall expire not later than twelve calendar months from the original injury date. Reinjuries do not extend the period of eligibility for injury leave. Such leave requires a medical certificate from an approved licensed physician authorized by the County to treat worker's compensation claims. This certificate must set forth the nature and extent of the injury and the probable period of disability.

- 2 Extensions of injury leave beyond twelve calendar months may be granted by the department head or designee. In no case shall the employee be granted injury leave in excess of 2080 (2912 for 24-hour shift fire protection employees) total hours. In evaluating such requests, the following elements shall be considered:
 - a. The circumstances in which the injury occurred to include consideration of the nature and extent of the injury;
 - b. The nature and extent of treatment providing that the employee has continued under the regular care of the authorized physician requiring an office visit at minimum intervals of at least once every three months; and providing that the medical records clearly substantiate a relationship between the current prescribed treatment and the original injury;
 - c. The likelihood of the employee's return to duty;
 - d. The employee's past injury, leave and service record;
 - e. The employee's compliance with injury leave policies and requirements.
- 3 When possible, employees who have been injured but are not totally disabled, will be placed in temporary assignments without loss of pay with duties that fall within the medical restrictions prescribed by the treating physician.
- 4 When injury leave is used other leave benefits shall not accrue.
- 5 An employee on injury leave is expected to follow medical procedures and complete necessary forms/reports so as to ensure that worker's compensation payment will be credited to the appropriate account.
- 6 An employee on injury leave is specifically prohibited from engaging in activities that may impair his/her recovery. This includes:
 - a. Engaging in strenuous recreational or other physical activities without the approval of the authorized physician.

- b. Being employed or self-employed to perform work of any kind without the prior written approval of the authorized physician and the Human Resources Director.

- 7 An employee on injury leave is not required to remain at home, but is required to be available for contact by his/her supervisor and to notify the supervisor of any change of residence during authorized absence.
- 8 Failure of an employee on injury leave to follow prescribed procedures or to accept appropriate medical treatment, vocational rehabilitation, or medically appropriate temporary assignments, may result in disallowal of full salary continuation and reversion to straight worker's compensation wages, if eligible, for the time period of noncompliance, with the employee being liable for repayment of the monetary differential.

10.25 Bereavement Leave

Bereavement leave may be used to cover an absence resulting from the death of an employee's extended family or household member, as defined in Chapter 2. Department heads or designees shall grant bereavement leave with pay to merit employees in accordance with the following provisions:

- 1 Full time merit employees shall be eligible to use up to 16 hours of bereavement leave per calendar year (24 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall be eligible for bereavement leave on a pro-rated basis.
- 2 Bereavement leave may not be carried over from one calendar year to the next.
- 3 The amount of bereavement leave to be debited shall be computed on the basis of the exact number of hours an employee is scheduled to work in the period when the leave is taken.
- 4 Bereavement leave shall be debited in no less than one-tenth hour units.
- 5 Sick leave may be granted for absences extending beyond bereavement leave eligibility in accordance with the sick leave provisions herein.

10.26 Compensatory Leave

- 1 Compensatory leave shall be credited to an employee as provided for in the rules governing overtime. Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting compensatory leave.
- 2 Compensatory time for overtime worked shall be granted at the discretion of the employee at

a time convenient to and approved by the department head or designee.

- 3 Overdrawn compensatory leave shall be debited in the following order: annual leave, leave without pay.

10.27 Effect of Transfers on Compensatory Leave

An employee who transfers from one department to another shall have his/her compensatory leave transferred to the new department.

10.28 Effect of Separation on Compensatory Leave

An employee who is separated from service may only be paid for any accrued overtime for which he/she has not been granted compensatory leave in accordance with the provisions of section 4.15-4.

10.29 Military Leave

- 1 A merit employee who is a member of the National Guard or an organized military reserve of the United States, or is a former member of the Armed Services and has been reactivated by a competent authority shall be allowed military leave under the following circumstances:
 - a. Leaves of absence with pay not to exceed fifteen workdays during any one federal fiscal year (October 1 - September 30) to attend federally funded military duty, including duty for training. For the purposes of this section, one 24-hour shift workday shall equate to two military leave workdays. The employee shall report to work in accordance with the following schedule:
 - 1. If the period of service is less than 31 days, the employee must report back to work not later than the beginning of the next regularly scheduled workday after the military duty, including travel time and an 8-hour rest period, is completed.
 - 2. If the period of service is more than 30 days but less than 181 days, the employee must report back to work not later than 14 calendar days after completing service.
 - 3. If the period of service is more than 180 days, the employee must report back to work not later than 90 days after completing service.
 - 4. If the employee is hospitalized or convalescing from an injury or illness incurred during the period of service, then the time for the employee to report back to work will be extended.
 - b. Leaves of absence without pay for training not covered above. The employee shall report to work the next regularly scheduled workday after the training period, including travel time and an 8-hour rest period, is completed.

- 2 A merit employee who is a member of the Virginia National Guard and who is called to emergency duty by the Governor to combat floods, riots, winter storms, hurricanes, or other disasters shall be allowed military leave with pay for each day of such service. A merit employee who is a member of any National Guard organization other than the State of Virginia and who is called to emergency duty by the competent authority of that state may elect to be placed on military leave without pay for each day of such service.
- 3 The employee shall notify his/her supervisor as far in advance as possible when taking military leave. The employee's notice may be either verbal or written. A copy of military orders may be requested, but cannot be required. Failure to notify the County in advance shall not deprive the employee of rights and benefits.
- 4 An employee who leaves the County service in order to join the military forces of the United States or who is inducted into such service has resigned and is not considered to be on military leave. (Section 9.2-5).
- 5 In the event of any conflict between County regulations and federal or state law, the latter shall take precedence.

10.30 Civil Leave

A merit employee shall be given time off without loss of pay when performing jury duty, when subpoenaed or requested to appear before a court, public body or commission except when the employee is a party to the suit, when performing emergency civilian duty in connection with national defense, or for the purpose of voting. Leave for the purpose of voting shall only be granted when the employee's work schedule prohibits voting before or after duty hours or through absentee balloting.

10.31 Volunteer Activity Leave

Volunteer activity leave may be used to participate in volunteer activities and initiatives to support the neighborhoods in which employees live and work to include educational and charitable institutions, religious/faith-based, and community service entities. Department heads or designees shall grant volunteer activity leave with pay to merit employees in accordance with the following provisions:

- 1 Full time merit employees shall be eligible to use up to 16 hours of volunteer activity leave per calendar year (24 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall be eligible for voluntary activity leave on a pro-rated basis.
- 2 Voluntary activity leave may not be carried over from one calendar year to the next.

-3 The amount of voluntary activity leave to be debited shall be computed on the basis of the exact number of hours an employee is scheduled to work in the period when the leave is taken.

-4 Voluntary activity leave shall be debited in no less than one-tenth hour units.

10.32 Leave Without Pay

A department head or designee may grant a merit employee a leave without pay for a period not to exceed one year, subject to the following conditions:

-1 Leave without pay shall be granted only when it is in the interests of the County to do so. The interests of the employee shall be considered when he/she has shown by his/her record to be of more than average value to the County and when it is desirable to return the employee even at some sacrifice.

-2 At the expiration of a leave without pay, the employee shall be reinstated in the position he/she vacated or in any other vacant position in the same class.

-3 The employee does not earn leave while on leave without pay.

-4 Failure on the part of the employee to report promptly at the expiration of a leave without pay may be cause for dismissal.

10.33 Education Leave

A merit employee engaged in professional or technical work may be granted a leave of absence with full or partial pay for enrollment in a special institute or course of study of direct benefit to the County service, at the discretion of the department head or designee.

Such leave may be granted on the assumption that the employee will remain with the County service for a reasonable period to be recommended by the department head or designee, upon completion of the institute or course of study.

10.34 Holiday Leave

-1 The following holidays are observed by the County and shall be granted to merit employees with pay, unless such employees are required to be on scheduled duty.

a. New Year's Day (January 1);

b. Martin Luther King, Jr.'s Birthday (Third Monday in January);

c. George Washington's Birthday – Presidents' Day (Third Monday in February);

Commented [AJ1]: 10.34-c Added George and – Presidents' Day to Washington's Birthday (Third Monday in February).

- d. Memorial Day (Last Monday in May);
- e. Independence Day (July 4);
- f. Labor Day (First Monday in September);
- g. Columbus Day (Second Monday in October);
- h. Veteran's Day;
- j. Thanksgiving Day (Fourth Thursday in November);
- k. Fall Holiday (Friday after Thanksgiving);
- l. Christmas Eve (One-half day on December 24);
- m. Christmas Day (December 25);
- n. Inauguration Day (January 20, every fourth year) when it falls on a business day, Monday through Friday.

-2 The County Executive may also set aside other days as holidays.

10.35 Granting Holiday Leave

The granting of holidays observed by the County shall be subject to the following provisions:

- 1 Holidays on a weekend.
When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- 2 Holiday on scheduled workday
 - a. Holiday on scheduled workday; employee works. Employees who are required to work on a holiday (actual or County observed) shall be compensated for the time worked in accordance with the rules governing hours and overtime. Holiday compensation will be provided on an hour for hour basis for an employee's regular scheduled hours not to include overtime hours. If an employee who would not normally work the holiday, is scheduled to work to meet staffing or other operational needs, the employee is entitled to receive holiday compensation for hours worked not to exceed the number of his/her regularly scheduled hours.
 - b. Holiday on scheduled workday; employee does not work. Employees who are required to work on a holiday (actual or County observed)_but do not work, shall be

compensated as follows. Holiday compensation will be provided on an hour for hour basis up to the number of regularly scheduled hours for that day.

- 3 Holiday on scheduled day off. Within the policy established in the section on holiday leave, whenever one of the designated holidays falls on an employee's scheduled day off, the employee shall be granted either holiday pay or holiday compensatory time in accordance with the rules governing hours and overtime. To receive holiday compensation on an actual holiday, an employee must be directed by his/her supervisor to work due to staff shortage or other operational necessity.
- 4 Holidays for merit part-time employees. Part-time merit employees shall be granted holiday time off with pay on a pro-rated basis regardless of the number of hours scheduled on the day a holiday falls computed at the rate of one-tenth of an hour times the employees bi-weekly scheduled hours.
- 5 Holidays during paid leave. A holiday falling within a period of paid leave shall not be counted as a workday in computing the amount of leave debited.
- 6 Holiday during unpaid leave. When a holiday falls within a period of leave without pay, the employee shall be granted either holiday pay or holiday compensatory time in accordance with the rules governing hours and overtime.
- 7 Appointment on a holiday. The appointment of a merit employee shall not be affected on a holiday except when the employee works that day.

10.36 Administrative Leave

- 1 Administrative leave shall be any paid leave authorized by the County Executive, which is not otherwise classified by these Regulations.
- 2 Administrative leave will normally¹ be granted to any full-time or part-time employee by an appointing authority or the County Executive for any of the following reasons:
 - a. Where an employee is required to appear before a public body, public agency, board or commission during normal working hours on matters relating to County business.
 - b. For the attendance in an official capacity during normal working hours as a representative of the County at meetings, symposiums, conferences, conventions or hearings.
 - c. During the investigation of an alleged improper act by an employee which may result in formal disciplinary actions and/or when the retention of the employee on

¹ Exceptions to be justified and made a matter of record.

an active duty status may be detrimental to the interests of the County or injurious to the employee, his/her fellow workers or the general public, Administrative Leave for this purpose will not exceed ten business days without prior approval of the County Executive. A memorandum to the Human Resources Director will be submitted by the department head or designee giving details of the Administrative Leave for all situations covered by this paragraph. In lieu of the use of Administrative Leave for situations of this type, a department head or designee may temporarily assign the employee to other duties.

- d. For participation in the blood donor program for which purpose up to four hours may be granted, at the discretion of department head or designee, for each recuperative purpose.
 - e. For the purpose of undergoing a medical examination as may be required by the employee's department head or designee.
 - f. To recognize long term service to general county employees who earn length of service awards of 20, 25, 30, 35, 40 and 45 years or more shall be eligible for two days of administrative leave (24 hours for 24-hour shift firefighters) in the year after they have qualified for the length of service award.
 - g. To recognize outstanding performance such as Outstanding Performance Awards or Team Excellence Awards. The number of hours received for Outstanding Performance Awards or Team Excellence Awards shall be equal to one day of administrative leave (12 hours for 24-hour shift firefighters).
 - h. For officers of the Employees Advisory Council and employee organizations, who participate in payroll dues deduction to attend conventions and training related to employee relations. Administrative Leave for this purpose shall not exceed 30 workdays (240-hours) per year per employee organization. In the accrual of hours toward the 240-hour limit, one 24-hour shift shall equate to 16 hours of administrative leave. Employees must submit such leave requests as far in advance as possible and provide written verification upon return to duty of attendance at the convention or employee relations training. Respective employee group leaders are accountable for monitoring and ensuring compliance with this policy.
 - i. When a non-Office of Elections employee volunteers to work for *Fairfax County's* Office of Elections on an election day or completes training for election volunteer workers.
- 3 In addition to the provisions of paragraph -2 above, Administrative Leave may be granted to any full-time or part-time employee by the County Executive or his/her designee for any of the following reasons:
- a. Breakdown of essential facility services such as heating, air conditioning, or

water or other problems wherein facilities must be closed and employees released early from work or not required to report to work.

- b. Breakdowns of equipment making it impossible to accomplish assigned tasks.

10.37 Leave for Inclement Weather or Other Emergency

- 1 When extreme inclement weather or other emergencies occur, the County Executive or his/her designee shall have the option to declare one of the following types of leave:
 - a. Unscheduled Leave - may be declared by the County Executive or his/her designee when it is deemed advisable to provide employees flexibility regarding reporting to work due to inclement weather or other emergency. Unscheduled leave authorizes all employees, except those designated as emergency service personnel, to use their own leave to remain home from work or to leave work early without obtaining prior approval from their supervisor. Employees, however, must notify their supervisors if they opt to stay home on unscheduled leave. Employees may only use annual leave, compensatory leave, or leave without pay for this purpose. Such leave is authorized only for the period of time designated by the County Executive or his/her designee.
 - b. Emergency Administrative Leave - may be declared by the County Executive or his/her designee when it is determined necessary to close the general County government due to extreme inclement weather or other emergency. Emergency administrative leave authorizes all merit County employees, except those designated as emergency service personnel, to remain home from work or to leave work early without prior approval of the supervisor and without the use of personal leave or leave without pay. Such leave shall be limited to the time periods designated by the County Executive or his/her designee. Employees required to work during a period of such emergency administrative leave shall receive extra compensation in accordance with provisions contained in Chapter 4.
- 2 When leave for inclement weather or other emergency is declared, emergency service personnel must report to work. Emergency service personnel are those employees, designated by the department head or designee, who due to the nature of the emergency, which has occurred, must report to work to ensure that public health and safety needs or critical departmental requirements are met.



County of Fairfax, Virginia

MEMORANDUM

DATE: January 14, 2020

TO: Catherine Spage, Director
Department of Human Resources

FROM: Nicole Rawlings, Executive Director
Civil Service Commission *Nicole Rawlings*

SUBJECT: Public Hearing on Proposed Revisions to Chapters 4 and 10 of the Fairfax County Personnel Regulations

Following an advertised public hearing held on January 13, 2020, the Civil Service Commission considered proposed revisions to Chapters 4 and 10 of the Fairfax County Personnel Regulations. Members of the Commission present at the public hearing included: Broderick Dunn, Jason Fong, Thomas Garnett, John Harris, Lee Helfrich, Herb Kemp, Patrick Morrison, Nancy Rice, John Townes and Deborah Woolen.

Diane Roteman, Employee Relations Division Director, Department of Human Resources (DHR) gave an overview of the proposed changes for each chapter.

No one requested to speak in advance of or during the public hearing. Three (3) representatives from employee groups, one (1) employee/member of the public and two (2) additional DHR staff members also attended the public hearing.

Ms. Roteman explained that DHR routinely requests updates to align the Personnel Regulations with changes in law, policy, classifications or other reasons.

Chapter 4

The proposed changes to Chapter 4 remove the language referencing the Animal Protection Police Officer II proficiency pay in Section 4.13. The newly established Animal Protection Police Officer III classification eliminates the need for the current provisions. Proposed changes also include renumbering the Chapter accordingly.

Chapter 10

The proposed changes to Chapter 10 change the reference from Washington's Birthday (Third Monday in February) to George Washington's Birthday – Presidents' Day in Section 10.34-1.c.

The members of the Civil Service Commission present voted unanimously to recommend that the Board of Supervisors approve the proposed changes as drafted and advertised for Chapters 4 and 10.

Civil Service Commission
12000 Government Center Parkway, Suite 258
Fairfax, Virginia 22035
Phone 703-324-2930 Fax 703-653-9431
www.fairfaxcounty.gov

If the Commission can be of further assistance in clarifying these proposed changes, please let me know.

cc: Board of Supervisors
Commissioners, Civil Service Commission
Bryan J. Hill, County Executive
Karen Gibbons, Deputy County Attorney
Vicki Kammerude, Chair, EAC
Ron Kuley, President, Local 2068
Joseph Abbate, President, Fairfax Deputy Sheriff's Union, SEIU
Brad Carruthers, President, Fraternal Order of Police, Lodge 77
Sean Corcoran, IUPA, Local 5000
Tammie Wondong, President, FCEGU, SEIU
Kirt Cleveland, Fairfax Workers Coalition
Brenda C. Zwack, Esq., AFSCME Local 3001
Karen Conchar, SEIU 512

ACTION - 3

Authorization to Sign a Standard Project Agreement (SPA) for Distribution of I-395/I-95 Toll Revenues to Multi-Modal Projects in the I-395/I-95 Corridor (Lee, Mason, Mount Vernon and Springfield Districts)

ISSUE:

Board approval of a resolution (Attachment 1) authorizing the Director of the Fairfax County Department of Transportation (FCDOT) to execute the attached SPA (Attachment 2) between Fairfax County and the Northern Virginia Transportation Commission (NVTC) and the Potomac Rappahannock Transportation Commission (PRTC) for bus service in the I-395 corridor.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing the Director of FCDOT to sign the SPA, substantially in the form of Attachment 2, between the County and the Commissions for distribution of \$3,540,903 million in I-395 toll revenues. These funds will be allocated by NVTC and PRTC to Fairfax County for the new Fairfax Connector Route 396. The new route will provide rush-hour express service from the Gambrill and Backlick North Park-and-Ride Lots to the Pentagon, with complementary bicycle and pedestrian improvements at the lots.

TIMING:

Board action is requested on February 11, 2020, so that NVTC can begin distributing the funding.

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. This project converted the two existing High Occupancy Vehicle (HOV) lanes to express lanes, and added a third lane, 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 with the commencement of tolling through the life of the 70-year agreement. Now that the project is completed, vehicles with three or more people are 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

Board Agenda Item
February 11, 2020

the express lanes or use the general lanes. Construction began in August 2017, and the newly extended lanes opened on November 17, 2019. The entire project is scheduled to be completed in Summer 2020.

A Memorandum of Agreement among the Commonwealth Transportation Board (CTB), VDOT, Department of Rail and Public Transportation (DRPT), and the Commissions provides a general structure for the program. Through the agreement, the Commonwealth will provide \$15 million/year plus escalation to the Commissions to administer a program that funds multi-modal projects along the I-395/I-95 Express Lanes corridor. The agreement includes the opportunity for the Commissions to mutually agree on a joint approach for selecting projects, subject to the approval by the CTB.

In January 2019, the Commissions entered into a separate agreement (Attachment 3) 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 MOA allows for the ATI funds to be administered jointly, reducing program administration costs and facilitating greater regional cooperation in the selection of projects. The MOA also establishes a new Commuter Choice program that serves commuters along the I-395/I-95 corridor. The first annual transit payment of \$15 million from the Commonwealth was made available to the Commissions at the commencement of tolling on the I-395 Express Lanes on November 17, 2019.

On April 4, 2019, NVTC approved the inaugural I-395/I-95 Commuter Choice 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 were due on May 15, 2019.

On May 7, 2019, the Fairfax County Board of Supervisors approved a resolution endorsing two multi-modal transportation projects for submission to NVTC's I-395/I-95 Commuter Choice Program for FY 2020 funding and authorized the Director of the Department of Transportation to sign and submit the following applications.

1. New Service: Bus Route 395/396 express from Backlick Road North Park-and-Ride Lot to the Pentagon Metrorail Station, with complementary bicycle and pedestrian improvements. The new service will replace the service currently provided by Route 395.
2. Expansion of Bus Route 393/394 from Backlick North Park-and-Ride and Saratoga Park-and-Ride Lot to the Pentagon Metrorail Station, with complementary bicycle and pedestrian improvements. The expansion will add morning and afternoon trips on express Routes 393 and 394.

Board Agenda Item
February 11, 2020

The FY 2020 I-395/I-95 Commuter Choice Program followed the selection process prescribed in the agreement between the Commissions, whereby eligible projects were evaluated, prioritized, selected, and then submitted to the CTB for approval. On October 17, the CTB approved the I-395/95 Commuter Choice Inaugural Program of projects, which included, the new 396 express route to the Pentagon, with Gambrell and Backlick North Park-and-Ride Lot improvements. The project supports additional service, the purchase of four buses, and the installation of secure bicycle parking and wayfinding improvements at the park-and-ride lots.

Following action by the Board of Supervisors, the parties will execute the SPA, and NVTC can begin distributing the funding.

FISCAL IMPACT:

Once the SPA is approved, \$3,540,903 will be available in the I-395 Commuter Choice Program in Fund 40000, County Transit Systems. The General Fund will not be impacted by the approval or denial of these funds.

ENCLOSED ATTACHMENTS:

Attachment 1 - Resolution authorizing the Director of the Department of Transportation to execute the attached Standard Project Agreement between Fairfax County and the Commissions

Attachment 2 – Standard Project Agreement for I-395/I-95 Project, Annual Transit Investment Funding of Projects and Administration

Attachment 3 – Agreement between NVTC and PRTC for Distribution and Allocation of I-395 Annual Transit Investment Funds

Attachment 4 – Map: New Commuter Bus Route 396

STAFF:

Rachel Flynn, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Joe LaHait, Debt Manager, Department of Management and Budget

Dwayne Pelfrey, Chief, Transit Services Division, FCDOT

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

Chris Wells, Program Manager, FCDOT

Nicole Wynands, Bike Program Manager, FCDOT

Noelle Dominguez, Chief Coordination Section, FCDOT

Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, February 11, 2020, at which a quorum was present and voting, the following Resolution was adopted.

WHEREAS, On May 7, 2019, the Fairfax County Board of Supervisors approved a resolution endorsing two multi-modal transportation projects for submission to NVTC's I-395/I-95 Commuter Choice Program for FY 2020 funding and authorized the Director of the Department of Transportation to sign and submit the following applications:

1. New Service: Bus Route 395/396 express from Backlick Road North Park-and-Ride Lot to the Pentagon Metrorail Station, with complementary bicycle and pedestrian improvements. The new service will replace the service currently provided by Route 395.
2. Expansion of Bus Route 393/394 from Backlick North Park-and-Ride Lot and Saratoga Park-and-Ride Lot to the Pentagon Metrorail Station, with complementary bicycle and pedestrian improvements. The expansion will add morning and afternoon trips on express Routes 393 and 394.

WHEREAS, On October 17, the CTB approved the I-395/95 Commuter Choice Inaugural Program of projects, which included, the new 396 express route to the Pentagon, with Gambrill and Backlick North Park-and-Ride Lot improvements. The project supports additional service, the purchase of four buses, and the installation of secure bicycle parking and wayfinding improvements at the park and ride lots.

WHEREAS, NVTC developed the Standard Project Agreement (SPA), in consultation with the Potomac and Rappahannock Transportation Commission, to govern the terms of the toll revenue transfers and ensure that the requirements of the I-395 Memorandum of Agreement for Distribution and Allocation of the I-395 Annual Transit Investment Funds are met.

WHEREAS, the SPA for this project, must be executed by the County and NVTC before distributions of toll revenues occur.

NOW, THEREFORE, BE IT RESOLVED, that the Director of the Department of Transportation is authorized to execute the Standard Project Agreement with the Northern Virginia Transportation Commission for the County Project.

This Resolution shall take effect immediately.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**Standard Project Agreement for the I-95/I-395 Project,
Annual Transit Investment Funding of Projects and Administration
Between the Northern Virginia Transportation Commission,
the Potomac and Rappahannock Transportation Commission, and
Fairfax County**

Commission Project Number: **059-31-20**

Commission Project Name: **New Bus Service to the Pentagon with Gambrill and Backlick North Park and Ride Lot Improvements**

This Standard Project Agreement for the I-95/I-395 Project, Annual Transit Investment Funding of Projects and Administration (“Agreement”) is made and executed in duplicate on this___ day of _____, 20__, by and between the Northern Virginia Transportation Commission (“NVTC”) on behalf of itself and the Potomac and Rappahannock Transportation Commission (“PRTC”), (collectively the “Commissions”) and Fairfax County (“Recipient Entity”).

WITNESSETH

WHEREAS, NVTC and PRTC are political subdivisions of the Commonwealth of Virginia created in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and are authorized to enter into this Agreement by the provisions of §§ 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, on December 20, 2017, NVTC and PRTC entered into a Memorandum of Agreement regarding the annual transit investment (“ATI”) from the 395 HOT Lanes (“MOA”), with the Commonwealth Transportation Board (“CTB”), the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”), as such MOA may be amended from time to time, which MOA delegated to NVTC and PRTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“ATI-Funded Projects” as used in the MOA and, for purposes of this Agreement, “Projects”) in the stretch of Interstates 95 and 395 along which 95 Express Lanes, LLC (the “Concessionaire”) operates and maintains high-occupancy toll lanes (“HOT Lanes”), including Route 1, Virginia Railway Express, and other adjacent and nearby routes (the “Corridor”), which Projects are designed to attain the Improvement Goals defined in the MOA, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new,

diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the users of the Corridor toll paying users of the I-95/I-395 Project;

WHEREAS, the MOA provides for the transfer to and use by NVTC and PRTC of the ATI funds for the implementation of Projects selected by NVTC and PRTC and approved by the CTB, as well as operating costs related to Projects, and NVTC and PRTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, NVTC and PRTC have entered into an Agreement for Distribution and Allocation of I-395 ATI Funds dated January 28, 2019, under which NVTC shall serve on behalf of the Commissions as the recipient and administrator of all ATI funds disbursed to them, including administration of this Agreement on behalf of the Commissions;

WHEREAS, based on information provided by Recipient Entity in response to the Commissions' call for Projects, NVTC and PRTC have determined that the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.C.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of the ATI funds to fund such Project;

WHEREAS, the ATI funds described in Appendix B to be provided by NVTC on behalf of the Commissions have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC and PRTC agree that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, the parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, PRTC has authorized NVTC to approve execution of Standard Project Agreements on behalf of the Commissions, providing for NVTC's distribution of ATI funds to individual Recipient Entities for Projects that have been approved by the Commissions and the CTB; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective

behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

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

A. Recipient Entity's Obligations

Recipient Entity shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the ATI funds to the cost of the Project within two (2) fiscal years and to expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by the Commissions and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify the Commissions in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided by the Commissions for the Project unless otherwise approved by the Commissions, and the CTB as necessary, and set forth in an amendment to this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the ATI funds specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with ATI funds. For transit, bikeshare and other operations projects

that generate fare revenues, the Recipient Entity shall deduct fare revenues received from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project, as approved, contains “multiple phases” (as such “multiple phases” are defined for the Project on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B), NVTC may not provide ATI funds to Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Project to the next phase using ATI funds, Recipient Entity shall submit a written request to NVTC’s Executive Director explaining the need for NVTC’s funding of an advanced phase. NVTC’s Executive Director, in consultation with the PRTC Executive Director, will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC’s current and projected cash flow position, and the NVTC and PRTC Executive Directors will make a recommendation to NVTC and PRTC whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTC for having advance funded a future phase of the Project. However, Recipient Entity further recognizes that NVTC’s reimbursement to Recipient Entity for having advance funded a Project phase will be dependent upon NVTC’s cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.
6. Acknowledge that NVTC’s Executive Director will periodically update NVTC’s cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC’s standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within twenty (20) business days upon receipt by NVTC. Approved payments will be

made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within the Commissions' sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that the Commissions will do so only in accordance with the Commissions' approved Project selection process and upon formal action and approval by NVTC and PRTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if the Commissions and the CTB approve funding of any additional Project costs for the Project under this Paragraph.
9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.
10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.
11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.
12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.
13. Reimburse the Commissions for all ATI funds (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by ATI funds to indemnify the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.
15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use ATI funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to the Commissions, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will either of the Commissions be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.
19. Acknowledge that if the Project is being funded in whole or in part by NVTC or PRTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.
20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.
21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to ATI funds and/or NVTC or PRTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that neither NVTC nor PRTC will be a party or signatory to that agreement; nor will NVTC or PRTC have any obligation to comply with the requirements of that agreement.
23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward

milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist the Commissions in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by the Commissions.
25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by the Commissions, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

1. Provide to Recipient Entity the funding authorized by the Commissions for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any fare revenue, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.
2. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to

authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

4. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review and consultation with PRTC's Executive Director, NVTC's and PRTC's Executive Directors will make a recommendation to the Commissions' Joint Working Group for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. The Commissions' Joint Working Group will thereafter make a recommendation on any such request to NVTC and PRTC for final determination by the Commissions, and approval by the CTB.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.
6. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any ATI funds in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and consult with the PRTC Executive Director, and thereafter the Commissions' Executive Directors will make a recommendation to the Commissions' Joint Working Group which will, in turn, make a recommendation to NVTC and PRTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC and PRTC make a final determination

that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and the Commissions will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of ATI funds hereunder, with the exception of those provisions which, by their express terms, survive termination.
2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC or PRTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC and PRTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC or PRTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC and PRTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC and PRTC an opportunity to investigate and cure any such alleged breach.
3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for

termination. Prior to termination, Recipient Entity may request that the Commissions excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and the Commissions may, in their sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied ATI funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended ATI funds with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTC's Executive Director, in consultation with PRTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and PRTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. Commissions' Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by ATI funds under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to the Commissions, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded under this Agreement. If Recipient Entity refuses or fails to refund said monies, the Commissions may recover the proportionate value from Recipient Entity by pursuit of any remedies available to the Commissions, including but not limited to the Commissions withholding of commensurate amounts

from future distributions of ATI funds to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both the Commissions and the Commonwealth.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all ATI funds provided by NVTC and PRTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that the Commissions' obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC and PRTC.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;
2300 Wilson Blvd., Suite 230
Arlington, VA 22201

2) to: _____,
to the attention of _____

_____ (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

Recipient Entity represents that it is not acting as a partner or agent of NVTC or PRTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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

Northern Virginia Transportation Commission and
Potomac and Rappahannock Transportation Commission

By: _____

Katherine A. Mattice
NVTC Executive Director

Date: _____

_____ (Name of Recipient Entity)

By: _____

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-31-20

Project Title: New Bus Service to the Pentagon with Gambrill and Backlick North Park and Ride Improvements

Recipient Entity: Fairfax County

Annual Transit Investment Funds: \$3,540,903

Project Description

This project splits Fairfax County Connector Route 395, which provides rush-hour express service between two Springfield area park-and-ride lots and the Pentagon, into two separate routes. Funding for this project will create the new express route 396 with direct connections from the Backlick North Park and Ride lot to the Pentagon. The project provides funding for the new route's operations, the purchase of four buses, and the installation of secure bicycle parking and wayfinding improvements at the lots.

Project opening year inbound AM peak period increase in person throughput as entered in project application: 125 persons.

Performance Measures and Reporting

Performance Measures

Report average weekday ridership.

Collection Period

Report average weekday daily boardings collected for a two-week period in March or April. Chosen period should not include any holiday periods and the average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period.

Reporting

Report data to NVTC in a technical memorandum outlining the following:

1. Data collection methodology
2. Data collection dates
3. Results – data
4. Notes (if necessary)

Reports are due by July 30th of each year. Submit reports by email to Ben Owen at NVTC at benowen@novatransit.org.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	New Bus Service to the Pentagon with Gambrill and Backlick North Park and Ride Improvements.docx	Project Number:	059-31-20
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Malcolm Watson		
Email	Malcolm.Watson@fairfaxcounty.gov		
Phone	(703) 877-5631		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved ATI Funds	Other Funds (if applicable)	
Study	\$ -	\$ -	\$ -	
Preliminary Engineering (PE)	21,760	21,760	-	
Right-of-Way (ROW)	-	-	-	
Construction (CN)	100,000	100,000	-	
Capital Asset Acquisition	2,200,000	2,200,000	-	
Transit Operating Costs	1,278,000	1,022,383	255,617	Fare Recovery
Other Operating Costs	121,760	121,760	-	
Other-Marketing	75,000	75,000	-	
Total	\$ 3,796,520	\$ 3,540,903	\$ 255,617	

TABLE B-2 ATI FUNDS PROGRAMMED

Project Type	FY2020
Study	\$ -
Preliminary Engineering (PE)	21,760
Right-of-Way (ROW)	-
Construction (CN)	100,000
Capital Asset Acquisition	2,200,000
Transit Operating Costs	1,022,383
Other Operating Costs	121,760
Other-Marketing	75,000
Total	\$ 3,540,903

TABLE B-3 QUARTERLY PROJECT CASH FLOW FOR ATI FUNDS ONLY

Quarter	FY2020	FY2021	FY2022	FY2023	FY2024
1st, September 30th	\$ 2,406,933	143,018	95,345	\$ -	\$ -
2nd, December 31st	180,518	143,018		-	-
3rd, March 31st	143,018	143,018		-	-
4th, June 30th	143,018	143,018	-	-	-
Total	\$ 2,873,486	\$ 572,072	\$ 95,345	\$ -	\$ -

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

Recipient Entity	Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission	
Signature	Signature	Signature
	NVTC Executive Director	NVTC Director of Finance and Administration
Title	Title	Title
Date	Date	Date
Print name of person signing		

Revised 2019-12-10

APPENDIX C

REIMBURSEMENT REQUEST (I-395/95 CORRIDOR)

Commission Project Number: _____

Commission Project Title: _____

Draw Request Number: _____

Date: _____, 20____

Northern Virginia Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, Virginia 22201

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration dated _____, 20____ (the "Agreement") between the Northern Virginia Transportation Commission ("NVTC"), Potomac and Rappahannock Transportation Commission ("PRTC") and _____ (the "Recipient Entity"). The Recipient Entity hereby requests \$_____ of Annual Transit Investment ("ATI") Funds, to pay the costs of the Project set forth in the attached detailed Reimbursement Request form and in accordance with the Agreement.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of the Recipient Entity's approved costs of the Project, (ii) the Recipient Entity is responsible for payment to vendors/contractors, (iii) the Recipient Entity is not in default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in Appendix D to the agreement, (iv) the representations and warranties made by the Recipient Entity in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of the Recipient Entity, no condition exists under the Agreement that would allow NVTC to withhold the requested advance.

RECIPIENT ENTITY

By: _____

Name: _____

Title: _____

APPENDIX C - REIMBURSEMENT REQUEST (I-395/95 CORRIDOR)

Project Number: _____ Request Number: _____
Project Title: _____ Request Date: _____
Recipient Entity: _____ Request Amount: _____

Table C-1, SUMMARY

Project Type	Total ATI Funds	Previous Amount Requested to Date*	Amount of This Request	Total Requested to Date	Balance ATI Funds
Study	\$ -	\$ -	\$ -	\$ -	\$ -
Preliminary Engineering	-	-	-	-	-
Right-of-Way	-	-	-	-	-
Construction	-	-	-	-	-
Capital Asset Acquisition	-	-	-	-	-
Annual Transit Operating	-	-	-	-	-
Other	-	-	-	-	-
Other	-	-	-	-	-
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -

* Enter amounts from "Total Requested to Date" column from the previous reimbursement request.

Table C-2, LISTING OF ATTACHED INVOICES AND PROOF OF PAYMENT

Vendor/Contractor	Invoice Number	Item Number	Component Type	Invoice Total	ATI Funding Request
				\$ -	\$ -
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
Total				\$ -	\$ -

Version 2019-12

APPENDIX D – Reserved for Tax Covenants

Use only for projects funded with bond proceeds, assuming NVTC and/or PRTC issues bonds.

APPENDIX E – Authorization of designee(s)

Recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes or resolution.

**AGREEMENT BETWEEN NVTC AND PRTC
FOR DISTRIBUTION AND ALLOCATION OF
I-395 ANNUAL TRANSIT INVESTMENT FUNDS**

THIS AGREEMENT is entered into the 28th day of January, 2019, by and between the Northern Virginia Transportation Commission (“NVTC”) and the Potomac and Rappahannock Transportation Commission (“PRTC”), (together, the “Commissions”), for the distribution and allocation of the I-395 annual transit investment funds.

WITNESSETH:

WHEREAS, on July 31, 2012, VDOT and 95 Express Lanes, LLC (the “Concessionaire”) entered into a comprehensive agreement (the “Comprehensive Agreement”) under which the Concessionaire developed and, since December 2014, operates approximately 29 miles of high-occupancy toll lanes (“HOT Lanes”) in the median of Interstate 95 between the Route 610 interchange (Garrisonville Road) and Turkeycock Run (the “Original 95 HOT Lanes”); and

WHEREAS, on June 8, 2017, VDOT and the Concessionaire amended and restated the Comprehensive Agreement (the “ARCA”) to add in the median of Interstate 395 approximately eight miles of HOT Lanes between Turkeycock Run and the Washington D.C. Line (the “395 HOT Lanes”) so that, after the Concessionaire has designed and built the 395 HOT Lanes, the Original 95 HOT Lanes and the 395 HOT Lanes will be operated and maintained by the Concessionaire under the ARCA as a continuous and unified 37-mile HOT Lane facility (the “I-95/I-395 Project”);

WHEREAS, beginning upon service commencement of the 395 HOT Lanes, the ARCA requires the Concessionaire to pay to VDOT an annual transit investment (the “ATT”) from toll revenue attributable to the addition of the 395 HOT Lanes (the “395 Revenues”);

WHEREAS, the first-scheduled ATI payment is \$15,000,000 and each subsequent scheduled ATI payment escalates at 2.5%, as reflected in Exhibit A; and

WHEREAS, the parties entered into a Memorandum of Agreement with VDOT dated December 20, 2017, (the “DRPT-VDOT MOA”) regarding the distribution and use of the ATI funds; and

WHEREAS, in accordance with the DRPT-VDOT MOA, the parties intend to use the ATI funds for projects along the “Corridor” (herein defined as the stretch of Interstates 95 and 395 along which the Concessionaire operates and maintains HOT Lanes, including Route 1, Virginia Railway Express (“VRE”), and other adjacent and nearby routes) (the “ATI Funded Projects”) to achieve the following goals: (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and, (iii) enhance transportation safety and travel reliability ((1) and (2) collectively the “Improvement Goals”), each of which must benefit the users of the I-95/I-395 Project;

WHEREAS, to fund ATI Funded Projects designed to accomplish the Improvement Goals, VDOT desires to transfer periodically to DRPT, and DRPT desires to transfer periodically to NVTC and PRTC, the ATI funds received by VDOT under the ARCA; and

WHEREAS, such ATI Funded Projects would be funded in whole or in part from the ATI funds transferred from VDOT to DRPT, and, in accordance with the DRPT-VDOT MOA, the CTB has delegated to NVTC and PRTC the authority to select and administer the ATI Funded Projects; and

WHEREAS, PRTC and NVTC have reached agreement on the manner in which funds from the ATI funds are disbursed to them, and the process by which they will select for CTB

approval the specific projects funded with the ATI funds, all in accordance with the DRPT-VDOT MOA, and wish to set forth that agreement hereafter.

NOW, THEREFORE, based upon the foregoing, and other good and valuable consideration, NVTC and PRTC agree as follows:

1. Distribution of ATI Funds.

- a. As provided in the DRPT-VDOT MOA, the ATI funds shall be distributed annually to NVTC and PRTC in accordance with the population based allocation set forth in the DRPT-VDOT MOA and in such amounts as provided in Exhibit A. NVTC shall serve on behalf of the Commissions as the recipient of all ATI funds disbursed to them. NVTC shall notify the VDOT Commissioner and the DRPT Director, as well as the Secretary of Transportation, of NVTC's role in this respect, and shall request that the ATI funds be disbursed as directed by NVTC for the benefit of the Commissions. PRTC shall also provide such direction to the foregoing representatives of the Commonwealth regarding how disbursement of the ATI funds to PRTC shall be made as may be necessary for NVTC to be the recipient as described herein.
- b. NVTC shall establish a depository for ATI funds disbursed to the Commissions, and shall receive and manage such funds on behalf of the Commissions. NVTC shall invest those funds in accordance with applicable provisions of law. NVTC shall create and maintain all funds and accounts containing the ATI funds separate and apart from all other funds and accounts of NVTC and PRTC. Said funds shall constitute a "special revenue fund" as defined by the Governmental Accounting

Standards Board. The revenues and expenses relating to the use of the ATI funds and the ATI Funded Projects undertaken shall not be commingled with any other funds, accounts, venues, or expenses of NVTC or PRTC. NVTC and PRTC shall each report for the ATI Funded Projects financed by ATI funds and shall be reported as an applicable special revenue fund within their financial statements. Expenditures will be recorded and reported for each ATI Funded Project. All ATI funds transferred to NVTC and PRTC shall be held in accounts with a financial institution under an arrangement that, to the extent reasonably practicable, preclude such funds from being an asset subject to the claims of creditors of NVTC and PRTC, except as provided in the DRPT-VDOT MOA.

2. Project Selection Process.

- a. In the years after the year in which tolling begins, by January 31st of each year, the Commissions shall establish a process to be used for the selection of capital and operating projects to be funded, in whole or in part, with the ATI funds anticipated to be disbursed to the Commissions as set forth in Exhibit A. ATI funds attributable to NVTC and to PRTC may be expended for ATI Funded Projects selected as provided herein without regard for whether the ATI Funded Project is located within NVTC or PRTC, and the ATI funds shall not be required to be spent in each Commission's geographic territory based on the formula in which the ATI funds were distributed. The process shall include a time line such that the ATI Funded Projects selected by the Commissions can be sent to the CTB for review at its May workshop and approval at its June meeting, or such other

meetings as the CTB may prescribe from time to time. The process shall also include at least the following three elements:

- (1) A request to the following entities to submit a list of their preferred proposed ATI Funded Projects to NVTC and PRTC:
 - (i) all jurisdictions that are members of either NVTC or PRTC, and
 - (ii) other public transportation providers providing services in those jurisdictions;
 - (2) The evaluation, prioritization, and selection of proposed ATI Funded Projects by NVTC and PRTC, the development of a funding strategy for each proposed ATI Funded Project, and the submission of proposed ATI Funded Projects (including a funding strategy for each) by NVTC and PRTC to the CTB, through DRPT; and
 - (3) A public hearing held by NVTC and PRTC, jointly or individually, prior to NVTC and PRTC's selection of proposed ATI Funded Projects for submission to the CTB.
- b. Each ATI Funded Project selected by the Commissions shall meet each of the following four criteria (the "Project Criteria"):
- (1) Must reasonably relate to or benefit the toll-paying users of the I-95/I-395 Project;
 - (2) Must have the capacity to attain one or more of the Improvement Goals;

(3) Must be one of the following types of multimodal transportation improvements serving the Corridor (which term, for the avoidance of doubt, includes adjacent and nearby routes):

- i. New or enhanced local and commuter bus service, including capital and operating expenses (*e.g.*, fuel, tires, maintenance, labor, and insurance), and transit priority improvements,
- ii. Expansion or enhancement of transportation demand management strategies, including without limitation, vanpool, and formal and informal carpooling programs and assistance,
- iii. Capital improvements for expansion or enhancement of Washington Metropolitan Area Transit Authority rail and bus service, including capital and operating expenses, and improved access to Metrorail stations and Metrobus stops,
- iv. New or enhanced park and ride lot(s) and access or improved access thereto,
- v. New or enhanced VRE improvements or services, including capital and operating expenses,
- vi. Roadway improvements in the Corridor (which term, for the avoidance of doubt, includes adjacent and nearby routes),
- vii. Transportation Systems Management and Operations as defined in 23 U.S.C. § 101(a)(30) on September 30, 2017, or

viii. Projects identified in Commonwealth studies and plans or projects in the region's constrained long range plan (including without limitation the I-95/395 Transit and TDM Study) or regional transportation plans approved by the Northern Virginia Transportation Authority, as any such plan may be updated from time to time; and

(4) Must demonstrate that the ATI Funded Projects will be in compliance with all applicable laws, rules, and regulations and have received or will receive all required regulatory approvals.

- c. Once an ATI Funded Project is approved, the authority to obligate and expend ATI funds for the ATI Funded Project shall be subject to execution of an agreement between the Commissions and the recipient of the ATI funds for the ATI Funded Project.
- d. The Commissions may agree to finance ATI Funded Projects with debt issued by one or both Commissions supported by the annual ATI funds and such other funds as the Commissions deem appropriate. Any such debt shall be subject to the provisions of the DRPT-VDOT MOA.
- e. In the year in which tolling begins, the Commissions shall establish a process for selection of ATI Funded Projects that meet the foregoing criteria with the objective of implementing the ATI Funded Projects on or before the day tolling begins.

3. Reports.

- a. Not less than semi-annually, and at such additional times as either PRTC or NVTC may request, the NVTC Executive Director and the PRTC Executive Director shall provide a joint report to the Commissions of the status of all ATI Funded Projects for which ATI funds have been allocated, which report shall include, on a project by project basis, the amount of ATI funds authorized for expenditure on the ATI Funded Project, the amount expended, and the status of the project.
- b. NVTC and PRTC shall provide a joint annual report to the CTB within 120 days of the end of NVTC's and PRTC's fiscal year. The report shall contain at a minimum the following four items:
 - (1) A description of the ATI Funded Projects selected for funding in the past fiscal year and the benefits that were the basis for evaluation and selection of each such ATI Funded Projects;
 - (2) Starting five years after the effective date of this Agreement, a review of the ATI Funded Projects funded in past fiscal years describing the degree to which the expected benefits were realized or are being realized;
 - (3) In the event that an ATI Funded Project is not providing substantially similar benefits to those that were the basis for evaluation and selection of the ATI Funded Project, the report shall evaluate the viability of a plan to either (i) modify such ATI Funded Project, or (ii) redeploy assets in such ATI Funded Project to other eligible ATI Funded Projects that are expected to provide greater benefits; and

(4) The proposed uses of: (i) residual, unobligated balances of ATI funds carried over from prior years, and (ii) interest earned on such ATI funds.

4. **Insurance.** NVTC and PRTC shall each include the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees, and agents, (collectively “State Indemnitees”) as additional insureds on NVTC and PRTC’s insurance policies so the State Indemnitees are protected from and against any losses as defined in the DRPT-VDOT MOA. In addition, NVTC and PRTC shall contractually require their contractors, subcontractors, vendors, and others providing goods or performing services related to any ATI Funded Project to indemnify the State Indemnitees against any losses as defined in the DRPT-VDOT MOA.

5. **Disputes.** In the event of a dispute under this Agreement, the Commissions’ Executive Directors agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to the Commissions for formal confirmation and approval, as necessary. If no satisfactory resolution can be reached via the meet and confer method, either Commission may pursue all remedies it may have at law, including all judicial remedies.

6. **Amendments.** This Agreement may be modified, in writing, upon mutual agreement of both Commissions.

7. **Incorporation of Recitals.** The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The Commissions acknowledge and agree that such recitals are true and correct.

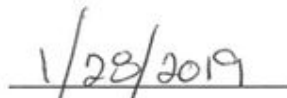
8. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.
10. **Term.** The term of this Agreement shall commence on the date last signed by one of the Commissions (“the Effective Date”) and shall expire concurrent with the expiration or termination of the DRPT-VDOT MOA, as may be amended and restated from time to time.

IN WITNESS WHEREOF, the Commissions have executed this Agreement by their duly authorized agent as of the date and year aforesaid.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION



Katherine A. Mattice, Executive Director

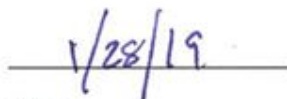


Date

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION



Robert A. Schneider, Executive Director



Date

EXHIBIT A

PART A – ANNUAL TRANSIT INVESTMENT FORM			
Payment Due Date	Annual Transit Investment (\$ Nominal)	Payment Due Date	Annual Transit Investment (\$ Nominal)
395 Service Commencement Date	\$15,000,000	+ 35 year	\$35,598,078
+ 1 year	15,375,000	+ 36 year	36,488,030
+ 2 year	15,759,375	+ 37 year	37,400,230
+ 3 year	16,153,359	+ 38 year	38,335,236
+ 4 year	16,557,193	+ 39 year	39,293,617
+ 5 year	16,971,123	+ 40 year	40,275,958
+ 6 year	17,395,401	+ 41 year	41,282,857
+ 7 year	17,830,286	+ 42 year	42,314,928
+ 8 year	18,276,043	+ 43 year	43,372,801
+ 9 year	18,732,945	+ 44 year	44,457,121
+ 10 year	19,201,268	+ 45 year	45,568,549
+ 11 year	19,681,300	+ 46 year	46,707,763
+ 12 year	20,173,332	+ 47 year	47,875,457
+ 13 year	20,677,666	+ 48 year	49,072,343
+ 14 year	21,194,607	+ 49 year	50,299,152
+ 15 year	21,724,472	+ 50 year	51,556,631
+ 16 year	22,267,584	+ 51 year	52,845,547
+ 17 year	22,824,274	+ 52 year	54,166,685
+ 18 year	23,394,881	+ 53 year	55,520,852
+ 19 year	23,979,753	+ 54 year	56,908,874
+ 20 year	24,579,247	+ 55 year	58,331,596
+ 21 year	25,193,728	+ 56 year	59,789,885
+ 22 year	25,823,571	+ 57 year	61,284,633
+ 23 year	26,469,160	+ 58 year	62,816,748
+ 24 year	27,130,889	+ 59 year	64,387,167
+ 25 year	27,809,161	+ 60 year	65,996,846
+ 26 year	28,504,391	+ 61 year	67,646,767
+ 27 year	29,217,000	+ 62 year	69,337,937
+ 28 year	29,947,425	+ 63 year	71,071,385
+ 29 year	30,696,111	+ 64 year	72,848,170
+ 30 year	31,463,514	+ 65 year	74,669,374
+ 31 year	32,250,102	+ 66 year	76,536,108
+ 32 year	33,056,354	+ 67 year	78,449,511
+ 33 year	33,882,763	+ 68 year	80,410,749
+ 34 year	34,729,832		
		Term of ARCA	\$2,696,840,696



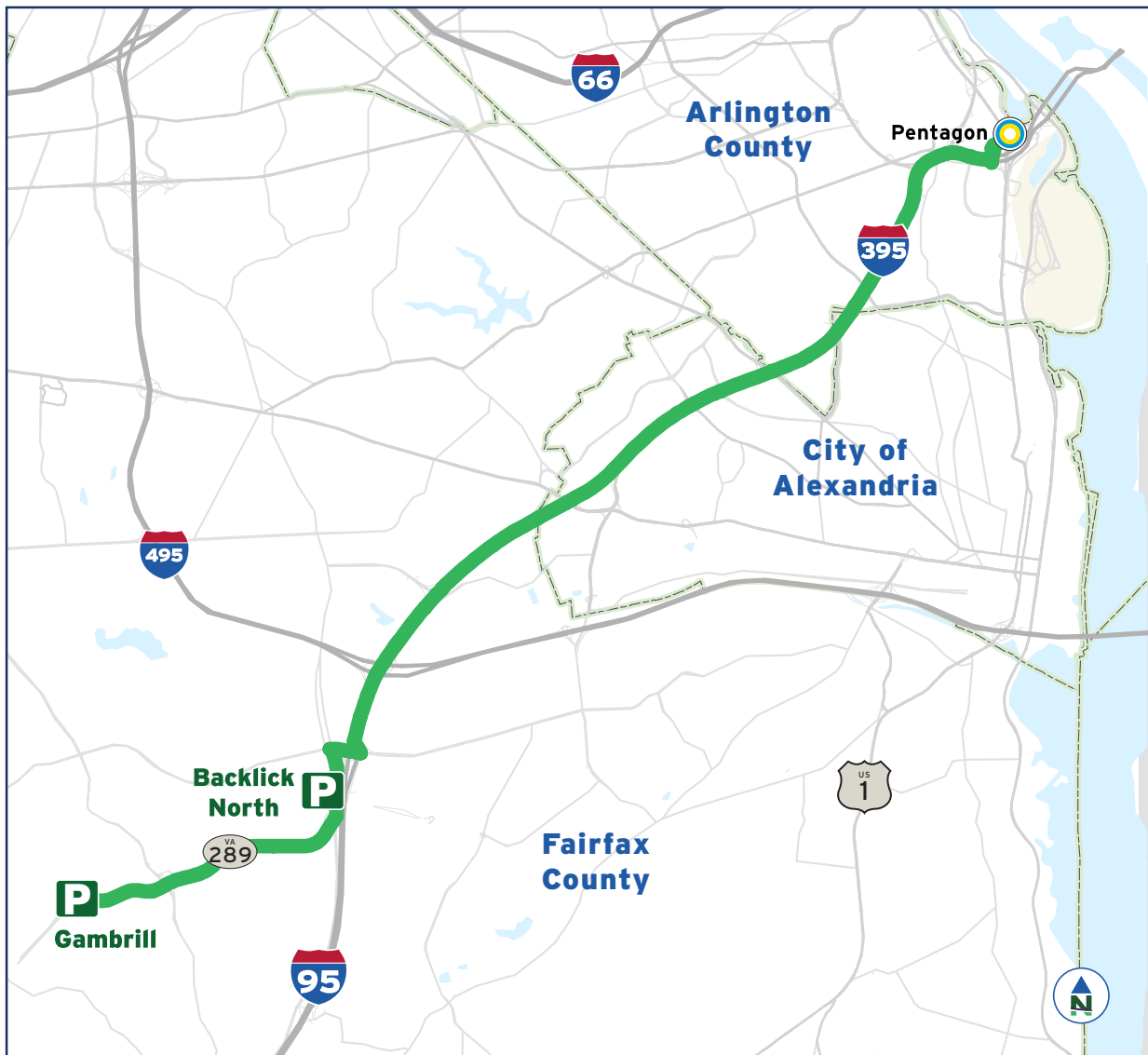
FAIRFAX COUNTY

New Bus Service to the Pentagon with Gambrill and Backlick North Park and Ride Improvements

This project splits Fairfax County Connector Route 395, which provides rush-hour express service between two Springfield park-and-ride lots and the Pentagon, into two separate routes. Funding for this project will create the new 396 express route with direct connections from the Backlick North Park and Ride lot to the Pentagon. The project supports additional service, the purchase of four buses, and installation of secure bicycle parking and wayfinding improvements at the lots.

APPLICATION SCORES

MEASURE	SCORE
Technical Merit (up to 55 points) Expected ability of the project to address some or all I-395/95 Improvement Goals	50
Cost Effectiveness (up to 15 points) The impact created per million dollars of toll revenue investment	10
Project Readiness (up to 20 points) How quickly the project would be implemented in relation to the first day of I-395 Express Lanes tolling	20
Applicant Preference (up to 10 points) How the project ranks in priority or preference among the other projects submitted by each specific applicant	0
TOTAL APPLICATION SCORE (up to 100 points)	80



ENHANCED BUS SERVICE

ACTION - 4

Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Years (FY) 2015-2018 Transit Assistance Grant Funds

ISSUE:

Approval for the Director of the Department of Transportation to sign two Project Agreements with DRPT to enable the County's receipt of FY 2015-2018 transit capital assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to sign two Project Agreements between Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County, in substantial form as those attached, for FY 2015-2018 transit capital assistance (Attachments 1 and 2).

TIMING:

The Board of Supervisors should act on this item on February 11, 2020, so that DRPT can release transit capital funding to Fairfax County.

BACKGROUND:

Until 2012, DRPT disbursed state transit assistance funds to the Northern Virginia jurisdictions through the Northern Virginia Transportation Commission (NVTC). Pursuant to the Code of Virginia, NVTC uses a Subsidy Allocation Model (SAM) to distribute regional transit funding among the jurisdictions.

In 2012, Fairfax County and DRPT entered into a Master Agreement for the Use of Commonwealth Transportation Funds (the Master Agreement), which provides the basis for which the County receives numerous transportation project grant funds. NVTC acts as Fairfax County's agent for WMATA regional agreements. This procedural action reduces the number of project agreements that Fairfax County is required to process.

On September 24, 2019, the Board authorized the Director of the Department of Transportation to sign nine Project Agreements between DRPT and Fairfax County for part of the FY 2020 transit operating and capital assistance funding. However, two

Board Agenda Item
February 11, 2020

additional Project Agreements that were still in negotiations at the time are now ready for Board approval. These two Project Agreements (Attachments 1 and 2) are for the following projects.

- Engineering and design of the Fairfax County Springfield CBC parking garage
- Construction of the Fairfax County Springfield CBC parking garage

FISCAL IMPACT:

The two attached Project Agreements will provide the County with \$3,989,896 for approved Fairfax County Transit Capital Projects. Transit capital funding from the Commonwealth is provided on a reimbursement basis. These revenues are included in Fund 30000 (Metro Operations and Construction) and Fund 40000 (County Transit Systems). There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Grant # 73019-88: Engineering and Design of the Fairfax County Springfield CBC Parking Garage

Attachment 2 – Project Grant # 73019-89: Construction of the Fairfax County Springfield CBC Parking Garage

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, FCDOT

Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Robert M. Falconi, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Years 2015-2018
Six Year Improvement Program Approved Project
Grant Number 73019-88**

This Project Agreement (“Agreement”), effective July 1, 2014, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding to assist with the engineering and design of the Fairfax County Springfield CBC parking garage (“Project”).

WHEREAS, the total cost of the Project is \$5,500,000, and the Grantee has secured \$2,192,203 in funds for the Project in addition to the funds provided pursuant to this Agreement; and

WHEREAS, on February 3, 2014 and February 2, 2015, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted applications to the Department for funding for the Project in the Fiscal Year 2015 and Fiscal Year 2016 Six Year Improvement Programs (“SYIP”) from the Capital Assistance Program; and

WHEREAS, on November 12, 2014 and June 17, 2015, the Commonwealth Transportation Board (“CTB”) approved funding for the Project; and

WHEREAS, on October 7, 2014, the Parties fully executed a state grant agreement for the Project (“FY 2015 Agreement”); and

WHEREAS, the Grantee received payment of grant funds from the Department under the FY 2015 Agreement totaling \$222,599, which left \$627,401 of state grant funds for which the Grantee did not seek reimbursement under the FY 2015 Agreement as of the expiration of the FY 2015 Agreement on June 30, 2017; and

WHEREAS, on September 24, 2015, the Parties fully executed a state grant agreement for the Project (“FY 2016 Agreement”), yet none of the funds made available under the FY 2016 Agreement had been expended as of the expiration of the FY 2016 Agreement on September 30, 2017; and

WHEREAS, the Parties wish to combine funding awarded by the CTB for the Project for Fiscal Years 2015 and 2016 into this Agreement, less grant funds that have already been paid to the Grantee.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

DEFINITIONS

Eligible Project Cost means a cost directly associated with the Work, as identified in Article 4 of the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012 and entered into by the Parties.

Fiscal Year means the funding year for the Commonwealth of Virginia beginning July 1 and ending June 30.

Project means the engineering and design of the Fairfax County Springfield CBC parking garage.

Project Budget means the budget for the Work, in single or multiple years, broken into total costs, and Department and Grantee participation.

Project Schedule means the schedule for completing the Work agreed to by the Parties.

Project Scope means the description of the Work including plans, specifications, schedule of values, cost estimates, and any other documents necessary to complete the Work relating to the Project.

State Master Agreement means the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, and entered into by the Parties.

Work means any and all tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by the Grantee under this Agreement.

ARTICLE 1. SCOPE OF WORK, BUDGET, AND MILESTONE SCHEDULE

Section 1.1 The Work to be performed by the Grantee under the terms of this Agreement shall accomplish the following:

- a. Engineering and design of the Fairfax County Springfield CBC parking garage.

Section 1.2 As of the effective date of this Agreement, the total funding for the Project under this Agreement (“Total Project Funding”) broken down by maximum funding available for reimbursement by the Department under this Agreement (“Maximum Department Funding”) and the required contribution by the Grantee under this Agreement (“Grantee Contribution”) are:

Maximum Department Funding (34% of Total Project Funding)	\$1,124,651
Grantee Contribution (66% of Total Project Funding)	<u>\$2,183,146</u>
Total Project Funding	\$3,307,797

As of the effective date of this Agreement, the Maximum Department Funding and the Grantee Contribution by Fiscal Year are:

Fiscal Year 2015

Maximum Department Funding (34% of Total Project Funding for Fiscal Year)	\$627,401
Grantee Contribution (66% of Total Project Funding for Fiscal Year)	\$1,217,896

Fiscal Year 2016

Maximum Department Funding (34% of Total Project Funding for Fiscal Year)	\$497,250
Grantee Contribution (66% of Total Project Funding for Fiscal Year)	\$965,250

The Project Schedule is as follows:

<u>Project Schedule by Category</u>	<u>Date of Milestone</u>
Start Design	July 1, 2014
Design Complete	June 30, 2021

Amounts not spent from Fiscal Years 2015 and 2016 shall be carried over into subsequent years, so that the entire \$1,124,651 of the Maximum Department Funding available under this Agreement is available for reimbursement for Eligible Project Costs.

Section 1.3 The Grantee acknowledges that the state grant funding to be provided pursuant to this Agreement is subject to appropriation by the General Assembly of Virginia and allocation by the CTB. State grant funding provided under this Agreement cannot exceed the amount allocated by the CTB and the amount appropriated by the General Assembly of Virginia.

Section 1.4 The Grantee shall be solely responsible for the Grantee Contribution and all costs to complete the Project in excess of the Total Project Funding subject to annual appropriations for the Project by the Fairfax County Board of Supervisors. In the event the Grantee terminates this Project or is otherwise unable to complete the Project, the Grantee may be required to repay to the Department all funds provided by the Department, to the extent consistent with Article 12 of the State Master Agreement.

Section 1.5 The Department reserves the right to reject any Project Scope items, Project Budget, or Project Schedule prior to commencement of any Project items because the Department's own analysis reveals that significant cost or schedule savings can be achieved through other contracting means than the Grantee proposes, which meet the Grantee's performance and/or Project requirements.

In the event that the Department intends to exercise its rights to reject under this Section, prior to

issuing a final notice of rejection, the Department shall send written notice to the Grantee specifying the Department's concerns; and, thereafter, authorized representatives of the Department and the Grantee shall meet and confer in order to ascertain whether the Department's concerns can be addressed in such a manner as would minimize delays or the necessity for a cost increase to be incurred by the Grantee.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

Section 2.1 The Parties agree to incorporate the State Master Agreement as if set out in full herein.

ARTICLE 3. SPECIAL CAPITAL PROVISIONS

Section 3.1 This Agreement provides funding for engineering and design – a major capital cost.

Section 3.2 By execution of this Agreement, the Department is providing approval of the initial Project Scope, Project Budget, and Project Schedule, as provided by the Grantee in its applications. Accordingly, the Grantee is able to incur Eligible Project Costs from the date of execution of this Agreement to support development of the final Project Scope, Project Budget, and Project Schedule for submission to the Department for approval. The Department's approval does not make any warranty as to the accuracy or suitability of the information submitted, nor does it relieve the Grantee of any liability under this Agreement. Such submissions provided shall contain the approval of the Grantee in those situations where the submitter is not the Grantee. Any proposed changes to the Project Scope, Project Budget, or Project Schedule must be approved by the Department.

Section 3.3 The Grantee shall complete the Project according to the Project Scope, Project Budget, and Project Schedule most recently approved by the Department.

Section 3.4 If the Grantee, the Department, or inspectors duly authorized to uphold applicable federal, state, and local laws regarding construction and operating practices, determines that any material or construction is not in accordance with the Grantee's standards which comply with all applicable federal, state, or local laws and regulations, the Grantee shall replace materials or correct any workmanship necessary to cure the deficiency. The Grantee shall not use any funds provided under this Agreement to pay for a replacement or correction required under this section.

Section 3.5 The Department may take any action, including the inspection of the Project site and all books and records of the Grantee or any contractor or subcontractor relating to any project or task receiving funds under this Agreement, to review activities under this Agreement and the adequacy of the Grantee's monitoring efforts. The Grantee shall include language consistent with this section in its contracts with contractors in order to provide the Department the same level of access for review of contractor Work and records. The Grantee shall require its

contractors to include language consistent with this section in the contractors' contracts with subcontractors to provide the Department the same level of access for review of subcontractor Work and records.

Section 3.6 The Department shall have access to the Project at all times to inspect the Project, to protect its interest in the Project, and to ensure that the Project is being developed consistently with the terms of this Agreement. The Department's representatives will comply with all safety rules and regulations of the Grantee, and safety instructions from the Grantee's representatives. The Department's access to the Project shall be at no cost to the Department.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Years 2016-2018
Six Year Improvement Program Approved Project
Grant Number 73019-89**

This Project Agreement (“Agreement”), effective July 1, 2019, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding to assist with the construction of the Fairfax County Springfield CBC parking garage (“Project”).

WHEREAS, the total cost of the Project is \$55,200,000, and the Grantee has secured \$52,462,500 in funds for the Project in addition to the funds subject this Agreement; and

WHEREAS, on February 2, 2015, February 1, 2016, and February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted applications to the Department for funding for the Project in the Fiscal Year 2016, Fiscal Year 2017, and Fiscal Year 2018 Six Year Improvement Programs (“SYIP”) from the Capital Assistance Program; and

WHEREAS, on September 24, 2015, the Parties fully executed a state grant agreement for the Project (“FY 2016 Agreement”), yet none of the grant funds made available under the FY 2016 Agreement had been expended as of the expiration of the FY 2016 Agreement on September 30, 2017; and

WHEREAS, on October 14, 2016, the Parties fully executed a state grant agreement for the Project (“FY 2017 Agreement”), yet none of the funds made available under the FY 2017 Agreement had been expended as of the Grantee’s deobligation of funds under the FY 2017 Agreement on September 19, 2018; and

WHEREAS, the Parties wish to include the funding allocated by the CTB for the construction of the Project for Fiscal Years 2016, 2017, and 2018 into this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

DEFINITIONS

Eligible Project Cost means a cost directly associated with the Work, as identified in Article 4 of the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012 and entered into by the Parties.

Fiscal Year means the funding year for the Commonwealth of Virginia beginning July 1 and ending June 30.

Project means construction of the Fairfax County Springfield CBC parking garage.

Project Budget means the budget for the Work, in single or multiple years, broken into total costs, and Department and Grantee participation.

Project Schedule means the schedule for completing the Work agreed to by the Parties.

Project Scope means the description of the Work including plans, specifications, schedule of values, cost estimates, and any other documents necessary to complete the Work relating to the Project.

State Master Agreement means the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, and entered into by the Parties.

Work means any and all tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by the Grantee under this Agreement.

ARTICLE 1. SCOPE OF WORK, BUDGET, AND MILESTONE SCHEDULE

Section 1.1 The Work to be performed by the Grantee under the terms of this Agreement shall accomplish the following:

- a. Construction of the Fairfax County Springfield CBC parking garage.

Section 1.2 As of the effective date of this Agreement, the total funding for the Project under this Agreement (“Total Project Funding”) broken down by maximum funding available for reimbursement by the Department under this Agreement (“Maximum Department Funding”) and the required contribution by the Grantee under this Agreement (“Grantee Contribution”) are:

Maximum Department Funding (34% of Total Project Funding)	\$ 930,750
Grantee Contribution (66% of Total Project Funding)	<u>\$1,806,750</u>
Total Project Funding	\$2,737,500

As of the effective date of this Agreement, the Maximum Department Funding and the Grantee Contribution by Fiscal Year are:

Fiscal Year 2016

Maximum Department Funding (34% of Total Project Funding for Fiscal Year)	\$ 590,750
Grantee Contribution (66% of Total Project Funding for Fiscal Year)	\$1,146,750

Fiscal Year 2017

Maximum Department Funding (34% of Total Project Funding for Fiscal Year)	\$35,700
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Grantee Contribution (66% of Total Project Funding for Fiscal Year)	\$69,300
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Fiscal Year 2018

Maximum Department Funding (34% of Total Project Funding for Fiscal Year)	\$304,300
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Grantee Contribution (66% of Total Project Funding for Fiscal Year)	\$590,700
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The Project Schedule is as follows:

<u>Project Schedule by Category</u>	<u>Date of Milestone</u>
Start Construction	July 1, 2019
Construction Complete	June 30, 2021

Amounts not spent from Fiscal Years 2016 through 2018 shall be carried over into subsequent years, so that the entire \$930,750 of the Maximum Department Funding available under this Agreement is available for reimbursement for Eligible Project Costs.

Section 1.3 The Grantee acknowledges that the state grant funding to be provided pursuant to this Agreement is subject to appropriation by the General Assembly of Virginia and allocation by the CTB. State grant funding provided under this Agreement cannot exceed the amount allocated by the CTB and the amount appropriated by the General Assembly of Virginia.

Section 1.4 The Grantee shall be solely responsible for the Grantee Contribution and all costs to complete the Project in excess of the Total Project Funding subject to annual appropriations for the Project by the Fairfax County Board of Supervisors. In the event the Grantee terminates this Project or is otherwise unable to complete the Project, the Grantee may be required to repay to the Department all funds provided by the Department, to the extent consistent with Article 12 of the State Master Agreement.

Section 1.5 The Department reserves the right to reject any Project Scope items, Project Budget, or Project Schedule prior to commencement of any Project items because the Department's own analysis reveals that significant cost or schedule savings can be achieved through other contracting means than the Grantee proposes, which meet the Grantee's performance and/or Project requirements.

In the event that the Department intends to exercise its rights to reject under this Section, prior to issuing a final notice of rejection, the Department shall send written notice to the Grantee specifying the Department's concerns; and, thereafter, authorized representatives of the Department and the Grantee shall meet and confer in order to ascertain whether the Department's concerns can be addressed in such a manner as would minimize delays or the necessity for a cost increase to be incurred by the Grantee.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

Section 2.1 The Parties agree to incorporate the State Master Agreement as if set out in full herein.

ARTICLE 3. SPECIAL CAPITAL PROVISIONS

Section 3.1 This Agreement provides funding for construction – a major capital cost. Upon completion of the Project and acceptance of the Work by the Department, the Grantee shall maintain the Fairfax County Springfield CBC parking garage and shall keep the Fairfax County Springfield CBC parking garage available for its intended purpose. If the Grantee fails to use the Fairfax County Springfield CBC parking garage for its intended purpose during the Fairfax County Springfield CBC parking garage's useful life, the Department shall have the ability to recoup its interest in the Fairfax County Springfield CBC parking garage. The Department's interest in the Fairfax County Springfield CBC parking garage shall be the payments made by the Department to the Grantee with respect to the Fairfax County Springfield CBC parking garage, divided by the useful life of the Fairfax County Springfield CBC parking garage, multiplied by the remaining useful life of the Fairfax County Springfield CBC parking garage at the time the Grantee first failed to use the Fairfax County Springfield CBC parking garage for its intended purpose.

Section 3.2 By execution of this Agreement, the Department is providing approval of the initial Project Scope, Project Budget, and Project Schedule, as provided by the Grantee in its applications. Accordingly, the Grantee is able to incur Eligible Project Costs from the date of execution of this Agreement to support development of the final Project Scope, Project Budget, and Project Schedule for submission to the Department. The Department's approval does not make any warranty as to the accuracy or suitability of the information submitted, nor does it relieve the Grantee of any liability under this Agreement. Such submissions provided shall contain the approval of the Grantee in those situations where the submitter is not the Grantee. Any proposed changes to the Project Scope, Project Budget, or Project Schedule must be approved by the Department.

Section 3.3 The Grantee shall complete the Project according to the Project Scope, Project Budget, and Project Schedule most recently approved by the Department.

Section 3.4 If the Grantee, the Department, or inspectors duly authorized to uphold applicable federal, state, and local law regarding construction and operating practices, determines that any material or construction is not in accordance with the Grantee's standards or any applicable federal, state, or local law or regulation, the Grantee shall replace materials or correct any workmanship necessary to cure the deficiency. The Grantee shall not use any funds provided under this Agreement to pay for a replacement or correction required under this section.

Section 3.5 The Department may take any action, including the inspection of the Project site

and all books and records of the Grantee relating to any project or task receiving funds under this Agreement, to review activities under this Agreement and the adequacy of the Grantee's monitoring efforts. The Grantee shall include language consistent with this section in its contracts with contractors in order to provide the Department the same level of access for review of contractor Work and records. The Grantee shall require its contractors to include language consistent with this section in the contractors' contracts with subcontractors to provide the Department the same level of access for review of subcontractor Work and records

Section 3.6 The Department shall have access to the Project at all times to inspect the Project, to protect its interest in the Project, and to ensure that the Project is being developed consistently with the terms of this Agreement. The Department's representatives will comply with all safety rules and regulations of the Grantee, and safety instructions from the Grantee's representatives. The Department's access to the Project shall be at no cost to the Department.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

ACTION - 5

Endorsement of Design Plans for the Route 28 Widening Project from the Prince William County/Fairfax County Line to Route 29 (Springfield and Sully Districts)

ISSUE:

Board endorsement for the Route 28 (Centreville Road) widening project, generally as presented at the Design Public Hearing on September 23, 2019, is required prior to submission to the Virginia Department of Transportation (VDOT) for Design Approval. This project is included in the Transportation Priorities Plan (TPP) adopted by the Board of Supervisors on January 28, 2014, and as amended on December 3, 2019.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors endorse the Route 28 Widening project, generally as presented at the Design Public Hearing on September 23, 2019, and authorize the Director of Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 1).

TIMING:

Board of Supervisors' approval is requested on February 11, 2020, to allow enough time for review by the Virginia Department of Transportation (VDOT), prior to the award of a Design-Build contract for the Route 28 widening project.

BACKGROUND:

Route 28 serves residential and business destinations from Remington in Fauquier County to Route 7 in Loudoun County, with direct connections to other major routes including, Route 29, Route 234, I-66, Route 50, Dulles International Airport and Route 267. The corridor has experienced increased congestion for many years, particularly in Prince William and Fairfax Counties south of I-66. To address this congestion, the Fairfax County Department of Transportation (FCDOT) proposes widening Route 28, from four to six lanes, from the existing bridge over Bull Run to the interchange at Route 29, a distance of approximately 2.3 miles.

A Design Public Hearing was held on September 23, 2019, at Centreville Elementary School, at which the 30 percent complete Design Concept plans were presented to the public.

The Fairfax County Comprehensive Plan Countywide Trails Plan includes a "Major Paved trail (asphalt or concrete)" on the west side of Route 28 from Route 658 (Compton Road)

Board Agenda Item
February 11, 2020

to north of Interstate 66. The Bicycle Network Plan includes a “Shared Use Path” on the west side of Route 28 from Bull Run to Upperridge Drive and an “Off Street Trail” on the east side of Route 28 from Bull Run to Route 29.

The Route 28 project proposes an asphalt shared use path (SUP) on both sides of Route 28 from the Bull Run Occoquan Trail parking lot, just north of the Bull Run bridge, extending 2.3 miles north to connect to existing asphalt paths immediately north of Upperridge Drive, in accordance with the Comprehensive Plan, with the exception as noted below.

Right-of-way constraints prevent constructing a SUP with eight-foot buffer on the west side of Route 28 for approximately 1,200 feet between Machen Road and Upperridge Drive. At this location, there are existing townhouse communities adjacent to the right-of-way, with a short setback to the parking areas. The roadway alignment is constrained by the need to tie to the existing roadway to the north of Upperridge (where the project ends). Providing a shared use path with the required buffer at this location would require additional right-of-way, a retaining wall, and impacts to the parking lots (including loss of parking spaces).

The plans presented at the Design Public Hearing on September 23, 2019, provided a six-foot curb abutted concrete sidewalk in this location. The public had no comments on the sidewalk at this location, either at the hearing or during the 15-day comment period following the hearing. FCDOT has since revised the plans to provide an eight-foot asphalt curb abutted sidewalk, which will be consistent, to the maximum extent possible, with the shared use path on the rest of the project. Since this eight-foot asphalt sidewalk does not meet VDOT standards for a SUP, the County will be required to maintain this 1,200-foot-long section. The remainder of both SUPs will be maintained by VDOT.

VDOT approval of this eight-foot sidewalk, in lieu of a shared use path, will require the submittal of a waiver, which VDOT has indicated they will approve, provided the Board of Supervisors endorses this proposed change in design.

PUBLIC HEARING COMMENTS:

In accordance with the Code of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Design Public Hearing was held on Monday, September 23, 2019. Approximately 85 individuals attended the Design Public Hearing. FCDOT received 24 written comments either at the hearing or during the open comment period which extended until October 10, 2019. In addition, verbal comments were recorded by the court reporter at the hearing. There were five direct statements of support for the project and none in opposition. However, there were multiple comments raising concerns or inquiring about aspects of the project. These comments were mainly focused on potential noise barriers, funding, right-of-way impacts, coordination with

Board Agenda Item
February 11, 2020

Prince William County's Route 28 project, and whether additional improvements could be provided at Ordway Road.

A copy of the Design Public Hearing brochure is attached (Attachment 2).

County staff recommends that the Board of Supervisors endorse the plans.

PROJECT SCHEDULE:

Design Build Technical Proposals Due:	March 6, 2020
Design Build Price Proposals Due:	March 27, 2020
Design Build Contract Execution:	June 8, 2020
Substantial Completion:	April 30, 2023
Final Completion:	August 31, 2023

FISCAL IMPACT:

No additional funding is required for endorsement of the Route 28 30 percent complete Design Concept Plans or for the approval of the eight-foot asphalt curb abutted sidewalk. The estimated project cost is \$86,480,000 dollars. Funding sources are as follows:

NVTA Regional Funds	\$26,000,000
State Revenue Funds	\$10,000,000
State SmartScale Funds	\$23,422,583
Federal Demonstration Funds	\$ 9,626,444
County Funds	\$17,430,973
<i>Total Funds</i>	<i>\$86,480,000</i>

There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Letter for transmitting Board Endorsement of Route 28 Widening Project
Attachment 2: September 23, 2019, Design Public Hearing Brochure

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
W. Todd Minnix, Chief, Transportation Design Division, FCDOT
James Beall, Section Chief, Transportation Design Division, FCDOT



County of Fairfax, Virginia

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

February 11, 2020

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

Subject: Board Endorsement of Route 28 (Centreville Road) Widening Project from the Prince William County/ Fairfax County line to Route 29, UPC 108720

Dear Ms. Cuervo:

On February 11, 2020, the Fairfax County Board of Supervisors endorsed the design plans to widen 2.3 miles Route 28 (Centreville Road) between the Prince William County/ Fairfax County line and Route 29 from four to six lanes with shared use paths for pedestrians and bicyclists, as generally presented at the September 23, 2019, Design Public Hearing.

The plans presented at the September 23, 2019, Design Public Hearing provided a six-foot curb abutted concrete sidewalk in this location. The public had no comments on the sidewalk, either at the hearing or during the 15-day comment period following the hearing. FCDOT has since revised the plans to provide an eight-foot asphalt curb abutted sidewalk, which will be consistent, to the maximum extent possible, with the shared use path on the rest of the project. Since this eight-foot asphalt sidewalk does not meet VDOT standards for a SUP, the County will be required to maintain this 1,200-foot-long section. The remainder of both SUPs will be maintained by VDOT.

Please call Jim Beall at (703) 877-5673, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
Director

cc: Board of Supervisors

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



Ms. Helen L. Cuervo, P.E.

February 11, 2020

Page 2 of 2

Bryan J. Hill, County Executive

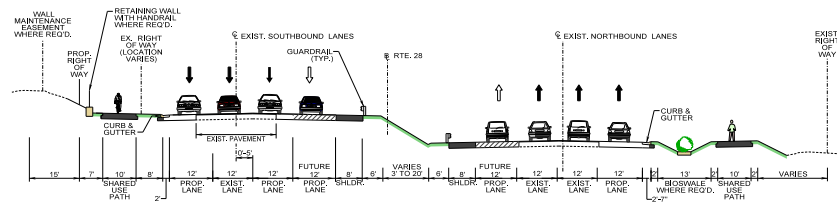
Rachel Flynn, Deputy County Executive

Rhoderick Undan, Virginia Department of Transportation (VDOT)

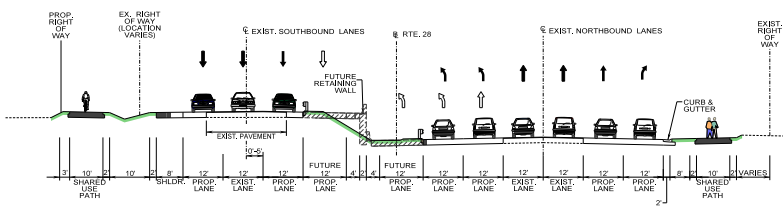
W. Todd Minnix, Chief, Transportation Design Division, FCDOT

Jim Beall, Section Chief, FCDOT

Route 28 Widening: Typical Sections



TYPICAL 6 LANE SECTION (WITH OUTSIDE CURB AND GUTTER)
(100' SOUTH OF DARKWOOD DRIVE TO ROUTE 29)



TYPICAL SECTION
(WITH RETAINING WALL AND RIGHT AND LEFT TURN LANES)

VDOT Project Number:

0028-029-269, P101, R201, C501

VDOT UPC: 108720



FCDOT Project Numbers:

Fund 40013: 2G40-136-000

Fund 40017: 2G40-100-000

Fund 50000: AA1400143-17

Federal Project Numbers:

P101: NHPP-5A01(810)

R201: NHPP-5B01(078)

C501: NHPP-5B01(079)



Jim Beall, Project Manager • james.beall@fairfaxcounty.gov • 703-877-5673

www.fairfaxcounty.gov/transportation/projects/route28-widening



A Fairfax County, VA
publication

Project Update: September 2019

Route 28 Widening

**Centreville Road from Prince William County/
Fairfax County Line at Bull Run to Route 29**

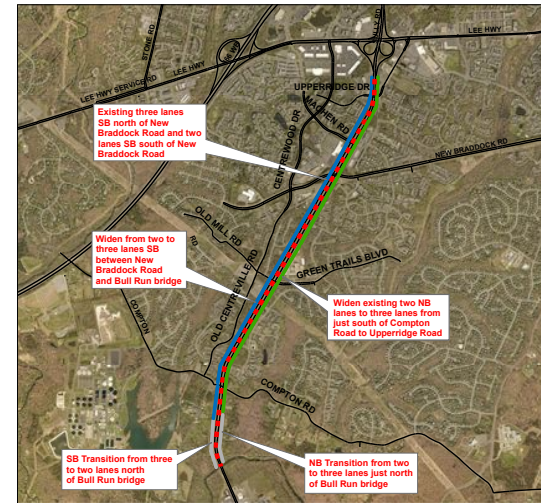
Project Description

This project will widen Route 28 to six lanes from the bridge over Bull Run to the Route 28/29 interchange. The project was endorsed by the Fairfax County Board of Supervisors as part of the County's Transportation Priorities Plan (TPP) on January 28, 2014 (Project ID#62).

Fairfax County Department of Transportation (FCDOT) proposes to use the Design-Build (D-B) procurement method to deliver the project. D-B allows for more rapid implementation of projects by combining and overlapping the design, right-of-way, utility relocation and construction phases.

The project also will include:

- Improvements at all existing signalized intersections by adding turn lanes and/or one or more additional lanes on side streets to improve signal operations and overall intersection operations.
- Proposed removal of selected existing unsignalized median crossovers (breaks).
- Stormwater management facilities as required to meet State and County criteria.
- A 10-foot shared use path on both sides of Route 28.



Design Public Hearing

Monday, September 23, 2019


Centreville Elementary School • 14330 Green Trails Boulevard

6:30 - 9 PM; Presentation at 7 PM

Comments due Monday, October 7, 2019

www.fairfaxcounty.gov/transportation/projects/route28-widening



 Fairfax County Department of Transportation (FCDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA). If you need more information or reasonable accommodations for persons with disabilities or limited English proficiency, contact FCDOT at 703-877-5600, TTY 711. Please notify Fairfax County Department of Transportation for any language translation or if an interpreter is required. Requests for assistance must be received at least 7 business days in advance of the event.

Completed Tasks

- **Finding of Public Interest (FOPI)** was approved September 16, 2018, to proceed with Design-Build project delivery
- **Topographic Survey and Utility Designation** (above and below ground)
- **Soils Investigations** (VDOT has approved the Geotechnical Design Report)
- **Initial Environmental Investigations:**
 - Preliminary Environmental Inventory (PEI)
 - Wetland and Stream Delineation
 - Cultural Resources – Archeology, Architectural and Historic Resources
 - Threatened and Endangered Species
 - Noise and Air Quality
- **National Environmental Policy Act (NEPA)** Document Concurrence from VDOT and Federal Highway Administration (FHWA) (Documented Categorical Exclusion (CE))
- **Draft NEPA (CE)** was submitted to VDOT February 25, 2019
- On July 19, 2019, **FHWA found the Draft NEPA (CE)** documentation to be acceptable to support the original Categorical Exclusion determination
- A **Public Notice** for the Categorical Exclusion was published on Sept. 6; comments are due by Sept. 25, 2019
- **Traffic Analysis** approved by VDOT
- **Preliminary 30% plans** reviewed by VDOT; FCDOT has resubmitted for final review and concurrence prior to D-B contract award
- **Request for Qualifications (RFQ)** issued by FCDOT in May 2019, shortlisted three Design-Build teams, and will issue the Request for Proposal (RFP) in September 2019

Noise

FCDOT conducted preliminary noise analysis per VDOT Noise Policy to determine where project noise levels are projected to exceed established criteria. FCDOT is required to propose noise mitigation. Ten sound barriers were evaluated based on the criteria of feasibility and reasonableness.

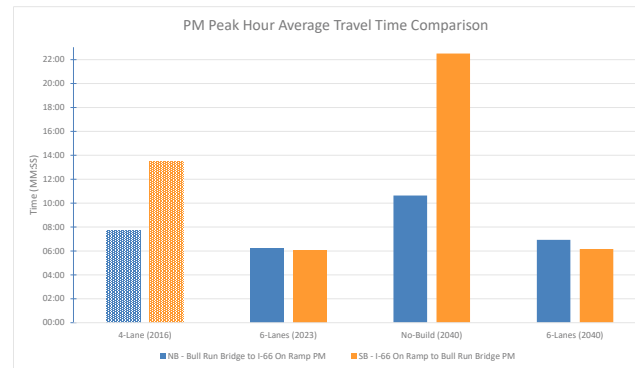
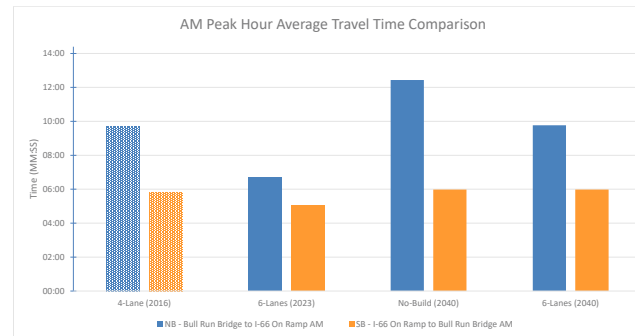
- Acoustically effective by reducing levels at impacted receptors by at least five decibels
- Possible to design and construct the barrier
- Face of barrier cannot be larger than 1,600 square feet per benefited receptor
- At least one receptor achieves a seven decibel reduction

Two barriers were found to meet these criteria and will undergo further evaluation by the D-B contractor (including effectiveness, exact location, length, height) during final design:

- **Barrier D1** – East side of Route 28 between New Braddock Road and Darkwood Drive
- **Barrier I** – West side of Route 28 between Compton Road and Old Mill Road

Sound Barriers will be constructed only if a majority of the people who are directly benefitted vote in favor of the implementation.

Travel Time Comparisons from May 2019 Traffic Study



Funding/Cost:

\$86,748,000

NVTA Regional Funds.....	\$26,000,000
State Revenue Sharing Funds	\$10,000,000
State SmartScale Funds.....	\$23,422,583
Federal Demonstration Funds	\$ 9,407,418
Local Funds.....	<u>\$17,918,629</u>
Total Funding Identified to Date	\$86,748,000

Schedule

“Final” 30% Plans.....	Fall 2019
Advertise Request for Proposals (D-B Contract).....	September 2019
Award and Notice to Proceed to D-B Contractor	Spring 2020
60% Plans and approval of Final NEPA Document	Summer/Fall 2020
Start Right of Way Acquisition	Fall 2020
Start Construction	Fall 2020
Substantial Construction Completion	December 2022
Final Construction Completion.....	Spring 2023

Land Acquisition

Land Acquisition Agents from the Design Build Team will contact property owners to negotiate fair compensation for land rights required to construct the project. Land acquisition must be completed in accordance with federal, state and local laws, regulations and procedures.

Construction

Fairfax County and the D-B contractor will coordinate with property owners well in advance of construction. Work hours are set by VDOT and Fairfax County. Night work is likely. The D-B contractor will be required to maintain pedestrian and vehicular traffic and signals during construction. No lane closures will be allowed during peak travel hours.

Future Widening Options

The County’s Comprehensive Transportation Plan describes Route 28 as eight lanes with High Occupancy Vehicle (HOV) lanes, and a future interchange at New Braddock Road. The project design will not preclude future widening to eight lanes, future HOV or a future interchange at New Braddock Road.

Typical Sections (see next page)

ACTION - 6

Endorsement of a Limited Access Control Change (LACC) on Route 28 as part of the Route 28 Widening Project from the Prince William County/Fairfax County Line to Route 29 (Springfield and Sully Districts)

ISSUE:

Board endorsement of a Limited Access Control Change (LACC) for the Limited Access (LA) line along Route 28 from Compton Road to just south of Route 29, including closing breaks in the Limited Access (LA) line at seven properties. Board endorsement is required prior to submission to the Commonwealth Transportation Board (CTB) for approval of the LACC. This project is included in the Transportation Priorities Plan (TPP) adopted by the Board of Supervisors on January 28, 2014, and as amended on December 3, 2019.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors endorse the Limited Access Control Change (LACC) along Route 28.

TIMING:

Board of Supervisors' approval is requested on February 11, 2020, to allow enough time for consideration by the CTB, prior to award of a Design-Build contract to complete the Route 28 widening project.

BACKGROUND:

Route 28 serves residential and business destinations from Remington, in Fauquier County, to Route 7, in Loudoun County, with direct connections to other major routes including, Route 29, Route 234 Bypass, I-66, Route 50, Dulles International Airport and Route 267. The corridor has experienced increased congestion for many years, particularly in Prince William and Fairfax Counties south of I-66. To address this congestion, the Fairfax County Department of Transportation (FCDOT) proposes widening Route 28 from four to six lanes from the existing bridge over Bull Run to the interchange at Route 29, a distance of approximately 2.3 miles.

On July 19, 1984, the CTB designated Route 28 from just south of Route 658 (Compton Road) to Route 29 as a Limited Access Highway and noted that access points along this limited access facility would be established after completion of a joint study by officials from Fairfax County and the Virginia Department of Transportation (VDOT).

Board Agenda Item
February 11, 2020

The Route 28 plans (Project 0028-029-106) were approved for construction on April 30, 1986. These plans designated the Limited Access (LA) line, with breaks in the LA line at several locations along Route 28 from just south of Route 658 (Compton Road) to Route 29.

FCDOT proposes a Limited Access Control Change (LACC) to eliminate existing breaks in the LA line at seven undeveloped parcels which do not have existing driveway connections directly onto Route 28, as noted on the "Location of Limited Access Breaks to be Eliminated" (Attachment 2); to correct existing errors in the Limited Access line; and to adjust the LA line to the existing right-of-way along Route 28 as noted on the "Proposed Limited Access Control Change" (Attachment 3):

1. Elimination of existing breaks in the Limited Access line. The location of the seven parcels referenced below, and the current LA line breaks which are proposed for elimination, are indicated on the "Location of Limited Access Breaks to be Eliminated" (Attachment 2). All seven parcels have access to other adjacent public streets. The proposed LACC will not remove access to Route 28 for any existing driveways. VDOT has recommended eliminating these seven breaks in the LA line as any future driveway access to Route 28 at these locations are potentially unsafe and could impair through traffic operations on Route 28. Route 28 has a design speed of 50 mph and is posted at 45 mph.

Existing Limited Access breaks are proposed to be eliminated for the following parcels:

Parcel	Property Address	Owner
0651-15A	NA	Compton Village Homeowners Association
0651-01-0014A	6400 Centreville Road	Centreville United Methodist Church Trustees
0651-01-0039	6409 Centreville Road	Surendra Berry
0653-1205 B	NA	Compton Village Homeowners Association
0653 01 0024	6800 Centreville Road	Ajey Bargoti
0653-01-0049A	6800 Old Centreville Road	W Louis Terrell
0653-01-0040A	NA	The Salvation Army

FCDOT has sent certified letters regarding the proposed LACC to the owners of these properties.

2. Correction of existing errors in the Limited Access line. Due to construction that has occurred since 1984, the Limited Access (LA) line shown on the plans for Project 0028-029-106 does not match current roadway conditions; for example, the LA line crosses New Braddock Road immediately east and west of its intersection with Route 28. The proposed LACC will correct these errors.
3. Adjustment of the Limited Access line to the existing Route 28 Right of Way. FCDOT Project 2G40-100-000, VDOT project 0028-029-269, P101, R201, C501, UPC 108720 provides for the widening of Route 28 from four lanes to six lanes to include curb and gutter, intersection improvements, and construction of a Shared Use Path along Route 28. These improvements will impact the existing limited access control lines, as shown on the "Proposed Limited Access Control Change" (Attachment 3) and the "Limited Access Control Point Stations and Offsets Table" (Attachment 4). The proposed LACC will adjust the Limited Access line to the existing right-of-way line along Route 28.

The Project will maintain all existing intersections and driveway accesses to Route 28 and will not add any new intersections or driveway access.

The Commonwealth Transportation Board (CTB) cannot establish a Limited Access line on property that the Commonwealth does not own. After the Design-Build contract is awarded, and all new right-of-way has been acquired for the widening of Route 28 from four to six lanes, FCDOT will request the VDOT Chief Engineer to provide an administrative adjustment to revise the LA line, as noted in items 2 and 3 to be coincident with the final right-of-way line for the proposed widening.

PUBLIC HEARING COMMENTS:

In accordance with the Code of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Design Public Hearing was held on Monday, September 23, 2019. Approximately 85 individuals attended the Design Public Hearing. Plans for the proposed Limited Access Control Change were presented at the hearing. There were no comments regarding the LACC either at the hearing or during the open comment period which extended until October 10, 2019.

County staff recommends that the Board of Supervisors endorse the Limited Access Control Change.

FISCAL IMPACT:

Elimination of the breaks in the LA line may require compensation to the property owners, if it is determined that damages are required for extinguishment of rights. These

Board Agenda Item
February 11, 2020

costs would be included in the Route 28 project costs. No additional funding is required for the LACC. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Letter for transmitting Board Endorsement of Route 28
Limited Access Control Change (LACC)

Attachment 2: Location of Limited Access Breaks to be Eliminated

Attachment 3: Proposed Limited Access Control Change

Attachment 4: Limited Access Control Point Stations and Offsets Table

STAFF:

Rachel Flynn, Deputy County Executive

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

W. Todd Minnix, Chief, Transportation Design Division, FCDOT

James Beall, Section Chief, Transportation Design Division, FCDOT



County of Fairfax, Virginia

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

February 11, 2020

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

Subject: Board Endorsement of Route 28 Limited Access Control Change (LACC)
UPC 108720

Dear Ms. Cuervo:

On February 11, 2020, the Fairfax County Board of Supervisors endorsed the proposed Limited Access Control Change for Route 28, which provides for:

- Elimination of seven existing breaks in the Limited Access line
- Correction of existing errors in the Limited Access line
- Adjustment of the Limited Access line to the existing Route 28 right-of-way

The proposed Limited Access Control Change was presented at the September 23, 2019, Design Public Hearing.

FCDOT's Route 28 project will maintain all existing intersections and driveway accesses to Route 28 and will not add any new intersections or driveway access.

Please call Jim Beall at (703) 877-5673, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
Director

cc: Board of Supervisors
Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive

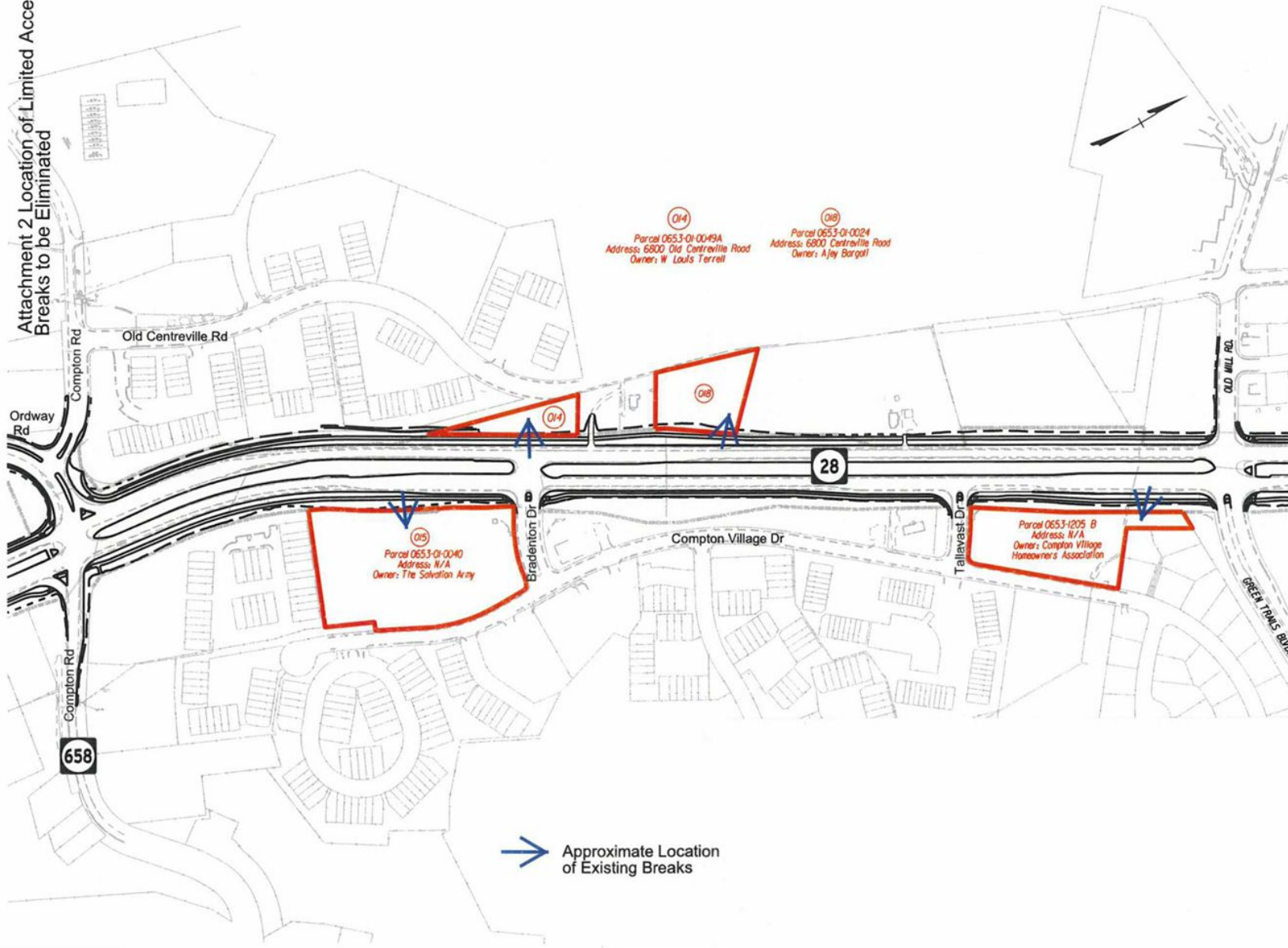
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

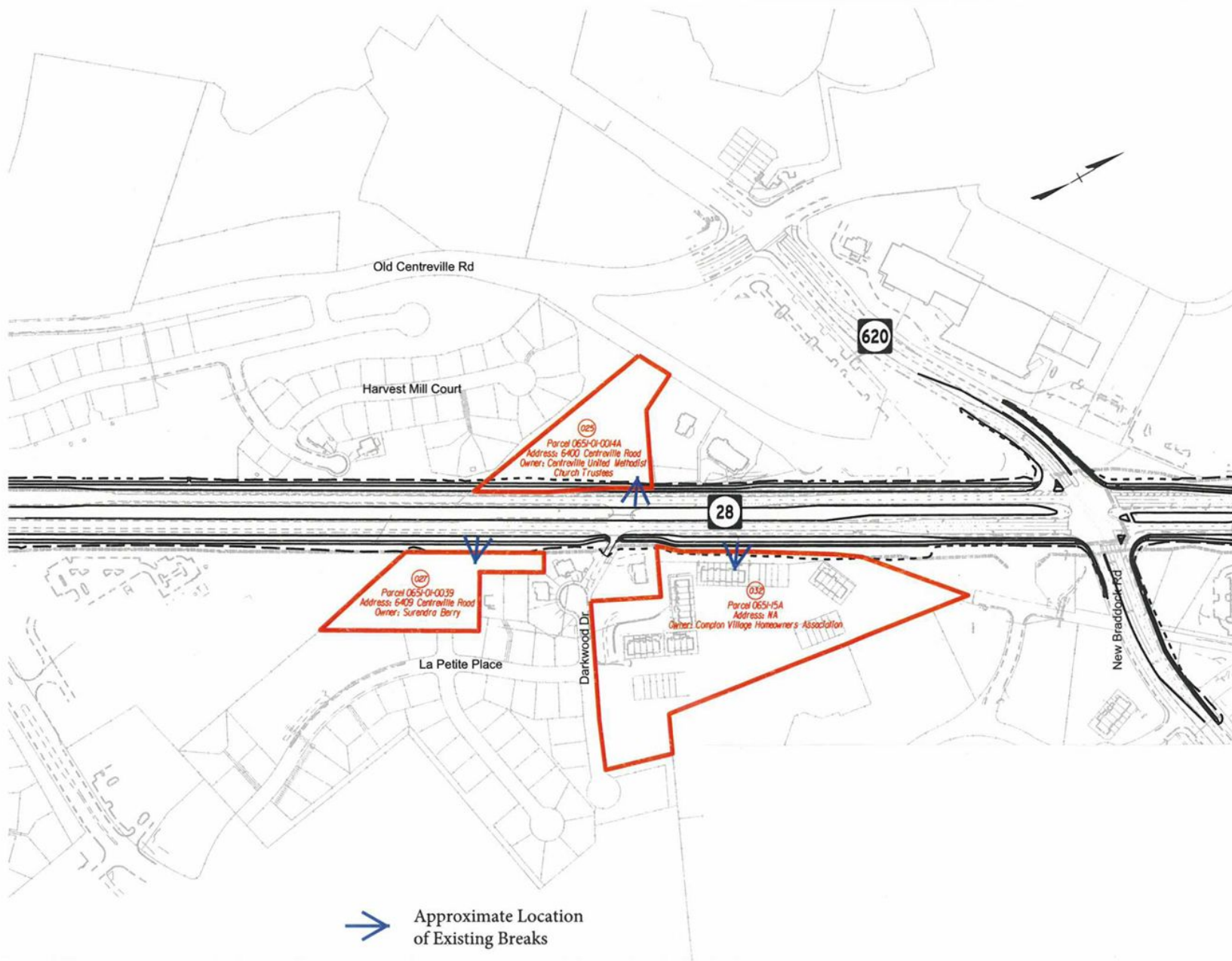


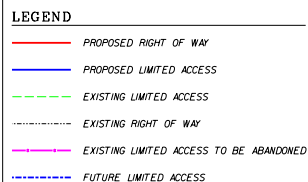
Ms. Helen L. Cuervo, P.E.
February 11, 2020
Page 2 of 2

Rhoderick Undan, Virginia Department of Transportation (VDOT)
W. Todd Minnix, Chief, Transportation Design Division, FCDOT
Jim Beall, Section Chief, FCDOT

Attachment 2 Location of Limited Access
Breaks to be Eliminated



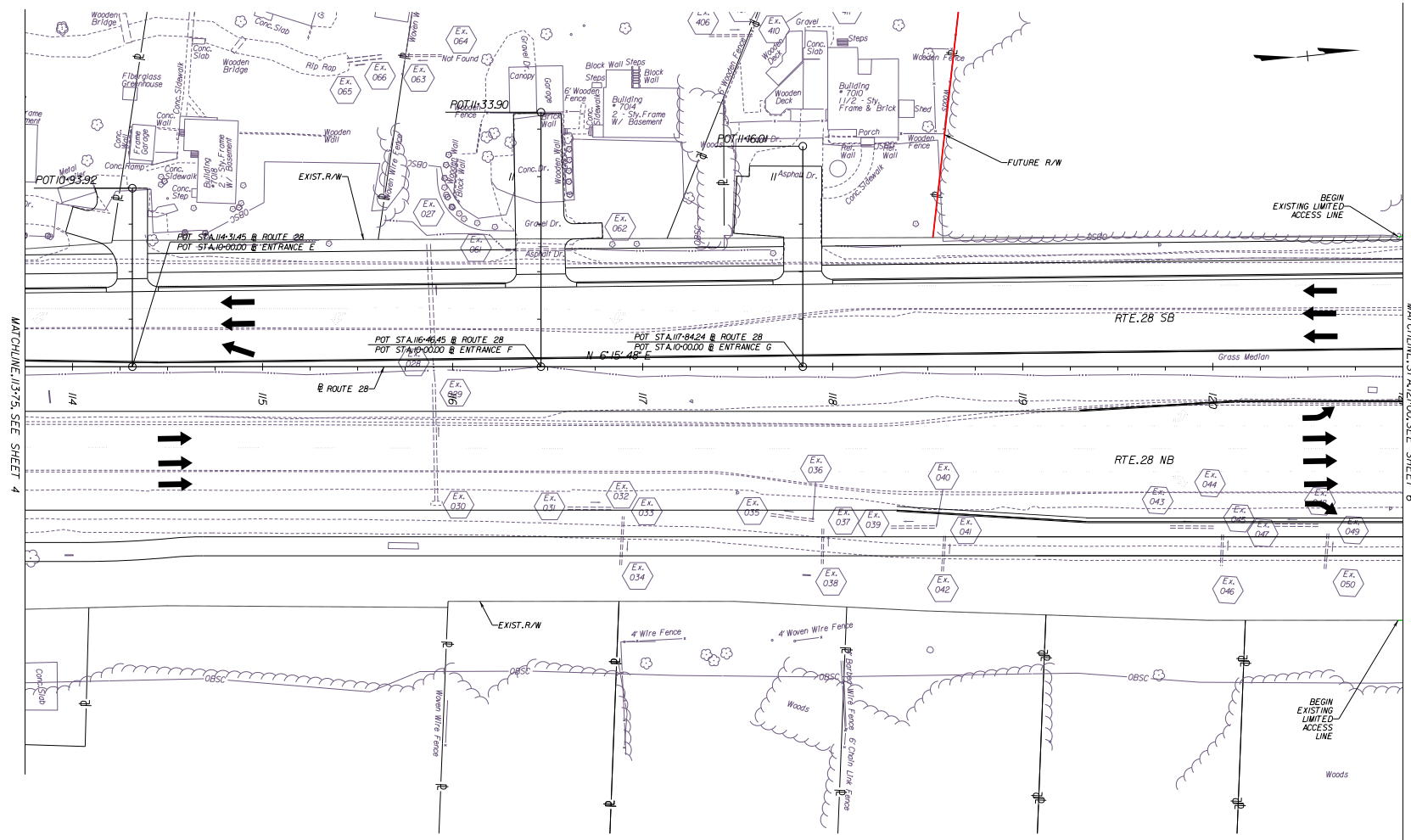




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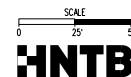
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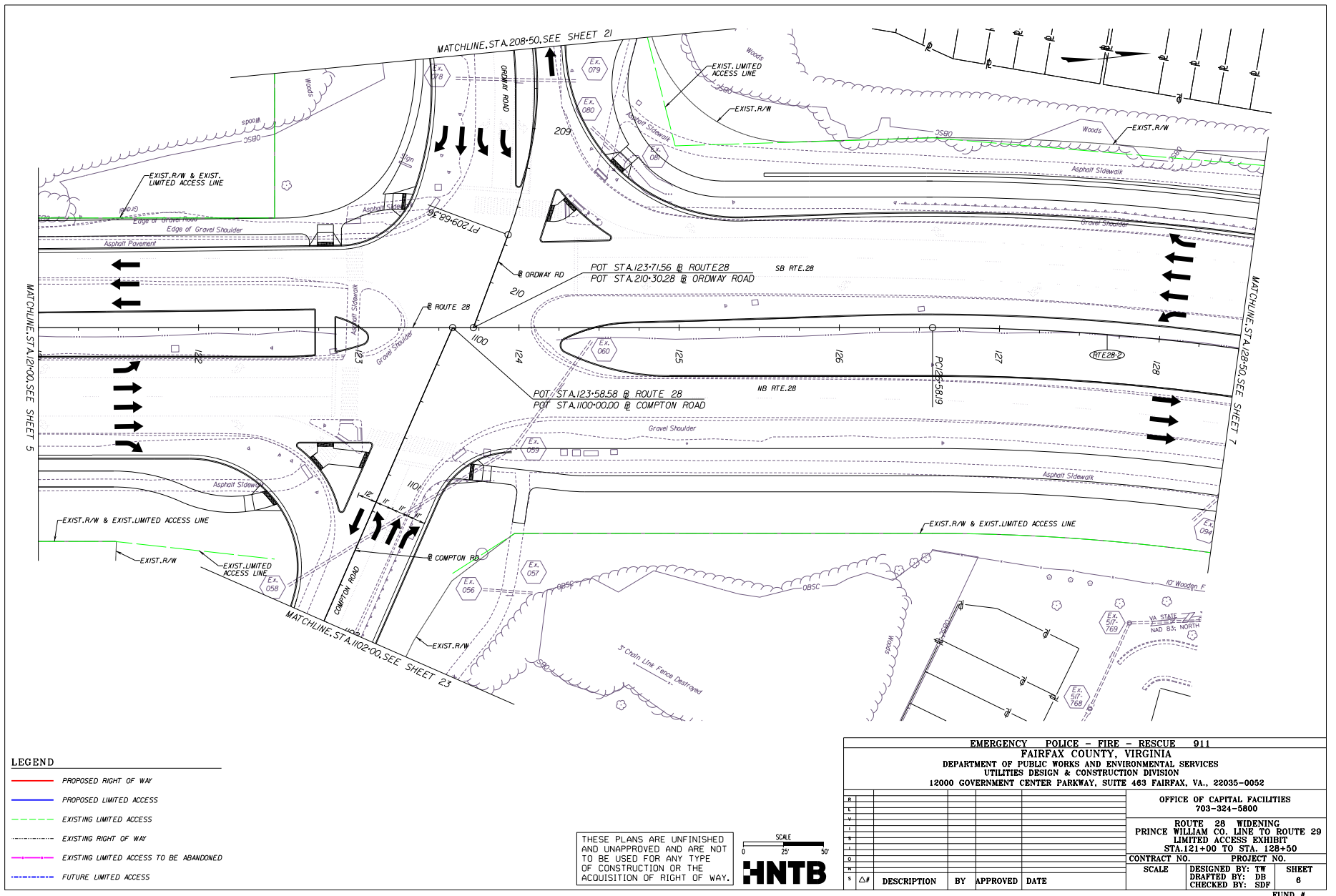
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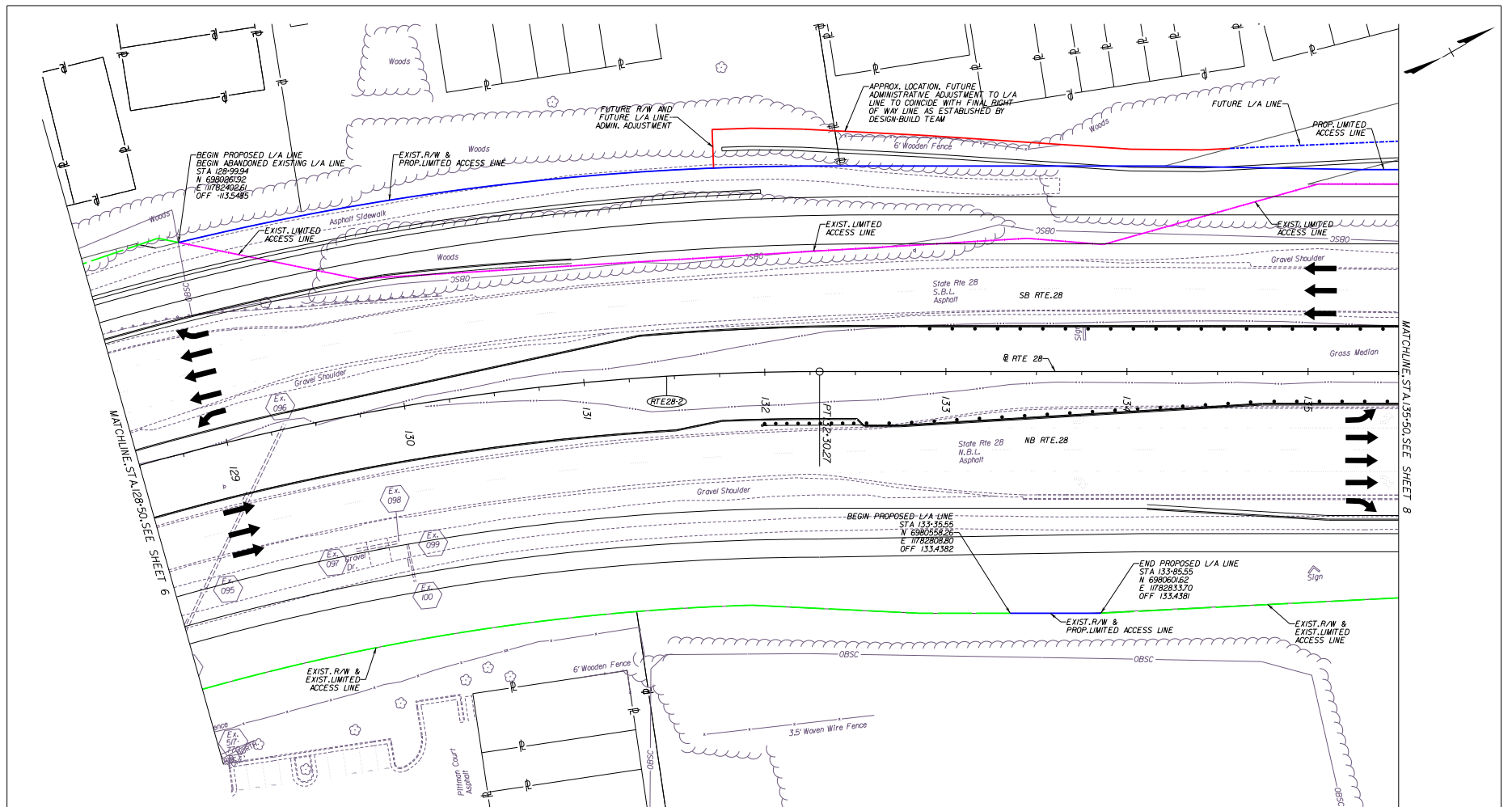
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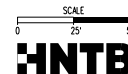




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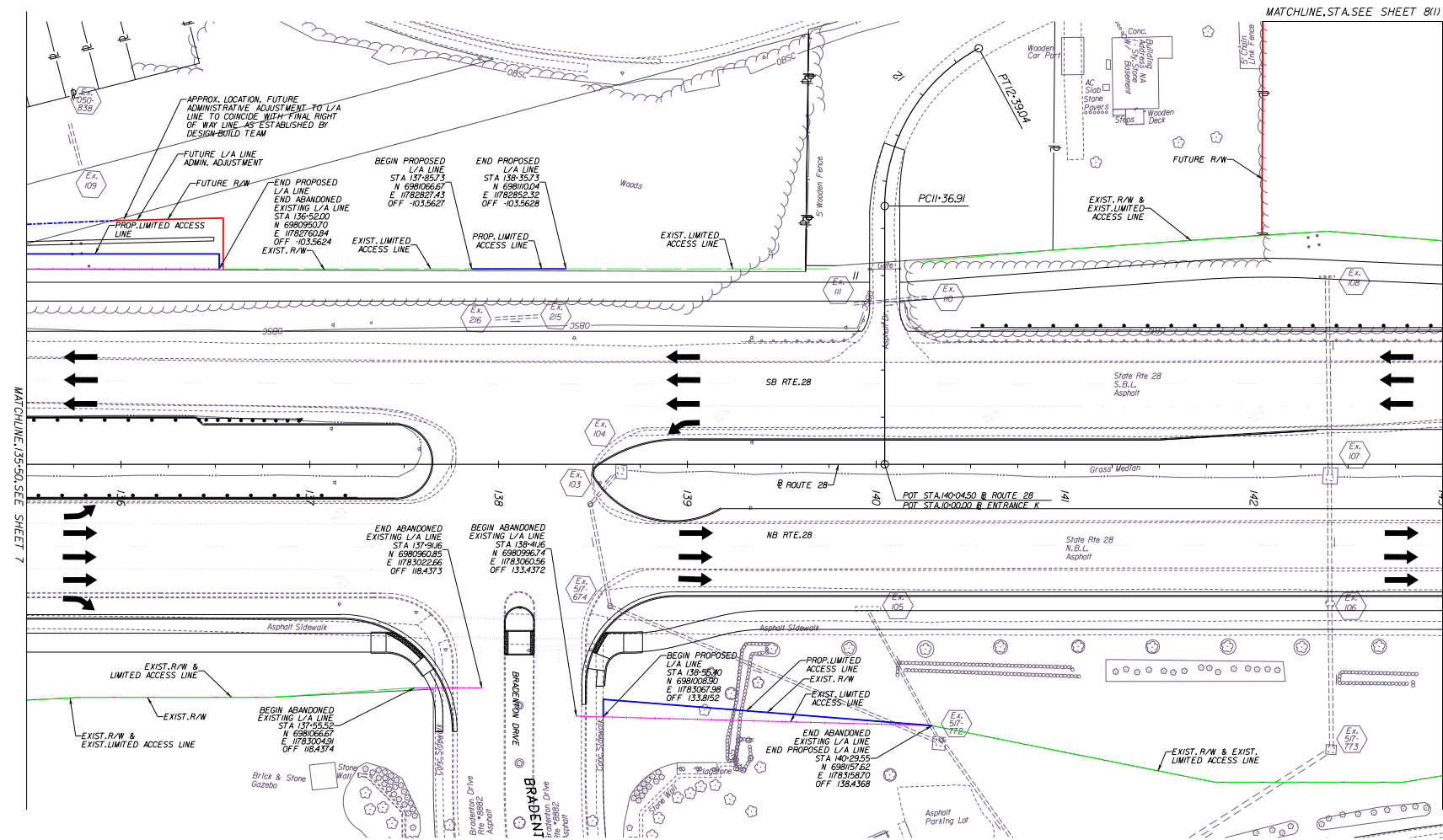


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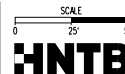
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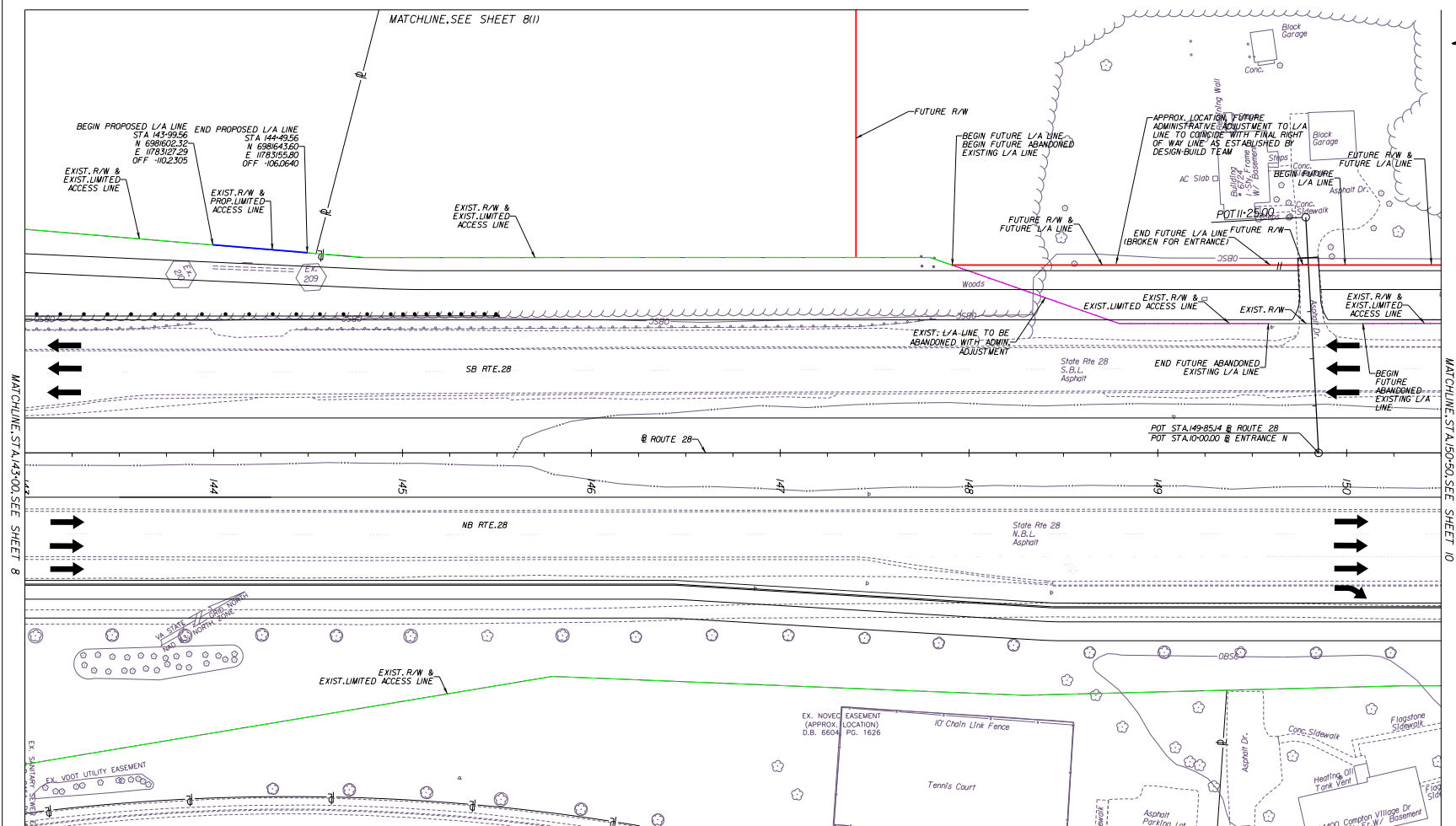
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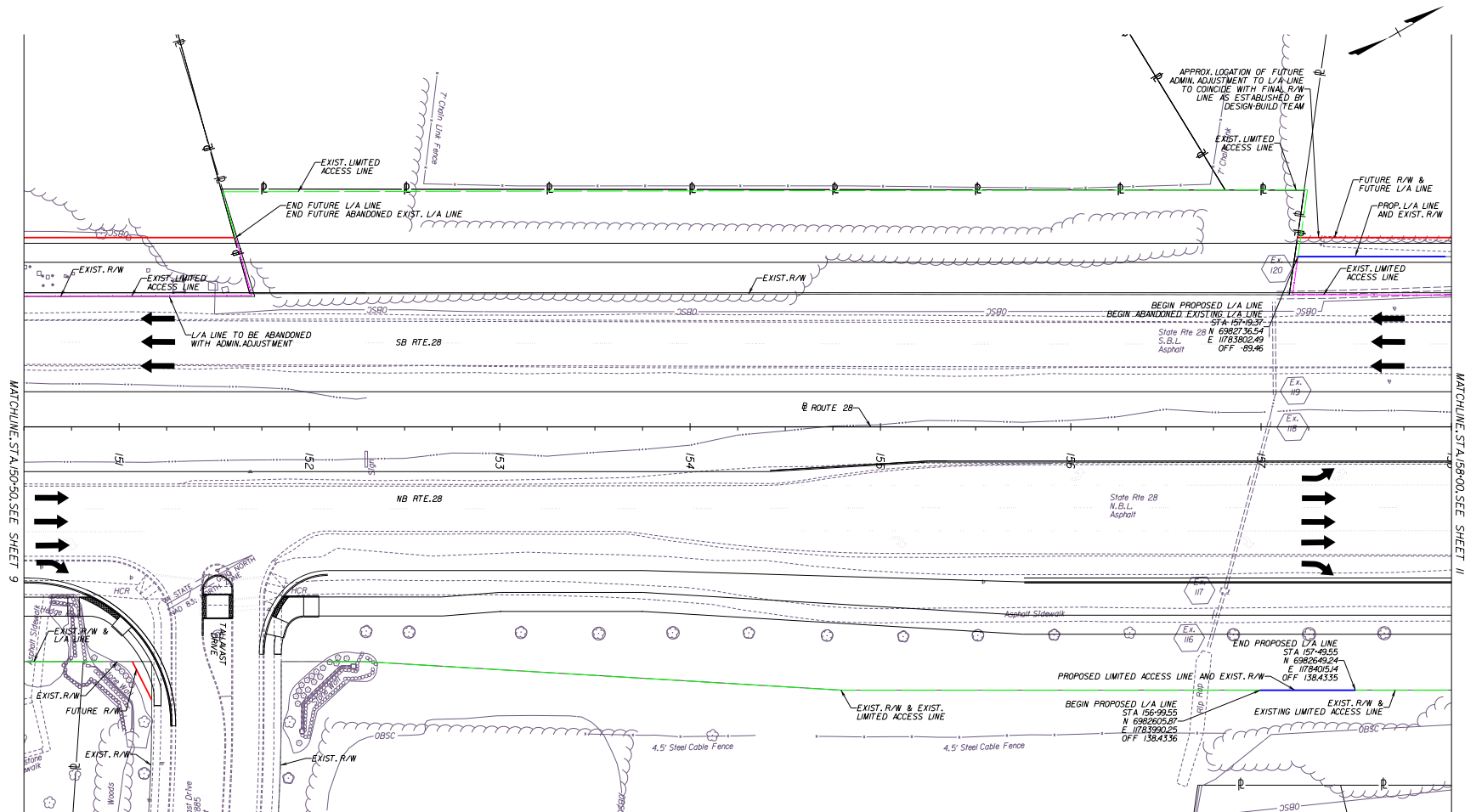
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SCALE
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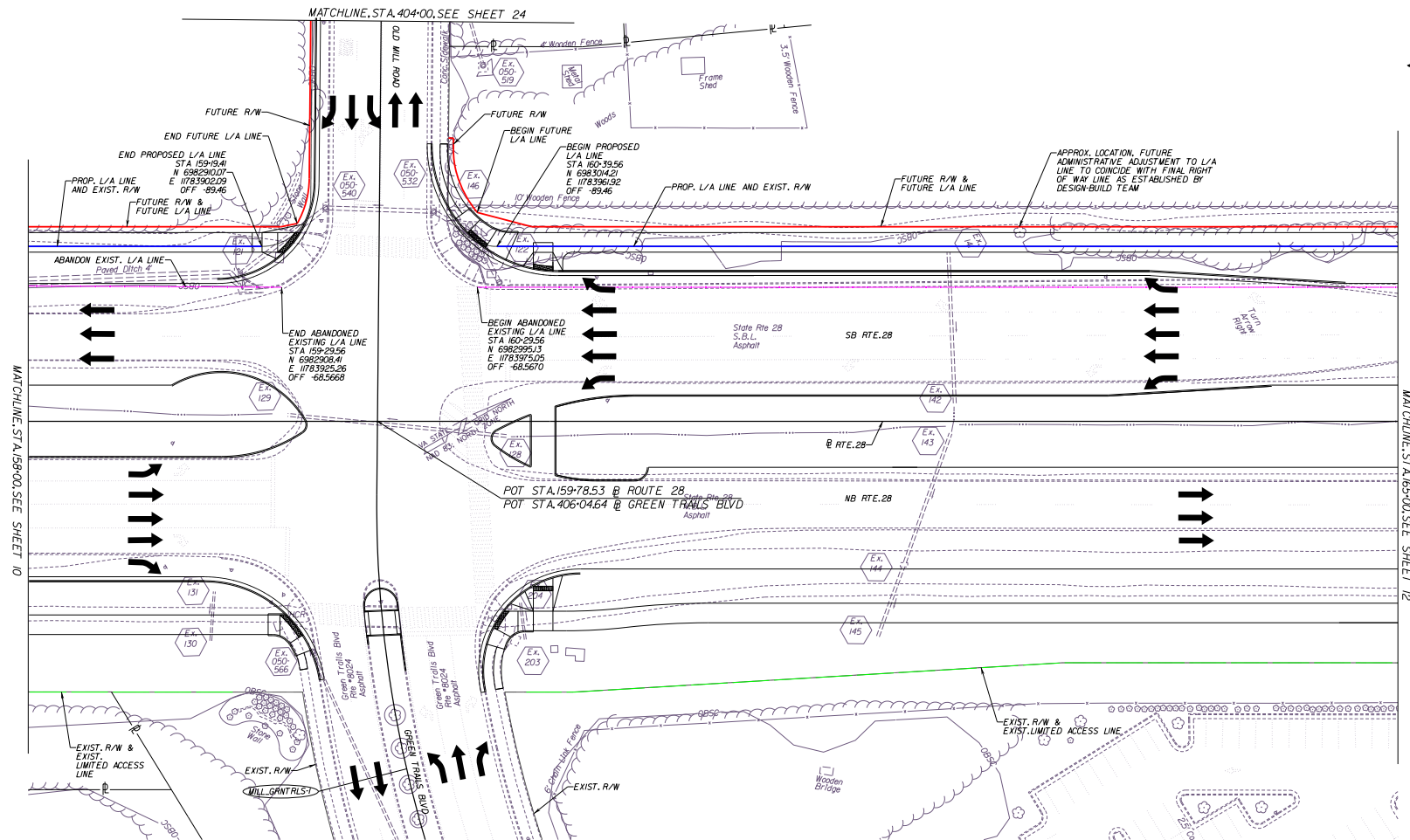
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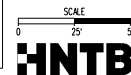
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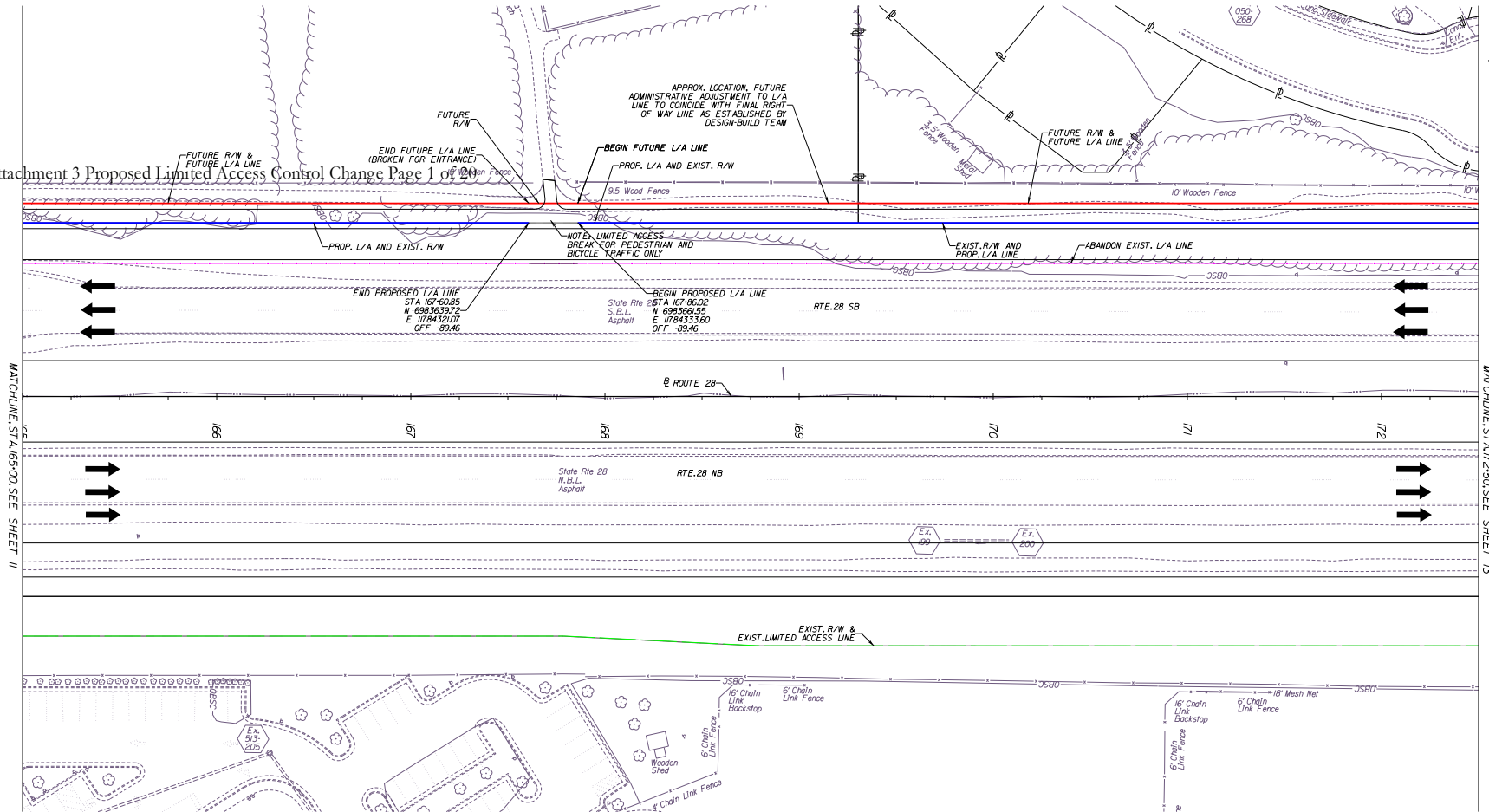
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DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES				
UTILITIES DESIGN & CONSTRUCTION DIVISION				
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA. 22035-0052				
			OFFICE OF CAPITAL FACILITIES	
			703-324-5800	
			ROUTE 28 WIDENING	
			PRINCE WILLIAM CO. LINE TO ROUTE 29	
			LIMITED ACCESS EXHIBIT	
			STA. 158+00.00 TO STA. 165+00.00	
			CONTRACT NO.	PROJECT NO.
			SCALE	SHEET
			DESIGNED BY: TW	11
			DRAFTED BY: DB	
			CHECKED BY: SDF	
FUND #				
NO.	DESCRIPTION	BY	APPROVED	DATE
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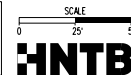
Attachment 3 Proposed Limited Access Control Change Page 1 of 2



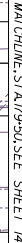
LEGEND

- PROPOSED RIGHT OF WAY
- PROPOSED LIMITED ACCESS
- - - EXISTING LIMITED ACCESS
- - - EXISTING RIGHT OF WAY
- EXISTING LIMITED ACCESS TO BE ABANDONED
- FUTURE LIMITED ACCESS





THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.



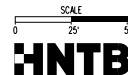
EMERGENCY POLICE - FIRE - RESCUE 911				
FAIRFAX COUNTY, VIRGINIA				
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES				
UTILITIES DESIGN & CONSTRUCTION DIVISION				
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA. 22035-0052				
1				OFFICE OF CAPITAL FACILITIES
2				703-324-5800
3				ROUTE 28 WIDENING
4				PRINCE WILLIAM CO. LINE TO ROUTE 29
5				LIMITED ACCESS EXHIBIT
6				STA. 165+00.00 TO STA. 172+50.00
7				CONTRACT NO. PROJECT NO.
8				SCALE DESIGNED BY: TW
9				DRAFTED BY: DB
10				CHECKED BY: SDF
11				SHEET
12				12
13				FUND #
Δ#	DESCRIPTION	BY	APPROVED	DATE



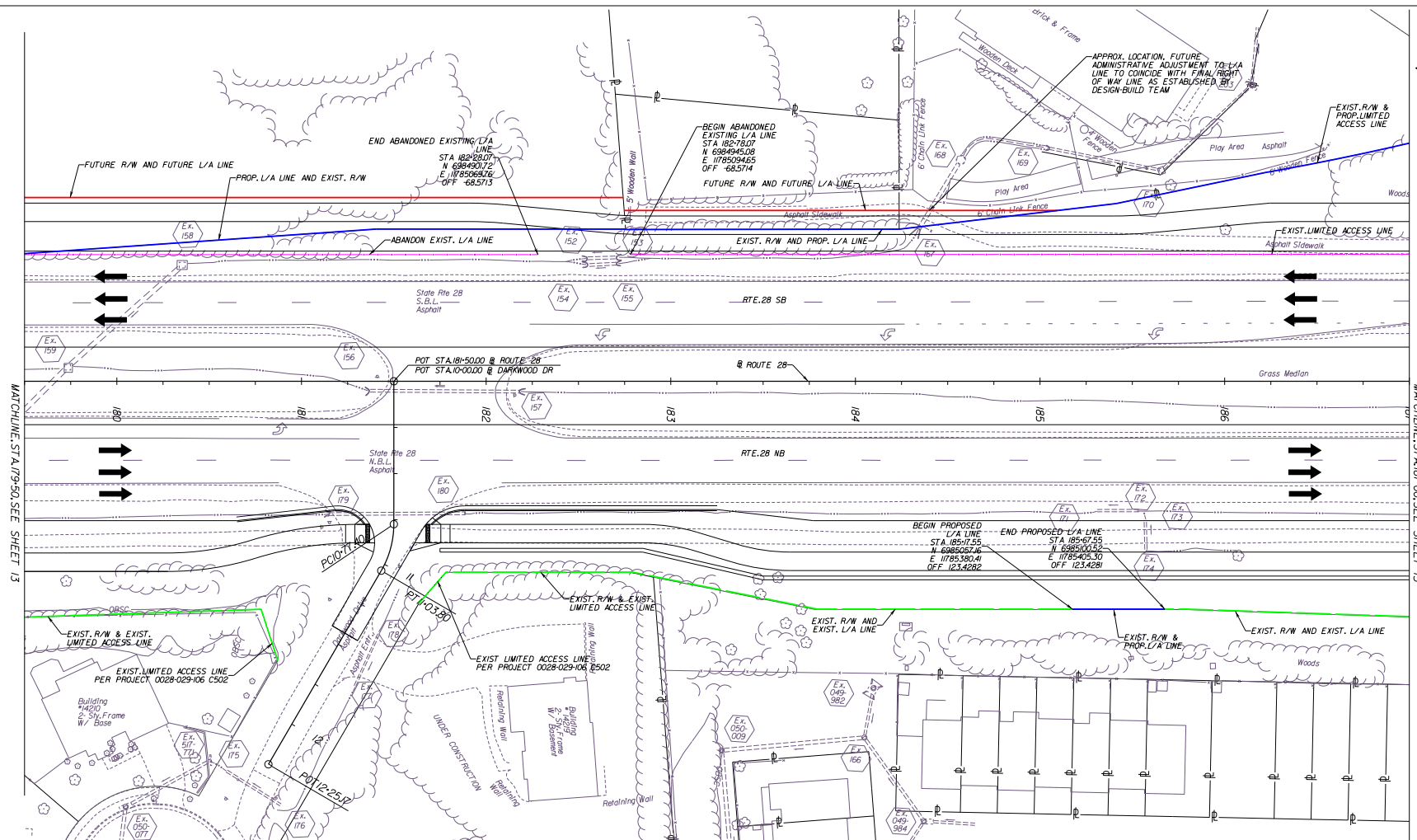
LEGEND

- PROPOSED RIGHT OF WAY
 PROPOSED LIMITED ACCESS
 EXISTING LIMITED ACCESS
 EXISTING RIGHT OF WAY
 EXISTING LIMITED ACCESS TO BE ABANDONED
 FUTURE LIMITED ACCESS






THESE PLANS ARE UNFINISHED
AND UNAPPROVED AND ARE NOT
TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACQUISITION OF RIGHT OF WAY.



EMERGENCY POLICE - FIRE - RESCUE 911								
FAIRFAX COUNTY, VIRGINIA								
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES								
UTILITIES DESIGN & CONSTRUCTION DIVISION								
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA., 22035-0052								
R					OFFICE OF CAPITAL FACILITIES			
E					703-324-5800			
V					ROUTE 28 WIDENING			
I					PRINCE WILLIAM CO. LINE TO ROUTE 29			
S					LIMITED ACCESS EXHIBIT			
D					STA. 172+50.00 TO STA. 179+50.00			
N					CONTRACT NO.		PROJECT NO.	
S	Δ#	DESCRIPTION	BY	APPROVED	DATE	SCALE	DESIGNED BY: TW	SHEET
							DRAWN BY: DB	13
							CHECKED BY: SDF	
					FUND #			



LEGEND

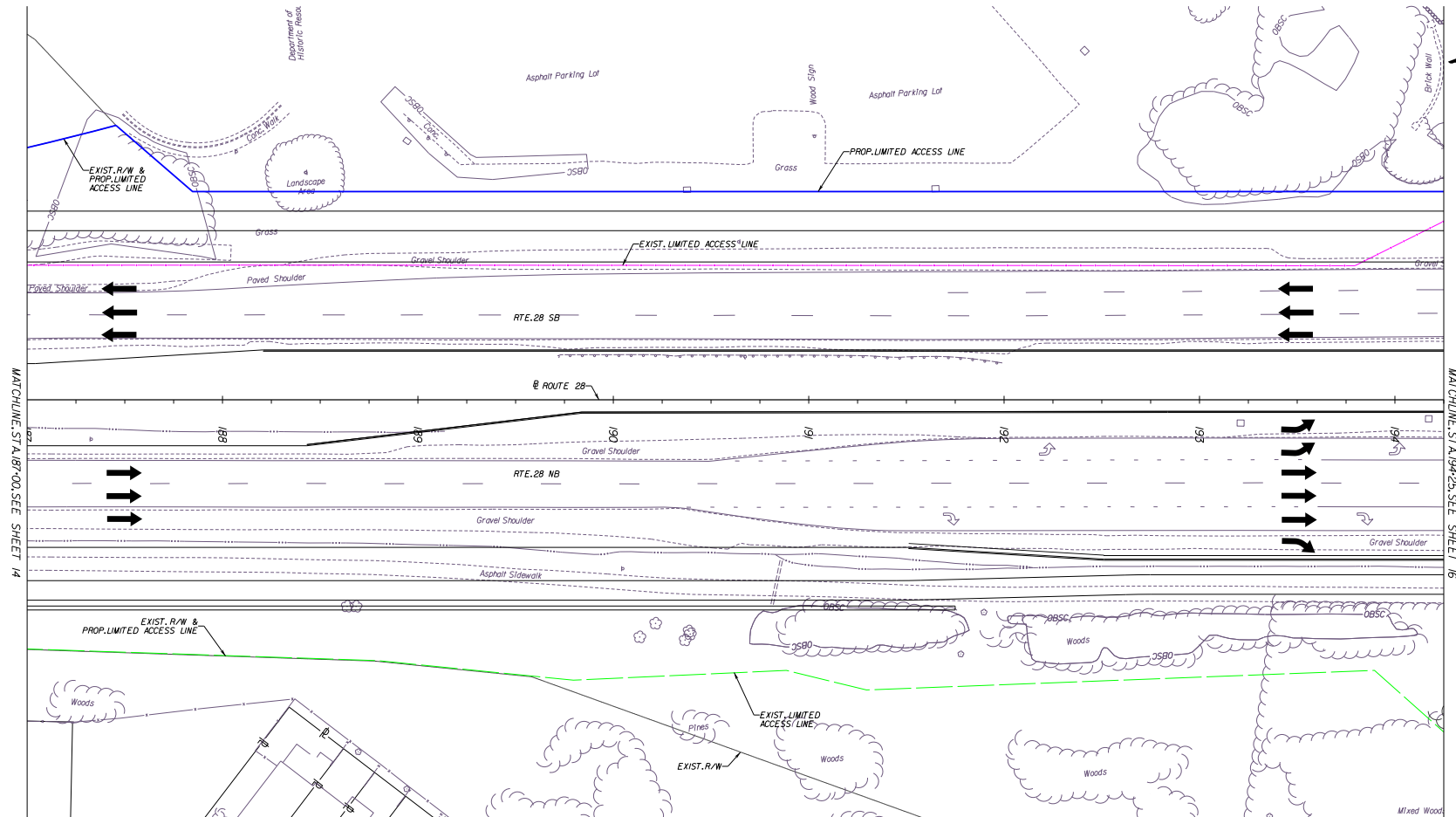
-  PROPOSED RIGHT OF WAY
 PROPOSED LIMITED ACCESS
 EXISTING LIMITED ACCESS
 EXISTING RIGHT OF WAY
 EXISTING LIMITED ACCESS TO BE ABANDONED
 FUTURE LIMITED ACCESS

THESE PLANS ARE UNFINISHED
AND UNAPPROVED AND ARE NOT
TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACQUISITION OF RIGHT OF WAY.

SCALE
0 25' 50'

HNTB

EMERGENCY POLICE - FIRE - RESCUE 911									
FAIRFAX COUNTY, VIRGINIA									
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES									
UTILITIES DESIGN & CONSTRUCTION DIVISION									
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA., 22035-0052									
R						OFFICE OF CAPITAL FACILITIES			
L						703-324-5800			
V						ROUTE 28 WIDENING			
I						PRINCE WILLIAM CO. LINE TO ROUTE 29			
S						LIMITED ACCESS EXHIBIT			
D						STA. 179+50.00 TO STA. 187+00.00			
O						CONTRACT NO.		PROJECT NO.	
N						SCALE	DESIGNED BY: TW	SHEET	
S	Δ#	DESCRIPTION	BY	APPROVED	DATE		DRAFTED BY: DB		
							CHECKED BY: SDF	14	
									FUND #



LEGEND

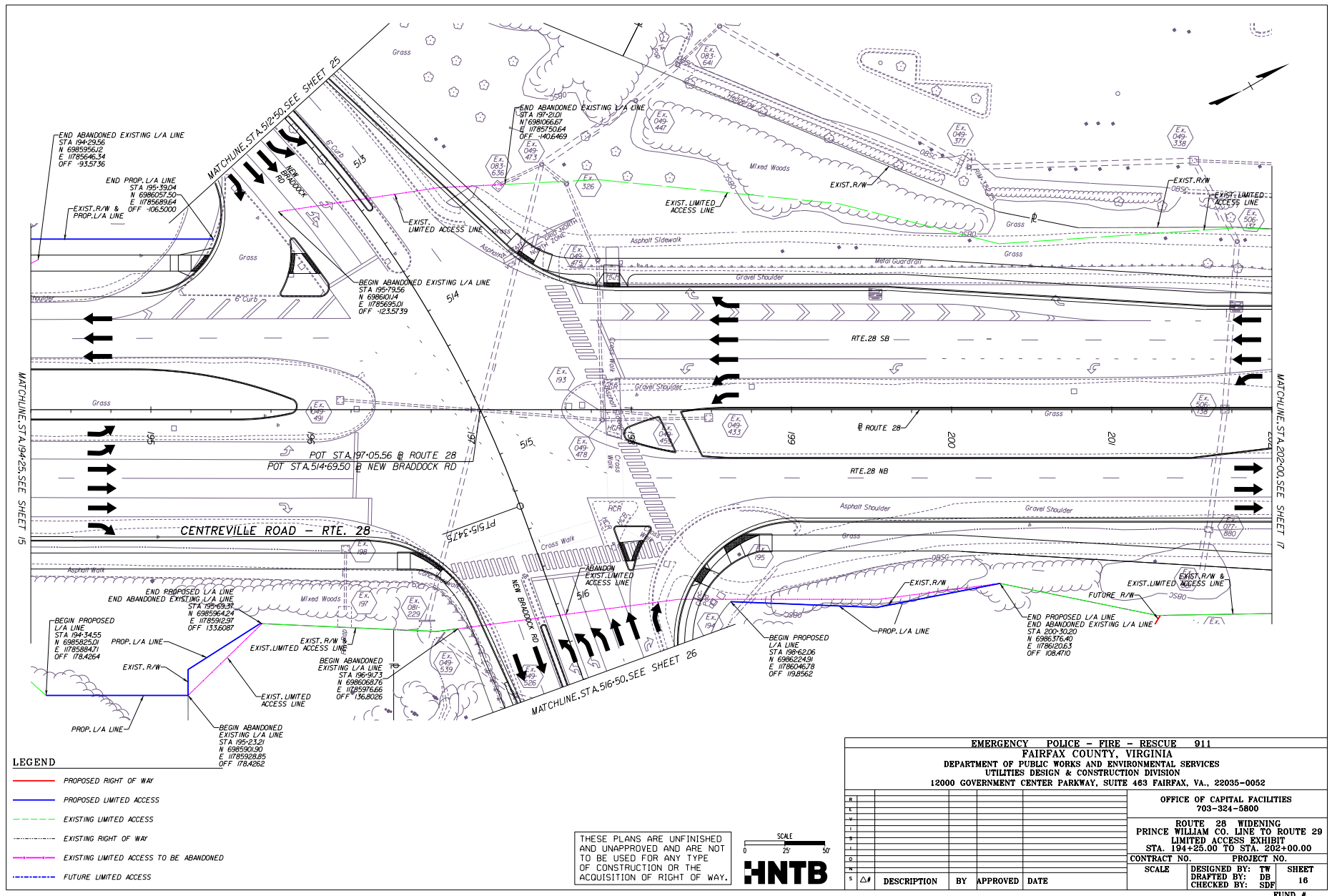
- PROPOSED RIGHT OF WAY
- PROPOSED LIMITED ACCESS
- EXISTING LIMITED ACCESS
- EXISTING RIGHT OF WAY
- EXISTING LIMITED ACCESS TO BE ABANDONED
- FUTURE LIMITED ACCESS

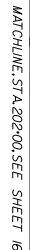
THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

SCALE
0 25' 50'



HNTB

EMERGENCY POLICE - FIRE - RESCUE 911				
FAIRFAX COUNTY, VIRGINIA				
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES				
UTILITIES DESIGN & CONSTRUCTION DIVISION				
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA., 22035-0052				
				OFFICE OF CAPITAL FACILITIES 703-324-5800
				ROUTE 28 WIDENING PRINCE WILLIAM CO. LINE TO ROUTE 29 LIMITED ACCESS EXHIBIT STA. 187+00.00 TO STA. 194+25.00
				CONTRACT NO. PROJECT NO.
				SCALE DESIGNED BY: TW DRAFTED BY: DB CHECKED BY: SDF
				SHEET 15
				FUND #
Δ#	DESCRIPTION	BY	APPROVED	DATE

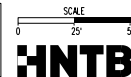




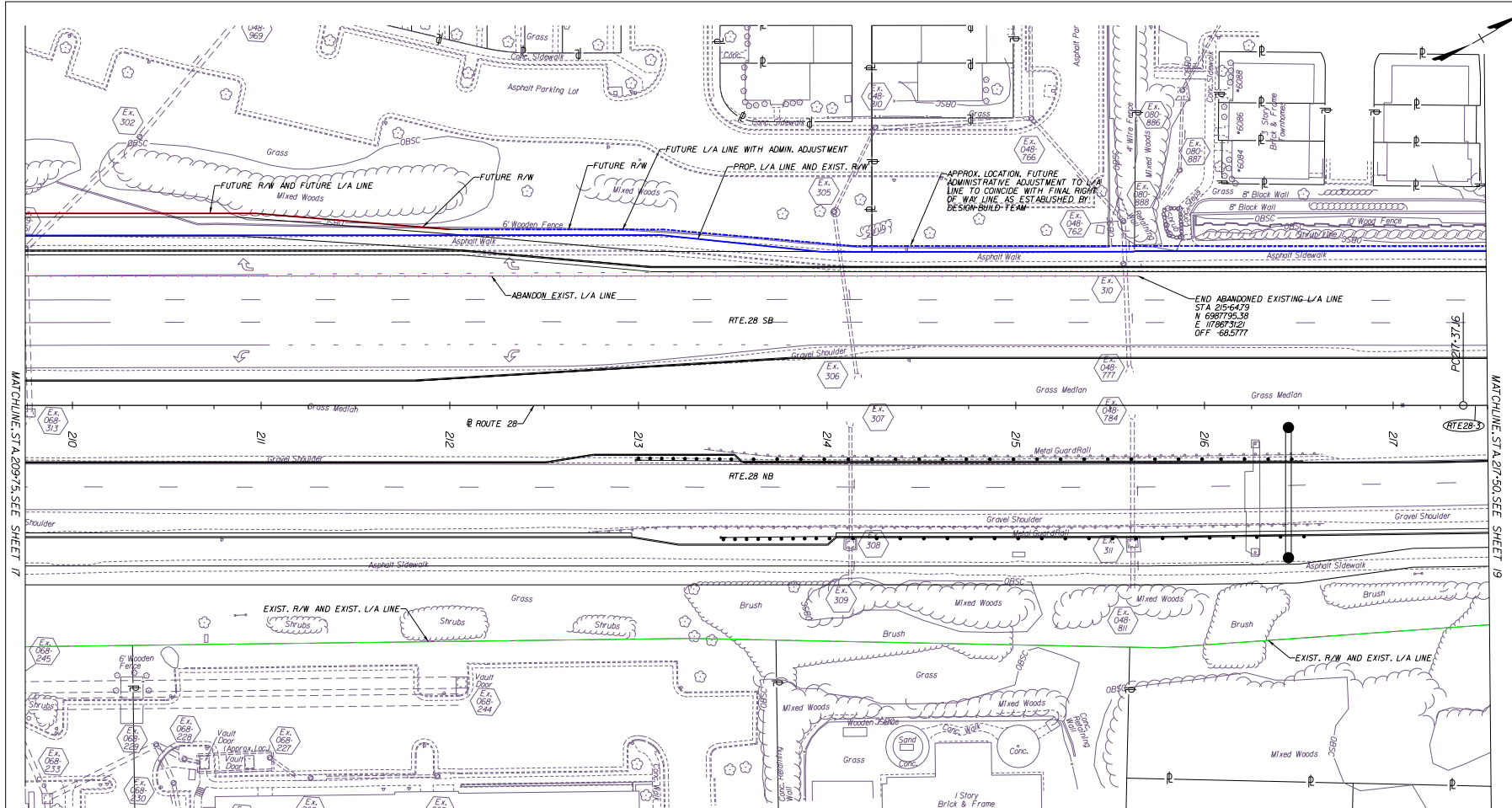
LEGEND

- PROPOSED RIGHT OF WAY
 PROPOSED LIMITED ACCESS
 EXISTING LIMITED ACCESS
 EXISTING RIGHT OF WAY
 EXISTING LIMITED ACCESS TO BE ABANDONED
 FUTURE LIMITED ACCESS



THESE PLANS ARE UNFINISHED
AND UNAPPROVED AND ARE NOT
TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACQUISITION OF RIGHT OF WAY.



EMERGENCY POLICE - FIRE - RESCUE 911						
FAIRFAX COUNTY, VIRGINIA						
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES						
UTILITIES DESIGN & CONSTRUCTION DIVISION						
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA., 22035-0052						
R					OFFICE OF CAPITAL FACILITIES	
E					703-324-5800	
V					ROUTE 28 WIDENING	
I					PRINCE WILLIAM CO. LINE TO ROUTE 29	
F					LIMITED ACCESS EXHIBIT	
A					STA. 202+00.00 TO STA. 209+75.00	
D					CONTRACT NO. PROJECT NO.	
N					SCALE	DESIGNED BY: TW SHEET
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						CHECKED BY: SDF
						FUND #



LEGEND

- PROPOSED RIGHT OF WAY
 PROPOSED LIMITED ACCESS
 EXISTING LIMITED ACCESS
 EXISTING RIGHT OF WAY
 EXISTING LIMITED ACCESS TO BE ABANDONED
 FUTURE LIMITED ACCESS

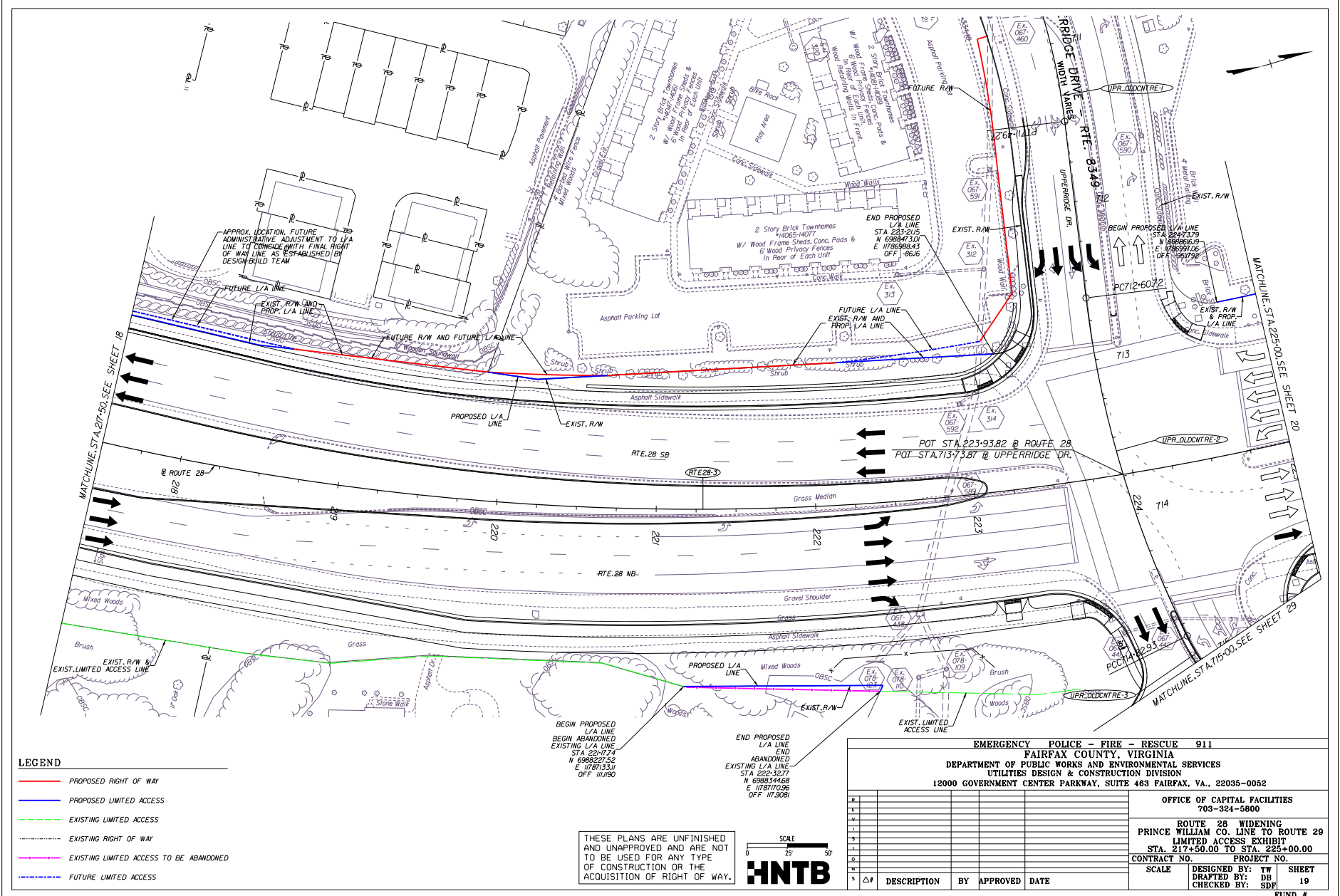
THESE PLANS ARE UNFINISHED
AND UNAPPROVED AND ARE NOT
TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACQUISITION OF RIGHT OF WAY.

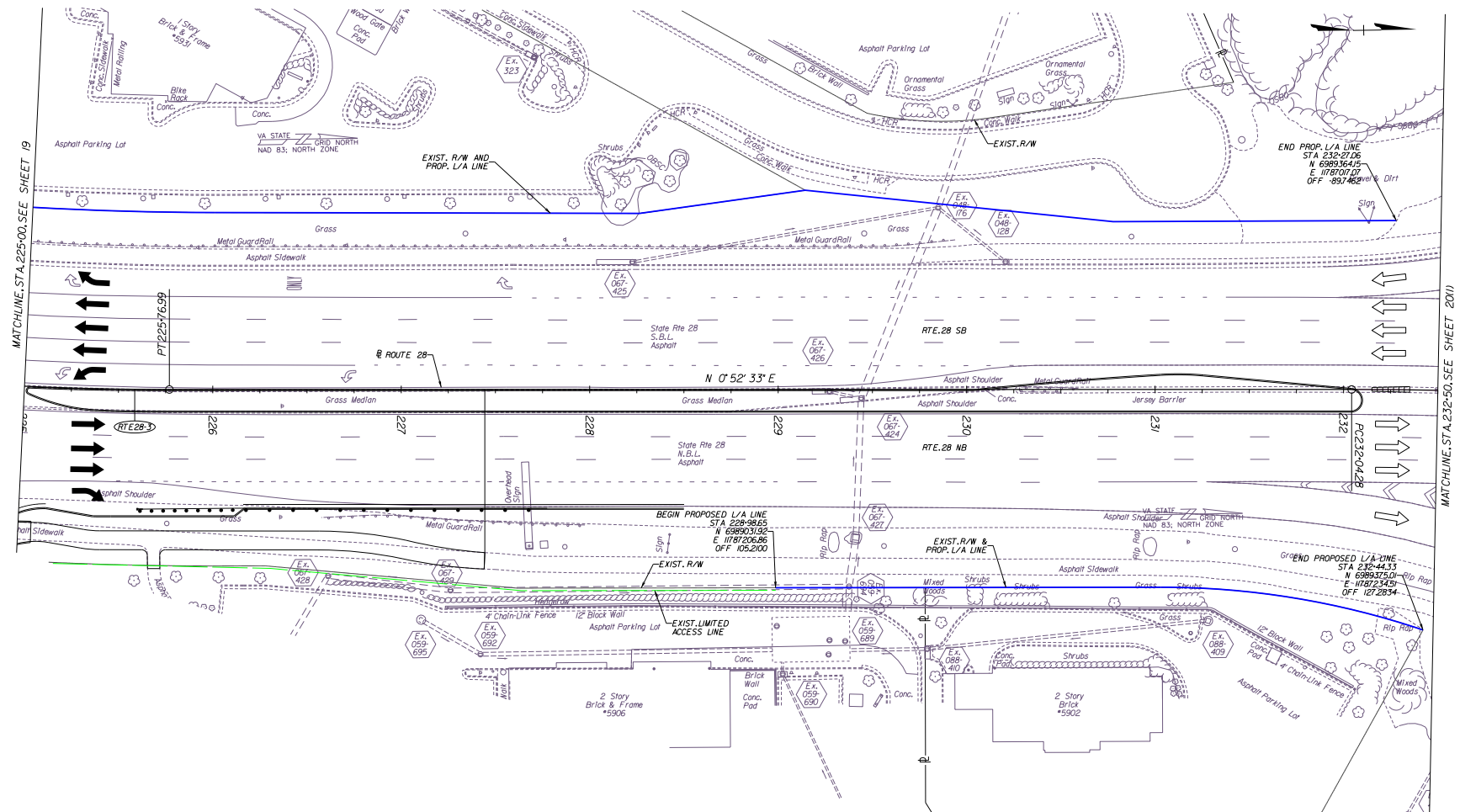
SCALE
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HNTB

EMERGENCY POLICE - FIRE - RESCUE 911				
FAIRFAX COUNTY, VIRGINIA				
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES				
UTILITIES DESIGN & CONSTRUCTION DIVISION				
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OFFICE OF CAPITAL FACILITIES 703-324-5800			
ROUTE 28 WIDENING PRINCE WILLIAM CO. LINE TO ROUTE 29 LIMITED ACCESS EXHIBIT STA. 209+75.00 TO STA. 217+50.00			
CONTRACT NO.		PROJECT NO.	
SCALE	DESIGNED BY: TW	TW	SHEET
	DRAFTED BY: DB	DB	16
	CHECKED BY: SDF	SDF	
FUND #			

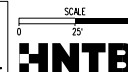




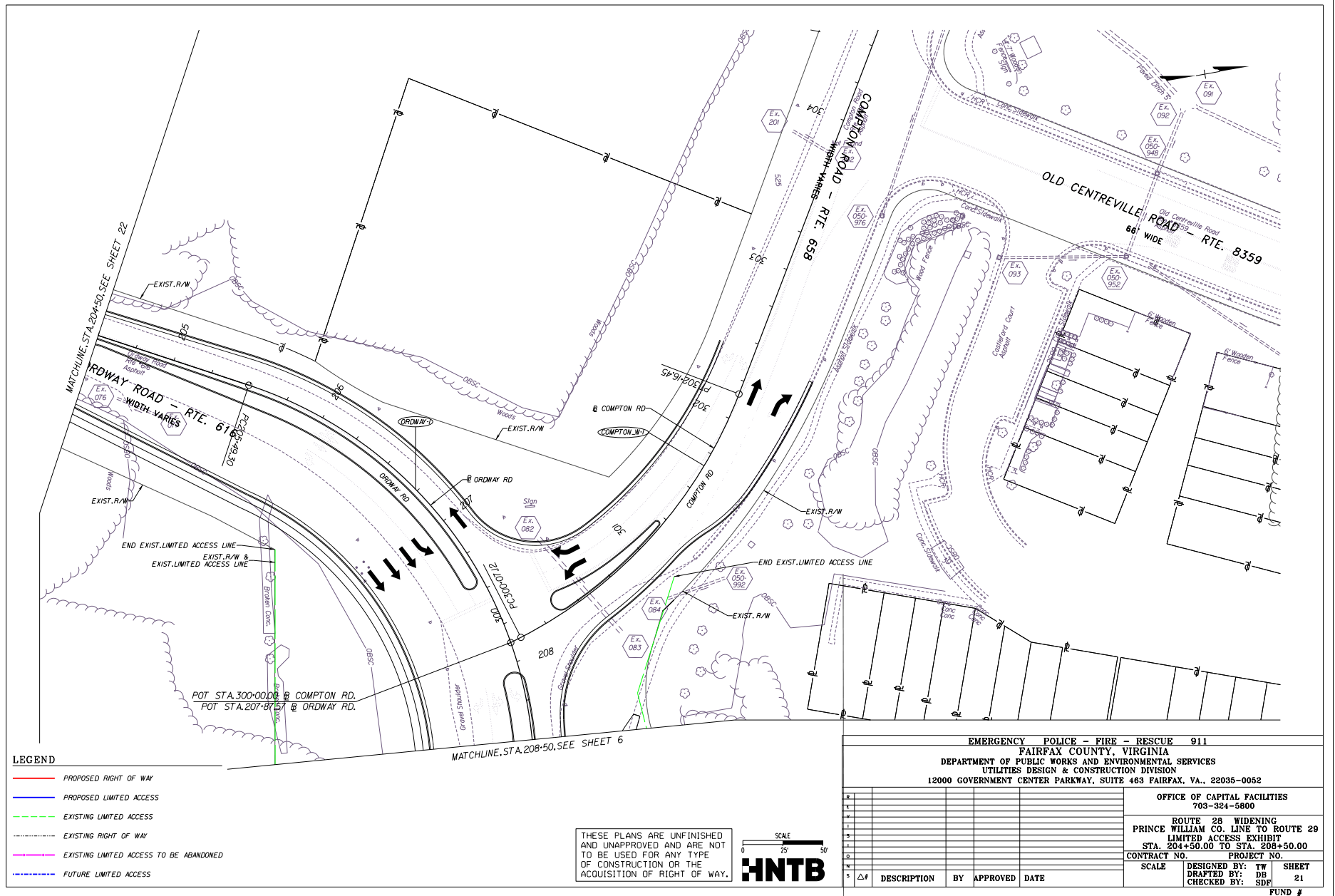
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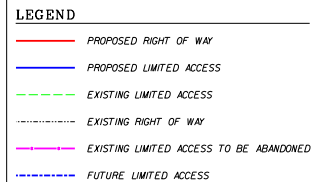
- PROPOSED RIGHT OF WAY
- PROPOSED LIMITED ACCESS
- EXISTING LIMITED ACCESS
- EXISTING RIGHT OF WAY
- EXISTING LIMITED ACCESS TO BE ABANDONED
- FUTURE LIMITED ACCESS

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.



EMERGENCY POLICE - FIRE - RESCUE 911			
FAIRFAX COUNTY, VIRGINIA			
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES			
UTILITIES DESIGN & CONSTRUCTION DIVISION			
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA. 22035-0052			
		OFFICE OF CAPITAL FACILITIES	
		703-324-5800	
		ROUTE 28 WIDENING	
		PRINCE WILLIAM CO. LINE TO ROUTE 29	
		LIMITED ACCESS EXHIBIT	
		STA. 225+00.00 TO STA. 228+50.00	
		CONTRACT NO.	PROJECT NO.
		SCALE	DESIGNED BY: TW
			DRAFTED BY: DB
			CHECKED BY: SDF
			SHEET
			20
			FUND #





SCALE
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EMERGENCY POLICE - FIRE - RESCUE 911				
FAIRFAX COUNTY, VIRGINIA				
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES				
UTILITIES DESIGN & CONSTRUCTION DIVISION				
12000 GOVERNMENT CENTER PARKWAY, SUITE 463 FAIRFAX, VA., 22035-0052				
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S	Δ#	DESCRIPTION	BY	APPROVED DATE

OFFICE OF CAPITAL FACILITIES 703-324-5800	
ROUTE 28 WIDENING PRINCE WILLIAM CO. LINE TO ROUTE 29 LIMITED ACCESS EXHIBIT STA. 715+00.00 TO STA. 721+34.00	
CONTRACT NO.	PROJECT NO.
SCALE	DESIGNED BY: TW DRAFTED BY: DB CHECKED BY: SDF
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FIND #

Limited Access Control Points Stations and Offsets Table

Proposed Limited Access Location			
Begin Station		End Station	
Sta		to Sta	
128+99.94	N 6980261.92 E 11782402.61 O'F -113.5485	136+52.00	N 6980950.70 E 11782760.84 CFF -103.5624
133+95.55	N 6980558.26 E 11782709.80 O'F 133.4382	133+95.55	N 6980601.62 E 11782711.70 CFF 133.4381
137+85.73	N 6981066.67 E 11782627.43 O'F -103.5627	138+35.73	N 6981110.04 E 11782852.32 CFF -103.5628
138+55.40	N 6981088.90 E 1178367.98 O'F 133.8152	140+29.55	N 6981157.62 E 11783158.70 CFF 138.4368
143+99.56	N 6981682.32 E 11783127.29 O'F -110.2305	144+49.56	N 6981643.60 E 11783155.80 CFF -106.0640
156+99.55	N 6982605.87 E 11783590.25 O'F 138.4336	157+49.55	N 6982649.24 E 11784015.14 CFF 138.4335
157+19.37	N 6982736.54 E 11783802.49 O'F -89.46	159+19.41	N 6982910.07 E 11783902.09 CFF -89.46
160+39.56	N 6983014.21 E 11783561.92 O'F -89.46	167+60.85	N 6983639.72 E 11784321.07 CFF -89.46
167+86.02	N 6983661.55 E 11784333.60 O'F -89.46	176+94.94	N 6984459.36 E 11784804.34 CFF -68.52
176+44.55	N 6984297.59 E 11784550.05 O'F 128.4298	176+95.35	N 6984341.64 E 11784975.34 CFF 128.4298
179+40.52	N 6984652.30 E 11784526.67 O'F -68.46	195+39.04	N 6986057.50 E 11785689.64 CFF -106.5000
185+17.55	N 6985097.16 E 11785380.41 O'F 123.4282	185+67.55	N 6985100.52 E 11785405.30 CFF 123.4281
194+34.55	N 6985825.01 E 11785684.71 O'F 178.4264	195+09.37	N 6985964.24 E 11785912.97 CFF 133.6087
198+62.06	N 6986224.91 E 11786646.78 O'F 119.8562	200+30.20	N 6986376.40 E 11786120.63 CFF 108.4710
206+23.86	N 6986986.15 E 11786250.52 O'F -82.50	207+40.82	N 6987088.80 E 11786307.04 CFF -84.60
209+20.12	N 6987246.98 E 11786291.62 O'F -90.30	223+21.15	N 6988473.01 E 11786988.43 CFF -86.16
221+17.74	N 6988217.52 E 11787133.11 O'F 111.1120	222+32.77	N 6988344.68 E 11787170.96 CFF 117.2001
224+73.79	N 6988616.19 E 11786697.06 O'F -95.1792	232+27.06	N 6989364.15 E 11787017.07 CFF -89.7462
228+98.65	N 6989031.92 E 11787206.86 O'F 105.2100	232+44.33	N 6989375.01 E 11787234.51 CFF 127.2834

Existing Limited Access Abandonment			
Begin Station		End Station	
Sta		to Sta	
128+99.94	N 6980261.92 E 11782402.61 OFF -113.5485	136+52.00	N 6980950.70 E 11782760.84 OFF -103.5624
137+55.52	N 6981066.67 E 11783004.91 OFF 118.4374	137+91.16	N 6980950.85 E 11783022.66 OFF 118.4373
138+41.16	N 6980990.74 E 11783060.56 OFF 133.4372	140+29.55	N 6981157.62 E 11783158.70 OFF 138.4368
157+19.37	N 6982736.54 E 11783802.49 OFF -89.46	159+29.56	N 6982908.41 E 11783125.26 OFF -68.5668
160+29.56	N 6982995.13 E 11783975.05 OFF -68.5670	176+94.94	N 6984439.36 E 11784804.34 OFF -68.52
179+40.52	N 6984652.3024 E 11784926.67 OFF -68.46	182+28.07	N 6984901.72 E 11785069.76 OFF -68.57
182+78.07	N 6984945.08 E 11785094.65 OFF -68.5714	194+29.56	N 6985956.12 E 11785646.34 OFF -93.5736
195+23.21	N 6985908.90 E 11785928.85 OFF 178.4262	195+69.37	N 6985954.24 E 11785612.97 OFF 133.6087
195+79.56	N 6986101.14 E 11785695.01 OFF -123.5739	197+21.01	N 6981056.67 E 11785750.64 OFF -140.6469
196+91.73	N 6986068.76 E 11785976.66 OFF 136.8026	200+30.20	N 6986376.40 E 11786120.63 OFF 108.4710
206+23.86	N 6986985.15 E 11786250.52 OFF -82.50	208+04.56	N 6987136.09 E 11786552.67 OFF -68.5763
208+54.56	N 6987179.45 E 11786377.57 OFF -68.5764	215+64.79	N 6987795.38 E 11786731.21 OFF -68.5777
221+17.74	N 6988227.52 E 11787133.11 OFF 111.1190	222+32.77	N 6988344.68 E 11787170.96 OFF 117.9081

Board Agenda Item
February 11, 2020

10:20 a.m.

Matters Presented by Board Members

Board Agenda Item
February 11, 2020

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. *JBG Tysons Hotel LLC v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2019-0017690 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 2. *Fairfax County Police Department and Colonel Edwin C. Roessler Jr., v. Harrison Neal*, Record No. 191129; *Harrison Neal v. Fairfax County Police Department and Colonel Edwin C. Roessler Jr.*, Record No. 191127 (Va. Sup. Ct.)
 - 3. *Paul Boyne v. Fairfax County, Virginia*, Case No. 2:19-cv-1208 (E.D. Va.)
 - 4. *Christopher Alipui v. Detective Brian Byerson, Detective Brendan Miller, MPO Jesse Thornton, PFC Daniel Custer, Lt. Charles Riddle, and Detective Debbie Manes*, Case No. 1:14-cv-103 (E.D. Va.)
 - 5. *Justin Reed v. Fairfax County*, Case No. 1:18-cv-1454 (E.D. Va.)
 - 6. *Willie A. McCallum v. Fairfax County Department of Public Works and Environmental Services*, Case No. 1:19-cv-724 (E.D. Va.)
 - 7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Gregory S. Souders*, Case No. GV19-041522 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven D. Brown and Beth K. Brown*, Case No. GV19-042121 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
 - 9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Franconia Center LLC and Gates of Heaven Ministries, Int'l*, Case No. CL-2020-0000583 (Fx. Co. Cir. Ct.) (Lee District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Patrick Craig Muldoon*, Case No. CL-2019-0000467 (Fx. Co. Cir. Ct.) (Lee District)
11. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Keun Hoon Lee and Yong Ja Lee*, Case No. CL-2019-0000700 (Fx. Co. Cir. Ct.) (Lee District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shafiqul Sikder*, Case No. CL-2019-0013845 (Fx. Co. Cir. Ct.) (Lee District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Barbara J. Vereen and David Vereen*, Case Nos. GV19-023082 and GV19-023096 (Fx. Co. Gen. Dist. Ct.) (Lee District)
14. *Board of Supervisors of Fairfax County, Virginia v. Blake D. Ratcliff and Sara B. Ratcliff*, Record No. 191128 (Va. Sup. Ct.) (Mason District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jean Marie Maria*, Case No. CL-2020-0000945 (Fx. Co. Cir. Ct.) (Mason District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rose G. Bledsoe and John D. Bledsoe*, Case No. CL-2020-0001176 (Fx. Co. Cir. Ct.) (Mason District)
17. *Christopher Farrell v. Fairfax County Board of Supervisors and Virginia Department of Transportation*, Case No. CL-2020-0000569 (Fx. Co. Cir. Ct.) (Mason District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Franklin B. Benabise, Jr., and Paula K. Kneeland-Benabise*, Case No. GV20-000883 (Fx. Co. Gen. Dist. Ct.) (Mason District)
19. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Franklin B. Benabise, Jr. and Paula K. Kneeland-Benabise*, Case No. GV20-000882 (Fx. Co. Gen. Dist. Ct.) (Mason District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mahlon C. Hawker*, Case No. CL-2019-0015198 (Fx. Co. Cir. Ct.) (Mount Vernon 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. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Chiang Ching Kuo Foundation for International Scholarly Exchange, and Greensboro Square Association of Unit Owners, Inc.*, Case No. CL-2019-0013382 (Fx. Co. Cir. Ct.) (Providence District)

23. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Martin D. Siegel Living Trust, and Greensboro Square Association of Unit Owners, Inc.*, Case No. CL-2019-0013383 (Fx. Co. Cir. Ct.) (Providence District)
24. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Martinez Properties, LC, and Greensboro Square Association of Unit Owners, Inc.*, Case No. CL-2019-0013384 (Fx. Co. Cir. Ct.) (Providence District)
25. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Rouben A. Yedigarian, and Greensboro Square Association of Unit Owners, Inc.*, Case No. CL-2019-0013385 (Fx. Co. Cir. Ct.) (Providence District)
26. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. 8373B Greensboro, LLC, and Greensboro Square Association of Unit Owners, Inc.*, Case No. CL-2019-0013457 (Fx. Co. Cir. Ct.) (Providence District)
27. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Hummingbird Holdings, LLC, and Greensboro Square Association of Unit Owners, Inc.*, Case No. CL-2019-0013494 (Fx. Co. Cir. Ct.) (Providence District)
28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Israel H. Clavijo and Wendy K. Clavijo*, Case No. GV19-029512 (Fx. Co. Gen. Dist. Ct.) (Providence District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Victor R. Espinoza and Maria M. Espinoza*, Case No. GV20-002280 (Fx. Co. Gen. Dist. Ct.) (Providence District)
30. *Gary S. Pisner v. Leslie B. Johnson, Fairfax County Zoning Administrator*, Record No. 191343 (Va. Sup. Ct.) (Springfield District)
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Vanessa E. Garcilazo and Wendy L. Ventura Espinozo*, Case No. CL-2019-0002725 (Fx. Co. Cir. Ct.) (Springfield District)

Board Agenda Item
February 11, 2020

3:30 p.m.

Public Hearing on SEA 95-P-022 (Burke Petroleum Realty LLC) to Amend SE 95-P-022, Previously Approved for a Service Station with Quick Service Food Store with a Waiver of the Minimum Lot Width and Lot Size Requirements in a Highway Corridor Overlay District, to Permit the Modification of Development Conditions, Located on Approximately 23,994 Square Feet of Land Zoned C-8, SC and HC (Providence District)

This property is located at 2081 Chain Bridge Rd., Vienna, 22182. Tax Map 39-1 ((3)) 1A.

PLANNING COMMISSION RECOMMENDATION:

On January 8, 2020, the Planning Commission voted 11-0 (Commissioner Ulfelder was absent from the meeting) to recommend to the Board of Supervisors approval of SEA 95-P-022, subject to the development conditions dated December 23, 2019.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

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

Board Agenda Item
February 11, 2020

3:30 p.m.

Public Hearing on SE 2019-SU-019 (Milestone Tower Limited Partnership IV D/B/A Milestone: T-Mobile) to Permit a Telecommunication Facility, Located on Approximately 12.26 Acres of Land Zoned R-1 and WS (Sully District)

This property is located adjacent to 4920 Stringfellow Rd., Centreville, 20120. Tax Map 55-1 ((3)) 45, 46 and 46A.

The Board of Supervisors deferred this public hearing at the January 28, 2020, meeting until February 11, 2020, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On January 15, 2020, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Approval of SE 2019-SU-019, subject to the development conditions dated January 15, 2020; and
- Modification of Sect. 13-302 of the Zoning Ordinance for the transitional screening and barrier requirements along the eastern, northern, and western boundaries of the subject property in favor of the existing conditions as depicted on the SE Plat.

In a related action, the Planning Commission voted 12-0 to find that the telecommunication facility proposed under 2232-Y-19-8 satisfies the criteria of location, character, and extent as specified in Sect. 15.2-2232 of the *Code of Virginia*, as amended, and is substantially in accord with the provisions of the Comprehensive Plan.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)
Evelyn Mitchell, Planner, DPD

Board Agenda Item
February 11, 2020

3:30 p.m.

Public Hearing to Consider Proposed Amendments to the Uniformed Retirement System Ordinance

ISSUE:

Public hearing on proposed amendments to Article 3 of Chapter 3 of the Code of the County of Fairfax, which sets forth the ordinance for the Fairfax County Uniformed Retirement System (URS).

RECOMMENDATION:

The County Executive recommends that the Board approve the proposed amendments to the URS ordinance for the purpose of changing certain provisions with respect to severe service-connected disabilities. The URS Board of Trustees has reviewed and supports the proposed amendments.

TIMING:

On January 14, 2020, the Board authorized advertisement of a public hearing on February 11, 2020, at 3:30 p.m.

BACKGROUND:

At the November 26, 2019, meeting of its Personnel Committee, the Board was presented with several proposed amendments to severe service-connected provisions in the URS ordinance that have been requested by the URS Board of Trustees. In response, the Board directed that these amendments be scheduled as soon as possible for a public hearing.

The URS has two levels of service-connected disability benefits; ordinary service-connected disability that pays 40 percent of the salary the individual would receive at retirement and severe service-connected disability that pays 90 percent of the salary an individual would receive at retirement. This categorization of service-connected disabilities was made as part of a 1996 comprehensive study of URS disability benefits; which resulted in creation of the severe service-connected disability category.

As defined in 1996, members are only eligible to be considered for the higher severe service-connected disability benefit if they have one of the following 11 impairments suffered while on duty:

Board Agenda Item
February 11, 2020

- Loss of both hands or both feet
- Loss of one hand and one foot
- Loss of one hand and the sight of one eye
- Loss of one foot and the sight of one eye
- Loss of the sight of both eyes
- Paralysis, either paraplegia or quadriplegia
- Cancers determined to be compensable by the Virginia Workers' Compensation Commission which were caused by documented contact with a toxic substance, pursuant to Section 65.2-402(c) of the *Virginia Code*
- Loss of speech
- Loss of hearing
- A mental incapacity that meets the criteria for disability benefits under the Federal Old-Age Survivors' and Disability Insurance Act
- Hepatitis C

At their June 2019 meeting, the URS Board of Trustees was presented with and ultimately approved an application for service-connected disability retirement from a firefighter who is suffering from respiratory and other conditions resulting from his acute exposure to hazardous chemicals while responding to a significant industrial fire. However, because this impairment was not on the list of 11 impairments qualifying for severe service-connected disability, he could only be approved at the 40 percent disability level. Given the severe and permanent nature of this firefighter's impairment, staff and the URS Board believe that this type of service-connected condition should be added to the list of impairments qualifying for severe service-connected disability benefits and that the change be retroactive to June 1, 2019 to allow for the URS to consider approving this individual for severe service-connected disability.

In addition, since 1996 when the list of severe service-connected impairments was enacted, Hepatitis C is now no longer considered to be a permanent condition in over 90 percent of cases. Thus, it is recommended that the language describing this impairment be updated to only provide severe service-connected disability benefits for those whose Hepatitis C condition is permanent and incurable.

PROPOSED AMENDMENTS:

The proposed URS ordinance amendments, if adopted, would be effective retroactively to June 1, 2019. These changes would:

- Add Occupational Asthma, Occupational Pneumonitis, or Chronic Obstructive Pulmonary Disease (COPD) caused by documented exposure to toxic substances in the workplace or on the job to the list of severe service-connected disability impairments
- Amend the language for Hepatitis C to limit eligibility for severe service-connected disability benefits to individuals whose condition is permanent

Board Agenda Item
February 11, 2020

FISCAL IMPACT:

These changes do not represent benefit enhancements, would not impact the URS's funded status, and would not require an increase in the County's contribution to URS.

ENCLOSED DOCUMENTS:

Attachment 1: Amendments to Chapter 3, Article 3 (with changes noted)

STAFF:

Joseph Mondoro, Chief Financial Officer

Jeff Weiler, Executive Director, Fairfax County Retirement Systems

ASSIGNED COUNSEL:

Benjamin R. Jacewicz, Assistant County Attorney

Section 3-3-37.2. - Severe service-connected disability retirement.

(d) *Severe disability* shall mean an impairment from the list below that permanently incapacitates the member from performing the necessary duties of the position in which he or she had been employed prior to sustaining the impairment.

1. Schedule of impairments:

- (A) Loss of both hands or both feet;
- (B) Loss of one hand and one foot;
- (C) Loss of one hand and the sight of one eye;
- (D) Loss of one foot and the sight of one eye;
- (E) Loss of the sight of both eyes;
- (F) Paralysis, either paraplegia or quadriplegia;
- (G) Cancers determined to be compensable by the Virginia Workers' Compensation Commission which were caused by documented contact with a toxic substance, pursuant to Section 65.2-402(c) of the *Virginia Code* ;
- (H) Loss of speech;
- (I) Loss of hearing;
- (J) A mental incapacity that meets the criteria for disability benefits under the Federal Old-Age Survivors' and Disability Insurance Act;
- (K) ~~Hepatitis~~ Chronic Hepatitis C determined to be compensable by the Workers' Compensation Commission which was caused by documented exposure to HCV-positive blood or other potentially infectious material (OPIM) in the workplace or during work-related activities, as described in Section 65.2-402.1(a) of the Virginia Code; or
- (L) Occupational Asthma, Occupational Hypersensitivity Pneumonitis, or Chronic Obstructive Pulmonary Disease (COPD) determined to be compensable by the Virginia Workers' Compensation Commission which was caused by documented exposure to a toxic substance in the workplace or during work-related activities, as described in Section 65.2-402(c) of the Virginia Code, or otherwise determined to be compensable as an injury by accident by the Virginia Workers' Compensation Commission. This condition, added on {date} is to be applied retroactively to any service-connected disability applications submitted on or after June 1, 2019

Board Agenda Item
February 11, 2020

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Article 14 – Outdoor Lighting and Related Provisions

ISSUE:

The proposed amendment updates the outdoor lighting standards by adding a correlated color temperature standard and revising the exemptions for lighting on lots with single family dwellings, motion-activated lighting, and the standards for sports illumination plans.

PLANNING COMMISSION RECOMMENDATION:

On January 8, 2020, the Planning Commission held its public hearing and deferred its decision to January 15, 2020. On January 15, 2020, the Planning Commission voted 11-0 (Commissioner Sargeant recused himself from the vote) to recommend to the Board of Supervisors adoption of the proposed Zoning Ordinance amendment regarding outdoor lighting, as set forth in the Staff Report dated November 19, 2019, with the following options: a) a turn-off time of 10:00 PM for the lighting of sports fields or courts approved with a sports illumination plan on properties that are both zoned to a residential district and developed with a single family dwelling; and b) a maximum of 4,000 lumens for exempt motion activated lighting on lots developed with single family dwellings. The Planning Commission further recommended that the amendment become effective at 12:01 a.m., the day following adoption.

Additionally, the Planning Commission voted 12-0 to recommend, as part of a follow-on motion, that review of additional zoning provisions to protect dark skies around astronomical facilities be included on the Zoning Ordinance Amendment Work Program either as part of the overall green initiatives or as a stand-alone amendment. A link to the verbatim copy of the Planning Commission's discussion is included as Attachment 2.

RECOMMENDATION:

The County Executive recommends adoption of the amendment as recommended by the Planning Commission.

TIMING:

Board of Supervisors authorization – November 19, 2019
Planning Commission public hearing – January 8, 2020
Planning Commission decision – January 15, 2020
Board of Supervisors public hearing – February 11, 2020

BACKGROUND:

The proposed amendment addresses outdoor lighting topics identified on the 2019 Zoning Ordinance Amendment Work Program pertaining to:

- Single family residential exemptions
- Motion-activated security lighting exemptions
- Outdoor sports facilities
- Architectural Review Board (ARB) review of sports illumination plans (SIPs)

In addition to addressing these topics, staff recommends adding a maximum correlated color temperature, similar to that recently adopted in the Public Facilities Manual (PFM).

Staff has researched the topic and received input from stakeholders and citizens. The revisions are proposed in order to further the purpose and intent of the outdoor lighting performance standards, including reducing glare and excessive illumination and promoting safety and energy conservation. Specifically, the amendment proposes:

- 1) A maximum correlated color temperature of 3,000K that would apply to all light fixtures, including residential, with an exception for sports fields and courts of up to 5,700K.
- 2) To reduce the lumens allowed for exempt fixtures on lots developed with single family dwellings from 2,000 to 1,500 lumens.
- 3) To reduce the lumens allowed for exempt motion-activated security lighting on lots developed with single family dwellings from 6,000 to 4,000 lumens.
- 4) To replace the standard for exempt motion-activated security lighting bulbs to not be visible at five feet above the property line with a requirement for the light to be aimed and directed within the property.
- 5) To revise the turn-off time from 11:00 PM to 10:00 PM for lighting of private outdoor playing fields or courts that are subject to an SIP and located on properties that are both residentially zoned and developed with a single family residential use.
- 6) Other minor revisions for SIPs, including the review of stand-alone submissions of SIPs within Historic Overlay Districts by the Architectural Review Board.
- 7) To include grandfathering such that the new standards would apply to new or replacement outdoor lighting fixtures. Routine fixture maintenance, such as changing light bulbs, does not constitute replacement if it does not result in a higher lumen output or a color temperature that exceeds the proposed standards.

A more detailed discussion is set forth in the Staff Report, a link to which is provided at the end of this document.

Board Agenda Item
February 11, 2020

REGULATORY IMPACT:

The proposed amendment revises the performance standards applicable to the installation of new outdoor lighting fixtures or the replacement of existing fixtures.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – The Staff Report can be found online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/zoning%20ordinance/proposed%20amendments/outdoorlighting.pdf>

Attachment 2 – The Planning Commission Verbatim can be found online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2020%20verbatim/verbatim01152020zoaarticle14outdoorlightingandrelatedprovisions.pdf>

STAFF:

Rachel Flynn, Deputy County Executive

Barbara Byron, Director, Department of Planning and Development (DPD)

Leslie B. Johnson, Zoning Administrator, DPD

Andrew Hushour, Deputy Zoning Administrator, DPD

Carmen Bishop, Principal Planner, DPD

ASSIGNED COUNSEL:

Cherie L. Halyard, Assistant County Attorney