

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
June 9, 2020**

**AGENDA**

2:00                      **Done**                      Items Presented by the County Executive

**ADMINISTRATIVE  
ITEMS**

- |   |                 |  |
|---|-----------------|--|
| 1 | <b>Approved</b> | Streets into the Secondary System (Braddock, Providence, and Sully Districts)  |
| 2 | <b>Approved</b> | Additional Time to Commence Construction for Special Exception SE 2016-LE-002, PMG Mid Atlantic, LLC (Lee District)  |
| 3 | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider Proposed Amendments to the Police Officers Retirement System Ordinance   |
| 4 | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend the Fairfax County Code by Adopting Article 3 to Chapter 7 Relating to Establishing Voter Satellite Offices for Absentee in Person Voting Under Virginia Code Section 24.2-701.2   |
| 5 | <b>Approved</b> | Approval of Supplemental Appropriation Resolution AS 20243 for the Department of Family Services to Accept Grant Funding from Virginia Department for Aging and Rehabilitative Services as a Result of Funding Made Available to Address the COVID-19 Pandemic for Programs Administered as Part of the Area Agency on Aging |
| 6 | <b>Approved</b> | Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Mason District)  |
| 7 | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider Adopting a Reduction in the Late Payment Penalty Ordinances for Real Estate and Personal Property Taxes for Tax Year 2020  |
| 8 | <b>Approved</b> | Street into the Secondary System (Braddock District)   |

**ACTION ITEMS**

- |   |                 |  |
|---|-----------------|--|
| 1 | <b>Approved</b> | Approval of Temporary Suspension of the Application of Sections of Chapter 12 of the Personnel Regulations to Permit a Moratorium on Formal, Written Performance Evaluations for Non-Public Safety and Non-Probationary Employees for the Evaluation Period Ending June 30, 2020 |
|---|-----------------|--|

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
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**ACTION ITEMS  
(continued)**

- |   |                  |   |
|---|------------------|---|
| 2 | <b>Withdrawn</b> | Approval of a Parking Reduction for One University (Braddock District)  |
| 3 | <b>Approved</b>  | Authorization for Amendment to the Purchase and Sale Agreement for the Sale of the West Drive Property to the City of Fairfax   |
| 4 | <b>Approved</b>  | Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC   |
| 5 | <b>Approved</b>  | Approval of and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Implementation of Route 28 Widening from Route 29 to Prince William County Line (Sully and Springfield Districts) |
| 6 | <b>Approved</b>  | Approval of and Authorization to Execute an Agreement with the Washington Metropolitan Area Transit Authority for the First Amendment to the WMATA Fiscal Year 2020 Capital Funding Agreement   |
| 7 | <b>Approved</b>  | Action on Election Results and Appointment to the McLean Community Center Governing Board (Dranesville District)  |
| 8 | <b>Approved</b>  | Approval of Name Changes for the West Falls Church UVA/VT and Tysons Corner Metrorail Stations (Dranesville and Providence Districts)   |

**PUBLIC  
HEARINGS**

- |      |   |   |
|------|---|---|
| 3:00 | <b>Deferred to 9/15/20<br/>at 3:30 p.m.</b> | Public Hearing on PCA 89-D-007-02 and SE 2019-DR-012 (Milestone Tower Limited Partnership IV D/B/A Milestone; Fairfax County School Board) (Dranesville District) |
| 3:00 | <b>Approved</b>                             | Public Hearing on RZ 2019-PR-017, PCA 88-D-005-011, and SEA 94-P-040-04 (Tamares 7950 Owner LLC) (Providence District)  |
| 3:00 | <b>Approved</b>                             | Public Hearing on SE 2020-SU-004 (Haft/Equities-Sully Plaza Limited Partnership) (Sully District)   |
| 3:00 | <b>Deferred to 6/23/20<br/>at 4:00 p.m.</b> | Public Hearing on SEA 2006-HM-017-02 (Centreville Road LC) (Hunter Mill District)   |



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
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**PUBLIC  
HEARINGS  
(continued)**

3:30	<b>Approved</b>	Public Hearing on AF 2019-DR-004 (Mane Manor LLC and Normandy Farm LLC) (Dranesville District)
3:30	<b>Approved</b>	Public Hearing to Lease County-Owned Property at 14005 Vernon Street to STC THREE, LLC (Sully District)
3:30	<b>Approved</b>	Public Hearing to Lease County-Owned Property at 3721 Stonecroft Boulevard to STC THREE, LLC (Sully District)
3:30	<b>Approved</b>	Public Hearing to Lease County-Owned Property at 7936 Telegraph Road to STC THREE, LLC (Lee District)
3:30	<b>Approved</b>	Public Hearing to Lease County-Owned Property at 7801 Maritime Lane to STC THREE, LLC (Springfield District)
4:00	<b>Approved</b>	Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic
4:00	<b>Approved with amendment</b>	Public Hearing on Proposed Plan Amendment 2018-CW-2CP, Natural Landscaping at County Facilities
4:00	<b>Done</b>	Closed Session

Board Agenda Item  
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2:00 p.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Streets into the Secondary System (Braddock, Providence, and Sully Districts)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the streets listed below be added to the State Secondary System:

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Kenilworth	Braddock	Caprino Court
Willow Creek Estates Section 3	Providence	Tradewind Court
Willow Creek Estates Section 3	Providence	Tradewind Drive
The Prentiss/Copley Investment Group - Trinity Centre	Sully	Trinity Parkway
The Prentiss/Copley Investment Group - Trinity Centre	Sully	Trinity Place

TIMING:

Routine.

BACKGROUND:

Inspection has been made of these streets, and they are recommended for acceptance into the State Secondary System.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:  
Attachment 1 – Street Acceptance Forms

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

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b>  <b>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</b>		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b>  REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.  <b>PLAN NUMBER:</b> 5909-SD-001 <b>SUBDIVISION PLAT NAME:</b> Kenilworth <b>COUNTY MAGISTERIAL DISTRICT:</b> Braddock	
<b>ENGINEERING MANAGER: Houda A. Ali, PMP</b> <b>BY:</b> <u><i>Nadia Alphonse</i></u>		<b>FOR OFFICIAL USE ONLY</b>  <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u><i>04/07/2020</i></u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Caprino Court	CL Braddock Road (Route 620) - 310' N CL Dequincey Drive (Route 4810)	358' W to Beginning of Temporary Turnaround Easement	0.07
<b>NOTES:</b>			<b>TOTALS:</b> 0.07
5' Concrete Sidewalk on Both Sides to be maintained by VDOT.			

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b>  <b>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</b>		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b>  REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.  <b>PLAN NUMBER: 8655-SD-003</b> <b>SUBDIVISION PLAT NAME: Willow Creek Estates Section 3</b> <b>COUNTY MAGISTERIAL DISTRICT: Providence</b>	
<b>ENGINEERING MANAGER: Houda A. Ali, PMP</b>  BY: <u><i>Nadia Alphonse</i></u>		<b>FOR OFFICIAL USE ONLY</b>  <b>DATE OF VDOT INSPECTION APPROVAL: <u>04/10/2020</u></b>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Tradewind Drive	Existing Tradewind Drive - 139' N CL Wheatland Farms Drive (Route 8840)	490' NE to Existing Tradewind Drive	0.09
Tradewind Court	CL Tradewind Drive - 374' S CL Willow Creek Lane (Route 8844)	653' NW to End of Cul-de-Sac	0.12
<b>TOTALS:</b>			0.21

**NOTES:**  
 Tradewind Drive: 5' Concrete Sidewalk on East Side to be maintained by VDOT.  
 Tradewind Court: 5' Concrete Sidewalk on North Side to be maintained by VDOT.

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b>  <b>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</b>		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b>  REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.  <b>PLAN NUMBER:</b> 7265-SP-02 <b>SUBDIVISION PLAT NAME:</b> The Prentiss/Copley Investment Group - Trinity Centre <b>COUNTY MAGISTERIAL DISTRICT:</b> Sully	
<b>ENGINEERING MANAGER:</b> Houda A. Ali, PMP <b>BY:</b> <u>Nadia Alphonse</u>		<b>FOR OFFICIAL USE ONLY</b>  <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>03/25/2020</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Trinity Parkway	CL Lee Highway (Route 29) at Intersection with Machen Road (Route 5401)	4,113" NE to CL Lee Highway (Route 29)	0.78
Trinity Place	CL Trinity Centre Parkway - 612' N CL Lee Highway (Route 29)	580" E to End of Cul-de-Sac	0.11
<b>TOTALS:</b>			0.89

**NOTES:**  
 Trinity Parkway: 6' Concrete Sidewalk on the South Side to be maintained by VDOT.  
 Trinity Parkway: 8' Asphalt Trail on the East Side to be maintained by Fairfax County.

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ADMINISTRATIVE - 2

Additional Time to Commence Construction for Special Exception SE 2016-LE-002, PMG Mid Atlantic, LLC (Lee District)

ISSUE:

Board consideration of additional time to commence construction for SE 2016-LE-002, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve twenty-four (24) months additional time for SE 2016-LE-002 to July 1, 2022.

TIMING:

Routine.

BACKGROUND:

Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On December 6, 2016, the Board of Supervisors approved Special Exception SE 2016- LE-002, subject to development conditions. The application was filed in the name of PMG Mid Atlantic, LLC, to permit a service station, quick-service food store, and a car wash in highway corridor overlay district. The property is zoned C-5, and HC, and is located at 6201 Franconia Road, Tax Map 81-3 ((5)) (see Locator Map in Attachment 1).

Service stations, quick-service food stores, and car washes are Category 5 special exception uses, and are permitted pursuant to Section 9-505 of the Fairfax County Zoning Ordinance. The Special Exception was approved with a provision that the use be established, or construction be commenced and diligently prosecuted within 30 months of the approval date unless the Board grants additional time. The development



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conditions for SE 2016-LE-002 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On February 12, 2020, the Department of Planning and Development (DPD) received a letter dated February 7, 2020, from Teresa Caccam, agent for the Applicant, requesting twenty-four (24) months of additional time (see Attachment 3). While the current expiration date is July 1, 2020, the approved Special Exception will not expire pending the Board's action on the request for additional time.

The applicant has been diligently working to commence construction and establish the use. The site plan for the site has been fully approved, and the building permit for the convenience store, fueling canopy and the car wash have been reviewed and approved. These permits are currently awaiting completion of the bonding and agreements process. Ms. Caccam states that the applicant would like to allow the existing on-site tenant, who has occupied the space for some time, sufficient time to finalize current projects, then choose to create a new lease option with the applicant or relocate their business elsewhere. The applicant does not want to upend the business abruptly by starting redevelopment and wants to give the tenant an opportunity to choose if they will continue to occupy the site after redevelopment. Ms. Caccam further states that due to the current health pandemic the applicant would like to give the tenant additional time to stabilize their business prior to making any major business decisions.

Staff has reviewed Special Exception SE 2016-LE-002 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance. Further, staff knows of no change in land use circumstances that affects compliance of SE 2016-LE-002 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. Finally, the conditions associated with the Board's approval of SE 2016-LE-002 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twenty-four (24) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Clerk's Letter dated December 7, 2016, to Keith C. Martin

Attachment 3: Letter dated February 7, 2020, to Leslie B. Johnson

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STAFF:

Rachel Flynn, Deputy County Executive

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

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

Suzanne Wright, Chief, Conformance Review & Acceptance Branch, ZED, DPD

Jeffery C. Hermann, Chief, Site Analysis Section, FCDOT

Denise James, Chief, Environment & Development Review Branch, Planning Division,  
DPD

Jerrell Timberlake, Staff Coordinator, ZED, DPD

**Rezoning Application****RZ 2016-LE-006**

Applicant: PMG MID ATLANTIC, LLC  
 Accepted: 03/01/2016  
 Proposed: SERVICE STATION AND MINI-MART WITH CAR WASH

Area: 41285 SF OF LAND; DISTRICT - LEE

Zoning Dist Sect:

Located: SOUTHWEST QUADRANT OF THE INTERSECTION OF FRANCONIA ROAD WITH GROVEDALE DRIVE

Zoning: FROM C- 5 TO C- 5, FROM R- 1 TO C- 5,  
 FROM R- 2 TO C- 5

Overlay Dist: HC

Map Ref Num: 081-3- /05/ /0006

**Special Exception****SE 2016-LE-002**

Applicant: PMG MID ATLANTIC, LLC  
 Accepted: 03/01/2016  
 Proposed: SERVICE STATION AND MINI-MART WITH CAR WASH IN A HIGHWAY CORRIDOR OVERLAY DISTRICT

Area: 41285 SF OF LAND; DISTRICT - LEE

Zoning Dist Sect: 04-050404-050407-0607

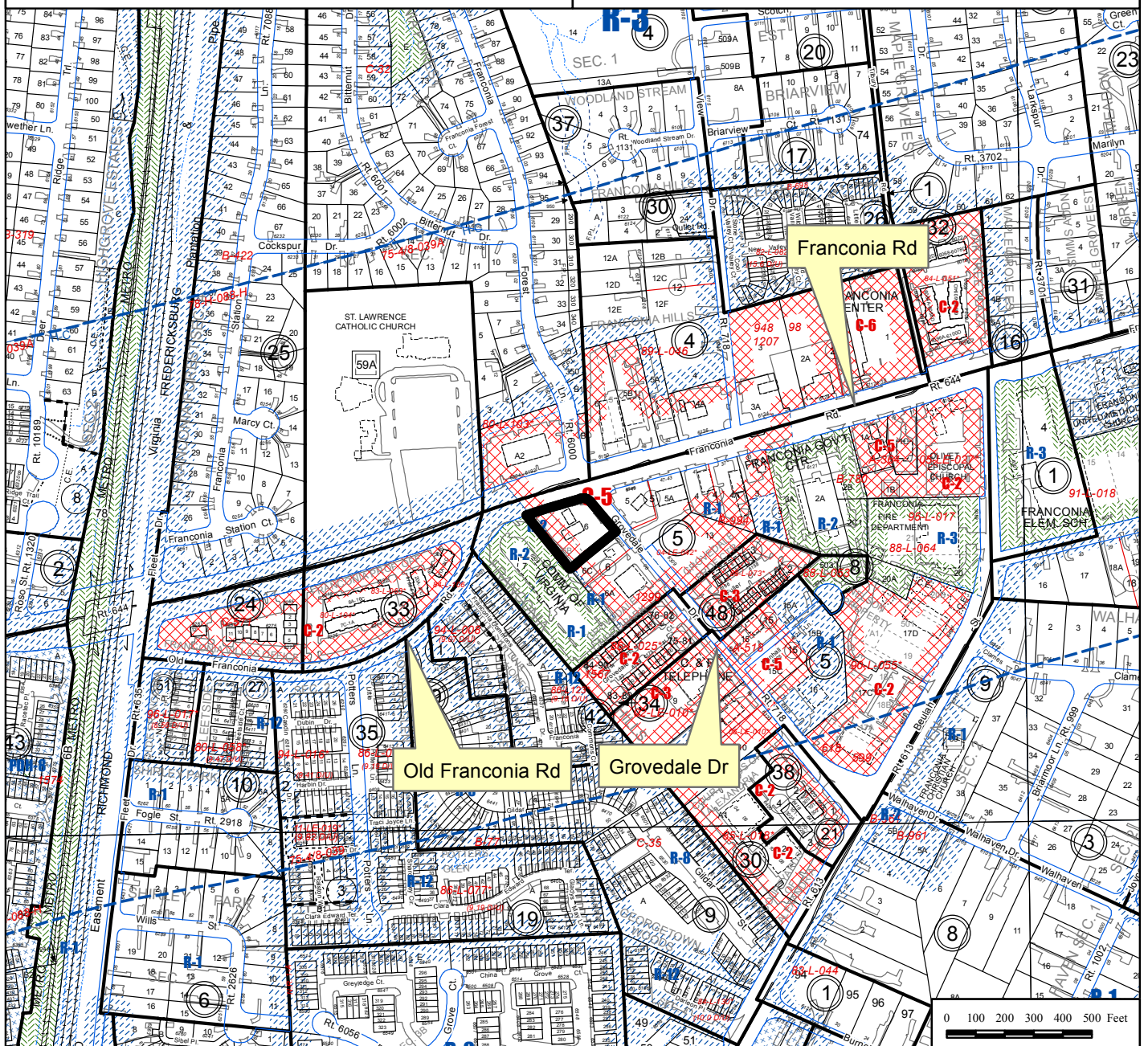
Located: 6201 FRANCONIA ROAD, ALEXANDRIA, VA 22310

Zoning: C- 5

Plan Area: 4,

Overlay Dist: HC

Map Ref Num: 081-3- /05/ /0006





# County of Fairfax, Virginia

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

December 7, 2016

Keith C. Martin  
Tramonte, Yeonas, Roberts & Martin PLLC  
8245 Boone Boulevard, #400  
Vienna, VA 22182

RECEIVED  
Department of Planning & Zoning

FEB 07 2017

Zoning Evaluation Division

Re: Special Exception Application SE 2016-LE-002  
(Concurrent with Rezoning Application RZ 2016-LE-006)

Dear Mr. Martin:

At a regular meeting of the Board of Supervisors held on December 6, 2016, the Board approved Special Exception Application SE 2016-LE-002 in the name of PMG Mid Atlantic, LLC. The subject property is located at 6201 Franconia Road, on approximately 41,285 square feet of land, zoned C-5, HC in the Lee District [Tax Map 81-3 ((5)) 6]. The Board's action permits a service station, quick-service food store, and a car wash in a Highway Corridor Overlay District, pursuant to Sections 4-504, 7-607, and 9-505, of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. A copy of these SE conditions, along with the Non-Residential Use Permit (Non-RUP), shall be posted in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during hours of operation for the permitted use.
4. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by DPWES. Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved Special Exception Plat entitled "Generalized Development Plan / Special Exception Plat for Petroleum Marketing Group", prepared by Maser Consulting, dated December 7, 2015, as revised through June 10, 2016, and these conditions. Minor modification to the approved Special Exception may be permitted pursuant to Paragraph 5 of Section 9-004 of the Zoning Ordinance.

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Office of the Clerk to the Board of Supervisors  
12000 Government Center Parkway, Suite 533  
Fairfax, Virginia 22035  
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)

4. The quick-service food store structure shall not exceed 2,450 square feet in gross floor area.
5. All signage shall conform to the provisions of Article 12 of the Zoning Ordinance.
6. There shall be no display, selling, storing, rental, or leasing of automobiles, trucks, trailers, recreational vehicles, lawn movers, etc. from this property. No abandoned, wrecked or inoperable vehicles shall be stored on this property.
7. Despite that depicted on the SE Plat, all outdoor lighting shall meet the requirements of Article 14 of the Zoning Ordinance.
8. Temporary promotional banners, balloons, flags, or rooftop displays shall not be permitted on site. No promotional signage shall be permitted on any light poles; however, this shall not preclude the display of seasonal banners.
9. There shall be no outdoor storage or display of goods offered for sale.
10. No outdoor speakers or loud speakers shall be utilized on the site.
11. Stacking spaces for the car wash use shall be provided in accordance with Article 11 of the Zoning Ordinance. Stacking of vehicles for the carwash shall not block any of the access points to the site. During the hours of operation for the service station employees shall monitor compliance with this condition. If any vehicles are not in compliance with this condition, service station employees shall ensure that those vehicles are moved from any access point to the site.
12. At the time of site plan, the applicant shall demonstrate adequate receiving facilities to the satisfaction of the director of DPWES.
13. The applicant shall operate the service station as defined in Article 20 of the Zoning Ordinance. The service station shall not be used for the performance of major repairs, and shall not include the outdoor storage of abandoned, wrecked, or inoperable vehicles on the site for more than 72 hours as outlined in Section 9-505, Paragraph 3(B) of the Zoning Ordinance. Furthermore, there shall be no outdoor dismantling, wrecking or sale of said vehicles or parts thereof.
14. Prior to installation of plants to meet requirements of the approved landscape plan, the Contractor/Developer shall coordinate a pre-installation meeting on site with the landscape contractor and a representative of the County Urban Forest Management Division (UFMD). Any proposed changes to the location of planting, size of trees/shrubs, and any proposed plant substitutions for species specified on the approved plan shall be reviewed at this time and must be approved prior to planting. The installation of plants not specified on the approved plan, and not previously approved by UFMD, may require submission of a revision to the landscape plan or removal and replacement with approved material.

15. Field location of planting material, when required by the approved plan, shall be reviewed at the pre-installation meeting. The Landscape Contractor shall stake proposed individual planting locations in consultation with the Contractor / Developer prior to the pre-installation meeting, for review by UFMD staff. Stakes shall be adjusted, as needed, during the course of the meeting as determined by UFMD staff based on discussion with the Contractor/Developer and the Landscape Contractor.
16. All landscaping provided shall be native to the middle Atlantic region to the extent feasible and non-invasive as determined by UFMD. In addition, the quality and quantity of landscaping provided shall be in substantial conformance with the RZ/SE Plat.
17. Minimal landscaping work shall be allowed outside of the LOD along the southern property boundary, and shall be limited to seeding or sodding grass. This work shall be accomplished without impacting the trees to be preserved, all work will be done by hand without disturbing the root system of the adjacent offsite trees, and any use of power tools will be limited to small, hand-operated equipment. Any work requiring the use of larger motorized equipment such as, but not limited to, tree transplanting spades, skid loaders, tractors, trucks, stump-grinders, or any accessory or attachment connected to such equipment shall not occur unless approved in writing by the Director of UFMD
18. To the satisfaction of UFMD, the applicant shall provide soil remediation details and strategies at the time of site plan.
20. The materials for the quick-service food store and car wash shall be consistent with the Architectural Elevations included as Attachment 1 to these development conditions.
21. Bicycle racks shall be provided and properly installed per the Fairfax County Bicycle Parking Guidelines.
22. As defined in Section 12-104 of the Zoning Ordinance, prohibited signage, including portable "sandwich" signs, shall not be permitted on-site.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception Amendment shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this Special Exception Amendment shall automatically expire, without notice, 30 months after the date of approval unless the use has been established or construction has commenced and been

SE 2016-LE-002  
December 7, 2016

diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the Special Exception Amendment. The request must specify the amount of additional time requested, the basis for the amount of time requested, and an explanation of why additional time is required.

**The Board also:**

- Waived the tree preservation target deviation in favor of the proposed vegetation shown on the GDP/SE Plat
- Did not include the requested modification of Paragraph 1 of Section 14-903 to allow lighting to exceed 30 footcandles

Sincerely,



Catherine A. Chianese  
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova  
Supervisor Jeffrey McKay, Lee District  
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration  
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ  
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning  
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay  
Michael Davis, Section Chief, Transportation Planning Division  
Ken Williams, Plans & Document Control, ESRD, DPWES  
Sandy Stallman, Park Planning Branch Manager, FCPA  
Abdi Hamud, Development Officer, DHCD/Design Development Division  
Jill Cooper, Executive Director, Planning Commission  
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation



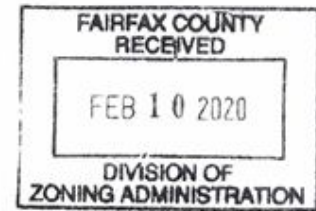


Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

22375 Broderick Drive, Suite 110  
Sterling, VA 20166  
T: 703.430.4330  
F: 703.430.4339  
www.maserconsulting.com

February 7, 2020

VIA DELIVERY



Ms. Leslie Johnson, Zoning Administrator  
Fairfax County  
Department of Planning and Development  
12055 Government Center Parkway, Suite 807  
Fairfax, VA 22035

**RE: 6201 Franconia Road, Alexandria, VA 22310**  
**Application# SE 2016-LE-002 (PMG Mid Atlantic, LLC)**  
**LDS Project# 1018-ZONA-002-1; Tax Map# 081-3-05-0006; Lee District**

Dear Ms. Johnson,

Our Client, PMG Mid Atlantic, LLC, is formally requesting an extension of the approved Special Exception Permit for the above-mentioned project.

The request of a 24-month extension is being made to allow for the existing on-site tenant sufficient time to finalize current projects, then choose to create a new lease option with our Client or relocate their business elsewhere. It is the hope of our Client to allow the current business the opportunity to make this decision whilst remaining in compliance with the County approval regulations, as stated in the approved Special Exception Permit conditions.

Should you have any questions or require any additional information about this request please do not hesitate to contact our office.

Sincerely,

MASER CONSULTING P.A.

A handwritten signature in dark ink, appearing to read 'Teresa Caccam'.

Teresa Caccam  
Senior Associate

Customer Loyalty through Client Satisfaction



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June 9, 2020

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Consider Proposed Amendments to the Police Officers Retirement System Ordinance

ISSUE:

Authorization to advertise a public hearing on proposed amendments to Article 7 of Chapter 3 of the Code of the County of Fairfax, which sets forth the ordinance for the Fairfax County Police Officers Retirement System (PORS).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing regarding proposed amendments to the PORS ordinance to add a third active police officer member to the PORS Board of Trustees and allowing PORS members to purchase membership service credit in the PORS by paying into the PORS membership service credit earned while participating in the Fairfax County Employees' Retirement System (ERS) or the Fairfax County Uniformed Retirement System (URS). These amendments will implement changes to the state enabling legislation for the PORS enacted during the General Assembly's 2020 session.

TIMING:

Board action is requested on June 9, 2020, to provide time to advertise for a public hearing on July 14, 2020, at 4:30 p.m.

BACKGROUND:

At the April 2, 2019, meeting of its Personnel Committee, the Board was presented with proposed amendments to the PORS ordinance requested by the PORS Board of Trustees to: (1) bring the joint and last survivor option alternatives available to PORS members more into line with the commensurate joint and last survivor option alternatives available to members of the ERS and URS; (2) to increase the membership of the Board of Trustees from seven to eight by adding a third active police officer member; and (3) allow PORS members to purchase membership service credit in the PORS by paying into the PORS membership service credit earned while participating in another County Retirement System. All three of these proposed amendments sought to bring the PORS ordinance more into line with the ERS and URS ordinances.

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The Board later approved the first proposed amendment following a public hearing on June 25, 2019. Because the other two proposed amendments required changes to state enabling legislation for the PORS (Chapter 303 of the 1944 Acts of Assembly, as amended), the Board voted on August 27, 2019, to include those necessary changes in its 2020 Legislative Program.

On April 8, 2020, the Governor signed into law S. 651 and S. 652, which respectively increase the number of active police officer members on the PORS Board of Trustees from two to three, thereby bringing to total number of trustees to eight, and authorize the Board to enact rules and regulations permitting PORS members to purchase membership service credit in the PORS by paying into the PORS membership service credit earned while participating in the ERS or URS.

PROPOSED AMENDMENTS:

The proposed PORS ordinance amendments, which if adopted, would become effective on August 1, 2020. These amendments would:

- Add a third member to the PORS Board of Trustees, to be a sworn Fairfax County police officer elected by active police officers, and
- Allow PORS members to purchase membership service credit in the PORS using membership service credit earned while in either the ERS or URS.

FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

Attachment 1: Amendments to Chapter 3, Article 7 (with changes noted)

STAFF:

Joseph Mondoro, Chief Financial Officer

Jeffrey Weiler, Executive Director, Fairfax County Retirement Systems

ASSIGNED COUNSEL:

Benjamin R. Jacewicz, Assistant County Attorney

**Section 3-7-10. - Membership; term of office; election of officers.**

- (a) The Board of Trustees of the System shall consist of the following members:
- Director of the Department of Finance, who shall be the Treasurer of the Board, or his or her permanent designee, sitting ex officio;
  - Three persons appointed by the Board of Supervisors;
  - ~~Three~~ Two persons currently employed by the Fairfax County Police Department as sworn police officers elected by the members of the System currently employed by the Fairfax County Police Department as sworn police officers; and
  - One person who is retired from employment as a sworn police officer of Fairfax County elected by the retired members of the System.
- (b) With the exception of the Director of the Department of Finance, the term of office of trustees shall be four years. (20-81-3; 10-01-3; 4-16-3.)

**Section 3-7-22. - Membership service credit.**

- (a) Each member shall receive membership service credit for service rendered while a member of the System, or after he or she last became a member in the event of a break in his or her membership.
- (b) Each member shall receive membership service credit for any period he or she is on service-connected total disability retirement. All members who have been retired before, and all members who are retired on or after July 7, 2003, on account of service-connected partial disability pursuant to [Section 3-7-29](#) shall receive membership service credit for any period they are on service-connected partial disability retirement.
- (c) Each member shall be allowed membership service credit for accrued unused sick leave upon making application for retirement, at the rate of one month of credit for each 172 hours of accrued unused sick leave; and pro rata credit shall be allowed for each fraction thereof. In determining average final compensation, the member's accrued unused sick leave at the time of retirement may, at the option of the member, be substituted for an equivalent period of creditable service as if the member had continued to work at his or her final salary during the period of his or her accrued unused sick leave.
- (d) Each member shall receive membership service credit for military leave, provided he or she returns to full employment within 90 days of discharge and such discharge is other than dishonorable.
- (e) Under such rules and regulations as are adopted by the Board, any employee who has been a member of the Fairfax County Employees' Retirement System or the Fairfax County Uniformed Retirement System, and who withdraws therefrom and becomes a member of this System may purchase membership service credit for service rendered while a member of such other system by paying into this System all contributions that would have been due from him or her had he or she

been a member of this System, plus interest at the rate or rates, as established by the Board, for each of the years for which membership service credit is sought.

The amount due from a member for such purchase of membership service credit shall be satisfied, to the extent possible, (a) by directing the trustees of the system from which he or she is withdrawing to transfer her or her accumulated member contributions in such system directly to this System, without distribution to such employee, if such transfers are available under such system, or (b) through: (i) a rollover from the system from which he or she is withdrawing (if the member would be eligible for a refund from such system); (ii) a rollover from an individual retirement account in which all contributions were derived from a rollover from such system; or (iii) a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in Section 457(b) of the Internal Revenue Code maintained by an eligible employer described in Section 457(e)(1)(A); or (iv) through a direct trustee-to-trustee transfer from an annuity contract described in Section 403(b) of the Internal Revenue Code. To the extent that a rollover of direct transfer permitted under this Subsection is insufficient to purchase the necessary membership service credit, other arrangements permitted by the rules and regulations adopted by the Board shall be made for purchasing such membership service credit. (20-81-3; 36-88-3; 8-03-3; 33-03-3; 4-16-3, - - .)

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#### ADMINISTRATIVE - 4

#### Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend the Fairfax County Code by Adopting Article 3 to Chapter 7 Relating to Establishing Voter Satellite Offices for Absentee in Person Voting Under Virginia Code Section 24.2-701.2

##### ISSUE:

Authorization to advertise a Public Hearing to consider an ordinance that proposes to amend Chapter 7 of the Fairfax County Code by adding a new Article 3 to establish voter satellite offices for absentee in person voting. Virginia Code Section 24.2-701.2, which will become effective on July 1, 2020, and apply to elections beginning with the November 3, 2020, General Election, will require that the Board establish all voter satellite offices in the County by ordinance.

##### RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on Tuesday, July 14, 2020, at 4:30 p.m. to consider this ordinance.

##### TIMING:

Board action is requested on June 9, 2020, to provide sufficient time to advertise the public hearing for adoption of this ordinance on July 14, 2020, at 4:30 p.m. The statutory authority for the proposed ordinance will go into effect on July 1, 2020. Adoption of the ordinance on July 14, 2020, will ensure sufficient time to prepare the newly approved voter satellite offices for use; secure all equipment and retain staff needed to operate each office; and inform voters of the office locations no later than 55 days prior to the November 3, 2020, General Election.

##### BACKGROUND:

Currently, voter satellite offices are identified and established by the Electoral Board pursuant to Virginia Code Section 24.2-707. As of July 1, 2020, and concurrent with the establishment of “no excuse” absentee voting in Virginia, Virginia Code Section 24.2-701.2 will require the governing body of each county and city to establish voter satellite offices by ordinance, if any such offices are desired.

Under the new law, the Board of Supervisors may establish as many voter satellite offices as it deems necessary to support countywide absentee voting in person, subject to the physical and accessibility requirements of Virginia Code Section 24.2-701.2. The County currently supports nine (9) satellite voting locations.

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The advent of no excuse absentee voting is expected to significantly increase the number of voters choosing to cast absentee ballots in person. In order to meet voter demand, adequate time must be allowed to schedule and staff the voter satellite offices in public buildings, in accordance with Virginia Code Section 24.2-701.2(D), and inform voters of the voter satellite office locations not later than 55 days prior to the General Election on November 3, 2020, as required by Virginia Code Section 24.2-701.2(E).

The Virginia Code will continue to require that the electoral board of each county and city provide for absentee voting in person in the office of the general registrar. In Fairfax County, the office of the general registrar is located in the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax.

If approved, the proposed ordinance would establish and approve the following fourteen (14) voter satellite offices:

**Centreville Regional Library**

14200 Saint Germain Drive  
Centreville, Virginia 20121

**Franconia Governmental Center**

6121 Franconia Road  
Alexandria, Virginia 22310

**Great Falls Library**

9830 Georgetown Pike  
Great Falls, Virginia 22066

**Herndon Fortnightly Library**

768 Center Street  
Herndon, Virginia 20170

**Laurel Hill Golf Club**

8701 Laurel Crest Drive  
Lorton, Virginia 22079

**Mason Governmental Center**

6507 Columbia Pike  
Annandale, Virginia 22003

**McLean Governmental Center**

1437 Balls Hill Road  
McLean, Virginia 22101

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**Mount Vernon Governmental Center**

2511 Parkers Lane  
Alexandria, VA 22306

**North County Governmental Center**

1801 Cameron Glen Drive  
Reston, Virginia 20190

**Providence Community Center**

3001 Vaden Drive  
Fairfax, Virginia 22031

**Sully Governmental Center**

4900 Stonecroft Boulevard  
Chantilly, Virginia 20151

**Thomas Jefferson Library**

7415 Arlington Boulevard  
Falls Church, Virginia 22042

**Tysons-Pimmit Regional Library**

7584 Leesburg Pike  
Falls Church, Virginia 22043

**West Springfield Governmental Center**

6140 Rolling Road  
Springfield, Virginia 22152

**FISCAL IMPACT:**

Approval of the fourteen (14) voter satellite offices requires an increase of approximately \$85,000 over the amount budgeted under the current FY 2021 Proposed Budget.

**ENCLOSED DOCUMENTS:**

Attachment 1: Virginia Code Pertaining to Voter Satellite Offices  
Attachment 2: Map of Proposed Voter Satellite Office Locations  
Attachment 3: Proposed Ordinance

**STAFF:**

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

**ASSIGNED COUNSEL:**

Martin R. Desjardins, Assistant County Attorney

Relevant provisions of the Virginia Code, as shall be in force as of July 1, 2020, and applicable first to the November 3, 2020, General Election.

**§ 24.2-701.1. (Effective for elections beginning with the general election on November 3, 2020) Absentee voting in person.**

A. Absentee voting in person shall be available on the forty-fifth day prior to any election and shall continue until 5:00 p.m. on the Saturday immediately preceding the election.

1. Any registered voter eligible to vote absentee pursuant to subsection A of § 24.2-700 may vote absentee in person beginning on the forty-fifth day prior to the election in which he is offering to vote and continuing until the second Friday immediately preceding such election. He shall complete the application for an absentee ballot required by § 24.2-701, and the general registrar shall process that application in accordance with the provisions of § 24.2-706.

2. Any registered voter may vote absentee in person on or after the second Saturday immediately preceding the election in which he is offering to vote. He shall provide his name and his residence address in the county or city in which he is offering to vote. After verifying that the voter is a registered voter of that county or city, the general registrar shall enroll the voter's name and address on the absentee voter applicant list maintained pursuant to § 24.2-706.

A registered voter voting by absentee ballot in person shall provide one of the forms of identification specified in subsection B of § 24.2-643. If he does not show one of the forms of identification specified in subsection B of § 24.2-643, he shall be offered a provisional ballot under the provisions of § 24.2-653. The State Board shall provide instructions to the general registrar for the handling and counting of such provisional ballots pursuant to subsection B of § 24.2-653 and this section.

B. Absentee voting in person shall be available during regular business hours. The electoral board of each county and city shall provide for absentee voting in person in the office of the general registrar or a voter satellite office established pursuant to § 24.2-701.2. For purposes of this chapter, such office shall be open to the public a minimum of eight hours between the hours of 8:00 a.m. and 5:00 p.m. on the first and second Saturday immediately preceding all elections. Any applicant who is in line to cast his ballot when the office of the general registrar or voter satellite office closes shall be permitted to cast his absentee ballot that day.

C. The general registrar may provide for the casting of absentee ballots in person pursuant to this section on voting systems. The Department shall prescribe the procedures for use of voting systems. The procedures shall provide for absentee voting in person on voting systems that have been certified and are currently approved by the State Board. The procedures shall be applicable and uniformly applied by the Department to all localities using comparable voting systems.

D. At least two officers of election shall be present during all hours that absentee voting in person is available and shall represent the two major political parties, except in the case of a party primary, when they may represent the party conducting the primary. However, such



requirement shall not apply when (i) voting systems that are being used pursuant to subsection C are located in the office of the general registrar or voter satellite office and (ii) the general registrar or an assistant registrar is present.

E. The Department shall include absentee ballots voted in person in its instructions for the preparation, maintenance, and reporting of ballots, pollbooks, records, and returns.

**§ 24.2-701.2. Absentee voting in person; voter satellite offices.**

A. The governing body of any county or city may establish, by ordinance, voter satellite offices to be used in the locality for absentee voting in person. The governing body may establish as many offices as it deems necessary. No change in, including the creation or abolishment of, any voter satellite office shall be enacted within 60 days next preceding any general election. Notice shall be published prior to enactment in a newspaper having general circulation in the locality once a week for two successive weeks.

B. Any voter satellite office shall be in a public building owned or leased by the county, city, or town within the county and may be in a facility that is owned or leased by the Commonwealth and used as a location for Department of Motor Vehicles facilities or as an office of the general registrar. Any such location shall have adequate facilities for the protection of all elections materials produced in the process of absentee voting in person, the voted and unvoted absentee ballots, and any voting systems in use at the location.

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

D. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each voter satellite office for the conduct of elections.

E. Not later than 55 days prior to any election, the general registrar shall post notice of all voter satellite office locations in the locality and the dates and hours of operation of each location in the office of the general registrar and on the official website for the county or city. Such notice shall remain in the office of the general registrar and on the official website for the county or city for the duration of the period during which absentee voting in person is available. If the county or city does not have an official website, such notice shall be published in a newspaper of general circulation in the county or city at least once prior to the election but not later than 55 days prior to such election.

F. If an emergency makes a voter satellite office unusable or inaccessible, the electoral board or the general registrar shall provide an alternative voter satellite office, subject to the approval of the State Board, and shall give notice of the change in the location of the voter satellite office. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, "emergency" means a

rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

G. The provisions of subsection E of § 24.2-310 providing certain limited circumstances in which a local electoral board may approve an exception to the prohibition on the distribution of campaign materials inside the prohibited area outside of a polling place shall apply to voter satellite offices and the building in which such offices may be located.

H. A voter satellite office established pursuant to this section shall be deemed to be the equivalent of an office of the general registrar for purposes of completing an application for an absentee ballot in person pursuant to §§ 24.2-701, 24.2-701.1, and 24.2-706.



**AN ORDINANCE ADOPTING ARTICLE 3 TO CHAPTER 7 OF THE FAIRFAX  
COUNTY CODE, ESTABLISHING VOTER SATELLITE OFFICES PURSUANT TO  
VIRGINIA CODE SECTION 24.2-701.2**

**Draft of June 9, 2020**

**AN ORDINANCE to amend the Fairfax County Code by adding Article 3 to  
Chapter 7, establishing voter satellite offices pursuant to Virginia Code  
Section 24.2-701.2.**

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

- 1. That Article 3 of Chapter 7 of the Fairfax County Code is adopted, as follows:**

**ARTICLE 3. – Voter Satellite Offices.**

**Section 7-3-1. – Establishment of Voter Satellite Offices.**

The Board of Supervisors hereby establishes voter satellite offices at the locations listed in Section 7-3-2, pursuant to Virginia Code Section 24.2-701.2, as amended.

**Section 7-3-2. – Voter Satellite Offices.**

Voter satellite offices are hereby established at the following locations:

- (a). – Centreville Regional Library**  
14200 Saint Germain Drive, Centreville, Virginia 20121
- (b). – Franconia Governmental Center**  
6121 Franconia Road, Alexandria, Virginia 22310
- (c). – Great Falls Library**  
9830 Georgetown Pike, Great Falls, Virginia 22066
- (d). – Herndon Fortnightly Library**  
768 Center Street, Herndon, Virginia 20170
- (e). – Laurel Hill Golf Club**  
8701 Laurel Crest Drive, Lorton, Virginia 22079
- (f). – Mason Governmental Center**  
6507 Columbia Pike, Annandale, Virginia 22003

- (g). – **McLean Governmental Center**  
1437 Balls Hill Road, McLean, Virginia 22101
- (h). – **Mount Vernon Governmental Center**  
2511 Parkers Lane, Alexandria, VA 22306
- (i). – **North County Governmental Center**  
1801 Cameron Glen Drive, Reston, Virginia 20190
- (j). – **Providence Community Center**  
3001 Vaden Drive, Fairfax, Virginia 22031
- (k). – **Sully Governmental Center**  
4900 Stonecroft Boulevard, Chantilly, Virginia 20151
- (l). – **Thomas Jefferson Library**  
7415 Arlington Boulevard, Falls Church, Virginia 22042
- (m). – **Tysons-Pimmit Regional Library**  
7584 Leesburg Pike, Falls Church, Virginia 22043
- (n). – **West Springfield Governmental Center**  
6140 Rolling Road, Springfield, Virginia 22152

**Section 7-3-3. – Security.**

The security of the elections materials produced in the process of absentee voting in person, the voted and unvoted absentee ballots, and any voting systems in use at the voter satellite offices shall be the responsibility of the General Registrar.

**2. That this ordinance shall become effective upon adoption.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

ADMINISTRATIVE - 5

Approval of Supplemental Appropriation Resolution AS 20243 for the Department of Family Services to Accept Grant Funding from Virginia Department for Aging and Rehabilitative Services as a Result of Funding Made Available to Address the COVID-19 Pandemic for Programs Administered as Part of the Area Agency on Aging

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 20243 for the Department of Family Services (DFS) to accept grant funding from the Virginia Department for Aging and Rehabilitative Services in the amount of \$2,141,122. Funding will be used to support nutrition services including home delivered meals and congregate meals, community based services such as grocery shopping, medication pick-up, family caregiver support, and training associated with the Long-Term Care Ombudsman program, all of which are administered by the Area Agency on Aging. This federal pass-through funding from the state is available as a result of the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The grant period for all of the awards is March 1, 2020 to September 30, 2021. When grant funding expires, the County is under no obligation to continue funding the programs. No Local Cash Match is required. The table below details funding for each program:

<b>Program</b>	<b>Funding Source</b>	<b>Amount</b>
Nutrition Services	FFCRA and CARES Act	\$1,514,453
Community Based Services	CARES Act	\$355,084
Family Caregiver Support	CARES Act	\$200,332
Long-Term Care Ombudsman	CARES Act	\$71,253
<b>Total</b>	<b>Total</b>	<b>\$2,141,122</b>

Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 20243 to accept funding from the Virginia Department for Aging and Rehabilitative Services in the amount of \$2,141,122 to support nutrition services including home delivered meals and congregate meals,

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community based services such as transportation, grocery shopping, medication pick up, family caregiver support, and ombudsman training. There are no new grant positions associated with these awards. No Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on June 9, 2020.

BACKGROUND:

The Department of Family Services has received federal pass-through funding from the state as a result of the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This funding will be administered through the Fairfax Area Agency on Aging. The Fairfax Area Agency on Aging is tasked with enhancing the quality of life for older adults, adults with disabilities and their family caregivers and adheres to the Older Americans Act (OAA) for funding received from the federal government. Under the OAA, a person must be 60 years of age or older to be eligible for the programs and services provided for this funding. While there is no income/means test, services are targeted to older individuals who have the greatest economic or social need, have low income, are a member of a low-income minority group, reside in a rural area, have limited English proficiency or are at risk of institutionalization. This funding is specifically aimed at addressing Aging services in the following areas:

- Nutrition Services

Home delivered meals and Congregate Meals are nutrition programs that each utilize a registered dietician to ensure meal planning is based on the state guidance for operating a nutrition program under the OAA. Eleven meals are delivered weekly to older adults who are unable to prepare meals on their own.

Recognizing that Congregate Meal participants would not be able to receive meals in their congregate settings, the state is allowing the Area Agencies on Aging to transfer funding from Congregate Meal budgets to Home Delivered Meal budgets. Similarly, realizing that older adults are instructed to remain in their homes and not grocery shop or access their daily supports to get meals, advocacy was done that resulted in FFCRA funding allocations to the Area Agencies on Aging across the state to provide the nutritious meals critical to the older adult population.

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During the month of March, impacted by COVID-19, the Fairfax Area Agency on Aging provided over 10,000 meals per week to older adults and adults with disabilities. This included meals that had been provided at Congregate Meal sites that are now delivered door to door. Meals have increased by 11.5 percent since March 9, 2020.

The Fairfax Area Agency on Aging has taken quick action and in early April began to utilize funding to provide meals to any older adult or adult with a disability who requested a Home Delivered meal. With CDC messaging, and older adults remaining home, the Area Agency on Aging anticipates a continued increase in Home Delivered meal requests. In addition, the FFCRA funding will be used to support grocery shopping and medication pick up.

- Community Based Services

Community-Based Services provides services to adults age 60 and older to enable them to live as independently as possible in the community. This includes assisted transportation, information and referral, telephone reassurance, volunteer home services, insurance counseling, care coordination and other related services.

Specifically, the Senior Express transportation program is a service that is provided to aging clients who are not able to use public transportation safely and need minimal assistance/accompaniment for the duration of a trip. The trip can be a medical transport or a trip of necessity which is for grocery shopping or pharmacy pick up. This coordination also supports respite to a full-time family caregiver. Services are contracted with vendors who serve this population and carry the required insurance coverage. Funding will be used to support the increase demand to this service.

Care Coordination includes support for caregivers with in-home respite as well as Health and Wellness programming. The Health and Wellness program is an element of care coordination to create a whole person approach, as well as addressing the wellness of caregivers. The follow up through case management, information and referral or volunteer services supports the individual in compliance with his/her health, and plan for independence to remain in their own home. The agency has seen a 44 percent increase in the number of caregivers reporting burnout, participating in webinars and telephone support groups. Three hundred and seventy five caregivers have signed up to receive text alerts monthly to join caregiver support activities. Monthly caregiver webinars are organized by staff and telephone support groups are hosted by staff. DFS is partnering with the Department of Housing and Community Development/Office to Prevent and End Homelessness to offer wellness programming and virtual



volunteer services to shelter residents, residing in the hotels. Funding will be used to support the increase demand to these services.

- Family Caregiver Support

Family Caregiver Support provides education and support services to caregivers of persons 60 and older, or older adults caring for grandchildren. Services include scholarships for respite care, gap-filling respite and bathing services, assistance paying for supplies and services, and other activities that contribute to the well-being of older adults and help to relieve caregiver stress.

When Adult Day Health Care centers closed in March, families were left to provide full-time care for their family member. As a result, caregivers had to adjust their schedules and assume responsibility for their family member. Many caregivers are experiencing a loss of income and increased burnout. Family caregivers are those who meet eligibility criteria and are enrolled in a caregiver program service area to include; Adult Day Health Care Respite, ElderLink Respite, Fenwick Foundation, Telephone Support Group, Kinship Care, Caregiver Training & Education classes or Senior Express as of March 16, 2020.

- Long Term Care Ombudsman

The Long-Term Care Ombudsman Program, serving the City of Alexandria and the counties of Arlington, Fairfax and Loudoun, improves quality of life for the more than 11,000 residents in 125 nursing and assisted living facilities by educating residents and care providers about patient rights and by resolving complaints against nursing and assisted living facilities, as well as home care agencies, through counseling, mediation and investigation. More than 60 trained volunteers are part of this program. The program also provides information about long-term care providers and educates the community about long-term care issues. Each jurisdiction is seeing a need for additional training for staff and volunteers. Facilities are consistently requesting training for staff that involve a certified ombudsman.

FISCAL IMPACT:

Grant funding from the Virginia Department for Aging and Rehabilitative Services in the amount of \$2,141,122. Funding will be used to support nutrition services including home delivered meals and congregate meals, community-based services such as transportation, case management, grocery shopping, medication pick up, family caregiver support, and ombudsman training. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2020. These grants do not allow the recovery of indirect costs.

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CREATION OF NEW POSITIONS:

No new grant positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: Award Letters from the Virginia Department for Aging and Rehabilitative Services

Attachment 2: Supplemental Appropriation Resolution AS 20243

STAFF:

Tisha Deeghan, Deputy County Executive

Michael A. Becketts, Director, Department of Family Services

**CONTRACT FOR OLDER AMERICANS ACT TITLES III AND VII,  
NO WRONG DOOR/AGING & DISABILITY RESOURCE CONNECTIONS, CARE  
COORDINATION FOR ELDERLY VIRGINIANS AND  
RESPITE CARE INITIATIVE PROGRAM**

Date: April 1, 2020

Contract Number: \_\_\_\_\_

Modification Number: \_\_\_\_\_

Renewal Number: \_\_\_\_\_

Issued By: Department for Aging and Rehabilitative Services  
8004 Franklin Farms Drive  
Henrico, VA 23229

Contractor: Fairfax County

This contract modification is entered into pursuant to terms of the Standard Contract.

Whereas the Commonwealth desires to renew the performance period of the contract; therefore it is agreed that the contract performance period shall be renewed from October 1, 2020 through September 30, 2021. This renewal modification is the contract for support of activities conducted under Titles III and VII of the Older Americans Act of 1965 (P.L. 109-365), as amended (OAA), hereinafter called the "Older Americans Act," the No Wrong Door / Aging & Disability Resource Center (NWD/ADRC), the Care Coordination for Elderly Virginians Program and the Respite Care Initiative Program, and other programs and funds. The contract is being amended to include the following:

**Description of Modification:**

This contract modification amends the contract to connect the issuance of separate funds granted under the authority of the (HDC-2) Families First Coronavirus Response Act Older Americans Act (FFCRA) Title III-Home-Delivered Meals and (CMC2) Families First Coronavirus Response Act Older Americans Act Title (FFCRA) Title III - Congregate Meals for activities authorized under Subparts 1 and 2 of Part C, of Title III of the Older Americans Act of 1965, as amended through P.L. 114-144 (CDFA: 93-045) and the administrative regulation found in 45 CFR Part 75. The FFCRA funding will be effective as of the date of signature.

1. These funds must be accounted for separately from the regular issuance of Title III Older Americans Act funding.
2. This modification will be subject to the same language as in Section 10.20 Renewal of the Standard Contract

**THE CONTRACT DOCUMENTS** shall consist of:

1. This Contract Modification;
2. Obligation page.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed, intending to be bound thereby.

ACCEPTED AND AGREED TO:

**Department for Aging and  
Rehabilitative Services:**

**Fairfax County:**

\_\_\_\_\_  
Kathryn A. Hayfield  
Commissioner

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## FY 2020 SUMMARY OF OBLIGATIONS- Families First Coronavirus Response Act (FFCRA)

**Name of Agency: Fairfax County**

The following amounts are obligated from Federal and General funds to carry out this plan for the year beginning October 1, 2019. All obligations are subject to the availability of Federal and General Fund monies to the Department for Aging and Rehabilitative Services. All General Fund monies awarded before June 30th must be drawn down and obligated by June 30, 2020 and liquidated by September 30, 2020.

		FFCRA- Title III- C(1) 93.045	FFCRA- Title III- C(2) 93.045				Ombudsman 93.042	
Award Action	Title III-B 93.044			Title III-D 93.043	Title III-E 93.052	Elder Abuse 93.041	Federal	General
Unadvanced Balance from FY'19 Funds at DARS on 9/30/19								
New Obligation FY'19 - 9/30/19								
Total Remittance Balance 9/30/19								
New Obligation FY'20-FFCRA -3-20-2020		162,568	325,137					
New Obligation FY'20 - 7/1/20								
Total Obligation for Fiscal Year 2020		162,568	325,137					

TB 4/2/2020

**CONTRACT FOR OLDER AMERICANS ACT TITLES III AND VII,  
NO WRONG DOOR/AGING & DISABILITY RESOURCE CONNECTIONS, CARE  
COORDINATION FOR ELDERLY VIRGINIANS AND  
RESPITE CARE INITIATIVE PROGRAM**

Date: April 23, 2020

Contract Number: \_\_\_\_\_

Modification Number: \_\_\_\_\_

Renewal Number: \_\_\_\_\_

Issued By: Department for Aging and Rehabilitative Services  
8004 Franklin Farms Drive  
Henrico, VA 23229

Contractor: Fairfax County

This contract modification is entered into pursuant to terms of the Standard Contract and is amended to include the following:

**Description of Modification:**

This contract modification amends the contract to connect the issuance of separate funds granted under the authority of the (SSC3) **CARES Act for Supportive Services under Title III-B** of the Older Americans Act Award Authority: P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA), (HDC3) **CARES Act for Nutrition Services under Title III-C** of the Older Americans Act Award Authority: P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA), (FCC3) **CARES Act for Family Caregiver Support Program under Title III-E** of the Older Americans Act Award Authority: P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA) and (OMC3) **CARES Act for Ombudsman Program under Title VII** of the Older Americans Act P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA). The CARES Act period of performance will be effective as of the date of signature through September 30, 2021.

1. These funds must be accounted for separately from the regular issuance of Title III Older Americans Act funding.
2. This modification will be subject to the same language as in Section 10.20 Renewal of the Standard Contract

**THE CONTRACT DOCUMENTS** shall consist of:

1. This Contract Modification;
2. Obligation page.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed, intending to be bound thereby.

ACCEPTED AND AGREED TO:

**Department for Aging and  
Rehabilitative Services:**

**Fairfax County:**

\_\_\_\_\_  
Kathryn A. Hayfield  
Commissioner

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## FY 2020 SUMMARY OF OBLIGATIONS - CARES Act (4-20-2020)

**Name of Agency: Fairfax County**

The following amounts are obligated from Federal and General funds to carry out this plan for the year beginning October 1, 2019. All obligations are subject to the availability of Federal and General Fund monies to the Department for Aging and Rehabilitative Services. All General Fund monies awarded before June 30th must be drawn down and obligated by June 30, 2020 and liquidated by September 30, 2020.

Award Action	CARES Act Title III-B		CARES Act Title III-C(2)		CARES Act Title III-E		CARES Act Ombudsman
							Federal
Unadvanced Balance from FY'19 Funds at DARS on 9/30/19							
New Obligation FY'19 - 9/30/19							
Total Remittance Balance 9/30/19	0		0		0		0
New Obligation FY'20 CARES Act 4-20-2020	355,084		1,026,748		200,332		71,253
<b>Total Obligation for Fiscal Year 2020</b>	<b>355,084</b>		<b>1,026,748</b>		<b>200,332</b>		<b>71,253</b>

4/23/2020

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 20243**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic) on June 9, 2020, at which a quorum was present and voting, the following resolution was adopted:

**BE IT RESOLVED** by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2020, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G6767, Department of Family Services

Grants:	1CV6702-2020, Home Delivered Meals – FFCRA	\$325,137
	1CV6703-2020, Congregate Meals Program – FFCRA	\$162,568
	1CV6706-2020, Community Based Services – CARES Act	\$355,084
	1CV6707-2020, Home Delivered Meals – CARES Act	\$1,026,748
	1CV6708-2020, Family Caregiver – CARES Act	\$200,332
	1CV6709-2020, Ombudsman – CARES Act	\$71,253

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$2,141,122
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Fund:	500-C50000, Federal-State Grant Fund
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Source of Funds: VA Department for Aging and Rehabilitative Services, \$2,141,122

A Copy - Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

ADMINISTRATIVE - 6

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Mason 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 Robinwood Lane and Spring Lane (Mason District) consisting of the following:

- One speed hump on Robinwood Lane (Mason District)
- One speed hump on Spring Lane (Mason 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 June 9, 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 performs engineering studies documenting the attainment of qualifying criteria. Staff then work 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 April 14, 2020, FCDOT received verification from the Mason District Supervisor's office confirming community support for the Robinwood Lane and Spring Lane traffic calming plan.



Board Agenda Item  
June 9, 2020

FISCAL IMPACT:

Funding in the amount of \$15,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-040, Robinwood Lane and Spring Lane Traffic Calming, Fund 300-30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Robinwood Lane and Spring Lane  
Attachment II: Traffic Calming Plan for Robinwood Lane and Spring Lane

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  
ROBINWOOD LANE AND SPRING LANE  
MASON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on Tuesday, June 9, 2020, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the residents in the vicinity of Robinwood Lane and Spring Lane have requested the Mason District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Robinwood Lane and Spring Lane; and

**WHEREAS**, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Robinwood Lane and Spring Lane 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.

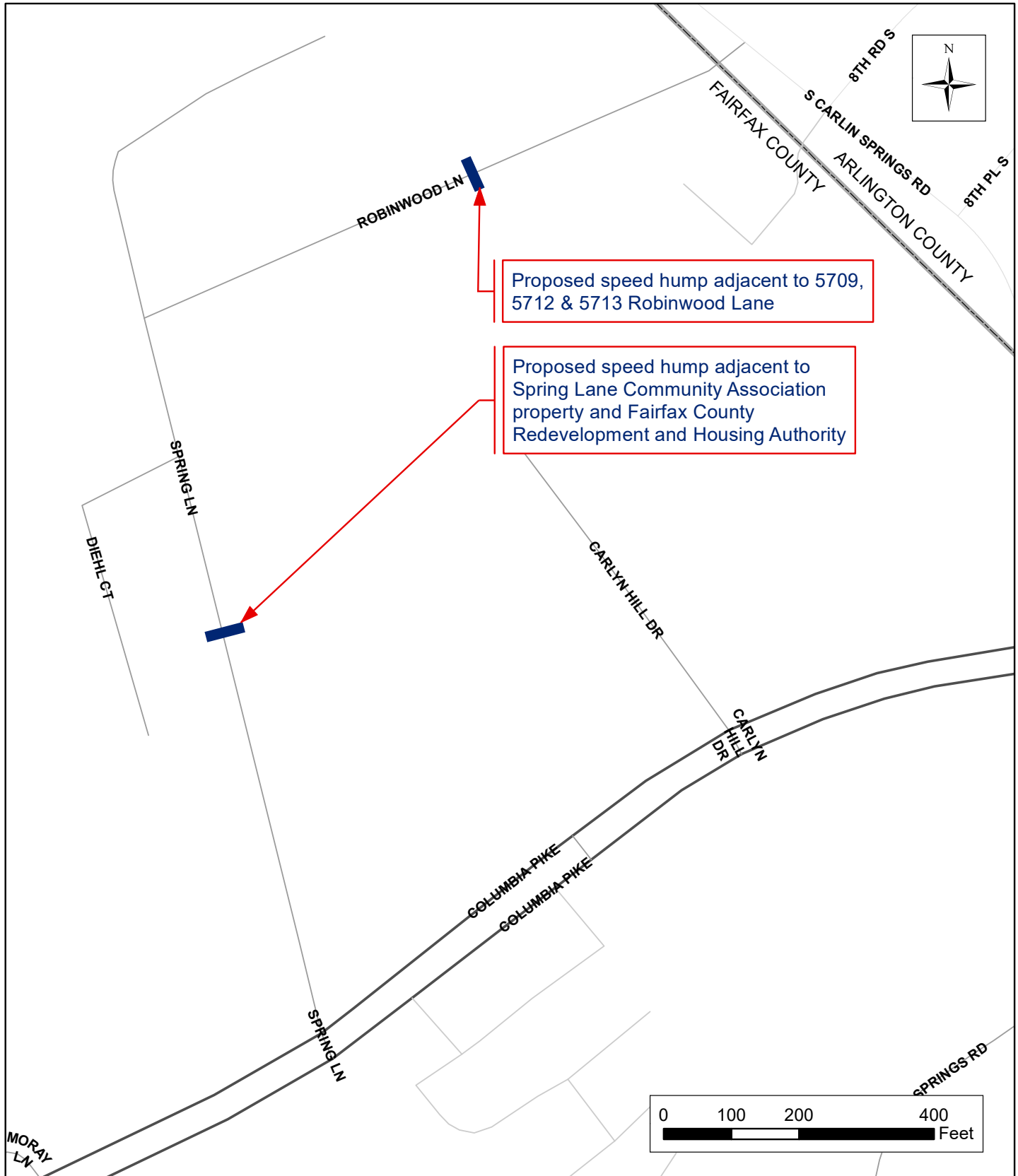
**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Robinwood Lane and Spring Lane as part of FCDOT's Residential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

**ADOPTED** this 9<sup>th</sup> day of June, 2020.

A Copy Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors



Tax Map: 61-2, 62-1

**Fairfax County Department of Transportation  
Residential Traffic Administration Program  
Traffic Calming Plan  
Robinwood Lane and Spring Lane  
Mason District**

MAY 2020



ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Consider Adopting a Reduction in the Late Payment Penalty Ordinances for Real Estate and Personal Property Taxes for Tax Year 2020

ISSUE:

Board authorization to advertise a Public Hearing to consider amending two ordinances amending Chapter 4, Taxation and Finance of the *Code of the County of Fairfax, Virginia* to reduce the Late Payment Penalty for Real Estate and Personal Property Taxes and to eliminate the additional late payment penalty for Personal Property taxes past due more than 30 days for tax year 2020 pursuant to Fairfax County Code § 4-10-1 and § 4-17.1-9.

This ordinance is limited to tax year 2020 and is intended to alleviate the negative financial impact stemming from the potential spread of COVID-19. If approved, the ordinance will assist residents and businesses in Fairfax County.

RECOMMENDATION:

The County Executive recommends that the Board authorize a public hearing to consider a reduction in the penalty for late payment of Real Estate and Personal Property taxes by both individuals and businesses, and the elimination of the additional penalty for late payment of Personal Property taxes past due more than 30 days, as outlined in the ordinances.

TIMING:

Board action is requested on June 9, 2020 to provide time to advertise a public hearing for June 23, 2020 at 3:00 p.m.

BACKGROUND:

As a result of the potential spread of COVID-19, a communicable disease of public health threat, the Governor of Virginia declared a state of emergency on March 12, 2020, and directed local governments to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions as much as possible. On March 17, 2020, the Board met in an emergency session to approve a local Declaration of Emergency considering the COVID-19 pandemic. In response to Board direction and input from the community, staff has been looking for ways to assist County businesses and residents.

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On March 24, 2020, the Board passed two resolutions to help individuals and businesses. The first resolution extended the deadline to file returns for Personal Property Taxes by both individuals and businesses to June 1, 2020. The second extended the deadline to pay the first half of Real Estate taxes by 30 days to August 28, 2020.

These proposed temporary-ordinance amendments will reduce the late payment penalty rate from 10% to 5% and provide additional relief during COVID-19 conditions to taxpayers who are unable to make timely Real Estate tax and Personal Property tax payments for tax year 2020. Also, the additional late payment penalty of 15% for tax year 2020 Personal Property tax payments past due more than 30 days is proposed to be temporarily eliminated.

FISCAL IMPACT:

The fiscal impact is one of reduced revenues from penalties, as well as a potential delay in the receipt of some tax revenue. The impacts on revenues will vary depending on the number of taxpayers who are unable to pay by the tax deadlines. The precise fiscal impact is unknown but will be offset by an equal benefit to County businesses and residents.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed ordinance amendments to reduce the Real Estate tax and Personal Property Tax late payment penalties for tax year 2020.

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
Jaydeep “Jay” Doshi, Director, Department of Tax Administration (DTA)  
Christina Jackson, Director, Department of Management and Budget (DMB)  
Albena Assenova, Revenue and Economic Analysis Coordinator, DMB  
E. Scott Sizemore, Director, Revenue Collection Division, DTA  
Juan B. Rengel, Director, Personal Property and Business License Division, DTA  
Kimberly Sebulna, Asst. Director, Revenue Collection Division, DTA

ASSIGNED COUNSEL:

Corinne N. Lockett, Sr. Assistant County Attorney

**AN ORDINANCE AMENDING  
ARTICLES 10 AND 17.1 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE,  
RELATING TO LATE PAYMENT PENALTIES ON REAL ESTATE AND PERSONAL  
PROPERTY TAXES**

**AN ORDINANCE to amend the Fairfax County Code by amending and  
readopting Sections 4-10-1 and 4-17.1-9 to reduce the late payment  
penalties related to the payment of real estate and personal property taxes  
for tax year 2020.**

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

- 1. That Sections 4-10-1 and 4-17.1-9 of the Fairfax County Code are amended and  
readopted, as follows:**

**ARTICLE 10. – Billing for Taxes on Real Property.**

**Section 4-10-1. - Levy; tax rate; semi-annual installments; assessment of new buildings;  
when taxes payable; penalty and interest.**

- (a) All real estate within the territorial boundaries of the County subject to taxation under the constitution and laws of the Commonwealth of Virginia shall be taxed at the rate established annually by resolution of the Board of Supervisors, and except as otherwise provided by this section, all taxes on such real property shall be due and payable to the County in two equal installments, the first installment shall be paid not later than July 28 of each year, and the second installment shall be paid not later than December 5 of each year. If the first installment of such real estate tax is not paid on or before July 28, the amount of such installment shall be past due as of that date, and if the second installment is not paid on or before December 5, the amount of such second installment shall be past due as of that date. Any payment of real estate taxes on a particular parcel of real property after a penalty has accrued shall be applied first to the payment of any balance due on such parcel of real property.
- (b) All new buildings shall be assessed when substantially completed or fit for use and occupancy, regardless of the date of completion or fitness, and the Director of the Fairfax County Department of Tax Administration shall enter in the books the fair market value of such building. No partial assessment as provided herein shall become effective until information as to the date and amount of such assessment is recorded in the office of the Director of the Department of Tax Administration and made available for public inspection. The total tax on any such new building for that year shall be the sum of (i) the tax upon the assessment of the completed building, computed according to the ratio which the portion of the year such building is substantially completed or fit for use and occupancy bears to the entire year and (ii) the tax upon the assessment of such new building as it existed on January 1 of that assessment year, computed according to the ratio which the portion of the year such building was not substantially complete or fit for use and occupancy bears to the entire year. With respect to any assessment made under this Section after November 1 of any year, no

penalty for nonpayment shall be imposed until the last to occur of (i) December 5 of such year or (ii) thirty days following the date of the official billing.

(c) Except as otherwise provided by this Section, if any real estate tax payment is past due, there shall be added and collected as part thereof a late payment penalty in an amount equal to ten percent of the amount past due. For tax year 2020 assessments only, there shall be added and collected as part thereof a late payment penalty in an amount equal to five percent of the amount past due. In addition to such late payment penalty, interest shall be due on such past-due taxes and penalty, commencing the first day following the day such taxes are due at the applicable interest rate in Section 4-20-3.

(d) The Director of the Department of Tax Administration may waive the penalty and interest for failure to pay a tax if such failure was not in any way the fault of the taxpayer.

## **ARTICLE 17.1. – Personal Property Tax.**

### **Section 4-17.1-9. - Late payments penalties.**

(A) Except as set forth herein, any person failing to pay personal property tax on or before the payment dates set forth by [Section 4-17.1-8](#) shall incur a penalty thereon of ten percent which shall be added to the amount of taxes due. Any person failing to pay tax year 2020 personal property tax assessments on or before the payment dates set forth by Section 4-17.1-8 shall incur a penalty thereon of five percent which shall be added to the amount of the taxes due.

(B) Notwithstanding subsection (A), in the case of delinquent personal property taxes, assessed in accordance with [Article 17.1](#), that are more than 30 days past due, the late payment penalty shall increase to twenty five percent of the taxes assessable. The increased late penalty provided for in this paragraph (B) shall not apply to tax year 2020 personal property tax assessments.

(C) For purposes of this section, any late filing penalty that may be assessed in accordance with [Section 4-17.1-7](#) shall become a part of the tax due and shall be included as part of the basis upon which any late payment penalty is calculated.

(D) And, in addition to such penalty, interest shall be due on such taxes and penalty, commencing the first day following the day such taxes are due, at the applicable interest rate specified in [Section 4-20-3](#).

(E) The Director of the Department of Tax Administration, or to his employees as he may so delegate, may waive penalty and interest for failure to pay a tax if such failure was not the fault of the taxpayer.

### **2. That the provisions of this ordinance shall take effect immediately upon adoption.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services



Board Agenda Item  
June 9, 2020

ADMINISTRATIVE - 8

Street into the Secondary System (Braddock District)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Avenshire Subdivision	Braddock	Delsignore Drive

TIMING:

Routine.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Form

STAFF:

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

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

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</b>  Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b>  REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.  <b>PLAN NUMBER:</b> 25926-SD-001 <b>SUBDIVISION PLAT NAME:</b> Avenshire Subdivision <b>COUNTY MAGISTERIAL DISTRICT:</b> Braddock	
<b>ENGINEERING MANAGER: Houda A. Ali, PMP</b>  <b>BY:</b> <u>Nadia Alphonse</u>		<b>FOR OFFICIAL USE ONLY</b>  <b>DATE OF VDOT INSPECTION APPROVAL:</b> <u>04/29/2020</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Delsignore Drive	Existing Delsignore Drive (Route 7522) - 318' W CL Nancyann Way (Route 7521)	101' W to End of Cul-de-Sac	0.02
<b>TOTALS:</b>			0.02
<b>NOTES:</b>			
5' Concrete Sidewalk on the North Side to be maintained by VDOT.			

ACTION - 1

Approval of Temporary Suspension of the Application of Sections of Chapter 12 of the Personnel Regulations to Permit a Moratorium on Formal, Written Performance Evaluations for Non-Public Safety and Non-Probationary Employees for the Evaluation Period Ending June 30, 2020

ISSUE:

Board approval to permit the County Executive to temporarily suspend the application of those sections of Chapter 12 of the Personnel Regulations that require the completion of a formal annual performance evaluation for non-public safety, non-probationary merit employees.

BACKGROUND:

Following the declaration of a local emergency on March 17, 2020, due to the COVID-19 pandemic, on April 14, 2020 the County Executive, pursuant to the authority granted to him in Personnel Regulation § 1.4, suspended annual performance evaluations for non-public safety and non-probationary employees that are required under Chapter 12 of the Personnel Regulations. Personnel Regulation § 1.4 grants the County Executive the authority, following the declaration of a local emergency, to suspend any rule in the Personnel Regulations when necessary to continue county operations.

In 2011, the Board approved the implementation of a focal date (single anniversary date) performance management system for all non-public safety employees as the county transitioned to the FOCUS system. Thus, with the exception of probationary and public safety employees, all merit employees have a single rating period of July 1 through June 30, with annual evaluations due on or before June 30 of every year. Due to the disruption of County operations and services because of the COVID-19 pandemic and declarations of local, state, and national emergencies, it is recommended that the annual performance evaluations for non-public safety and non-probationary employees be suspended for the rating period ending June 30, 2020.

The suspension will not apply to performance evaluations for probationary employees (both 6-month and 12-month evaluations), public safety employees, and newly promoted employees. Evaluations for public safety employees are completed on their anniversary date and will continue to be for the appropriate cycle. Evaluations for probationary employees are completed at both the 6-month and 12-month mark before transitioning to the general non-public safety county employee evaluation period. As an important point of distinction, the suspension is not intended to halt other performance

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June 9, 2020

management activities and dialog such as setting performance expectations, supervisory coaching and performance feedback, and employee development discussions. Supervisors and managers will continue to document staff performance and address performance deficiencies as necessary during the suspension period.

Department of Human Resources (DHR) staff have heard broad support from employees, employee groups, and managers for this change. DHR will continue to work closely with departments, employee groups and the broader employee population to ensure any questions and concerns about the suspension of formal, annual performance evaluations are addressed.

RECOMMENDATION:

The County Executive recommends the temporary suspension of pertinent sections in Chapter 12 as it relates to the annual performance evaluation process for the June 30, 2020 for non-probationary Merit employees.

TIMING:

Action is requested on June 9, 2020, to provide sufficient time for the cancellation of the annual performance evaluations for non public-safety and non-probationary employees.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Chapter 12 of the Personnel Regulations

STAFF:

Catherine Spage, Director, Department of Human Resources

ASSIGNED COUNSEL:

Karen Gibbons, Deputy County Attorney

## CHAPTER 12

### Performance Management

#### 12.1 *Introduction*

Performance management is a continuing process for establishing a shared understanding between the supervisor and the employee about what is expected on the job and how it is to be achieved. Performance management promotes improved job performance, encourages skill development, and fosters performance at the highest level while increasing the probability of success for the employee and the workgroup through enhanced communication. The process has defined roles for both the employee and the supervisor.

-1 In performance management, the supervisor:

- a. Sets performance expectations for all positions under his/her control through accurate job descriptions.
- b. Discusses the employee's position description, his/her evaluation and performance expectations.
- c. Coaches each employee on their performance at regular intervals throughout the rating period, helps set goals for performance improvement, and supports professional development.
- d. Evaluates each employee's performance in writing at least annually.
- e. Assists in identifying training and developmental solutions to support maximum performance in the current position, and, career development opportunities to support future career advancement.

-2 To actively participate in the performance management process, the employee:

- a. Ensures an understanding of expectations and responsibilities by reviewing the position description and evaluation.
- b. Solicits performance feedback, periodically, throughout the year, including discussions of any obstacles or challenges that might hinder performance.
- c. Completes the self-assessment evaluation.

- d. Participates in the review discussion with his/her supervisor.
- e. Is accountable for his/her own improvement and development.

## **12.2 Authority and Responsibility**

### **-1 Responsibility**

- a. Department heads have authority for implementing and administering performance management and career development within their agencies to the same extent that they are responsible for other aspects of agency management.
- b. The immediate supervisor has responsibility for day-to-day performance management including coaching and formal evaluation of the employee. In unusual circumstances, department heads or designee may designate a higher-level supervisor to perform the function of the immediate supervisor when warranted.

### **- 2 Training**

- a. Employees:
  - 1) Shall attend mandatory training, to include performance management training, and
  - 2) Shall certify that they understand their role and responsibilities in the performance management process.
- b. Supervisors and Reviewers:
  - 1) Shall attend mandatory training in performance management, offered periodically by the Department of Human Resources, as soon as possible after appointment to a supervisory role.
  - 2) Shall certify that they understand their role in performance management, including the process, proper form use, coaching, expectation setting, and career management support as soon as possible after appointment to a supervisory role.
  - 3) Shall ensure his or her subordinate staff attends mandatory training, including performance management training.

- c. Department heads shall ensure that all supervisors understand Fairfax County's performance and career management philosophies and procedures.

### **12.3 *Performance Management Cycle***

Performance management is a year-round collaborative process between the employee and his/her immediate supervisor. The process involves planning, coaching, developing, and reviewing job performance throughout the year. Performance management takes into consideration "what" the employee accomplishes during the performance cycle and "how" the employee accomplishes the work. The ongoing, two-way communication between an employee and his/her supervisor assists the employee in maximizing his/her job performance and career potential.

#### **-1 Planning**

- a. During the planning phase, both the employee and supervisor discuss job requirements and performance to ensure a common understanding of the evaluation criteria.
- b. During the planning phase, employees work with their supervisors to define, clarify and understand their performance expectations using the class specifications and position descriptions for guidance.
  - 1) Class specifications provide an overview of the typical duties associated with a job classification, as well as, outline the minimum qualifications and necessary knowledge, skills and abilities for each job class.
  - 2) Positions descriptions list requirements and job duties that are unique to each established position. Each department head or designee must maintain current position descriptions and performance requirements for all positions under his/her control.
- c. A Career Management Plan (CMP) is also initiated as part of the annual evaluation period planning process. The CMP documents development initiatives for the upcoming evaluation period designed to support employee growth and learning in the current position and/or prepare the employee for career advancement within the County.
  - 1) CMP completion is mandatory unless the supervisor and employee mutually agree it is not necessary for the given review period.

- 2) CMPs are also completed for initial and promotional probationary employees soon after appointment, in order to promote necessary development and successful onboarding.

## -2 Coaching

- a. The coaching phase is a continuous cycle of observation, feedback, and redirection to ensure that the employee is on track to achieve the defined performance expectations. Coaching supports the employee in his or her efforts to perform at the optimal level.
- b. At any time during the review period, if the supervisor assesses the employee's overall performance as unsatisfactory or any component of performance as needing improvement; a coaching performance improvement plan (Coaching PIP) should be initiated. A Coaching PIP is a document which identifies employee performance and/or behavioral issues requiring improvement and the specific changes required for the employee to demonstrate passing performance in these areas on the next performance evaluation.
- c. Coaching PIPs are documents designed to support and coach the employee and are not disciplinary documents. Supervisors are responsible for issuing Coaching PIPs in a timely manner. Ideally the Coaching PIP will be completed early enough in the review cycle to enable the employee time to improve performance to an overall satisfactory level in each evaluation category. The length of the Coaching PIP period and when it is issued will vary based on the individual circumstances, not to exceed 120 days.

During the coaching performance improvement period, the employee and supervisor shall meet regularly to discuss performance progress; the employee shall be given biweekly written progress reports. The Coaching PIP is retained by the agency.

## -3 Reviewing

During the reviewing phase, the supervisor and the employee discuss the employee's job performance throughout the rating period concluding with the formal written performance evaluation to be retained in the employee's personnel file. A critical component of the performance management process is ensuring that evaluations are conducted as required.



a. Timing of Formal Performance Evaluations

1) The Human Resources Director shall establish guidelines on how agencies will be informed that employee performance reviews are due. The Human Resources Director shall also establish guidelines to ensure that performance reviews are completed timely in accordance with these regulations. These guidelines shall be distributed to all department heads so they can inform the managers and supervisors within their respective departments.

2) Formal written performance evaluations must be conducted as follows:

a) Probationary

The initial probationary period is the working test or trial period of employment as set forth in section 7.5 of these regulations. If performance circumstances so warrant, a department head may terminate a probationary employee whose performance is unsatisfactory at any point during the initial probationary period.

i. Non-Public Safety

Newly appointed county employees, other than police officers, deputy sheriffs, animal control officers, public safety communicators and firefighters, shall receive a written evaluation before the end of the first sixth months in the position and again during the annual performance review period.

The six-month performance review should assess the employee's performance and formally advise the employee if improvement is needed in order to complete the probationary period successfully. The designated performance evaluation form is used for this 6-month evaluation.

Successful completion of the 12-month probationary period must be documented using the designated performance evaluation form. After completion of the initial probationary period, employees will continue to be evaluated at the conclusion of each annual performance review period.

ii. Public Safety

At the discretion of the Chief of Police, the Sheriff and the Chief of Fire and Rescue, the performance of newly appointed

police officers, animal control officers, deputy sheriffs and firefighters may be reviewed formally in writing upon graduation from the Criminal Justice Academy or Fire and Rescue Academy, at which point their probationary periods begin. They also shall be reviewed during their probationary periods as specified above for other newly appointed employees. Because the Performance Pay Increase (PPI) date is determined by the date of appointment to the respective training academy, the first PPI date will occur before the probationary period ends. These employees therefore will be reviewed not less than two weeks before the PPI date and need not be reevaluated at the end of the probationary period unless a negative determination rating was given at the PPI date or is to be made at the end of the probationary period.

*iii. DPSC*

At the discretion of the Director, Department of Public Safety Communications, the performance of newly appointed public safety communicators may be reviewed formally in writing upon graduation from the Department of Public Safety Communications Academy and completion of a 10 week on the job training program at which point their probationary periods begin. They also shall be reviewed during their probationary periods as specified above for other newly appointed employees. Because the PPI date is determined by the date of appointment to the academy, the first PPI date will occur before probation is ended. Therefore, these employees will be reviewed not later than two weeks before the PPI date. They do not need to be reevaluated at the end of the probationary period unless a negative determination rating was given at the PPI date or is to be made at the end of the probationary period.

*b) Non-Probationary*

All non-probationary, non-uniform public safety employees shall be evaluated in writing, at least annually, during the performance review period. Annual evaluation is required whether or not the employee is otherwise eligible for a performance pay increase.

*c) Newly Promoted*

Non-uniformed public safety employees who are promoted shall serve a 12-month promotional probationary period. Such

employees shall be reviewed before the end of the sixth month following the date of the promotion and will be reviewed again during the annual performance review period. Additionally, successful completion of the 12-month probationary period must be documented on a form prescribed by the Director, Department of Human Resources, and maintained in the employee's personnel file.

d) Evaluations required due to transfer of employee or supervisor changes (change of rater):

i) Non-Public Safety

Except as otherwise noted in this chapter, if an employee's supervisor changes during the review period, the employee shall be reviewed by the incumbent supervisor prior to the supervisor's departure if he or she has supervised the employee for four months or more. When the new supervisor submits the next review, the time period covered will begin upon the transfer of supervisory responsibility.

In instances where a non-public safety employee is rated by more than one supervisor during the rating period, if the current supervisor has supervised the employee for eight months or more, the current supervisor's rating will be used as the final rating. If the current supervisor has supervised the employee for less than eight months, the final rating shall be calculated by weighting the ratings of all supervisors (who have supervised the employee for four months or more) during the rating period based on the number of months covered by their individual reviews.

ii) Public Safety

Because internal transfers often occur in the lower ranks, the public safety department heads or designees may establish procedures to determine how evaluations will be performed. These procedures will affect police first lieutenants, sheriff sergeants, fire captains and uniformed personnel of lesser ranks having two or more supervisors in a twelve-month period. They will be rated jointly by all supervisors who had the individual under their command for two months or longer.

In the case of Police, Sheriff or Fire and Rescue personnel in higher ranks, where an employee is rated by more than one supervisor during the rating period, the final rating by the current supervisor shall be used for purposes of determining pay increase eligibility. When the current supervisor has supervised for less than three months, the evaluation shall be made after consideration of ratings conducting by previous supervisors.

#### **12.4 *Evaluation Completion Process***

Standardized forms for formal performance evaluations are provided for both public safety and non-public safety employees.

##### **-1 Preparation**

###### **a. Non-Public Safety**

###### **1) Self-Assessment/Employee**

Employees shall be encouraged to complete a self-assessment performance evaluation, including the development plan for his or her current position. Unless the multi rater option is being used, this self-assessment is used for discussion purposes only and does not count as part of the final rating.

###### **2) Draft Evaluation by Supervisor**

The supervisor prepares the draft evaluation and consults with the reviewing authority as needed. The draft evaluation must identify any mandatory development areas.

###### **b. Public Safety**

Each public safety agency will conduct evaluations in accordance with the department's operating procedures. Although not required, employees may be invited to submit a self-evaluation for their job class or function as part of the annual evaluation process.

-2 Discussion

a. Non-Public Safety

During the initial discussion, the employee and supervisor meet to discuss the employee's self-assessment as well as the supervisor's preliminary assessment of the employee's performance for the review period. This provides an opportunity for the supervisor and employee to clarify their mutual understanding of job tasks and performance requirements. It also enables them to jointly set performance goals for the coming evaluation period.

Employee strengths as well as areas needing improvement should be discussed. Ideas from the employee about how the supervisor can better support the employee in achieving his/her performance expectations and career objectives can also be discussed at this time. The employee and supervisor should jointly determine the development plan for the upcoming year.

b. Public Safety

Public safety employees and supervisors should meet to discuss performance requirements and accomplishments during the rating period. Employees may be invited to submit a self-evaluation as part of that process.

-3 Completion of Performance Evaluation Form

Supervisor finalizes the evaluation form based on input from the employee's self-assessment and/or the discussion with the employee.

-4 Review of Completed Performance Evaluation Forms

a. Reviewer's Role

Each completed performance evaluation form shall be reviewed by a higher level supervisor designated by the department head or designee. Usually, the immediate supervisor of the evaluator serves as the reviewing authority. In all cases, the reviewing authority shall be at least one level above the supervisor who prepared and signed the evaluation. In no case shall the evaluator and reviewing authority be the same person.

b. Reviewer's Revision Rights

If the reviewing authority does not agree with the supervisor's rating, where possible, differences will be resolved between the reviewing

authority and supervisor prior to issuing the final evaluation to the employee. Additionally, the reviewing authority may choose to revise the original rating(s) on the evaluation which would supersede the supervisor's ratings. Changes must not obscure the original supervisor's rating and must be initialed by the reviewer. In addition, the reviewer should provide an explanation for the changes.

#### -5 Final Evaluation Discussion

The final evaluation (including the career management plan) is then presented to the employee for signature and additional discussion. This discussion is an important part of the performance management process and should be used to provide any additional clarity needed to support the employee in the next review period.

At the end of the discussion, the employee is asked to sign the evaluation. The employee's signature attests only to the fact that the employee has seen and discussed the evaluation. It does not affect the employee's right to appeal if he or she disagrees with the evaluation. If the reviewer has made changes, the employee shall be afforded the opportunity to discuss the changes with the reviewer.

### **12.5 Advance Notice of Possible Negative Determination (10-Week Advance Notice)**

#### -1 Negative Determination Definition

The term "negative determination" refers to a decision by a supervisor, with the concurrence of the reviewing authority, that an employee's performance is unsatisfactory and she or he is not eligible for an performance pay increase; or a public safety employee who is ineligible for a PPI due his/her step in grade, whose performance is rated below the level that would otherwise be necessary to qualify him/her for a PPI.

#### - 2 Ten Week Advance Notice and Performance Improvement Plan

Ten Week PIPs are documents designed to support and coach the employee. It is not a disciplinary document. When a supervisor determines that an employee might receive a negative determination, the supervisor shall consult with the reviewing authority. If the reviewing authority concurs, the supervisor shall notify the employee in writing at least 10 weeks in advance of the PPI date. The advance notice shall include a performance improvement plan that identifies the performance deficiencies and related improvements in performance or changes in behavior required to obtain a satisfactory performance rating. A copy of the 10-week advance notice shall be forwarded

to Employee Relations staff in the Department of Human Resources; the 10-week PIP is retained by the agency.

During the 10-week performance improvement period, the employee and supervisor shall meet regularly to discuss performance progress; the employee shall be given biweekly written progress reports.

If the behaviors/events causing the negative determination occurred less than ten weeks before the due date or in those cases where timely advance notice is not given, the supervisor should follow the procedures in Section 12.5-3.

### - 3 Untimely Advance Notice And 10-week Performance Improvement Plan

In the event that a supervisor does not give the employee written notice of a possible negative determination at least ten weeks before the annual evaluation due date, the following procedures shall be followed:

- a. The written ten-week notice should be given as soon as possible stating the performance deficiencies and improvements required.
- b. The department head or designee shall advise the Human Resources Director, in writing, as to why the prescribed notice was not given to the employee ten weeks prior to due date, and, if appropriate, what measures have been taken to prevent recurrence.
- c. A copy of the 10-week advance notice shall be forwarded to Employee Relations staff in the Department of Human Resources.
- d. After completion of the ten-week period, an evaluation must be given as specified in 12.3-3.

### **12.6 Annual Evaluation Following 10-Week Advance Notice**

The employee's evaluation should be given ten weeks after the written notice of a possible negative determination.

#### -1 Satisfactory Determination

- a. If, in the supervisor's, reviewing and/or appointing authority's opinion, the employee's performance has improved sufficiently, a satisfactory determination is made and the evaluation is entered into the human resources information system. The evaluation shall be forwarded to the Department of Human Resources.

- b. If the 10-week notice was given timely, the Performance Pay Increase (PPI) will be processed as scheduled, if applicable.

*-2 Negative Determination*

If, in the supervisor's, reviewing and/or appointing authority's opinion, the employee's performance has *not* improved sufficiently to warrant a satisfactory determination at the end of the ten-week notice period, a negative determination is made and the evaluation is entered into the human resources information system. The evaluation shall be forwarded to the Department of Human Resources.

- a. The PPI is not processed and a follow-up 120-day evaluation date is generated.
- b. A 120-day performance improvement plan is given to a non-probationary employee who receives a negative determination on the annual evaluation.
  - 1) 120-day PIPs are documents designed to support and coach the employee and are not disciplinary documents.
  - 2) This plan shall be in writing and shall identify the performance deficiencies and related improvements in performance or changes in behavior required to obtain a performance rating that would qualify the employee for a salary increase (if employee is otherwise eligible).
  - 3) The 120-day Performance Improvement Plan shall be issued concurrent with the evaluation. A copy shall be retained by the agency and a copy submitted to Employee Relations staff in the Department of Human Resources.
  - 3) During this 120-calendar day performance improvement period, the employee and supervisor shall meet regularly to discuss performance progress; the employee shall be given biweekly written progress reports.

**12.7 Follow-up to 120-Day Evaluation**

At the end of the 120-calendar day performance improvement period, an additional evaluation must be conducted.



- 1 Satisfactory Evaluation

The employee will receive the appropriate pay increase effective the first full pay period after the date of the 120-calendar day review if the advance notice was given timely. The PPI will be awarded retroactively to the PPI due date if the advance notice was not given in a timely manner.

- 2 Negative Determination

The employee will receive no pay increase and will not be eligible for further consideration for a pay increase until his or her next annual performance pay increase date. Additionally, the supervisor, working with the department head or designee, will determine what additional employment action, if any, is appropriate.

### **12.8 *Disciplinary Actions Issued to Employees on Performance Improvement Plans***

The county is committed to working productively with employees to improve performance and/or behavioral problems. All PIPs are intended to facilitate such improvement.

However, participation in a PIP does not preclude employees from receiving disciplinary actions, up to and including proposed dismissal from county employment. Such disciplinary actions shall be issued in accordance with Chapter 16 of these regulations.

Written reprimands, involuntary demotions, suspensions and separation from county employment, issued concurrently with a PIP, while the employee is subject to the conditions of a PIP, or closely following the completion of a PIP require the advance approval of the Human Resources Director.

### **12.9 *Signature Requirements***

Both the supervisor and the reviewer must sign the evaluation prior to the presentation of the final review to the employee for signature. Prior to entering the evaluation in the human resources information system, the employee must have been presented the evaluation with the opportunity to sign it, except when the employee is unavailable due to extended absence. If the employee elects *not* to sign the evaluation, the supervisor should note the date the employee was given the evaluation and that the employee opted not to sign.

### **12.10 *Distribution of and Access to Completed Evaluation Forms***

Evaluations provide a permanent record of employee performance and serve as a basis and documentation for a variety of formal personnel actions.

-1 Distribution

Completed performance evaluation forms shall be distributed as follows:

- a. One signed copy to the Department of Human Resources for permanent retention in the employee's official personnel file.
- b. One signed copy to the employee.
- c. One signed copy to be filed within the agency at an organizational level designated by the department head or designee. Large agencies may retain an additional copy to permit filing both at a central point and at a remote sub-unit within the agency.

-2 Confidentiality

Performance evaluation forms are confidential records. Access to them shall be restricted to the following:

- a. The employee rated.
- b. The department head and personnel within the department specifically authorized access to such records by the department head or designee.
- c. The Human Resources Director, who may make them available when needed in connection with personnel actions related to the employee.
- d. The Civil Service Commission in connection with any appeal or grievance where such records are pertinent to the matter before the Commission.
- e. The Office of the County Attorney in connection with any personnel actions, grievances, appeals, charges of discrimination filed with the U. S. Equal Opportunity Commission, or any other matters related to the employee's employment in which the County Attorney's Office is providing advice, legal counsel or representation.
- f. The Office of Human Rights and Equity Programs in connection with any personnel actions, grievances, appeals, charges of discrimination filed with the U. S. Equal Opportunity Commission, or any other federal or state agencies, or any other matters referred to it for investigation, recommendation or mediation.

Except as provided above, in no case shall any evaluator, reviewing authority or other person with access to completed forms show any such form to any person other than the employee evaluated thereon without specific permission from the employee, appointing authority, or the Human Resources Director. Failure to maintain confidentiality of personnel records may result in disciplinary action. Department heads are responsible for establishing the necessary security for locally held copies of evaluations.

No public disclosure of information from such records shall be made except with the approval of the Human Resources Director after a determination that such disclosure is in the public interest and is allowable under the law.

### **12.11 *Employee Complaint Rights***

- 1 An employee who feels that an evaluation is inaccurate or unfair should first attempt to resolve the matter during the discussion with the supervisor mandated by Sec. 12.4-2(a) and 12.4-5, or discuss the concern with the reviewing authority.
- 2 If the employee remains dissatisfied, he/she may grieve the evaluation as a non-grievable complaint eligible to receive an advisory decision as set forth in Chapter 17 of these regulations.
- 3 Non-public safety employees who have completed their initial probationary period and are not satisfied with their 120-day performance improvement plan that followed a negative determination on a performance review, may appeal the 120 day performance improvement plan as a non-grievable complaint eligible to receive an advisory decision as set forth in Chapter 17 of these regulations.

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**ACTION - 2**

Approval of a Parking Reduction for One University (Braddock District)

ISSUE:

Board of Supervisors (Board) approval of an overall 18.75 percent reduction (72 fewer spaces) of the required parking for the affordable and senior housing components of the One University site, 2020 Tax Map 57-3 ((1)) 11A (Property).

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction for the affordable and senior housing components of the One University site pursuant to Paragraph 5D of Section 11-102 of the Zoning Ordinance (Ordinance) based on the proximity of mass transit as identified in the parking study #2737-PKS-001-01, subject to the conditions in Attachment I.

TIMING:

On May 12, 2020, the Board deferred action on this item to June 9, 2020.

BACKGROUND:

The One University property is subject to proffers and conditions associated with RZ 2018-BR-025, approved by the Board on September 24, 2019. The rezoning application permits residential development consisting of a maximum of 580 multifamily residential units, including 240 affordable dwelling units (ADU). The residential units are in three separate buildings, identified as Buildings A, B and C on the final development plan. Building A would contain 120 ADUs and Building B would contain 120 affordable age-restricted senior housing units. Building C is proposed to be developed with 340 multifamily units which the applicant intends to serve the local student population of George Mason University. Buildings A and B would be made available for households earning 60% of the Area Median Income (AMI) or less.

The parking reduction request is limited to Buildings A and B, the affordable and senior housing components located on Parcel 11A. Proffer 12 of the approved rezoning allows the applicant to pursue parking reductions for the site. The applicant is proposing an 18.75 percent reduction of parking for Buildings A and B which equates to a reduction of the parking rate from the required 1.6 spaces per unit to 1.3 spaces per unit. The

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reduction request demonstrates that the proposed reduction will not affect the site, adjacent area, or nearby neighborhoods.

The proposed rate is justified for the following reasons:

- There two bus stops east of Ox Road within walking distance of the site that provide at least three separate routes with frequent service that serve three different Metrorail stations.
- CUE and Metrobus service provide direct links to grocery, retail, restaurant, and entertainment services in the City of Fairfax and at University Mall located within 1.5 miles of the development.
- Data provided by the applicant in their submission supports lower parking demand for affordable and senior housing.
- Bicycling with on-road dedicated and shared facilities are near the site for commuter and local access bicycling.
- Old Town Fairfax is a walkable one mile from the development.
- George Mason University is adjacent to the development, which offers cultural, academic, and entertainment activities. The university has a shuttle service for students, faculty, staff, and contracted service employees that serves off-campus locations in Fairfax and Prince William Counties.
- There is a proffered Transportation Demand Management (TDM) program.
- The applicant has proffered shuttle service for Buildings A and B.
- The proximity of Old Town Fairfax and University Mall to this development is suited for ridesharing usage such as Lyft/Uber.

The tables below summarize the Code required parking and the proposed parking at full buildout for Buildings A and B.

**Table 1. Proposed Minimum Parking Rate**

Land Use	Size	Rate Required by Code	Number of Spaces Required by Code	Proposed Reduction	Proposed New Minimum Number of Spaces	Proposed New Minimum Rate
Multi-Family Residential ADUs	240 units	1.6 spaces per unit	384 spaces	18.75%	312 spaces	1.3 spaces per unit

This recommendation reflects a coordinated review by the Department of Planning and Development, the Office of the County Attorney and Land Development Services (LDS).

## WITHDRAWN

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### FISCAL IMPACT:

None.

### ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated February 7, 2020  
Attachment II – Parking reduction request (2737-PKS-001-01) from Wells and Associates dated January 7, 2020

### STAFF:

Rachel Flynn, Deputy County Executive  
William D. Hicks, P.E., Director, LDS  
Eleanor Ku Coddling, Director, Permitting and Code Administration, LDS  
Michael Davis, Parking Program Manager, Site Code Research and Development, LDS

### ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

PARKING REDUCTION CONDITIONS

February 7, 2020

1. These conditions apply to the current owners, their successors and assigns (hereinafter 'owners') of the parcel identified as 2020 Tax Map 57-3 ((1)) 11A.
2. Off-street parking for each use designated below must be provided per the following minimum parking rates associated with the development site:
  - o Residential Multi-Family – 1.3 spaces per dwelling unit.
3. Any uses not listed in Condition #2 must provide parking at rates required by the Zoning Ordinance.
4. If the site is developed in substantial conformance with RZ 2018-BR-025 (the approved rezoning), then this parking reduction will remain in effect.
5. Other than spaces needed to meet accessibility requirements, the owners will not reserve parking spaces within the parking areas subject to this reduction.
6. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director for approval.
7. The owners must submit a parking utilization study for review and approval by the Director at any time in the future that the Zoning Administrator or the Director so requests. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the property's onsite parking needs. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Zoning Ordinance.
8. Any parking utilization study prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of *The Code of the County of Fairfax, Virginia* and the Zoning Ordinance in effect at the time of the study's submission.
9. Any parking provided must comply with the applicable requirements of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
10. These conditions of approval must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If these conditions have not been recorded and an extension has not been approved by the Director, approval of this parking reduction request will expire without notice six months from its approval date.

**WELLS + ASSOCIATES**

## MEMORANDUM

**To:** Jan Leavitt, P.E., Chief  
Site Code Research & Development Branch  
Department of Public Works and Environmental Services

**From:** Michael R. Pinkoske, PTP  
John A. Schick, PTP  
Evan S. Gittelman

**Re:** One University Affordable Housing  
Fairfax County Tax Map: 57-3 ((1)) 11A  
Fairfax County, Virginia

**Subject:** Residential Parking Reduction Request

**Date:** January 7, 2020

**INTRODUCTION**

This memorandum presents the results of a parking reduction study conducted in support of the One University development, located in Fairfax County. The subject site is identified as Fairfax County Tax Map Parcel 57-3 ((1)) 11A, which is located in the northwest quadrant of the University Drive/Ox Road intersection within the Braddock Magisterial District of Fairfax County, Virginia (See Figure 1). The site is zoned PDH-5 (Planned Development Housing) and is part of the One University development.

The Subject Property is currently occupied by an existing office building, 46 affordable residential dwelling units (DU), and a surface parking lot (see Figure 2). Access to/from the site is currently provided via five (5) curb cuts along University Drive. As proposed, the Subject Property would be razed and redeveloped with three (3) residential buildings consisting of a mix of affordable, affordable senior, and student housing. On the west side of the site, a 120 DU affordable family building is proposed (Building A), in the center of the site a 120 DU affordable senior housing building is proposed (Building B), and on the east side of the site a 340 DU student housing building is proposed (Building C).

Parking at the redeveloped site would primarily be located below grade with a small amount of surface parking primarily reserved for visitors and short-term. Specifically, the two (2) affordable buildings would share a below grade parking garage with access from the west side of the site via University Drive.



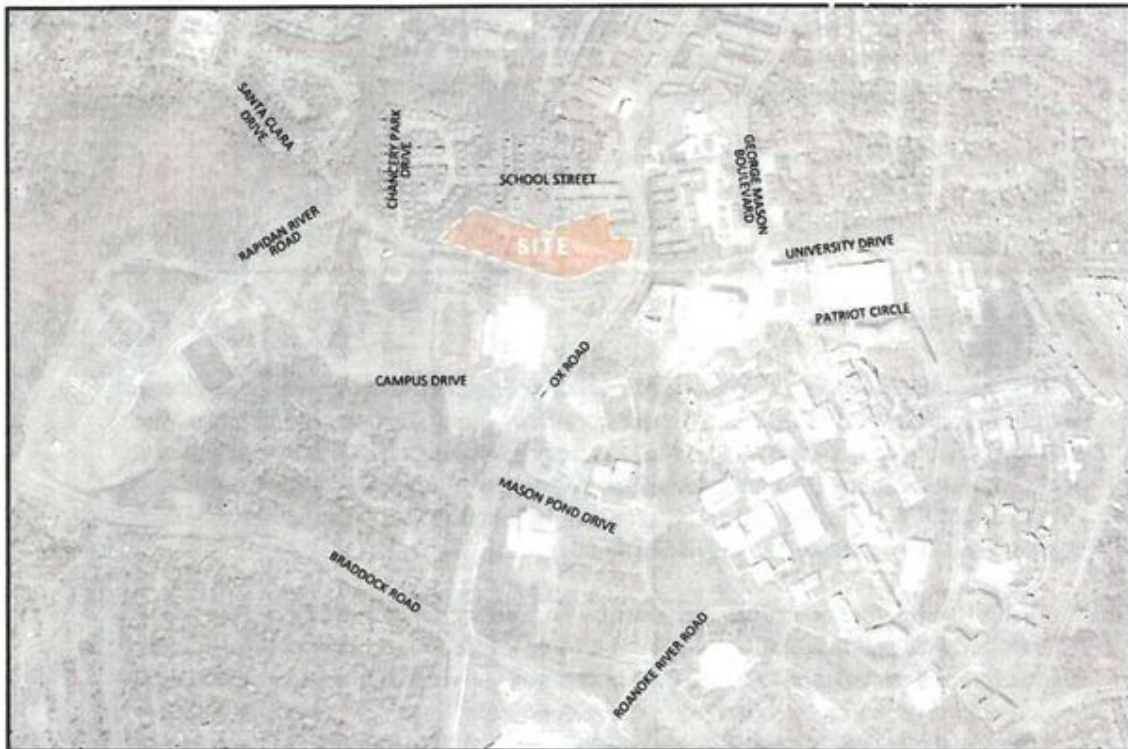


Figure 1  
Site Location Map



One University  
Fairfax County, Virginia



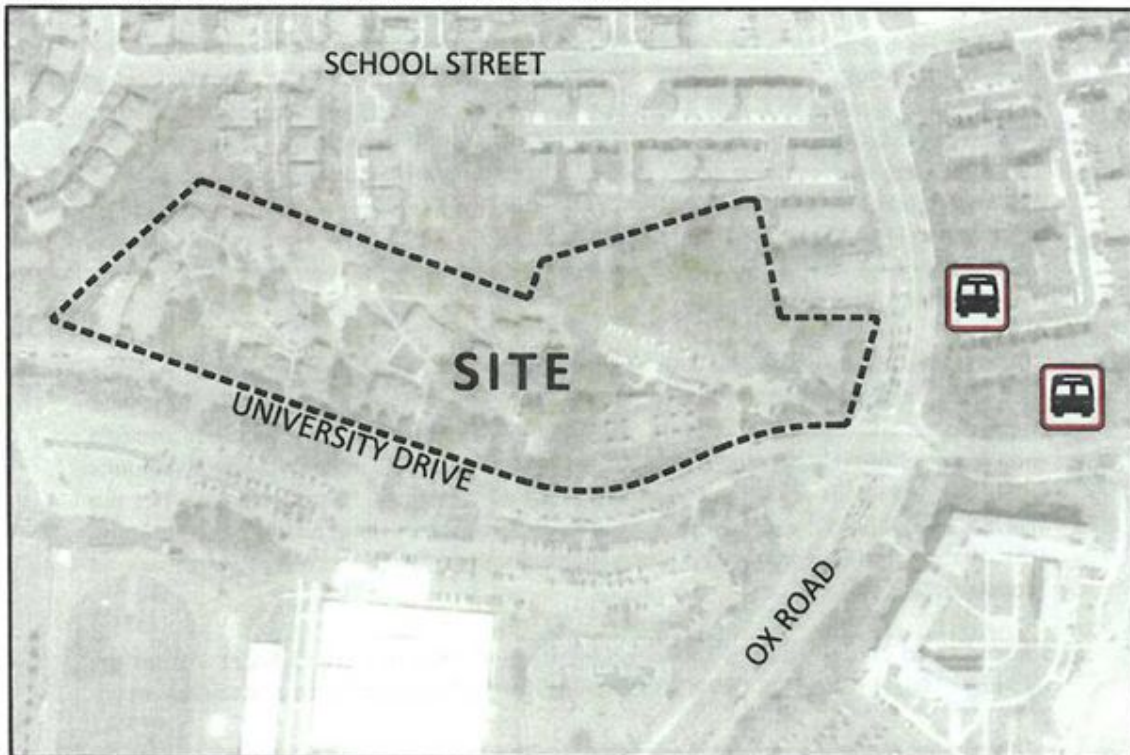


Figure 2  
Aerial of Existing Site



2

NORTH  
Orie University  
Fairfax County, Virginia



## WELLS + ASSOCIATES

### MEMORANDUM

Based on the proximity to bus stops serving mass transit, the Applicant has the ability to pursue a parking reduction for the proposed development, as may be permitted by Article 11 of the Zoning Ordinance and approved by the Board of Supervisors. The signed proffers are included as **Attachment II**.

In furtherance of this plan, the Applicant is requesting a reduction in the number of parking spaces that would be required by a strict application of the Fairfax County Zoning Ordinance as allowed by Article 11 Section 102.5.C of the Zoning Ordinance. As noted in Section 102.5.C, when the proposed development is within reasonable walking distance to: "a bus stop when service to this stop consists of more than three routes and at least one route serves a mass transit station...". Specifically, a residential parking reduction of approximately 18.75 percent from the 384 spaces (1.6 per DU) as required by the County's Zoning ordinance to 312 spaces (1.3 per DU) resulting in a total reduction of 72 parking spaces is hereby requested.

The site is currently developed with an office building, 46 affordable residential dwelling units (DU), and is served by surface parking. The Subject Property would be razed and redeveloped with two (2) affordable residential buildings with a mix of family affordable and senior affordable housing consisting of approximately 240 multifamily dwelling units (DU). No retail uses are proposed in these two (2) buildings. It is anticipated that the current plan depicts the highest amount of development to be built on the site. Therefore, the analysis included herein is a maximum program for the site and is considered conservative.

The reduced concept plan is shown on Figure 3. A full-size copy of Sheet 4 from the approved RE/FDP 2018-BR-025 is also provided for staff's convenience as **Attachment I**.

This parking reduction request is supported by the site's proximity to existing bus transit stops, trends in auto ownership in such transit rich environments, a Transportation Demand Management (TDM) program, the surrounding mix of uses within the area of the site and adjacent properties, and auto ownership trends within this type of housing market. Sources of data for this analysis include, but are not limited to, the files and library of Wells + Associates (W+A), SCG Development, plans provided by Urban Engineering, the Institute of Transportation Engineers (ITE), and Fairfax County.









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### MEMORANDUM

#### FAIRFAX COUNTY PARKING REQUIREMENTS

Article 11 of the Fairfax County Zoning Ordinance establishes parking requirements for various land uses by providing parking rates per unit of land use (i.e., per residential dwelling unit). According to the Ordinance, all required parking spaces shall be located on the same lot as the structure or uses to which they are accessory or on a lot contiguous thereto which has the same zoning classification, and is either under the same ownership, or is subject to arrangements satisfactory to the Director that will ensure the permanent availability of such parking spaces. A copy of the relevant Ordinance text is provided herein as **Attachment III**.

Article 11, Section 11-103 and 11-104 of the Ordinance outlines the parking requirements for multi-family residential and retail uses as follows:

Dwelling, Multiple Family – “One and six-tenths (1.6) spaces per unit”

Based on a strict application of the Zoning Ordinance, 384 parking spaces would be required to accommodate the parking demand associated with 240 multi-family DUs.

#### REQUESTED PARKING REDUCTION

The development would require a minimum of 384 parking spaces to meet a strict application of the Ordinance parking requirements for the project's maximum number of DUs. The Applicant is requesting an 18.75 percent reduction of the residential requirement (or up to 72 fewer spaces) than would be required by the Ordinance. This represents an effective reduction in the minimum required parking rate from 1.6 spaces per DU (Zoning Ordinance requirement) to 1.3 spaces per DU (proposed).

The basis for such a request is the provision as established in the Ordinance of the site being within reasonable walking distance to a bus stop when service to this stop consists of more than three (3) routes and at least one (1) route serves a mass transit station (Section 11-102.5.C). Copies of the relevant Ordinance text are also included in **Attachment IV**.

The following sections evaluate the requested parking reduction with respect to this provision.





## WELLS + ASSOCIATES

### MEMORANDUM

#### RESIDENTIAL PARKING REDUCTION ANALYSIS

##### Provision: Proximity to a Bus Stop with Service to a Mass Transit Station

The Fairfax County Zoning Ordinance ("the Ordinance") provides for a reduction in required off-street parking for sites located in proximity to a bus stop with service to a mass transit station. Article 11, Section 11-102.5 states:

*Subject to conditions it deems appropriate, the Board may reduce the number of off-street parking spaces otherwise required by the strict application of the provisions of this Part when a proposed development is within reasonable walking distance to a bus stop when service to this stop consists of more than three routes and at least one route serves a mass transit station or transportation facility and provides high-frequency service.*

As noted in the Ordinance, such reductions may be approved when the applicant has demonstrated to the Board's satisfaction that the spaces proposed to be eliminated are unnecessary based on the projected reduction in the parking demand resulting from the proximity of the mass transit station, or transportation facility, or bus service. The reduction request should demonstrate the proposed parking supply will not adversely affect the site, adjacent area or nearby neighborhoods.

The proposed residential uses would be well served by public transportation shows that site is within walking distance to two (2) existing bus routes with bus stops on Ox Road, University Drive, and George Mason Boulevard. Both WMATA Metrobus (17G and 29K) and Fairfax Connector (Green and Gold) busses service the site. These routes connect riders to the Vienna Metrorail Station and the King Street Metrorail Station. An express bus (17G) operated by Metrobus provides express service to/from the Pentagon. Refer to Figure 4 for the walking distances to the nearby bus stops.

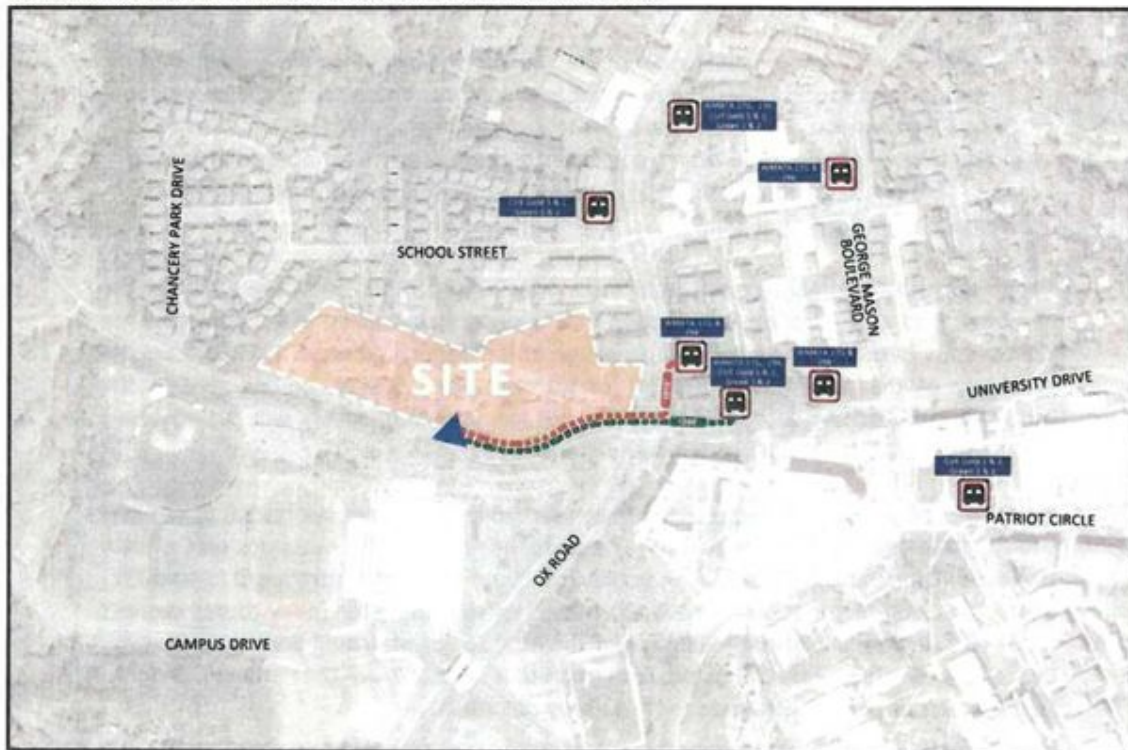
##### Metrorail Station/Bus Transit Facilities

As noted in the previous section, the bus lines servicing stops close to the site provide access to the Vienna and King Street Metrorail Stations. The Vienna station provides access to the Orange Line which operates between Vienna and New Carrollton. The King Street station provides access to the Blue Line with service between Franconia-Springfield and Largo Town Center and the Yellow Line with service between Huntington and Greenbelt. These metro lines provide access to the regions employment and culture centers including Washington DC.

A map showing the existing bus lines servicing the site are shown on Figure 5.







**Figure 4**  
**Pedestrian & Bicycle Travel Distances to the Closest Bus Stops**

 Bus Stop

  
NORTH  
One University  
Fairfax County, Virginia



Figure 5  
Existing Transit Bus Routes







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### MEMORANDUM

There are two (2) bus stops located near the site, one (1) located directly to the east of the site along Ox Road (Route 123) and one (1) located to the east along the north side of University Drive. These bus stops serve the following CUE and Metrobus routes providing bus service to/from the site area to other existing mass transit facilities, such as the Vienna/Fairfax-GMU, Pentagon, and King Street-Old Town Metrorail Stations.

#### ■ CUE Bus Green Route 1

- Weekday Service: 30-minute headways
- Weekend Service: 45-minute headways
- Connects the site to the Vienna/Fairfax-GMU Metrorail Station, running as a loop beginning and ending at the Vienna/Fairfax-GMU Metrorail station in a clockwise direction through the City of Fairfax
- Route primarily runs along Nutley Street, Arlington Boulevard, Fairfax Boulevard, Chain Bridge Road, Main Street, and Picket Road

#### ■ CUE Bus Green Route 2

- Weekday Service: 30-minute headways
- Weekend Service: 75-90-minute headways
- Connects the site to the Vienna/Fairfax-GMU Metrorail Station, running as a loop beginning and ending at the Vienna/Fairfax-GMU Metrorail station in a counterclockwise direction through the City of Fairfax
- Route primarily runs along Nutley Street, Arlington Boulevard, Fairfax Boulevard, Chain Bridge Road, Main Street, and Picket Road

#### ■ CUE Bus Gold Route 1

- Weekday Service: 30-minute headways
- Weekend Service: 60-minute headways
- Connects the site to the Vienna/Fairfax-GMU Metrorail Station, running as a loop beginning and ending at the Vienna/Fairfax-GMU Metrorail station in a clockwise direction through the City of Fairfax
- Route primarily runs along Burke Lane, Fairfax Boulevard, Jermantown Road, Main Street, Chain Bridge Road, George Mason Boulevard, and Old Lee Highway

#### ■ CUE Bus Gold Route 2

- Weekday Service: 30-minute headways
- Weekend Service: 60-minute headways
- Connects the site to the Vienna/Fairfax-GMU Metrorail Station, running as a loop beginning and ending at the Vienna/Fairfax-GMU Metrorail station in a counterclockwise direction through the City of Fairfax





## WELLS + ASSOCIATES

### MEMORANDUM

- Route primarily runs along Burke Lane, Fairfax Boulevard, Jermantown Road, Main Street, Chain Bridge Road, George Mason Boulevard, and Old Lee Highway
- WMATA Metrobus 17G (Kings Park Express Line)
  - Weekday Service: 20-minute headways
  - No weekend service provided
  - Connects the site to the Pentagon Metrorail Station, primarily running along Interstate 395, Interstate 495, and Braddock Road.
- WMATA Metrobus 29K (Alexandria-Fairfax Line)
  - Weekday Service: 60-minute headways
  - Weekend Service: 60-minute headways
  - Connects the site to the Kings Street-Old Town Metrorail Station, primarily running along Duke Street, Little River Turnpike, Main Street, and Chain bridge Road.

As noted previously, the above bus routes provide access to/from the Vienna/Fairfax-GMU, King Street, and Pentagon Metrorail Stations. In addition to metrorail access at these locations, numerous bus lines also connect providing connections throughout the region. Below summarizes the bus routes that serve these stations where commuters could transfer:

Vienna/Fairfax-GMU Metrorail Station - Bus Connections. The Vienna/Fairfax-GMU Metrorail station serves as a transit hub for multiple bus routes including 18 Fairfax Connector bus routes, four (4) CUE Bus routes, two (2) George Mason University Shuttles, and three (3) WMATA bus routes.

- Fairfax Connector – Fairfax County
  - Route 461 – Flint Hill – Tapawingo - Vienna
  - Route 463 – Maple Avenue – Tysons
  - Route 466 – Vienna – Oakton
  - Route 621 – Penderbrook - Fairfax County Government Center
  - Route 622 – Penderbrook - Fair Ridge
  - Route 623 – Fairfax County Government Center
  - Route 624 – Stringfellow Road – Fair Lakes
  - Route 630 – Centreville South
  - Route 631 – Little Rocky Run
  - Route 632 – Westfields Boulevard - Walney Road
  - Route 634 – Stringfellow Road – Fair Lakes
  - Route 640 – Stone Road - Westfields Boulevard





## WELLS + ASSOCIATES

### MEMORANDUM

- Route 641 – Centreville South - United Methodist Church Park and Ride
- Route 642 – Sully Station
- Route 644 – Centreville (Stone Road) Park and Ride
- Route 650 – Chantilly
- Route 651 – Chantilly - Brookfield
- Route 652 – Chantilly - Franklin Farm
  
- CUE Bus – City of Fairfax
  - Green Route 1
  - Green Route 2
  - Gold Route 1
  - Gold Route 2
  
- George Mason University Shuttles
  - Vienna Metro Express Shuttle
  - Mason/Vienna Metro Shuttle
  
- WMATA Metro Bus
  - 1A – Wilson Boulevard – Vienna Line
  - 2B – Fair Oaks – Jermantown Road Line
  - 29N – Alexandria – Fairfax Line
  
- King Street – Old Town Metrorail Station - Bus Connections.** The King Street – Old Town Metrorail station serves as a transit hub for multiple bus routes including six (6) DASH bus routes and five (5) WMATA bus routes.
  
- DASH – Alexandria
  - AT2 – Lincolnia – Mark Center – Braddock Road Metro
  - AT5 – Van Dorn Street Metro – Eisenhower Ave Metro – Braddock Road Metro
  - AT6 – NVCC Alexandria
  - AT7 – Landmark Mall – Nannie Lee Center
  - AT8 – Landmark Mall – Van Dorn Street Metro – Old Town
  - AT10 – Potomac Yard
  
- WMATA Metro Bus
  - 28A – Leesburg Pike Line
  - 29K, N – Alexandria – Fairfax Line
  - NH2 – National Harbor – Alexandria Line
  - REX – Richmond Highway Express





## WELLS + ASSOCIATES

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Pentagon Metrorail Station - Bus Connections. The Pentagon Metrorail station serves as a transit hub for multiple bus routes including two (2) DASH bus routes, 17 WMATA bus routes, two (2) ART bus routes, and six (6) Fairfax Connector bus routes.

#### ■ DASH – Alexandria

- AT3 – Huntington Point
- AT4 – Old Town Alexandria

#### ■ WMATA Metro Bus

- 7A, F, Y – Lincolnia – North Fairlington Line
- 7C, P – Park Center – Pentagon Line
- 7M – Mark Center – Pentagon Line
- 7W – Lincolnia – Pentagon Line
- 8S, W, Z – Foxchase – Seminary Valley Line
- 10A, E, N – Alexandria – Pentagon Line
- 16A, C, E – Columbia Pike Line
- 16L – Annandale – Skyline City – Pentagon Line
- 17B, M – Kings Park – North Springfield Line
- 17G, H, K, L – Kings Park Express Line
- 18G, H, J – Orange Hunt Line
- 18P – Burke Centre Line
- 21A, D – Landmark – Bren Mar Park – Pentagon Line
- 22A, C, F – Barcroft – South Fairlington Line
- 28F, G – Skyline City Line
- 29C, G – Annandale Line
- 29W – Braeburn Drive – Pentagon Express Line

#### ■ ART – Arlington Transit

- ART 42 – Ballston – Pentagon
- ART 87 – Pentagon Metro – Army Navy Drive – Shirlington

#### ■ Fairfax Connector

- Route 306 – GMU – Pentagon
- Route 393 – Saratoga – Pentagon – Mark Center
- Route 394 – Saratoga – Pentagon Express
- Route 395 – Gambrill – Pentagon Express
- Route 599 – Pentagon – Crystal City Express
- Route 698 – Vienna – Pentagon







## WELLS + ASSOCIATES

### MEMORANDUM

#### Access to Transit Services

As mentioned previously and shown on Figure 4, the proposed development is located in close proximity to bus stops with access to six (6) bus lines serviced by CUE and Metrobus. The two (2) bus stops in close proximity to the site are located 1015' and 1090' from the subject building. This equates to less than a five (5) minute walk.

The site is located just south of the City of Fairfax and adjacent to George Mason University. Pedestrian/bicycle access to these locations is facilitated by sidewalks and paved trails. Crosswalks with signalized pedestrian heads are provided at the following nearby signalized intersections:

- Ox Road (VA 123)/University Drive
- Ox Road (VA 123)/School Street

In addition to the pedestrian facilities already in place around the site, future improvements are proposed along with the One University development. Some of these improvements include a new shared-use path along the University Drive frontage and pedestrian infrastructure improvements at the Ox Road/University Drive intersection. Based on the connected system of pedestrian/bicycle facilities surrounding the site and the future planned improvements included with the subject application, residents would have convenient access to the transit facilities, the City of Fairfax, and George Mason University.

#### Conditions of Bicycle and Pedestrian Amenities

As described in the previous section, planned improvements to the pedestrian and bicycle facilities are planned with the One University application. The improvements included with the site are as follows:

- A new 10-foot shared-use path along the north side of University Drive from Ox Road to the western edge of the subject site.
- Curb-bump outs at the University Drive/Ox Road intersection in the four (4) quadrants. This would shorten the crossing distance for pedestrians and provide additional stacking area on the corners for pedestrians and cyclists to queue.
- Re-striping of the crosswalks at the University Drive/Ox Road intersection. High visibility crosswalks are proposed on all four (4) legs of the intersection to increase pedestrian visibility.
- Additional signage may be installed alerting the vehicles of the presence of pedestrians in the area of the University Drive/Ox Road intersection.





## WELLS + ASSOCIATES

### MEMORANDUM

- Installation of a mid-block crosswalk on University Drive connecting the site to the George Mason University Field House.

A majority of the improvements noted above are subject to VDOT approval and final details will be determined during Site Plan review.

In addition to the above noted improvements for pedestrians and cyclists, lighting throughout the routes is consistently provided by overhead pedestrian light poles. Refer to Figure 6 for the nearby pedestrian and multimodal facilities.

#### Parking Characteristics of Affordable Housing

In addition to the transit focused nature of this area of Fairfax County, the proposed residential units will be restricted to affordable housing with residents falling into the 60% of the Average Median Income (AMI). As described previously, the two (2) buildings seeking a reduction in the parking requirements are geared towards affordable family housing and senior affordable housing.

To better understand the typical parking demand at an affordable housing building, parking occupancy counts were collected at the Residences at Government Center. This apartment building is 100% affordable housing, similar to the One University development, and is located in a similar setting to the subject site. The Residences at Government Center is located along Monument Drive in Fairfax County and has similar transportation characteristics primarily relying on bus service.

Parking occupancy counts were conducted on Tuesday, November 12, 2019 through Thursday, November 14, 2019 from 5:00 AM to 12:00 AM each day. As identified on Table 1, the peak parking occupancy was observed each day at 12:00 AM. Each of the peaks were within a few vehicles with the maximum occupancy being observed on Thursday when 317 vehicles were parked on site. When using the maximum parking occupancy data in conjunction with the number of dwelling units (270), a peak observed parking ratio of 1.17 vehicles per DU is realized.

It is common practice to apply a 10% factor to maximum observed ratios to derive a recommended design parking supply ration. Applying this factor the data collected at the Residences at Government Center would imply that a parking ratio of 1.3 parking spaces per dwelling unit should be provided to adequately serve the site.

Along with the data collected at the Residences at Government Center, parking occupancy counts were also conducted at the existing Robinson Square apartments that occupy the





## WELLS + ASSOCIATES

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One University site today. The data was collected on Thursday, October 24<sup>th</sup> using similar parameters to the information collected at the Residences at Government Center. The maximum parking occupancy observed at Robinson Square was 53 vehicles or 64% occupied. When accounting for the complex containing 46 DU, a maximum observed parking ratio of 1.15 vehicles/DU was recorded. Applying the 10% factor methodology explained previously would imply that 1.28 parking spaces per DU be provided to adequately serve Robinson Square. Refer to Table 2 for the observed parking data at Robinson Square.

In addition to the actual data presented above, many local jurisdictions allow a lower parking requirement for dedicated affordable housing.

#### Parking Characteristics of Senior Housing

As discussed previously, half of the affordable units within the proposed One University development are going to be restricted to senior housing. These units will provide an opportunity for senior citizens of the Fairfax County to have access to affordable housing. Senior housing typically sees lower parking demand than that of standard multifamily units given a majority of renters only have a single vehicle per DU. In some cases, these residents may not have any vehicles in the household and rely on transit.

The Institute of Transportation Engineers (ITE) Parking Generation Manual, 5<sup>th</sup> Edition provides parking ratios for various residential housing types including multifamily housing, affordable housing, and senior adult housing. Below provides a summary of the average parking ratio for each housing type as well as the recommended supply ratio using the 10% factor discussed previously:

<u>Housing Type</u>	<u>Average Parking Ratio</u>	<u>Recommended Supply Ratio</u>
Multifamily (Mid-Rise)	1.31 vehicles/DU	1.45 spaces/DU
Affordable	0.99 vehicles/DU	1.10 spaces/DU
Senior	0.61 vehicles/DU	0.68 spaces/DU

As shown in the data above, both affordable (1.10 spaces/DU) and senior (0.68 spaces/DU) housing would have a recommended supply ratio lower than the requested reduction. When compared to the requested 1.3 spaces/DU to the recommended supplies shown above would be 15% less for the affordable housing and 48% less for the senior housing.





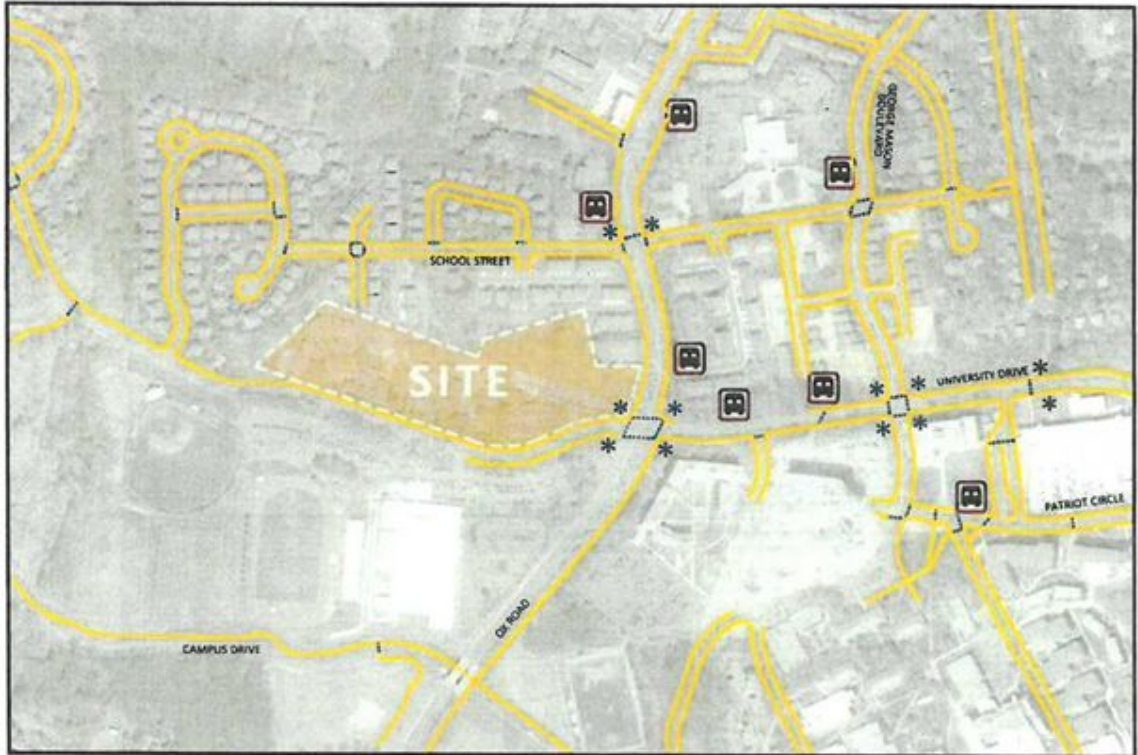


Figure 6  
Multimodal Facilities

 Bus Stop



NORTH  
One University  
Fairfax County, Virginia





Table 1  
Residence at Government Center  
Existing Parking Occupancy Summary<sup>1</sup>

Residence at Government Center						
Time	Tuesday, November 12, 2019		Wednesday, November 13, 2019		Thursday, November 14, 2019	
	Parking Occupancy	Observed Percent Occupied	Parking Occupancy	Observed Percent Occupied	Parking Occupancy	Observed Percent Occupied
5:00 AM	305	71%	309	72%	316	73%
5:30 AM	300	70%	307	71%	313	73%
6:00 AM	292	68%	302	70%	302	70%
6:30 AM	281	65%	290	67%	287	67%
7:00 AM	269	63%	277	64%	267	62%
8:00 PM	217	50%	216	50%	270	63%
8:30 PM	225	52%	276	64%	269	63%
9:00 PM	229	53%	271	63%	226	53%
9:30 PM	205	48%	280	65%	287	67%
10:00 PM	251	58%	291	68%	297	69%
10:30 PM	281	68%	296	69%	301	70%
11:00 PM	299	70%	307	71%	309	72%
11:30 PM	299	70%	301	70%	313	73%
12:00 AM	307	71%	311	72%	317	74%
SUMMARY						
Maximum Observed Parking	317	vehicles				
Total Dwelling Units	270	DU				
Maximum Observed Parking Ratio	1.17	vehicles/DU				
Recommended Design Supply Ratio <sup>2</sup>	1.30	spaces/DU				

Note(s):

- Based on counts collected by W+A on November 12, 2019, November 13, 2019, and November 14, 2019.
- Applies a 10% factor to the observed maximum parking, consistent with standard parking supply methodologies.

Table 2  
Robinson Square  
Existing Parking Occupancy Summary<sup>1</sup>

	Robinson Square	
	Total Parking Supply = 83 Spaces	Total DU = 44 DU
	Thursday, October 24, 2019	
	Parking Occupancy	Observed Percent Occupied
5:00 PM	43	52%
5:30 PM	48	58%
6:00 PM	48	58%
6:30 PM	49	59%
7:00 PM	53	64%
7:30 PM	47	57%
8:00 PM	45	54%
8:30 PM	46	55%
9:00 PM	48	58%
9:30 PM	50	60%
10:00 PM	48	58%
SUMMARY		
Maximum Observed Parking	53	vehicles
Total Dwelling Units	46	DU
Maximum Observed Parking Ratio	1.15	vehicles/DU
Recommended Design Supply Ratio <sup>2</sup>	1.28	vehicles/DU

Notes:

1. Based on counts collected by W+A on Thursday, October 24, 2019.

2. Applies a 10% factor to the observed maximum parking, consistent with standard parking supply methodologies.



## WELLS + ASSOCIATES

### MEMORANDUM

#### Visitor Parking

According to ULI, the total residential visitor parking demand is approximately 0.15 spaces per DU. Based on the proposed 240 DUs, approximately 36 residential visitor parking spaces would be required absent any reductions. It is proposed that these spaces be provided in the surface parking area based on the final number of units provided.

#### Transportation Demand Management (TDM)

The goal of TDM is to reduce the number of vehicle trips and reliance on single occupancy passenger vehicles, which in turn reduces the number of parking spaces needed to support a development as well as reduce overall traffic on the public roads in an effort to maintain a functioning transportation system. A few of the TDM strategies to be included in the plan are as follows:

- Designate a Transportation Management Coordinator who would inform the residents of alternative transit options such as Metrorail, Fairfax Connector, ridesharing, and biking/walking.
- Submit an annual report to Fairfax County.
- Create a TDM Incentive Fund.
- Conduct trip counts and monitor progress.
- Provide a on-site shuttle to take transport residents to nearby destinations.

#### Nearby Amenities

Numerous amenities are located nearby the One University site including the City of Fairfax and George Mason University. A few specific amenities in the general vicinity include:

- Multiple restaurants ranging from quick service to sit-down
- Emergency Room
- Banks/ATMs
- Coffee shops
- Churches
- George Mason University (including Eagle Bank Arena)





## WELLS + ASSOCIATES

### MEMORANDUM

#### ■ Providence Park

#### Walkscore

In order to provide an assessment of the site's access to pedestrian facilities and nearby amenities, the Walk Score was calculated for the site and is included in **Attachment V**. The Walk Score is an analysis provided by the website [www.walkscore.com](http://www.walkscore.com) and provides scores from 0 (worst) to 100 (best) for walkability. Based on its location, the subject site received a walkability score of 64 which was classified as "Somewhat Walkable – Some errands can be accomplished on foot".

#### BASIS FOR THE PARKING REDUCTION REQUEST (Z.O. 11-102.5)

The following summarizes the basis for the parking reduction request:

- The site has two (2) bus stops located near the site, (approximately 1,000 feet) that provide access to the Vienna, King Street, and Pentagon Metrorail Stations. These bus lines also provide convenient access to nearby destinations and employment center.
- The pedestrian/bicycle infrastructure on and around the site provides walking/biking routes to/from transit and area amenities. The subject development is expected to make major improvements along the University Drive frontage including a 10 foot shared use path along with numerous improvements to the pedestrian infrastructure at the Ox Road/University Drive intersection.
- The site is served by six (6) existing CUE and Metrobus routes which connect to the nearby Metrorail stations and employment centers.
- All of the subject development seeking the parking reduction is affordable housing at 60% AMI. About half of the units, or one of the two (2) buildings, will provide senior affordable housing with age restrictions. This type of housing exhibits lower parking demands than that of standard market rate housing as shown in the data included herein.
- The proposed development will include a TDM plan that would include elements to help reduce the number of household vehicles.
- The methodologies and recommendations of the parking study are consistent with the guidance provided in the Comprehensive Plan.



## WELLS + ASSOCIATES

### MEMORANDUM

#### CONCLUSIONS

Based on the documentation provided herein, the following can be concluded:

1. Under a strict application of the Zoning Ordinance, 384 parking spaces would be required to accommodate the proposed 240 multi-family dwelling units and their visitors.
2. Based on the proximity to transit, the Applicant requests a residential parking reduction of approximately 18.75 percent from the 384 spaces (1.6 per DU) as required by the County's Zoning ordinance to 312 spaces (1.3 per DU) resulting in a total reduction of 72 parking spaces is hereby requested. This parking reduction request applies only to the 240 residential units proposed and would not the student housing portion of the development.
3. There are six (6) bus routes with stops nearby to the One University development.
4. Parking occupancy data was collected over a three (3) weekday period at the Residences at Government Center. This residential development is also 100% affordable housing and has similar geographic characteristics of the proposed development with access to bus routes serving nearby metro stations. The data collected showed a maximum parking ratio of 1.17 vehicles per dwelling unit. When applying a 10% design factor, 1.3 spaces per dwelling unit should be provided to adequately serve the site.
5. Parking occupancy data was collected at the existing Robinson Square apartments that exist on the subject site today. Using the same methodologies described above, 1.28 spaces per dwelling unit should be provided to adequately serve the parking needs of the site.
6. ITE parking generation rates would imply that a parking supply of 1.10 spaces/DU would adequately serve the affordable housing and 0.68 spaces/DU would adequately serve the senior housing. These ratios amount to a reduction of 15% and 48% from the requested parking ratio of 1.3 spaces/DU for the affordable and senior housing, respectively.
7. Several elements of the TDM program would also benefit the proposed residential multi-family dwelling units and assist in encouraging use of modes other than the automobile. The proposed TDM program reduces residential parking needs while supporting County goals to reduce those peak hour vehicle trips.





## WELLS + ASSOCIATES

### MEMORANDUM

8. The proximity of nearby amenities including the City of Fairfax and George Mason University would allow residents the conduct daily errands without driving, reducing the need for auto ownership.

© \Projects\7301 - 8000\7378 One university senior Building Parking Reduction\Documents\One university Affordable housing - Parking Reduction Study\11-7-2010.docx





ACTION - 3

Authorization for Amendment to the Purchase and Sale Agreement for the Sale of the West Drive Property to the City of Fairfax

ISSUE:

Consideration of a resolution authorizing the County Executive to execute an amendment to the Purchase and Sale Agreement between the Board of Supervisors and the City of Fairfax (the Amendment) to adjust the timing for payment of the deposit and other terms.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the attached resolution authorizing the proposed Amendment for the sale of the West Drive Property to the City of Fairfax.

TIMING:

Action is requested on June 9, 2020, in order to maintain the viability of the agreement to sell the West Drive property to the City of Fairfax.

BACKGROUND:

The Board of Supervisors is the owner of 4.24 acres located at 10635 and 10637 West Drive, in the City of Fairfax (two adjacent parcels). The properties are currently improved with approximately 25,000 square feet of industrial/office buildings with approximately 175 surface parking spaces. The site is currently the location of Fairfax County's Maintenance and Stormwater Management Division (MSMD) facilities and provides office space and work quarters for MSMD personnel. Due to the site's location, age, size, and condition, it no longer meets the operational needs of the County. The facilities at West Drive will be relocated to the new Stormwater Consolidation Facility to be built on nine acres of land adjacent to the 14-acre Fairfax County Wastewater Collection Division site at Freds Oak Drive. The project is scheduled to start construction by early 2021, with an approximately three-year construction duration.

In July of 2018, staff from Fairfax County and the City of Fairfax (the City) entered into discussions regarding the sale of the West Drive properties to the City after they expressed an interest in acquiring the properties. On February 18, 2020, the County

Board Agenda Item  
June 9, 2020

executed a Purchase and Sale Agreement with the City after the Board approved the sale of the property to the City on December 3, 2019. Some of the relevant terms of the sale of the properties to the City of Fairfax are as follows:

- The initial purchase price is a total of \$4,000,000 for both parcels.
- The settlement date for the purchase is upon completion and occupancy of the Stormwater Consolidation Facility or 72 months, whichever occurs first.
- The County has the right to extend closing up to 24 months of additional time if the County is not yet able to occupy the new facility under construction.
- The City will pay a deposit of \$400,000 that is non-refundable after the expiration of the due diligence period except in certain circumstances.

The City then made its deposit of \$400,000, which is to be applied at closing to be held within 72 months from February 18, 2020, after completion of the Stormwater Consolidation Facility and the County operations at West Drive have been transferred to the new site. As stated, the County can also extend closing for 24 additional months, if necessary, to construct the new Stormwater Consolidation facility.

The City Attorney recently contacted the Office of the County Attorney, and stated that, due to the City's budget challenges arising from the COVID-19 pandemic, the City would like to amend the executed Purchase and Sale Agreement to modify the amount of its deposit and adjust the due diligence period. The City made the point that while the deposit remains in escrow, the money cannot be used by either party during these difficult times until settlement occurs. After further negotiations with County staff, the terms of the City's proposed Amendment are summarized below:

- The deposit is temporarily reduced from \$400,000 to \$50,000, amounting to a refund of \$350,000 to the City. The City also requested an extension of the due diligence period, which was originally set to expire on May 18, 2020, to allow time for the Board to consider the City's request. To preserve the City's contractual rights, a conditional letter of termination has been tendered to the County, but the proposed Amendment will extend the due diligence period and reinstate the Agreement.
- A second deposit of \$350,000 will be paid by the City no later than July 1, 2022; essentially to restore the original deposit. Please note that should the City default on the contract before July 1, 2022, the City would only forfeit the first deposit of \$50,000.



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- While the County's Stormwater Consolidated Facility project remains on schedule, the City agreed to extend the settlement date further from 72 months to 84 months. The City will also continue to allow another 24 months beyond that initial settlement period as outlined in the original terms and conditions.
- All other terms and conditions agreed to in the executed Purchase and Sale Agreement will remain in place.

Since the request would involve a significant change in the terms of the Agreement approved by the Board, staff believes it is necessary to seek the Board's approval before executing the Amendment.

FISCAL IMPACT:

The amendment to the Purchase and Sale Agreement for the sale of the West Drive properties to the City of Fairfax would still result in a minimum reimbursement of \$4 million dollars to Fund 40100, Stormwater Services.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map

Attachment 2 – Resolution

STAFF:

Rachel Flynn, Deputy County Executive

Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)

Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

Carey F. Needham, Director, DPWES, Building Design and Construction Division

Julie B. Cline, Director, DPWES, Land Acquisition Division

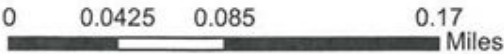
ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



**Sale of 10635 and 10637 West Drive**

Properties To Be Sold: 



**RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on Tuesday, June 9, 2020, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS** the Board of Supervisors owns approximately 4.24 acres of land located at 10635 and 10637 West Drive, City of Fairfax Tax map numbers 057-3-02-012 and 057-3- 02-013, in the City of Fairfax (the West Drive Property); and

**WHEREAS**, the City of Fairfax, Virginia and the Board of Supervisors entered into a Purchase and Sale Agreement on February 18, 2020, to sell the West Drive property to the City of Fairfax in accordance with the terms and conditions within the Agreement negotiated between the two parties; and

**WHEREAS**, since the execution of the Agreement, a sudden economic downturn brought on by the Coronavirus pandemic has caused the City to request an amendment to the terms and conditions of the Agreement by temporarily reducing the deposit to \$50,000.00 and extending the due diligence period to allow time for the amendment, and for the Board to seek an extension of the settlement period by 12 months; and

**WHEREAS** the Board finds that it would be in the best interest of the residents of Fairfax County to adjust the terms and conditions to sell the real property as described above to the City of Fairfax.

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

**ADOPTED** this 9th day of June 2020.

A Copy Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

Board Agenda Item  
June 9, 2020

ACTION - 4

Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC

ISSUE:

Adoption of a resolution (Attachment 1) authorizing the County Executive to execute an agreement extending the term of Comcast's cable franchise through December 31, 2020 (Attachment 2).

RECOMMENDATION:

The County Executive recommends that the Board authorize him to enter into an agreement with Comcast extending the term of Comcast's cable franchise without change in the terms and conditions of the franchise.

TIMING:

The Comcast cable franchise should be extended prior to its scheduled expiration on June 30, 2020.

BACKGROUND:

Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the community regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

Comcast and County staff are currently engaged in active discussions regarding renewal of the Franchise, which covers only the vicinity of Reston. A renewal agreement has not yet been reached. A limited six-month extension of the term will maintain the parties' existing rights and obligations while they seek to develop a renewal agreement.

FISCAL IMPACT:

None.

Board Agenda Item  
June 9, 2020

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed resolution  
Attachment 2 – Proposed agreement with Comcast

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
Michael S. Liberman, Director, Department of Cable and Consumer Services (DCCS)  
Frederick E. Ellrod III, Director, Communications Policy and Regulation Division, DCCS

ASSIGNED COUNSEL:

Erin C. Ward, Deputy County Attorney  
Joanna L. Faust, Assistant County Attorney

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A  
LETTER AGREEMENT WITH COMCAST OF VIRGINIA, LLC**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board of Supervisors"), held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on Tuesday, June 9, 2020, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS:**

1. Section 2(c) of the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 ("Franchise Agreement"), established the term of the Franchise as 15 years from the effective date, defined in Section 2(g) as July 1, 2005, and therefore the cable franchise ("Franchise") granted in accordance with the Franchise Agreement would expire after July 1, 2020, unless the Franchise is renewed or extended by mutual agreement; and
2. No renewal agreement has been reached and the parties are continuing to pursue the renewal procedures set forth in 47 U.S.C. § 546;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors that the County Executive is authorized to sign the attached agreement, in which the parties agree to extend the term of the Franchise Agreement through December 31, 2020.

**ADOPTED** this 9th day of June 2020.

A Copy – Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

**AGREEMENT EXTENDING  
THE TERM OF THE CABLE FRANCHISE GRANTED TO  
COMCAST OF VIRGINIA, LLC**

This Agreement is made this \_\_\_\_\_ day of June, 2020, by and between the County of Fairfax, Virginia (hereinafter the “County”), and Comcast of Virginia, LLC (hereinafter “Comcast”).

WHEREAS, the County has granted a franchise (“Franchise”) to Comcast pursuant to the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 (“Franchise Agreement”), and Chapter 9.2 of the County Code, as amended, collectively referred to as the “Franchise Documents”; and

WHEREAS, the Franchise is scheduled to expire on June 30, 2020; and

WHEREAS, Comcast initiated the franchise renewal process consistent with Section 626 of the Communications Act of 1984, as amended (“Cable Act”) via letter to the County dated August 8, 2017; and

WHEREAS, the County and Comcast are currently engaged in active discussions regarding renewal of the Franchise; and

WHEREAS, the County and Comcast each desire to enter into an amendment extending the term of the Franchise as set forth herein in order to complete negotiations and reach agreement on the renewal of the Franchise; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through December 31, 2020 (the “extension period”).

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Comcast a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day first above written.

County of Fairfax, Virginia

By \_\_\_\_\_  
Bryan J. Hill  
County Executive



Comcast of Virginia, LLC

By \_\_\_\_\_  
Misty Allen  
VP Government & Regulatory Affairs

ACTION - 5

Approval of and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Implementation of Route 28 Widening from Route 29 to Prince William County Line (Sully and Springfield Districts)

ISSUE:

Board of Supervisors' authorization for the Director of the Fairfax County Department of Transportation (FCDOT) to execute a Standard Project Agreements (SPA) with the Northern Virginia Transportation Authority (NVTA), to secure \$16 million in NVTA FY2018-2023 Six Year Program (SYP) funding for the implementation of Route 28 Widening from Route 29 to Prince William County Line.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution, substantially in the form of Attachment 1, authorizing the Director of FCDOT to execute a SPA with NVTA, substantially in the form of Attachment 2, for \$16 million in NVTA FY2018-2023 SYP funding to support the Route 28 Widening Project.

TIMING:

The Board of Supervisors should act on this item on June 9, 2020, so that NVTA can begin to release program funding for the continued implementation of the project.

BACKGROUND:

To facilitate the implementation of the regionally funded projects, NVTA and jurisdictional staff developed an SPA to govern the terms and conditions associated with the funding that NVTA approves for these regional projects. The SPA is based on requirements of HB 2313, but the SPA also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTA. County staff was extensively involved in drafting this SPA, and in tailoring it for these projects.

The SPA provides that the County will:

- Perform work in accordance with all applicable federal, state, and local laws and regulations, the SPA and the Project Description Sheet;

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- Perform or have performed all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisition as required by the SPA and necessary to complete the project;
- Update project cash flow requirements periodically;
- Provide requests for payment consistent with the approved cash flow for a project on standard requisition forms;
- Notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances. NVTA will decide whether to fund these additional costs, but only in accordance with NVTA's project selection process;
- Release or return any unexpended funds to NVTA no later than 90 days following final payment to contractors;
- Certify that any matching funds required for the project have been secured;
- Reimburse NVTA (with interest) for any funds misapplied or not used in accordance with the statutes governing NVTA's revenues;
- Certify that the County will use the project for its intended purpose for the duration of its useful life or reimburse NVTA for the residual value of the asset based on its depreciated value;
- Acknowledge that NVTA will not be responsible for operating or maintaining the project upon completion;
- Obtain all necessary permits or permissions necessary for constructing and/or operating the project;
- Comply with all applicable federal and state funding requirements, if such other sources are used to fund the project;
- Certify that it has adhered to all applicable laws and regulations, as well as the requirements of the agreement.

The SPA provides that NVTA will:

- Provide funding for the project on a reimbursement basis, as outlined in the project agreement, project budget and cash flow as originally or subsequently approved;
- Assign a project coordinator to monitor the project to ensure compliance with the agreement and review payment requisitions;
- Make project payments within 20 days, if the payment requisition is sufficient;
- Notify the County of reasons a payment requisition is declined;
- Consider additional payment requests recommended by the Executive Director and the Finance Committee;
- Conduct periodic reviews of the project to ensure that it remains in compliance with the agreed-upon project scope;

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- Advise the County in writing of any misused or misapplied funding and make recommendations to NVTAs Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- Secure reimbursement from the County (with interest) of any misused or misapplied funding;
- Make guidelines available to assist with complying with the terms of the agreement.

**Project Background**

The project will widen Route 28 from Route 29 to Prince William County Line from four to six lanes, including intersection improvements, pedestrian/bicycle facilities along the roadway and pedestrian/bicycle facilities at all intersections through the corridor.

On December 5, 2017, the Board approved staff's recommended project submissions for NVTAs consideration for the FY2018-2023 SYP. On June 14, 2018, NVTAs approved its FY2018-2023 SYP, which included \$16 million in regional funding for the Route 28 Widening Project. As part of the Board's TPP approval on December 3, 2019, \$88.35 million was included to fully fund the Route 28 Widening Project. The Board endorsed design plans for this project on February 11, 2020.

FISCAL IMPACT:

The total project cost is \$86.48 million. The project is fully funded through the following sources: \$26.00 million NVTAs regional (including \$16.00 million in FY2018-2023 funds recommended for approval in attachment 2), \$33.05 million Smart Scale, \$10.00 million in Revenue Sharing, and \$17.43 million in local funds. NVTAs monies reimbursed to the County will be allocated to Project 2G40-100-000, Rt. 28 Widening (Prince William Co Line to Rt. 29), in Fund 40010, County and Regional Transportation Projects. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute Standard Project Agreement with the Northern Virginia Transportation Authority

Attachment 2: Standard Project Agreement and Related Appendices, with the Northern Virginia Transportation Authority for the Route 28 Widening Project

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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  
Todd Minnix, Chief, Transportation Design Division, FCDOT  
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT  
Joe LaHait, Debt Coordinator, Department of Management and Budget  
Noelle Dominguez, Chief, Coordination Section, FCDOT  
Ray Johnson, Chief, Funding Section, FCDOT  
Mei Fang, Transportation Planner, Funding Section, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic) on Tuesday, June 9, 2020, at which meeting a quorum was present and voting, the following resolution was adopted:

### **AGREEMENT EXECUTION RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, the Standard Project Agreement (SPA) with the Northern Virginia Transportation Authority (NVTa) for funding in the amount of \$16,000,000 for the Route 28 Widening: Route 29 to Prince William County Line (NVTa SPA ID 2018-010-3).

Adopted this 9<sup>th</sup> day of June 2020, Fairfax, Virginia

ATTEST \_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and**

\_\_\_\_\_  
**(Recipient Entity)**

Project Name: \_\_\_\_\_

NVTA Project Number: \_\_\_\_\_

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, \_\_\_\_\_ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed \_\_\_\_\_'s application for funding and has approved \_\_\_\_\_'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by \_\_\_\_\_, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by \_\_\_\_\_ to finance the Project;

WHEREAS, NVTA agrees that \_\_\_\_\_ will design and/or construct the Project or perform such other specific work for the Project and \_\_\_\_\_ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the \_\_\_\_\_'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, NVTA's governing body and \_\_\_\_\_'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 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

\_\_\_\_\_ 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.
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 and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
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, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAs funds specified on Appendix B to pay any Project cost if the NVTAs Act does not permit such Project cost to be paid with NVTAs funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAs will provide funding for such multiple phases (as set forth on Appendix B), NVTAs may not provide funding to \_\_\_\_\_ to advance the Project to the next phase until the current phase is completed. In any circumstance where \_\_\_\_\_ seeks to advance a Project to the next phase using NVTAs funds, \_\_\_\_\_ shall submit a written request to NVTAs's Executive Director explaining the need for NVTAs's funding of an advanced phase. NVTAs's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAs's current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit \_\_\_\_\_ from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, \_\_\_\_\_ further recognizes that NVTa's reimbursement to \_\_\_\_\_ for having advance funded a Project phase will be dependent upon NVTa'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 NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. \_\_\_\_\_ shall provide all information required by NVTa 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 NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa 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. If approved by NVTa, \_\_\_\_\_ can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of \_\_\_\_\_.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. \_\_\_\_\_ understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. \_\_\_\_\_ shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to \_\_\_\_\_'s Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should \_\_\_\_\_ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, \_\_\_\_\_ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by \_\_\_\_\_s governing body or have been obtained through another, independent funding source;
12. 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 \_\_\_\_\_ and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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 \_\_\_\_\_; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that \_\_\_\_\_ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTA Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all \_\_\_\_\_’s contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of \_\_\_\_\_ for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that \_\_\_\_\_ may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA’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 NVTA, that upon final payment to all contractors for the Project, \_\_\_\_\_ will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTA 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 \_\_\_\_\_.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if \_\_\_\_\_ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that \_\_\_\_\_ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that \_\_\_\_\_ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate 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 \_\_\_\_\_ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that \_\_\_\_\_ 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 acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that \_\_\_\_\_ adhered to all applicable laws and regulations and all requirements of this Agreement.

**B. NVTA's Obligations**

NVTA shall:

- I. Provide to \_\_\_\_\_ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) 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, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ for the Project. NVTA'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 NVTA's assigned Program Coordinator all \_\_\_\_\_'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 NVTA for the Project. After submission to NVTA, NVTA'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 legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify \_\_\_\_\_ 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 NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
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 NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of \_\_\_\_\_'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that \_\_\_\_\_ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that \_\_\_\_\_ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_. 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 \_\_\_\_\_ 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.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. \_\_\_\_\_ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by \_\_\_\_\_ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, \_\_\_\_\_ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from \_\_\_\_\_'s material breach of this Agreement. If so terminated, \_\_\_\_\_ shall refund to NVTA all funds NVTA provided to \_\_\_\_\_ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide \_\_\_\_\_ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, \_\_\_\_\_ may



request that NVTA excuse \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ for the Project based upon \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, \_\_\_\_\_ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA 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. NVTA's Executive Director and \_\_\_\_\_'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 NVTA and to \_\_\_\_\_'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. NVTA's Financial Interest in Project Assets

\_\_\_\_\_ 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 NVTA 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. NVTA shall retain a financial interest in the value of each of the 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 by NVTA under this

Agreement. In the event that \_\_\_\_\_ 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, \_\_\_\_\_ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If \_\_\_\_\_ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from \_\_\_\_\_ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to \_\_\_\_\_.

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 funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

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: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 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

\_\_\_\_\_ represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

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 Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ (Name of Recipient Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A – Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Route 28 Widening: Route 29 to Prince William County Line \_\_\_\_\_  
 NVTA SPA Number: 2018-010-3 \_\_\_\_\_ Internal NVTA Project Number (leave blank): 30 \_\_\_\_\_  
 Recipient Entity: Fairfax County \_\_\_\_\_  
 Project Manager Name: Todd Minnix \_\_\_\_\_  
 Phone: (703) 877-5749 \_\_\_\_\_ email: [Wesley.Minnix@fairfaxcounty.gov](mailto:Wesley.Minnix@fairfaxcounty.gov)

### Table A-1 Project Scope/Schedule Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix A. Describe and provide rationale for changes in scope and/or schedule.

Original project application had PE phase ending in FY19. This agreement revises the end date to Dec 2020. PE estimate has been revised up from \$4.5M shown in project application, to \$5M in the agreement. RW estimate is being revised down from \$9.1M given in the project application, to \$6M in this agreement. CN start date is pushed back to FY20 from FY19. CN cost estimate has been revised down from \$77.5M in the project application, to \$75.48M in this agreement.

### Table A-2 Project Milestone by Phase Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix B. Provide Date of Revision. Any update to Appendix A, Table A-2 requires an update to Appendix B reflecting the changes.

	Project description form		Rev. 1: 06/09/2020		Rev. 2: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering	Pre FY18	FY19	Nov 2016	Dec 2020		
Right of Way	FY20	FY22	Mar 2021	Nov 2022		
Construction	FY19	FY23	Jun 2020	Dec 2023		
Capital Asset Acquisition						
Other						

	Rev. 3: MM/DD/YYYY		Rev. 4: MM/DD/YYYY		Rev. 5: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering						
Right of Way						
Construction						
Capital Asset Acquisition						
Other						

### RECIPIENT ENTITY

Submitted by (Person authorized in the resolution or Transportation Director):

Signature: \_\_\_\_\_

### NVTA

Accepted by:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Route 28 Widening: Route 29 to Prince William County Line

### Project Description

The original scope of this Route 28 project provided for the widening of Route 28 from 4-lanes to 6-lanes (3 lanes in each direction) from the Prince William County Line (bridge over Bull Run) to Route 29. The project includes bicycle and pedestrian facilities on throughout the project limits, and intersections.

After completing the initial traffic analyses, it was determined that a 6-lane facility was inadequate to handle the projected 2040 traffic volumes (see further discussion of traffic analysis under 6.2). The scope has therefore been revised to widen Route 28 from the Prince William County Line to the Route 29

Interchange from the existing 4-lanes to 7/8-lanes, including intersection improvements on all side streets by adding turn lanes and eliminating split phase signals. This Project also includes potentially relocating/realigning the Ordway Road/Compton Road/Old Centreville Road Intersection to improve traffic operations and safety through the corridor. The project will add two lanes in the southbound direction from Rt. 29 to Compton Road; and one lane in the southbound direction from Compton Road to the Bull Run Bridge (Prince William County line). It will add one lane in the northbound direction from the Bull Run Bridge to a point approximately 1,000 feet south of New Braddock Road; and two lanes in the northbound direction from this point, northward to the existing interchange at Route 29. Fairfax County application is for the original widening (to 6 lanes), with funding for the expanded scope being sought from other sources.



**Reference Number:** 2018-010-2

**TransAction ID:** 30

**Submitting Jurisdiction/Agency:** Fairfax County

**Location:** Route 29 in Centreville to Prince William County Line at the bridge over Bull Run

**Requested NVTAFunds:** \$38,270,000

**Previous NVTAFunds Received:** \$10,000,000

**Total Cost to Complete Project:** \$91,100,000

### Project Location



**Project Milestones**

	Before FY2018	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	After FY2023
Design, Engineering, Environmental Work	X	X	X					
Right of Way Acquisition				X	X	X		
Construction			X	X	X	X	X	

**Project Funding**

	Requested NVTA Funds	Other Funding Sources	Total Cost by Phase
Design, Engineering, Environmental Work		\$550,000 (Fed Demonstr) \$3,950,000 (NVTA 70%)	\$4,500,000
Right of Way Acquisition		\$3,640,000 (NVTA 70%) \$5,460,000 (Fed Demonstr)	\$9,100,000
Construction	\$38,270,000	\$2,410,000 (NVTA 70%) \$3,400,000 (Fed Demonstr) \$23,420,000 (SmartScale) \$8,576,035 (Rev Share)	\$77,500,000
<b>TOTAL:</b>	\$38,270,000	\$51,406,035	\$91,100,000

Note: There is a funding gap of \$1,423,965 for which Fairfax County has applied for revenue sharing funds.

**Project Analysis Highlights**

<b>Congestion Reduction Relative to Cost Ratio (Total Cost in \$1000's):</b>	<b>77.88</b>
<b>Congestion Reduction Relative to Cost Ratio Rank (Total Cost in \$1000's):</b>	<b>11</b>
<b>TransAction Project Rating:</b>	<b>68.40</b>
<b>TransAction Project Rating Rank:</b>	<b>25</b>

Note: The project analysis above was completed by NVTA staff using data and information from the project application and analyses of the region's transportation network.

**Regional Impacts**

- Enhance the quality of life and economic strength
- Reduce congestion on a heavily traveled section of the VA Route 28 corridor
- Improve multi-modal travel by adding pedestrian/bicycle facilities
- Improve travel times and reliability along the entire Route 28 corridor in Fairfax County and beyond.

Note: The regional impacts listed above are a summary of what was submitted in the project application NVTA staff received from the jurisdiction or agency that has applied for funding.



**APPENDIX B-PROJECT BUDGET & REIMBURSEMENT CASH FLOW SCHEDULE**

**NVTA SPA Number:**  
**NVTA Project Title:** Route 28 Widening: Route 29 to Prince William County Line  
**Date Prepared:** 6/7/2020  
**Project Sponsor:** Fairfax County  
**Contact Name & Email:** W. Todd Minnix  
[Wesley.Minnix@fairfaxcounty.gov](mailto:Wesley.Minnix@fairfaxcounty.gov)

**NOTE 1:**

Use this box when updating Appendix B for existing projects:

Revision Number	Date of Revision	Revision Number	Date of Revision
Original		4	
1		5	
2			
3			

Any update to Appendix B, Table B-2 and B-3 require an update to Appendix A Table A-2 reflecting the changes

**Column A**      **Column B**      **Column C**      **Column D**      **Column E**      **Column F**      **Column G**      **Column H**      **Column I**

**TABLE B-1 PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Project Sponsor Funds	Amount of Other Sources of Funds	List of Other Sources of Funds ( For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -		
Preliminary Engineering	\$ 5,000,000	\$ -			
Preliminary Engineering				\$ 5,000,000	NVTA FY15/16 regional funds.
Right-of-Way Acquisition	\$ 6,000,000	\$ -			
Right-of-Way Acquisition				\$ 5,000,000	NVTA FY17 regional funds.
Right-of-Way Acquisition				\$ 1,000,000	Federal Demo/Smart Scale
Construction	\$ 75,480,000	\$ 16,000,000			NVTA FY18/23 regional funding. \$10M of these funds serv
Construction				\$ 8,626,444	Federal Demo/Smart Scale
Construction				\$ 10,000,000	State Revenue Sharing (state contribution).
Construction				\$ 23,422,583	Smart Scale.
Construction			\$ 17,430,973		Local funds.
Capital Asset Acquisitions		\$ -			
Other		\$ -			
<b>Total Estimated Cost</b>	<b>\$ 86,480,000</b>	<b>\$ 16,000,000</b>	<b>\$ 17,430,973</b>	<b>\$ 53,049,027</b>	

**TABLE B-2 PROJECT REIMBURSEMENT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY**

Project Cost Category	NVTA Previously Reimbursed	Total FY2021 Project Funds	Total FY2022 Project Funds	Total FY2023 Project Funds	Total FY2024 Project Funds	Total FY2025 Project Funds	FY2026 & Future Project Funds
Study							
Preliminary Engineering							
Right-of-Way Acquisition							
Construction		\$ 3,700,000	\$ 12,300,000				
Capital Asset Acquisitions							
Other							
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ 3,700,000</b>	<b>\$ 12,300,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Cumulative Est Cost  
Crosscheck

\$ 16,000,000

Table B-2 Cumulative Estimated Cost- Column I MUST Match Table B-1 Column C - Total Estimated Cost Approved NVTA Project Funds

**TABLE B-3 QUARTERLY PROJECT REIMBURSEMENT CASH FLOW FOR NVTA FUNDS ONLY**

Quarter	NVTA Previously Reimbursed	Total FY2021 Cash Flow	Total FY2022 Cash Flow	Total FY2023 Cash Flow	Total FY2024 Cash Flow	Total FY2025 Cash Flow	FY2026 & Future Cash Flow
September			\$ 8,500,000	\$ -			
December			\$ 3,500,000	\$ -			
March		\$ 200,000	\$ 300,000	\$ -			
June		\$ 3,500,000		\$ -			
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ 3,700,000</b>	<b>\$ 12,300,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Cumulative Est Cost  
Crosscheck

\$ 16,000,000

TABLE B-3 Total Estimated Cost per Fiscal Year MUST Match Table B-2 Total Estimated Cost per Fiscal Year

Variance \$ -

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

Project Sponsor (Person Authorized to sign  
SPA / Director of Transportation)

Northern Virginia Transportation  
Authority

Northern Virginia Transportation  
Authority

Signature

Signature

Signature

Title

NVTA Executive Director

NVTA Chief Financial Officer

Date

Date

Date

Please Print name of person signing

## **APPENDIX D-Tax Covenants**

### **TAX COVENANTS (For Bond Funded Projects Only)**

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

#### **RECIPIENT ENTITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix E -Authorization of designee(s)**

*Attach this page to the recipient governing body's authorization for their respective designee(s) to execute the Standard Project Agreement and Tax Covenant (if applicable) on their behalf(s) as evinced by entity's clerk's minutes.*

**Submission of the original signed or certified copy of the governing body's authorization is required**

Revised: 2/17/2016

ACTION - 6

Approval of and Authorization to Execute an Agreement with the Washington Metropolitan Area Transit Authority for the First Amendment to the WMATA Fiscal Year 2020 Capital Funding Agreement

ISSUE:

Board approval of and authorization to execute an agreement with the Washington Metropolitan Area Transit Authority (WMATA) for the First Amendment to the WMATA Fiscal Year 2020 Capital Funding Agreement. The Board of Supervisors approved the current Capital Funding Agreement on June 22, 2010. It was originally in effect from FY 2011 through FY 2016 and has been extended several times; and the most recent extension is set to expire on June 30, 2020 (collectively, 2010 CFA). The 2010 CFA addresses system rehabilitation and the purchase of new rail cars and buses and is designed to keep the system in a “state of good repair.” WMATA now is requesting approval of an amendment that would extend the terms of the previous extension agreement for an additional year pending negotiations of a new 6-year plan, while including Loudoun County as a new party to the agreement.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors: (1) approve, in substantially the form of Attachment 1, the First Amendment to the 2020 CFA which extends the terms of the previous FY 2010 CFA including amendments (Attachment 2) through FY 2021; (2) authorize the County Executive or his designee to sign a First Amendment to the WMATA FY 2020 CFA.

TIMING:

Board action is requested on June 9, 2020, because the current CFA expires on June 30, 2020.

BACKGROUND:

The Board of Supervisors approved the current 2010 CFA on June 22, 2010, and it was originally in effect from FY 2011 through FY 2016. It has been extended several times, and the most recent extension is set to expire on June 30, 2020. WMATA and jurisdictional staff are currently in the process of developing a new long term Capital Funding Agreement to replace the current one, but due to COVID-19, were not able to complete this task before the beginning of the next fiscal year. WMATA has requested

Board Agenda Item  
June 9, 2020

that the regional partners sign the First Amendment to the current extension of the 2010 CFA. The First Amendment, among other things: (1) extends the terms of the 2010 CFA through FY 2021; (2) defines long-term debt and specifies the use of dedicated funding as the source of debt service payments; and (3) sets the County's FY2021 contribution at not more than \$40.8 million; (4) adds Loudoun County as a signatory. The FY 2021 Agreement leaves the current CFA extension largely unchanged. The key provisions of the 2010 CFA are summarized below.

The 2010 CFA includes WMATA's Capital Improvement Program (CIP), which consists of capital projects to be funded over a period of time, including useful life projections for each project. The first six-year period of the CIP in the current CFA was from FY 2011 to FY 2016. The CIP is updated for each successive six-year period through the Annual Work Plan (AWP) and annual budget approval at WMATA. Signatories of the WMATA CFA agree to use all reasonable efforts to secure funding for the CIP.

Under the CFA, WMATA bills its capital program on an expenditure basis, instead of an obligation basis. This allows the jurisdictions to fund projects as they progress versus fully funding a project in advance. It also means that projects started near the end of the CFA term may require funding after the end of the agreement to complete them. The CFA commits all jurisdictions to completing all projects that are started within the current CFA term. Payment obligations on any debt financing incurred during the agreement period also continue after the agreement expires.

The 2010 CFA includes the following major points:

- Signatories of the 2010 CFA agree to use all reasonable efforts to secure funding for the CIP.
- If there is a shortfall in revenue for the capital program, WMATA will develop a recovery plan, to be approved by the WMATA Board of Directors, which could include: use of interim funding; project redesign; project rescheduling; project deferrals; and, subject to agreement of the jurisdictions, increased contributions.
- If federal or other revenue is greater than anticipated, WMATA will use the excess revenue to fund any unfunded portions of the CIP or apply the funds to any outstanding indebtedness.
- WMATA will perform quarterly analysis and update the Annual Work Plan. The CIP will be reconciled annually and updated for the next six years.
- The jurisdictions have the ability to audit WMATA.

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- Each jurisdiction's obligation is contingent on participation by all jurisdictions.

The 2010 CFA gives each jurisdiction the option of using its existing revenues, issuing its own debt, or having WMATA issue debt on the jurisdiction's behalf to fund its share of the WMATA CIP. In the past, the County has both issued its own debt to fund the County's share of WMATA's CIP and allowed WMATA to issue debt on the County's behalf. These decisions are made at the time a long-term debt issuance is needed.

In addition to extending the existing provisions noted above, the amendment includes Loudoun County as a new party to the agreement, in preparation for the opening of Silver Line Phase 2.

FISCAL IMPACT:

WMATA's total FY 2021 Capital Budget is \$1.8 billion. The County's share of that capital budget under the First Amendment is approximately \$40.8 million. Debt service costs associated with the County's transportation bond referendum have been incorporated into the County's long-term debt ratio projections and are referenced in the FY 2020-FY 2024 Adopted Capital Improvement Program (With Future Fiscal Years to 2029) and in Fund 30000, Metro Operations and Construction. These local bonds give the Board of Supervisors the ability to pay the County's ongoing capital payments and opt-out of WMATA-issued long term debt in FY 2021.

ENCLOSED DOCUMENTS:

Attachment 1 – First Amendment to the WMATA Fiscal Year 2020 Capital Funding Agreement

Attachment 2 – Original 2010 WMATA Capital Funding Agreement

STAFF:

Rachel Flynn, Deputy County Executive

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

Joe LaHait, County Debt Manager, Department of Management and Budget

Todd Wigglesworth, Chief, Coordination and Funding Section, FCDOT

Brent Riddle, Sr. Transportation Planner, Coordination and Funding Section, FCDOT

ASSIGNED COUNSEL:

Corinne Lockett, Senior Assistant County Attorney



**Attachment 1**

**FIRST AMENDMENT TO THE  
WMATA FISCAL YEAR 2020  
CAPITAL FUNDING AGREEMENT**

**Among**

**The State of Maryland;**

**The District of Columbia;**

**Arlington County, Virginia;**

**Fairfax County, Virginia;**

**County of Loudoun, Virginia;**

**The City of Alexandria, Virginia;**

**The City of Fairfax, Virginia;**

**The City of Falls Church, Virginia;**

**And**

**The Washington Metropolitan Area Transit Authority**

**Effective Date: July 1, 2020**

**FIRST AMENDMENT TO THE  
WMATA FISCAL YEAR 2020  
CAPITAL FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO THE WMATA FISCAL YEAR 2020 CAPITAL FUNDING AGREEMENT (First Amendment) is made and effective the First day of July, 2020, by and among **the Washington Metropolitan Area Transit Authority (WMATA)**, a body corporate and politic created by interstate compact between Maryland, Virginia, and the District of Columbia; **the State of Maryland, acting by and through the Washington Suburban Transit District and the Department of Transportation; the District of Columbia; Arlington County, Virginia; Fairfax County, Virginia; County of Loudoun, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia (Contributing Jurisdictions and, collectively with WMATA, the Parties):**

**RECITALS**

1. The Parties to this First Amendment desire to extend the term of that Fiscal Year 2020 Capital Funding Agreement entered into by the Parties as of October 30, 2019 (2020 CFA) and to include the County of Loudoun, Virginia as a new Party and Contributing Jurisdiction subject to the terms of the 2020 CFA.
2. The Parties to this First Amendment desire to continue the funding and work of WMATA on the same terms and conditions currently in place under the 2020 CFA for an additional year (the Extension Term).
3. The Parties will continue to negotiate in good faith toward a longer-term capital funding agreement during the Extension Term.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, and with the intent to be bound, the Parties hereby agree as follows:

## **SEC. 1 DEFINITIONS**

Unless defined otherwise in this First Amendment all terms used in this First Amendment shall have the same meaning as is found in the 2020 CFA.

## **SEC. 2 EXTENSION OF TERM AND LONG-TERM DEBT OBLIGATIONS**

A. **Extension of Term.** Pursuant to Section 2.A. of the 2020 CFA and Section 11 of the 2010 CFA, the Parties agree to extend the term of the 2020 CFA for one additional year, from July 1, 2020 through June 30, 2021 (FY2021) on the same terms and conditions of the 2020 CFA except as changed in this First Amendment.

B. **Long Term Debt Obligations.** No Jurisdictional Capital Contribution Long-Term Debt is authorized for issuance in FY2021 at this time. If WMATA or one or more Contributing Jurisdictions identifies a need to issue Jurisdictional Capital Contribution Debt during FY2021, the Parties shall meet the requirements established for such issuance in section 4(b)(2) the 2010 CFA.

## **SEC. 3 CAPITAL IMPROVEMENT PROGRAM**

A. As is contemplated by the 2020 CFA, the WMATA Board of Directors adopted a new Fiscal Year 2021 Capital Budget in April 2020. It is the intent of the Parties that the 2020 CFA be amended to incorporate the jurisdictional funding commitments of the FY2021 Capital Budget as adopted by the Board exclusive of funds to be used to repay the debt service on previously issued bonds, Dedicated Funding, Jurisdictional Reimbursable

Projects, or PRIIA, as shown in Attachment A, which contains the FY2021 Capital Budget Financial Plan.

- B. The cash portion of the District of Columbia's Allocated Contribution to the FY2021 Capital Budget shall not exceed \$95,116,884 and this amount shall be added to the amounts contained in Section 3(B) of the 2020 CFA to constitute the new limitation on required Allocated Contributions for the District of Columbia in the total maximum amount not to exceed \$828,565,884 to be paid from the District of Columbia Capital Funds.
- C. It is the intent of the Parties that to the extent that WMATA undertakes multi-year projects in the FY2021 Capital Budget, adopted by this First Amendment, such projects shall be continued in accordance with the provisions of Section 2(e) of the 2010 CFA.

#### **SEC. 4 COUNTY OF LOUDOUN, VIRGINIA**

Effective with the execution of this First Amendment to the 2020 CFA, the parties acknowledge and agree that the County of Loudoun, Virginia has joined as a Contributing Jurisdiction and shall be included in all of the rights and responsibilities provided to each Contributing Jurisdiction therein. It is the express intent of the Parties that the 2020 CFA and all documents related thereto be interpreted to include the County of Loudoun as a Contributing Jurisdiction.

#### **SEC. 5 CONTINUING EFFECT**

This First Amendment amends certain terms and conditions of the 2010 and 2020 CFA. All other terms and conditions of the 2020 CFA that are not modified by this First Amendment shall remain in full force and effect. Should there be any conflict between the terms and conditions in this First Amendment and the 2020 CFA; the terms and conditions of this First

Amendment, and in the case of the District of Columbia the First Amendment to the Local Capital Funding Agreement, shall control.

## **SEC. 6 COUNTERPARTS**

This First Amendment may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement. The counterpart with the most recent date shall determine the date of entry of this Agreement by the Parties.

IN WITNESS WHEREOF, WMATA and the Contributing Jurisdictions have executed this Amendment by their representatives' signatures on the following pages.

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Paul J. Wiedefeld  
General Manager/Chief Executive Officer

Dated: \_\_\_\_\_

[signatures continued on following page]

STATE OF MARYLAND

acting by and through the Washington Suburban Transit District and the Department of  
Transportation

MARYLAND DEPARTMENT OF  
TRANSPORTATION

Attest:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ [Seal]  
Secretary

and

WASHINGTON SUBURBAN  
TRANSIT DISTRICT

Attest:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ [Seal]  
Chairman

Date: \_\_\_\_\_

[signatures continued on following page]

DISTRICT OF COLUMBIA

Attest:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ [[Seal]  
Mayor

Dated: \_\_\_\_\_

[signatures continued on following page]



COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

Attest:

\_\_\_\_\_  
Clerk to the County Board

By: \_\_\_\_\_ [Seal]  
County Manager  
Arlington County, Virginia

Dated: \_\_\_\_\_

[signatures continued on following page]

FAIRFAX COUNTY, VIRGINIA

Attest:

\_\_\_\_\_  
Clerk to the Board of Supervisors

By: \_\_\_\_\_ [Seal]  
County Executive  
Fairfax County, Virginia

Dated: \_\_\_\_\_

[signatures continued on following page]

COUNTY OF LOUNDOUN, VIRGINIA

Attest:

\_\_\_\_\_  
Clerk to the Board of Supervisors

By: \_\_\_\_\_ [Seal]  
County Administrator  
County of Loudoun, Virginia

\_\_\_\_\_  
County Attorney

Dated: \_\_\_\_\_

[signatures continued on following page]

PROPOSED

CITY OF ALEXANDRIA, VIRGINIA

Attest:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ [Seal]  
City Manager

Dated: \_\_\_\_\_

[signatures continued on following page]

CITY OF FAIRFAX, VIRGINIA

Attest:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ [Seal]  
City Manager

Dated: \_\_\_\_\_

[signatures continued on following page]

CITY OF FALLS CHURCH, VIRGINIA

Attest:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ [Seal]  
City Manager

Dated: \_\_\_\_\_

PROPOSED

## Attachment A

## Financial Plan - Allocation of State &amp; Local Contributions

	FY2021 Budget	FY2022 Plan	FY2023 Plan	FY2024 Plan	FY2025 Plan	FY2026 Plan	6 Year Total
<b>Federal Funding</b>							
Federal Formula Programs	\$321,106,774	\$321,106,774	\$321,106,774	\$321,106,774	\$321,106,774	\$321,106,774	\$1,926,640,644
Federal PRIIA	\$148,500,000	\$0	\$0	\$0	\$0	\$0	\$148,500,000
Other Federal Grants	\$19,964,914	\$4,428,532	\$2,800,000	\$2,960,000	\$2,840,000	\$2,840,000	\$35,833,446
<b>Total - Federal Grants</b>	<b>\$489,571,688</b>	<b>\$325,535,306</b>	<b>\$323,906,774</b>	<b>\$324,066,774</b>	<b>\$323,946,774</b>	<b>\$323,946,774</b>	<b>\$2,110,974,090</b>
<b>State &amp; Local Funding Contributions</b>							
<b>District of Columbia</b>							
Formula Match & System Performance	\$95,116,884	\$99,240,193	\$101,357,944	\$105,205,060	\$107,436,033	\$108,760,022	\$617,116,136
PRIIA	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$297,000,000
Dedicated Funding	\$178,500,000	\$178,500,000	\$178,500,000	\$178,500,000	\$178,500,000	\$178,500,000	\$1,071,000,000
<b>Subtotal - District of Columbia</b>	<b>\$323,116,884</b>	<b>\$327,240,193</b>	<b>\$329,357,944</b>	<b>\$333,205,060</b>	<b>\$335,436,033</b>	<b>\$336,760,022</b>	<b>\$1,985,116,136</b>
<b>State of Maryland</b>							
Montgomery County	\$45,005,174	\$45,864,257	\$47,564,988	\$48,676,827	\$50,496,360	\$52,746,682	\$290,354,288
Prince George's County	\$45,181,684	\$46,915,584	\$48,154,482	\$49,877,126	\$51,081,137	\$52,036,091	\$293,246,104
MD PRIIA	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$297,000,000
MD Dedicated Funding	\$167,000,000	\$167,000,000	\$167,000,000	\$167,000,000	\$167,000,000	\$167,000,000	\$1,002,000,000
<b>Subtotal - Maryland</b>	<b>\$306,686,858</b>	<b>\$309,279,841</b>	<b>\$312,219,470</b>	<b>\$315,053,953</b>	<b>\$318,077,497</b>	<b>\$321,282,773</b>	<b>\$1,882,600,392</b>
<b>Commonwealth of Virginia</b>							
City of Alexandria	\$12,401,646	\$12,773,528	\$13,146,057	\$13,535,690	\$13,943,924	\$14,363,906	\$80,164,751
Arlington County	\$22,641,546	\$23,012,708	\$23,880,758	\$24,388,260	\$25,350,214	\$26,575,529	\$145,849,016
City of Fairfax	\$715,612	\$717,184	\$751,711	\$761,431	\$798,856	\$852,639	\$4,597,433
Fairfax County	\$40,760,743	\$41,487,654	\$43,046,454	\$44,013,681	\$45,699,476	\$47,814,951	\$262,822,959
City of Falls Church	\$757,037	\$792,724	\$807,605	\$840,022	\$855,791	\$862,074	\$4,915,253
Loudoun County (1)	\$5,797,066	\$5,624,882	\$6,011,578	\$5,965,127	\$6,399,330	\$7,111,061	\$36,909,044
VA PRIIA	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$49,500,000	\$297,000,000
VA Dedicated Funding	\$154,500,000	\$154,500,000	\$154,500,000	\$154,500,000	\$154,500,000	\$154,500,000	\$927,000,000
CMAQ	\$877,153	\$903,467	\$930,571	\$958,488	\$987,243	\$1,016,860	\$5,673,783
<b>Subtotal - Virginia</b>	<b>\$287,950,804</b>	<b>\$289,312,148</b>	<b>\$292,574,734</b>	<b>\$294,462,699</b>	<b>\$298,034,834</b>	<b>\$302,597,020</b>	<b>\$1,764,932,238</b>
Jurisdiction Planning Projects	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$18,000,000
Silver Line (MWAA)	\$26,556,000	\$17,747,000	\$0	\$0	\$0	\$0	\$44,303,000
Potomac Yard (Alexandria)	\$59,050,000	\$88,900,000	\$33,870,000	\$38,580,000	\$0	\$0	\$220,400,000
Purple Line (MDOT)	\$89,000	\$194,000	\$0	\$0	\$0	\$0	\$283,000
<b>Subtotal - Jurisdictional Reimbursable</b>	<b>\$88,695,000</b>	<b>\$109,841,000</b>	<b>\$36,870,000</b>	<b>\$41,580,000</b>	<b>\$3,000,000</b>	<b>\$3,000,000</b>	<b>\$282,986,000</b>
<b>Total - State &amp; Local</b>	<b>\$1,006,449,546</b>	<b>\$1,035,673,182</b>	<b>\$971,022,148</b>	<b>\$984,301,712</b>	<b>\$954,548,364</b>	<b>\$963,639,814</b>	<b>\$5,915,634,766</b>
<b>Debt</b>	<b>\$379,346,720</b>	<b>\$580,141,220</b>	<b>\$376,817,384</b>	<b>\$314,501,415</b>	<b>\$349,140,047</b>	<b>\$368,938,324</b>	<b>\$2,368,885,110</b>
	<b>\$1,875,367,954</b>						

- (1) The jurisdictional shares of Formula Match and System Performance contributions are calculated using the original methodology which fully includes Loudoun County, rather than the prorated method used for the FY2021 Operating Subsidy calculation
- (2) Total funding requirement includes capital program expenditures, debt service, and estimated revenue loss from major shutdowns Note: Does not assume reauthorization of Federal PRIIA.

**CAPITAL FUNDING AGREEMENT**

**Among**

**The State of Maryland;**

**The District of Columbia;**

**Arlington County, Virginia;**

**Fairfax County, Virginia;**

**The City of Alexandria, Virginia;**

**The City of Fairfax, Virginia;**

**The City of Falls Church, Virginia;**

**And**

**The Washington Metropolitan Area Transit Authority**



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**ATTACHMENT 3 District of Columbia Local Capital Funding Agreement**

## CAPITAL FUNDING AGREEMENT

THIS CAPITAL FUNDING AGREEMENT (Agreement) is made and entered into this 15<sup>th</sup> day of July, 2010, by and among **the Washington Metropolitan Area Transit Authority (WMATA)**, a body corporate and politic created by interstate compact between Maryland, Virginia, and the District of Columbia; **the State of Maryland, acting by and through the Washington Suburban Transit District and the Department of Transportation; the District of Columbia; Arlington County, Virginia; Fairfax County, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia (Contributing Jurisdictions):**

### RECITALS

1. The WMATA transit system has played a critical role in the growth and prosperity of the National Capital Region and environs, and WMATA's continued economic vitality is essential to the regional transportation system and the environmental quality, economic, educational and cultural life of the Washington region.
2. The WMATA system was built and is operated through the substantial investment of public funds by the Federal Government and by State and local governments in the region.
3. The lack of sufficient secure and reliable funding to rehabilitate and maintain the WMATA transit system and to replace rail cars, buses, and other key transit assets is creating a transportation crisis, threatening the continued health and vitality of the system and jeopardizing the public investment.
4. Previously, the Parties entered into an agreement covering specific capital projects for FY2005 through FY10 (Metro Matters Funding Agreement) along with associated financing arrangements to cover those capital projects. That agreement expires on July 1, 2010 and the

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Parties wish to create a follow-on agreement for both funding FY2011-2016 on an expenditure basis and to provide an ongoing master agreement for future support of WMATA's capital needs.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereby agree as follows:

## **SEC. 1 DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings, unless the context otherwise requires:

- (1) "Agreement" means this Capital Funding Agreement.
- (2) "Allocated Contribution" means the financial share of the cost of the Capital Improvement Program to be contributed by a Contributing Jurisdiction, in accordance with the terms of this Agreement but shall not include funds to be provided to match the Dedicated Funding (PRIIA) funds.
- (3) "Annual Work Plan" means the annual plan developed by WMATA on both obligation and expenditure bases and submitted to the Contributing Jurisdictions which identifies the Capital Improvement Program projects and activities to be undertaken in the Capital Budget for a specific fiscal year and the estimated annual cash requirement of those projects and activities and the sources of funds expected to be used on an expenditure basis to meet that cash requirement.
- (4) "Authorized Representative" means the individual designated by the chief executive officer (or comparable official) of a Contributing Jurisdiction or WMATA to take actions on behalf of that Party regarding issues that arise in carrying out this Agreement.
- (5) "Capital Budget" is synonymous with the term Annual Work Plan.

(6) “Capital Improvement Program” (“CIP”) means the list of project elements including the useful life computations for each project contained therein for the period of July 1, 2010 through June 30, 2016 approved by the WMATA Board of Directors for the period of July 1, 2011 – June 30, 2016 as may subsequently be updated for this or each successive six-year period (for planning purposes only) and specific fund sources for use in supporting the specific scope, schedule, and budget (expressed in both obligation and expenditure terms) of projects that advance the Authority’s strategic objectives. See Attachment 1 for the FY2011-2016 CIP. The CIP is not considered a payment schedule. The CIP shall be updated annually as described in this Agreement.

(7) “Contributing Jurisdictions” means the State of Maryland acting by and through the Washington Suburban Transit District and the Department of Transportation; the District of Columbia; Arlington County, Virginia; Fairfax County, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia.

(8) “Days” means calendar days, unless otherwise specifically provided.

(9) “Debt” means any bond, security, debt issuance, certificate of participation, Grant Anticipation Debt, or other evidence of indebtedness issued by a public body, and includes commercial paper, lines of credit, and letters of credit to finance the program of projects to be completed under the terms of this Agreement. Debt shall be classified as either Short-Term Debt or Long-Term Debt.

(10) “Dedicated Funding” (PRIIA) means those federal funds provided to WMATA under the Passenger Rail Investment and Improvement Act of 2008 (Pub. L. 110-432). The PRIIA matching funds will be made available to WMATA pursuant to the applicable laws of the District of Columbia, Maryland, and the Commonwealth of Virginia.

(11) “Discretionary Grant” means any award of discretionary Federal financial assistance for a new or existing fixed guideway system from the capital investment grant program authorized under Section 5309 of Title 49 of the U.S. Code, or from any other discretionary grant program from any federal agency under which funds are provided on other than a formula basis.

(12) “Federal grant” means an award of financial assistance, including formula grants, discretionary grants, and cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government through the Federal Transit Administration or any other federal agency to an eligible grantee. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance, such as a fellowship or other lump sum award, which the grantee is not required to account for.

(13) “FTA” means the Federal Transit Administration.

(14) “Formula grant” means any award of Federal financial assistance from the urban formula program authorized under Section 5307 of Title 49 of the U.S. Code or the fixed guideway modernization program authorized under Section 5309 of Title 49 of the U.S. Code, or similar successor programs.

(15) “Funding Sources” shall be the various categories of funds to be used to pay for the projects covered in the CIP. These funds may be either from federal or non-federal sources. Where the Agreement requires a more detailed description of the funding source, then the following categories shall be used: Dedicated Funding, Dedicated Funding matching funds,

Formula Grants, Formula Grants matching funds, Other Federal Grants, Other Federal Grants matching funds, System Performance Funds, and Other funds.

(16) “Grant Anticipation Debt” means any debt issuance the principal and interest on which are to be paid with the proceeds of Federal grant funds.

(17) “Interim Funding Sources” means one or more letters of credit or lines of credit and related reimbursement agreements, standby bond purchase agreements, commercial paper, or similar agreements or obligations, or any combination of the foregoing, issued to or for WMATA or entered into with WMATA by a bank, insurance company, or other financial institution, or one or more resolutions, indentures, or other security agreements providing for bonds or other evidence of indebtedness of WMATA.

(18) “Long-Term Debt” means Debt with a maturity greater than 1 year.

(19) “Metro Matters Funding Agreement” means the capital funding agreement dated October 25, 2004 by and among the Washington Metropolitan Area Transit Authority; the State of Maryland acting by and through the Washington Suburban Transit District and the Department of Transportation; the District of Columbia; Arlington County, Virginia; Fairfax County, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia and covering projects in WMATA’s Fiscal Years 2005-2010.

(20) “Minimum Annual Allocated Contribution” means that annual amount of funds payable by a Contributing Jurisdiction sufficient to provide any required matching funds for (a) all federal formula and other federal grant funds awarded to WMATA and expected to be expended in the current Annual Work Plan excluding the local match to be provided by the District of Columbia, Virginia and Maryland for the Dedicated Funding (PRIIA) funds, and (b)



the System Performance Funds necessary to meet any maintenance of effort requirement for WMATA to receive Dedicated Funding.

(21) “Non-Federal funds” means funds provided by State and local sources and debt sources.

(22) “Party” or “Parties” means WMATA and the Contributing Jurisdictions.

(23) “Preventive Maintenance” means upgrades to, repairs to, and maintenance of, capital assets that provides additional value to the capital asset. The FTA definition of “preventive maintenance” is separate from and not connected to Preventive Maintenance as defined herein.

(24) “Reprogramming” means a change to an Annual Work Plan or Capital Budget that occurs outside of the Annual Work Plan process.

(25) “Short-Term Debt” means Debt with a maturity of 1 year or less.

(26) “System Performance Funds” means jurisdictional funds over and above those funds required to match any Federal grant and to be used for Capital Improvement Plan projects contained in the applicable Annual Work Plan.

(27) “WMATA” or “Authority” means the Washington Metropolitan Area Transit Authority.

## **SEC. 2 CAPITAL IMPROVEMENT PROGRAM**

(a) **Agreement of the Parties.** -- WMATA and the Contributing Jurisdictions hereby agree to and adopt the Capital Improvement Program attached as Attachment 1. The Parties further agree to comply with the terms and conditions of this Agreement and to fully and faithfully carry out their respective obligations under this Agreement. Any commitment or agreement of any Contributing Jurisdiction required by this Agreement shall be subject to the

annual appropriation of funds and other limitations on expenditures or obligations under the law of the Contributing Jurisdiction or under other applicable law as described in Section 4(b)(3)(B). This Agreement shall not constitute an indebtedness of the Contributing Jurisdictions until funds are duly appropriated and quarterly payments become due pursuant to Section 5(c)(3) of this Agreement, nor shall it constitute an obligation for which the Contributing Jurisdictions are obligated to levy or pledge any form of taxation or for which the Contributing Jurisdiction has levied or pledged any form of taxation. Nothing in this Agreement affects requirements placed on the District of Columbia, State of Maryland and Commonwealth of Virginia by the Passenger Rail Investment and Improvement Act of 2008.

**(b) Elements of Capital Improvement Program.**

(1) Program Elements. – The Capital Improvement Program proposed to be funded by this Agreement consists of those projects identified for funding along with the sources of that funding in the annually approved CIP as they are updated in accordance with this Agreement. The CIP may include any capital project or purchase eligible for capital funding and may include, for example, projects in any of the following categories:

- (A) Vehicles and Vehicle Parts, such as replacement or purchase of new rail cars, buses, paratransit vehicles and/or service vehicles, rehabilitation of rail cars and buses and replacement parts to maintain the rail fleet.
- (B) Rail System Infrastructure Rehabilitation, such as multiple systems and equipment within the rail stations and tunnels that enable safe, reliable Metrorail service.
- (C) Maintenance Facilities, such as rehabilitation, maintenance, replacement and/or new bus garages and rail yards to support repairs to vehicle fleet.
- (D) Systems and Technology, such as technology systems, software and equipment supporting transit operations and business functions.

- (E) Track and Structures, such as steel running rail that guides Metrorail trains, the cross ties and fasteners that hold the rail in place, the ballast bed that supports the cross ties and the third rail that provides power to the train. Structures include the retaining walls that protect the track bed and underground tunnels, the concrete pads that keep the track bed properly elevated and the bridges that span roads and bodies of water.
- (F) Passenger Facilities, such as facilities at Metrorail stations, including bus loops, bus stops, parking garages, surface lots, Kiss-and-Ride spaces, access roads and bus loops, bike racks and lockers.
- (G) Maintenance Equipment such as equipment to rehabilitate track and maintain the vehicle fleet (rail and bus).
- (H) Other Facilities, such as facilities that house administrative offices, training rooms, revenue processing activities, material storage, police work and a print shop.
- (I) Program Management and Support including Credit Facility and Other Financial Fees and Expenses and Program Contingencies.
- (J) Safety and Security Projects.
- (K) Preventive Maintenance as defined in this Agreement.

(2) **Description.** -- The specific projects and activities and the sources of funding to support those specific projects and activities will be set forth in the Annual Work Plan.

(c) **Cost.** -- The estimated program cost of the initial Capital Improvement Program is approximately \$5,000,000,000 in year of expenditure dollars and covering a six-year period. The initial CIP covering FY 2011-2016 is provided as Attachment 1.

(d) **Schedule.** -- The initial Capital Improvement Program will be implemented over the period beginning WMATA fiscal year 2011 and ending fiscal year 2016. There will be an

Annual Work Plan for each fiscal year, as more specifically described in Section 4 of this Agreement.

(e) **Agreement to Fund Capital Improvement Program.** -- WMATA and the Contributing Jurisdictions hereby concur in and agree to fund the Capital Improvement Program in accordance with 4(b)(1)(B) of this Agreement.

(f) **Authorized Representative.** -- Within 30 days after the Effective Date of this Agreement, WMATA and each of the Contributing Jurisdictions shall designate an Authorized Representative to act on that Party's behalf in implementing this Agreement.

### **SEC. 3 CAPITAL IMPROVEMENT PROGRAM FINANCIAL PLAN**

(a) **Funding Sources.**

The projects and activities in the Capital Improvement Program shall be funded in the most cost effective manner from one or more of the following sources: (A) Funding Sources; (B) the issuance of Debt by WMATA, with WMATA's debt service to be paid with funds received from the Contributing Jurisdictions unless a Contributing Jurisdiction has opted out of the Long-Term Debt issue in accordance with this Agreement; and (C) such other funding sources, cash management strategies or financing methods as the WMATA Board determines to be appropriate to accomplish the goals of the Capital Improvement Program. The specific amounts estimated from each Funding Source will be set forth in each Annual Work Plan.

(b) **Formula for Contributing Jurisdiction Funding.** -- The Allocated Contributions of the Contributing Jurisdictions for the Capital Improvement Program will be based on the Board-adopted FY 2010 Operations Allocation Formulas applied to each project as shown in the FY2011-2016 CIP applied to each element of the Capital Improvement Program as follows:

- (1) The Rail allocation formula will apply to Rail projects and debt issued for Rail projects.
- (2) The Bus allocation formula will apply to Bus projects and debt issued for Bus projects.
- (3) The Paratransit formula will apply to Paratransit projects and debt issued for Paratransit projects.
- (4) An average of the Rail and Bus allocation formulas will apply to General financing expenditures and for project expenditures that cannot be allocated to Rail, Bus, or Paratransit.
- (5) Dedicated Funding funded projects – Will be divided equally among the District of Columbia, State of Maryland, and Commonwealth of Virginia subject to the provisions of the various state laws establishing dedicated funding sources to match federal funds made available under the Passenger Rail Investment and Improvement Act of 2008.

The allocation formulas will be recalculated every three (3) years to reflect the then-current approved Operating Budget allocation and applied prospectively to the three subsequent Annual Work Plans.

(c) **Debt Service.** – Debt service on obligations agreed to by the Contributing Jurisdictions and issued under the Metro Matters Funding Agreement shall become obligations issued under this Agreement. The Contributing Jurisdictions shall continue to make any debt service payments as were required under the terms of the Metro Matters Funding Agreement. New debt service for obligations issued under the terms of this Agreement will be funded by the Contributing Jurisdictions as more fully set forth in Section 4(b)(2) of this Agreement.

(d) **FY 2010 Capital Projects.** -- WMATA and the Contributing Jurisdictions agree that all projects whose funding was obligated under the Metro Matters Funding Agreement but for which expenditures will occur during the scope of this Agreement will become projects under this Agreement and governed by the terms of this Agreement including the funding obligations

of the Contributing Jurisdictions thereto. It is the intent of the Parties to terminate the Metro Matters Funding Agreement and incorporate all its capital commitments into this Agreement.

#### **SEC. 4 IMPLEMENTATION OF CAPITAL IMPROVEMENT PROGRAM**

**(a) Programmatic Aspects.**

**(1) Long Term Programming** -- To assist in the prioritization of projects, each Contributing Jurisdiction will, at the execution of this Agreement, provide a schedule of funds expected to be made available to WMATA for the 2011-2016 period and successor periods (for planning purposes only) covered by this Agreement. The schedule for WMATA fiscal years 2012 - 2016 is subject to adjustment as the submitting Contributing Jurisdiction obtains more updated information. It is not binding on any Party and shall not be considered as a payment schedule. The Annual Work Plan will contain the actual funding requirements and sources of funds for the current year. The WMATA Board of Directors will approve a six-year capital program each year, with such program covering potential funding sources, a description of the project prioritization process, an explanation of how the CIP would further the strategic goals of WMATA, and an identification of the performance metrics by which the outcome of the CIP will be measured. The prioritization process shall rank and select projects based on the projects' support of WMATA's strategic goals and funding availability.

The annual documentation of the capital program will describe qualitatively and quantitatively the broad outlines of the proposed capital spending and sources for that spending for the forthcoming fiscal year and the outcomes expected to be achieved by the proposed program. The discussion of the proposed spending shall include at least the following: (i) the sources of funds for the proposed spending, (ii) expenditures by mode (e.g. bus, rail, paratransit), (iii) expenditures by project phase (e.g. planning, design, land acquisition, construction), (iv) the

indicators of the outcomes to be achieved by the proposed projects, and (v) projected spending compared to prior year actual spending rate.

(2) **Annual Work Plan.** -- WMATA shall, as a part of its annual budget process each year during this Agreement, develop and submit to the Contributing Jurisdictions a draft Annual Work Plan for the Capital Improvement Program which shall include the preliminary results of the Budget Reconciliation process contained in section 5 of this Agreement. The Annual Work Plan shall be based upon and be consistent with the updated Capital Improvement Program prepared pursuant to the reconciliation process under Section 5 of this Agreement. The Annual Work Plan along with the Capital Program will be approved by the WMATA Board of Directors prior to the start of the fiscal year covering the specific Annual Work Plan.

(3) **Contents of Plan.** -- The Annual Work Plan shall include --

(A) an identification of the projects and activities in the Capital Improvement Program for which funds will be obligated or expended during the next WMATA fiscal year;

(B) a budget for the Annual Work Plan that includes a cost estimate and source of funds for each project and activity in the Plan, by CIP category;

(C) a statement of each Contributing Jurisdiction's required Allocated Contribution for the Annual Work Plan, based on a schedule of projected quarterly cash needs including an identification of what portion of that contribution is a direct capital contribution, and what portion (if any) is to be used by WMATA to pay debt service on WMATA Long-Term Debt and WMATA Short-Term Debt (each to be stated separately in the Plan);

(D) a summary of the CIP projects and activities undertaken in the then-current WMATA fiscal year, together with the costs incurred to date and the estimated remaining costs for those projects and activities; and

(E) the preliminary results of the Budget Reconciliation process contained in section 5 of this Agreement and a revised proposed CIP.

(4) **Schedule for Approval of CIP and Annual Work Plan.** To ensure a coordinated program, the Parties agree that each annual program will be developed and approved under the following schedule:

(A) The updated 6-year CIP will be made available to the Contributing Jurisdictions no later than the 10th business day in October.

(B) A presentation will be offered to the Northern Virginia Transportation Commission at a scheduled meeting no later than the November meeting.

(C) A presentation will be offered to the Mayor and Council of the District of Columbia no later than the Wednesday immediately prior to Thanksgiving.

(D) Subject to consultation with the Maryland Department of Transportation, a public presentation will be offered in both Prince George's County and Montgomery County no later than the Wednesday immediately prior to Thanksgiving.

(E) WMATA will also present the capital program and the Annual Work Plan information to affected legislative bodies as requested.

(F) The draft Annual Work Plan shall be submitted to the Contributing Jurisdictions by December 15.



(G) Comments are due from the Contributing Jurisdictions no later than February 15th. WMATA may not be able to consider comments received after February 15<sup>th</sup> in the development of the proposed Annual Work Plan.

(H) The proposed Annual Work Plan shall be provided to the Contributing Jurisdictions immediately following the March WMATA Board meeting and shall be used by the staff of the Contributing Jurisdictions to consult with WMATA Board representatives. The amount included as the Minimum Allocated Contribution on this final Annual Work Plan will remain substantially the same for the upcoming fiscal year, subject to downward adjustment as provided in Section 4(b)(3)(B), or as otherwise requested by the WMATA Board and approved by the Contributing Jurisdictions. The final CIP and Annual Work Plan will be adopted by the WMATA Board no later than the June meeting.

**(5) WMATA Implementation Responsibilities.**

(A) General. -- WMATA will administer the Capital Improvement Program and carry out all necessary procurement actions and management oversight. All procurement actions will be undertaken in accordance with WMATA procurement policies and applicable law.

(B) Federal Grants. -- To the extent that Federal financial assistance is provided for any project or activity in the Capital Improvement Program, WMATA will develop the required Federal grant applications and/or other necessary documentation to meet FTA or other Federal program requirements, and will carry out the federally assisted project or activity in compliance with all applicable Federal requirements.

**(6) Funding Methodology For Projects in the Annual Work Plan.** New projects for the Annual Work Plan will be listed with their funding identified by both year and

Funding Source. A project may be funded by more than one type of funding. If a project is a multi-year project, then in the second and succeeding years, that project will have the first call on that funding source unless another funding source is identified. In every case, funds needed for debt service including Short Term Debt and Interim Financing and funds needed for annual “state of good repair” items shall have first claim on all funds that may legally be spent on such projects. Projects which are underway but which have remaining amounts budgeted for them in the CIP shall have the unexpended funds “rolled over” to the succeeding fiscal year. The unexpended funds shall be in addition to the succeeding year’s CIP funding requirements.

**(b) Financial Aspects.**

**(1) Cash Sources.**

(A) Federal Funds. -- WMATA commits to take all necessary and appropriate actions to secure Federal funding in the CIP (including Federal formula and discretionary grant funds under the Federal transit/highway program, the Passenger Rail Investment and Improvement Act of 2008, and such other Federal financial assistance as may be made available during the term of this Agreement) to assist in the funding of the Capital Improvement Program. WMATA will manage the Capital Improvement Program within the funding amounts agreed to by the Contributing Jurisdictions, except as otherwise provided in paragraph (C) of this subsection.

**(B) Jurisdictional Commitments.**

(i) To the extent applicable, each Contributing Jurisdiction agrees to make its Allocated Contribution to fund the Capital Budget component of the CIP and the CIP as a whole as adjusted annually in accordance with this Agreement; provided, however, that in no case will the Allocated Contribution be less than the Contributing Jurisdiction’s estimated

annual share of any required matching funds for (1) all federal formula and other federal grant funds awarded to WMATA and expected to be expended in the current Annual Work Plan, and (2) the System Performance Funds necessary to meet any maintenance of effort requirement for WMATA to receive Dedicated Funding (“Minimum Annual Allocated Contributions”). Such contributions shall be made in accordance with the requirements and procedures in subsection (3) of this Section. The source of funds for such capital contributions is in the discretion of each Contributing Jurisdiction; provided that such funds must qualify as local match under applicable FTA or other agency grant program requirements. WMATA agrees to provide each Contributing Jurisdiction with their estimated Allocated Contribution by the 10<sup>th</sup> business day in October each year.

(ii) If the expected amount of federal grant funds requiring a non-federal match increases by more than 20% over the previous year’s grant funds received by WMATA, then the Parties will confer within 30 days to determine if a change to the funding requirement contained in Section 4(b)(1)(B)(i) of this Agreement is appropriate.

(iii) Additionally, each Contributing Jurisdiction agrees to make its best efforts to provide necessary System Performance Funds to pursue the projects in the Annual Work Plan to be funded with System Performance Funds above those required to obtain Dedicated Funding. Each Contributing Jurisdiction shall inform WMATA of the amount of any such System Performance Funds to WMATA in sufficient time for WMATA staff to prepare the draft and final capital program and Annual Work Plan. The System Performance Funds will be programmed into the CIP and Annual Work Plan using the WMATA funding formulas described in Section 3(b) of this Agreement. Only those amounts which are balanced among the

Contributing Jurisdictions based on the aforementioned funding formulas will be programmed into the CIP and Annual Work Plan.

(C) Additional Limitations.

(i) As authorized in Section 4(b)(7) of this Agreement, WMATA and the District of Columbia have entered into a separate Local Capital Funding Agreement of even date herewith (“DCLCFA”) to address certain issues concerning the implementation of this Agreement that must be handled separately according to District of Columbia law. The implementation of District of Columbia obligations, representations, and warranties under this Agreement shall be controlled by the provisions of the DCLCFA set forth on Attachment 3 to the extent of any inconsistency between this Agreement and the provisions of the DCLCFA identified on Attachment 3. Section 4(b)(2)(D) of the DCLCFA provides that, if the District of Columbia exercises its prepayment rights for all long-term debt under 4(b)(2)(D) of this Agreement, then notwithstanding anything to the contrary herein, the Allocated Contribution of the District of Columbia, as shown on Table 1 of Attachment 1 of this Agreement, may not be increased above the aggregate amount of \$397,314,000 to be paid from District of Columbia capital funds, without written approval of the District of Columbia. Payments for Long Term Debt service on Metro Matters Funding Agreement debt and Long Term Debt service anticipated in this Agreement, are not included in the Allocated Contribution aggregate cap for the District of Columbia.. For informational purposes, only, the District of Columbia represents that payments for amounts such as Long Term Debt service under the Metro Matters Funding Agreement and funds associated with debt service for projects under this Agreement are funded through annual appropriations in its Operating Budget. For example, the District of Columbia has included in its proposed operating budget for FY 2011 the sum of

\$258,318,034 for payment to WMATA, which includes an amount sufficient to pay Long Term Debt service for FY 2011.

(ii) The District of Columbia agrees to review its Allocated Contributions annually to determine if any adjustments may be made. If the District of Columbia agrees to increase the District of Columbia Allocated Contributions cap by an amendment to the DCLCFA, then such increase will be incorporated into this Agreement pursuant to the Annual Work Plan process.

(iii) In the event that (i) WMATA proposes an increase that would cause the District of Columbia's Allocated Contribution to exceed an aggregate amount of \$397,314,000; and (ii) the District of Columbia denies or withholds approval of the increase in excess of that stated amount, all other Contributing Jurisdictions shall be relieved of any obligation to fund the increase proposed by WMATA in their Allocated Contributions.

(iv) In the event that the District of Columbia denies or withholds approval of such increase, all Parties shall cooperate to develop alternative solutions to any resulting revenue or program shortfalls.

**(2) Debt Sources.**

(A) General. -- In accordance with the Annual Work Plan, all or any portion of the Capital Improvement Program may be funded through short- or long-term debt financing as described in this subsection and in accordance with Section 21 and Articles IX and X of the WMATA Compact.

(B) WMATA Responsibility. -- WMATA may issue debt to assist in the financing of the Capital Improvement Program. The WMATA Board may authorize the issuance of such debt, in one or more issuances during the term of this Agreement, at such times

as it determines appropriate, in its discretion, taking into account factors such as the cash flow needs of the CIP, market conditions for financing, and WMATA's debt capacity. Any debt issued by WMATA under this subsection may be secured by a lien and pledge of WMATA's gross revenues, or (subject to any required FTA approval) of WMATA's capital assets. Any such debt secured by WMATA's gross revenues may be on parity with or subordinate to the 2003 Gross Revenue Transit Refunding Bonds, the Gross Revenue Transit Bonds Series 2009A, and the Gross Revenue Transit Bonds Series 2009B. For any such debt that is secured by WMATA's capital assets, WMATA will endeavor, consistent with the cash flow needs of the CIP and with market demands, to match the length of the debt financing to the useful life of the pledged assets, unless WMATA determines that market or other financial considerations make a different debt length more prudent. In addition to debt secured by gross revenues or capital assets as described in this paragraph, WMATA may issue debt in accordance with subsection (f) of this Section.

(C) Contributing Jurisdiction Responsibility. -- The Contributing Jurisdictions which have not elected to prepay pursuant to paragraph (D) of this subsection each commit, subject to annual appropriations, to make the annual contributions necessary in order that WMATA can make payments of debt service on debt issued by WMATA under paragraph (B) of this subsection. The amount of such contributions will be included in the respective Allocated Contribution amounts of the Contributing Jurisdictions set forth in the CIP. Such contributions shall be made in accordance with the requirements and procedures in subsection (3) of this Section. The obligation to make contributions to pay such debt service shall survive the term of this Agreement and shall remain in effect throughout the term of the WMATA debt issuance involved.

(D) Prepayment Alternative for Contributing Jurisdictions.

(1) Election. -- A Contributing Jurisdiction may elect to prepay its portion of the debt financing (other than commercial paper, letter of credit, or line of credit) needed to fund the Capital Improvement Program, as described in the CIP, in lieu of making annual contributions to pay WMATA debt service pursuant to paragraph (3) of this subsection. The elections and commitments of the Contributing Jurisdictions to make such prepayments, as of the Effective Date of this Agreement, are reflected in the CIP. If any update to the CIP during the term of this Agreement contemplates long-term debt issuances by WMATA, then the Contributing Jurisdictions shall have an opportunity to change their elections regarding prepayment, by notice to WMATA. Such notice shall be provided in writing no later than one hundred twenty (120) days after the date WMATA notifies the Contributing Jurisdictions of the need to make an election regarding such additional debt issuance.

(2) Responsibility for Repayment. -- If a Contributing Jurisdiction issues debt to make its prepayment under this paragraph, it shall pay the proceeds of such debt issuance directly to WMATA in accordance with its Allocated Contribution as set forth in the CIP and in accordance with the procedures set forth in Attachment 2. Such Contributing Jurisdiction shall be solely responsible for the repayment of the principal and interest of any debt it issues under this paragraph.

(3) Contributing Jurisdiction Commitment.

(A) General. -- The maximum amount of the Contributing Jurisdictions' Allocated Contribution of the costs of the CIP is subject to the provisions of Section 4(b)(1)(C) of this Agreement. Nothing in this Agreement shall be construed to obligate a Contributing Jurisdiction to have, as of the date that it enters into this Agreement, funding or an

appropriation in the full amount of its Allocated Contribution of the costs of the CIP. The Contributing Jurisdictions shall be solely responsible for their Allocated Contributions of the cost of the CIP. Each Contributing Jurisdiction commits, subject to its constitutional or legally equivalent provisions and throughout the term of this Agreement, to use all reasonable efforts including, but not limited to, a request by the responsible official to include the Minimum Annual Allocated Contribution as described in the draft Annual Work Plan in the Contributing Jurisdiction's annual proposed budget or other financial submission to its fiscal authority and to pursue all legally available means to secure the necessary and appropriate budget, legislative, and appropriations actions in order to obtain funding in the full amount of its Allocated Contribution of the costs of the Capital Improvement Program. Each Contributing Jurisdiction shall be solely responsible for providing its Allocated Contribution to the cost of the CIP, and in no circumstance shall one Contributing Jurisdiction be responsible for the Allocated Contribution or other obligations of any other Contributing Jurisdiction under this Agreement.

(B) Annual Commitment. -- Each Contributing Jurisdiction shall annually provide WMATA with written notice, concurrent with comments on WMATA's proposed budget, that funds have been, are intended to be, or will not be appropriated to cover its Allocated Contribution for WMATA's upcoming fiscal year, and committing to make payment of such Allocated Contribution to WMATA. No CIP or Annual Work Plan shall be approved without the certification of each Contributing Jurisdiction that the funding levels are reasonable and accurate reflections of funds to be made available. If a Contributing Jurisdiction's appropriations process is not completed by June 1, such Contributing Jurisdiction shall provide to WMATA: (i) a written explanation for the failure to make such submissions by June 1 and confirmation that amounts equal to its Allocated Contribution have been or will be included in



the next fiscal year budget to be considered by the Contributing Jurisdiction's fiscal authority; and (ii) written assurances that all reasonable efforts will be undertaken to secure the ultimate appropriation of funds in a prompt and timely fashion, or if funds will not be appropriated, then the Contributing Jurisdiction shall notify WMATA and all other Contributing Jurisdictions through their representatives listed in section 12 of this Agreement or as may be updated by each Contributing Jurisdiction in the future within five business days of the fiscal body's action. If there is a failure to appropriate the full annual Allocated Contribution, the Annual Work Plan shall be revised to conform to the available funds and submitted to the WMATA Board of Directors and the other Contributing Jurisdictions for approval.

(C) Quarterly Payments. -- Each Contributing Jurisdiction's Allocated Contribution shall be based on the approved Annual Work Plan and any subsequent adjustments derived from the Annual Budget Reconciliation Process for the quarter covered by the invoice, and paid to WMATA on a quarterly basis in advance, no later than the first day of each quarter, throughout the term of this Agreement. Any debt service included in the invoice for either Short-Term Debt or Long-term Debt shall be separately identified on the invoice. WMATA shall submit bills to the Contributing Jurisdictions for such quarterly payments forty-five (45) days prior to the date such payments are due. Thus, for example, for the July-September quarter WMATA will bill the amount in the Annual Work Plan as approved or adjusted for July-September and send each Contributing Jurisdiction an invoice for its Allocated Contribution no later than the immediately preceding May 15<sup>th</sup>. Contributing Jurisdiction payments must be received by WMATA no later than July 1. The sum of each Contributing Jurisdiction's quarterly invoices during a given fiscal year shall not exceed that Contributing Jurisdiction's Allocated Contribution in the approved Annual Work Plan.

**(4) Transitional System for FY2011 Billings** -- To transition to the billing system covered by this Agreement, WMATA shall:

(A) Bill the Contributing Jurisdictions  $\frac{1}{4}$  of the Allocated Contribution amounts for each of the first two quarters in FY2011 instead of the expected cash flow needs.

(B) Issue the final Annual Work Plan for FY2011 on or before July 1, 2010.

(C) Apply the Annual Budget Reconciliation Process to FY2011.

(D) Start the Quarterly Reporting required under the Agreement for the 1st quarter which closes on September 30, 2010, with the content of the report being progressively refined to meet the requirements of section 4(b)(5) and coming into full compliance with the report covering the 3<sup>rd</sup> quarter of FY2011.

**(5) Quarterly Reports.** At the conclusion of every quarter, WMATA shall prepare a report on the result of the preceding quarter for submittal to the Contributing Jurisdictions no later than forty five (45) days following the close of the quarter. Such report shall contain a review of capital project scope, cost, and schedule changes; the status of contracts necessary for the implementation of capital projects; the status of year-to-date expenditures relative to budget and the Annual Work Plan; the status of all cash and debt sources relative to budget and the Annual Work Plan; updated project cash flow projections and program cash requirements; and a comparison of the billed amount to amounts actually paid out for the preceding quarter. Such report shall be provided in a quarterly financial report to the WMATA Board.

**(6) Timeliness of Payment.**

(A) Treatment of Payments. -- Interest shall accrue on all payments made by a Contributing Jurisdiction until the funds are expended. WMATA shall place such funds so contributed into an interest earning account, with interest to be compounded monthly at WMATA's then current earnings rate for its short-term investments. Interest earned on funds contributed by a Contributing Jurisdiction shall be applied as a credit against future payments for Allocated Contributions due from that jurisdiction under this Agreement, unless otherwise directed in writing by that jurisdiction.

(B) Non-Payment or Late Payments. -- If a Contributing Jurisdiction fails to make a quarterly payment in full to WMATA when such payment is due after certification by the Contributing Jurisdiction as required under section 4(b)(3)(B), WMATA shall notify the other Contributing Jurisdictions and may issue debt or otherwise advance funds as deemed necessary by the WMATA General Manager to replace the amount of payment not timely received. In the event that WMATA issues debt, WMATA shall charge such Contributing Jurisdiction an amount equal to the sum of (i) the financing and interest costs and expenses (or lost interest earnings) incurred by or on behalf of WMATA in connection with such debt issuance or advance of funds; (ii) any administrative costs incurred by WMATA in connection with obtaining such replacement funding; and (iii) any penalties or losses incurred by WMATA assessed by a third party as a result of such late or non-payment. The total amount of the charges assessed under this paragraph, together with the unpaid quarterly payment, shall be due and payable to WMATA no later than thirty (30) days after the date of assessment by WMATA plus interest compounded monthly at the WMATA short-term investment earnings rate until the date of full payment.

(7) **Local Capital Funding Agreements.** -- WMATA, with the approval of the WMATA Board, may enter into Local Capital Funding Agreements with some or all of the Contributing Jurisdictions, consistent with this Agreement and the Attachments hereto, to establish arrangements to implement the Contributing Jurisdiction's commitment to pay its Allocated Contribution of the cost of the Capital Improvement Program, in the event that the budgetary process of a Contributing Jurisdiction makes such an agreement necessary or appropriate.

(8) **Interim Funding Sources and Security Interests.**

(A) **Interim Funding Authority.** -- The WMATA Board of Directors is authorized to use Interim Funding Sources, including borrowing, on behalf of WMATA in such amounts and at such times as, in the Board's sole judgment, are necessary and appropriate for the purpose of implementing the projects and activities in the Capital Improvement Program and any Annual Work Plan funded through direct capital contributions.

(B) **Security Interests.** -- WMATA may create security interests in its rights and interests in amounts paid or received as direct capital contributions from the Contributing Jurisdictions under this Agreement, as such amounts shall become available and are paid to or for the account of WMATA under the terms of this Agreement. Such amounts may be pledged as security for the costs of Interim Funding Sources. Each Contributing Jurisdiction shall comply with any reasonable and legal request of WMATA to execute, acknowledge, and deliver appropriate instruments and assurances as may be necessary or desirable to confirm and effectuate any such security interest created by WMATA in connection with Interim Funding Sources. Nothing in this subsection shall be construed as requiring any Contributing Jurisdiction to make any payment under this Agreement to anyone other than WMATA. For purposes of this

subsection, the “cost of Interim Funding Sources” includes payments of principal and interest thereunder and all fees, expenses, and other amounts incurred or payable under any Interim Funding Sources.

(C) Limitation. -- The borrowing authority authorized by this subsection may not be used by any Contributing Jurisdiction to satisfy its funding obligations under this Agreement.

(9) WMATA Risk Mitigation. -- Section 22 of the WMATA Compact prohibits WMATA from making any commitment or incurring any obligations with respect to the construction or acquisition of any transit facilities “until funds are available therefor.” The Parties acknowledge that the commitments of the Contributing Jurisdictions under this Agreement are intended to satisfy the requirements of Section 22 under an expenditure-based budget. In order to address the risk of non-appropriation or late payment of funds by a Contributing Jurisdiction or insufficient funding by the Federal Government, and to assure compliance with Section 22 of the WMATA Compact, WMATA intends to continue to maintain a risk mitigation credit facility using one or more of the following: a line of credit, letter of credit, commercial paper program, or other credit facility determined by WMATA in its discretion to be appropriate and feasible. Such risk mitigation credit facility shall be in addition to any other credit facility which may be put in place as a working capital or other cash flow aid.

(10) Annual Changes to the CIP -- In addition to making the funding commitments described in this Section and subject to the provisions of the District of Columbia Local Capital Funding Agreement (attached as Attachment 3), the Parties agree to adjust the program of projects included in the scope of this Agreement, each year within the term of this agreement on a rolling basis, in order to provide the funding required to meet WMATA’s

ongoing and updated CIP needs and other capital needs, and for planning WMATA's ongoing and updated CIP needs and other capital needs on a rolling basis for years beyond the term of this agreement.

## **SEC. 5 ANNUAL BUDGET RECONCILIATION PROCESS**

(a) **Reconciliation.** -- As part of its annual budget process in each year during the term of this Agreement, WMATA shall prepare a reconciliation of –

(1) the actual expenditures for projects and activities under the current Capital Improvement Program to date, and for that fiscal year, as compared to the planned expenditures for such projects and activities for the same fiscal year;

(2) the actual Allocated Contribution of each of the Contributing Jurisdictions to date, as compared to the scheduled Allocated Contribution of each Contributing Jurisdiction for the current CIP;

(3) the projected Allocated Contributions of each Contributing Jurisdiction for the current CIP;

(4) the actual amount of Federal grant funds received for the Capital Improvement Program, as compared to the budgeted or projected amount of Federal grant funds for the same fiscal year; and

(5) the current forecast of expenditures; and

(6) the estimated cost to complete the remaining projects and activities in the current Capital Improvement Program and expected sources of those funds.

(b) **Application of Reconciled Payment Amounts.** On or before October 15<sup>th</sup>, WMATA shall have performed the reconciliation described in the above section, including whether there is a surplus of funds paid in by the Contributing Jurisdictions. The results of this

reconciliation shall be used in the Annual Work Plan currently under development as well as to review the Annual Work Plan for the fiscal year then currently in effect at the time that the reconciliation is completed. If the results of the reconciliation indicate a need to adjust the then-current year's Annual Work Plan billing amounts, those adjustments shall become effective with the billing for the 3<sup>rd</sup> quarter, which begins on January 1. The surplus amount may be made available to the Contributing Jurisdictions only if there is no expectation that those funds will be needed within the next six succeeding quarters measured from WMATA's fiscal year 3<sup>rd</sup> quarter (beginning on January 1) and that the refund of the surplus will not result in WMATA receiving less funds (including the surplus funds) than is required to be needed to meet the expected costs of the program over the next six calendar quarters. If surplus funds are provided to the Contributing Jurisdictions, the funds will be made available prior to the 3<sup>rd</sup> or 4<sup>th</sup> quarter of the fiscal year in which the reconciliation was completed.

(c) **Revenue Shortfalls.** -- If the reconciliation process conducted under subsection (a) of this Section reveals that there are shortfalls in revenues for the Capital Improvement Program due to late or insufficient contributions by a Contributing Jurisdiction or to the receipt of less than the assumed level of Federal funds, or other funds that support the CIP, WMATA shall develop a recovery plan for addressing such shortfalls. Such recovery plan, as approved by the WMATA Board of Directors through its annual budget process, shall include one or more of the following alternatives: (1) utilization of Interim Funding Sources; (2) value engineering, project re-design, or other cost reduction measures for future projects or activities; (3) re-scheduling of projects or activities in the Capital Improvement Program; (4) subject to agreement of the Contributing Jurisdictions, increasing the levels of Allocated Contributions from the

Contributing Jurisdictions; and/or (5) the implementation of Project Deferrals under subsection (e) of this Section.

(d) **Revenue Increases.** If the reconciliation process conducted under subsection (a) of this Section reveals that Federal or other funds have been received which substantially exceed the assumed level of funding, such excess funds shall be applied to (1) to the unfunded priorities in the Capital Needs Inventory or to other needs identified by the WMATA Board; or (2) to any outstanding indebtedness, thereby reducing the Allocated Contributions of the Contributing Jurisdictions, as determined by the WMATA Board of Directors through its annual budget process.

(e) **Project Deferrals.** If WMATA is unable to satisfactorily address revenue shortfalls under subsection (c) of this Section, the WMATA Board may, through the next WMATA budget process, modify the Capital Improvement Program to defer certain projects or activities in order to assure that the Capital Improvement Program can be funded during the term of this Agreement within the amount of available financial resources.

(f) **Updated Capital Improvement Program.** The WMATA staff shall, as soon as practical after each annual reconciliation process conducted under this Section, develop an updated Capital Improvement Program. This updated document, if approved by the WMATA Board, will replace and supercede all previous versions of the Capital Improvement Program and.

(g) **Reprogramming of Funds and Projects During the Term of This Agreement.** The Parties recognize that the scope, pricing or desirability of some projects will change during the term of this Agreement. To address these possibilities, WMATA agrees to provide the



Contributing Jurisdictions with advance notice of any request to reprogram funds in an amount greater than \$1,000,000 per project.

(h) **Final Distribution.** In the event that this Agreement is terminated pursuant to section 8 of this Agreement, any amounts remaining at the expiration of this Agreement shall be first used to fund any remaining unfunded projects or activities in the Capital Improvement Program as indicated in the attached Capital Improvement Program, and then, if any funds remain, will be credited or refunded to the Contributing Jurisdictions, as directed by the Contributing Jurisdictions.

(i) **Financial Records.**

(1) **Maintenance of Records.** -- During the term of this Agreement, WMATA agrees to maintain separate and complete accounting records which are consistent with generally accepted governmental accounting procedures and which accurately reflect all income and expenditures of funds which may be provided under this Agreement. WMATA will retain all such CIP records for the same period that records are required to be kept for the FTA or other federal grants, unless there is an outstanding written Contributing Jurisdiction or FTA financial or audit question, which is not resolved by the Contributing Jurisdiction or FTA auditor. The records of WMATA must be in sufficient detail to determine the character and timing of fund items; and of contract obligation and expenditure transactions authorized by this Agreement.

(2) **Audits.**

(A) **Timing for Performance.** -- A Contributing Jurisdiction or its agent may perform an audit of WMATA's expenditures of funds and the sources of those funds provided by this Agreement for a period of up to three (3) fiscal years preceding a request for audit from the Contributing Jurisdiction provided that the request is received no later than one

hundred eighty (180) days after the release of the WMATA audit for the preceding year and transmittal of the audit to the Contributing Jurisdictions with a notice of their audit rights under this Agreement. Any such audit shall be commenced within sixty (60) days after the date of the request, and shall be completed (to the maximum extent practicable) within 180 days after the date it is commenced. The Contributing Jurisdiction will assume all financial responsibility for any costs associated with the performance of such audits. If more than one Contributing Jurisdiction initiates an audit on a timely basis under this paragraph, the audits shall be consolidated into a single audit for the applicable fiscal years and the Contributing Jurisdictions participating in the audit shall share in the cost of the audit. WMATA agrees to cooperate fully with a Contributing Jurisdiction or its authorized agent or designee in the conduct of any audit carried out in accordance with this paragraph. In addition to the foregoing, in the event that any Contributing Jurisdiction's bond, the proceeds of which were used to meet the funding obligation of the Agreement or any transaction pertaining to such Contributing Jurisdiction's bond, is the subject of any tax, securities or similar federal or state law investigation, inquiry or suit, WMATA shall promptly allow the Contributing Jurisdiction access, at the Contributing Jurisdiction's expense, to any record it may have relating to WMATA's use of the proceeds of such Contributing Jurisdiction's bond so that the Contributing Jurisdiction may participate and respond to any aspect of such investigation, inquiry or suit. In the event WMATA is notified that any Contributing Jurisdiction's bond, the proceeds of which were used to meet funding obligations of this Agreement or any transaction pertaining to any such Contributing Jurisdiction's bond, is the subject of any tax, securities or similar federal or state law investigation, inquiry or suit, WMATA shall promptly notify the Contributing Jurisdiction and

allow the Contributing Jurisdiction to participate in all aspects of the conduct or any response WMATA may make in such regard.

(B) Audit Results. -- If it is determined as a result of such an audit under this paragraph that the Contributing Jurisdiction has made payments in excess of or less than the amount(s) provided for pursuant to the terms and conditions of this Agreement and the CIP, WMATA will make appropriate adjustments in the amount due to WMATA from such Contributing Jurisdiction in the next fiscal year. The audit rights provided under this paragraph shall survive the termination date of this Agreement.

## **SEC. 6 DISPUTES**

(a) Informal Resolution -- The Parties agree to use all reasonable efforts to resolve any disputes, which arise under or otherwise relate to this Agreement. If the Parties, at staff level, cannot resolve such a dispute through initial discussions within thirty (30) days after the date it first arises, then the Party seeking a resolution shall, through its Authorized Representative, provide written notice of the nature of the dispute and the issues involved to the Authorized Representatives of each other Party involved. Such other Parties shall respond within thirty (30) days, stating their position on the issue presented and their proposal for resolution. The Authorized Representatives shall then meet within the next thirty (30) days in an attempt to resolve the dispute. If the dispute is not resolved within thirty (30) days following the date of the last meeting, any Party to the dispute may refer the matter to the WMATA Board for resolution.

(b) Alternative Resolution. -- If a dispute arising under this Agreement is not resolved pursuant to subsection (a) of this Section, the Parties thereto may agree to pursue a mutually acceptable alternative dispute resolution procedure. If such a procedure is not utilized

or does not result in a final and binding resolution of the dispute, any Party thereto may pursue a civil action for appropriate relief in a court of competent jurisdiction.

## **SEC. 7 REPRESENTATIONS AND WARRANTIES**

(a) **By WMATA.** -- WMATA makes the following representations as of the Effective Date of this Agreement as a basis for the undertakings pursuant to this Agreement.

(1) WMATA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder;

(2) WMATA by proper WMATA Board action has duly authorized the execution and delivery of this Agreement;

(3) When executed and delivered by the Contributing Jurisdictions and by WMATA, this Agreement will constitute the legal, valid and binding obligation of WMATA enforceable in accordance with its terms, except as such enforceability is limited by annual appropriations, bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally.

(4) No director, officer, or employee of WMATA who exercises or has exercised any functions or responsibilities over any procurement contract in connection with the Capital Improvement Program shall have or obtain a personal or financial interest or benefit from any activity in connection with the procurement contract or have an interest in any contract, subcontract, or agreement with respect thereto during the term of this Agreement.

(b) **By Contributing Jurisdictions.** -- Each Contributing Jurisdiction makes the following representations as of the Effective Date of this Agreement as a basis for the undertakings pursuant to this Agreement.

(1) The Contributing Jurisdiction has all necessary power and authority to enter into the transactions contemplated by this Agreement and to carry out its individual obligations hereunder;

(2) Each Contributing Jurisdiction has individually duly authorized the execution and delivery of this Agreement;

(3) When executed and delivered by each Contributing Jurisdiction, this Agreement will constitute the legal, valid and binding obligation of the individual entity enforceable in accordance with its terms, except as such enforceability is limited by annual appropriations, bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally;

(4) No officer, or employee of any Contributing Jurisdiction who exercises or has exercised any functions or responsibilities over a procurement contract in connection with the Capital Improvement Program shall have or obtain a personal or financial interest or benefit from any activity in connection with the procurement contract or have an interest in any contract, subcontract, or agreement with respect therewith during the term of this Agreement.

## **SEC. 8 EFFECTIVE DATE AND TERM OF AGREEMENT**

(a) Effective Date. The Parties acknowledge and agree that this Agreement is in consideration of and contingent upon the execution of the Local Funding Agreement for Capital Funding by and between WMATA and the District of Columbia to be executed concurrently with the execution of this Agreement. Accordingly, this Agreement shall take effect on the date of execution by the last signatory to either this Agreement or the District of Columbia Local Funding Agreement for Capital Funding.

(b) Term. The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2016. Where there are projects which have been started during the term of the Agreement or where bonds or other financial instruments have been issued pursuant to the Metro Matters Funding Agreement (for those Contributing Jurisdictions who did not opt out of the Long Term Debt issuance) or pursuant to this Agreement, the Contributing Jurisdictions, subject to annual appropriations, agree to continue to make their Allocated Contributions for those projects or debt service until the conclusion of the projects or the final maturity of the bonds or other financial instruments.

(c) Future Negotiations. No later than June 30, 2015, WMATA and the Contributing Jurisdictions agree to commence discussions for a successor capital funding agreement. WMATA will ask each Contributing Jurisdiction for an affirmative response to whether it wishes to participate in a successor agreement. Each Contributing Jurisdictions shall give an affirmative notice in accordance with Section 12 of this Agreement no later than October 1, 2015, either that: (1) it intends to continue under the Agreement, subject to amendment only of the projects included in the CIP and the cost of a new 6 year CIP and the renegotiation of the Local Funding Agreement with the District of Columbia (2) it requests negotiation of additional terms of the agreement in addition to those specified in the preceding clause or (3) it wishes to terminate the agreement as of June 30, 2016. It is the Parties' desire to limit negotiations only to the items listed in clause (1) if at all possible. A failure to timely respond will be deemed an election to terminate the Agreement. If a Contributing Jurisdiction gives or is deemed to give the required notice that it is terminating its participation in this Agreement, then the Agreement shall terminate as of June 30, 2016, except as covered by subsection (b), above.

## **SEC. 9 RECITALS**

The Recitals set forth in this Agreement are material parts of this Agreement and are binding on the Parties to the same extent as the other terms and conditions hereof.

## **SEC. 10 NO THIRD PARTY BENEFICIARIES**

The Parties to this Agreement do not intend any non-signatory to this Agreement or any other third Party to be a third Party beneficiary to this Agreement, nor do the Parties intend for any such third Party to have any rights or benefits under this Agreement or to have standing to bring an action or claim in any court or other forum to enforce any provision of this Agreement.

## **SEC. 11 AMENDMENTS**

This Agreement may be amended or modified only by written agreement duly executed by all the Parties.

## **SEC. 12 NOTICES**

All notices under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or sent by the U.S. Postal Service or by a courier service or national overnight delivery service, to any Party as follows:

To the State of Maryland:  
Department of Transportation:

Director, Washington Area Transit Programs  
Maryland Department of Transportation  
4351 Garden City Drive, Suite 305  
Hyattsville, MD 20785

with a copy to:

Chairman, Washington Suburban Transit District  
4351 Garden City Drive, Suite 305  
Hyattsville, MD 20785

To the District of Columbia:

Director  
District Department of Transportation  
2000 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20009

With copies to:

Chief Financial Officer for the District of Columbia  
John A. Wilson Building, Room 203  
1350 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Attorney General for the District of Columbia  
John A. Wilson Building, Room 409  
1350 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

To Arlington County, Virginia:

Director  
Department of Management and Finance  
2100 Clarendon Boulevard, Suite 501  
Arlington, VA 22201

with a copy to:

Director  
Department of Environmental Services  
2100 Clarendon Boulevard, Suite 900  
Arlington, VA 22201

To Fairfax County, Virginia:

Director  
Fairfax County Department of Transportation  
12055 Government Center Parkway, 10<sup>th</sup> Floor  
Fairfax, VA 22035-5511

To the City of Alexandria, Virginia:

City Manager  
City of Alexandria  
301 King Street  
Alexandria, VA 22314



To the City of Fairfax, Virginia:

Mayor  
City of Fairfax  
10455 Armstrong Street  
Fairfax, VA 22030

with a copy to:

Transportation Director  
City of Fairfax  
10455 Armstrong Street  
Fairfax, VA 22030

To the City of Falls Church, Virginia:

City Manager  
City of Falls Church  
300 Park Avenue  
Falls Church, VA 22046

To the Washington Metropolitan Area Transit Authority:

General Manager  
600 Fifth Street, N.W.,  
Washington, D.C. 20001

with a copy to:

The General Counsel  
Washington Metropolitan Area Transit Authority  
600 Fifth Street, N.W., Second Floor  
Washington, D.C. 20001

### **SEC. 13    SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the Contributing Jurisdictions and WMATA.

### **SEC. 14    NO DEBT GUARANTEES**

No Contributing Jurisdiction guarantees the debt of WMATA or any other Contributing Jurisdiction, nor any obligation of WMATA or any other Contributing Jurisdiction.

## SEC. 15 REQUIREMENT FOR ANNUAL APPROPRIATIONS

Notwithstanding any other provisions of this Agreement, all obligations of the Contributing Jurisdictions are subject to discretionary annual appropriation of funds by the governing bodies thereof or other appropriate legislative bodies thereof and shall be consistent with the anti-deficiency laws applicable to each Contributing Jurisdiction.

## SEC. 16 COUNTERPARTS

This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement. The counterpart with the most recent date shall determine the date of entry of this Agreement by the Parties listed on page one.

IN WITNESS WHEREOF, WMATA and the Contributing Jurisdictions have executed this Agreement on this 15<sup>th</sup> day of July, 2010.

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY

Attest:

Secretary

By:

Richard Sarles  
Interim General Manager

[Seal]

Dated:

7/1/10

Approved as to Form and Legal Sufficiency:

By:

Office of General Counsel

[signatures continued on following page]

STATE OF MARYLAND

acting by and through the Washington Suburban Transit District and the Department of  
Transportation

MARYLAND DEPARTMENT OF  
TRANSPORTATION

Attest:

Richard P. Long Jr.  
Witness

By: Bruce H. Long [Seal]  
Secretary

and

WASHINGTON SUBURBAN  
TRANSIT DISTRICT

Attest:

Thomas G. Peter  
Witness

By: Peter Benjamin [Seal]  
Chairman

Approved as to Form and Legal Sufficiency:

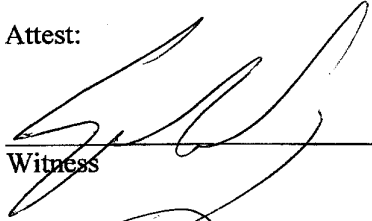
By: Thomas G. Peter  
Assistant Attorney General


Date: June 16, 2010

[signatures continued on following page]

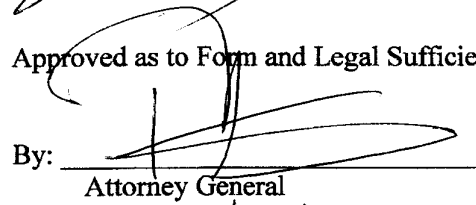
DISTRICT OF COLUMBIA

Attest:

  
\_\_\_\_\_  
Witness

 [Seal]  
\_\_\_\_\_  
By: Mayor

Approved as to Form and Legal Sufficiency:

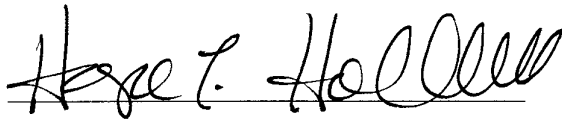
  
\_\_\_\_\_  
By: Attorney General

Dated: 6/30/10

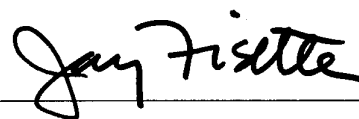
[signatures continued on following page]

COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

Attest:

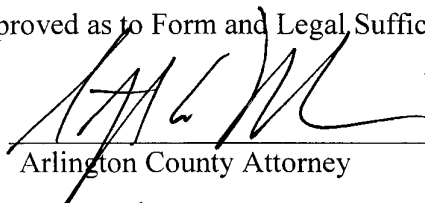


Clerk to the County Board

By:  [Seal]

Chair  
County Board  
Arlington County, Virginia

Approved as to Form and Legal Sufficiency:

By:   
Arlington County Attorney

Dated: 7/2/10

[signatures continued on following page]

FAIRFAX COUNTY, VIRGINIA

Attest:

Nancy Vekris  
Clerk to the Board of Supervisors

By: At Ginty [Seal]  
County Executive  
Fairfax County, Virginia

Approved as to Form and Legal Sufficiency:

By: David P. Bolger  
County Attorney

Dated: 6/30/10

[signatures continued on following page]

CITY OF ALEXANDRIA, VIRGINIA

Attest:

Jackie M. Henderson  
City Clerk

By: [Signature] [Seal]  
City Manager

Approved as to Form and Legal Sufficiency:

By: [Signature]  
Deputy City Attorney

APPROVED AS TO FORM:  
[Signature]  
DEPUTY CITY ATTORNEY

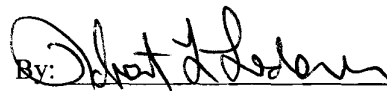
Dated: 7/22/10

[signatures continued on following page]


CITY OF FAIRFAX, VIRGINIA

Attest:

  
City Clerk

By:  [Seal]  
Mayor

Approved as to Form and Legal Sufficiency:

By:   
City Attorney

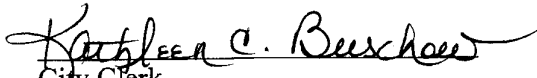
Dated: 7/14/2010

[signatures continued on following page]



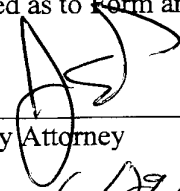
CITY OF FALLS CHURCH, VIRGINIA

Attest:

  
\_\_\_\_\_  
City Clerk

By:  [Seal]  
\_\_\_\_\_  
City Manager

Approved as to Form and Legal Sufficiency:

By:   
\_\_\_\_\_  
City Attorney

Dated: 6/29/10

ACTION - 7

Action on Election Results and Appointment to the McLean Community Center  
Governing Board (Dranesville District)

ISSUE:

Pursuant to the Memorandum of Understanding (MOU) between the Fairfax County Board of Supervisors and the Governing Board of the McLean Community Center dated February 8, 1984, the results of the election for members to the Governing Board shall be reported to the Board of Supervisors at its first meeting following the election. The Board of Supervisors, after determining that it is in the public interest to do so, shall appoint those persons receiving the highest number of votes to the McLean Community Center Governing Board.

RECOMMENDATION:

The County Executive recommends the appointment of the following residents of Small District #1A to the McLean Community Center Governing Board, having received the highest number of votes as certified by the League of Women Voters of the Fairfax Area:

- Adults, three-year terms: Bill Glikbarg; Melanie Sletten; Barbara Zamora-Appel
- Youth, one-year term- Langley High School Boundary Area: Ivy Chen
- Youth, one-year term- McLean High School Boundary Area: Tyler Jensen

TIMING:

Board action is requested on June 9, 2020, as it is the first Board meeting following the election for these members of the Governing Board, and Board action is needed prior to the McLean Community Governing Board meeting of June 17, 2020 when members will be officially seated.

BACKGROUND:

The MOU stipulates that the Governing Board shall consist of eleven members, all of whom are to reside in Small District #1A of the Dranesville District, Fairfax County. Nine Adult members shall be at least 18 years of age; two Youth members shall be between 15-17 years of age. Residents of Small District #1A shall elect members to the Governing Board. Adult members shall be elected for three-year terms. Youth members ages 15- 17 years shall be elected annually for a one-year term; one shall be elected

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from the McLean High School service area and one from the Langley High School service area.

Because of COVID-19 emergency closures in Virginia, the election of these Governing Board members took place exclusively by absentee voting. Absentee voting began on March 18, 2020 and concluded at 5:00 p.m. on May 13, 2020.

In previous years, the results of the election and the Board's subsequent action of the appointment of the individuals with the highest number of votes to the McLean Community Center Governing Board have been shared and acted upon via a Board Matter presented by the Dranesville District Supervisor. Due to the COVID-19 emergency, Board Matters have been temporarily suspended, so this action was placed on the agenda as an Action Item.

FISCAL IMPACT:

There is no anticipated fiscal impact.

ENCLOSED DOCUMENTS:

Attachment 1- Letter from George Sachs, Executive Director, McLean Community Center to John Foust, Dranesville District Supervisor  
Attachment 2- 2020 MCC Governing Board Election Results

STAFF:

George A. Sachs, Executive Director, McLean Community Center

ASSIGNED COUNSEL:

Elizabeth Teare, County Attorney



## County of Fairfax, Virginia

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

**McLean  
Community Center  
2019-2020  
Governing Board**

**Julie Waters**  
*Chair*

**Elizabeth John**  
*Vice-Chair*

**Terri Markwart**  
*Secretary*

**Raj Mehra**  
*Treasurer*

*Members*

**Maria Foderaro-Guertin**

**Carole Herrick**

**Xavier Jimenez**

**Suzanne Le Menestrel**

**Megan Markwart**

**Alicia Plerhoples**

**Carla Post**

**George Sachs**  
*Executive Director*  
703-790-0123

**Old Firehouse Center**  
703-448-8336

**E-mail address**  
mail@mcleancenter.org

May 14, 2020

The Honorable John W. Foust  
McLean Governmental Center  
1437 Balls Hill Road  
McLean, VA 22101

Dear Supervisor Foust,

The following residents of Small District 1A in the Dranesville District have been elected to the 2020-2021 McLean Community Center Governing Board. The election this year took place exclusively by absentee voting because of COVID-19 emergency closures in Virginia. Absentee voting (by U.S. Mail) began on March 18 and concluded at 5:00 p.m. on May 13, 2020.

The following results are certified by the League of Women Voters of the Fairfax Area, who on May 14, 2020, staffed the official counting of all absentee ballots received.

**Adults:**

Bill Glikbarg  
Melanie Sletten  
Barbara Zamora-Appel

**Youth:**

*Langley High School Boundary Area*  
Ivy Chen

*McLean High School Boundary Area*  
Tyler Jensen

We kindly request that you place these names before the Fairfax County Board of Supervisors at its upcoming meeting.

If you or your staff have any questions, please contact me at (703) 744-9342.

Sincerely,

George Sachs  
Executive Director

McLean Community Center  
1234 Ingleside Avenue  
McLean, Virginia 22101  
703-790-0123 / TTY: 711  
www.mcleancenter.org



## 2020 MCC Governing Board Election Results

### TOTAL NUMBER OF VOTERS (ENVELOPES RECEIVED) \*measuring public participation

	<u>Absentee Voters</u>	<u>McLean Day Voters</u>	<u>Total Voters</u>
ADULT Voters:	74	0	74
YOUTH Voters:	156	0	156 (31 spoiled)
<u>Total ALL Voters:</u>	230	0	230

### TOTAL NUMBER OF VOTES RECEIVED

<b>ADULT candidates:</b>	<u>Absentee Votes</u>	<u>McLean Day Votes</u>	<u>Total Votes</u>
Bill Glikbarg	54		54
Melanie Sletten	54		54
Barbara Zamora-Appel	55		55
Write-ins	4		4
<b>TOTAL ADULT VOTES</b>	<b>167</b>		<b>167</b>
<b>YOUTH candidates:</b>	<u>Absentee Votes</u>	<u>McLean Day Votes</u>	<u>Total Votes</u>
<u>Langley H.S. boundary area</u>			
Selina Al-Shihabi	8		8
Ivy Chen	59		59
Maria Kim	10		10
Aidan Nguyen	11		11
Fay Shuai	15		15
Emily Siryani	2		2
Write-ins	1		1
<b>TOTAL LANGLEY H.S. VOTES</b>	<b>106</b>		
<u>McLean H.S. boundary area</u>			
Tyler Jensen	33		33
Nyla Marcott	21		21
Sophia Powell	23		23
Write-ins	0		0
<b>TOTAL MCLEAN H.S. VOTES</b>	<b>77</b>		
<b>TOTAL YOUTH VOTES</b>	<b>183</b>		

**TOTAL VOTES CAST IN THIS ELECTION: 350**

ACTION - 8

Approval of Name Changes for the West Falls Church UVA/VT and Tysons Corner Metrorail Stations (Dranesville and Providence Districts)

ISSUE:

Board approval of name changes for the West Falls Church UVA/VT (Orange Line) and Tysons Corner (Silver Line) Metrorail Stations to West Falls Church VT and Tysons respectively.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed West Falls Church VT and Tysons Metrorail Station names and authorize the Director of the Department of Transportation to forward the recommended station names to the Washington Metropolitan Area Transportation Authority (WMATA) (Attachment 1).

TIMING:

Board action is requested on June 9, 2020, to ensure that the Washington Metropolitan Area Transit Authority (WMATA) will review and adopt the station names in conjunction with signage changes related to the opening of the Silver Line Phase II.

BACKGROUND:

*West Falls Church VT (currently West Falls Church UVA/VT):* In spring 2020, Department of Transportation staff were notified that the University of Virginia (UVA) is planning to move out from the campus facilities adjacent to the West Falls Church Metrorail Station. Accordingly, UVA's name would no longer be appropriate to be included on the station name, but the rest of the station name will remain unchanged.

*Tysons (currently Tysons Corner):* In February 2011, the Board of Supervisors submitted a request to the United States Postal Service (USPS) seeking to include Tysons, Virginia, as an acceptable city name for the 22102 and 22182 zip codes. The USPS agreed to this request one month later, in March 2011 (Attachment 2). This action enabled businesses and residences to begin using Tysons, VA, in an official capacity. In 2015, the United States Census Bureau officially changed the Census Designated Place name of Tysons Corner to simply Tysons. Renaming the Metrorail station to Tysons would also help with local rebranding efforts.

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June 9, 2020

The changes comply with WMATA's official station naming policy, which states station names should be:

- Relevant: Identify station locations by geographical features, centers of activity or be derived from the names of cities, communities, neighborhoods or landmarks within one-half mile (walking distance) of the station;
- Brief: Limited to 19 characters with spaces and punctuation, including both primary and secondary names;
- Unique: Distinctive and not easily confused with other station names; and
- Evocative: Evoke imagery in the mind of the patron.

Once a set of station names is recommended by the Board of Supervisors, WMATA staff will send the County's recommendation to the WMATA Board of Directors for consideration. If the proposal is approved by the WMATA Board, the station names will be changed at the next available opportunity in coordination with the station names being added for the future opening of Silver Line Phase II.

FISCAL IMPACT:

WMATA's naming policy stipulates that the costs for altering the signage associated with a name change is paid for by the jurisdiction requesting the change. Combining these two changes with the upcoming changes for adding Silver Line phase II stations reduces the estimated net cost to Fairfax County to approximately \$670,000. Attachment 3 includes additional information on the estimated costs for replacing signage at a single station. Funding held in trust at the Northern Virginia Transportation Commission for Fairfax County will be used to fund these name changes. No General Fund resources will be required to implement the changes.

ENCLOSED DOCUMENTS:

Attachment 1: Draft letter recommending station names to the WMATA Board of Directors  
Attachment 2: Board of Supervisors Request to United States Postal Service to Allow Tysons as City Name  
Attachment 3: Estimate for Station Change Signage

Board Agenda Item  
June 9, 2020

STAFF:

Rachel Flynn, Deputy County Executive

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

Christina Jackson, Director, Department of Management and Budget

Todd Wigglesworth, FCDOT

Brent Riddle, FCDOT



## Attachment 1



JEFFREY C. MCKAY  
CHAIRMAN

COMMONWEALTH OF VIRGINIA  
**COUNTY OF FAIRFAX**  
BOARD OF SUPERVISORS  
FAIRFAX, VIRGINIA 22035

Suite 530  
12000 GOVERNMENT CENTER PARKWAY  
FAIRFAX, VIRGINIA 22035-0071

TELEPHONE 703- 324-3151  
FAX 703- 324-3955

[chairman@fairfaxcounty.gov](mailto:chairman@fairfaxcounty.gov)

Date

The Honorable Paul Smedberg  
Chairman, Board of Directors  
Washington Metropolitan Area Transit Authority  
600 Fifth Street, NW  
Washington, DC 20005

Reference: Proposed Name Changes for the West Falls Church UVA/VT and Tysons Corner  
Metrorail Stations

Dear Chairman Smedberg:

On behalf of the Fairfax County Board of Supervisors, I am writing with the request for the renaming of two Metrorail stations in Fairfax County: West Falls Church VT and Tysons. The Board approved this recommendation on June 9, 2020.

- *West Falls Church VT (currently West Falls Church UVA/VT):* Staff from the Fairfax County Department of Transportation were informed in April 2020 that the University of Virginia (UVA) will no longer have a presence adjacent to the West Falls Church Metrorail Station. As such, the mention of UVA should be removed from the signage. Virginia Tech is remaining at that location and should continue to be listed.
- *Tysons (currently Tysons Corner):* On February 1, 2011, the Board of Supervisors submitted a request to the United States Postal Service (USPS) seeking to include Tysons, Virginia as an acceptable city name for the 22102 and 22182 zip codes. The USPS agreed to this request in March 2011. This action enabled businesses and residences to begin using Tysons, VA in an official capacity. In 2015, the United States Census Bureau officially changed the Census Designated Place name of Tysons Corner to simply Tysons. Since then, the Tysons Partnership has worked with local stakeholders to rebrand the area. A major piece of that effort includes adjusting the name of this station.

The revised station names continue to be in accordance with the Washington Metropolitan Area Transit Authority's Station Naming Policy. The names are relevant to a station's location, no more than 19 characters, and not repetitive. Fairfax County believes these names best represent the communities and geographic areas served by the stations and requests the WMATA Board of Directors approval of the station names.

The Honorable Paul Smedberg  
June 9, 2020  
Page 2 of 2

Thank you for your time and consideration. Should you require additional information, please contact Brent Riddle at (703) 877-5659 or Todd Wigglesworth at (703) 877-5685.

Sincerely,

Jeffrey McKay  
Chairman

cc:   Members, Board of Supervisors  
      Members, Washington Metropolitan Area Transit Authority Board of Directors  
      Paul J. Wiedefeld, WMATA General Manager & CEO  
      Bryan J. Hill, County Executive  
      Rachel Flynn, Deputy County Executive  
      Jill G. Cooper, Assistant County Executive  
      Tom Biesiadny, Director, Department of Transportation



SHARON BULOVA  
CHAIRMAN

COMMONWEALTH OF VIRGINIA  
**County of Fairfax**  
BOARD OF SUPERVISORS

**Attachment 2**

12000 GOVERNMENT CENTER PKWY  
SUITE 530  
FAIRFAX, VIRGINIA 22035-0071

TELEPHONE: 703/324-2321  
FAX: 703/324-3955  
TTY: 711

chairman@fairfaxcounty.gov

February 01, 2011

Mr. Edward Brinckman  
Manager, Operations Program  
United States Postal Service  
8409 Lee Highway  
Merrifield, VA 22081

Dear Mr. Brinckman:

Fairfax County is in the process of transforming the Tysons Corner area of the County. In June 2010, the Board of Supervisors adopted changes to the County's Comprehensive Plan which envision a new Tysons; a Tysons transformed from the existing sprawling office park into a sustainable, walkable, transit- and pedestrian-oriented second downtown in the D.C. Metro region.

Tysons is currently the 12<sup>th</sup> largest employment center in the nation; with the transformation efforts, it is expected to grow to 100,000 residents and 200,000 employees by 2050. Tysons and Tysons Corner are well known names within Fairfax County, and have strong national and international recognition. However, Tysons does not have a United States Postal Service (USPS) place name that identifies the area and helps to promote it as the economic engine of Fairfax County.

Tysons is served primarily by two ZIP Codes, 22102 and 22182 (see attached map), that have place names that are associated with areas outside of Tysons.

22102: Actual City name – McLean, VA  
Current Acceptable City names – McLean, VA; West McLean, VA

22182: Actual City name – Vienna, VA  
Current Acceptable City names – none


In the long run, we would like to pursue establishing a unique Zip Code for Tysons. However, in order to assist in Fairfax County's goal of transforming Tysons, as a first step, I am requesting that you add "Tysons, VA" to the Acceptable City names in the

Edward Brinckman  
February xx, 2011  
Page 2

22102 and 22182 ZIP Codes. This would allow for existing and new businesses and residents to voluntarily use Tysons, VA as their place of business or residence, without affecting the ability of others to continue to use the existing names. It is my understanding that this arrangement exists in other areas of Fairfax County where place making and/or community identity have resulted in multiple acceptable city names. Existing examples include 22079 (Lorton and Mason Neck, VA) and 22315 (Alexandria and Kingstowne, VA).

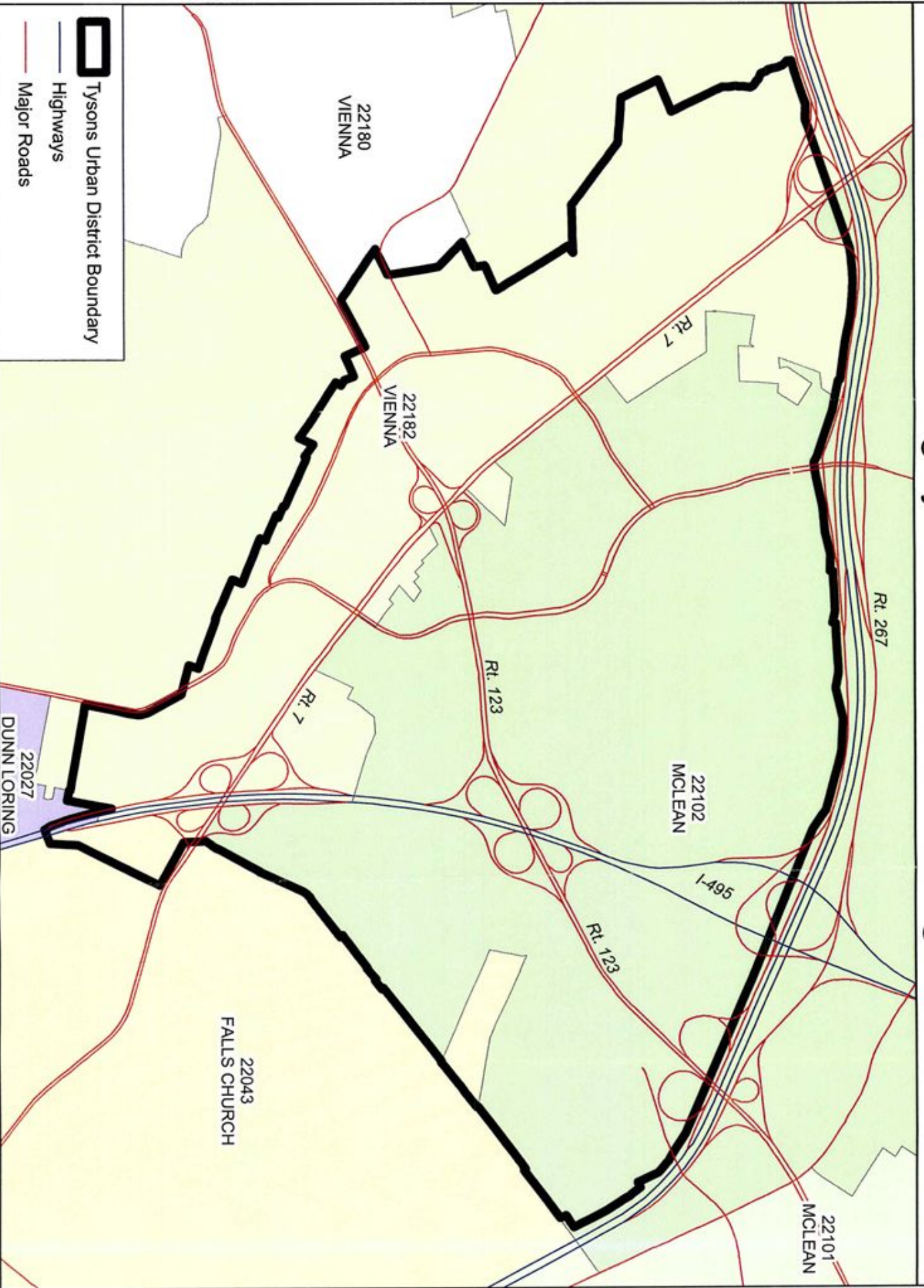
Thank you for your consideration of this request. If you require additional supporting information to make this change, please contact Scott Sizer at [scott.sizer@fairfaxcounty.gov](mailto:scott.sizer@fairfaxcounty.gov) or (703) 324-9304, who will provide you with any additional materials necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Bulova". The signature is fluid and cursive, with a large initial "S" and a long, sweeping underline.

Sharon Bulova  
Chairman, Fairfax County Board of Supervisors

# Existing Tysons ZIP Code Coverage



DISTRICT MANAGER  
NORTHERN VIRGINIA DISTRICT



March 29, 2011

Chairman Sharon Bulova  
Fairfax County Board of Supervisors  
12000 Government Center Pkwy Ste 530  
Fairfax, VA 22035-0071

Dear Chairman Bulova:

It is my pleasure to inform you that Tysons and Tysons Corner are now valid alternate city names for ZIP Codes 22102 and 22182. My staff has taken the necessary action to include Tysons, VA and Tysons Corner, VA in the national address database.

These place names may be utilized by our customers within McLean, VA 22102 and Vienna, VA 22182 immediately. Should the alternate city names of either Tysons or Tysons Corner be used in lieu of McLean or Vienna it is important that the correct ZIP Code also be included in the address.

Should you have any further questions or concerns please contact Pat Westerman, Manager, Address Management Systems. She can be reached at (703) 406-6342.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Furey".

Michael S. Furey

cc: Scott Sizer, Revitalization Program Manager, Office of Community Revitalization and Reinvestment  
Edward Brinckman, Manager, Operations Programs Support  
George Chichester, Acting Manager, Post Office Operations  
Isaac Cronkhite, Acting Senior Plant Manager  
Jeffrey Takane, Postmaster McLean VA  
Vibha Chawla, Officer in Charge Vienna VA

8409 LEE HWY  
MERRIFIELD VA 22081-9996  
703-698-6464  
FAX: 703-698-6500



**CMCS - ESTIMATING AND SCHEDULING  
ENGINEER'S ESTIMATE**

CONTRACT NO: FQ1XXXX

PCO/CPN NO: N/A

DESCRIPTION: Station Name Change Signage

EST NO: 19-124

ESTIMATED BY: LEONTE MCDANIEL

DATE: 05/29/19

**NARRATIVE**

Estimating and Scheduling was asked to provide an independent cost estimate for the subject project.

CIS.03 Porcelain Enamel 9'-0" x 1'-0"  
P.B Porcelain Enamel 10'-0" x 1'-6"  
P.B Cap Porcelain Enamel w/ Illuminated M and Line Stripes 2'-0" x 1'-6"  
P.D Porcelain Enamel 1'-2" x 5'-9" x 4"  
ADA.02 Formed Tactile 9"x9"  
ADA.01 Formed Tactile 9"x9"  
AL.01 Cast Bronze Lettering Varies Per letter  
SN.03 Porcelain Enamel 8'-0" x 1'-4"  
P.A Porcelain Enamel 8'x6"x1'-1/2"  
P.A-1 Porcelain Enamel 10'-3"x1'-1/2"  
SN.04 Porcelain Enamel 10'-0" x 1'-6"

<b><u>DESIGN COST:</u></b>	<b>\$</b>	<b>-</b>
<b><u>CONSTRUCTION COST:</u></b>	<b>\$</b>	<b>332,000.00</b>
<b><u>WMATA INDIRECT COST:</u></b>	<b>\$</b>	<b>-</b>
<b><u>TOTAL PROJECT COST:</u></b>	<b>\$</b>	<b>332,000.00</b>

**RANGE OF ACCURACY:**      **± 15 %****ESTIMATE TYPE:**

DETAILED I.C.E.

BUDGET  
ESTIMATEROUGH ORDER  
OF MAGNITUDE

EVALUATION

**ESTIMATE METHOD:**

BOTTOMS-UP



PARAMETRIC



ANALOGOUS



THREE-POINT





**CMCS - ESTIMATING AND SCHEDULING  
ENGINEER'S ESTIMATE**

CONTRACT NO: FQ1XXXX

PCO/CPN NO: N/A

DESCRIPTION: Station Name Change Signage

EST NO: 19-124

ESTIMATED BY: LEONTE MCDANIEL

DATE: 05/29/19

**GC SUMMARY**

1. DIRECT COSTS	REF	AMOUNT	RATE	SUBTOTALS	
A. Base Labor		\$ -	100%	\$ -	[1A]
B. OT Hours @ 50% Premium	Labor OT = 25%	\$ -	100%	\$ -	[1B]
C. Labor Fringes		\$ -	100%	\$ -	[2]
D. Material		\$ -	100%	\$ -	[3]
E. Equipment		\$ -	100%	\$ -	[4]
G. Subcontractors		\$ 289,802.03	100%	\$ 289,802.03	[5]
<b>TOTAL DIRECT COSTS</b>	<b>SUM [1] to [5]</b>			<b>\$ 289,802.03</b>	<b>[6]</b>

2. JOB OFFICE INDIRECT COSTS	REF	AMOUNT	RATE	SUBTOTALS	
A. Base Labor	[1A] + [1B] x %	\$ -	2.00%	\$ -	[7]
B. Material	[3] x %	\$ -	2.00%	\$ -	[8]
C. Equipment	[4] x %	\$ -	5.00%	\$ -	[9]
D. Small Tools	[1A] + [1B] x %	\$ -	5.00%	\$ -	[10A]
E. Tax on Small Tools	[10A] x %	\$ -	6.00%	\$ -	[10B]
F. Subcontractor	[5] x %	\$ 289,802.03	5.00%	\$ 14,490.10	[11]
G. Payroll Taxes (FICA, FUTA, SUI, WC)	[1A] + [1B] x %	\$ -	17.71%	\$ -	[12]
H. Itemized GC Indirect Costs	GC SHEETS			\$ -	[13]
<b>TOTAL INDIRECT COSTS</b>	<b>SUM [7] to [13]</b>			<b>\$ 14,490.10</b>	<b>[14]</b>

**TOTAL FIELD COST** [6] + [14] **\$ 304,292.13** [15]

3. HOME OFFICE G & A	REF	AMOUNT	RATE	SUBTOTALS	
A. General and Administrative Costs	[15] x %	\$ 304,292.13	3.00%	\$ 9,128.76	[16]
<b>TOTAL WITH G&amp;A</b>	<b>[15] + [16]</b>			<b>\$ 313,420.90</b>	<b>[17]</b>

4. PROFIT (per GP Article 39)	REF	AMOUNT	RATE	SUBTOTALS	
A. Degree of Risk		20 x	0.06 =	1.20%	
B. Relative Difficulty		15 x	0.03 =	0.45%	
C. Size of Job		15 x	0.12 =	1.80%	
D. Period of Performance		15 x	0.00 =	0.00%	
E. Contractor's Investment		5 x	0.06 =	0.30%	
F. Assistance by Authority		5 x	0.12 =	0.60%	
G. Subcontracting		25 x	0.03 =	0.75%	
		100		5.10%	[18]
H. Profit Subtotal	[17] x [18]	\$ 313,420.90	5.10%	\$ 15,984.47	[19]
<b>TOTAL WITH PROFIT</b>	<b>[17] + [19]</b>			<b>\$ 329,405.36</b>	<b>[20]</b>

5. BOND COST (@ ACTUAL RATE)	REF	AMOUNT	RATE	SUBTOTALS	
A. Bond Cost	[20] x %	\$ 329,405.36	0.87%	\$ 2,865.83	[21]
<b>TOTAL WITH BOND</b>	<b>[20] + [21]</b>			<b>\$ 332,271.19</b>	<b>[22]</b>

6. ALLOWANCES AND CONTINGENCIES	REF	AMOUNT	RATE	SUBTOTALS	
A. Design Contingency			0.00%	\$ -	[23]
B. Construction Contingency			0.00%	\$ -	[24]
C. Escalation (Project Duration in Years)	2.62%	1.00	0.00%	\$ -	[25]
D. Allowance Subtotal	SUM [23] to [25]		0.00%	\$ -	[26]
<b>TOTAL WITH ALLOWANCES</b>	<b>[22] + [26]</b>			<b>\$ 332,271.19</b>	

**FINAL PROJECT COST \$ 332,271.19**



**To Be Deferred to  
9/15/2020 at 3:30  
p.m.**

Board Agenda Item  
June 9, 2020

3:00 p.m.

Public Hearing on PCA 89-D-007-02 (Milestone Tower Limited Partnership IV D/B/A Milestone; Fairfax County School Board) to Amend the Proffers for RZ 89-D-007, Previously Approved for Public Uses to Permit a Telecommunications Facility and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.24, Located on Approximately 40.68 Acres of Land Zoned R-3 (Dranesville District) (Concurrent with SE 2019-DR-012)

and

Public Hearing on SE 2019-DR-012 (Milestone Tower Limited Partnership IV D/B/A Milestone; Fairfax County School Board) to Permit a Telecommunications Facility, Located on Approximately 40.68 Acres of Land Zoned R-3 (Dranesville District) (Concurrent with PCA 89-D-007-02)

This property is located on N. side of Bennett St. and E. side of Dranesville Rd. Tax Map 10-2 ((1)) 6A.

This property is located at 700 Bennett St., Herndon, 20170. Tax Map 10-2 ((1)) 6A.

The Board of Supervisors deferred these public hearing at the February 25, 2020, meeting until March 10, 2020, at 3:30 p.m. On March 10, 2020, the Board of Supervisors deferred these public hearings until March 24, 2020, at 4:30 p.m. On March 24, 2020, the Board of Supervisors further deferred these public hearings to May 5, 2020, at 3:30 p.m. On May 5, 2020, the Board of Supervisors deferred this public hearing to June 9, 2020 at 3:00 p.m.

PLANNING COMMISSION RECOMMENDATION:

On February 26, 2020, the Planning Commission voted 12-0 to defer the decision only on these applications to a date certain of March 4, 2020. On March 4, 2020, the Planning Commission voted 12-0 to further defer the decision to a date certain of March 18, 2020. The March 18, 2020 Planning Commission Meeting was cancelled and the decision for the applications was moved to April 22, 2020. The April 22, 2020 Planning Commission Meeting was also cancelled and the decision for the applications was moved to April 29, 2020. The April 29, 2020 Planning Commission Meeting was cancelled and the decision for the applications was moved to May 14, 2020. On May 14, 2020, the Planning Commission voted 12-0 to further defer the decision to a date

**To Be Deferred to  
9/15/2020 at 3:30  
p.m.**

Board Agenda Item  
June 9, 2020

certain of July 8, 2020. The Planning Commission's recommendation will be forwarded following decision.

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)

Jerrell Timberlake, Planner, DPD

Board Agenda Item  
June 9, 2020

3:00 p.m.

Public Hearing on RZ 2019-PR-017 (Tamares 7950 Owner LLC) to Rezone from C-3 to PDC to Permit an Office and Restaurant Development with an Overall Floor Area Ratio of 1.07 and Approval of the Conceptual Development Plan, Located on Approximately 16.74 Acres of Land (Providence District) (Concurrent with PCA 88-D-005-11 and SEA 94-P-040-04)

and

Public Hearing on PCA 88-D-005-011 (Tamares 7950 Owner LLC) to Amend the Proffers for RZ 88-D-005, Previously Approved for an Office, to Delete 16.74 Acres to be Included in Concurrent RZ 2019-PR-017, Located on Approximately 16.74 Acres of Land Zoned C-3 (Providence District) (Concurrent with SEA 94-P-040-04 and RZ 2019-PR-017)

and

Public Hearing on SEA 94-P-040-04 (Tamares 7950 Owner LLC) to Amend SE 94-P-040, Previously Approved for an Increase in Building Height, Waiver of Sign Regulations, a Roof Top Helistop and Ground Mounted Communications Facilities, to Permit Deletion from Land Area and Development Conditions and Associated Modifications to Site Designs, Located on Approximately 16.74 Acres of Land Zoned C-3 (Providence District) (Concurrent with PCA 88-D-005-11 and RZ 2019-PR-017)

This property is located on the N. side of Jones Branch Dr., approximately 130 ft. E. of its intersection with Westbranch Dr. Tax Map 29-2 ((15)) C1.

This property is located on the N. side of Jones Branch Dr. approximately 130 ft. E. of its intersection with Westbranch Dr. Tax Map 29-2 ((15)) C1.

This property is located at 7950 Jones Branch Dr., McLean, 22102. Tax Map 29-2 ((15)) C1.

PLANNING COMMISSION RECOMMENDATION:

On May 6, 2020, the Planning Commission voted 11-0 (Commissioner Cortina was absent from the meeting) to recommend to the Board of Supervisors the following actions:

Board Agenda Item  
June 9, 2020

- Approval of PCA 88-D-005-11;
- Approval of RZ 2019-PR-017, subject to the execution of proffered conditions consistent with those dated March 26, 2020;
- Approval of SEA 94-P-040-04;
- Modification of Par. 1B of Sect. 2-414 of the Zoning Ordinance to permit existing structures to be located 65 feet from the Dulles Airport Access Road;
- Modification of the transitional screening and barrier requirements set forth in Sect. 13-300 of the Zoning Ordinance to that shown on the CDP/FDP; and
- Waiver of the major regional trail system required along the Dulles Airport Access Road to that shown on the CDP/FDP, pursuant to Par. 2 of Sect. 17-201 of the Zoning Ordinance.

In a related action, the Planning Commission voted 11-0 (Commissioner Cortina was absent from the meeting) to approve FDP 2019-PR-017, subject to the development conditions dated April 21, 2020, and subject to the Board of Supervisors' approval of RZ 2019-PR-017. The Planning Commission also voted 11-0 (Commissioner Cortina was absent from the meeting) to approve CSP 2019-PR-017, subject to the development conditions dated May 4, 2020, and subject to the Board of Supervisors' approval of RZ 2019-PR-017.

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)  
Katelyn Quinn, Planner, DPD

Board Agenda Item  
June 9, 2020

3:00 p.m.

Public Hearing on SE 2020-SU-004 (Haft/Equities-Sully Plaza Limited Partnership) to Permit a Drive-in Financial Institution in a Highway Corridor Overlay District, Located on Approximately 13,788 Square Feet of Land Zoned C-8, WS and HC (Sully District)

This property is located at 13900 Lee Jackson Memorial Hwy., Chantilly, 20151. Tax Map 34-4 ((1)) 16C (pt.).

PLANNING COMMISSION RECOMMENDATION:

On May 6, 2020, the Planning Commission voted 11-0 (Commissioner Cortina was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SE 2020-SU-004, subject to the proposed development conditions dated April 22, 2020; and
- Waiver of the minimum lot size (lot area and width) requirements listed in Section 4-806 of the Zoning Ordinance.

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)  
Kelly Atkinson, Planner, DPD

**To Be Deferred to  
6/23/20 at 4:00 p.m.**

Board Agenda Item  
June 9, 2020

3:00 p.m.

Public Hearing on SEA 2006-HM-017-02 (Centreville Road LC) to Amend SE 2006-HM-017, Previously Approved for a Child Care Center, to Permit Deletion of Land Area and Associated Modifications to Site Design and Development Conditions, Located on Approximately 2.61 Acres of Land Zoned R-1 (Hunter Mill District)

This property is located at 2745 and 2747 Centreville Rd., Herndon, 20171. Tax Map 25-1 ((1)) 34C and 34D.

PLANNING COMMISSION RECOMMENDATION:

On May 6, 2020, the Planning Commission voted 11-0 (Commissioner Cortina was absent from the meeting) to recommend to the Board of Supervisors approval of SEA 2006-HM-017-02, subject to the proposed development conditions dated March 3, 2020.

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)  
Joseph Onyebuchi, Planner, DPD

Board Agenda Item  
June 9, 2020

3:30 p.m.

Public Hearing on AF 2019-DR-004 (Mane Manor LLC and Normandy Farm LLC) to Permit the Creation of an Agricultural and Forestal District, Located on 31.54 Acres of Land Zoned R-E (Dranesville District)

This property is located generally surrounding 9640 Georgetown Pike, and at the terminus of Rossmore Ct., Great Falls. Tax Map 13-1 ((1)) 39B, 40, 50B, 50C; 13-1 ((6)) E; 8-3 ((1)) 41A and 41B.

The Board of Supervisors deferred this public hearing at the March 24, 2020, meeting until April 14, 2020, at 2:00 p.m. On April 14, 2020, the Board of Supervisors deferred this public hearing to June 9, 2020 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On March 11, 2020, the Planning Commission voted 10-0 (Commissioners Bennett and Strandlie were absent from the meeting) to recommend to the Board of Supervisors approval of AF 2019-DR-004 to amend Appendix F of the Fairfax County Code to establish the Normandy Farm and Mane Manor Local Agricultural and Forestal District, subject to the proposed ordinance provisions dated March 4, 2020.

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)  
Ellen Alster, Planner, DPD

Board Agenda Item  
June 9, 2020

3:30 p.m.

Public Hearing to Lease County-Owned Property at 14005 Vernon Street to STC THREE, LLC (Sully District)

ISSUE:

Public hearing to lease to STC THREE, LLC, the County-owned property at Chantilly Fire Station, located at 14005 Vernon Street, for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 14005 Vernon Street to STC THREE, LLC.

TIMING:

On April 14, 2020, the Board authorized the advertisement of a public hearing to be held on June 9, 2020, to lease County-owned property at 14005 Vernon Street to STC THREE, LLC.

BACKGROUND:

The Board of Supervisors is the owner of the Chantilly Fire Station facility located at 14005 Vernon Street on a County-owned parcel identified as Tax Map Number 34-4 ((6)) 62. The site is currently improved with a 150-foot telecommunications tower positioned at the rear of the fire station building. The County has an existing lease with Crown Castle for a 650 square feet compound at the base of the monopole. This lease was scheduled to terminate on May 21, 2020, but Crown Castle will continue to pay rent as a holdover tenant until the new lease is signed.

Crown Castle, the property manager for Lessee, has approached the County about Lessee's desire to continue to use this site for the provision of telecommunications services and has negotiated a new lease with the County. The initial term will be five (5) years, with five 5-year options to extend the lease, for a total possible term of thirty (30) years. Lessee will pay approximately \$54,000 as the annual rental fee for its equipment during the first year of the extension, with scheduled rent increases of three percent (3%) per year thereafter. Lessee will also provide thirty percent (30%) of the rental payments from any future sublessees to the County as additional rent owed under the lease.



Board Agenda Item  
June 9, 2020

FISCAL IMPACT:

The lease will generate approximately \$54,000 in revenue during the first year of the extension. An administrative fee of \$2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited into the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 0344 06 0062

Attachment 2 – Draft Lease Agreement

STAFF:

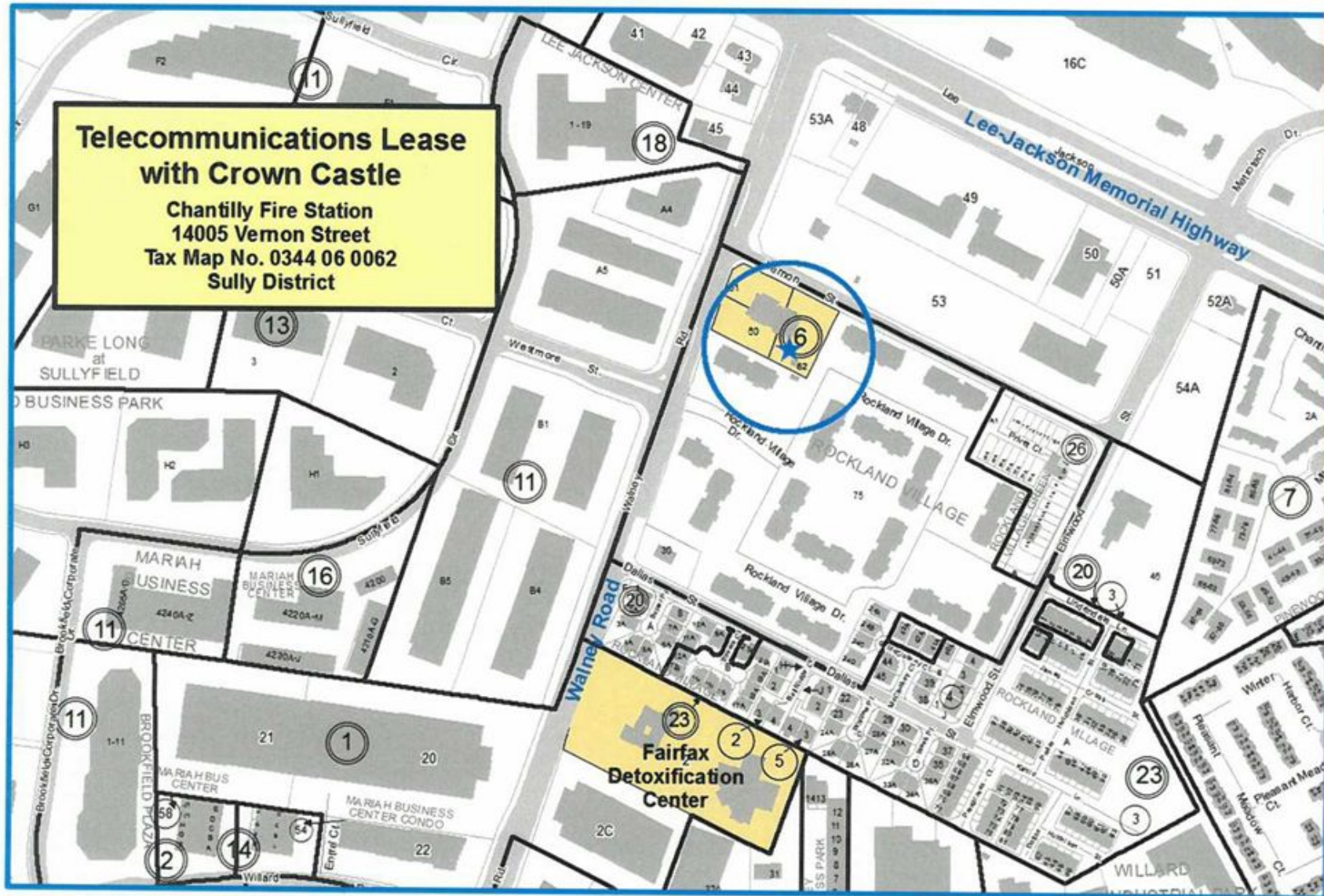
Joseph M. Mondoro, Chief Financial Officer

José A. Comayagua, Jr., Director, Facilities Management Department

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney



2020 REAL PROPERTY DEED OF LEASE AGREEMENT  
FOR THE CHANTILLY FIRE HOUSE  
(BU 876678)

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**Exhibit A**     Site Plan  
**Exhibit B**     Legal Descriptions



**THIS 2020 REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease")**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY ("Lessor")**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035, and **STC THREE LLC**, a Delaware limited liability company ("**Lessee**"), successor-in-interest to American PCS, L.P., a Delaware limited partnership, trading as American Personal Communications ("**Original Lessee**"), by and through its Attorney-in-Fact, **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and the parties mutually agree as follows:

WHEREAS, Lessor and Original Lessee entered into a Real Property Deed of Lease Agreement dated March 1, 1995 (as amended and assigned, the "**1995 Lease**"), whereby Lessor leased to Original Lessee the Premises (as defined below) located at 14005 Vernon Street (Tax Parcel # 0344 06 0062), Chantilly, Fairfax County, Virginia, together with those certain access, utility and/or maintenance rights of way granted in the Original Lease. The 1995 Lease was amended by that First Amendment to Real Property Deed of Lease Agreement dated October 13, 1997, by that Second Amendment to Real Property Deed of Lease Agreement dated November 21, 2008, and by that Extension of Lease Agreement dated December 20, 2011 (collectively, the "**Amendments**"). The 1995 Lease and the Amendments are collectively defined herein as the "**Original Lease**"; and

WHEREAS, the parties now wish to enter into this Lease to replace and supersede the Original Lease for the purposes set forth, and in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Termination of Original Lease.**

Lessor is the current lessor and Lessee is the current lessee under the Original Lease. Lessor and Lessee agree that the Original Lease will automatically terminate as of the Commencement Date of this Lease. Notwithstanding the foregoing, any and all obligations of the parties accruing under the Original Lease prior to its termination and the obligations of the parties that expressly survive the Original Lease shall survive such termination, including any amounts that were due and payable by Lessee thereunder prior to such termination.

**2. Leased Premises.**

Lessor is the owner of a parcel of land located at 14005 Vernon Street, Chantilly, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as Tax Parcel # 0344 06 0062, and described in that Deed recorded in Book 6361, Page 1819 in the Clerk's Office of the Circuit Court for Fairfax County (hereinafter referred to as the "**Parcel**"). A portion of the Parcel that constitutes approximately 650 square feet of ground space is delineated as the "**TOWER LEASE**" on **Exhibit A** attached hereto and incorporated herein, and is described as the "**TOWER LEASE**" by metes and bounds in **Exhibit B** attached hereto and incorporated herein (hereinafter those portions of **Exhibit A** and **Exhibit B** delineated and

described as the "TOWER LEASE" will be referred to as the "**Premises**"). Lessor is willing to permit Lessee to use the Premises for the purposes set forth in this Lease and in accordance with the terms and conditions set forth in this Lease. Lessee will operate its Facilities, as defined below, on the Premises.

"**Facilities**," as used herein, means Lessee's wireless communications facility, which includes a monopole, equipment pad, power, and telephone utility pedestals, cabinets, related cables and utility lines, and a location-based system, including without limitation, coaxial cables, base units and other associated antennas, equipment, cables, accessories and improvements, as more specifically described on **Exhibit A** attached hereto.

### **3. Use of Premises.**

(a) Lessee's Facilities are presently installed on the Premises and any modifications to the Facilities must comply with all of the conditions of this Lease, including those requirements set forth in Section 7.

(b) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises in the configuration shown on **Exhibit A**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the Premises to install, operate, maintain, repair, replace, protect and secure the Facilities as set forth herein or as subject to the written approval of Lessor.

(c) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 7, the right to install and operate underground electric lines from Lessee's meter to the Facilities and communication lines from the termination point of the communication utilities supplying communication service to the Facilities as shown on **Exhibit A**. Lessee acknowledges it has previously filed the necessary application(s) for utility easements and paid all fees for such in a separate process through the Planning Division of the Department of Planning and Development, and all utilities currently required by Lessee are installed.

(d) All portions of the Facilities brought onto the Premises by Lessee, whether prior to commencement of this Lease or subsequent to commencement of this Lease, shall remain the Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the term, as long as Lessee is not in default. Upon termination of this Lease, the Facilities and any foundation shall be removed entirely from the Premises by Lessee no later than one hundred twenty (120) days after the date of the termination of this Lease. Lessee shall restore the surface of the Premises to an open area to the reasonable satisfaction of Lessor, which is free of any equipment, foundations, concrete mounting pads, and grounding devices, and which has been graded and seeded. All Facilities shall be vacated at the Lessee's expense. Within one hundred twenty (120) days after receipt of written notice from Lessor, Lessee, at Lessee's expense, shall use commercially reasonable efforts to remove any utility easements to which Lessee is a party (as shown in the public record) and that are encumbering the Premises.

(e) Lessor grants Lessee a non-exclusive irrevocable license, which will be in effect until the expiration or earlier termination of this Lease, for ingress and egress to the Premises, together with the right to replace and maintain existing utility wires, poles, cables, conduits and



pipes thereon and therein, in the location shown as the "ACCESS/UTILITY EASEMENT" on **Exhibit A** attached hereto and described as the "ACCESS/UTILITY EASEMENT" by metes and bounds on **Exhibit B** attached hereto. If Lessee obtains Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed, Lessee may install additional wires, poles, cables, conduits and pipes thereon and therein in the event any such additional utilities are necessary during the term of this Lease, but not otherwise; and Lessor grants Lessee a non-exclusive irrevocable license to the extent of the Lessor's interest therein, which will be in effect until the expiration or earlier termination of this Lease, to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for operation, maintenance, unscheduled repairs and emergencies.

(f) Except for the Premises (as described in **Exhibit A**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(g) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 11); except as allowed by applicable law for the use of sealed batteries for emergency back-up, any fire suppression system, small quantities of cleaning products ordinarily used by commercial businesses and fuel in Lessee's backup generator(s), if any. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Parcel in violation of any law or regulation. This paragraph shall survive the termination of this Lease.

(h) Any modifications of the Facilities or the addition of new Facilities must comply with Section 7 of this Lease and shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Lease, by Lessor or any other party and no such modification or addition shall interfere with the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.

#### 4. Term.

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease hereby granted ("**Term**") shall be for a term commencing upon June 1, 2020 ("**Commencement Date**") and expiring at 11:59 P.M. on May 31, 2025. Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Lease if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; or (iii) interference by or to Lessee's operation cannot be resolved. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within thirty (30) days after the occurrence of any of the foregoing described events which is the basis of termination. In addition to the foregoing termination rights, Lessee shall have the right to terminate this Lease at any time with twelve (12) months prior written notice if Lessee is unable to use the Premises or its equipment located thereon due to changes in technology or to changes in Lessee's or any of its customers' networks.

(b) If all or any part of the Premises or if all or any part of the Parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purposes hereunder, then, at Lessee's option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor, provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Premises under the terms and conditions hereunder, provided Lessor's obligations under this Lease are not altered.

(c) . Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph 4(c) for five (5) additional periods of five (5) years (each a "**Renewal Term**") upon the same terms and conditions contained herein; provided, however, that the Annual Rent provided for in Section 5 shall be adjusted at the commencement of each Renewal Term as provided in Section 5. This Lease hereby granted shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to the other party of its intention not to permit this Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Lease to the Term hereof shall include, where appropriate, all Renewal Terms so effected. Lessor shall have the right to terminate this Lease if Lessor's governing body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to



Lessee. If all Renewal Terms are exercised and if not sooner terminated, this Lease shall expire on May 31, 2050.

**5. Rent and Security Deposit.**

(a) The annual rent amount owed by Lessee for the year beginning June 1, 2020, and ending May 31, 2021, is equal to the amount of Fifty Four Thousand Thirty-Five and 20/100 Dollars (\$54,035.20) (the "**Annual Rent**").

(b) Commencing on the Commencement Date and on the anniversary of the Commencement Date each year thereafter, the Annual Rent shall be paid in one annual payment.

(c) Commencing on June 1, 2021, and every year thereafter (each an "**Adjustment Date**"), the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the year immediately preceding the Adjustment Date.

(d) The first Annual Rent payment shall be due and payable on the first day of the second month following the Commencement Date. Thereafter, the Annual Rent payments shall be paid on or before the anniversary of the Commencement Date without notice, demand, deduction or setoff. If Lessee fails to pay the Annual Rent by the fifth (5<sup>th</sup>) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(e) Lessee agrees to pay a security deposit to the Lessor in the amount of Two Thousand and No/100 Dollars (\$2,000.00) by the Commencement Date of this Lease ("**Security Deposit**"). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of this Lease, provided the Lessee has performed all obligations under this Lease through the date of termination. In the event that Lessee does not remove all of the Facilities from the Premises as set forth in Paragraph 3(d) of this Lease, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Facilities. In the event that Lessor has in its possession any security deposit from the Original Lease, such amount shall be credited to the Security Deposit required hereunder and Lessee shall be required to pay the difference.

**6. Administrative Fee.**

Lessee shall pay Lessor's reasonable administrative fees for preparing, reviewing and negotiating this Lease in the sum of Two Thousand and 00/100ths Dollars (\$2,000.00), which shall be due and payable on or before thirty (30) days following execution of this Lease by both parties.

**7. Modification of the Premises.**



(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions provided for in **Exhibit A** and no additional approval of same is necessary because the Facilities are constructed and operational as of the Commencement Date of this Lease.

(b) Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(c) From the Commencement Date of this Lease and before commencement of any modifications of the Facilities, Lessee shall submit to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, delayed or denied, the following:

- (i) a set of modification construction plans certified by a professional engineer satisfactory to Lessor which states that the modifications will be in compliance with all applicable laws, rules and regulations.
- (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed modifications to the existing telecommunications tower will sustain the loads required by the equipment to be installed upon it.
- (iii) copies of all applicable approved permits and Governmental Approvals.
- (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review. The permits and approvals required in subsection 7(c)(iii) and (iv), together with all other applicable permits, licenses and other approvals that may be required by any federal, state or local authorities for the purpose of operating the Facilities, are defined as "Governmental Approvals."

All of the preceding documents required to receive Lessor's approval shall be referred to as the **"Modification Documents."**

(d) After Lessee's submission of the Modification Documents, Lessor shall notify Lessee within thirty (30) days whether it deems the Modification Documents to be satisfactory. If the Modification Documents are deemed satisfactory, Lessor shall provide a signed letter consenting to the equipment modifications at the time of its notification. Should the Lessor determine the Modification Documents are unsatisfactory, Lessor shall provide a written explanation of the defects with its notification. Lessee shall then revise the Modification Documents to remedy the defects noted by Lessor and re-submit the Modification Documents for Lessor's review pursuant to this paragraph.

(e) The Modification Documents will not be considered approved until Lessor provides a signed letter consenting to the equipment modifications. Lessee agrees that no modification to the Facilities will be performed until Lessor provides such letter.

(f) All modifications will comply with the terms set forth in this Lease and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.

(g) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the modifications. If damage to the Parcel, equipment, or both, occurs then Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(h) If the modification of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

(i) Notwithstanding the prior terms of this Paragraph 7, Lessee shall be permitted to make operational, maintenance, and emergency repairs without Lessor's consent so long as said maintenance and repairs do not change the size or number of antennas, or overall appearance of the structure.

(j) Notwithstanding sub-paragraphs (a) through (i) above, if a 6409(a) or 2232 application is required pursuant to the applicable laws, codes, ordinance or regulations, then Lessee must obtain approval of such application as provided above.

## **8. Interference.**

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel or the use of the Parcel by any parties to whom Lessor has granted rights prior to the date of the Original Lease.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within four (4) hours after receipt of notification, whether oral or written, from the Lessor and if the interference is not corrected within forty-eight (48) hours after receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced.

(c) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing, or previously approved on the Parcel as of the Effective Date of this Lease. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor,



and if the interference is not corrected within ten (10) days of receipt of written notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said ten (10) days), Lessee shall power down the Facilities that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) After the Effective Date, Lessor will not grant a lease or any other interest in the Parcel to permit any use of the Parcel which would cause interference with Lessee's Facilities at the Premises.

#### **9. Condition of the Premises.**

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

#### **10. Maintenance and Repairs of Facilities.**

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the Term of this Lease. Lessee shall diligently respond as soon as practicable to any reasonable request by Lessor for any such maintenance or repair.

#### **11. Indemnification.**

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's subtenants, agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Lease; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify or hold Lessor harmless for claims arising out of the sole negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.

## **12. Insurance.**

(a) Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Lessor as an additional insured, and shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to Lessor, and shall otherwise be reasonably satisfactory to Lessor. The required limits may be met by a combination of primary and excess or umbrella insurance. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company authorized to do business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the Term of this Lease, (ii) each anniversary of the policy renewal date, (iii) a change in coverage, and (iv) at any other time during the Term of this Lease upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of its Facilities. In the event of damage to or destruction of the Facilities, neither Lessee nor Lessor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Lease upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 16 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of the Facilities and for restoration of the Premises in accordance with Paragraph 3(d) and this provision shall not limit such obligation.

(c) Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

## **13. Liens.**

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Parcel and arising from work, labor, services, or materials supplied by or on behalf of Lessee, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.



#### **14. Compliance with Laws.**

Lessee shall, at its expense, throughout the Term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby. Lessor agrees to cooperate with Lessee at Lessee's expense as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's equipment and provided that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

#### **15. Representations and Warranties.**

(a) Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (iii) the person executing this Lease on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease.

(b) Lessor represents to Lessee (i) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (ii) the person executing this Lease on its behalf has been duly authorized to do so, and (iii) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease. The Premises is owned by Lessor free and clear of any mortgage, deed of trust, lien, or right of any individual or entity arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Lessee arising under this Lease and the rights of utility providers under recorded easements.

#### **16. Termination.**

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 3(d) of this Lease, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the Premises more than one hundred twenty (120) days after the expiration or termination of this Lease, Lessee shall pay to Lessor for such holding over a hold over fee per month equal to 10.5% of the Annual Rent that was in effect immediately prior to such expiration or termination. The fee for such holding over shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Lease, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the holdover fees upon termination shall not be a waiver by Lessor of any of its other remedies at

law or in equity. Paragraphs 3(g), 11, 13, 16, 19 and 23 of this Lease shall survive termination of this Lease.

#### 17. Default.

(a) If Lessee shall fail to pay when due the Annual Rent provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of Annual Rent or the payment of any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Lease, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Lease at its sole discretion and pursue its remedies hereunder, at law or in equity. Termination shall be effective upon providing written notice to Lessee.

(b) Lessor and Lessee agree that Lessee's failure to comply with the Facility modification process as outlined in Paragraph 7 will be considered an Event of Default and Lessor may terminate this Lease at its sole discretion and pursue its remedies at law or in equity.

(c) The failure of either party to this Lease to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision.

#### 18. Authorized Representative

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee ("**Authorized Representatives**") who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

##### LESSOR:

Name:	Mike Lambert
Title:	Assistant Director, Real Estate Services
Email Address:	<a href="mailto:Michael.Lambert@fairfaxcounty.gov">Michael.Lambert@fairfaxcounty.gov</a>
Direct Phone Line:	703-324-2836

##### LESSEE:

Name:	
Email Address:	<a href="mailto:LOHD@crowncastle.com">LOHD@crowncastle.com</a>



Direct Phone Line: Landowners Helpline Desk - 866-482-8890

**19. Notices.**

Unless specifically noted otherwise, all notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Board of Supervisors of Fairfax County, Virginia  
Attn: Director  
12000 Government Center Parkway, Suite 424  
Fairfax, VA. 22035

And:

County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Lessee:

STC Three LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department,  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

**20. Assignment and Subletting.**

(a) Lessee may, upon notice to Lessor, assign this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall submit any requests for any requested consents of Lessor at least sixty (60) days before any assignment of this Lease. In the event of any assignment or sub-lease, Lessee agrees that it shall remain liable for all obligations hereunder.

(b) Lessee may sublease any portion or all of the Premises, upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

(c) In addition to the Annual Rent currently paid by Lessee to Lessor pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Subtenant"), Lessee agrees to pay to Lessor thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under this Lease. Lessee shall have sole discretion, subject to obtaining Lessor's prior written consent as required above, as to whether to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so; however, each Subtenant shall be subject to all obligations of this Lease irrespective of any contrary term that may be in such sublease, license or other similar agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

(d) Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

## **21. Quiet Enjoyment.**

Lessee shall be entitled to use and occupy the Premises during the Term hereof for the purposed herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

## **22. Miscellaneous.**

(a) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

(b) All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns.

(c) Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such memorandum, for no additional consideration, promptly upon Lessee's request. Within thirty (30) days from the expiration or earlier termination of this Lease, Lessee shall record a unilateral termination of any



such memorandum with the appropriate recording officer. If Lessee fails to record the termination prior to the end of such thirty (30) day period and such failure is not remedied within fifteen (15) days following Lessee's receipt of written notice from Lessor requesting the same ("Notice Period"), Lessee shall pay to Lessor a monthly payment equal to one twelfth (1/12th) of the Annual Rent that was in effect immediately prior to such expiration or termination for each month thereafter during which a termination of the memorandum is not recorded pursuant to this Section 22(c). Any such payment shall be prorated for any partial month on a per diem basis. Lessor may, but is not required to, record a unilateral termination of the memorandum with the appropriate recording officer at any time following the expiration of the Notice Period. This Section 22(c) shall survive termination of this Lease.

**23. Applicable Law.**

This Lease shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal on the day and year first written above.

LESSOR:

Board Of Supervisors of Fairfax County,  
Virginia

By: \_\_\_\_\_ (SEAL)  
Name: Joseph M. Mondoro  
Title: Chief Financial Officer

LESSEE:

STC THREE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company,  
Its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

[ATTACHED HERETO]

APC Tower/Chantilly Fire House  
BU 876678  
PPAB 5254987v1.doc

# AS-BUILT SURVEY

## 876678

### LEGEND

Additional Land Building	IP / Rebar Mono	Transformer
Asphalt Pavement	IP / Rebar Mono - Found	Transformer Pad
Contour - Major	Cased Mono	Catch Basin
Contour - Minor	Cased Mono - Found	Inlet
Easement	Traverse Point	Culvert
Guideline	Survey Point	Utility Vault
Jurisdiction Line	Gravel	Manhole
Property Line	Dirt	Handhole
Property Tie	Concrete	Pull box
Right of Way	Retaining Wall	Pedestal
Setback	Stairs	Riser
Tie Line	Door / Gate	Meter
Wetland	Double Door / Gate	Valve
Railroad Tracks	Gate - Sliding	Clearcut
Centerline	Signs	Junction Box
Road Centerline	Mailbox	Pump Station
Stream	Column	Utility Box
Stream (Directional)	Utility Pole	Controller
Ditch	Guyed Pole	HYAC
Channel	Pole	Generator
Fence	Bolted	
Cable TV	Fire Hydrant	
Cable Underground	Flag Pole	
Combined Sewer	Shrub	
Cable TV & Elec	Tree - Palm	
Cable, Elec. & TV	Tree - Coniferous	
Electric	Tree - Deciduous	
Electric Underground	Metal Platform	
Fiber	Fuel Tanks	
Fiber Underground	Traffic Signal Controller	
Gas		
Sewer		
Storm		
Telephone		
Telephone Underground		
Unknown Utility		
Water		
Topo - High Point		
Topo - Low Point		
Breakline		
Match line		
Property Tie		

APC TOWER/CHANTILLY FIRE HOUSE  
14005 VERNON STREET  
CHANTILLY, VA 22021  
FAIRFAX COUNTY



VICINITY MAP NOT SHOWN TO SCALE

AREA	SQUARE FEET	ACRES
PARENT PARCEL	17,980	0.41
TOWER COMPOUND	367	0.01
TOWER LEASE	650	0.01
ACCESS/UTILITY EASEMENT	5,893	0.14

### SHEET INDEX

SHEET NAME	TITLE
V-01	COVER SHEET
V-02	PROPERTY OVERVIEW
V-03	EASEMENT OVERVIEW
V-04	SITE DETAIL
V-05	LEGAL DESCRIPTIONS

LABEL	STATE PLANE COORDINATES
EIP (POC)	N:7009550' E:11786850'

SURVEY PERFORMED FOR:

**CROWN CASTLE**  
1500 Corporate Drive  
Canonsburg, PA 15317

SURVEY COORDINATED BY:  
GEOLOGIC SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32315  
TEL: (904) 418-0500 | FAX: (904) 462-8989

SURVEY PERFORMED BY:  
JONATHAN MURPHY LAND SURVEYOR  
8300 LIMOUSINE DRIVE RALEIGH NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4442

DATE BY: JAM | DATE BY: JMS | DATE NO: 876678

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN MURPHY

**COMMONWEALTH OF VIRGINIA**  
JONATHAN F. MURPHY  
License No. 2713  
08/13/2020

AREA ZONING: R-1

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.A.R.M. PARCEL NUMBER 11086850000. EFFECTIVE DATE 08/17/2020

BASIS OF NORTH:  
VA GRID (NORTH ZONE) NAD83

NOTES:  
1. SURVEY PERFORMED ON  
2. DATA PRODUCED IN STATE PLANE COORDINATE SYSTEM (NAD83) WITH (NAD83) VERTICAL DATUM  
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.  
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED  
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE  
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV.	DATE	DESCRIPTION	BY/IN

SITE INFORMATION:  
Name: APC TOWER/CHANTILLY FIRE HOUSE  
BLN: 876678  
Address: 14005 VERNON STREET  
CHANTILLY, VA 22021  
County: FAIRFAX COUNTY  
SITE LOCATED IN:  
Section 10A, Township 10A, Range 10A

**AS-BUILT SURVEY**

SHEET TITLE: COVER SHEET  
SHT NAME: 1 SHT NO: 1 OF 5

PARENT PARCEL INFORMATION:  
 OWNER: BOARD OF SUPERVISORS FAIRFAX COUNTY  
 14005 VERNON STREET  
 CHANTILLY, VA 22021  
 MAP# 0344 06 0060  
 MAP# 0344 06 0061  
 MAP# 0344 06 0062  
 DEED BOOK: D6361, PAGE: 1819

BAR GRAPH 1 inch = 40 ft.  
 876678 APC TOWER-CHANTILLY FIREHOUSE.DWG

ROCKLAND VILLAGE  
 DEED BOOK 512 PG 441

EXISTING IRON PIPE  
 E:11786894"-N:7009690"

WALNEY ROAD  
 VARIABLE WIDTH PUBLIC RIGHT OF WAY

VERNON STREET  
 VARIABLE WIDTH PUBLIC RIGHT OF WAY

LOT 61

LOT 60

LOT 62

EXISTING IRON PIPE  
 POC TOWER LEASE &  
 ACCESS/UTILITY EASEMENT  
 E:11786850"-N:7009550"

ROCKLAND VILLAGE  
 DEED BOOK 512 PG 441

ROCKLAND VILLAGE  
 DEED BOOK 512 PG 441

AREA	SQUARE FEET	ACRES
PARENT PARCEL	17,980	0.41
TOWER COMPOUND	367	0.01
TOWER LEASE	650	0.01
ACCESS/UTILITY EASEMENT	5,893	0.14

LABEL	STATE PLANE COORDINATES
EIP (POC)	N:7009550" E:11786850"
N:	E:

SURVEY PERFORMED FOR:  
  
 1500 Corporate Drive  
 Canonsburg, PA 15317

SURVEY COORDINATED BY:  
 GEDLINE SURVEYING, INC.  
 13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32815  
 TEL: (386) 418-0500 | FAX: (386) 462-9958

SURVEY PERFORMED BY:  
 JONATHAN MURPHY LAND SURVEYOR  
 6300 LAMOUSINE DRIVE RALEIGH NC 27617  
 TEL: (819) 787-7873 | FAX: (819) 400-4442

DATE: 05/13/2020

SURVEYOR'S CERTIFICATION:  
 I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN MURPHY



MAP DATE: 05/13/2020

AREA ZONING: R-1

FEMA INFORMATION:  
 THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.L.H.A. PARCEL NUMBER: 030601206, EFFECTIVE DATE: 06/12/2010

BASE OF NORTH:  
 VA GRID (NORTH ZONE) NAD83

NOTES:  
 1. SURVEY PERFORMED ON DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83) WITH (HORIZONTAL) VERTICAL DATUM.  
 2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.  
 3. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.  
 4. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
 5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	BY/IN

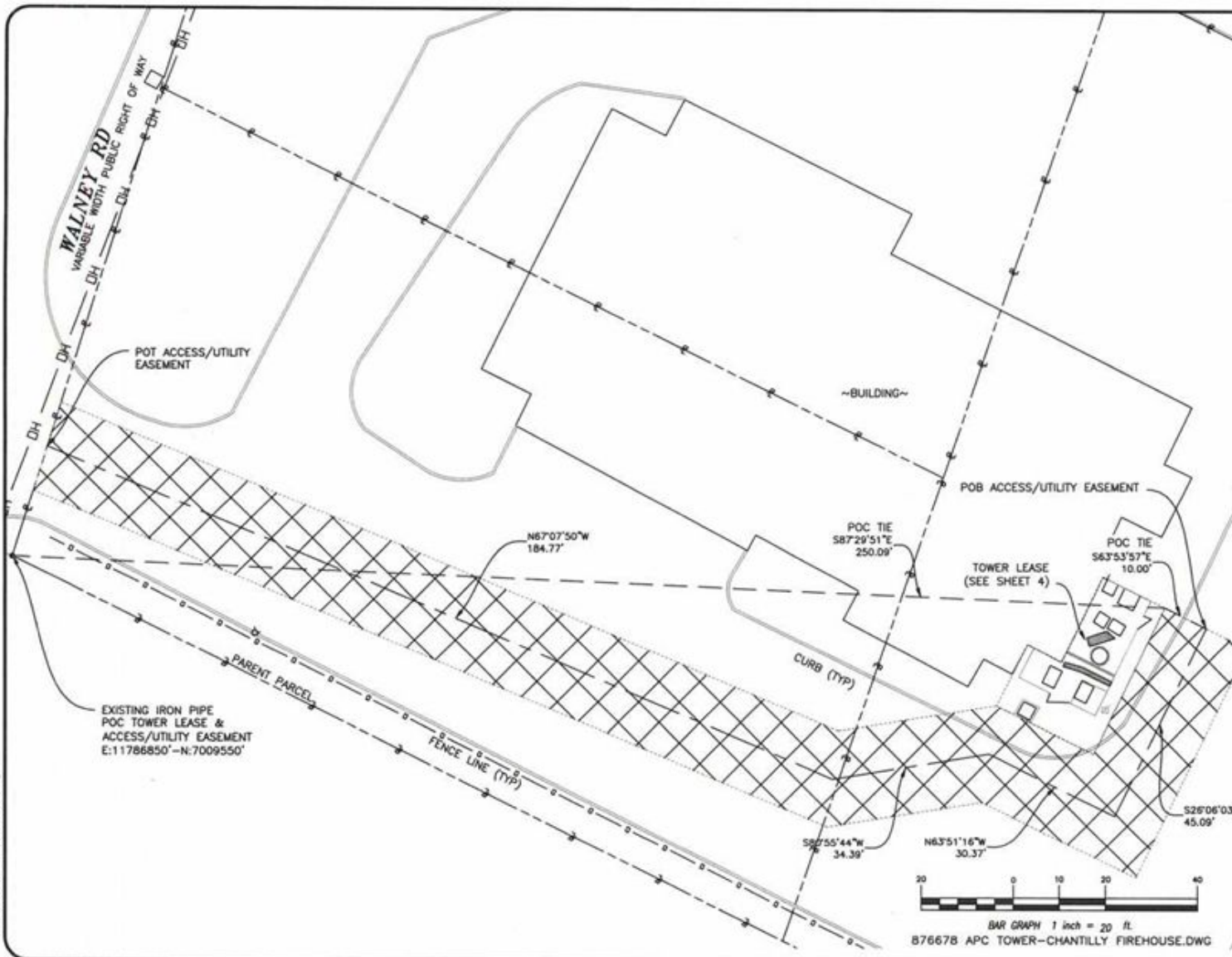
SITE INFORMATION:  
 Name: APC TOWER/CHANTILLY FIRE HOUSE  
 BUN: 876678  
 Address: 14005 VERNON STREET  
 CHANTILLY, VA 22021  
 County: FAIRFAX COUNTY

SITE LOCATED IN:  
 Section N6E, Township N5E, Range N5E

**AS-BUILT SURVEY**

SHEET TITLE: PROPERTY OVERVIEW  
 SHT NAME: 2 SHT NO: 2 OF 5





SURVEY PERFORMED FOR:  
**CROWN CASTLE**  
1500 Corporate Drive  
Canonsburg, PA 15317

SURVEY COORDINATED BY:  
GEOLINE SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32615  
TEL: (386) 418-0500 | FAX: (386) 462-9908

SURVEY PERFORMED BY:  
JONATHAN MURPHY, LAND SURVEYOR  
8300 LIMOUSINE DRIVE, RALEIGH, NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4442

DRAWN BY: AMT | DWG BY: JMS | JOB NO.: 876678

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN MURPHY

**COMMONWEALTH OF VIRGINIA**  
JONATHAN F. MURPHY  
License No. 2713  
LAND SURVEYOR  
Signature: [Signature]  
Stamp Date: 05/13/2020

AREA ZONING: R-1

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.A.R.M. PARCEL NUMBER 811506031206. EFFECTIVE DATE: 08/17/2010

BASES OF NORTH:  
VA GRID (NORTH ZONE) NAD83

NOTES:  
1. SURVEY PERFORMED ON DATA PROVIDED IN STATE PLANE COORDINATE SYSTEM (NAD83), WITH (NAD83) VERTICAL DATUM.  
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.  
3. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.  
4. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV.	DATE	DESCRIPTION	DRAWN

SITE INFORMATION:  
Name: APC TOWER/CHANTILLY FIRE HOUSE  
BLN: 876678  
Address: 14005 VERNON STREET  
CHANTILLY, VA 22021  
County: FAIRFAX COUNTY

SITE LOCATED IN:  
Section N/A, Township N/A, Range N/A

**AS-BUILT SURVEY**

SHEET TITLE: EASEMENT OVERVIEW

SHT NAME: 3 | SHT NO: 3 OF 5

1500 Corporate Drive  
Camdenburg, PA 17317

SURVEY COORDINATED BY:  
DECLINE SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32615  
TEL: (386) 418-0000 | FAX: (386) 462-9906

SURVEY PERFORMED BY:  
JONATHAN MURPHY LAND SURVEYOR  
6300 LIMOUSINE DRIVE, RALEIGH NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4442

DATE: 05/13/2009

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN MURPHY

COMMONWEALTH OF VIRGINIA

JONATHAN F. MURPHY, L.S.

License No. 2713

LAND SURVEYOR

05/13/2009

MAP DATE: 05/13/2009

AREA ZONING: R-1

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER 2100602100E, EFFECTIVE DATE 08/17/2003

BASED ON NORTH:  
VA GRID (NORTH ZONE) NAD83

NOTES:  
1. SURVEY PERFORMED ON  
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83), WITH (NAD83) VERTICAL CURVE  
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.  
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED  
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE  
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV.	DATE	DESCRIPTION	BY

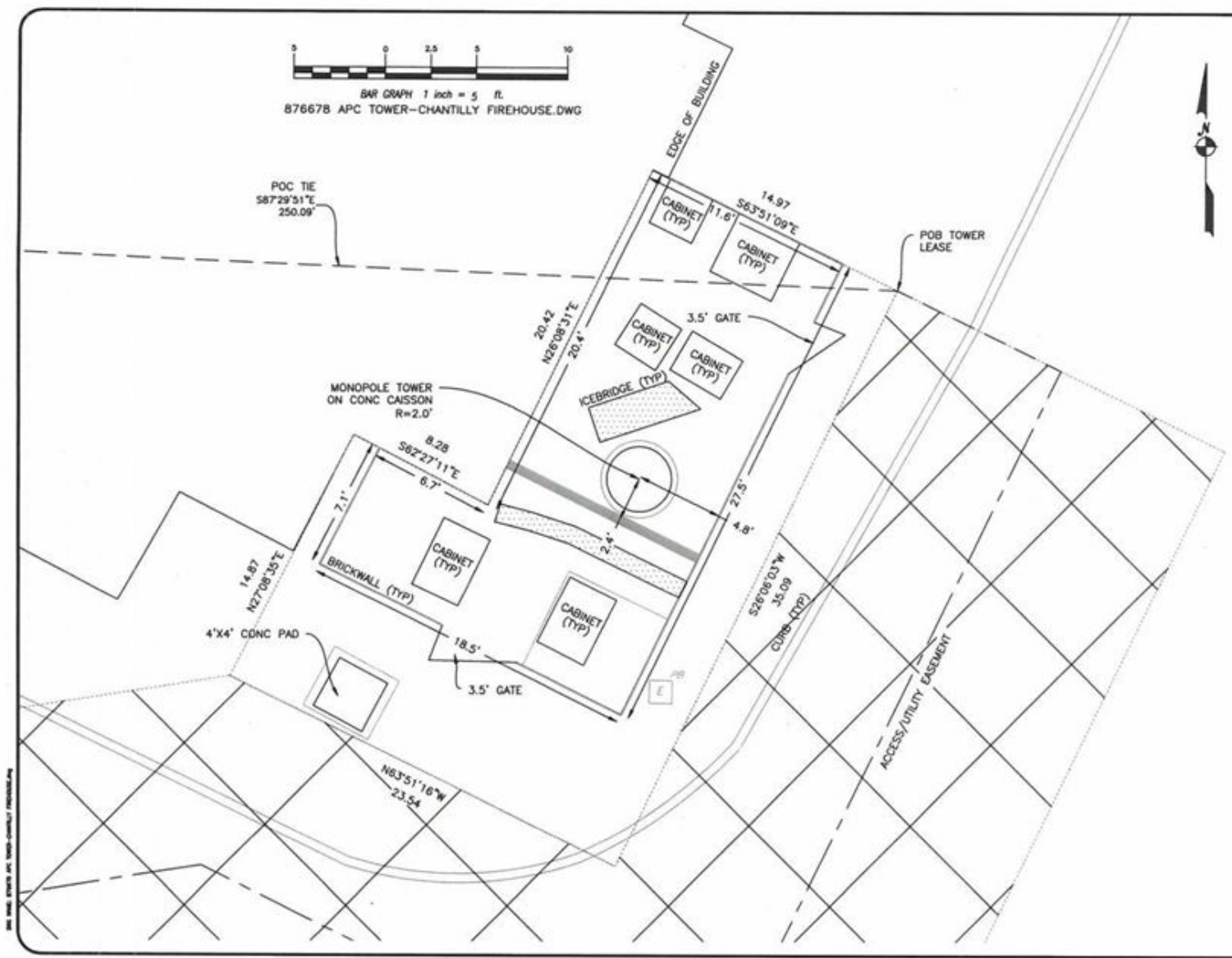
SITE INFORMATION:  
Name: APC TOWER/CHANTILLY FIRE HOUSE  
BLN: 876678  
Address: 14005 VERNON STREET  
CHANTILLY, VA 22021  
County: FAIRFAX COUNTY

SITE LOCATED IN:  
Section N/A, Township N/A, Range N/A

**AS-BUILT SURVEY**

SHEET TITLE: SITE DETAIL

SHT NAME: 4 SHT NO: 4 OF 5



LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 06361 PAGE 1819, FURTHER DESCRIBED AS:  
COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE WESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF WALNEY ROAD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA E:11786850' -AND- N:7009550';  
THENCE, DEPARTING SAID RIGHT OF WAY, S 87° 29' 51" E FOR A DISTANCE OF 250.09 FEET TO THE POINT OF BEGINNING;  
THENCE, S 26° 06' 03" W FOR A DISTANCE OF 35.09 FEET TO A POINT;  
THENCE, N 63° 51' 16" W FOR A DISTANCE OF 23.54 FEET TO A POINT;  
THENCE, N 27° 08' 35" E FOR A DISTANCE OF 14.87 FEET TO A POINT;  
THENCE, S 62° 27' 11" E FOR A DISTANCE OF 8.28 FEET TO A POINT;  
THENCE, N 26° 08' 31" E FOR A DISTANCE OF 20.42 FEET TO A POINT;  
THENCE, S 63° 51' 09" E FOR A DISTANCE OF 14.97 FEET TO THE POINT OF BEGINNING CONTAINING 650 SQFT -OR- 0.01 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 06361 PAGE 1819, FURTHER DESCRIBED AS:  
COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE WESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF WALNEY ROAD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA E:11786850' -AND- N:7009550';  
THENCE, DEPARTING SAID RIGHT OF WAY, S 87° 29' 51" E FOR A DISTANCE OF 250.09 FEET TO A POINT ON AN EXISTING 650 SQFT TOWER LEASE;  
THENCE, DEPARTING SAID TOWER LEASE, S 63° 53' 57" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;  
THENCE, S 26° 06' 03" W FOR A DISTANCE OF 45.09 FEET TO A POINT;  
THENCE, N 63° 51' 16" W FOR A DISTANCE OF 30.37 FEET TO A POINT;  
THENCE, S 60° 55' 44" W FOR A DISTANCE OF 34.39 FEET TO A POINT;  
THENCE, N 67° 07' 50" W FOR A DISTANCE OF 184.77 FEET TO A POINT ON THE PREVIOUSLY MENTIONED RIGHT OF WAY, SAID POINT BEING THE POINT OF TERMINUS CONTAINING 5,893 SQFT -OR- 0.14 ACRES.

SURVEY PERFORMED FOR:		
 1900 Corporate Drive Cranston, PA 15317		
SURVEY COORDINATED BY:		
GEOLINE SURVEYING, INC. 13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32815 TEL: (386) 418-0500   FAX: (386) 462-9988		
SURVEY PERFORMED BY:		
JONATHAN MURPHY LAND SURVEYOR 6300 LAMARQUE DRIVE, RALEIGH NC 27617 TEL: (919) 787-7873   FAX: (919) 400-4442		
JOHN RYAN   DREW RYAN   JON MURPHY		
SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO CROWN CASTLE.		
SURVEYOR NAME: JONATHAN MURPHY		
		
AREA ZONING: R-1		
FEMA INFORMATION: THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.L.R.M. PARCEL NUMBER 41000021000, EFFECTIVE DATE 08/17/2019		
BASIS OF NORTH: VA GRID (NORTH ZONE) NAD83		
NOTES: 1. SURVEY PERFORMED ON 2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83), WITH (NAD83) VERTICAL DATUM 3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY. 4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED 5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE 6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE ENTIRE PARCEL.		
REV	DATE	DESCRIPTION
SITE INFORMATION:		
Name	APC TOWER/CHANTILLY FIRE HOUSE	
BUN	876678	
Address	14005 VERNON STREET CHANTILLY, VA 22021	
County	FAIRFAX COUNTY	
SITE LOCATED IN: Section N/A, Township N/A, Range N/A		
<b>AS-BUILT SURVEY</b>		
SHEET TITLE: LEGAL DESCRIPTIONS		
SHT NAME:	5	SHT NO: 5 OF 5



## **Exhibit B**

### TOWER LEASE

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 06361 PAGE 1819, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE WESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF WALNEY ROAD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA E:11786850' -AND- N:7009550';

THENCE, DEPARTING SAID RIGHT OF WAY, S 87° 29' 51" E FOR A DISTANCE OF 250.09 FEET TO THE POINT OF BEGINNING;

THENCE, S 26° 06' 03" W FOR A DISTANCE OF 35.09 FEET TO A POINT;

THENCE, N 63° 51' 16" W FOR A DISTANCE OF 23.54 FEET TO A POINT;

THENCE, N 27° 08' 35" E FOR A DISTANCE OF 14.87 FEET TO A POINT;

THENCE, S 62° 27' 11" E FOR A DISTANCE OF 8.28 FEET TO A POINT;

THENCE, N 26° 08' 31" E FOR A DISTANCE OF 20.42 FEET TO A POINT;

THENCE, S 63° 51' 09" E FOR A DISTANCE OF 14.97 FEET TO THE POINT OF BEGINNING CONTAINING 650 SQFT -OR- 0.01 ACRES.

### ACCESS/UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 06361 PAGE 1819, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE WESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF WALNEY ROAD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA E:11786850' -AND- N:7009550';

THENCE, DEPARTING SAID RIGHT OF WAY, S 87° 29' 51" E FOR A DISTANCE OF 250.09 FEET TO A POINT ON AN EXISTING 650 SQFT TOWER LEASE;

THENCE, DEPARTING SAID TOWER LEASE, S 63° 53' 57" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, S 26° 06' 03" W FOR A DISTANCE OF 45.09 FEET TO A POINT;

THENCE, N 63° 51' 16" W FOR A DISTANCE OF 30.37 FEET TO A POINT;

THENCE, S 80° 55' 44" W FOR A DISTANCE OF 34.39 FEET TO A POINT;

THENCE, N 67° 07' 50" W FOR A DISTANCE OF 184.77 FEET TO A POINT ON THE PREVIOUSLY MENTIONED RIGHT OF WAY, SAID POINT BEING THE POINT OF TERMINUS CONTAINING 5,893 SQFT -OR- 0.14 ACRES.

APC Tower/Chantilly Fire House  
BU 876678  
PPAB 5254987v1

Board Agenda Item  
June 9, 2020

3:30 p.m.

Public Hearing to Lease County-Owned Property at 3721 Stonecroft Boulevard to STC THREE, LLC (Sully District)

ISSUE:

Public hearing to lease to STC THREE, LLC, the County-owned property at the Fairfax County Police Department (FCPD) Driver Training Facility, located at 3721 Stonecroft Boulevard, for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 3721 Stonecroft Boulevard to STC THREE, LLC.

TIMING:

On April 14, 2020, the Board authorized the advertisement of a public hearing to be held on June 9, 2020, to lease County-owned property at 3721 Stonecroft Boulevard to STC THREE, LLC.

BACKGROUND:

The Board of Supervisors is the owner of the FCPD Driver Training Facility located at 3721 Stonecroft Boulevard on a County-owned parcel identified as Tax Map Number 34-1 ((1)) 5. The site is currently improved with a 57-foot telecommunications tower positioned near the entrance to the parking lot. The County has an existing lease with Crown Castle for a 650 square foot compound at the base of the monopole. Network provider Cox Communications subleases from Lessee space on the monopole and in the compound for its telecommunications equipment.

Since this lease is scheduled to terminate on September 30, 2022, Crown Castle, the property manager for Lessee, has approached the County about Lessee's desire to continue to use this site for the provision of telecommunications services and has negotiated a new lease with the County. The initial term will be five (5) years, with five 5-year options to extend the lease, for a total possible term of thirty (30) years. Lessee will pay approximately \$52,000 as the annual rental fee for its equipment during the first year, with scheduled rent increases of three percent (3%) per year thereafter. Lessee will also provide thirty percent (30%) of the rental payments from any future sublessees to the County as additional rent owed under the lease.

Board Agenda Item  
June 9, 2020

FISCAL IMPACT:

The lease will generate approximately \$52,000 in revenue during the first year of the extension. An administrative fee of \$2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited into the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 0341 01 0005

Attachment 2 – Draft Lease Agreement

STAFF:

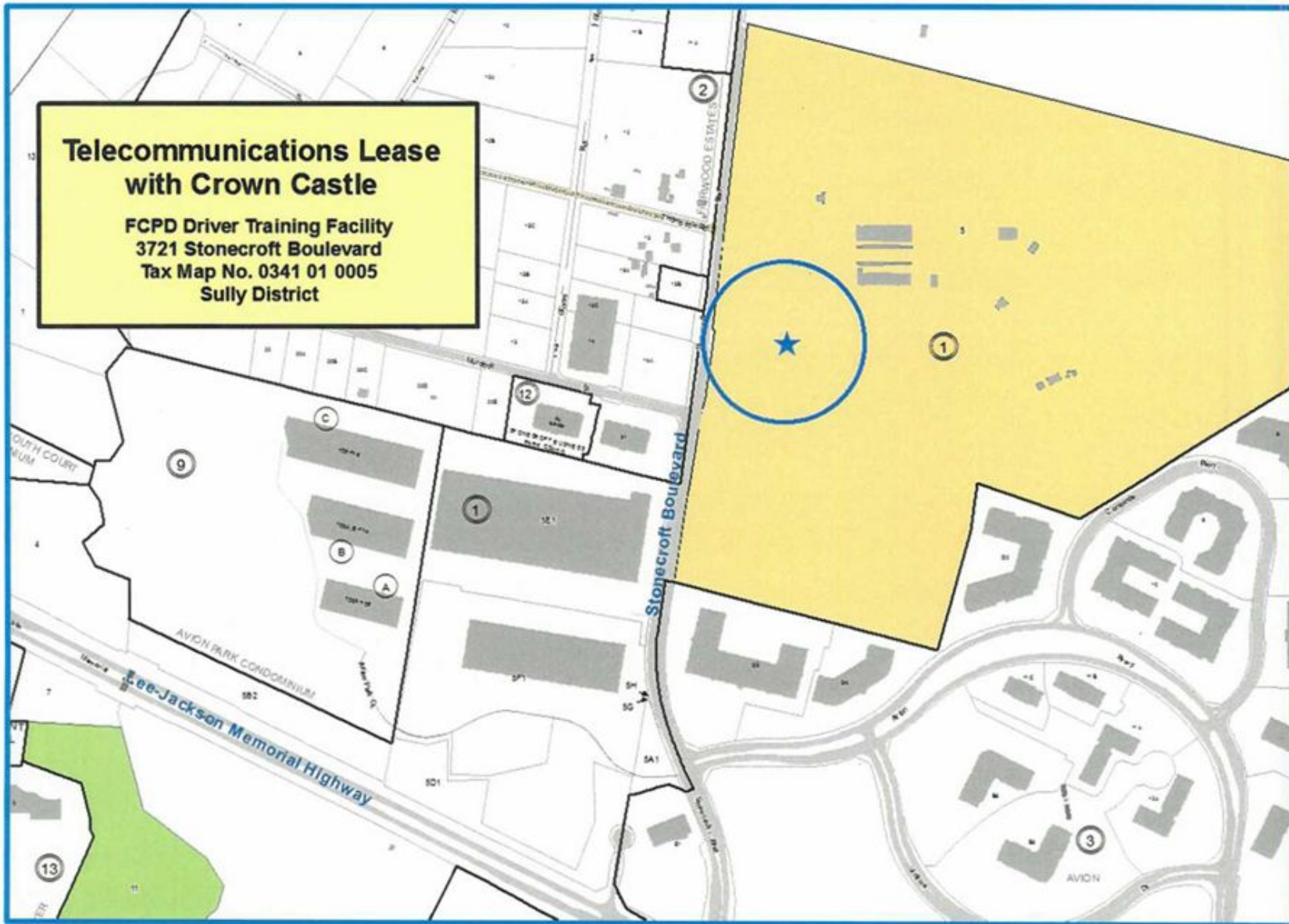
Joseph M. Mondoro, Chief Financial Officer

José A. Comayagua, Jr., Director, Facilities Management Department

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney



2020 REAL PROPERTY DEED OF LEASE AGREEMENT  
FOR THE FAIRFAX COUNTY CRIMINAL JUSTICE TRAINING CENTER  
(BU 881052)

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**Exhibit A**    Site Plan  
**Exhibit B**    Legal Descriptions



**THIS 2020 REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease")**, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY ("Lessor")**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035, and **STC THREE LLC**, a Delaware limited liability company ("**Lessee**"), successor-in-interest to APC Realty and Equipment Company, LLC, a Delaware limited liability company ("**Original Lessee**"), by and through its Attorney-in-Fact, **GLOBAL SIGNAL ACQUISITIONS III LLC**, a Delaware limited liability company, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and the parties mutually agree as follows:

WHEREAS, Lessor and Original Lessee entered into a Real Property Deed of Lease Agreement dated July 3, 2002 (as amended and assigned, the "**2002 Lease**"), whereby Lessor leased to Original Lessee the Premises (as defined below) located at 3721 Stonecroft Boulevard (Tax Parcel # 0341 01 0005), Chantilly, Fairfax County, Virginia, together with those certain access, utility and/or maintenance rights of way granted in the Original Lease. The 2002 Lease was amended by that First Amendment to Real Property Deed of Lease Agreement dated November 21, 2008 (the "**Amendment**"). The 2002 Lease and the Amendment are collectively defined herein as the "**Original Lease**"; and

WHEREAS, the parties now wish to enter into this Lease to replace and supersede the Original Lease for the purposes set forth, and in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Termination of Original Lease.**

Lessor is the current lessor and Lessee is the current lessee under the Original Lease. Lessor and Lessee agree that the Original Lease will automatically terminate as of the Commencement Date of this Lease. Notwithstanding the foregoing, any and all obligations of the parties accruing under the Original Lease prior to its termination and the obligations of the parties that expressly survive the Original Lease shall survive such termination, including any amounts that were due and payable by Lessee thereunder prior to such termination.

**2. Leased Premises.**

Lessor is the owner of a parcel of land located at 3721 Stonecroft Boulevard, Chantilly, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as Tax Parcel # 0341 01 0005, and described in that Deed recorded in Book 8144, Page 1099 in the Clerk's Office of the Circuit Court for Fairfax County (hereinafter referred to as the "**Parcel**"). A portion of the Parcel that constitutes approximately 650 square feet of ground space is delineated as the "**TOWER LEASE**" on **Exhibit A** attached hereto and incorporated herein, and is described as the "**TOWER LEASE**" by metes and bounds in **Exhibit B** attached hereto and incorporated herein (hereinafter those portions of **Exhibit A** and **Exhibit B** delineated and described as the "**TOWER LEASE**" will be referred to as the "**Premises**"). Lessor is willing to permit Lessee to use the Premises for the purposes set forth in this Lease and in accordance with

the terms and conditions set forth in this Lease. Lessee will operate its Facilities, as defined below, on the Premises.

"**Facilities**," as used herein, means Lessee's wireless communications facility, which includes a monopole, equipment pad, power, and telephone utility pedestals, cabinets, related cables and utility lines, and a location-based system, including without limitation, coaxial cables, base units and other associated antennas, equipment, cables, accessories and improvements, as more specifically described on **Exhibit A** attached hereto.

### **3. Use of Premises.**

(a) Lessee's Facilities are presently installed on the Premises and any modifications to the Facilities must comply with all of the conditions of this Lease, including those requirements set forth in Section 7.

(b) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises in the configuration shown on **Exhibit A**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the Premises to install, operate, maintain, repair, replace, protect and secure the Facilities as set forth herein or as subject to the written approval of Lessor.

(c) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 7, the right to install and operate underground electric lines from Lessee's meter to the Facilities and communication lines from the termination point of the communication utilities supplying communication service to the Facilities as shown on **Exhibit A**. Lessee acknowledges it has previously filed the necessary application(s) for utility easements and paid all fees for such in a separate process through the Planning Division of the Department of Planning and Development, and all utilities currently required by Lessee are installed.

(d) All portions of the Facilities brought onto the Premises by Lessee, whether prior to commencement of this Lease or subsequent to commencement of this Lease, shall remain the Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the term, as long as Lessee is not in default. Upon termination of this Lease, the Facilities and any foundation shall be removed entirely from the Premises by Lessee no later than one hundred twenty (120) days after the date of the termination of this Lease. Lessee shall restore the surface of the Premises to an open area to the reasonable satisfaction of Lessor, which is free of any equipment, foundations, concrete mounting pads, and grounding devices, and which has been graded and seeded. All Facilities shall be vacated at the Lessee's expense. Within one hundred twenty (120) days after receipt of written notice from Lessor, Lessee, at Lessee's expense, shall use commercially reasonable efforts to remove any utility easements to which Lessee is a party (as shown in the public record) and that are encumbering the Premises.

(e) Lessor grants Lessee a non-exclusive irrevocable license, which will be in effect until the expiration or earlier termination of this Lease, for ingress and egress to the Premises, together with the right to replace and maintain existing utility wires, poles, cables, conduits and pipes thereon and therein, in the location shown as the "ACCESS/UTILITY EASEMENT" on **Exhibit A** attached hereto and described as the "ACCESS/UTILITY EASEMENT" by metes



and bounds on **Exhibit B** attached hereto. If Lessee obtains Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed, Lessee may install additional wires, poles, cables, conduits and pipes thereon and therein in the event any such additional utilities are necessary during the term of this Lease, but not otherwise; and Lessor grants Lessee a non-exclusive irrevocable license to the extent of the Lessor's interest therein, which will be in effect until the expiration or earlier termination of this Lease, to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for operation, maintenance, unscheduled repairs and emergencies.

(f) Except for the Premises (as described in **Exhibit A**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(g) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 11); except as allowed by applicable law for the use of sealed batteries for emergency back-up, any fire suppression system, small quantities of cleaning products ordinarily used by commercial businesses and fuel in Lessee's backup generator(s), if any. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Parcel in violation of any law or regulation. This paragraph shall survive the termination of this Lease.

(h) Any modifications of the Facilities or the addition of new Facilities must comply with Section 7 of this Lease and shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Lease, by Lessor or any other party and no such modification or addition shall interfere with the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.



#### 4. Term.

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease hereby granted ("**Term**") shall be for a term commencing upon September 5, 2022 ("**Commencement Date**") and expiring at 11:59 P.M. on September 4, 2027. Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Lease if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; or (iii) interference by or to Lessee's operation cannot be resolved. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within thirty (30) days after the occurrence of any of the foregoing described events which is the basis of termination. In addition to the foregoing termination rights, Lessee shall have the right to terminate this Lease at any time with twelve (12) months prior written notice if Lessee is unable to use the Premises or its equipment located thereon due to changes in technology or to changes in Lessee's or any of its customers' networks.

(b) If all or any part of the Premises or if all or any part of the Parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purposes hereunder, then, at Lessee's option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor, provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Premises under the terms and conditions hereunder, provided Lessor's obligations under this Lease are not altered.

(c) Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph 4(c) for five (5) additional periods of five (5) years (each a "**Renewal Term**") upon the same terms and conditions contained herein; provided, however, that the Annual Rent provided for in Section 5 shall be adjusted at the commencement of each Renewal Term as provided in Section 5. This Lease hereby granted shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to the other party of its intention not to permit this Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Lease to the Term hereof shall include, where appropriate, all Renewal Terms so effected. Lessor shall have the right to terminate this Lease if Lessor's governing body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to

Lessee. If all Renewal Terms are exercised and if not sooner terminated, this Lease shall expire on September 4, 2052.

## **5. Rent and Security Deposit.**

(a) The annual rent amount owed by Lessee for the year beginning September 5, 2022, and ending September 4, 2023, is equal to the amount of Fifty One Thousand Six Hundred Sixty-Seven and 54/100 Dollars (\$51,667.54) (the "**Annual Rent**").

(b) Commencing on the Commencement Date and on the anniversary of the Commencement Date each year thereafter, Annual Rent shall be paid in one annual payment.

(c) Commencing on September 5, 2023, and every year thereafter (each an "**Adjustment Date**"), the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the year immediately preceding the Adjustment Date.

(d) The first Annual Rent payment shall be due and payable on the first day of the second month following the Commencement Date. Thereafter, the Annual Rent payments shall be paid on or before the anniversary of the Commencement Date without notice, demand, deduction or setoff. If Lessee fails to pay the Annual Rent by the fifth (5<sup>th</sup>) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(e) Lessee agrees to pay a security deposit to the Lessor in the amount of Four Thousand Four Hundred and No/100 Dollars (\$4,400.00) by the Commencement Date of this Lease ("**Security Deposit**"). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of this Lease, provided the Lessee has performed all obligations under this Lease through the date of termination. In the event that Lessee does not remove all of the Facilities from the Premises as set forth in Paragraph 3(d) of this Lease, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Facilities. In the event that Lessor has in its possession any security deposit from the Original Lease, such amount shall be credited to the Security Deposit required hereunder and Lessee shall be required to pay the difference.

## **6. Administrative Fee.**

Lessee shall pay Lessor's reasonable administrative fees for preparing, reviewing and negotiating this Lease in the sum of Two Thousand and 00/100ths Dollars (\$2,000.00), which shall be due and payable on or before thirty (30) days following execution of this Lease by both parties.

## **7. Modification of the Premises.**



(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions provided for in **Exhibit A** and no additional approval of same is necessary because the Facilities are constructed and operational as of the Commencement Date of this Lease.

(b) Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(c) From the Commencement Date of this Lease and before commencement of any modifications of the Facilities, Lessee shall submit to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, delayed or denied, the following:

- (i) a set of modification construction plans certified by a professional engineer satisfactory to Lessor which states that the modifications will be in compliance with all applicable laws, rules and regulations.
- (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed modifications to the existing telecommunications tower will sustain the loads required by the equipment to be installed upon it.
- (iii) copies of all applicable approved permits and Governmental Approvals.
- (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review. The permits and approvals required in subsection 7(c)(iii) and (iv), together with all other applicable permits, licenses and other approvals that may be required by any federal, state or local authorities for the purpose of operating the Facilities, are defined as "Governmental Approvals."

All of the preceding documents required to receive Lessor's approval shall be referred to as the **"Modification Documents."**

(d) After Lessee's submission of the Modification Documents, Lessor shall notify Lessee within thirty (30) days whether it deems the Modification Documents to be satisfactory. If the Modification Documents are deemed satisfactory, Lessor shall provide a signed letter consenting to the equipment modifications at the time of its notification. Should the Lessor determine the Modification Documents are unsatisfactory, Lessor shall provide a written explanation of the defects with its notification. Lessee shall then revise the Modification Documents to remedy the defects noted by Lessor and re-submit the Modification Documents for Lessor's review pursuant to this paragraph.

(e) The Modification Documents will not be considered approved until Lessor provides a signed letter consenting to the equipment modifications. Lessee agrees that no modification to the Facilities will be performed until Lessor provides such letter.

(f) All modifications will comply with the terms set forth in this Lease and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.

(g) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the modifications. If damage to the Parcel, equipment, or both, occurs then Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(h) If the modification of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

(i) Notwithstanding the prior terms of this Paragraph 7, Lessee shall be permitted to make operational, maintenance, and emergency repairs without Lessor's consent so long as said maintenance and repairs do not change the size or number of antennas, or overall appearance of the structure.

(j) Notwithstanding sub-paragraphs (a) through (i) above, if a 6409(a) or 2232 application is required pursuant to the applicable laws, codes, ordinance or regulations, then Lessee must obtain approval of such application as provided above.

#### **8. Interference.**

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel or the use of the Parcel by any parties to whom Lessor has granted rights prior to the date of the Original Lease.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within four (4) hours after receipt of notification, whether oral or written, from the Lessor and if the interference is not corrected within forty-eight (48) hours after receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced.

(c) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing, or previously approved on the Parcel as of the Effective Date of this Lease. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor, and if the interference is not corrected within ten (10) days of receipt of written notification (or

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such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said ten (10) days), Lessee shall power down the Facilities that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) After the Effective Date, Lessor will not grant a lease or any other interest in the Parcel to permit any use of the Parcel which would cause interference with Lessee's Facilities at the Premises.

#### **9. Condition of the Premises.**

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

#### **10. Maintenance and Repairs of Facilities.**

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the Term of this Lease. Lessee shall diligently respond as soon as practicable to any reasonable request by Lessor for any such maintenance or repair.

#### **11. Indemnification.**

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's subtenants, agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Lease; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify or hold Lessor harmless for claims arising out of the sole negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.

## **12. Insurance.**

(a) Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Lessor as an additional insured, and shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to Lessor, and shall otherwise be reasonably satisfactory to Lessor. The required limits may be met by a combination of primary and excess or umbrella insurance. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company authorized to do business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the Term of this Lease, (ii) each anniversary of the policy renewal date, (iii) a change in coverage, and (iv) at any other time during the Term of this Lease upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of its Facilities. In the event of damage to or destruction of the Facilities, neither Lessee nor Lessor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Lease upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 16 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of the Facilities and for restoration of the Premises in accordance with Paragraph 3(d) and this provision shall not limit such obligation.

(c) Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

## **13. Liens.**

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Parcel and arising from work, labor, services, or materials supplied by or on behalf of Lessee, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.

## **14. Compliance with Laws.**



Lessee shall, at its expense, throughout the Term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby. Lessor agrees to cooperate with Lessee at Lessee's expense as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's equipment and provided that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

#### **15. Representations and Warranties.**

(a) Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (iii) the person executing this Lease on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease.

(b) Lessor represents to Lessee (i) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (ii) the person executing this Lease on its behalf has been duly authorized to do so, and (iii) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease. The Premises is owned by Lessor free and clear of any mortgage, deed of trust, lien, or right of any individual or entity arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Lessee arising under this Lease and the rights of utility providers under recorded easements.

#### **16. Termination.**

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 3(d) of this Lease, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the Premises more than one hundred twenty (120) days after the expiration or termination of this Lease, Lessee shall pay to Lessor for such holding over a hold over fee per month equal to 10.5% of the Annual Rent that was in effect immediately prior to such expiration or termination. The fee for such holding over shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Lease, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the holdover fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 3(g), 11, 13, 16, 19 and 23 of this Lease shall survive termination of this Lease.

## 17. Default.

(a) If Lessee shall fail to pay when due the Annual Rent provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of Annual Rent or the payment of any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Lease, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Lease at its sole discretion and pursue its remedies hereunder, at law or in equity. Termination shall be effective upon providing written notice to Lessee.

(b) Lessor and Lessee agree that Lessee's failure to comply with the Facility modification process as outlined in Paragraph 7 will be considered an Event of Default and Lessor may terminate this Lease at its sole discretion and pursue its remedies at law or in equity.

(c) The failure of either party to this Lease to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision.

## 18. Authorized Representative

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee ("**Authorized Representatives**") who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

### LESSOR:

Name:	Mike Lambert
Title:	Assistant Director, Real Estate Services
Email Address:	<a href="mailto:Michael.Lambert@fairfaxcounty.gov">Michael.Lambert@fairfaxcounty.gov</a>
Direct Phone Line:	703-324-2836

### LESSEE:

Name:	
Email Address:	<a href="mailto:LOHD@crowncastle.com">LOHD@crowncastle.com</a>
Direct Phone Line:	Landowners Helpline Desk - 866-482-8890



**19. Notices.**

Unless specifically noted otherwise, all notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Board of Supervisors of Fairfax County, Virginia  
Attn: Director  
12000 Government Center Parkway, Suite 424  
Fairfax, VA. 22035

And:

County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Lessee:

STC Three LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department,  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

**20. Assignment and Subletting.**

(a) Lessee may, upon notice to Lessor, assign this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall submit any requests for any requested consents of Lessor at least sixty (60) days before any assignment of this Lease. In the event of any assignment or sub-lease, Lessee agrees that it shall remain liable for all obligations hereunder.

(b) Lessee may sublease any portion or all of the Premises, upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

(c) In addition to the Annual Rent currently paid by Lessee to Lessor pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Subtenant"), Lessee agrees to pay to Lessor thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under this Lease. Lessee shall have sole discretion, subject to obtaining Lessor's prior written consent as required above, as to whether to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so; however, each Subtenant shall be subject to all obligations of this Lease irrespective of any contrary term that may be in such sublease, license or other similar agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

(d) Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

## **21. Quiet Enjoyment.**

Lessee shall be entitled to use and occupy the Premises during the Term hereof for the purposed herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

## **22. Miscellaneous.**

(a) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

(b) All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns.

(c) Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such memorandum, for no additional consideration, promptly upon Lessee's request. Within thirty (30) days from the expiration or earlier termination of this Lease, Lessee shall record a unilateral termination of any such memorandum with the appropriate recording officer. If Lessee fails to record the

termination prior to the end of such thirty (30) day period and such failure is not remedied within fifteen (15) days following Lessee's receipt of written notice from Lessor requesting the same ("Notice Period"), Lessee shall pay to Lessor a monthly payment equal to one twelfth (1/12th) of the Annual Rent that was in effect immediately prior to such expiration or termination for each month thereafter during which a termination of the memorandum is not recorded pursuant to this Section 22(c). Any such payment shall be prorated for any partial month on a per diem basis. Lessor may, but is not required to, record a unilateral termination of the memorandum with the appropriate recording officer at any time following the expiration of the Notice Period. This Section 22(c) shall survive termination of this Lease.

**23. Applicable Law.**

This Lease shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal on the day and year first written above.

LESSOR:

Board Of Supervisors of Fairfax County,  
Virginia

By: \_\_\_\_\_ (SEAL)  
Name: Joseph M. Mondoro  
Title: Chief Financial Officer

LESSEE:

STC THREE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,  
a Delaware limited liability company,  
Its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

[ATTACHED HERETO]



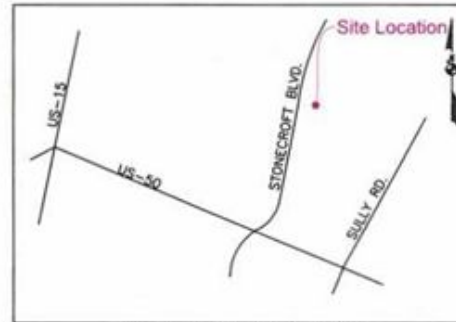
# AS-BUILT SURVEY

## 881052

FAIRFAX PISTOL RANGEM - T20  
3721 STONE CROFT BLVD.  
CHANTILLY, VA 20151  
FAIRFAX COUNTY

### LEGEND

Additional Land	IP / Rubber Manu	Transformer
Building	IP / Rubber Manu Transd	Transformer Pad
Asphalt Pavement	Casert Manu	Catch Basin
Contour - Major	Casert Manu - Found	Inlet
Contour - Minor	Traverse Point	Culvert
Easement	Survey Point	Utility Vault
Outdial	Gravel	Manhole
Autodial Line	Dirt	Handhole
Property Line	Concrete	Pull Box
Property Tie	Retaining Wall	Pedestal
Right of Way	Stairs	Riser
Setback	Door / Gate	Motor
Treeline	Double Door / Gate	Valve
Wetland	Gate - Sliding	Cleanout
Railroad Tracks	Signs	Junction Box
Centerline	Mailbox	Pump Station
Road Centerline	Column	Utility Box
Stream	Utility Pole	Generator
Stream (Directional)	Guyed Pole	
Ditch	Pole	
Channel	Bollard	
Fence	Fire Hydrant	
Cable TV	Flag Pole	
Cable Underground	Shrub	
Container Sewer	Tree - Palm	
Cable TV & Elec	Tree - Deciduous	
Cable Elec. & TV	Metal Platform	
Electric	Fuel Tanks	
Electric Underground	Traffic Signal Controller	
Fiber		
Fiber Underground		
Gas		
Sewer		
Storm		
Telephone		
Telephone Underground		
Unknown Utility		
Water		
Taps - High Point		
Taps - Low Point		
Breakline		
Match line		
Property Tie		



VICINITY MAP NOT SHOWN TO SCALE

SHEET NO.	TITLE
01	COVER SHEET
02	PROPERTY OVERVIEW
03	EASEMENT OVERVIEW
04	SITE BOUNDARY
05	TITLE REVIEW
06	LEGAL DESCRIPTIONS

AREA	SQUARE FEET	ACRES
PARENT PARCEL	5,791,254	132.94
TOWER LEASE	650	0.01
TOWER COMPOUND	606	0.01
ACCESS/UTILITY EASEMENT	6,267	0.14

LABEL	STATE PLANE COORDINATES
EIP (POC)	N:7016007' E:11779445'

SURVEY PERFORMED FOR:  
**CROWN CASTLE**  
1500 Corporate Drive  
Cranbury, PA 15117

SURVEY COORDINATED BY:  
GEOLOGIC SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32819  
TELE: (386) 418-0500 | FAX: (386) 462-9988

SURVEY PERFORMED BY:  
JONATHAN MURPHY LAND SURVEYOR  
6300 LAMOUSSE DRIVE SALEXON NC 27817  
TELE: (919) 787-7873 | FAX: (919) 400-4442

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN F. MURPHY

COMMONWEALTH OF VIRGINIA  
JONATHAN F. MURPHY  
License No. 2713  
06/20/2009  
SHT

ZONING: P RD

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE - X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PARCEL NUMBER 51000001156. - EFFECTIVE DATE 06/17/2019

BASIS OF NORTH:  
VA GRID (NORTH ZONE) MAGN

NOTES:  
1. SURVEY PERFORMED ON 01/16/2020  
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83), WITH (NAD83) VERTICES, DATUM.  
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES, UNLESS SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.  
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.  
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
6. THIS SURVEY DOES NOT REPRESENT A SOLENNITY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	BY/APP

SITE INFORMATION:  
Name: FAIRFAX PISTOL RANGEM - T20  
BLN: 881052  
Address: 3721 STONE CROFT BLVD.  
CHANTILLY, VA 20151  
County: FAIRFAX COUNTY

SITE LOCATED BY:  
Section N/A, Township N/A, Range N/A

**AS-BUILT SURVEY**

SHEET TITLE: COVER SHEET

SHT NAME: 1 SHT NO: 1 OF 5

**PARCEL INFORMATION:**  
BOARD OF SUPERVISORS  
COUNTY OF FAIRFAX  
STONECROFT BLVD,  
FAIRFAX, VA 22031  
1-01-0005  
BOOK:08144, PAGE:1099

LANDS N/F  
UNITED STATES OF AMERICA  
PIN: 0243 01 0001

AREA	SQUARE FEET	ACRES
PARENT PARCEL	5,791,254	132.94
TOWER LEASE	650	0.01
TOWER COMPOUND	808	0.01
ACCESS/UTILITY EASEMENT	6,267	0.14

**STONECROFT BOULEVARD**  
VARIABLE WIDTH PUBLIC RIGHT OF WAY

**CONCOBDE PARKWAY**  
VARIABLE WIDTH PUBLIC RIGHT OF WAY

TOWER TIE 214.2'  
LEASE TIE 202.1'

TOWER TIE 1279.4'  
LEASE TIE 1285.9'

BUILDING

TOWER LEASE  
(SEE SHEET 4)

ACCESS/UTILITY EASEMENT  
(SEE SHEET 3)

EXISTING IRON PIPE  
POC TOWER LEASE &  
ACCESS/UTILITY EASEMENT  
E:11779445'-N:7016007'

LANDS N/F  
AG/ARG AVION LLC  
PIN: 0341 03 D3



LANDS N/F  
AG/ARG AVION LLC  
PIN: 0341 03 D2

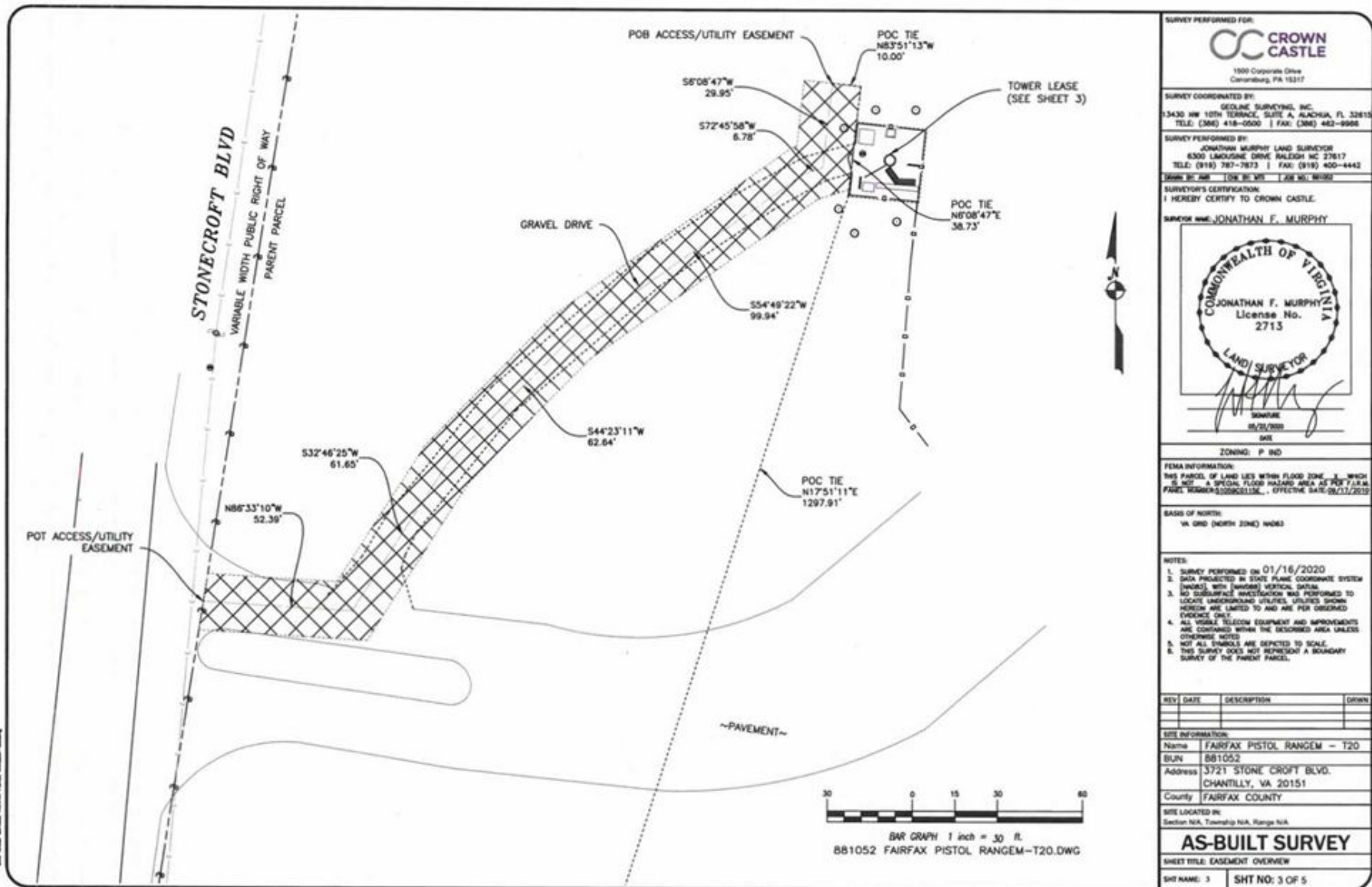
LANDS N/F  
AG/ARG AVION LLC  
PIN: 0341 03 D4

LANDS N/F  
AVION SUB LLC  
PIN: 0341 03 008

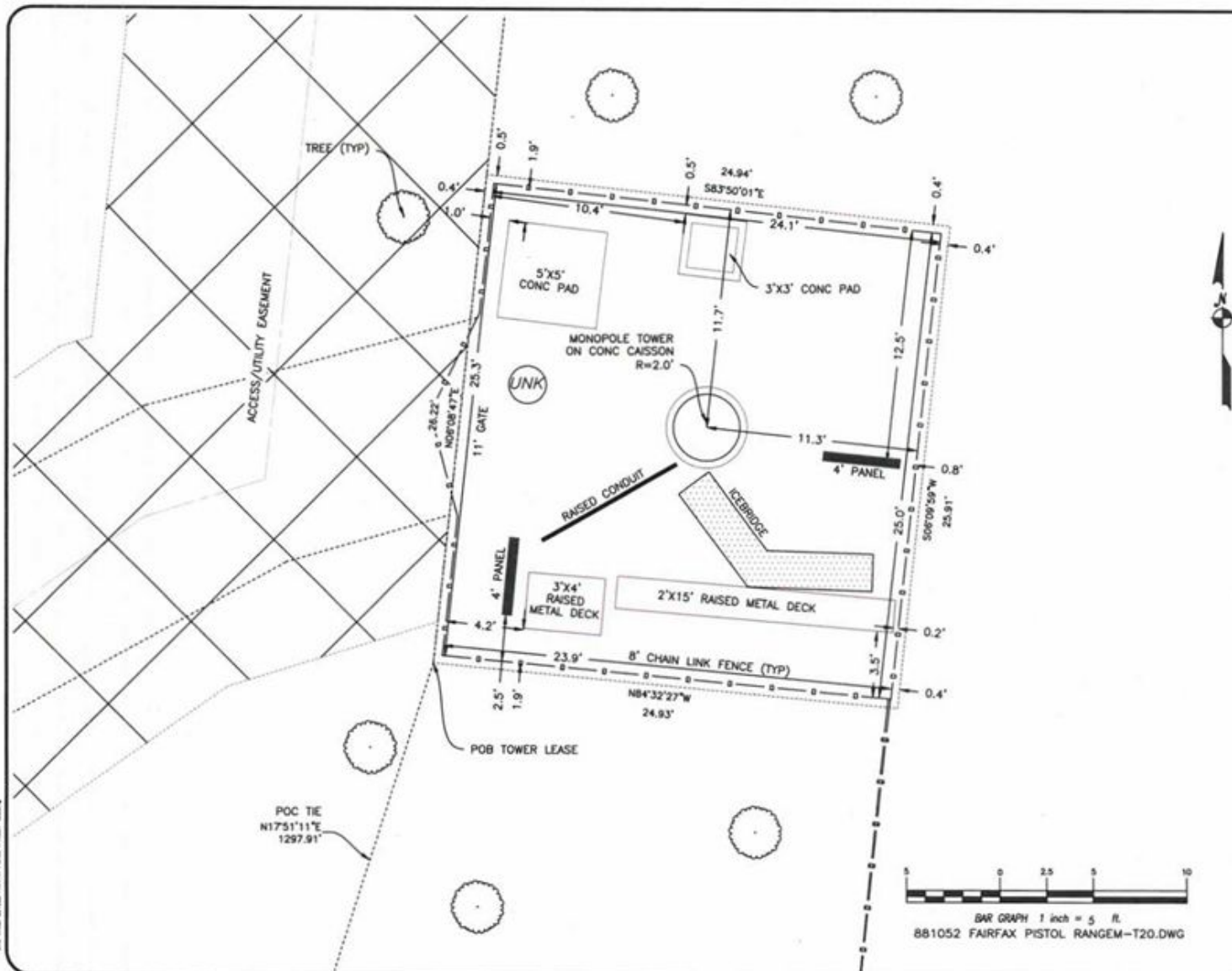
BAR GRAPH 1 inch = 300 ft.  
881052 FAIRFAX PISTOL RANGEM-T20.DWG


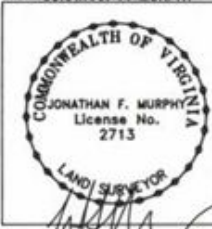
AREA	SQUARE FEET	ACRES
PARENT PARCEL	5,791,254	132.94
TOWER LEASE	650	0.01
TOWER COMPOUND	606	0.01
ACCESS/UTILITY EASEMENT	6,267	0.14

SURVEY PERFORMED FOR: <div style="text-align: center;">  <b>CROWN CASTLE</b>                  1906 Corporate Drive                  Camarillo, CA 93617             </div>			
SURVEY COORDINATED BY: SEDONE SURVEYING, INC. 13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32615 TELE: (386) 418-0000   FAX: (386) 462-9888			
SURVEY PERFORMED BY: JONATHAN MURPHY LAND SURVEYOR 6300 LINDSEY DRIVE FAIRFAX NC 27817 TELE: (919) 787-7873   FAX: (919) 400-4442			
JOHN P. JR.    LISA K. WIFE    JON M. WIFE			
SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO CROWN CASTLE.			
SURVEYOR NAME: JONATHAN F. MURPHY			
			
ZONING: P IN0			
FEMTA INFORMATION: THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE - A, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.18.14. PARCEL NUMBER: 010906010136, EFFECTIVE DATE: 08/17/2010			
BASIS OF NORTH: VA GRID (NORTH ZONE) NAD83			
NOTES: 1. SURVEY PERFORMED ON 01/16/2020 2. DATA INJECTED IN EXISTING PLUMB COORDINATE SYSTEM (NAD83) WITH (NAD83) VERTICAL DATUM. 3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO DETERMINE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY. 4. ALL VISIBLE TELEVISION EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED. 5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE. 6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL PARCEL.			
REV#	DATE	DESCRIPTION	OWN#
SITE INFORMATION: Name: FAIRFAX PISTOL RANGEM - T20 BUN: 881052 Address: 3721 STONE CROFT BLVD. CHANTILLY, VA 20151 County: FAIRFAX COUNTY			
SITE LOCATED IN: Section N&A, Township N&A, Range N&A			
<h1>AS-BUILT SURVEY</h1>			
SHEET TITLE: PROPERTY OWNERVIEW			
SHT NAME: 2		SHT NO: 2 OF 5	







SURVEY PERFORMED FOR:  <b>CROWN CASTLE</b> 1800 Corporate Drive Canonsburg, PA 15317			
SURVEY COORDINATED BY: GEDLINE SURVEYING, INC. 13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32815 TEL: (386) 418-0500   FAX: (386) 462-8908			
SURVEY PERFORMED BY: JONATHAN MURPHY, LAND SURVEYOR 6300 LAMOUSINE DRIVE, RALEIGH, NC 27617 TEL: (919) 787-7873   FAX: (919) 400-4442 JOHN B. MURPHY   DON B. MURPHY   JIM M. MURPHY			
SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO CROWN CASTLE.			
SURVEYOR NAME: JONATHAN F. MURPHY			
			
ZONING: P-IND			
FEMA INFORMATION: THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER 1309962115E, EFFECTIVE DATE 08/17/2010			
BASIS OF NORTH: VA GRID (NORTH ZONE) MAGN			
NOTES: 1. SURVEY PERFORMED ON 01/16/2020 2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83) WITH (NAD83) VERTICAL DATUM 3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY. 4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED. 5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE. 6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL PARCEL.			
REV.	DATE	DESCRIPTION	BY/APP
SITE INFORMATION: Name: FAIRFAX PISTOL RANGEM - T20 BLN: 881052 Address: 3721 STONE CROFT BLVD. CHANTILLY, VA 20151 County: FAIRFAX COUNTY			
SITE LOCATED IN: Section N/A, Township N/A, Range N/A			
<b>AS-BUILT SURVEY</b>			
SHEET TITLE: SITE DETAIL			
SHT NAME: 4		SHT NO: 4 OF 5	

LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 08144 PAGE 1099, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE SOUTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF STONECRAFT BOULEVARD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11779445' -AND- N:7016007';

THENCE, N 17° 51' 11" E FOR A DISTANCE OF 1297.91 FEET TO THE POINT OF BEGINNING;

THENCE, N 06° 08' 47" E FOR A DISTANCE OF 26.22 FEET TO A POINT;

THENCE, S 83° 50' 01" E FOR A DISTANCE OF 24.94 FEET TO A POINT;

THENCE, S 06° 09' 59" W FOR A DISTANCE OF 25.91 FEET TO A POINT;

THENCE, N 84° 32' 27" W FOR A DISTANCE OF 24.93 FEET TO THE POINT OF BEGINNING CONTAINING 850 SQFT -OR- 0.01 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 08144 PAGE 1099, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE SOUTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF STONECRAFT BOULEVARD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11779445' -AND- N:7016007';

THENCE, N 17° 51' 11" E FOR A DISTANCE OF 1297.91 FEET TO A POINT;

THENCE, N 06° 08' 47" E FOR A DISTANCE OF 36.73 FEET TO A POINT;

THENCE, N 83° 51' 13" W FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, S 06° 08' 47" W FOR A DISTANCE OF 29.95 FEET TO A POINT;

THENCE, S 72° 45' 56" W FOR A DISTANCE OF 6.78 FEET TO A POINT;

THENCE, S 54° 49' 22" W FOR A DISTANCE OF 99.94 FEET TO A POINT;

THENCE, S 44° 23' 11" W FOR A DISTANCE OF 62.64 FEET TO A POINT;

THENCE, S 32° 46' 25" W FOR A DISTANCE OF 61.65 FEET TO A POINT;

THENCE, N 86° 33' 10" W FOR A DISTANCE OF 52.39 FEET TO A POINT ON THE PREVIOUSLY MENTIONED RIGHT OF WAY, SAID POINT BEING THE POINT OF TERMINUS CONTAINING 6,267 SQFT -OR- 0.14 ACRES.

SURVEY PERFORMED FOR:



1800 Corporate Drive  
Cranbury, PA 18817

SURVEY COORDINATED BY:

DEOLINE SURVEYING, INC.  
13430 HW 10TH TERRACE, SUITE A, ALACHUA, FL 32815  
TEL: (386) 418-0500 | FAX: (386) 482-9888

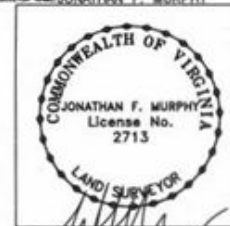
SURVEY PERFORMED BY:

JONATHAN MURPHY LAND SURVEYOR  
6300 LIMOUSINE DRIVE RALEIGH NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4442

JOHN BY: MFC | CHIEF BY: MFC | JAW BY: MFC

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN F. MURPHY



SIGNATURE

06/21/2020

DATE

ZONING: P IND

FEMA INFORMATION:

THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PARCEL NUMBER: 5206001136 - EFFECTIVE DATE: 06/12/2010

BASIS OF NORTH:

VA GRID (NORTH ZONE) NAD83

NOTES:

1. SURVEY PERFORMED ON 01/16/2020
2. DATA PROJECTED BY STATE PLANE COORDINATE SYSTEM (NAD83) WITH (NAD83) VERTICAL DATUM
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV.	DATE	DESCRIPTION	DRAWN

SITE INFORMATION:

Name: FAIRFAX PISTOL RANGEM - T20  
BLN: 881052  
Address: 3721 STONE CROFT BLVD.  
CHANTILLY, VA 20151  
County: FAIRFAX COUNTY

SITE LOCATED IN:  
Section N&A, Township N&A, Range N&A

**AS-BUILT SURVEY**

SHEET TITLE: LEGAL DESCRIPTIONS

SHT NAME: 5      SHT NO: 5 OF 5

## **Exhibit B**

### TOWER LEASE

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 08144 PAGE 1099, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE SOUTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF STONECRAFT BOULEVARD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11779445' - AND- N:7016007';

THENCE, N 17° 51' 11" E FOR A DISTANCE OF 1297.91 FEET TO THE POINT OF BEGINNING;

THENCE, N 06° 08' 47" E FOR A DISTANCE OF 26.22 FEET TO A POINT;

THENCE, S 83° 50' 01" E FOR A DISTANCE OF 24.94 FEET TO A POINT;

THENCE, S 06° 09' 59" W FOR A DISTANCE OF 25.91 FEET TO A POINT;

THENCE, N 84° 32' 27" W FOR A DISTANCE OF 24.93 FEET TO THE POINT OF BEGINNING CONTAINING 650 SQFT -OR- 0.01 ACRES.

### ACCESS/UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF CHANTILLY, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 08144 PAGE 1099, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIN FOUND ON THE SOUTHWESTERN MOST PROPERTY CORNER OF SAID PROPERTY, ALSO LYING ON THE EASTERN RIGHT OF WAY OF STONECRAFT BOULEVARD, A DEDICATED PUBLIC RIGHT OF WAY, AND HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11779445' - AND- N:7016007';

THENCE, N 17° 51' 11" E FOR A DISTANCE OF 1297.91 FEET TO A POINT;

THENCE, N 06° 08' 47" E FOR A DISTANCE OF 38.73 FEET TO A POINT;

THENCE, N 83° 51' 13" W FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, S 06° 08' 47" W FOR A DISTANCE OF 29.95 FEET TO A POINT;

THENCE, S 72° 45' 58" W FOR A DISTANCE OF 6.78 FEET TO A POINT;

THENCE, S 54° 49' 22" W FOR A DISTANCE OF 99.94 FEET TO A POINT;

Fairfax Pistol RangeM - T20  
BU 881052  
PPAB 5254989v1.doc

THENCE, S 44° 23' 11" W FOR A DISTANCE OF 62.64 FEET TO A POINT;

THENCE, S 32° 46' 25" W FOR A DISTANCE OF 61.65 FEET TO A POINT;

THENCE, N 86° 33' 10" W FOR A DISTANCE OF 52.39 FEET TO A POINT ON THE PREVIOUSLY MENTIONED RIGHT OF WAY, SAID POINT BEING THE POINT OF TERMINUS CONTAINING 6,267 SQFT -OR- 0.14 ACRES.

Board Agenda Item  
June 9, 2020

3:30 p.m.

Public Hearing to Lease County-Owned Property at 7936 Telegraph Road to STC THREE, LLC (Lee District)

ISSUE:

Public hearing to lease to STC THREE, LLC, the County-owned property at Kingstowne Fire Station, located at 7936 Telegraph Road, for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 7936 Telegraph Road to STC THREE, LLC.

TIMING:

On April 14, 2020, the Board authorized the advertisement of a public hearing to be held on June 9, 2020, to lease County-owned property at 7936 Telegraph Road to STC THREE, LLC.

BACKGROUND:

The Board of Supervisors is the owner of the Kingstowne Fire Station facility located at 7936 Telegraph Road on a County-owned parcel identified as Tax Map Number 100-1 ((1)) 16. The site is currently improved with a 150-foot telecommunications tower positioned at the rear of the property. The County has an existing lease with Crown Castle for a 864 square feet compound at the base of the monopole. This lease is scheduled to terminate on February 28, 2021.

Crown Castle, the property manager for Lessee, has approached the County about Lessee's desire to continue to use this site for the provision of telecommunications services and has negotiated a new lease with the County. The initial term will be five (5) years, with five 5-year options to extend the lease, for a total possible term of thirty (30) years. Lessee will pay approximately \$50,000 as the annual rental fee for its equipment during the first year of the extension, with scheduled rent increases of three percent (3%) per year thereafter. Lessee will also provide thirty percent (30%) of the rental payments from any future sublessees to the County as additional rent owed under the lease.

Board Agenda Item  
June 9, 2020

FISCAL IMPACT:

The lease will generate approximately \$50,000 in revenue during the first year of the extension. An administrative fee of \$2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited into the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 1001 01 0016

Attachment 2 – Draft Lease Agreement

STAFF:

Joseph M. Mondoro, Chief Financial Officer

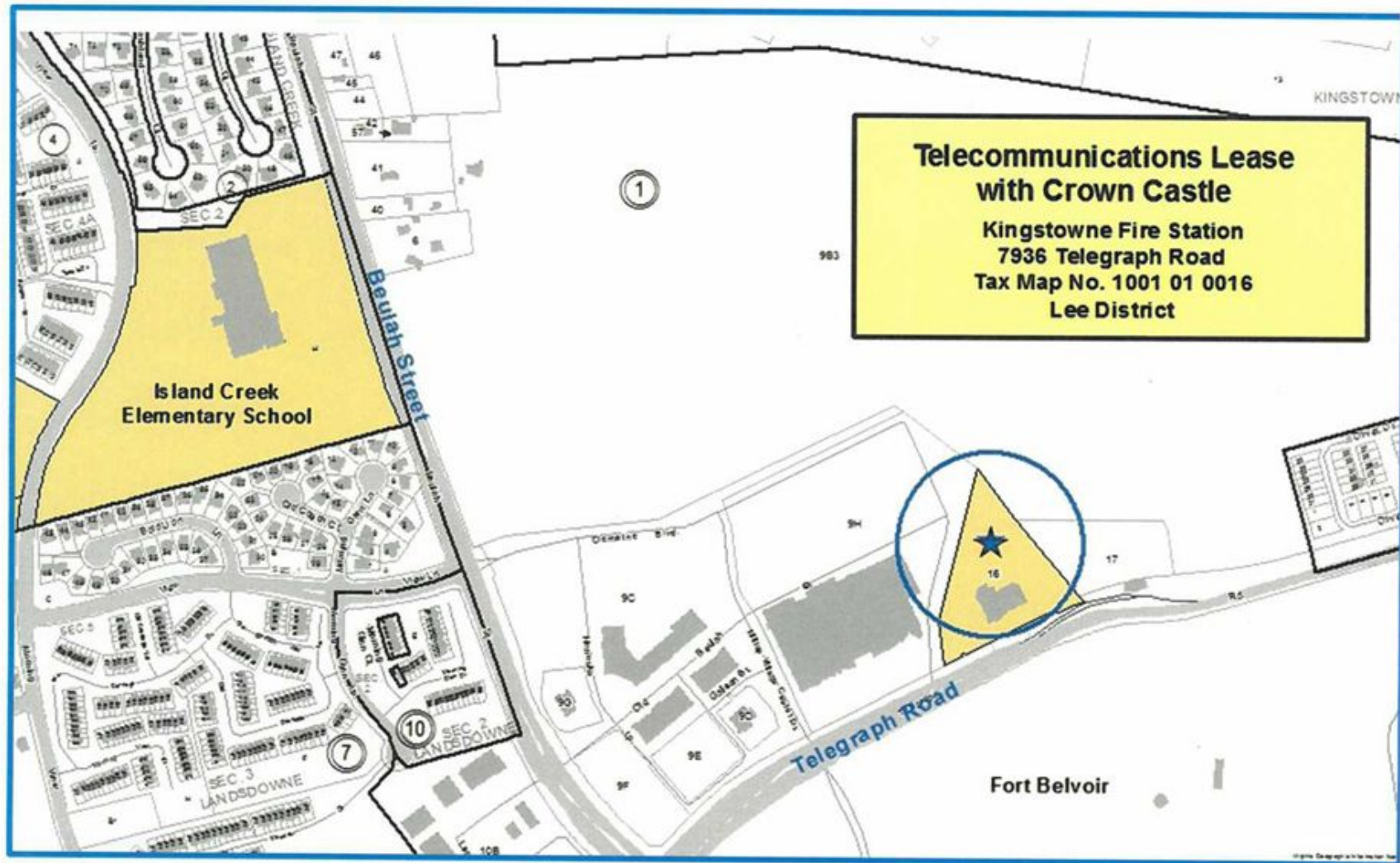
José A. Comayagua, Jr., Director, Facilities Management Department

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney





ATTACHMENT 1

2020 REAL PROPERTY DEED OF LEASE AGREEMENT  
FOR THE KINGSTOWNE FIRE STATION (COMPANY 37)  
(BU 876719)

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**Exhibit A**     Site Plan  
**Exhibit B**     Legal Descriptions



**THIS 2020 REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease")**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY ("Lessor")**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035, and **STC THREE LLC**, a Delaware limited liability company ("**Lessee**"), successor-in-interest to American PCS, L.P., a Delaware limited partnership, trading as American Personal Communications ("**Original Lessee**"), by and through its Attorney-in-Fact, **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and the parties mutually agree as follows:

WHEREAS, Lessor and Original Lessee entered into a Real Property Deed of Lease Agreement dated March 16, 1996 (as amended and assigned, the "**1996 Lease**"), whereby Lessor leased to Original Lessee the Premises (as defined below) located at 7936 Telegraph Road (Tax Parcel # 1001 01 0016), Franconia, Fairfax County, Virginia, together with those certain access, utility and/or maintenance rights of way granted in the Original Lease. The 1996 Lease was amended by that First Amendment to Real Property Deed of Lease Agreement dated October 13, 1997, and by that Extension of Lease Agreement dated March 9, 2011 (collectively, the "**Amendments**"). The 1996 Lease and the Amendments are collectively defined herein as the "**Original Lease**"; and

WHEREAS, the parties now wish to enter into this Lease to replace and supersede the Original Lease for the purposes set forth, and in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Termination of Original Lease.**

Lessor is the current lessor and Lessee is the current lessee under the Original Lease. Lessor and Lessee agree that the Original Lease will automatically terminate as of the Commencement Date of this Lease. Notwithstanding the foregoing, any and all obligations of the parties accruing under the Original Lease prior to its termination and the obligations of the parties that expressly survive the Original Lease shall survive such termination, including any amounts that were due and payable by Lessee thereunder prior to such termination.

**2. Leased Premises.**

Lessor is the owner of a parcel of land located at 7936 Telegraph Road, Franconia, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as Tax Parcel # 1001 01 0016, and described in that Deed recorded in Book 8859, Page 720 in the Clerk's Office of the Circuit Court for Fairfax County (hereinafter referred to as the "**Parcel**"). A portion of the Parcel that constitutes approximately 864 square feet of ground space is delineated as the "**TOWER LEASE**" on **Exhibit A** attached hereto and incorporated herein, and is described as the "**TOWER LEASE**" by metes and bounds in **Exhibit B** attached hereto and incorporated herein (hereinafter those portions of **Exhibit A** and **Exhibit B** delineated and described as the "**TOWER LEASE**" will be referred to as the "**Premises**"). Lessor is willing to

permit Lessee to use the Premises for the purposes set forth in this Lease and in accordance with the terms and conditions set forth in this Lease. Lessee will operate its Facilities, as defined below, on the Premises.

“**Facilities**,” as used herein, means Lessee’s wireless communications facility, which includes a monopole, equipment pad, power, and telephone utility pedestals, cabinets, related cables and utility lines, and a location-based system, including without limitation, coaxial cables, base units and other associated antennas, equipment, cables, accessories and improvements, as more specifically described on **Exhibit A** attached hereto.

### **3. Use of Premises.**

(a) Lessee’s Facilities are presently installed on the Premises and any modifications to the Facilities must comply with all of the conditions of this Lease, including those requirements set forth in Section 7.

(b) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises in the configuration shown on **Exhibit A**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the Premises to install, operate, maintain, repair, replace, protect and secure the Facilities as set forth herein or as subject to the written approval of Lessor.

(c) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 7, the right to install and operate underground electric lines from Lessee’s meter to the Facilities and communication lines from the termination point of the communication utilities supplying communication service to the Facilities as shown on **Exhibit A**. Lessee acknowledges it has previously filed the necessary application(s) for utility easements and paid all fees for such in a separate process through the Planning Division of the Department of Planning and Development, and all utilities currently required by Lessee are installed.

(d) All portions of the Facilities brought onto the Premises by Lessee, whether prior to commencement of this Lease or subsequent to commencement of this Lease, shall remain the Lessee’s personal property and, at Lessee’s option, may be removed by Lessee at any time during the term, as long as Lessee is not in default. Upon termination of this Lease, the Facilities and any foundation shall be removed entirely from the Premises by Lessee no later than one hundred twenty (120) days after the date of the termination of this Lease. Lessee shall restore the surface of the Premises to an open area to the reasonable satisfaction of Lessor, which is free of any equipment, foundations, concrete mounting pads, and grounding devices, and which has been graded and seeded. All Facilities shall be vacated at the Lessee’s expense. Within one hundred twenty (120) days after receipt of written notice from Lessor, Lessee, at Lessee’s expense, shall use commercially reasonable efforts to remove any utility easements to which Lessee is a party (as shown in the public record) and that are encumbering the Premises.

(e) Lessor grants Lessee a non-exclusive irrevocable license, which will be in effect until the expiration or earlier termination of this Lease, for ingress and egress to the Premises, together with the right to replace and maintain existing utility wires, poles, cables, conduits and pipes thereon and therein, in the location shown as the “ACCESS & UTILITY EASEMENT” on



**Exhibit A** attached hereto and described as the "ACCESS & UTILITY EASEMENT" by metes and bounds on **Exhibit B** attached hereto. If Lessee obtains Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed, Lessee may install additional wires, poles, cables, conduits and pipes thereon and therein in the event any such additional utilities are necessary during the term of this Lease, but not otherwise; and Lessor grants Lessee a non-exclusive irrevocable license to the extent of the Lessor's interest therein, which will be in effect until the expiration or earlier termination of this Lease, to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for operation, maintenance, unscheduled repairs and emergencies.

(f) Except for the Premises (as described in **Exhibit A**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(g) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 11); except as allowed by applicable law for the use of sealed batteries for emergency back-up, any fire suppression system, small quantities of cleaning products ordinarily used by commercial businesses and fuel in Lessee's backup generator(s), if any. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Parcel in violation of any law or regulation. This paragraph shall survive the termination of this Lease.

(h) Any modifications of the Facilities or the addition of new Facilities must comply with Section 7 of this Lease and shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Lease, by Lessor or any other party and no such modification or addition shall interfere with the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.

#### **4. Term.**

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease hereby granted ("**Term**") shall be for a term commencing upon March 1, 2021 ("**Commencement Date**") and expiring at 11:59 P.M. on February 28, 2026. Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Lease if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; or (iii) interference by or to Lessee's operation cannot be resolved. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within thirty (30) days after the occurrence of any of the foregoing described events which is the basis of termination. In addition to the foregoing termination rights, Lessee shall have the right to terminate this Lease at any time with twelve (12) months prior written notice if Lessee is unable to use the Premises or its equipment located thereon due to changes in technology or to changes in Lessee's or any of its customers' networks.

(b) If all or any part of the Premises or if all or any part of the Parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purposes hereunder, then, at Lessee's option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor, provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Premises under the terms and conditions hereunder, provided Lessor's obligations under this Lease are not altered.

(c) Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph 4(c) for five (5) additional periods of five (5) years (each a "**Renewal Term**") upon the same terms and conditions contained herein; provided, however, that the Annual Rent provided for in Section 5 shall be adjusted at the commencement of each Renewal Term as provided in Section 5. This Lease hereby granted shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to the other party of its intention not to permit this Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Lease to the Term hereof shall include, where appropriate, all Renewal Terms so effected. Lessor shall have the right to terminate this Lease if Lessor's governing body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to Lessee. If all Renewal Terms are exercised and if not sooner terminated, this Lease shall expire on February 28, 2051.



**5. Rent and Security Deposit.**

(a) The annual rent amount owed by Lessee for the year beginning March 1, 2021, and ending February 28, 2022, is equal to the amount of Forty-Nine Thousand Four Hundred Ninety-Eight and 96/100 Dollars (\$49,498.96) (the "**Annual Rent**").

(b) Commencing on the Commencement Date and on the anniversary of the Commencement Date each year thereafter, the Annual Rent shall be paid in one annual payment.

(c) Commencing on March 1, 2022, and every year thereafter (each an "**Adjustment Date**"), the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the year immediately preceding the Adjustment Date.

(d) The first Annual Rent payment shall be due and payable on the first day of the second month following the Commencement Date. Thereafter, the Annual Rent payments shall be paid on or before the anniversary of the Commencement Date without notice, demand, deduction or setoff. If Lessee fails to pay the Annual Rent by the fifth (5<sup>th</sup>) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(e) Lessee agrees to pay a security deposit to the Lessor in the amount of Two Thousand and No/100 Dollars (\$2,000.00) by the Commencement Date of this Lease ("**Security Deposit**"). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of this Lease, provided the Lessee has performed all obligations under this Lease through the date of termination. In the event that Lessee does not remove all of the Facilities from the Premises as set forth in Paragraph 3(d) of this Lease, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Facilities. In the event that Lessor has in its possession any security deposit from the Original Lease, such amount shall be credited to the Security Deposit required hereunder and Lessee shall be required to pay the difference.

**6. Administrative Fee.**

Lessee shall pay Lessor's reasonable administrative fees for preparing, reviewing and negotiating this Lease in the sum of Two Thousand and 00/100ths Dollars (\$2,000.00), which shall be due and payable on or before thirty (30) days following execution of this Lease by both parties.

**7. Modification of the Premises.**

(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions provided for in **Exhibit A** and no additional approval of same is necessary because the Facilities are constructed and operational as of the Commencement Date of this Lease.

APC Tower/ Kingstowne FD  
BU 876719  
PPAB 5254993v1

(b) Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(c) From the Commencement Date of this Lease and before commencement of any modifications of the Facilities, Lessee shall submit to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, delayed or denied, the following:

- (i) a set of modification construction plans certified by a professional engineer satisfactory to Lessor which states that the modifications will be in compliance with all applicable laws, rules and regulations.
- (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed modifications to the existing telecommunications tower will sustain the loads required by the equipment to be installed upon it.
- (iii) copies of all applicable approved permits and Governmental Approvals.
- (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review. The permits and approvals required in subsection 7(c)(iii) and (iv), together with all other applicable permits, licenses and other approvals that may be required by any federal, state or local authorities for the purpose of operating the Facilities, are defined as "Governmental Approvals."

All of the preceding documents required to receive Lessor's approval shall be referred to as the **"Modification Documents."**

(d) After Lessee's submission of the Modification Documents, Lessor shall notify Lessee within thirty (30) days whether it deems the Modification Documents to be satisfactory. If the Modification Documents are deemed satisfactory, Lessor shall provide a signed letter consenting to the equipment modifications at the time of its notification. Should the Lessor determine the Modification Documents are unsatisfactory, Lessor shall provide a written explanation of the defects with its notification. Lessee shall then revise the Modification Documents to remedy the defects noted by Lessor and re-submit the Modification Documents for Lessor's review pursuant to this paragraph.

(e) The Modification Documents will not be considered approved until Lessor provides a signed letter consenting to the equipment modifications. Lessee agrees that no modification to the Facilities will be performed until Lessor provides such letter.

(f) All modifications will comply with the terms set forth in this Lease and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.



(g) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the modifications. If damage to the Parcel, equipment, or both, occurs then Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(h) If the modification of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

(i) Notwithstanding the prior terms of this Paragraph 7, Lessee shall be permitted to make operational, maintenance, and emergency repairs without Lessor's consent so long as said maintenance and repairs do not change the size or number of antennas, or overall appearance of the structure.

(j) Notwithstanding sub-paragraphs (a) through (i) above, if a 6409(a) or 2232 application is required pursuant to the applicable laws, codes, ordinance or regulations, then Lessee must obtain approval of such application as provided above.

#### **8. Interference.**

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel or the use of the Parcel by any parties to whom Lessor has granted rights prior to the date of the Original Lease.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within four (4) hours after receipt of notification, whether oral or written, from the Lessor and if the interference is not corrected within forty-eight (48) hours after receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced.

(c) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing, or previously approved on the Parcel as of the Effective Date of this Lease. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor, and if the interference is not corrected within ten (10) days of receipt of written notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said ten (10) days), Lessee shall power down the Facilities that are suspected of

causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) After the Effective Date, Lessor will not grant a lease or any other interest in the Parcel to permit any use of the Parcel which would cause interference with Lessee's Facilities at the Premises.

#### **9. Condition of the Premises.**

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

#### **10. Maintenance and Repairs of Facilities.**

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the Term of this Lease. Lessee shall diligently respond as soon as practicable to any reasonable request by Lessor for any such maintenance or repair.

#### **11. Indemnification.**

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's subtenants, agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Lease; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify or hold Lessor harmless for claims arising out of the sole negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.



## **12. Insurance.**

(a) Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Lessor as an additional insured, and shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to Lessor, and shall otherwise be reasonably satisfactory to Lessor. The required limits may be met by a combination of primary and excess or umbrella insurance. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company authorized to do business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the Term of this Lease, (ii) each anniversary of the policy renewal date, (iii) a change in coverage, and (iv) at any other time during the Term of this Lease upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of its Facilities. In the event of damage to or destruction of the Facilities, neither Lessee nor Lessor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Lease upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 16 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of the Facilities and for restoration of the Premises in accordance with Paragraph 3(d) and this provision shall not limit such obligation.

(c) Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

## **13. Liens.**

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Parcel and arising from work, labor, services, or materials supplied by or on behalf of Lessee, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.

## **14. Compliance with Laws.**

Lessee shall, at its expense, throughout the Term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby. Lessor agrees to cooperate with Lessee at Lessee's expense as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's equipment and provided that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

#### **15. Representations and Warranties.**

(a) Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (iii) the person executing this Lease on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease.

(b) Lessor represents to Lessee (i) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (ii) the person executing this Lease on its behalf has been duly authorized to do so, and (iii) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease. The Premises is owned by Lessor free and clear of any mortgage, deed of trust, lien, or right of any individual or entity arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Lessee arising under this Lease and the rights of utility providers under recorded easements.

#### **16. Termination.**

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 3(d) of this Lease, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the Premises more than one hundred twenty (120) days after the expiration or termination of this Lease, Lessee shall pay to Lessor for such holding over a hold over fee per month equal to 10.5% of the Annual Rent that was in effect immediately prior to such expiration or termination. The fee for such holding over shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Lease, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the holdover fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 3(g), 11, 13, 16, 19 and 23 of this Lease shall survive termination of this Lease.



## 17. Default.

(a) If Lessee shall fail to pay when due the Annual Rent provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of Annual Rent or the payment of any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Lease, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Lease at its sole discretion and pursue its remedies hereunder, at law or in equity. Termination shall be effective upon providing written notice to Lessee.

(b) Lessor and Lessee agree that Lessee's failure to comply with the Facility modification process as outlined in Paragraph 7 will be considered an Event of Default and Lessor may terminate this Lease at its sole discretion and pursue its remedies at law or in equity.

(c) The failure of either party to this Lease to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision.

## 18. Authorized Representative

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee ("**Authorized Representatives**") who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

### LESSOR:

Name:	Mike Lambert
Title:	Assistant Director, Real Estate Services
Email Address:	<a href="mailto:Michael.Lambert@fairfaxcounty.gov">Michael.Lambert@fairfaxcounty.gov</a>
Direct Phone Line:	703-324-2836

### LESSEE:

Name:	
Email Address:	<a href="mailto:LOHD@crowncastle.com">LOHD@crowncastle.com</a>
Direct Phone Line:	Landowners Helpline Desk - 866-482-8890

**19. Notices.**

Unless specifically noted otherwise, all notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Board of Supervisors of Fairfax County, Virginia  
Attn: Director  
12000 Government Center Parkway, Suite 424  
Fairfax, VA. 22035

And:

County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Lessee:

STC Three LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department,  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

**20. Assignment and Subletting.**

(a) Lessee may, upon notice to Lessor, assign this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall submit any requests for any requested consents of Lessor at least sixty (60) days before any assignment of this Lease. In the event of any assignment or sub-lease, Lessee agrees that it shall remain liable for all obligations hereunder.



(b) Lessee may sublease any portion or all of the Premises, upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

(c) In addition to the Annual Rent currently paid by Lessee to Lessor pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Subtenant"), Lessee agrees to pay to Lessor thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under this Lease. Lessee shall have sole discretion, subject to obtaining Lessor's prior written consent as required above, as to whether to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so; however, each Subtenant shall be subject to all obligations of this Lease irrespective of any contrary term that may be in such sublease, license or other similar agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

(d) Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

## **21. Quiet Enjoyment.**

Lessee shall be entitled to use and occupy the Premises during the Term hereof for the purposed herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

## **22. Miscellaneous.**

(a) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

(b) All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns.

(c) Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such memorandum, for no additional consideration, promptly upon Lessee's request. Within thirty (30) days from the expiration or earlier termination of this Lease, Lessee shall record a unilateral termination of any such memorandum with the appropriate recording officer. If Lessee fails to record the

APC Tower/ Kingstowne FD

BU 876719

PPAB 5254993v1

termination prior to the end of such thirty (30) day period and such failure is not remedied within fifteen (15) days following Lessee's receipt of written notice from Lessor requesting the same ("Notice Period"), Lessee shall pay to Lessor a monthly payment equal to one twelfth (1/12th) of the Annual Rent that was in effect immediately prior to such expiration or termination for each month thereafter during which a termination of the memorandum is not recorded pursuant to this Section 22(c). Any such payment shall be prorated for any partial month on a per diem basis. Lessor may, but is not required to, record a unilateral termination of the memorandum with the appropriate recording officer at any time following the expiration of the Notice Period. This Section 22(c) shall survive termination of this Lease.

**23. Applicable Law.**

This Lease shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal on the day and year first written above.

LESSOR:

Board Of Supervisors of Fairfax County,  
Virginia

By: \_\_\_\_\_ (SEAL)  
Name: Joseph M. Mondoro  
Title: Chief Financial Officer

LESSEE:

STC THREE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company,  
Its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit A**

[ATTACHED HERETO]

APC Tower/ Kingstowne FD  
BU 876719  
PPAB 5254993v1

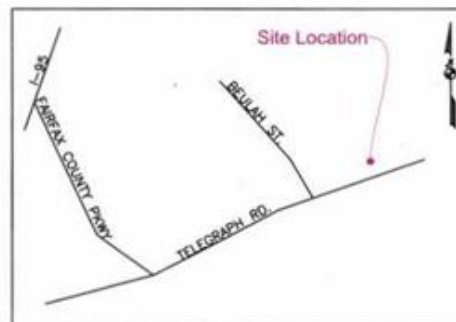
# AS-BUILT SURVEY

## 876719

APC TOWER/KINGSTOWNE FD  
7936 TELEGRAPH ROAD  
ALEXANDRIA, VA 22315  
FAIRFAX COUNTY

### LEGEND

Additional Land	IP / Robot Mono	Transformer
Building	IP / Robot Found	Transformer Pad
Asphalt Pavement	Cased Mono	Catch Basin
Contour - Major	Cased Mono - Found	Valve
Contour - Minor	Traverse Point	Culvert
Easement	Survey Point	Utility Vault
Gutterline	Gravel	Manhole
Intersection Line	Dirt	Handhole
Property Line	Concrete	Pull box
Property Tie	Retaining Wall	Potential
Right of Way	Stairs	Riser
Setback	Door / Gate	Meter
Trailline	Double Door / Gate	Valve
Workline	Gate - Sliding	Cleanout
Railroad Tracks	Signs	Junction Box
Centerline	Mailbox	Pump Station
Road Centerline	Column	Utility Box
Stream	Utility Pole	Controller
Stream (Directional)	Guyed Pole	HVAC
Slitch	Pole	Generator
Channel	Ballast	
Fence	Fire Hydrant	
Cable TV	Flag Pole	
Cable Underground	Shrub	
Combined Sewer	Tree - Palm	
Cable TV & Elec	Tree - Coniferous	
Cable, Elec. & TV	Tree - Deciduous	
Electric	Metal Platform	
Electric Underground	Fuel Tanks	
Fiber	Traffic Signal Controller	
Fiber Underground		
Gas		
Sewer		
Storm		
Telephone		
Telephone Underground		
Unknown Utility		
Water		
Taps - High Point		
Taps - Low Point		
Breakline		
Match line		
Property Tie		



VICINITY MAP NOT SHOWN TO SCALE

### SHEET INDEX

SHEET NAME	TITLE
V-01	COVER SHEET
V-02	PROPERTY OVERVIEW
V-03	EASEMENT OVERVIEW
V-04	SITE BOUNDARY
V-05	LEGAL DESCRIPTIONS

### AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	181,618	4.17
TOWER COMPOUND	1,804	0.04
TOWER LEASE	864	0.02
ACCESS & UTILITY EASEMENT	7,197	0.17

### COORDINATES

LABEL	LAT, LONG
EP/POC	N:8956127°-E:11865134°
EP	N:8956346°-E:11865595°

SURVEY PERFORMED FOR:



1500 Corporate Drive  
Glenborough, PA 15117

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32815  
TEL: (304) 418-0500 | FAX: (304) 462-8986

SURVEY PERFORMED BY:

JONATHAN MURPHY LAND SURVEYOR  
6300 LIMOUSINE DRIVE RALEIGH NC 27617  
TEL: (919) 767-7873 | FAX: (919) 400-4442

DATE BY: JMS DATE BY: JMS DATE BY: JMS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO CROWN CASTLE:

SURVEYOR NAME: JONATHAN MURPHY



AREA ZONING: R-1

FEMA INFORMATION:

THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.L.R.M. PARCEL NUMBER: 876719, EFFECTIVE DATE: 08/12/2010

BASES OF NORTH:

VA GRID (NORTH ZONE) NAD83

NOTES:

1. SURVEY PERFORMED ON 01/16/2020
2. DATA PROJECTED BY STATE PLANE COORDINATE SYSTEM (NAD83), WITH (NAD83) VERTICAL DATUM.
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREIN ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONFINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	BY

SITE INFORMATION:

Name: APC TOWER/KINGSTOWNE FD  
BUN: 876719  
Address: 7936 TELEGRAPH ROAD  
ALEXANDRIA, VA 22315  
County: FAIRFAX COUNTY

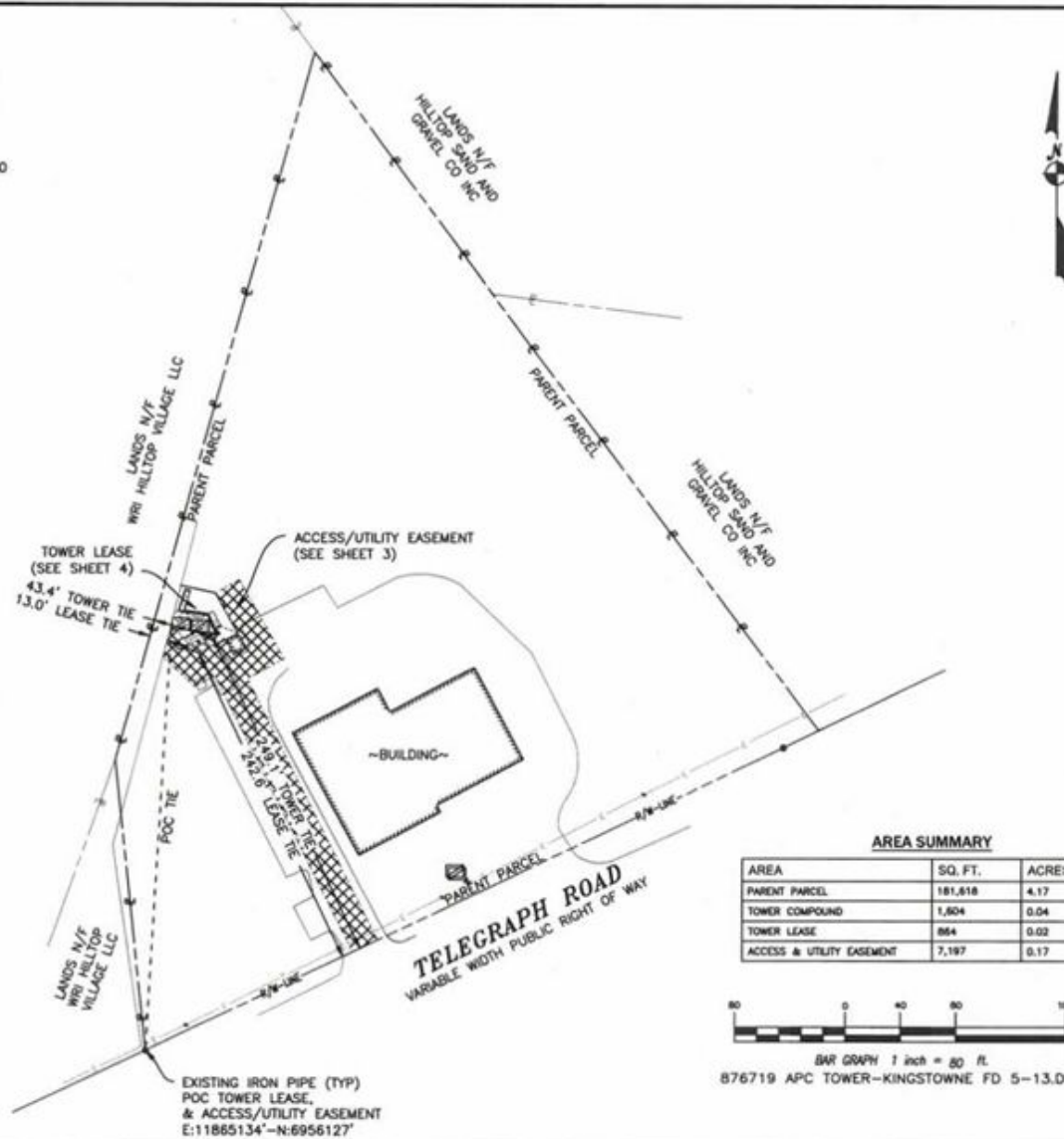
SITE LOCATED IN:  
Section N/A, Township N/A, Range N/A

### AS-BUILT SURVEY

SHEET TITLE: COVER SHEET

SHT NAME: 1 SHT NO: 1 OF 5

PARENT PARCEL INFORMATION:  
OWNER: BOARD OF  
SUPERVISORS FAIRFAX COUNTY  
7936 TELEGRAPH ROAD,  
ALEXANDRIA, VA 22315  
MAP #: 1001 01 0016  
DEED BOOK 08859, PAGE 0720



# AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	181,618	4.17
TOWER COMPOUND	1,804	0.04
TOWER LEASE	864	0.02
ACCESS & UTILITY EASEMENT	7,197	0.17



BAR GRAPH 1 inch = 80 ft.  
876719 APC TOWER-KINGSTOWNE FD 5-13.DWG

SURVEY PERFORMED FOR:  
**CROWN CASTLE**  
1900 Corporate Drive  
Cranbury, PA 15317

SURVEY COORDINATED BY:  
GEOLOGIC SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32315  
TEL: (386) 418-0500 | FAX: (386) 462-9999

SURVEY PERFORMED BY:  
JONATHAN MURPHY LAND SURVEYOR  
6300 LIMOUSINE DRIVE ALEXANDRIA, VA 22317  
TEL: (918) 787-7873 | FAX: (918) 400-4442

DATE OF SITE: 06/11/2020  
DATE OF AS-BUILT: 06/11/2020

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN MURPHY

COMMONWEALTH OF VIRGINIA  
JONATHAN F. MURPHY  
License No. 2713  
LAND SURVEYOR  
06/11/2020

AREA ZONING: R-1

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER 7.1.8.1.4.1.1. OFFSHORE DATE: 06/11/2020

BASIS OF NORTH:  
VA GRID (NORTH ZONE) NAD83

NOTES:  
1. SURVEY PERFORMED 06/11/2020.  
2. DATA PROJECTED BY STATE PLANE COORDINATE SYSTEM (NAD83), WITH (NAD83) VERTICAL DATUM.  
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES, UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.  
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.  
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

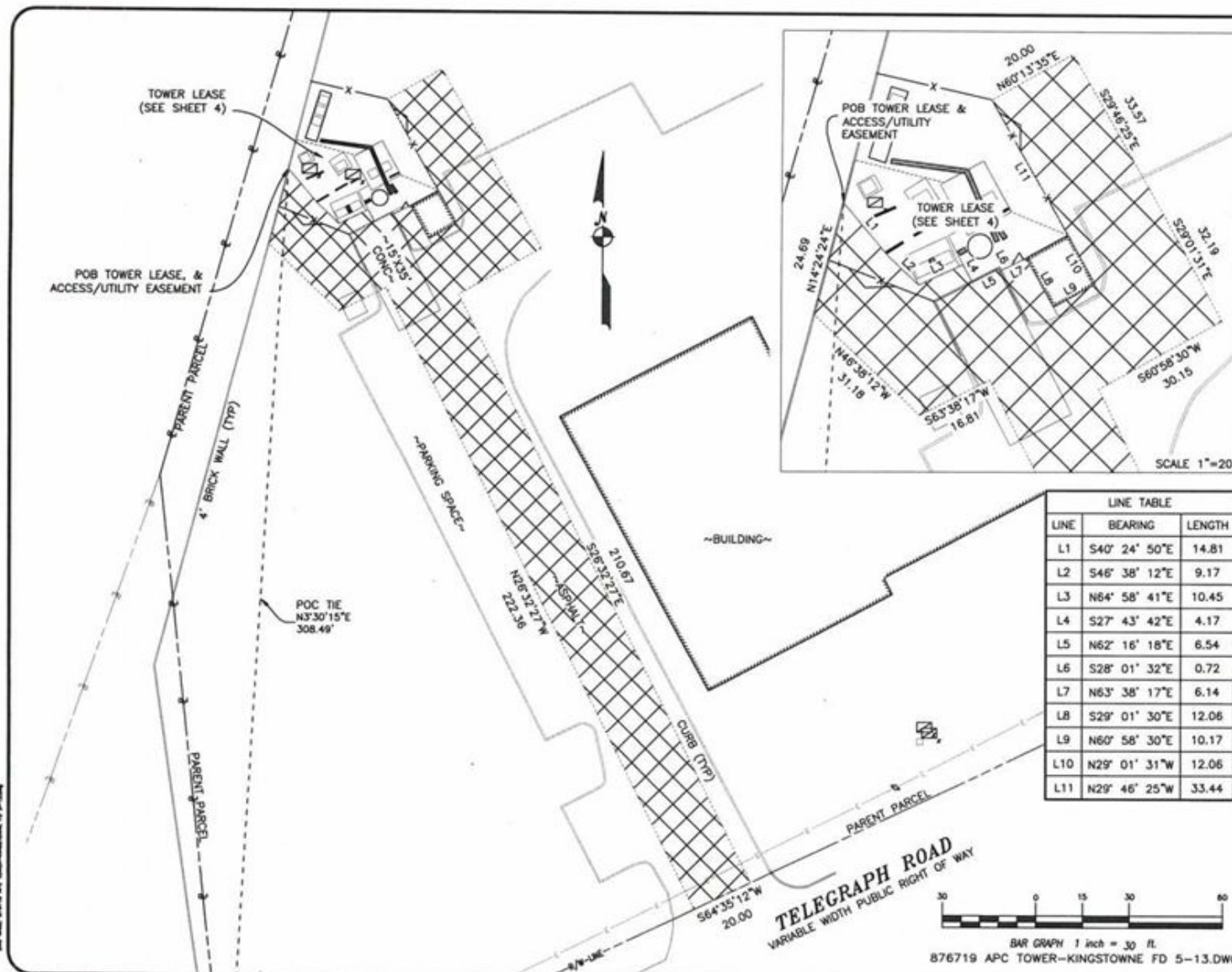
REV	DATE	DESCRIPTION	DRAWN

SITE INFORMATION:  
Name: APC TOWER/KINGSTOWNE FD  
SUN: 876719  
Address: 7936 TELEGRAPH ROAD  
ALEXANDRIA, VA 22315  
County: FAIRFAX COUNTY

SITE LOCATED IN:  
Section N/A, Township N/A, Range N/A

**AS-BUILT SURVEY**

SHEET TITLE: PROPERTY OVERVIEW  
SHT NAME: 2 SHT NO: 2 OF 5



LINE TABLE		
LINE	BEARING	LENGTH
L1	S40° 24' 50"E	14.81
L2	S46° 38' 12"E	9.17
L3	N64° 58' 41"E	10.45
L4	S27° 43' 42"E	4.17
L5	N62° 16' 18"E	6.54
L6	S28° 01' 32"E	0.72
L7	N63° 38' 17"E	6.14
L8	S29° 01' 30"E	12.06
L9	N60° 58' 30"E	10.17
L10	N29° 01' 31"W	12.06
L11	N29° 46' 25"W	33.44

SURVEY PERFORMED FOR:

**CROWN CASTLE**  
1500 Corporate Drive  
Canonsburg, PA 15317

SURVEY COORDINATED BY:  
DEGLINE SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32815  
TEL: (386) 418-0500 | FAX: (386) 482-9686

SURVEY PERFORMED BY:  
JONATHAN MURPHY LAND SURVEYOR  
6300 LIMOUSINE DRIVE RALEIGH NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4443

DATE: 02/01/2020

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE.

SURVEYOR NAME: JONATHAN MURPHY

COMMONWEALTH OF VIRGINIA  
JONATHAN F. MURPHY  
License No. 2713  
LAND SURVEYOR  
02/01/2020

AREA ZONING: R-1

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PARCEL NUMBER 500603086, EFFECTIVE DATE 08/12/2015

BASIS OF NORTH:  
VA GRID (NORTH ZONE) NAD83

NOTES:  
1. SURVEY PERFORMED ON 01/16/2020.  
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83) WITH (HORIZONTAL) VERTICAL DATUM.  
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.  
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.  
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRAWN

SITE INFORMATION:  
Name: APC TOWER/KINGSTOWNE FD  
BUN: 876719  
Address: 7936 TELEGRAPH ROAD  
ALEXANDRIA, VA 22315  
County: FAIRFAX COUNTY  
SITE LOCATED IN:  
Section N/A, Township N/A, Range N/A

**AS-BUILT SURVEY**

SHEET TITLE: EASEMENT OVERVIEW  
SHT NAME: 3 SHT NO: 3 OF 5



<p><b>SURVEY PERFORMED FOR:</b></p> <div style="display: flex; align-items: center; justify-content: center;"> <div> <p><b>CROWN CASTLE</b></p> <p>1900 Corporate Drive Clematerra, PA 15217</p> </div> </div>		
<p><b>SURVEY COORDINATED BY:</b></p> <p>GEOLINE SURVEYING, INC.</p> <p>13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32810</p> <p>TELE: (386) 418-0500   FAX: (386) 462-9986</p>		
<p><b>SURVEY PERFORMED BY:</b></p> <p>JONATHAN MURPHY LAND SURVEYOR</p> <p>6300 LAKESHORE DRIVE, RALEIGH NC 27617</p> <p>TELE: (919) 787-7873   FAX: (919) 400-4442</p>		
<p><b>JOHN R. WIS    LORIE W. WIS    JAMIE W. WIS</b></p>		
<p><b>SURVEYOR'S CERTIFICATION:</b></p> <p>I HEREBY CERTIFY TO CROWN CASTLE.</p>		
<p><b>SURVEYOR NAME: JONATHAN MURPHY</b></p> <div style="text-align: center;"> <p>08/11/2020</p> </div>		
<p><b>AREA ZONING: R-1</b></p>		
<p><b>FEMA INFORMATION:</b></p> <p>THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE _____, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER 15090C0006A, EFFECTIVE DATE 08/17/2010</p>		
<p><b>BASIS OF NORTH:</b></p> <p>VA GRID (NORTH ZONE) MAGN</p>		
<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. SURVEY PERFORMED 08/11/2020.</li> <li>2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (NAD83) WITH (NAD83) VERTICAL DATUM.</li> <li>3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREIN ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.</li> <li>4. ALL VISIBLE SURVEY EQUIPMENT AND IMPROVEMENTS ARE CONFORMED WITH THE DESCRIBED AREA AS FAR AS POSSIBLE OTHERWISE NOTED.</li> <li>5. NOT ALL TOWERS ARE DEPICTED TO SCALE.</li> <li>6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL PARCEL.</li> </ol>		
DEV. DATE	DESCRIPTION	OWNER
<p><b>SITE INFORMATION:</b></p> <p>Name: APC TOWER/KINGSTOWNE, FD</p> <p>BUN: 876719</p> <p>Address: 7936 TELEGRAPH ROAD</p> <p>ALEXANDRIA, VA 22315</p> <p>County: FAIRFAX COUNTY</p>		
<p><b>SITE LOCATED IN:</b></p> <p>Section N1/4, Township N1L, Range N1L</p>		
<p><b>AS-BUILT SURVEY</b></p>		
<p><b>SHEET TITLE: SITE DETAIL</b></p>		
SHT NAME: 4	SHT NO: 4 OF 5	



## **Exhibit B**

### **TOWER LEASE**

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF ALEXANDRIA, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 08859, PAGE 0720, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE, FOUND ON THE SOUTHERN MOST PROPERTY CORNER OF SAID PARCEL, ALSO LYING ON THE NORTHERN RIGHT OF WAY OF TELEGRAPH ROAD, AND HAVING VIRGINIA (NORTH ZONE) STATE PLANE COORDINATES E: 11865134' -AND- N: 6956127';

THENCE, DEPARTING SAID RIGHT OF WAY, N 03° 30' 15" E FOR A DISTANCE OF 308.49 FEET TO THE POINT OF BEGINNING;

THENCE, N 14° 08' 07" E FOR A DISTANCE OF 9.51 FEET TO A POINT;

THENCE, S 76° 03' 51" E FOR A DISTANCE OF 19.81 FEET TO A POINT;

THENCE, N 61° 15' 42" E FOR A DISTANCE OF 9.64 FEET TO A POINT;

THENCE, S 28° 44' 18" E FOR A DISTANCE OF 12.46 FEET TO A POINT;

THENCE, S 67° 58' 52" E FOR A DISTANCE OF 13.17 FEET TO A POINT;

THENCE, S 29° 01' 30" E FOR A DISTANCE OF 12.06 FEET TO A POINT;

THENCE, S 60° 58' 28" W FOR A DISTANCE OF 10.17 FEET TO A POINT;

THENCE, N 29° 01' 30" W FOR A DISTANCE OF 12.06 FEET TO A POINT;

THENCE, S 63° 38' 17" W FOR A DISTANCE OF 6.14 FEET TO A POINT;

THENCE, N 27° 43' 42" W FOR A DISTANCE OF 0.72 FEET TO A POINT;

THENCE, S 62° 16' 18" W FOR A DISTANCE OF 6.54 FEET TO A POINT;

THENCE, N 27° 43' 42" W FOR A DISTANCE OF 4.17 FEET TO A POINT;

THENCE, S 64° 58' 41" W FOR A DISTANCE OF 10.45 FEET TO A POINT;

THENCE, N 46° 38' 12" W FOR A DISTANCE OF 9.17 FEET TO A POINT;

THENCE, N 40° 24' 50" W FOR A DISTANCE OF 14.81 FEET TO THE POINT OF BEGINNING CONTAINING 864 SQFT -OR- 0.02 ACRES.

### **ACCESS & UTILITY EASEMENT**

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF ALEXANDRIA, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN DEED BOOK 08859, PAGE 0720, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE, FOUND ON THE SOUTHERN MOST PROPERTY CORNER OF SAID PARCEL, ALSO LYING ON THE NORTHERN RIGHT OF



WAY OF TELEGRAPH ROAD, AND HAVING VIRGINIA (NORTH ZONE) STATE PLANE COORDINATES E: 11865134' -AND- N: 6956127';

THENCE, DEPARTING SAID RIGHT OF WAY, N 03° 30' 15" E FOR A DISTANCE OF 308.49 FEET TO A POINT ON AN EXISTING 864 SQFT TOWER LEASE;

THENCE, ALONG SAID TOWER LEASE, S 40° 24' 50" E FOR A DISTANCE OF 14.81 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, S 46° 38' 12" E FOR A DISTANCE OF 9.17 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, N 64° 58' 41" E FOR A DISTANCE OF 10.45 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, S 27° 43' 42" E FOR A DISTANCE OF 4.17 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, N 62° 16' 18" E FOR A DISTANCE OF 6.54 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, S 28° 01' 32" E FOR A DISTANCE OF 0.72 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, N 63° 38' 17" E FOR A DISTANCE OF 6.14 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, S 29° 01' 30" E FOR A DISTANCE OF 12.06 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, N 60° 58' 30" E FOR A DISTANCE OF 10.17 FEET TO A POINT;

THENCE, ALONG SAID TOWER LEASE, N 29° 01' 31" W FOR A DISTANCE OF 12.06 FEET TO A POINT;

THENCE, DEPARTING SAID TOWER LEASE, N 29° 46' 25" W FOR A DISTANCE OF 33.44 FEET TO A POINT;

THENCE, N 60° 13' 35" E FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, S 29° 46' 25" E FOR A DISTANCE OF 33.57 FEET TO A POINT;

THENCE, S 29° 01' 31" E FOR A DISTANCE OF 32.19 FEET TO A POINT;

THENCE, S 60° 58' 30" W FOR A DISTANCE OF 30.15 FEET TO A POINT;

THENCE, S 26° 32' 27" E FOR A DISTANCE OF 210.67 FEET TO A POINT ON THE PREVIOUSLY MENTIONED RIGHT OF WAY;

THENCE, ALONG SAID RIGHT OF WAY, S 64° 35' 12" W FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, DEPARTING SAID RIGHT OF WAY, N 26° 32' 27" W FOR A DISTANCE OF 222.36 FEET TO A POINT;

THENCE, S 63° 38' 17" W FOR A DISTANCE OF 16.81 FEET TO A POINT;

THENCE, N 46° 38' 12" W FOR A DISTANCE OF 31.18 FEET TO A POINT;

THENCE, N 14° 24' 24" E FOR A DISTANCE OF 24.69 FEET TO A POINT ON THE PREVIOUSLY MENTIONED TOWER LEASE, SAID POINT BEING THE POINT OF BEGINNING CONTAINING 7,197 SQFT -OR- 0.17 ACRES.

Board Agenda Item  
June 9, 2020

3:30 p.m.

Public Hearing to Lease County-Owned Property at 7801 Maritime Lane to STC THREE, LLC (Springfield District)

ISSUE:

Public hearing to lease to STC THREE, LLC, the County-owned property at Pohick Fire Station, located at 7801 Maritime Lane, for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to lease County-owned property at 7801 Maritime Lane to STC THREE, LLC.

TIMING:

On April 14, 2020, the Board authorized the advertisement of a public hearing to be held on June 9, 2020, to lease County-owned property at 7801 Maritime Lane to STC THREE, LLC.

BACKGROUND:

The Board of Supervisors is the owner of the Pohick Fire Station facility located at 7801 Maritime Lane on a County-owned parcel identified as Tax Map Number 97-2 ((1)) 3. The site is currently improved with an 88-foot telecommunications tower positioned near the entrance to the parking lot. The County has an existing lease with Crown Castle for a 461 square foot compound at the base of the monopole. T-Mobile subleases from Lessee space on the monopole and in the compound for its telecommunications equipment.

Since this lease is scheduled to terminate on September 30, 2022, Crown Castle, the property manager for Lessee, has approached the County about Lessee's desire to continue to use this site for the provision of telecommunications services and has negotiated a new lease with the County. The initial term will be five (5) years, with five 5-year options to extend the lease, for a total possible term of thirty (30) years. Lessee will pay approximately \$52,000 as the annual rental fee for its equipment during the first year, with scheduled rent increases of three percent (3%) per year thereafter. Lessee will also continue to provide thirty percent (30%) of the rental payments from any

Board Agenda Item  
June 9, 2020

sublessees to the County as additional rent owed under the lease. Total revenue from the existing T-Mobile sublease will amount to approximately \$15,000 in FY 2020.

FISCAL IMPACT:

The lease will generate approximately \$52,000 in revenue (plus thirty percent of any sublessees' rental payments) during the first year of the extension. An administrative fee of \$2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited into the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 0972 01 0003

Attachment 2 – Draft Lease Agreement

STAFF:

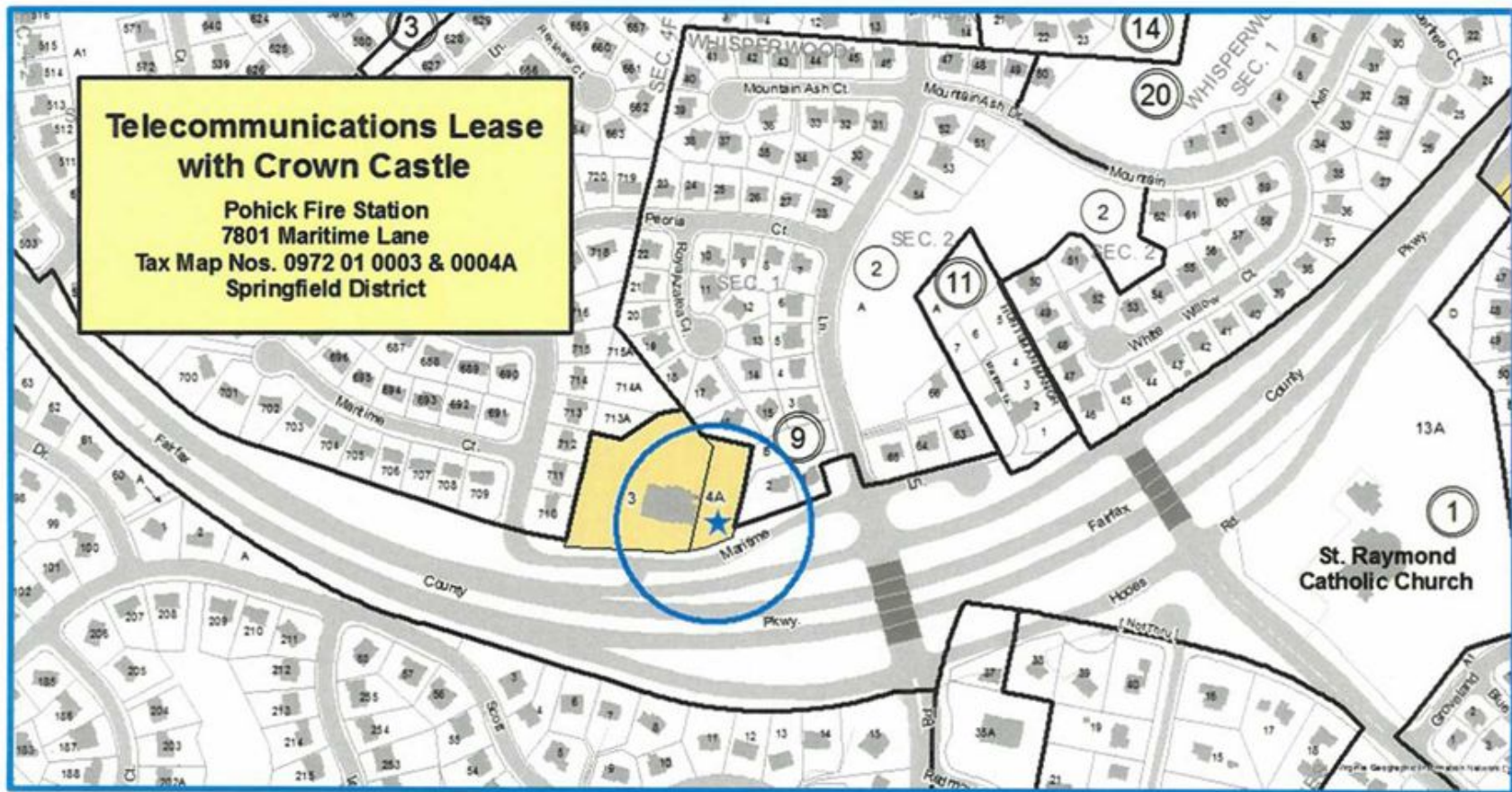
Joseph M. Mondoro, Chief Financial Officer

José A. Comayagua, Jr., Director, Facilities Management Department

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ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney



2020 REAL PROPERTY DEED OF LEASE AGREEMENT  
FOR THE POHICK FIRE STATION  
(BU 881041)

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Exhibit A      Site Plan  
Exhibit B      Legal Descriptions



**THIS 2020 REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease")**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY ("Lessor")**, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035, and **STC THREE LLC**, a Delaware limited liability company ("**Lessee**"), successor-in-interest to APC Realty and Equipment Company, LLC, a Delaware limited liability company ("**Original Lessee**"), by and through its Attorney-in-Fact, **GLOBAL SIGNAL ACQUISITIONS III LLC**, a Delaware limited liability company, having an address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and the parties mutually agree as follows:

WHEREAS, Lessor and Original Lessee entered into a Real Property Deed of Lease Agreement dated October 1, 2002 (as assigned, the "**Original Lease**"), whereby Lessor leased to Original Lessee the Premises (as defined below) located at 7801 Maritime Lane (Tax Parcel # 0972 01 0003 and 0972 01 0004A), Springfield, Fairfax County, Virginia, together with those certain access, utility and/or maintenance rights of way granted in the Original Lease; and

WHEREAS, the parties now wish to enter into this Lease to replace and supersede the Original Lease for the purposes set forth, and in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Termination of Original Lease.**

Lessor is the current lessor and Lessee is the current lessee under the Original Lease. Lessor and Lessee agree that the Original Lease will automatically terminate as of the Commencement Date of this Lease. Notwithstanding the foregoing, any and all obligations of the parties accruing under the Original Lease prior to its termination and the obligations of the parties that expressly survive the Original Lease shall survive such termination, including any amounts that were due and payable by Lessee thereunder prior to such termination.

**2. Leased Premises.**

Lessor is the owner of a parcel of land located at 7801 Maritime Lane, Springfield, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as Tax Parcel # 0972 01 0003 and 0972 01 0004A, and described in those deeds recorded in Book 5685, Page 187 and in Book 5757, Page 492 in the Clerk's Office of the Circuit Court for Fairfax County (hereinafter referred to as the "**Parcel**"). A portion of the Parcel that constitutes approximately 461 square feet of ground space is delineated as the "**TOWER LEASE**" on **Exhibit A** attached hereto and incorporated herein, and is described as the "**TOWER LEASE**" by metes and bounds in **Exhibit B** attached hereto and incorporated herein (hereinafter those portions of **Exhibit A** and **Exhibit B** delineated and described as the "**TOWER LEASE**" will be referred to as the "**Premises**"). Lessor is willing to permit Lessee to use the Premises for the purposes set forth in this Lease and in accordance with the terms and conditions set forth in this Lease. Lessee will operate its Facilities, as defined below, on the Premises.



"Facilities," as used herein, means Lessee's wireless communications facility, which includes a monopole, equipment pad, power, and telephone utility pedestals, cabinets, related cables and utility lines, and a location-based system, including without limitation, coaxial cables, base units and other associated antennas, equipment, cables, accessories and improvements, as more specifically described on **Exhibit A** attached hereto.

### 3. Use of Premises.

(a) Lessee's Facilities are presently installed on the Premises and any modifications to the Facilities must comply with all of the conditions of this Lease, including those requirements set forth in Section 7.

(b) Lessor leases to Lessee the Premises for the purpose of operating the Facilities upon the Premises in the configuration shown on **Exhibit A**. Subject to compliance with all laws, Lessee may at its own cost and expense, use the Premises to install, operate, maintain, repair, replace, protect and secure the Facilities as set forth herein or as subject to the written approval of Lessor.

(c) Lessor grants to Lessee, subject to all conditions herein, including but not limited to Paragraph 7, the right to install and operate underground electric lines from Lessee's meter to the Facilities and communication lines from the termination point of the communication utilities supplying communication service to the Facilities as shown on **Exhibit A**. Lessee acknowledges it has previously filed the necessary application(s) for utility easements and paid all fees for such in a separate process through the Planning Division of the Department of Planning and Development, and all utilities currently required by Lessee are installed.

(d) All portions of the Facilities brought onto the Premises by Lessee, whether prior to commencement of this Lease or subsequent to commencement of this Lease, shall remain the Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the term, as long as Lessee is not in default. Upon termination of this Lease, the Facilities and any foundation shall be removed entirely from the Premises by Lessee no later than one hundred twenty (120) days after the date of the termination of this Lease. Lessee shall restore the surface of the Premises to an open area to the reasonable satisfaction of Lessor, which is free of any equipment, foundations, concrete mounting pads, and grounding devices, and which has been graded and seeded. All Facilities shall be vacated at the Lessee's expense. Within one hundred twenty (120) days after receipt of written notice from Lessor, Lessee, at Lessee's expense, shall use commercially reasonable efforts to remove any utility easements to which Lessee is a party (as shown in the public record) and that are encumbering the Premises.

(e) Lessor grants Lessee a non-exclusive irrevocable license, which will be in effect until the expiration or earlier termination of this Lease, for ingress and egress to the Premises, together with the right to replace and maintain existing utility wires, poles, cables, conduits and pipes thereon and therein, in the location shown as the "ACCESS & UTILITY EASEMENT" on **Exhibit A** attached hereto and described as the "ACCESS & UTILITY EASEMENT" by metes and bounds on **Exhibit B** attached hereto. If Lessee obtains Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed, Lessee may install additional wires, poles, cables, conduits and pipes thereon and therein in the event any such additional utilities are

necessary during the term of this Lease, but not otherwise; and Lessor grants Lessee a non-exclusive irrevocable license to the extent of the Lessor's interest therein, which will be in effect until the expiration or earlier termination of this Lease, to any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, and removing the Facilities. Subject to the foregoing, Lessee shall have twenty-four (24) hour a day, seven (7) day a week access to the Premises and the Facilities for operation, maintenance, unscheduled repairs and emergencies.

(f) Except for the Premises (as described in **Exhibit A**), Lessor reserves the right to continue all existing uses of the Parcel. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Parcel as Lessor deems appropriate, provided that Lessee's use of the Premises and the operation of the Facilities are not unreasonably interfered with by such future additional use.

(g) Lessee shall not (i) violate any environmental laws (now or hereafter enacted), in connection with Lessee's use or occupancy of the Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any hazardous wastes on, under, or about the Premises, or transport to or from the Premises any Hazardous Material (as defined in Paragraph 11); except as allowed by applicable law for the use of sealed batteries for emergency back-up, any fire suppression system, small quantities of cleaning products ordinarily used by commercial businesses and fuel in Lessee's backup generator(s), if any. Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the Facilities being installed on the Premises by the Lessee. Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Premises by Lessee. Lessor represents that it has no knowledge of any substance, chemical, waste or Hazardous Material in the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Additionally, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Parcel in violation of any law or regulation. This paragraph shall survive the termination of this Lease.

(h) Any modifications of the Facilities or the addition of new Facilities must comply with Section 7 of this Lease and shall be accomplished without interfering with the use or development of the Parcel, existing as of the date of this Lease, by Lessor or any other party and no such modification or addition shall interfere with the necessary day to day operations of the Lessor. Promptly upon completion of the forgoing modifications or maintenance, Lessee shall, at its own cost and expense, repair any damage to the Parcel resulting from such construction, installation or maintenance.

#### **4. Term.**

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease hereby granted ("**Term**") shall be for a term commencing upon October 1, 2022 ("**Commencement Date**") and expiring at 11:59 P.M. on September 30, 2027. Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Lease if Lessee



determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Facilities; or (iii) interference by or to Lessee's operation cannot be resolved. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within thirty (30) days after the occurrence of any of the foregoing described events which is the basis of termination. In addition to the foregoing termination rights, Lessee shall have the right to terminate this Lease at any time with twelve (12) months prior written notice if Lessee is unable to use the Premises or its equipment located thereon due to changes in technology or to changes in Lessee's or any of its customers' networks.

(b) If all or any part of the Premises or if all or any part of the Parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purposes hereunder, then, at Lessee's option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor, provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Premises under the terms and conditions hereunder, provided Lessor's obligations under this Lease are not altered.

(c) Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph 4(c) for five (5) additional periods of five (5) years (each a "Renewal Term") upon the same terms and conditions contained herein; provided, however, that the Annual Rent provided for in Section 5 shall be adjusted at the commencement of each Renewal Term as provided in Section 5. This Lease hereby granted shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to expiration of the then existing period, Lessee provides written notification to the other party of its intention not to permit this Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Lease to the Term hereof shall include, where appropriate, all Renewal Terms so effected. Lessor shall have the right to terminate this Lease if Lessor's governing body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to Lessee. If all Renewal Terms are exercised and if not sooner terminated, this Lease shall expire on September 30, 2052.

## **5. Rent and Security Deposit.**

(a) The annual rent amount owed by Lessee for the year beginning October 1, 2022, and ending September 30, 2023, is equal to the amount of Fifty One Thousand Six Hundred Sixty-Seven and 67/100 Dollars (\$51,667.67) (the "**Annual Rent**").

(b) Commencing on the Commencement Date and on the anniversary of the Commencement Date each year thereafter, the Annual Rent shall be paid in one annual payment.

(c) Commencing on October 1, 2023, and every year thereafter (each an "**Adjustment Date**"), the Annual Rent shall increase by an amount equal to three percent (3%) of the Annual Rent in effect for the year immediately preceding the Adjustment Date.

(d) The first Annual Rent payment shall be due and payable on the first day of the second month following the Commencement Date. Thereafter, the Annual Rent payments shall be paid on or before the anniversary of the Commencement Date without notice, demand, deduction or setoff. If Lessee fails to pay the Annual Rent by the fifth (5<sup>th</sup>) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(e) Lessee agrees to pay a security deposit to the Lessor in the amount of Four Thousand Four Hundred and No/100 Dollars (\$4,400.00) by the Commencement Date of this Lease ("**Security Deposit**"). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of this Lease, provided the Lessee has performed all obligations under this Lease through the date of termination. In the event that Lessee does not remove all of the Facilities from the Premises as set forth in Paragraph 3(d) of this Lease, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Facilities. In the event that Lessor has in its possession any security deposit from the Original Lease, such amount shall be credited to the Security Deposit required hereunder and Lessee shall be required to pay the difference.

#### **6. Administrative Fee.**

Lessee shall pay Lessor's reasonable administrative fees for preparing, reviewing and negotiating this Lease in the sum of Two Thousand and 00/100ths Dollars (\$2,000.00), which shall be due and payable on or before thirty (30) days following execution of this Lease by both parties.

#### **7. Modification of the Premises.**

(a) Lessor has approved all existing plans, specifications, drawings, renderings, permits, applications and descriptions provided for in **Exhibit A** and no additional approval of same is necessary because the Facilities are constructed and operational as of the Commencement Date of this Lease.



(b) Lessee shall have full responsibility and shall pay all costs for plan preparation and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

(c) From the Commencement Date of this Lease and before commencement of any modifications of the Facilities, Lessee shall submit to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, delayed or denied, the following:

- (i) a set of modification construction plans certified by a professional engineer satisfactory to Lessor which states that the modifications will be in compliance with all applicable laws, rules and regulations.
- (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed modifications to the existing telecommunications tower will sustain the loads required by the equipment to be installed upon it.
- (iii) copies of all applicable approved permits and Governmental Approvals.
- (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review. The permits and approvals required in subsection 7(c)(iii) and (iv), together with all other applicable permits, licenses and other approvals that may be required by any federal, state or local authorities for the purpose of operating the Facilities, are defined as "Governmental Approvals."

All of the preceding documents required to receive Lessor's approval shall be referred to as the **"Modification Documents."**

(d) After Lessee's submission of the Modification Documents, Lessor shall notify Lessee within thirty (30) days whether it deems the Modification Documents to be satisfactory. If the Modification Documents are deemed satisfactory, Lessor shall provide a signed letter consenting to the equipment modifications at the time of its notification. Should the Lessor determine the Modification Documents are unsatisfactory, Lessor shall provide a written explanation of the defects with its notification. Lessee shall then revise the Modification Documents to remedy the defects noted by Lessor and re-submit the Modification Documents for Lessor's review pursuant to this paragraph.

(e) The Modification Documents will not be considered approved until Lessor provides a signed letter consenting to the equipment modifications. Lessee agrees that no modification to the Facilities will be performed until Lessor provides such letter.

(f) All modifications will comply with the terms set forth in this Lease and with all applicable laws, codes, ordinances (including the Fairfax County Zoning Ordinance as it applies to telecommunication facilities) and regulations.

(g) No damage will be done or interference committed with any equipment or structures located within the Parcel with respect to the modifications. If damage to the Parcel, equipment, or both, occurs then Lessee shall within thirty (30) days repair the damage and return the Parcel to the condition existing before the damage occurred.

(h) If the modification of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Lessor, such facilities or equipment may be relocated by Lessee only with Lessor's prior written consent and at Lessee's sole cost and expense.

(i) Notwithstanding the prior terms of this Paragraph 7, Lessee shall be permitted to make operational, maintenance, and emergency repairs without Lessor's consent so long as said maintenance and repairs do not change the size or number of antennas, or overall appearance of the structure.

(j) Notwithstanding sub-paragraphs (a) through (i) above, if a 6409(a) or 2232 application is required pursuant to the applicable laws, codes, ordinance or regulations, then Lessee must obtain approval of such application as provided above.

#### **8. Interference.**

(a) Lessee agrees not to permit any use of the Facilities after the Commencement Date that will interfere with Lessor's operations or use of the Parcel or the use of the Parcel by any parties to whom Lessor has granted rights prior to the date of the Original Lease.

(b) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment used by Lessor. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon notification to Lessee's Authorized Representative of the interference. Lessee shall be obligated to respond to the problem of interference within four (4) hours after receipt of notification, whether oral or written, from the Lessor and if the interference is not corrected within forty-eight (48) hours after receipt of notification, the Lessee shall immediately turn off the Facilities causing such interference until the Facilities can be repaired or replaced.

(c) Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment existing, or previously approved on the Parcel as of the Effective Date of this Lease. In the event the Facilities cause such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor, and if the interference is not corrected within ten (10) days of receipt of written notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said ten (10) days), Lessee shall power down the Facilities that are suspected of



causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) After the Effective Date, Lessor will not grant a lease or any other interest in the Parcel to permit any use of the Parcel which would cause interference with Lessee's Facilities at the Premises.

#### **9. Condition of the Premises.**

Lessee and Lessor acknowledge and agree that Lessee has accepted the Premises "as is" and Lessor shall have no obligation to improve or modify the Premises in any manner whatsoever.

#### **10. Maintenance and Repairs of Facilities.**

Lessee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Lessee during the Term of this Lease. Lessee shall diligently respond as soon as practicable to any reasonable request by Lessor for any such maintenance or repair.

#### **11. Indemnification.**

(a) Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Facilities; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's subtenants, agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Lease; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

(c) Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify or hold Lessor harmless for claims arising out of the sole negligence or intentional wrongful acts of the Lessor or Lessor's agents, employees or contractors.

#### **12. Insurance.**



(a) Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Lessor as an additional insured, and shall provide thirty (30) days prior written notice of cancellation by the insurer for any reason other than non-payment of premium to Lessor, and shall otherwise be reasonably satisfactory to Lessor. The required limits may be met by a combination of primary and excess or umbrella insurance. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company authorized to do business in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the Term of this Lease, (ii) each anniversary of the policy renewal date, (iii) a change in coverage, and (iv) at any other time during the Term of this Lease upon the request of the Lessor.

(b) Lessee shall carry hazard insurance to cover damage to or destruction of its Facilities. In the event of damage to or destruction of the Facilities, neither Lessee nor Lessor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Lessee may terminate this Lease upon providing thirty (30) days written notice to Lessor. In such event, with the exception of liabilities that arise prior to such termination and liabilities that survive termination of the Agreement as provided in Paragraph 16 herein, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. Notwithstanding the foregoing, Lessee shall remain responsible for removal of the Facilities and for restoration of the Premises in accordance with Paragraph 3(d) and this provision shall not limit such obligation.

(c) Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

### **13. Liens.**

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Parcel and arising from work, labor, services, or materials supplied by or on behalf of Lessee, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.

### **14. Compliance with Laws.**

Lessee shall, at its expense, throughout the Term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with

all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby. Lessor agrees to cooperate with Lessee at Lessee's expense as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's equipment and provided that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

#### **15. Representations and Warranties.**

(a) Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (iii) the person executing this Lease on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease.

(b) Lessor represents to Lessee (i) it has all power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Lease, (ii) the person executing this Lease on its behalf has been duly authorized to do so, and (iii) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Lease. The Premises is owned by Lessor free and clear of any mortgage, deed of trust, lien, or right of any individual or entity arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Lessee arising under this Lease and the rights of utility providers under recorded easements.

#### **16. Termination.**

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Facilities and any foundation from the Premises as provided in Paragraph 3(d) of this Lease, and shall repair any damage to the Premises and associated public utility areas caused by the installation, operation or removal of the Facilities. If Lessee remains on the Premises more than one hundred twenty (120) days after the expiration or termination of this Lease, Lessee shall pay to Lessor for such holding over a hold over fee per month equal to 10.5% of the Annual Rent that was in effect immediately prior to such expiration or termination. The fee for such holding over shall remain in effect until Lessee removes the Facilities. If the Facilities are not removed within one hundred twenty (120) days after expiration or earlier termination of this Lease, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the holdover fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 3(g), 11, 13, 16, 19 and 23 of this Lease shall survive termination of this Lease.



## 17. Default.

(a) If Lessee shall fail to pay when due the Annual Rent provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for ten (10) days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of Annual Rent or the payment of any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, or if the Lessee abandons or vacates the Facilities for more than twelve (12) consecutive months prior to the termination of this Lease, then Lessee shall be considered to have caused an event of default ("**Event of Default**") hereunder and Lessor may elect to terminate this Lease at its sole discretion and pursue its remedies hereunder, at law or in equity. Termination shall be effective upon providing written notice to Lessee.

(b) Lessor and Lessee agree that Lessee's failure to comply with the Facility modification process as outlined in Paragraph 7 will be considered an Event of Default and Lessor may terminate this Lease at its sole discretion and pursue its remedies at law or in equity.

(c) The failure of either party to this Lease to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision.

## 18. Authorized Representative

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee ("**Authorized Representatives**") who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

### LESSOR:

Name:	Mike Lambert
Title:	Assistant Director, Real Estate Services
Email Address:	<a href="mailto:Michael.Lambert@fairfaxcounty.gov">Michael.Lambert@fairfaxcounty.gov</a>
Direct Phone Line:	703-324-2836

### LESSEE:

Name:	
Email Address:	<a href="mailto:LOHD@crowncastle.com">LOHD@crowncastle.com</a>
Direct Phone Line:	Landowners Helpline Desk - 866-482-8890

**19. Notices.**

Unless specifically noted otherwise, all notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Lessor:

Board of Supervisors of Fairfax County, Virginia  
Attn: Director  
12000 Government Center Parkway, Suite 424  
Fairfax, VA. 22035

And:

County Attorney's Office  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Lessee:

STC Three LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department,  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

**20. Assignment and Subletting.**

(a) Lessee may, upon notice to Lessor, assign this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall submit any requests for any requested consents of Lessor at least sixty (60) days before any assignment of this Lease. In the event of any assignment or sub-lease, Lessee agrees that it shall remain liable for all obligations hereunder.

(b) Lessee may sublease any portion or all of the Premises, upon Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

(c) In addition to the Annual Rent currently paid by Lessee to Lessor pursuant to this Lease, as further consideration for the right to exclusively use and lease the Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Subtenant"), Lessee agrees to pay to Lessor thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under this Lease. Lessee shall have sole discretion, subject to obtaining Lessor's prior written consent as required above, as to whether to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so; however, each Subtenant shall be subject to all obligations of this Lease irrespective of any contrary term that may be in such sublease, license or other similar agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

(d) Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

## **21. Quiet Enjoyment.**

Lessee shall be entitled to use and occupy the Premises during the Term hereof for the purposed herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

## **22. Miscellaneous.**

(a) This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

(b) All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns.

(c) Lessee shall have the right to record a memorandum of this Lease with the appropriate recording officer. Lessor shall execute and deliver such memorandum, for no additional consideration, promptly upon Lessee's request. Within thirty (30) days from the expiration or earlier termination of this Lease, Lessee shall record a unilateral termination of any such memorandum with the appropriate recording officer. If Lessee fails to record the

termination prior to the end of such thirty (30) day period and such failure is not remedied within fifteen (15) days following Lessee's receipt of written notice from Lessor requesting the same ("Notice Period"), Lessee shall pay to Lessor a monthly payment equal to one twelfth (1/12th) of the Annual Rent that was in effect immediately prior to such expiration or termination for each month thereafter during which a termination of the memorandum is not recorded pursuant to this Section 22(c). Any such payment shall be prorated for any partial month on a per diem basis. Lessor may, but is not required to, record a unilateral termination of the memorandum with the appropriate recording officer at any time following the expiration of the Notice Period. This Section 22(c) shall survive termination of this Lease.

**23. Applicable Law.**

This Lease shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal on the day and year first written above.

LESSOR:

Board Of Supervisors of Fairfax County,  
Virginia

By: \_\_\_\_\_ (SEAL)  
Name: Joseph M. Mondoro  
Title: Chief Financial Officer

LESSEE:

STC THREE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,  
a Delaware limited liability company,  
Its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



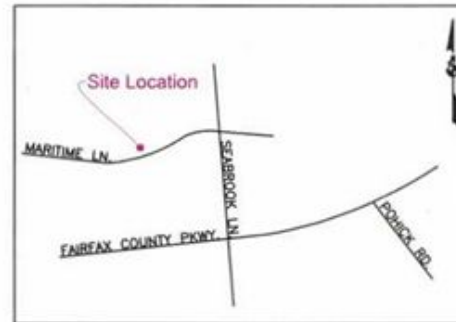
**Exhibit A**

[ATTACHED HERETO]

**Keywords:** *Self-esteem, self-esteem threat, self-esteem threat, self-esteem threat*

881041

Additional Land	IP / Rubber Mono	Transformer
Building	IP / Rubber Mono Found	Transformer Pad
Asphalt Pavement	Cased Mono	Catch Basin
Contour - Major	Cased Mono + Found	Islet
Contour - Minor	Traverse Point	Culvert
Easement	Survey Point	Utility Vault
Gateway	Gravel	Manhole
Jurisdiction Line	Grill	Handhole
Property Line	Concrete	Pull box
Property Tie	Retaining Wall	Fence
Right of Way	Stairs	Meter
Setback	Door / Gate	Valve
Trailway	Double Door / Gate	Cleanout
Waterway	Gate - Sliding	Junction Box
Railroad Tracks	Signs	Pump Station
Centerline	Mailbox	Utility Box
Road Centerline	Column	Controller
Stream	Utility Pole	HVAC
Stream (directional)	Guyed Pole	Generator
Drain	Pole	
Channel	Bollard	
Fence	Fire Hydrant	
Cable TV	Flag Pole	
Cable Underground	Shrub	
Combined Sewer	Tree - Palm	
Cable TV & Elec	Tree - Coniferous	
Cable, Elec. & TV	Tree - Deciduous	
CTV-E-T	Metal Platform	
Electric	Fuel Tanks	
Electric Underground		
Fiber		
Fiber Underground		
Gas		
Sewer		
Storm		
Telephone		
Telephone Underground		
Unknown Utility		
Water		
Taps - High Point		
Taps - Low Point		
Breakline		
Match line		
Property Tie		



VICINITY MAP NOT SHOWN TO SCALE

SHEET NAME	TITLE
V-01	COVER SHEET
V-02	PROPERTY OVERVIEW
V-03	EASEMENT OVERVIEW
V-04	SITE DETAIL
V-05	LEGAL DESCRIPTIONS

AREA	SQ. FT.	ACRES
PARENT PARCEL	27,458	0.63
TOWER COMPOUND	461	0.01
TOWER LEASE	461	0.01
ACCESS & UTILITY EASEMENT	2,360	0.05

LABEL	LAT, LONG
DP/POC	N:8957346'-N:11838508'
DP	N:8957417'-N:11838509'

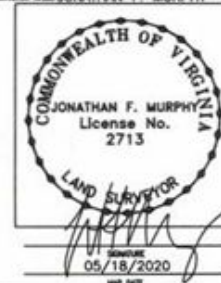
**CC CROWN  
CASTLE**  
1900 Corporate Drive  
Gettysburg, PA 17317

GEOLINE SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32819  
TEL: (386) 418-0500 | FAX: (386) 462-9988

JONATHAN MURPHY LAND SURVEYOR  
6300 LAMOUSINE DRIVE RALEIGH NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4442

**SURVEYOR'S CERTIFICATION:**

SARNEY AND JONATHAN F. MURPHY



FEMA INFORMATION

THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER 21080C0300, EFFECTIVE DATE 08/17/2010

VA GRID (NORTH ZONE) NV083

1. SURVEY PERFORMED ON 01/16/2020.
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM [NAD83] WITH [NAD83] VERTICAL DATUM.
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR OBSERVED EVIDENCE ONLY.
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	BY/APP

Name	POHICK FIRE STATION
BUN	881041
Address	7801 MARITIME LANE SPRINGFIELD, VA 22153
County	FAIRFAX COUNTY

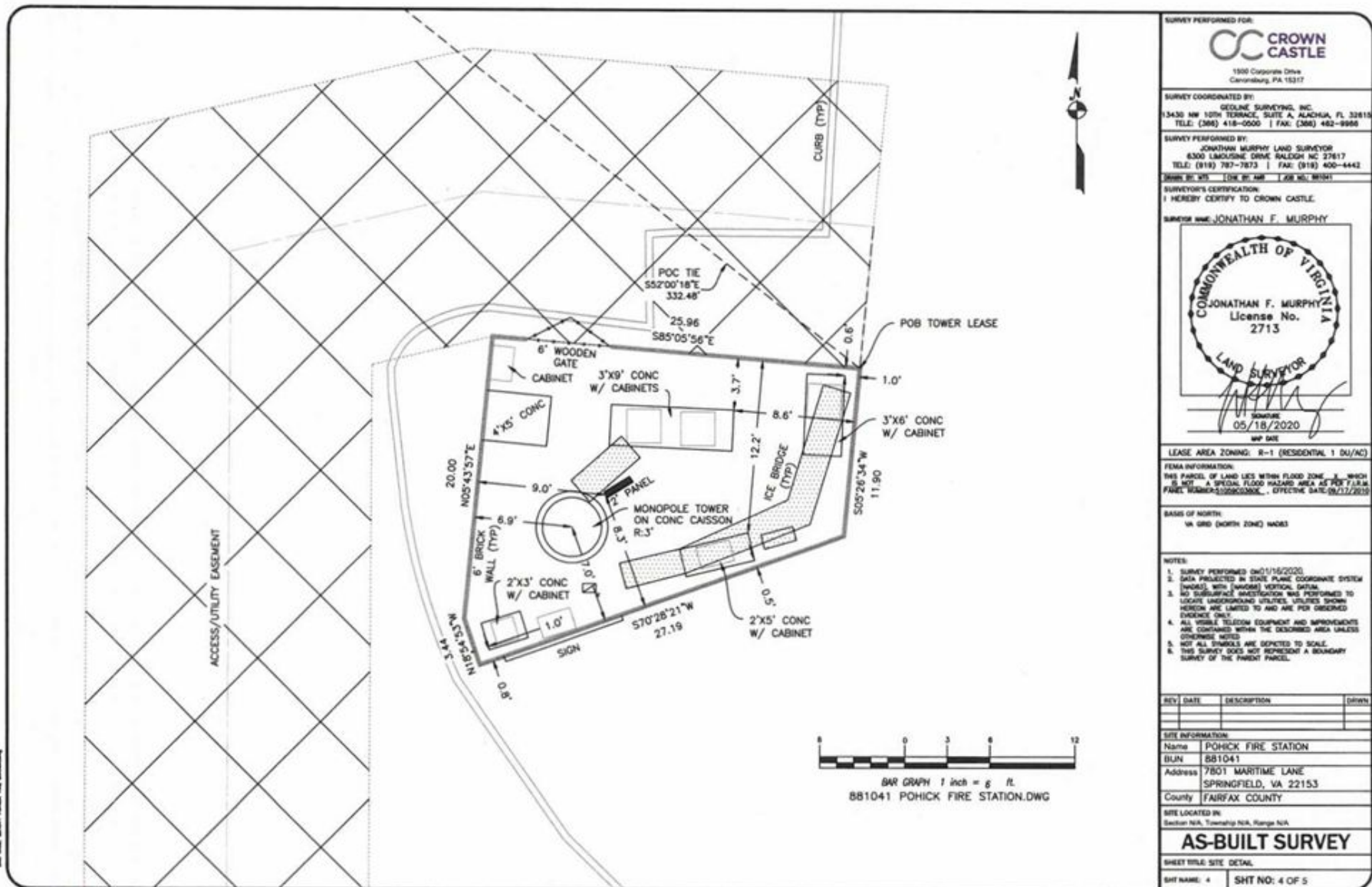
## AS-BUILT SURVEY


SHT NO: 1 OF 5









SURVEY PERFORMED FOR:  
**CROWN CASTLE**  
1500 Corporate Drive  
Cranston, PA 15117

SURVEY COORDINATED BY:  
GEOLINE SURVEYING, INC.  
13430 NW 10TH TERRACE, SUITE A, ALACHUA, FL 32315  
TEL: (386) 418-0000 | FAX: (386) 462-8998

SURVEY PERFORMED BY:  
JONATHAN MURPHY LAND SURVEYOR  
6300 LIMOUSINE DRIVE RALEIGH NC 27617  
TEL: (919) 787-7873 | FAX: (919) 400-4442

DRAWN BY: JTS | CHECKED BY: JMS | DATE: 05/18/2020

SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY TO CROWN CASTLE:  
SURVEYOR NAME: JONATHAN F. MURPHY

COMMONWEALTH OF VIRGINIA  
JONATHAN F. MURPHY  
License No. 2713  
LAND SURVEYOR  
05/18/2020  
WP DATE

LEASE AREA ZONING: R-1 (RESIDENTIAL 1 DU/AC)

FEMA INFORMATION:  
THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS SET FORTH IN THE FLOOD HAZARD STUDY CONDUCTED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON 05/17/2013.

BASIS OF NORTH:  
VA GRID (NORTH ZONE) MAGNET

NOTES:  
1. SURVEY PERFORMED 04/01/16/2020.  
2. DATA PROJECTED BY STATE PLANE COORDINATE SYSTEM (NAD83) WITH (NAD83) VERTICAL DATUM.  
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR ORDERED EVIDENCE ONLY.  
4. ALL VISIBLE TELECOM EQUIPMENT AND IMPROVEMENTS ARE CONFINED WITHIN THE DESCRIBED AREA UNLESS OTHERWISE NOTED.  
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.  
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRAWN

SITE INFORMATION:  
Name: POHICK FIRE STATION  
BLN: 881041  
Address: 7801 MARITIME LANE  
SPRINGFIELD, VA 22153  
County: FAIRFAX COUNTY

SITE LOCATED IN:  
Section N/A, Township N/A, Range N/A

**AS-BUILT SURVEY**

SHEET TITLE: SITE DETAIL  
SHT NAME: 4 SHT NO: 4 OF 5

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF SPRINGFIELD, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN BOOK 5757 PAGE 492, FURTHER DESCRIBED AS:  
COMMENCING FROM AN EXISTING IRON PIPE FOUND ON AN ADJOINING PARCEL PROPERTY CORNER HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11838508' -AND- N:6957346';  
THENCE, S 52° 00' 18" E FOR A DISTANCE OF 332.48 FEET TO THE POINT OF BEGINNING;  
THENCE, S 05° 26' 34" W A DISTANCE OF 11.90 FEET TO A POINT;  
THENCE, S 70° 28' 21" W FOR A DISTANCE OF 27.19 FEET TO A POINT;  
THENCE, N 18° 54' 53" W FOR A DISTANCE OF 3.44 FEET TO A POINT;  
THENCE, N 05° 43' 57" E FOR A DISTANCE OF 20.00 FEET TO A POINT;  
THENCE, S 85° 05' 58" E FOR A DISTANCE OF 25.86 FEET TO THE POINT OF BEGINNING CONTAINING .61 SQFT -OR- 0.01 ACRES.

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CEDUS DESIGNATED PLACE OF SPRINGFIELD, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN BOOK 5757 PAGE 492, FURTHER DESCRIBED AS:  
COMMENCING FROM AN EXISTING IRON PIPE FOUND ON AN ADJOINING PARCEL PROPERTY CORNER HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11838508" -AND- N:6957346";  
THENCE, S 52° 00' 18" E FOR A DISTANCE OF 332.48 FEET TO THE POINT A POINT ON AN EXISTING 461' SQFT TOWER LEASE;  
THENCE, DEPARTING SAID TOWER LEASE, N 05° 26' 34" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20' FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;  
THENCE, N 85° 05' 56" W FOR A DISTANCE OF 27.66 FEET TO A POINT;  
THENCE, S 76° 43' 52" W FOR A DISTANCE OF 18.15 FEET TO A POINT;  
THENCE, S 00° 25' 00" W FOR A DISTANCE OF 72.26 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF MARITIME LANE, A DEDICATED PUBLIC RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF TERMINUS CONTAINING 2,360 SQ. -OR- 0.05 ACRES.

**Key words:** child; mother; father; family; divorce



## **Exhibit B**

### TOWER LEASE

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF SPRINGFIELD, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN BOOK 5757 PAGE 492, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON AN ADJOINING PARCEL PROPERTY CORNER HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11838508' -AND- N:6957346';

THENCE, S 52° 00' 18" E FOR A DISTANCE OF 332.48 FEET TO THE POINT OF BEGINNING;

THENCE, S 05° 26' 34" W A DISTANCE OF 11.90 FEET TO A POINT;

THENCE, S 70° 28' 21" W FOR A DISTANCE OF 27.19 FEET TO A POINT;

THENCE, N 18° 54' 53" W FOR A DISTANCE OF 3.44 FEET TO A POINT;

THENCE, N 05° 43' 57" E FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, S 85° 05' 56" E FOR A DISTANCE OF 25.96 FEET TO THE POINT OF BEGINNING CONTAINING 461 SQFT -OR- 0.01 ACRES.

### ACCESS & UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CENSUS DESIGNATED PLACE OF SPRINGFIELD, COUNTY OF FAIRFAX, STATE OF VIRGINIA, DESCRIBED IN BOOK 5757 PAGE 492, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON AN ADJOINING PARCEL PROPERTY CORNER HAVING VIRGINIA NORTH STATE PLANE COORDINATES E:11838508' -AND- N:6957346';

THENCE, S 52° 00' 18" E FOR A DISTANCE OF 332.48 FEET TO THE POINT A POINT ON AN EXISTING 461 SQFT TOWER LEASE;

THENCE, DEPARTING SAID TOWER LEASE, N 05° 26' 34" E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, N 85° 05' 56" W FOR A DISTANCE OF 27.66 FEET TO A POINT;

THENCE, S 76° 43' 52" W FOR A DISTANCE OF 18.15 FEET TO A POINT;

THENCE, S 00° 25' 00" W FOR A DISTANCE OF 72.26 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF MARITIME LANE, A DEDICATED PUBLIC RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF TERMINUS CONTAINING 2,360 SQFT -OR- 0.05 ACRES.

Pohick Fire Station  
BU 881041  
PPAB 5254998v1.doc

Board Agenda Item  
June 9, 2020

4:00 p.m.

Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic

ISSUE:

Public Hearing on amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic.

RECOMMENDATION:

The County Executive recommends approval of the proposed amendments to Chapter 82.

TIMING:

On May 12, 2020, the Board authorized advertisement of a public hearing to consider this matter on June 9, 2020, at 4:00 p.m.

BACKGROUND:

A housekeeping measure to update Chapter 82, portions of Section 82-1-6 (Adoption of State Law) have been amended to reflect changes made to the *Code of Virginia* by the 2020 General Assembly. A summary of the changes as a result of the 2020 General Assembly amendments affecting Chapter 82 is provided in Attachment 2.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 - Proposed Amendments to Chapter 82, Motor Vehicles and Traffic  
Attachment 2 - Summary of 2020 General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic

STAFF:

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

ASSIGNED COUNSEL:

Kimberly P. Baucom, Senior Assistant County Attorney

Proposed Amendments to  
Chapter 82, Motor Vehicles and Traffic

**Article 1. – In General.**

**Section 82-1-6. Adoption of State Law**

Pursuant to the authority of Section 46.2-1313 of the Virginia Code, all provisions and requirements of the following sections of the Code of Virginia, as in effect on July 1, ~~2019~~ 2020, except those provisions and requirements the violation of which constitutes a felony, are hereby incorporated into the Fairfax County Code by reference, effective July 1, ~~2019~~ 2020.

18.2-266	18.2-269	<u>46.2-203.1</u>
18.2-266.1	18.2-270	<u>46.2-208</u>
18.2-267	18.2-270.01	46.2-218
18.2-268.1	<u>18.2-270.1</u>	46.2-300
18.2-268.2	18.2-271	<u>46.2-301</u>
<u>18.2-268.3</u>	<u>18.2-271.1</u>	46.2-301.1
18.2-268.4	<u>18.2-272</u>	46.2-302
18.2-268.5	<u>46.2-100</u>	46.2-329
18.2-268.6	46.2-102	46.2-334.001
18.2-268.7	46.2-104	46.2-341.20:5
18.2-268.8	46.2-108	46.2-341.26:2
18.2-268.9	46.2-109	46.2-341.26:3
18.2-268.10	46.2-110	46.2-341.26:4
18.2-268.11	46.2-111	46.2-341.26:7
18.2-268.12	46.2-112	46.2-341.26:9

46.2-341.27	46.2-704	46.2-817
46.2-341.28	46.2-711	46.2-818.1
46.2-346	46.2-715	<u>46.2-818.2</u>
46.2-349	46.2-716	46.2-819.4
46.2-357	46.2-724	46.2-820
46.2-371	46.2-730	46.2-821
46.2-373	46.2-800	46.2-822
46.2-376	46.2-801	46.2-823
46.2-379	46.2-802	46.2-824
<u>46.2-380</u>	46.2-803	46.2-825
46.2-391.01	46.2-804	46.2-826
<u>46.2-391.2</u>	46.2-805	46.2-827
46.2-391.3	46.2-806	46.2-828
46.2-391.4	46.2-807	46.2-828.2
46.2-392	46.2-808	46.2-829
46.2-393	46.2-808.1	46.2-830
46.2-398	<u>46.2-808.2</u>	46.2-831
46.2-602.3	46.2-810	46.2-832
46.2-612	46.2-811	46.2-833
46.2-613	46.2-812	46.2-833.1
46.2-616	46.2-814	46.2-834
46.2-617	46.2-816	46.2-835
46.2-618	<u>46.2-816.1</u>	46.2-836

46.2-837	46.2-861.1	<u>46.2-882</u>
46.2-838	<u>46.2-862</u>	<u>46.2-882.1</u>
46.2-839	46.2-863	46.2-883
<u>46.2-841</u>	46.2-864	46.2-884
<u>46.2-842</u>	46.2-865	46.2-885
<u>46.2-842.1</u>	46.2-865.1	46.2-886
<u>46.2-844</u>	46.2-866	46.2-887
46.2-845	<u>46.2-868</u>	46.2-888
46.2-846	46.2-868.1	46.2-889
46.2-848	46.2-869	46.2-890
46.2-849	46.2-870	46.2-891
46.2-850	46.2-871	46.2-892
46.2-851	46.2-872	46.2-893
46.2-852	46.2-873	46.2-894
46.2-853	46.2-874	46.2-895
46.2-854	46.2-876	46.2-896
46.2-855	46.2-877	46.2-897
46.2-856	46.2-878	46.2-898
46.2-857	46.2-878.1	46.2-899
46.2-858	46.2-878.2	46.2-900
46.2-859	<u>46.2-878.3</u>	46.2-902
46.2-860	46.2-879	46.2-903
46.2-861	46.2-880	<u>46.2-904</u>

<u>46.2-904.1</u>	46.2-929	46.2-1021
46.2-905	46.2-930	46.2-1022
46.2-906	46.2-932	46.2-1023
<u>46.2-908.1</u>	46.2-936	46.2-1024
46.2-909	46.2-937	46.2-1025
46.2-910	<u>46.2-940</u>	46.2-1026
46.2-911.1	46.2-942	46.2-1027
46.2-912	46.2-1001.1	46.2-1030
46.2-914	46.2-1001	46.2-1031
46.2-915	46.2-1002	46.2-1032
46.2-915.2	46.2-1003	46.2-1033
46.2-918	<u>46.2-1004</u>	46.2-1034
46.2-919	46.2-1010	46.2-1035
46.2-919.1	46.2-1011	46.2-1036
46.2-920	<u>46.2-1012</u>	46.2-1037
46.2-921	46.2-1013	46.2-1038
<del>46.2-921.1</del>	46.2-1014	46.2-1039
46.2-922	<u>46.2-1015</u>	46.2-1040
46.2-923	46.2-1016	46.2-1041
<u>46.2-924</u>	46.2-1017	46.2-1043
46.2-926	46.2-1018	46.2-1043.1
46.2-927	46.2-1019	46.2-1044
46.2-928	<u>46.2-1020</u>	46.2-1047



46.2-1049	46.2-1077.01	46.2-1115
46.2-1050	46.2-1078	46.2-1116
46.2-1052	<del>46.2-1078.1</del>	46.2-1118
46.2-1053	46.2-1079	46.2-1120
46.2-1054	46.2-1080	46.2-1121
46.2-1055	46.2-1081	46.2-1130
46.2-1056	46.2-1082	46.2-1137
46.2-1057	46.2-1083	46.2-1150
46.2-1058	46.2-1084	46.2-1151
46.2-1059	46.2-1088	46.2-1154
46.2-1060	46.2-1088.1	46.2-1155
46.2-1061	46.2-1088.2	46.2-1156
46.2-1063	46.2-1088.5	46.2-1157
46.2-1064	46.2-1088.6	46.2-1158
46.2-1065	46.2-1090	46.2-1158.01
46.2-1066	46.2-1091	46.2-1158.02
46.2-1067	46.2-1092	46.2-1158.1
46.2-1068	46.2-1093	46.2-1172
46.2-1070	<u>46.2-1102</u>	46.2-1173
46.2-1071	46.2-1105	46.2-1216
46.2-1072	46.2-1110	46.2-1218
46.2-1076	46.2-1111	46.2-1219.2
46.2-1077	46.2-1112	46.2-1231

46.2-1234	46.2-1309	46.2-1561
46.2-1240	<u>46.2-1315</u>	46.2-29
46.2-1242	46.2-1508.2	
46.2-1250	46.2-1552	

References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the streets, highways and other public ways within the County. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as fully as though set forth at length herein; and it shall be unlawful for any person, within the county, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-270.1, 18.2-271, 18.2-271.1 and 18.2-272 of the *Code of Virginia* which is adopted by this section; provided, that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-271, 18.2-270.1, 18.2-271.1 and 18.2-272 of the *Code of Virginia*.

## ATTACHMENT 2

### SUMMARY OF 2020 GENERAL ASSEMBLY AMENDMENTS AND REPEAL AFFECTING CHAPTER 82

The information presented below summarizes changes to Title 18.2 and Title 46.2 of the *Code of Virginia*, portions of which are adopted by reference into Chapter 82 of the *Code of the County of Fairfax*.

Be it enacted by the General Assembly of Virginia:

An Act to amend and reenact §§ [46.2-1004](#), [46.2-1012](#), and [46.2-1020](#) of the Code of Virginia, relating to light units; lumens. States the limits on brightness for certain lights in vehicles in lumens. Current law provides such restrictions in candlepower only.

An Act to amend and reenact § [46.2-1315](#) of the Code of Virginia, relating to local regulation of certain transportation companies. Extends from January 1, 2020, to October 1, 2020, the prohibition on offering motorized skateboards or scooters, bicycles, or electric power-assisted bicycles for hire in any locality that has not enacted any licensing ordinance, regulation, or other action regulating such business. The bill clarifies that localities are authorized to create or amend such ordinances, regulations, or actions even after any such business is operating in the locality and exercise authority otherwise authorized by law. The bill contains an emergency clause.

An Act to amend and reenact §§ [46.2-100](#) and [46.2-908.1](#) of the Code of Virginia and to amend the Code of Virginia by adding a section numbered [46.2-904.1](#), relating to electric power-assisted bicycles. Amends the definition of "electric power-assisted bicycle" to include three classes of such bicycles, based upon the type of motor and the maximum miles per hour that the motor is capable of propelling the bicycle. The bill also provides that electric power-assisted bicycles and operators are afforded the same rights and privileges as bicycles and operators and limits local and state regulation of the operation of such electric power-assisted bicycles to certain bicycle paths, shared-use paths, and trails. The bill requires manufacturers and distributors of electric power-assisted bicycles to include (i) on each electric power-assisted bicycle, a label indicating certain technical specifications and (ii) on each class three electric power-assisted bicycle, a miles-per-hour speedometer. The bill requires persons operating or riding on a class three electric power-assisted bicycle to wear a helmet.

An Act to amend and reenact § [46.2-868](#) of the Code of Virginia, to amend the Code of Virginia by adding in Article 1 of Chapter 8 of Title 46.2 a section numbered 46.2-818.2 and to repeal § [46.2-1078.1](#) of the Code of Virginia,

relating to holding handheld personal communication devices while driving a motor vehicle Prohibits any person from holding a handheld personal communications device while driving a motor vehicle. Current law prohibits (i) the reading of any email or text message and manually entering letters or text in such a device as a means of communicating and (ii) holding a personal communications device while driving in a work zone. The bill expands the exemptions to include handheld personal communications devices that are being held and used (a) as an amateur radio or a citizens band radio or (b) for official Department of Transportation or traffic incident management services. The bill has a delayed effective date of January 1, 2021.

An Act to amend and reenact §§ [46.2-862](#) and [46.2-878.3](#) of the Code of Virginia, relating to reckless driving; exceeding speed limit. Raises the threshold for per se reckless driving for speeding from driving in excess of 80 miles per hour to driving in excess of 85 miles per hour. The threshold for per se reckless driving for speeding for driving at or more than 20 miles per hour in excess of the speed limit remains unchanged. The bill also provides that any person who drives a motor vehicle at a speed in excess of 80 miles per hour but below 86 miles per hour on any highway in the Commonwealth having a maximum speed limit of 65 miles per hour shall be subject to an additional fine of \$100.

An Act to amend and reenact § [46.2-1102](#) of the Code of Virginia, relating to firefighting equipment; weight limitation on interstate. Requires firefighting equipment to comply with existing weight limitations for emergency vehicles on interstate highways. Current law exempts firefighting equipment from all size and weight limitations. The bill exempts emergency vehicles registered to a federal, state, or local agency or a fire company from any fee typically charged for the issuance of an overweight permit for such vehicle.

An Act to amend and reenact §§ [46.2-842](#) and [46.2-842.1](#) of the Code of Virginia, relating to signals; overtaking vehicle. Removes the requirement that the driver of an overtaking vehicle use his lights or an audible method to signal to the driver of a slower vehicle to move to the right. The bill does not change the requirement that the slower-moving vehicle move to the right for an overtaking vehicle.

An Act to amend and reenact §§ [46.2-203.1](#), [46.2-301](#), and [46.2-940](#) of the Code of Virginia; and to amend the Code of Virginia by adding a section numbered [46.2-808.2](#), relating to suspension of driver's license for nonpayment of fines or costs. Repeals the requirement that the driver's license of a person convicted of any violation of the law who fails or refuses to provide for immediate payment of fines or costs be suspended. The bill also removes a provision allowing the court to require a defendant to present a summary prepared by the Department of Motor Vehicles of the other courts in which the defendant also owes fines and costs. The bill requires the Commissioner of the Department of Motor Vehicles to return or reinstate any person's driver's license that was suspended prior to July

1, 2019, solely for nonpayment of fines or costs. Such person does not have to pay a reinstatement fee.

An Act to amend and reenact § [46.2-844](#) of the Code of Virginia, relating to passing stopped school bus; vendor; administrative fee. Authorizes a private vendor operating a video monitoring system for a school division for the purpose of recording those illegally passing stopped school buses to impose and collect an administrative fee to recover the cost of collecting the civil penalty to be paid by the operator of the vehicle. The bill contains technical amendments.

An Act to amend and reenact §§ [46.2-208](#) and [46.2-882](#) of the Code of Virginia and to amend the Code of Virginia by adding a section numbered [46.2-882.1](#), relating to photo speed monitoring devices; civil penalty. Authorizes state and local law-enforcement agencies to operate photo speed monitoring devices, defined in the bill, in or around school crossing zones and highway work zones for the purpose of recording images of vehicles that are traveling at speeds of at least 10 miles per hour above the posted school crossing zone or highway work zone speed limit within such school crossing zone or highway work zone when such zone is indicated by conspicuously placed signs displaying the maximum speed limit and that such photo speed monitoring devices are used in the area. The bill provides that the operator of a vehicle shall be liable for a monetary civil penalty, not to exceed \$100, if such vehicle is found to be traveling at speeds of at least 10 miles per hour above the posted highway work zone or school crossing zone speed limit by the photo speed monitoring device. The bill provides that if the summons for a violation is issued by mail, the violation shall not be reported on the driver's operating record or to the driver's insurance agency, but if the violation is personally issued by an officer at the time of the violation, such violation shall be part of the driver's record and used for insurance purposes. The bill provides that the civil penalty will be paid to the locality in which the violation occurred if the summons is issued by a local law-enforcement officer and paid to the Literary Fund if the summons is issued by a law-enforcement officer employed by the Department of State Police.

An Act to amend and reenact § [46.2-841](#) of the Code of Virginia and to amend the Code of Virginia by adding a section numbered [46.2-816.1](#), relating to bicyclists and other vulnerable road users; penalty. Provides that a person who operates a motor vehicle in a careless or distracted manner and is the proximate cause of serious physical injury to a vulnerable road user, defined in the bill as a pedestrian or a person operating a bicycle, electric wheel chair, electric bicycle, wheelchair, skateboard, skates, motorized skateboard or scooter, or animal-drawn vehicle or riding an animal, is guilty of a Class 1 misdemeanor. The bill also prohibits the driver of a motor vehicle from crossing into a bicycle lane to pass or attempt to pass another vehicle, except in certain circumstances.

An Act to amend and reenact § [46.2-301](#) of the Code of Virginia, relating to driving while license, permit, or privilege to drive suspended or revoked;

mandatory minimum. Eliminates the mandatory minimum term of confinement in jail of 10 days for a third or subsequent conviction of driving on a suspended license.

An Act to amend and reenact §§ [46.2-100](#), [46.2-904](#), [46.2-908.1](#), and [46.2-1015](#), of the Code of Virginia, relating to electric personal delivery devices. Makes several changes related to electric personal delivery devices, including changing the term used to refer to such devices to "personal delivery devices" and changing the weight limit of such devices from 50 to 500 pounds. The bill allows localities to regulate the use of personal delivery devices on sidewalks, crosswalks, or roadways but requires a locality to allow a personal delivery device to operate on the side of a roadway with a speed limit of 25 miles per hour or less if a sidewalk is not available.



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4:00 p.m.

Public Hearing on Proposed Plan Amendment 2018-CW-2CP, Natural Landscaping at County Facilities

ISSUE:

Plan Amendment (PA) 2018-CW-2CP proposes to add an objective and related policies to the Public Facilities element of the Policy Plan so that public facilities and sites would be designed, retrofitted, and maintained in an environmentally-sensitive manner with a focus on natural landscaping. Additionally, a definition for Natural Landscaping would be added to the Glossary of the Comprehensive Plan.

PLANNING COMMISSION RECOMMENDATION:

On May 14, 2020, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment 2018-CW-2CP, as contained in the staff report dated April 8, 2020.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – May 14, 2020  
Board of Supervisors' public hearing – June 9, 2020

BACKGROUND:

On November 20, 2018, the Board of Supervisors (Board) authorized consideration of a plan amendment to incorporate support for natural landscaping at county facilities within the Policy Plan volume of the Comprehensive Plan. The proposed amendment would place natural landscaping within a broader context of environmentally sensitive techniques for the planning of public facilities and sites, to include low impact development (LID) practices, natural landscaping methods, and green building practices.

On October 10, 2019, the Planning Commission approved the transmittal of the proposed plan amendment language to the Board of Supervisors as its

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recommendation in response to the Board's request for the Commission's review and recommendation.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2020%20verbatim/verbatim05142020pa2018-cw-2cp-naturallandscapingatcountyfacilities.pdf>

The Staff Report for PA 2018-CW-2CP has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/naturallandscaping/2018-cw-2cp-staff-report.pdf>

STAFF:

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

Leanna H. O'Donnell, Director, Planning Division (PD), DPD

Denise M. James, Branch Chief, Environment and Development Review Branch (EDRB), PD, DPD

Joseph C. Gorney, Senior Environmental Planner, EDRB, PD, DPD

4:00 p.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. *Biscayne Contractors, Inc. v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2018-0014893 (Fx. Co. Cir. Ct.)
  - 2. Claim of Duffield Hauling, Inc., to the Board of Supervisors and Potential County Claims Against Duffield Hauling, Inc., and Shoosmith Landfill
  - 3. *Justin Reed v. Fairfax County*, Case No. 1:18-cv-1454 (E.D. Va.)
  - 4. *Patricia Tomasello and Martin McMahon v. Jamie Greenzweig, Hasina Lewis, and Michael T. Reilly*, Civil Action No. 19-cv-00384 (U.S. Dist. Ct. for the District of Columbia)
  - 5. *Barry McCabe v. Fairfax County, Fairfax County Animal Shelter, Fairfax County Board of Supervisors, David Rohrer, Ed Roessler, Anthony Matos, Barbara Hutcherson, Amanda Novotny, and John Doe(s)*, Case No. CL-2019-0008951 (Fx. Co. Cir. Ct.)
  - 6. *Andrew Cooper, Rebecca Cooper, Blake Ratcliff, Sara Ratcliff, Cecilia Gonzalez, Cindy Reese, Donald Walker, Debra Walker, Carmen Giselle Huamani Ober, Amjad Arnous, John A. McEwan, Mary Lou McEwan, Kevin Holley, Laura Quirk Niswander, Lori Marsengill, Gary Marsengill, Margaret Wiegenstein, Melinda Norton, Nagla Abdelhalim, Nhung Nina Luong, Quan Nguyen, Robert Ross, Helen Ross, Sanjeev Anand, Anju Anand, Sarah Teagle, Sofia Zapata, Svetla Borisova, Nickolas Ploutis, Melinda Galey, Travis Galey, and Victoria Spellman v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2018-0012818 (Fx. Co. Cir. Ct.)
  - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Michael Meredith and Erika Meredith*, Case No. GV20-006957 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

8. *In re: March 11, 2020, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Anders Larsen Trust, Jason Hein, and Matthew Desch v. Virginia Health Operations, LLC, d/b/a Newport Academy, Monroe RE, LLC, and Board of Supervisors of Fairfax County, Virginia, Case No. CL-2020-0005490 (Fx. Co. Cir. Ct.) (Dranesville District)*
9. *In re: March 11, 2020, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Victor T. Tsou and Janet C. Tsou v. Monroe RE, LLC, Virginia Health Operations, LLC, d/b/a Newport Academy, and Board of Supervisors of Fairfax County, Virginia, Case No. CL-2020-0005521 (Fx. Co. Cir. Ct.) (Dranesville District)*
10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Salena Azaad and Zalena Kahn-Ramprashad, Case No. GV20-006959 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*
11. *Board of Supervisors of Fairfax County v. Casey Margenau Fine Homes & Estates, LLC, Case No. GV20-006960 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
12. *Board of Supervisors of Fairfax County v. CityScape Metro Group, Inc., Case No. GV20-006958 (Fx. Co. Gen. Dist. Ct.) (Dranesville and Hunter Mill Districts)*